



COLLECTIVE AGREEMENT

between

PRAIRIE SWINE CENTRE INC.

(the "Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1975-04 (PSCI)**

(the "Union")

January 1, 2022 to December 31, 2024

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THIS AGREEMENT MADE THIS 24 DAY OF OCTOBER, 2022.

BETWEEN:

Prairie Swine Centre Inc., of the
City of Saskatoon, in the Province of Saskatchewan,

(the "Employer")

AND:

Canadian Union of Public Employees, Local 1975-04 (PSCI),

(the "Union")

ARTICLE 1 – PURPOSE

1.1 The purpose of this Agreement shall be:

1. To establish wage rates, hours of work, and other working conditions as outlined in the contract.
2. To provide for a method of settlement of disputes and grievances of Employees covered by this Agreement.
3. To promote an efficient operation and harmonious relations between the Employer and the Union.

ARTICLE 2 – CLARIFICATION OF TERMS

2.1 In this Agreement, wherever the words "he", "his", or "him" appear, it shall be construed as any Employee, male or female. Wherever the words "Employee" or "Employees" appear, it shall mean any person or persons covered by this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1** The management of the Employer and the direction of the working force is vested exclusively in the Employer, except as limited by the terms of the Agreement.
- 3.2** The question of whether any of these rights is limited by the Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 4 – SCOPE

- 4.1** The Employer recognizes Canadian Union of Public Employees, Local 1975-04 (PSCI) as the exclusive bargaining agent of the members of the bargaining unit as defined by order of the Saskatchewan Labour Relations Board or as may be amended from time to time by the said Board or by mutual agreement of the parties to this Agreement.
- 4.2 Established Positions**
The Employer agrees to provide the Union, upon request, with a list of Union positions in the operating budget by position and pay rate.

4.3 Permanent Employees

4.3.1 A permanent full-time Employee is any Employee who is appointed to a permanent position and works the regular hours of work as per Article 23.1 and who has successfully completed the required probation period.

4.3.2 A permanent part-time Employee is any Employee who is appointed to a permanent position and works less than the regular hours of work as per Article 23.1 and who has successfully completed the required probation period.

4.4 Non-Permanent Employees

4.4.1 A term Employee is an Employee who works on a full-time or part-time basis for a specific period of time or replaces a permanent Employee who is absent for an extended but limited period such as a leave of absence or disability.

When an Employee has been in a term position continuously for more than thirty (30) months (forty (40) months in the case of an Employee replacing an absent Employee due to disability, or subsequent Employees due to backfilling), that Employee's status will be changed to permanent.

4.4.2 A casual Employee is an Employee who is appointed to work that is scheduled, anticipated or projected to be indefinite in duration, and works less than the regular hours of work as per Article 23.1. Payment for casual Employees will be on an hourly basis.

Casual Employees shall not work more than five (5) consecutive work days (full or partial) and cannot work more than thirty (30) work days (full or partial) per year.

4.4.3 A student Employee is a student at the University who is hired to work scheduled or unscheduled hours. Hours of work may vary from day to day or week to week. Payment for student Employees will be on an hourly or monthly basis.

ARTICLE 5 – UNION SECURITY AND MEMBERSHIP

5.1 Bargaining Agent

The Employer recognizes, for all of its Employees covered by this Agreement, CUPE Local 1975-04 (PSCI) as the sole and exclusive collective bargaining agent and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, aiming towards a peaceful and amicable settlement of any differences that may arise between the parties to this Agreement. Provided the required time away has been approved in advance by the Employee's Supervisor, Employees shall not suffer any lost wages for time spent in meeting with the Employer, in any Joint Union Management Committees, in discussing grievances or negotiating revisions to this Collective Agreement.

5.2 Union Membership

All Employees who are now, or hereafter become, members of the Union shall maintain their membership in the Union as a condition of their employment, and all new Employees whose employment commences hereafter shall within twenty (20) calendar days after the commencement of their employment apply for and maintain membership in the Union as a condition of their employment.

The Employer will advise the Local 1975 Office of all new hires. The Employer will provide the Union with thirty (30) minutes of work time to meet with new members at the Employer's work site.

5.3 Work of the Bargaining Unit

Employees of the Employer whose jobs are not in the bargaining unit shall not regularly work on any jobs which are included in the bargaining unit unless mutually agreed upon by the parties to this Agreement.

5.4 No Other Agreements

No Employee(s) shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representatives which may conflict with the terms of this Collective Agreement. In order that this may be carried out, the Union will supply the Employer with the names of its Officers and Stewards, and the Employer will supply at any time it is required in regard to any Employee or group of Employees the names of the supervisory personnel and their functional responsibilities.

5.5 Representative of CUPE

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of grievances. Arrangement for such access will be made through the management.

5.6 Deduction of Dues

Upon the written request of the Union and Employee, the Employer shall deduct, as a condition of employment of the Employees who are members of or who become members of the Union initiation fees, dues and other such assessments as the Union may direct in writing through its Secretary-Treasurer, from the first pay cheque due in each month from each such Employee and remit the same prior to the tenth day of the month following the calendar month in which such deduction is made, to the Secretary-Treasurer of the Union, accompanied by a list of names of all Employees for and on behalf of whom such deductions, whether initiation fees, dues or assessments were made, and for what months the individual deductions were made.

5.7 Monthly Statements

Monthly statements shall also be forwarded to the Secretary-Treasurer of the Union showing the names of all new Employees covered by this Agreement hired during the month, the date they were employed, the names of all Employees covered by this Agreement who have left the employment of the Employer during the month, and the date of severance.

5.8 New Employees

The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with the Union security and check-off.

5.9 Interviewing Opportunity

Each new Employee will be given the opportunity during the first month of employment, within regular working hours, of visiting the Union Office or meeting with the Shop Steward for the purpose of joining the Union and becoming acquainted with the rights and responsibilities of membership. Such absence from the work place will be reasonably brief and taken at a time convenient to both the Employee and the Supervisor.

5.10 Dues Receipts

At the time that income tax (T4) slips are made available, the Employer shall include information on the amount of Union dues paid by each Union member in the previous year that is deductible for income tax purposes, subject to receipt of certification satisfactory to Canada Revenue Agency.

5.11 Time Off for Union Meetings

The Employer agrees to hold discussions with the Union concerning time off for Employees to attend Union meetings.

5.12 Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that it will not reduce pay or benefits or **lay off** permanent Employees in order to contract out the duties normally performed by members of the bargaining unit; nor will the Employer replace laid off permanent Employees by contracting out the work which they would normally perform. Employees that are laid off will be subject to layoff provisions in this Agreement.

The Employer will convene a special meeting of the Union Management Committee, in accordance with Article 6, to discuss issues of mutual concern prior to any contracting out of work of the bargaining unit.

5.13 Crossing Picket Lines During a Strike and Handling Goods

An Employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute or to refuse to handle goods, commodities or products of another employer who is involved in a labour dispute with that employer's Employees, providing by so doing, it does not result in property damage to the Employer.

This refusal shall not be grounds for disciplinary action, but if the refusal results in the Employee not being able to perform normal duties, and other work is not available, the Employee may immediately be taken off payroll until once again able to perform the Employee's normal duties.

ARTICLE 6 – JOINT CONSULTATION AND CO-OPERATION

6.1 Union Management Committee

There shall be a Union Management Committee at the Employer's premises consisting of representatives from the Union and representatives from management, for the purpose of resolving difficulties and promoting harmonious relationships.

6.2 Purpose of Meetings

6.2.1 The purpose of such meetings shall be to discuss and settle, if possible, matters of concern.

6.2.2 In addition to the foregoing, implementation of arbitration awards and court decisions relating thereto will be discussed at the request of either party.

6.3 Meetings

Meetings shall be scheduled on a quarterly basis, or a minimum of four (4) times per calendar year. The meeting shall be held at a time and place fixed by mutual agreement. All items proposed by either party shall be included in the agenda.

6.4 Exchange of Information

The Employer and the Union agree to exchange at the request of either party information which is not confidential, is readily available and pertains to a subject under discussion between the parties.

The parties agree that information exchanged under this Article will be used for purposes consistent with the administration of the Collective Agreement and that appropriate measures will be taken to ensure that confidentiality will be maintained.

6.5 Space for Meetings

The Employer agrees to allow the Union to hold meetings and educational functions and to conduct business at its premises. The Employer will make space available for such functions subject to normal scheduling restrictions.

6.6 Bulletin Boards

The Employer shall provide the Union with a bulletin board which shall be placed so that all Employees will have access to the bulletin board and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

6.7 Electronic Mail

The Employer agrees to facilitate communication by the Union with its members using the PSCI electronic mail system. The use of this service will be subject to the applicable PSCI policies and guidelines and the Employer reserves the right to withhold or withdraw this entitlement in cases of non-compliance or inappropriate use by the Union.

The Union shall provide the Employer with a copy of any communication to be distributed using the PSCI electronic mail system at least forty-eight (48) hours in advance of the communication being sent.

In the event of a work stoppage, the Employer reserves the right to withhold access to the PSCI electronic mail system and will require the Union to immediately cease any communication with its members using the PSCI electronic mail system.

ARTICLE 7 – NO DISCRIMINATION

7.1 There shall be no discrimination with respect to any Employee as provided in the Saskatchewan Human Rights Code (including gender identity) or *The Saskatchewan Employment Act*.

ARTICLE 8 – SENIORITY

8.1 Definition of Seniority

Seniority is defined as the length of employment from the last date of hire into the bargaining unit. Seniority is a factor in determining promotions, transfers, demotions, layoffs, permanent reduction of the work force and recall, vacations and shift scheduling.

8.2 Loss of Seniority

An Employee shall not lose seniority rights if absent from work because of sickness, accident, or leave of absence approved by the Employer.

An Employee shall lose seniority rights in the event of:

8.2.1 Discharge without reinstatement;

8.2.2 Resignation from the Employer effective from the date of termination. An Employee may withdraw a resignation up to the end of the working day following the day the resignation is submitted;

8.2.3 Failure to respond within eight (8) calendar days following receipt of notification of an offer of a position under placement (Article 10.1.5) or bumping (Article 10.1.6) except when prevented from informing the Employer due to illness or other just cause.

An Employee who is offered casual work or employment of short duration during the layoff period when the Employee is employed elsewhere shall not lose placement or bumping (if elected) rights for refusal to return to work, and the refusal will not count as one (1) of the Employee's two (2) opportunities under bumping (if elected). If an Employee is not returning to work, the Employee shall notify the Employer and the Union, in writing, as soon as possible.

It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address.

8.2.4 A permanent Employee laid off for a period exceeding twelve (12) months.

8.2.5 Failure to report to work on the date and at the time specified in an accepted placement offer per Article 10.1.5 or placement and bumping per Article 10.1.6, except when prevented from informing the Employer due to illness or other just cause;

8.2.6 Retirement effective the date of retirement;

8.2.7 A break in employment in excess of sixty (60) days for non-permanent Employees.

8.3 Adjustment of Seniority

When an Employee who is on leave of absence accepts other gainful employment, the Employee's seniority date may be adjusted by the Union.

8.4 Seniority Rosters

The Employer agrees to prepare and post in January of each year, in places accessible to all Employees, a roster showing seniority as to length of service in the bargaining unit as of December 31 of the previous year for all Employees eligible to accumulate seniority.

8.5 Correction of Seniority Roster

On presentation by an Employee or the Union of proof of error in the roster(s), a correction shall be made immediately. Any corrections shall be shown on a supplementary sheet.

8.6 Seniority Roster to Union

A copy of the roster shall be forwarded to the Union.

ARTICLE 9 – PROBATION AND ASSESSMENT PERIOD

9.1 Probationary Period

All appointees to positions, except students, shall be on probation for a period of four (4) months from the date of commencing duties in a position. During the probationary period, the Employee shall be entitled to all applicable rights and benefits of this Agreement, except a probationary Employee may be discharged for unsuitability.

9.1.1 At the discretion of the Employer, the probationary period may be extended by the cumulative length of any period(s) of absence from work for more than five (5) consecutive days. In the event this happens, the Employee will be notified prior to the extension.

9.1.2 Notwithstanding the above, this probationary period may also be extended by a period of up to three (3) months if mutually agreed to by both parties.

9.1.3 Term Employees who successfully bid into the same position on a permanent basis must complete the balance of their probationary period.

9.1.4 When Employees are reappointed to the same position after a break in service of sixty (60) days or less, the Employer may agree to waive some or all of the probationary period.

9.2 Assessment of Performance While on Probation

An Employee must be evaluated during their probationary period. Throughout the probationary period, management will provide timely and constructive feedback to the Employee no later than the mid-point (two (2) months) of the probationary period that is relevant to meeting the requirements of the position. Performance must be discussed with the Employee and necessary improvements will be provided to the Employee in writing.

9.3 Transfer During Probationary Period

An application to transfer during a probationary period will be allowed in accordance with Article 12, but the right of making such application will be subject to the following conditions:

9.3.1 A probationary Employee can be terminated at any time during the probationary period regardless of whether the Employee has made application to transfer;

9.3.2 Effective the date of transfer a new probationary period will commence;

9.3.3 If the Employee is not successful in the new probationary period there will be no reversion rights to the original position.

9.4 Assessment Period

A permanent Employee who is placed, bumped, is recalled or accepts a transfer or promotion shall be appointed subject to an assessment period of three (3) months, during which time performance will be appraised. Such appraisals will be discussed with the Employee.

A term Employee who accepts a transfer or promotion and who has previously completed a probationary period shall be appointed subject to an assessment period of three (3) months, during which time performance will be appraised. Such appraisals will be discussed with the Employee.

At the discretion of the Employer, the assessment period may be extended by the cumulative length of any period(s) of absence from work for more than five (5) consecutive days. The assessment period may be extended for a period up to three (3) months by mutual agreement of the Employer and the Union. The Employee will be notified of any extension(s).

In the case of a permanent Employee, at the end of the assessment period, if the Employee has not performed satisfactorily, or at any time during the period when it becomes clearly evident that the Employee does not meet performance expectations, the Employee shall be returned to their former status (either layoff, or position and salary), subject to any increment which normally would have been received had the Employee remained in that position. During the assessment period, an Employee may return voluntarily to the Employee's former status (either layoff or position) without any penalty.

Notwithstanding the above, an Employee who reverts during an assessment period shall always have the right to revert to their former status (either layoff or position occupied) which may, in turn, displace an Employee who has completed a probationary or assessment period, and this displaced Employee also shall have the right to revert or to be laid off as appropriate.

In the event an Employee's former position has been eliminated, a reverting Employee shall be dealt with under Article 10.

In the case of a non-permanent Employee, at the end of the assessment period, if the Employee has not performed satisfactorily, or at any time during the period when it becomes clearly evident that the Employee does not meet performance expectations, employment will be terminated.

ARTICLE 10 – LAYOFF AND RECALL

10.1 Layoff Due to Change in or Reduction of Programs or Services

10.1.1 General

Should any permanent position be eliminated because of financial reasons or because of the amalgamation, consolidation or elimination of departments or work units, the affected permanent incumbent will be dealt with in the following manner.

10.1.2 Notice

Permanent Employees, if their positions are to be eliminated, will be given as much written notice as possible and as required by law, but in no case less than thirty (30) days, with a copy to the Union. If notice is not given as required, Employees will receive pay in lieu, prorated.

Prior to reaching the midpoint of an Employee's notice period, the Employee shall provide the Employer with a written statement indicating whether or not the Employee wishes to bump at the end of the notice period.

For an Employee in a term position of indefinite length, the notice period, for the purpose of Article 10.1.2 only, will be deemed to commence with the notice of a specific termination date in that position.

10.1.3 Options Available to Laid Off Employees

A permanent Employee who has received notice that their permanent position has been eliminated shall have the right to elect, within fourteen (14) calendar days of a written notice of a position being eliminated, one of the following options:

- a) Termination and Severance, Article 10.1.4; or
- b) Continue Employment at PSCI with Placement Options, Article 10.1.5; or
- c) Continue Employment at PSCI with Bumping Options, Article 10.1.6

This fourteen (14) calendar day period may be extended by the Employer for good and sufficient reason. If the Employee fails to provide Human Resources with the election of one of the options available under this Article within the fourteen (14) calendar day period, the Employer reserves the right to proceed with termination and severance as outlined by Article 10.1.4.

10.1.4 Termination and Severance Pay

Within fourteen (14) calendar days of written notice of a permanent position being eliminated, an Employee who signs an Agreement to terminate employment will be entitled to severance pay of two (2) weeks' pay at the Employee's current rate of pay for every year or partial year of service to a maximum of fifteen (15) month's pay. The payment will be calculated to the date the Employee leaves the permanent position and made on the date the Employee leaves the permanent position or a succeeding term position, whichever is later. The fourteen (14) day period may be extended by the Employer for good and sufficient reason.

Upon the receipt of the severance payment, an Employee will be terminated and will forgo any further rights under the Collective Agreement, such as seniority, layoff and placement rights.

10.1.5 Placement

During or at the termination of the notice period, the Employee may be placed, without bidding, in another vacant position at the same salary.

With the agreement of the Employee and the Union, the Employee may be placed in a position with a different salary. Employees shall be given preferential treatment in placement, according to bargaining-unit-wide seniority, provided the Employee has the required qualifications and ability.

Should the placement be a term position, the Employee will be deemed to be in a notice period. Should an appropriate permanent position not be obtained during the course of a term position, at the end of the term position, the Employee's status will revert to that which was in effect immediately prior to accepting the placement.

10.1.6 Bumping

If the Employee is not placed in a vacant position, the bumping process will proceed.

An Employee who elects the option to continue employment at PSCI with bumping options will not have access to severance pay at any time.

All bumps are made according to the following provisions:

- a) Within fourteen (14) days of choosing the bumping option, the Employer will identify the position to be bumped.
- b) Positions will be considered in the following order for the bumping Employee:
 - (i) First, into the Employee's own position title
 - (ii) Second, into any position title (same Job Family)
 - (iii) Third, any other position title in CUPE Local 1975-04 (PSCI)
- c) The bumping Employee must possess the requirements for the position into which the Employee is bumping, as indicated on the immediately prior posting for the position, except where the Employer can demonstrate that there has been a bonafide change in the requirements for the position.
- d) The bumping Employee starts at b) (i) above, with the position occupied by the Employee with the least bargaining unit wide seniority, then the position occupied by the Employee with the second least bargaining unit wide seniority and so on.
- e) The bumping Employee must accept the first position in the above order for which the Employee possesses the required qualifications. However, if the Employee refuses the job, they may so indicate, in writing, to Human Resources. This will then constitute the Employee's first bump and they will move directly to their second opportunity to bump.

Employees who bump will be given up to three (3) months to demonstrate their ability to perform the duties and responsibilities. An Employee who fails to perform satisfactorily, or is dissatisfied in the first position into which that Employee bumps, will be given a second opportunity to bump.

An Employee who is bumped shall immediately have access to the provisions of this Article except that the requirement for notice (Article 10.1.2) will not apply. If there is advance notice of a bump occurring, the affected Employee shall be dealt with in accordance with Article 10.1.4, to the extent that time and opportunity permit, and all subsequent clauses in this Article.

Notwithstanding all of the provisions of Article 10.1.6, the Employer and the Union may agree on another arrangement for a bumping situation.

10.1.7 Terms of Placement and Bumping as per Article 10.1.6

An Employee placed or bumped into a position other than the Employee's former position will be offered the salary closest to the Employee's former salary. An Employee will be placed in a higher paid position only by mutual agreement between the parties.

Upon receipt of notification, the Employee will be given eight (8) days in which to respond to an opportunity or an offer of placement or bumping. The Union will be notified of formal offers of positions to Employees pursuant to this Article.

Except when prevented from informing the Employer, due to illness or other just cause, an Employee will be deemed to have voluntarily left the service of the Employer and their employment shall be terminated if:

- a) The Employee is offered a position under bumping (Article 10.1.6) and fails to respond within eight (8) days indicating intention to accept or not to accept the position offered; or
- b) The Employee has agreed to accept an offer of a position under bumping (Article 10.1.6) and then fails to report to work on the date and at the time specified.

10.1.8 Layoff

An Employee who has not been placed in another position and:

- 1) cannot or chooses not to bump, or
- 2) has not performed satisfactorily in a second position into which the Employee bumped, will be laid off.

10.1.9 Recall

Before a vacancy is posted, the Employer and the Union shall consult in good faith as to whether a laid off Employee should be recalled to that position. Recall will then be in order of seniority for work the Employee is qualified to perform. An Employee recalled to a position other than the Employee's former position will be offered the salary closest to the Employee's former salary. An Employee will be recalled to a higher pay position only by mutual agreement between the parties.

Recall to a term position will be considered provided there is agreement of the Employee at the Centre. Any recalled Employee who does not complete the assessment period and whose term appointment ends will revert to layoff and resume the layoff period at that point immediately prior to recall.

10.1.10 Notice of Recall

A written notice of recall will be forwarded via registered mail to the last known address of the Employee, or handed directly to the Employee. A copy of the notice will be sent to the Union. The Employee will be given eight (8) days in which to respond.

10.1.11 Response to Recall

A laid off Employee has the right to refuse any recall to a position.

An Employee in any of the following circumstances will be deemed to have voluntarily left the service of the Employer and the employment shall be terminated:

- the Employee is recalled and fails to respond indicating intention to accept or not to accept the position offered;
- the Employee has agreed to accept a recall and then fails to return to work on the date and at the time specified unless such is prevented due to illness or other just cause.

10.1.12 Assessment Period on Placement, Bumping and Recall

Employees will be given up to three (3) months to demonstrate their ability to perform duties and responsibilities consistent with Article 10.1.6 (Assessment Period). An Employee who fails to perform satisfactorily or who is dissatisfied in the first position into which that Employee has moved will be given only one further opportunity within that procedure.

10.1.13 Status During Placement in or Recall to a Non-Permanent Position

A permanent Employee who accepts a non-permanent position as outlined in this Article will retain all rights of permanent Employee status until an appropriate permanent position as the case may be is obtained.

Any placed or recalled Employee who does not complete the assessment period or whose term appointment ends will revert to layoff and resume the layoff period at the point at which the Employee was immediately prior to placement or recall.

10.1.14 Benefits During Layoff

At the end of the notice period, an Employee laid off under Article 10.1 will be considered to be on a leave of absence without pay. Benefits will be available as per Article 19.7.

10.1.15 Termination

When an Employee has been laid off for a continuous period of twelve (12) months, employment will be considered terminated as per Article 8.4.

ARTICLE 11 – COMPENSATION

11.1 Wage Ranges

All positions within the Union are compensated within the wage ranges attached in Appendix I. The establishment of wage ranges shall be the subject of negotiation and agreement between the Employer and the Union.

11.2 Placement, Annual Performance Review and Review of Position

Placement and review of positions will be determined according to the following procedure:

11.2.1 New Positions

New positions within the scope of CUPE Local 1975-04 (PSCI) will be placed in the wage schedule by Management based on the position and job description. Any Employee who believes the position has been inappropriately placed may request a review in accordance with Article 11.2.3.

11.2.2 Annual Performance Review

All CUPE Local 1975-04 (PSCI) Employees will receive an annual performance review with their Supervisor where job performance can be assessed in a two-way discussion. This process reviews whether the current job description accurately reflects the current key responsibilities and allows the Employee and their Supervisor the opportunity to discuss successes and challenges or obstacles to achieving their goals in the coming year. A positive annual review will lead to the base wage being increased by the increment amount.

Annual performance reviews will take place prior to **December 31** of each year. If an Employee has not had an annual performance review by that date, then the Employee will be deemed as performing satisfactorily.

11.2.3 Review of Position

Any Employee and/or Supervisor/Manager, who believes a position has significantly changed and the current placement no longer accurately reflects the position, or the position has been inappropriately placed, may request a review. The review can occur only once per twelve (12) month period. Any wage adjustment will be retroactive to the first of the month closest to the date the request for review was received by Management.

Notwithstanding the above, no Employee will have a reduction in base wage as a result of this process.

11.2.4 Appeal Grievance of Position Review Decision

The Employee may request an appeal by filing a grievance within thirty (30) calendar days of receipt of the written decision by Management.

Any wage adjustment will be retroactive to the first of the month closest to the date the request for review was received by Management. Notwithstanding the above, no Employee will have a reduction in base wage as a result of this process.

11.3 Merit

As part of the annual performance review, there is consideration for improved performance during the previous year. Taking on of additional responsibility, increased skill or increased proficiency in those skills, and completion of training authorized by the Supervisor are all examples of actions which can lead to merit increases. Considerations for merit would be based on the annual performance review and are eligible for an increase to base wage over and above the increment. To qualify for a merit, an Employee must be employed with Prairie Swine Centre for a minimum of one (1) year.

Top of range Employees will have an opportunity to earn Merit increases. This will be paid as a cash bonus of one to two percent (1 - 2%) to a maximum of one-thousand dollars (\$1,000).

11.4 Increment

11.4.1 Three percent (3.0%) increment up to the maximum of the wage range is provided in January **2022** and **two point five percent (2.5%)** increment is provided in January **2023** and January **2024**, to recognize growth in proficiency from experience and a satisfactory level of performance to Employees with greater than one (1) year of continuous service with Prairie Swine Centre in accordance with Article 11.2.2.

Employees with less than one (1) year of continuous service will be eligible for a pro-rated increment on the basis of the number of days by which their employment precedes January 1.

11.4.2 If an Employee's performance is rated unsatisfactory, the increment may be withheld. An Employee's performance may only be rated as unsatisfactory if the Employee fails to meet communicated performance expectations. A disciplinary record where a penalty has already been imposed will not itself be a basis for an unsatisfactory performance rating.

11.4.3 Where an Employee has had an increment withheld in the preceding year for unsatisfactory performance and where the Employee is eligible for and receives an increment in the following year, then the withheld increment will be added to the following year's increment and paid from the date of that following year's increment forward, but not paid retroactively for the year it was withheld, subject to the range maximums.

11.4.4 Where an Employee is promoted to a new position, there will be a probationary period. If the Employee is on probation at the time of the annual increment, the increment will not apply until the probationary period has been successfully completed. The increment will then be given, but will not be retroactive to January 1. If the probationary period is unsuccessful, the Employee will revert back to their pre-promotion job and wage.

11.5 Market Adjustments

The determination and payment of market adjustments is the sole responsibility of the Employer. On January 1 of each year, the Employer will provide to the Union a list of those Employees who are receiving market adjustments. In the event a new market adjustment is warranted, or the Employer has reason to change or eliminate an existing market adjustment the Employer will notify the Union one (1) month in advance of this change being implemented.

After a market adjustment has been in place for three (3) consecutive years, this adjustment shall be incorporated into the base wage for that position.

11.6 Temporary Performance of Duties

11.6.1 Temporary Performance of Duties of a Higher Position

An Employee expected to perform the duties of a job in a higher position will be assigned those duties in writing by the CEO or designate and the Employee will be paid a premium of ten percent (10%) on the Employee's current salary for the assigned period. Should the additional premium result in a monthly salary exceeding the highest salary of the position of the new work they are performing, the maximum of the range of the new position will apply.

11.6.2 Temporary Performance of Supervisory Duties

An Employee expected to perform temporarily the duties of their Supervisor will be assigned those duties in writing by the CEO or designate and additional compensation may be provided up to a maximum of ten percent (10%) of the Employee's current salary for the assigned period.

ARTICLE 12 – PROMOTIONS AND VACANCIES

The parties to this Agreement are committed to the principles of diversity and agree to advocate for employment opportunities consistent with the representative workforce strategies of the parties.

12.1 Posting

All vacant positions, excluding positions defined under Article 4.4.2 and 4.4.3 or terms of less than four (4) months, will be posted weekly in places accessible to Employees.

Such posting shall contain the following information: nature of position, qualifications, shift, and wage or salary rate or range. Such qualifications shall not be established or amended in an unreasonable manner.

12.2 Bidding on Vacant Positions

Permanent, term and casual Employees (see Article 4.3 and Article 4.4) have bidding rights. Such Employees may bid on posted positions by submitting a cover letter and resume to Management and Human Resources within seven (7) days of the date the position is posted.

Restricted competitions will not be advertised outside of Prairie Swine Centre until after the expiration of the seven (7) day period. By mutual agreement, positions may be advertised externally simultaneously with internal postings, however, internal applicants will be given first consideration.

Employees on vacation, or approved leaves of absence, may apply by proxy by having their Shop Steward or fellow Employee submit an application on their behalf. Assuming that consideration of the application will not result in a delay in filling the position, this application will be given the same consideration as any other legitimate application. Information will be included on the Employee's resume as to where the Employee may be contacted to arrange for an interview. The Employer will not be responsible for any costs incurred in any Employee's efforts to comply with this clause.

12.3 Notice of Results

The Employer agrees to make every effort to fill positions and notify applicants as expeditiously as possible following the posting period.

Employees applying for vacant positions will be advised in writing of the result of their applications by the Employer, within seven (7) days after the vacancy is filled, or the competition cancelled.

Unsuccessful applicants may contact the hiring Manager to receive feedback on their non-selection.

12.4 Basis for Selection

Vacancies shall be filled through appointment on the basis of greatest seniority, required qualifications and efficiency demonstrated in the applicant's current or previous position(s) with the Employer. Efficiency demonstrated shall be as documented in the Employee's file. An Employee shall be deemed as demonstrating satisfactory performance if there is no documentation to indicate otherwise.

If there is not a qualified internal applicant, the Employer will consider, on the same basis as outlined above, the applications of Employees who are close to possessing the required qualifications before considering any external candidate. If an appointment is made of an applicant who does not possess the required qualification(s) of the position, the Employer may, as a condition of appointment, require that the applicant obtain the qualification(s) within a specific time limit.

12.5 Reversion Rights in a Term Position

An Employee, except student Employees, may bid on a posted term position and will be given preference in accordance with Article 12.4. A permanent Employee filling a posted term position will continue to be a permanent Employee and will be entitled to all contract rights and benefits, including benefit plans. A permanent Employee shall maintain reversion rights to their prior permanent position for up to six (6) months in the term position. Reversion rights may be extended by mutual agreement. Beyond that period, when the posted term position is discontinued, a permanent Employee holding the position will have the protection of Article 10.1.

12.6 Term Positions Becoming Permanent

If the Employer reasonably expects the term position may become permanent, it shall be posted as "term, possibly becoming permanent." If this phrase appears on the original posting, the Employer shall not be required to repost the position if it subsequently becomes permanent.

12.7 On-The-Job Training

At the request of an Employee and with the agreement of the Employer, arrangements may be made for on-the-job training conditional on no disruption of the performance of the duties of any positions affected. Length of service in the work unit will be one of the factors considered in scheduling the training. This may be on the Employer's time or arrangements can be made to allow access to the facilities of the workplace on the Employee's time. (Written permission for this must be secured.)

ARTICLE 13 – DISCIPLINE OF EMPLOYEES

13.1 Non-Disciplinary Coaching

The Employer encourages the concept of non-disciplinary coaching. Coaching will be given verbally and/or in writing to clarify expectations and provide guidance to assist the Employee in addressing performance concerns. A reasonable timeframe will be given to the Employee to correct poor performance and appropriate follow up on progress will be provided. Written coaching will be removed from the Employee's file after one (1) year.

13.2 Due Process

In all cases of discipline, the burden of proof of just cause shall rest with the Employer. Evidence presented shall pertain only to the grounds stated in the letter of discipline to the Employee.

13.3 Disciplinary Actions and Process

Discipline shall be administered in a timely and respectful fashion. An Employee may respond in writing to the discipline, and such response will become part of the Employee's record. Any discipline being issued will be given in the presence of Union representation. If the Union considers the action unjustified, it shall have, from the date of the discipline given, thirty (30) days in which to file a grievance.

13.4 Problem Solving

The parties agree that it is important to address workplace problems before they become disciplinary matters. Where a problem has arisen that if unresolved may result in disciplinary action, the Manager will, where practical, meet with the Employee and the Employee's Union representative, in an attempt to resolve the problem informally.

13.5 Progressive Discipline

The Employer endorses the concept of progressive discipline in situations of poor performance. However, the Employer reserves the right to use any disciplinary action deemed appropriate, regardless of the order of the following clauses.

13.6 Verbal Warning

A verbal warning given to an Employee by the Employer will include reasons for the warning, expectations for future performance and consequences of progressive discipline.

13.7 Written Reprimand

A written reprimand given to an Employee by the Employer will include reasons for the reprimand, expectations for future performance and consequences of progressive discipline, with copies forwarded to the Union and Human Resources within ten (10) working days.

If the Employee is not available for this discipline meeting, the Employer will notify the Employee and the Union of the reprimand in writing.

Reprimands issued in accordance with Article 13.7 will be removed from the Employee's file after two (2) years of subsequent employment during which no formal disciplinary action is taken.

After one (1) year, an Employee and/or the Union may request, in writing, that a reprimand be removed from the Employee's file before the expiration of the two (2) year period. The outcome of the review will be relayed to the Employee in writing.

13.8 Suspension

The Employer reserves the right to suspend an Employee for a period of up to two (2) weeks.

A suspension given to an Employee by the Employer will include reasons for the suspension, expectations for future performance and consequences of progressive discipline, with copies forwarded to the Union and Human Resources within ten (10) working days.

Letters will be removed from the Employee's file after three (3) years of subsequent employment during which no formal disciplinary action is taken. After two (2) years, an Employee and/or the Union may request, in writing, that a suspension be removed from the Employee's file before the expiration of the three (3) year period. The outcome of the review will be relayed to the Employee in writing.

If the Employee is not available for this discipline meeting, the Employer will notify the Employee and the Union of the suspension in writing.

13.9 Dismissal

Where an Employee is dismissed, the Employer will provide written reasons to the Employee, with copies forwarded to the Union Management within ten (10) working days.

During this period, a meeting shall be held with the management, the Employee and the Union Steward present.

If the Employee is unavailable for this meeting, the Employer will notify the Employee and the Union of the dismissal in writing.

ARTICLE 14 – GRIEVANCES

14.1 Definition

Whenever a difference shall arise between the parties hereto or any person bound by this Agreement concerning its interpretation, application, operation or alleged violation, the difference shall be dealt with in accordance with the procedures herein outlined.

14.2 Administrative Grievance

Grievances involving interpretation or administration of the Collective Agreement signed by a duly authorized Union official and not involving a specific individual, and grievances by a group of Employees shall be taken directly to Stage 2 of the following procedure.

14.3 Problem Solving Procedure

In an effort to promote harmonious relationships in the workplace, the parties recognize it is important to address any problem in an effective and timely manner. Where a problem exists that has not been resolved and is one that may give rise to a grievance, a Union representative and the Employee(s) if they so wish, are encouraged to discuss the problem with the Supervisor in an attempt to resolve the issue. The Supervisor will communicate the decision to Union and the Employee(s) within seven calendar days of the meeting. If the matter is not settled satisfactorily, the Employee(s) may refer the matter to the Union for presentation to Stage 1.

14.4 Recognition of Union Steward and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward or Union representative shall assist any Employee(s) in preparing and presenting a grievance in accordance with the grievance procedure. All members of the Grievance Committee shall be appointed by the Union.

When presenting grievances at Stage 1 and 2, the Union Grievance Committee shall consist of up to two (2) members of the Grievance Committee and the grievor, if the grievor chooses to attend. These Employees attend grievance meetings without loss of pay. The CUPE representative may also attend.

14.5 Permission to Leave Work

The Union recognizes that each Steward or a designated Union representative is employed full time by the Employer and that such a person will not leave work during working hours without permission in order to perform duties under this Agreement. Such permission will not be unduly withheld and the Steward or designated Union representative will not be hindered, coerced, restrained or interfered with while investigating a grievance or presenting an adjustment as provided in this Agreement.

14.6 Stage 1

14.6.1 If the Union considers the grievance to be a legitimate one it shall immediately refer the written grievance signed by a duly authorized Union official or by the Employee(s) concerned, to the Employer. In order to be accepted, a copy of the grievance must reach the Employer within thirty (30) calendar days of the incident which is the subject of the grievance, except as provided for in Articles 8 and 12. Grievances submitted after these time limits will not be accepted.

14.6.2 The Union will meet with the Employer to discuss the grievance. One or more of the aggrieved Employees may be present at the request of either party.

14.6.3 Within thirty (30) calendar days of receiving the grievance, or within thirty (30) days of the date of the meeting, the Employer shall render a decision in writing.

14.7 Stage 2

Failing resolution at Stage 1, the Union may, within thirty (30) calendar days of the written decision at Stage 1, refer the written grievance to the Employer.

The parties shall meet to discuss the grievance at Stage 2 within thirty (30) calendar days of the referral and the Employer shall render a written decision within thirty (30) calendar days of the Stage 2 meeting.

14.8 Stage 3 – Arbitration

14.8.1 Time Limit

In the event that any grievance or matter in dispute has not been settled through the procedure outlined above, either party may, within fifteen (15) days, submit the grievance or matter in dispute to an arbitrator in accordance with this Article.

It is agreed that time is of the essence in reaching a just conclusion to the grievance and arbitration process and, therefore, both parties agree that they will do everything possible to ensure that the selection of the arbitrator and the arbitration proceeds as quickly as possible.

14.8.2 Selection of Arbitrator

The arbitrator shall be agreed upon by the parties. Should the parties fail to agree on an arbitrator within twenty-one (21) days of the notification of the grievance being submitted to arbitration, either party may notify the Minister of Labour Relations and Workplace Safety in Saskatchewan who shall be asked to name an arbitrator.

14.8.3 Decision of Arbitrator

The arbitrator shall meet, hear the evidence, and render a decision within sixty (60) days of completing the evidence or such other time as the parties may agree.

14.8.4 Power of Arbitrator

The decision of the arbitrator shall be final and binding but the arbitrator shall not be empowered to add to, subtract from, alter or amend the terms of the Agreement in any way.

14.8.5 Time Deficiencies

The arbitrator shall have the power to hear any arguments as to whether, in order to avoid consideration of substantive issues, time limits set forth in the grievance procedure have been unreasonably enforced. The arbitrator may decide to deal with the case placed before it, despite such minor time deficiencies.

14.8.6 Disciplinary Action

The arbitrator shall have the power to dispose of any grievance involving dismissal or disciplinary action by any arrangement which it deems just and equitable.

14.8.7 Expenses

The fees and expenses of the arbitrator shall be shared equally between the parties. Each party shall be responsible for their costs, fees and expenses of witnesses.

14.8.8 Amended Time Limits

Any of the time limits specified for the grievance or arbitration procedure may be amended or waived by mutual agreement of the parties.

14.9 General Information

14.9.1 Union May Institute Grievances

The Union and its representatives have the right to originate a grievance on behalf of an Employee or group of Employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Stage 1.

14.9.2 Facilities for Grievances

The Employer shall provide appropriate space for grievance meetings.

14.9.3 Authorized Acting Officials

For the purpose of Stage 1, the persons duly authorized to act for and on behalf of the officials mentioned herein during their absence shall similarly be authorized to act in respect to the procedure outlined herein.

14.9.4 Representatives of CUPE

In the discussion of grievances with the representatives of the Employer, the Union may at any time be accompanied by a representative of CUPE.

14.9.5 Grievances Dealt with During Working Hours

As far as practicable, all grievances will be dealt with during working hours, and no Employee or Employees who are representatives of the Union will suffer loss of pay by reason of time spent in discussing grievances with the representatives of the Employer.

14.9.6 Copies of Documents

In the event of a grievance or a disciplinary action, the Employer agrees, upon request, to provide the Union with copies of all documents which the Employer intends to use in regard to the specific grievance or disciplinary action.

ARTICLE 15 – LEAVE OF ABSENCE

15.1 Compassionate Care and Special Leave of Absence

15.1.1 Compassionate Care Leave

Where an Employee requires leave as defined under the Employment Insurance (EI) Compassionate Care benefit, the Employee shall apply to their Supervisor, indicating the requested date of commencement of the unpaid leave. The Employer agrees to approve such leave as soon as reasonably possible.

15.1.2 Special Leave of Absence

Notwithstanding 15.1.1, special leave of absence without pay shall be granted to an Employee for good and sufficient reason. Application must be made to their Supervisor, indicating the reason for such leave.

15.1.3 An Employee on leave per 15.1.1 or 15.1.2 shall return to their former job title and salary, subject to any general increases, except where the position has been eliminated in accordance with Article 22. In that circumstance, the Employee will have the protection of Article 10.

15.1.4 Casual Union Leave

The Employer agrees that leave of absence without pay, but with maintenance of seniority and superannuation rights, shall be given to any designated Employee(s) for Union business; such leave of absence shall be given for a period not exceeding six (6) months as the Union may request; and that at no time will the permission for leave of absence be delayed longer than forty-eight (48) hours after application has been made for same. Any leave shall require seven (7) days' notice. In addition, the Employee(s) concerned shall notify the immediate Supervisor(s) as soon as they are aware that such a request is going to be made, so as to not seriously impair the operations of a department. Employees on such leave shall return to their former position and salary, subject to any general increases.

15.1.5 Leave to Hold Full-Time Union Position

Any Employee who is selected for a full-time Union position shall, upon application, be granted leave of absence without pay for a period of up to, but not exceeding, one (1) year. The Employee's seniority shall be retained, but not accumulated, during the period of absence. An Employee requesting such leave will provide as much notice as possible, but in any event will be expected to give no less than **thirty (30) days'** notice.

15.2 Leave for Jury Duty

When an Employee other than a casual Employee is summoned for jury duty or as a court witness, the Employee shall not suffer any loss of salary or wages while so serving, except in situations where testifying on the Employee's own behalf. Remuneration paid to the Employee by the Court must be turned over to the Employer. However, this will not include expenses paid by the Court.

15.3 Education Leave

15.3.1 Writing Examinations

An Employee will be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations, which are relevant to the Employee's occupation, providing it is the first time of taking leave to sit for this particular examination, or portion of an examination.

15.3.2 Upgrading

It is the intention of The Employer to encourage Employees to undertake upgrading and self-development courses in order to prepare themselves for career development. Therefore, an Employee who has at least one (1) year's seniority may:

- a) apply for time off with pay to take courses at the University or, under certain circumstances, at technical institutes or by correspondence courses;
- b) apply for tuition refund upon successful completion of the course at technical institutes/correspondence courses; or for pre-payment of tuition (maximum of six (6) credit units per fiscal year for University credit courses). If the Employee is unsuccessful in completing the University credit courses or leaves the employment of the Employer during the term of the semester, the Employer will deduct the amount of tuition from any monies owed the Employee.

Such application will initially be made to the immediate Supervisor. The application, together with the comments and recommendations of the immediate Supervisor will then be forwarded to the CEO for a decision. Consideration will be given to the application, taking into account such factors as possible disruptions to the department, length of service of the Employee and probable advantages to both the Employee and the Employer. The Employer will annually provide a limited sum of money to provide for such full and partial tuition refund and will provide time off with pay to a limited number of Employees in any given year.

15.3.3 Required Courses and Certification

Where the Employer requires an Employee to take a specified course, the Employer will pay the cost of the course. When time off is necessary, The Employer shall allow such time off without loss of pay. Where required, classes are taken outside normal working hours, an equivalent number of hours of work will be granted.

15.3.4 Leave for Seminars and Conferences

Employees may be granted by the Employer leave with pay and benefits to attend conferences, seminars, etc. in job-related areas and tuition, registration fees, or expenses also may be paid by the Employer.

15.4 Compassionate and/or Bereavement Leave

If required by the circumstances from one-half (1/2) to **five (5)** days of regularly scheduled work days leave shall be granted by the immediate Supervisor because of the death of or life-threatening illness of a spouse (including same sex spouse), parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, or other person who would ordinarily be considered a member of the Employee's immediate family. The meaning of spouse in this paragraph shall be defined as in Section 2-1 of *The Saskatchewan Employment Act*.

The request is made to the immediate Supervisor as soon as possible and confirmed in writing. The time off will be granted as requested. However, the question of whether any of the time granted or how much of the time granted is with loss of pay or benefits may have to await determination until the request in writing has been reviewed by the CEO and will depend upon the circumstances of the request.

The CEO or designate may, at its discretion, under certain circumstances and after the receipt of an application in writing:

- Grant additional time off with or without pay;
- Give consideration for leave to attend the funeral of other close relations.

15.5 Leave for Court Appearance or Incarceration

In the event that an Employee is accused of an offence which requires a court appearance, the Employee shall be entitled to leave of absence without pay and without loss of seniority or accrued benefits, such leave to cover time required for pre-trial legal consultation, court appearance and pre-trial legal custody. In the event of being found guilty of an offence not involving the Employer, the Employee may be granted leave of absence to cover the period of incarceration.

15.6 Maternity/Adoption/Parental Leave

15.6.1 Service Requirements for Maternity/Adoption/Parental Leave

An Employee shall qualify for maternity/adoption/parental leave (leave of absence without pay) after **more than thirteen (13) consecutive weeks of employment**. The Employer shall not deny the pregnant Employee the right to continue employment during **their** pregnancy provided **they** can supply a medical certificate as to **their** fitness to do so, if so requested.

15.6.2 Length of Maternity/Adoption/Parental Leave

Maternity/adoption/parental leave shall be taken at the Employee's discretion before and/or after the birth or adoption of a child. **Length and timing of the leave shall be consistent with the provisions in *The Saskatchewan Employment Act*.**

15.6.3 Supplementary Employment Insurance Benefits (EI)

After successful completion of the probationary period and provided they are in receipt of federal Employment Insurance Benefits (EI), women on maternity leave or an Employee who has declared to the Employer that the Employee is the primary caregiver of the child will receive the difference between EI Benefits received from **Human Resources Development Canada and ninety-five percent (95%) of the member's salary while on maternity leave for a maximum of fifteen (15) weeks, or the equivalent amount prorated to accommodate an extended leave, at the Employee's request, as per the provisions in *The Saskatchewan Employment Act*, subject to the condition that the member's earnings (from EI earnings and any other source) cannot exceed one hundred percent (100%) of pre-maternity leave earnings.**

The Employee's accumulated sick leave and vacation leave at the time the leave commences shall be retained to the Employee's credit. Benefits will be in accordance with Article 18.

15.6.4 Seniority Status During Maternity/Adoption/Parental Leave

The Employee shall continue to earn seniority during the leave.

15.6.5 Procedures Upon Return from Maternity/Adoption/Parental Leave

When an Employee decides to return to work after maternity/adoption/parental leave, the Employee shall provide the Employer with at least four (4) weeks' notice. On return from maternity/adoption/parental leave, the Employee shall be placed in the Employee's former position and salary, subject to any general increases.

15.6.6 Pregnancies at Risk

An Employee whose pregnancy is at risk will have the following options:

- a) to be temporarily assigned other duties if this is possible without disruption to the department.
- b) to commence **their** maternity leave after presenting a medical certificate attesting to **their** pregnancy, and to maintain the right for up to six (6) weeks after date of delivery to return to **their** former position and salary, subject to any general increases, except where the position has been eliminated in accordance with Article 10. In the latter circumstances, the Employee will be dealt with appropriately under Article 10.
- c) to relinquish **their** position and elect to exercise **their** rights under the Layoff and Recall Article, clauses 10.1.5 to 10.1.13.

15.7 Infant Care

In the event that a female Employee wishes to breastfeed **their** infant at work, and provided the worksite is in an appropriate location as determined by the Employee and the Manager, the Employee shall be allowed time off with pay for up to one (1) hour per day for this purpose, provided **they have** received approval from the appropriate Manager. This time off shall be inclusive of paid coffee breaks.

This arrangement may be provided for a maximum of six (6) months in duration.

15.8 Deferred Salary Leave Plan

Permanent Employees who have a minimum of one (1) year continuous service in the bargaining unit and are not currently serving a probationary period may apply for approval of a Deferred Salary Leave.

The plan is administered in accordance with the terms of the plan and benefits are in accordance with the terms of the plan.

ARTICLE 16 – HOLIDAYS

16.1 Named Holidays

The Employer recognizes the following as paid holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, **National Day for Truth and Reconciliation (currently recognized on September 30)**, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day. Any date proclaimed as a public holiday by the provincial or federal government will be deemed to be a holiday for Employees providing this does not duplicate holiday provisions above.

In addition, there shall be two (2) additional days off with pay per calendar year. If the needs of the department permit, these days will be taken during the Christmas season on dates designated by the Employer.

The Employer will attempt to accommodate the interests of Employees in the observation of their religious holidays. Accommodation of religious holidays which are in addition to the holidays provided for in the Collective Agreement will be taken as vacation leave or leave without pay.

16.2 Compensation for Holiday Falling on Saturday

When any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following method will apply for all Employees: the holiday shall be observed on the day the University of Saskatchewan determines the holiday for the purposes of their Collective Agreements.

16.3 Compensation for Holiday Falling on Sunday

When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following method will apply for all Employees: the holiday shall be observed on the day the University of Saskatchewan determines the holiday for the purposes of their Collective Agreements.

16.4 Compensation for Employees Working on a Holiday

An Employee who works on any of the above holidays shall be paid at the rate of double time in addition to regular monthly salary. The Employee may choose to take a portion (up to one (1) day) of the above compensation in time off.

16.5 Compensation for Holiday Falling on an Employee's Regular Working Day

When the actual day of any of the above holidays falls on an Employee's regularly scheduled day of work, the Employee shall:

16.5.1 be given the day off without loss of pay; or

16.5.2 if the Employee works, be paid at the rate of double time in addition to regular monthly salary. If it is mutually agreed, the Employee may choose to take a portion (up to one (1) day) of the above compensation in time off.

16.6 Compensation for Holiday Falling on an Employee's Regular Day Off

When the actual day of any of the above holidays falls on an Employee's regularly scheduled day of rest, the Employee shall:

16.6.1 be given an additional day off or, if this is not possible, one (1) additional days' pay.

16.6.2 if the Employee works, the Employee will be paid at the rate of double time in addition to regular monthly salary. In addition, the Employee's day off will be rescheduled to another day by mutual agreement; however, if this is not possible, the Employee shall be given one (1) additional days' pay.

16.7 Casual Employees

Payment of holiday pay to casual Employees shall be one twentieth (1/20) of their gross earnings (exclusive of overtime) in the four (4) week period that immediately precedes the holiday.

ARTICLE 17 – VACATION

17.1 Rate of Accumulation

The following provisions accrue to Employees provided seniority is not broken. During the first five (5) years of service an Employee will accumulate one and one-quarter (1-1/4) days' vacation for every month of service. At the end of five (5) years of service, an Employee will commence earning vacation leave at the rate of one and two-thirds (1-2/3) days per month. At the end of **fourteen (14)** years of service, an Employee will commence earning vacation at the rate of two and one-twelfth (2-1/12) days per month. At the end of **twenty-two (22)** years of service, an Employee will commence earning vacation at the rate of two and one-half (2-1/2) days per month.

Service is defined as being actively at work or on approved leave of absence with pay including sick leave, and vacation, or on maternity leave, but does not include leave of absence without pay in excess of thirty-one (31) calendar days (See Article 18.7).

Full-time Employees will accumulate vacation on an hours per month basis equivalent to the following:

Weekly Hours Worked	Hours per Month Based On:			
	15 days per year	20 days per year	25 days per year	30 days per year
38	9.5 hrs	12.67 hrs	15.83 hrs	19.00 hrs

Part-time Employees will accumulate vacation on a pro-rata basis.

Where an Employee commences employment on other than the first day of the month or terminates employment on other than the last day of the month, the Employee's vacation accrual shall be pro-rated based upon the hours worked in the month.

17.2 Vacation Year

All annual vacations accrued by **June 30th** of any year shall be taken by **June 30th** of the succeeding year (for special circumstances see Article 17.4).

17.3 Special Circumstances

In special circumstances (such as a planned extended vacation) Employees may have consideration given to vacation arrangements outside of clause 17.2 by submitting a written application to the Employer at least thirty (30) days in advance of year end.

17.4 Time of Vacation

Insofar as the regular operation of the Employer permits, Employees will be allowed to take their vacations at the time they request.

17.5 Holiday During Vacation

When a holiday falls within an Employee's annual vacation such Employee shall be granted one (1) additional days' vacation.

17.6 Equal Opportunities

As far as possible, annual vacation shall be arranged to secure equal opportunities of advantageous periods to all Employees without regard to seniority.

17.7 Approved Absence during Vacation

Where in respect of any period of vacation leave, an Employee:

- a) is granted bereavement leave, or
- b) is granted sick leave as a result of being seriously ill, seriously injured, or hospitalized, provided this is verified by a medical certificate, or
- c) is granted other approved leave of absence,

the period of vacation so displaced shall, if requested by the Employee and approved by the Employer, be either added to the vacation period or reinstated for use at a later date. Leave granted in a), b) or c) above shall not be unjustly withheld.

ARTICLE 18 – SICK LEAVE

18.1 Sick Leave Defined

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, quarantined by a duly authorized medical person, or under examination or treatment by a physician including donation of organs, chiropractor, or dentist, donating blood, or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.

18.1.1 One (1) Week Waiting Period

Subject to the availability of sick leave credits, sick leave may be used to offset the one (1) week waiting period for eligibility of receipt of federal Employment Insurance (EI) Maternity Leave benefits (Article 15.6.3) from Employment and Social Development Canada for the birth mother or primary caregiver.

18.2 Rate of Accumulation

Full-time Employees, other than casual and students, will accumulate sick leave up to a maximum of one-hundred and twenty (120) days on the regular hours stated for that position on an hours per month basis as follows:

Weekly Hours Worked	Hours per Month Accumulated
38	9.5 hrs

Part-time Employees will accumulate credits on a pro-rata basis.

Where an Employee commences employment on other than the first day of the month, sick leave accrual shall be pro-rated based upon the hours worked in the month.

18.3 Accumulation of Sick Leave

All unused portions of sick leave will be capped at one-hundred and twenty (120) days.

18.4 Personal Leave/Family Responsibility Leave

18.4.1 Where no one other than the Employee can provide for the needs of a member of the Employee's immediate family during a serious illness, the Employee may apply to the Employer for permission to have up to five (5) days of accumulated sick leave per illness for this purpose. Serious illness does not mean life threatening and it is understood the seriousness of the illness may be related to the age of the family member. The Employee may be required to provide medical evidence of the serious illness.

18.4.2 Upon **approval by** the Employer, an Employee **shall** be granted up to two (2) days personal/family leave per year to be deducted from the Employee's sick leave accrual to attend to personal/family situations which require the Employee's involvement. This leave is intended for situations that need to be attended to but may or may not normally be scheduled in advance. In emergent situations, the Employee will inform their Supervisor as soon as possible regarding the need to take such leave. In a non-emergent situation, the Employee shall consult in advance with their Supervisor to obtain approval.

18.5 Deductions from Sick Leave Accumulation

Absence on account of illness will be deducted from sick leave accumulation based on actual time absent and calculated as a portion of the regular daily work hours for each Employee. Usage of paid sick leave on each occasion of disability is limited to a period of ninety (90) days.

18.6 Proof of Illness

The Employer reserves the right at any time during an illness to request either a medical certificate to be submitted signed by a medical doctor certifying that the Employee was unable to carry out duties due to illness, or that the Employee undergo at the earliest opportunity, a medical examination conducted by a doctor specified by the Employer and at the Employer's expense. The Employer will not unreasonably request a proof of illness from the Employee.

18.7 Sick Leave During Leave of Absence and Layoff

When an Employee is granted leave of absence without pay or receives layoff and such absence is intended to exceed thirty-one (31) days, the Employee shall maintain but not accrue sick leave credits.

18.8 Notification of Sickness or Injury

Every Employee who is absent from duty on account of injury or sickness shall notify their immediate Supervisor as soon as possible indicating the probable length of absence. If the Supervisor is unavailable, notification shall be made to the Manager – Finance and Administration.

18.9 Compensation from a Third Party

When an Employee is involved in an accident away from work or in any other action that involves the possibility of reimbursement for lost wages or damages from a third party (including no-fault, package policy, tort, etc.), the Employee shall immediately contact the Employer to advise of the injury.

When an Employee is compensated by a third party for loss of salary due to complete or partial disability resulting from sickness or accident, the Employer will pay the difference between the Employee's regular monthly pay and the payment made by the third party until the Employee's accumulated sick leave has been used up.

The Employee shall provide documentation outlining the amount of compensation received from a third party and shall turn over, or cause to be turned over to the Employer, any monies paid to them by any third party as a result of a claim for lost wages and Employer benefit plan costs. A percentage of sick leave will be reinstated upon payment of these monies to the Employer.

It is understood and agreed that the amount an Employee is required to repay to the Employer for a claim of lost wages shall be net of verified expenses incurred by the Employee to recover that claim.

If an Employee does not comply with the provisions of this Article, the Employer will cease payment of any further sick leave benefits. Further, the Employer will recover the repayment of lost wages from the Employee's salary upon the Employee's return to work or, if the Employee does not or is unable to return to work under any circumstances, the Employer will recover the repayment of lost wages from any monies owing to the Employee for salary, vacation, overtime or booked days.

18.10 Workplace Injury

Where an Employee is injured at work, the Employee shall, as soon as possible, notify their Supervisor and the Human Resources Officer or Manager – Finance and Administration to advise of the injury.

The Occupational Health and Safety Committee members shall be notified of serious accidents or injuries and the scene shall be investigated as soon as possible.

18.10.1 Workers Compensation

Where an Employee is injured at work, the provisions of *The Workers' Compensation Act* will apply.

18.10.2 Injury Pay Provisions

An Employee who is injured at work and is required to leave for treatment or is sent home by a Supervisor or attending physician as a result of such injury shall receive payment for the remainder of the shift. An Employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

18.10.3 Transportation of Accident Victims

Transportation to the nearest physician, hospital or home will be provided at the expense of the Employer for Employees incapable of using their normal form of transportation except when compensated for transportation by a third party.

18.11 Sick Leave Beyond Retirement Age

When an Employee is retained beyond normal retirement age, all sections of this Article apply except that continuation of employment will be reviewed every three (3) months and the maximum sick leave credits which may be held to an Employee's credit during an extension will not exceed the equivalent of twenty (20) working days.

18.12 Sick Leave Credits Exhausted

No Employee's services shall be terminated by virtue of having exhausted sick leave credits.

ARTICLE 19 – EMPLOYEE BENEFIT PLANS

If required, the Employer agrees to increase funding to the benefit plans in the amount of 0.9% to maintain coverage under the U of S benefit plans.

19.1 Employee Benefit Plans Committee

At the Employer, there shall be a Joint Union Management Committee on Employee benefit plans with equal representation from the Employer and the Union to study, review and make recommendations concerning the Pension, Group Insurance, Long-Term Disability and Dental and Extended Health plans. Any recommendation that would reduce Employee benefits shall be subject to prior approval of the Union.

19.2 The Employer shall make available to each Employee a detailed statement which outlines in clear terms each of the benefit plans under which the Employee is covered, and the benefits which the Employee derives from the plan.

19.3 Benefit Plans

Where a benefit plan provides for a benefit to a spouse, that benefit shall be available or payable to a same sex spouse; and where the plan provides for benefit to a child, that benefit shall be available to the child of a same sex spouse.

The meaning of spouse for benefit plan purposes shall be as defined in Section 2-1 of *The Saskatchewan Employment Act*. A child shall mean a child of an Employee or spouse.

All permanent full-time, and eligible part-time and term Employees (hired into a term position greater than or equal to two (2) years), shall enroll in Employee Benefit Plans for which they are eligible according to the terms of those plans. Detailed information concerning the following benefit plans will be provided by Human Resources and updated regularly:

- Group Life Insurance Plan
- Extended Health Care Plan
- Dental Plan
- Short-Term Disability Plan
- Long-Term Disability Plan
- Pension Plan

19.3.1 Group Life Insurance Plan

All permanent full-time, and eligible part-time and term Employees will have life insurance in the amount of two times (2x) their basic annual salary. The cost is paid by the Employer but is a taxable benefit for the Employee. There is a three (3) month waiting period.

In addition, an Employee and their spouse can each apply for up to five-hundred thousand dollars (\$500,000) of Optional Life Insurance in units of twenty-five thousand dollars (\$25,000) and Optional Accidental Death and Dismemberment Insurance (Optional AD&D) up to five-hundred thousand dollars (\$500,000).

This plan is administered in accordance with terms of the policy.

19.3.2 Extended Health Care Plan and Dental Plan

The Extended Health Care Plan includes prescription drugs, vision, paramedical, travel coverage and more. The cost is paid by the Employer. There is no waiting period.

The Dental Plan includes basic, major and orthodontic coverage. The cost is paid by the Employer. There is a three (3) month waiting period.

19.3.3 Short-Term Disability Plan

All permanent full-time, and eligible part-time and term Employees shall be covered by a Short-Term Disability Plan. In the event of absence from work due to illness or injury, actual hours absent will be calculated and deducted from sick leave accumulation, to a maximum of ninety (90) calendar days for any one period of disability. For the period between the expiration of sick leave accumulation and the commencement of long-term disability coverage after 112 days, the Short-Term Disability Plan may provide Employees with a monthly benefit equal to 66 2/3% of their regular salary. Coverage does not take effect until at least the 5th working day after the onset of the disability or illness. Therefore, if an Employee has fewer than five (5) days accumulated sick leave, they will not receive benefits from the expiration of the sick leave until the 6th day of illness or disability. These benefits are subject to income tax. There is a three (3) month waiting period.

This plan is administered in accordance with the provision and the procedures of the Long-Term Disability Plan.

19.3.4 Long-Term Disability Plan

All permanent full-time, and eligible part-time and term Employees shall be covered by a Long-Term Disability Plan. In the event the absence from work due to illness or injury lasts more than 112 days (the qualifying period), the Long-Term Disability Plan may provide Employees with a monthly benefit equal to 60% of their regular salary, to a maximum monthly benefit of \$4,000. The LTD benefits are not subject to income tax.

It is agreed and understood that adjudication decisions made by the Long-Term Disability Plan insurance carrier(s), their agents or assigns shall not be subject to the grievance and arbitration provisions contained in this Collective Agreement.

This plan is administered according to the terms of the policy.

19.3.5 Pension Plan

All permanent full-time, and eligible part-time and term Employees, shall enrol in the pension plan.

The plan is administered in accordance with the terms of the plan and benefits are in accordance with the terms of the plan.

The Employer and the members of the plan shall each make contributions to the plan in accordance with the terms of the plan.

19.3.6 Employee Assistance Program

The Employer shall make available an Employee Assistance Program (EAP) that will provide referral and counseling services for any Employee and Employee family member.

EAP staff will accept self-referrals from Employees and recommended referrals from Employee's representatives, including the Union. When considered appropriate, the Employer and the Union may recommend a referral to EAP services to address an issue that is impacting upon an Employee's work. In the event that an Employee is referred by the Employer or the Union, there is no requirement that the Employee follow-up the referral. In these cases, the Employer and the Union may contact the EAP to let the staff know that the referral was made. In the case of a referral, contact between the EAP provider and the referral source will only be permitted by expressed written consent of the Employee.

All EAP records shall be treated as confidential, and shall be distinct from and are not to be placed in the Employee's personal file held by the Employer. No party to this Agreement shall have access to any information in an EAP file or subpoena any service provider to give evidence in any arbitration proceeding concerning an individual client's participation in the program.

Employees are entitled to consent to the use of client information in an EAP file or the testimony of a service provider if such information is relevant in any proceedings taken under the Collective Agreement or in any legal action external to the Prairie Swine Centre. Reports prepared for circulation external to the EAP shall consist only of information in aggregated form so that no information could be used to identify a single client of the EAP service.

Notification to the Employer and/or the Union that an Employee is utilizing the EAP services will only be provided if the client so requests in writing.

19.4 Benefits for Term Employees

Term Employees who have been employed continuously in the same position for more than one (1) year will be enrolled in the preceding benefit plans on the same basis as permanent Employees and will continue to be enrolled if no break in service occurs. Should the term Employee be successful in securing the same term position on a permanent basis, the Employee will receive the benefit of the preceding benefit plans, providing the applicable waiting periods have been served (dated from the appointment of the original term).

19.5 Employee Status While on Disability Plan

An Employee drawing benefits from either the Short-Term Disability Plan or the Long-Term Disability Plan will retain seniority rights in the same manner as if at work. The Employee will retain coverage in the **benefit plans, for which they were enrolled in prior to going on disability**. Pension service is deemed and no contributions are made.

19.6 Return to Work

An Employee who returns to work after being on the Short-Term Disability Plan or the Long-Term Disability Plan and who is able to satisfactorily carry out the duties of the position which was held immediately prior to the commencement of the disability will be placed in the position the Employee left or, if that is not possible, in one with the same salary as that previously held.

An Employee whose position has been declared redundant while on disability will be provided with placement, bumping and recall rights as per Article 10, provided thirty (30) days' notice has been given by the Employer prior to returning to work.

19.7 Benefits During Leave of Absence

19.7.1 An Employee who is on the Short-Term Disability Plan or the Long-Term Disability Plan will be considered to be on leave of absence for application of Article 19.7.2, Article 17.1 and Article 18.2.

19.7.2 Sick Leave, Vacation Leave and Increment Date

If the leave of absence (except as provided in Article 15.1 and 15.2) is intended to exceed thirty-one (31) calendar days, credit for sick leave and vacation leave will not be accumulated during the period of absence and increment date shall be set back accordingly.

If the leave of absence is for less than thirty-one (31) calendar days, the increment date will not be affected, and the Employee will continue to accumulate sick leave credits and vacation credits in the normal fashion.

An Employee will continue to accumulate sick leave credits and vacation credits in the normal fashion during the fifteen (15) weeks of Supplementary Employment Insurance Benefits (Article 15.6.3). Sick leave credits and vacation credits will not accumulate during any other period of maternity/adoption/ parental leave. The Employee's increment date will be set back by the total of any maternity/ adoption/parental leave in excess of fifty-two (52) weeks.

19.7.3 Pension Plan

If the leave of absence (except as provided in Articles 15.1.1 and 15.1.2) is less than fifteen (15) calendar days, contributions to the pension plan and service credits will not be affected.

If the leave is for greater than fifteen (15) days in any one (1) month, or at the completion of the fifteen (15) weeks of Supplementary Employment Insurance Benefits (Article 15.6.3), contributions to the pension plan and accumulation of service credit will be discontinued unless prior arrangements are made for prepayment of both the Employee's and the Employer's share.

Notwithstanding this, when an Employee is on short-term disability or long-term disability, or is receiving the fifteen (15) weeks of Supplementary Employment Insurance Benefits (Article 15.6.3), no contributions will be made to the pension plan, but service credits will be deemed to accumulate in the normal manner.

19.7.4 Group Life Insurance, Dental Plan, Long-Term Disability Plan, Short-Term Disability Plan & Extended Health Care Plan

If the leave is for less than thirty-one (31) calendar days, the Employee will continue to be covered. An Employee receiving the fifteen (15) weeks of Supplementary Employment Insurance Benefits (Article 15.6.3) will also be covered and normal Employer Employee contributions apply.

For leaves in excess of thirty (30) calendar days, an Employee may elect to continue Group Life Insurance coverage, Dental Plan coverage, Long-Term Disability Plan coverage, Short-Term Disability Plan coverage and Extended Health Care Plan coverage provided they make prior arrangements to pay the premiums required for the plans.

In any case, all coverage will terminate after a full twelve (12) month period of leave of absence. If an Employee is on leave without pay and is covered by the Long-Term Disability Plan, the Employee is insured, but no benefit is payable until the Employee is scheduled to return from leave.

19.8 Assisted Early Retirement

The Employer may, without prejudice, propose to an Employee an early retirement package which may include a financial settlement. The Union will be informed of such an arrangement.

ARTICLE 20 – OCCUPATIONAL HEALTH AND SAFETY

20.1 Co-operation on Safety

It is agreed that the Employer, the Union, the Employees and all levels of supervision will co-operate fully to promote safe work practices, healthy working conditions and compliance with *The Saskatchewan Employment Act, The Occupational Health and Safety Act, 1993* and regulations.

The Union, through the participation of its members in the Joint Occupational Health and Safety Committee, will provide input into issues of occupational health and safety and will assist wherever possible in the furtherance of safe conditions and practices.

The Employer will keep under review the use or presence, at the place of employment, of chemical or biological substances which may be hazardous to the health or safety of workers.

An Employee may request that the Employer substitute a safe or less hazardous substance for any chemical or biological substance currently in use. The Occupational Health and Safety Committee representative will co-operate in advising the Employees on the possibility of using suitable substitutions.

20.2 Safety Committee Pay Provisions

The Occupational Health and Safety Committee shall hold meetings and regular inspections to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings or inspections. Minutes of all committee meetings and inspection reports shall be provided to the Union.

20.3 Safety Measures

All Employees either working with or in close proximity to any hazardous product or dangerous material will be supplied with adequate and sufficient training, education, tools and safety equipment so as not to be exposed to unacceptable risks of the hazardous product or dangerous material. The training, tools and equipment to be used will be determined by the occupational health and safety representative in consultation with the Occupational Health and Safety Committee consistent with pertinent legislation and accepted protocols.

20.4 Educational and Training Programs

20.4.1 The Employer, in consultation with the appropriate Occupational Health and Safety Committee, will develop and implement educational and training programs relating to the health and safety of workers, at no cost to the Employees, and to be conducted during normal working time.

20.4.2 With the prior consent of the Employer, Union members of the Occupational Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend educational courses and seminars for instruction and upgrading on health and safety matters.

20.4.3 Employees who feel they have not had opportunity for training on new equipment which they are required to operate as part of their normal duties should discuss the issue with the Employer.

20.5 Safety and Health Reports, Records and Data

The Occupational Health and Safety Committee members shall be notified of serious accidents or injuries and the scene shall be investigated as soon as possible. Reports of every accident or occurrence of an occupational disease at the work site will be provided to the Occupational Health and Safety Committee. The committee members may request any pertinent health and safety records held by the Employer, which are not confidential.

20.6 No Disciplinary Action

No Employee shall be disciplined for refusal to work on a job or to operate any equipment which, in the opinion of the Employee(s) or any member of the Occupational Health and Safety Committee, is unsafe, until an Occupational Health Officer or an Occupational Health Committee established under *Part III – Occupational Health and Safety, of The Saskatchewan Employment Act*, has investigated the matter or situation or until sufficient steps have been taken so that the Employee has reasonable grounds for believing that the duty or duties are no longer unusually dangerous.

ARTICLE 21 – RESPECTFUL WORKPLACE

21.1 The Union and the Employer are committed to a respectful workplace, free of harassment.

21.2 Harassment is defined consistent with Section 3-1(1)(l) of *The Saskatchewan Employment Act*.

21.3 Personal Harassment

The Employer endorses the principle that all Employees have the right to work in an environment free from personal harassment. This entitlement carries with it an expectation that Supervisors and Employees, including the members of CUPE Local 1975-04 (PSCI), will conduct themselves in an appropriate and responsible manner, with due respect and regard for the rights and feelings of others, subject to the ordinary requirements of Supervisors directing the workforces as required.

Personal harassment by a person in authority in addition to the comments in the paragraphs which follow will include the Supervisor asking Employees to do things for the Supervisor that provide personal benefit to the Supervisor outside of the work required to be done for the Company.

Personal harassment by Supervisors and Employees is defined as words or actions that disparage or humiliate a person, or which are intended to intimidate, threaten or abuse authority, and may be accompanied by direct or implied threats to the individual's status. Apart from Supervisors requesting personal favours as discussed above, the personal harassment must be directed to the individual's rights under the Human Rights Code which does not condone discrimination on the basis of race, creed, religion, colour, sex/gender, sexual orientation, marital status, physical disability, nationality, ancestry, place of origin, or age (except as permitted by law).

Situations which involve direction of the workforce, or disciplinary actions, are not considered personal harassment.

If any member of CUPE Local 1975-04 (PSCI) has cause to complain of personal harassment, the matter shall be brought forward by the Union to a meeting of the Union Management Committee.

Nothing in this statement is intended to preclude an Employee grieving a disciplinary action.

21.4 An Employee who believes **they have** been harassed shall have access to the Employer's respectful workplace/discrimination and harassment policy and the grievance procedure. The following protocol shall apply:

- a) The Employee making a complaint may choose to register it under the Employer's policy and/or via the grievance procedure. However, the policy process will proceed first.
- b) In the event the policy process does not address the complaint to the Employee's satisfaction, the grievance will be heard at Stage 2 with no issue of timeliness under Article 14.7 provided it was filed pursuant to Article 14.6.1.
- c) An Employee making such complaint shall have the right to have a Union representative present at any related meeting with the Employer.
- d) The Employer, the Employee making such complaint and the Union agree that they will protect the confidentiality of all persons involved to the greatest extent possible in the circumstance.

ARTICLE 22 – MISCELLANEOUS

22.1 Itemized Statement

The Employer will provide, on each payday, to each Employee an itemized statement of wages showing the month, hours, rates, deductions, etc.

22.2 Administrative Errors

Administrative errors made relative to an Employee's salary or benefit plans will be adjusted, but in such a way as not to prejudice the rights of the Employee.

22.3 Technological Change

The parties recognize that the Employer and its Employees are affected by the rapid expansion of knowledge and the constant modification of technology. This may require Employees to modify their job knowledge and skills from time to time.

22.3.1 Reduction in Work Force

If the work force is reduced due to technological change and Employees whose jobs are being eliminated are not entitled to the rights and benefits conferred by Saskatchewan legislation, they will be entitled to the benefits outlined in Article 10. If any permanent Employee's job is eliminated because of technological change, the affected Employee will be given three (3) months' notice in writing. In addition, Management, when it becomes aware that any Employee's position will be eliminated because of technological change, will notify the Union and consultation will be initiated.

22.3.2 Consultation

In an attempt to keep Employees apprised of current and anticipated modifications to the day-to-day work techniques of various occupations of Employees, the Employer and the Union agree to meet from time to time as necessary. In addition, when Management becomes aware of impending significant technological change at the Employer, it will undertake to call such a meeting.

In cases of technological change which directly affects conditions of employment, the Employer and the Union agree to enter into consultation at the request of either party. Consultation may include such things as: the nature of change to be introduced, timing of such changes, reassignment of duties, effects on terms and conditions of employment, plans for retraining relative to existing Employees adapting to new equipment or work methods, establishment of a rate of pay to be provided during training of an Employee's suitability for training and arrangements for periodic assessment of an Employee's progress while in training.

Where permanent positions are being abolished, such consultation may be to consider training and/or redeployment.

Such training may be for an existing position or may only be intended to supplement an Employee's skills. Where retraining and/or redeployment does not take place, then the provisions of Article 10 will apply.

22.3.3 Severance Pay

An Employee who loses seniority rights (Article 10) or who terminates employment will receive pay on the basis of two (2) weeks' pay at the Employee's current salary for every year or portion of a year's service.

22.3.4 Other Applicable Clauses

In the event that a permanent Employee's position is eliminated due to technological change, all the provisions of the clauses in Article 10 apply.

22.3.5 Grievances Concerning this Article

Grievances concerning this Article shall be initiated within thirty (30) days of the commencement of a layoff or the notice of recall, at the first stage of the grievance procedure, and directed to Management.

22.4 Coffee Break

Employees who work full days will be permitted two fifteen (15) minute coffee breaks or one one-half (1/2) hour coffee break per day, as distances warrant. Employees who work half (1/2) days are entitled to one fifteen (15) minute coffee break. Unused coffee breaks may not be used to alter hours of work in any day. Breaks will be arranged to maintain at least minimal service in any area.

22.5 Notice of Resignation and Retirement

An Employee is expected to give as much notice as possible when terminating employment or retiring, but in any event will be required to provide no less than fourteen (14) days' notice when terminating and ninety (90) days' notice when retiring. The Employer agrees to waive some or all required notice of retirement in extenuating circumstances.

22.6 Provision of Tools

The Employer shall supply all tools and equipment required by the Employee in the performance of the Employee's duties. Replacement will be made by producing the worn or broken tool. The Employee shall return all tools and equipment upon termination.

22.7 Rules and Regulations

When the Employer introduces new rules or regulations concerning Employees' conduct on the premises or during working hours, copies will be posted and also forwarded to the Union office. Such rules and regulations will be reasonable and will not be inconsistent with any Article in the Union Agreement.

22.8 Uniforms and Protective Clothing

22.8.1 Clothing, as the Employer determines necessary for the performance of the work, will be provided to Employees. All articles of clothing shall be returned to the Employer when no longer required in the performance of duties. The Union accepts that past practice sufficiently complies with this clause.

22.8.2 Adequate protective clothing will be provided by the Employer.

22.9 Access to Personnel File

Each Employee will, after having made an appropriate appointment, have reasonable access to the contents of their file, except letters of reference obtained in confidence at the time of first hiring. The review will be conducted in the presence of a representative of the Employer. The Employee may assign in writing the right to review the file to their Union representative. Upon request, the Employee shall be provided with copies of the documents in the file. The Employee may add a signed and dated response to any material in the file. Material not present in the file may not be used in any decision made under Article 9, 10, 11, 12 or 13, without that information being made available to the Employee.

22.10 Certification Fees

The Employer shall pay for all costs of association, certification and re-certification fees for all Employees when the Employer requires on-going registration or membership as a condition of employment.

ARTICLE 23 – HOURS OF WORK AND SPECIAL PAY PROVISIONS

23.1 Various Positions

The following regular hours of work are in effect:

Animal Attendants: thirty-eight (38) hours per week, seven point six (7.6) hours per day.

Technical Staff/Maintenance: five (5) consecutive days, thirty-eight (38) hours per week, seven point six (7.6) hours per day.

23.2 Overtime

23.2.1 Employees shall be paid double time for all time worked in excess of the stated regular or altered hours of work, as stipulated in Article 23.1. Employees who work less than full days will not receive overtime until their work exceeds the stated regular hours of work.

23.2.2 All overtime which is paid by the Employer must be authorized by the Employer. Except in emergency situations, such overtime must be authorized in advance.

23.2.3 Employees shall notify the Employer within sixty (60) days if their overtime has not been paid.

23.2.4 If an Employee has left the place of work and is not aware of being required to work overtime and is called back for overtime work, the Employee shall be paid a minimum of two (2) hours work at overtime rates. An Employee required to return to work for brief periods of previously scheduled overtime work will be compensated on the basis of a minimum of one (1) hours' work at overtime rates.

23.2.5 Time Off in Lieu

23.2.5.1 Any Employee required to work overtime shall receive pay for this time unless time off at the appropriate overtime rate in lieu of pay is mutually agreed to by the Employee and the Employer and the Agreement is recorded in writing.

23.2.5.2 Accumulation of Time Off (Banked time)

When it is mutually agreed between the Employer and the Employee, and providing it does not require additional extra held or cause overtime costs, the Employee may accumulate overtime compensation **to a maximum of ten (10) days** from each incidence of overtime for up to one (1) year in order to provide time off with pay. Scheduling of time off is by mutual agreement between the Employee and the Employer.

23.2.6 Where an Employee is required to work continuously beyond normal quitting time in excess of two (2) hours or is required to return to work for overtime purposes for a period in excess of four (4) hours, the Employer agrees to provide a suitable meal.

23.2.7 Overtime shall be voluntary except in emergencies. In the event there is a difference in opinion as to what constitutes an emergency, the final decision shall be that of the Employer.

23.2.8 Part-time Employees

Employees who are employed to work fewer than the stated regular hours of work may not be required to work additional hours without mutual agreement.

23.3 Calculation of Overtime

Overtime paid to an Employee on a monthly rate shall be computed of the value of one (1) hour, the regular yearly salary and the regular yearly working hours used as a basis.

23.4 Unsocial Hours of Work Premium

23.4.1 For time actually worked, an Employee will receive an additional ninety cents (\$.90) per hour for each hour or part of an hour of regularly scheduled work outside the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday. If the majority of an Employee's hours of work on a shift fall outside the hours specified above, the premium will be paid for the entire shift.

23.5 Calculation of Part Month's Salary

When it is necessary to calculate a part of a month's salary, or in any case concerning pay due or deducted from an Employee working on a monthly rate such pay shall be computed by multiplying the gross monthly salary by the number of days worked in the month and dividing by the total number of working days in the month inclusive of holidays. For Employees employed on an hourly basis the hourly rate will be computed by dividing the regular monthly rate by:

165 hours for a 38-hour work week

23.6 Shift Differentials

23.6.1 Animal Care Personnel

Employees required to work weekends on a regular basis will receive sixty dollars (\$60) per month differential. For Employees not required to work every weekend, the differential will be pro-rated.

23.7 Standby

An Employee who is not on duty who is supplied with a pager or cellular phone and expected to be available to respond without undue delay to a request for return to duty shall be paid:

- ~~\$0.75~~ per hour on the Employee's regular working day
- \$1 per hour on days off and named holidays

An Employee on standby who is called back to work shall be paid a minimum of two (2) hours at a rate consistent with this Agreement (Articles 23.1, 23.2.1, 23.5.1 and 23.6). Employees may make arrangements for other Employees to take their periods of standby with the prior permission of Management.

23.8 Job-Sharing

23.8.1 The position to be shared is a full-time permanent position being shared by two (2) Employees. Usually this will be equal splitting of a position and any other arrangements must be specifically approved by both the Union and the Employer.

23.8.2 At the request of the incumbent(s), the Employer will consider job-sharing and if the decision is favourable, the possibility will be discussed with the Union and the Employee(s).

23.8.3 If agreement is reached between the parties that job-sharing will take place, only the vacant portion of the position to be shared will be posted.

23.8.4 All Employee benefit plans will be available to the incumbents of job-sharing positions who are employed on a half-time basis or more. These will be pro-rated for the portion of employment with the exception of the Dental Plan. Holiday benefits will be determined at the outset of any job-sharing arrangement and must be planned in advance for ongoing job-sharing. Participants in job-sharing arrangements will not be eligible for alternate hours of work arrangements unless agreed to by the parties.

23.8.5 If a long-term absence occurs due to illness, maternity leave or other approved leave of absence, the other Employee may cover the period of absence. If this is not acceptable to the other Employee, then the vacancy may be filled on a term basis.

23.8.6 If either Employee wishes to return to full-time employment at a time when the other portion of their job-sharing position is not vacant, the individual must apply for and be the successful applicant for a posted position.

23.8.7 If either one of the Employees sharing this position resigns or transfers, the position will be reviewed to determine how the vacancy will be filled.

The Employer may terminate the job-sharing arrangement at any time with sixty (60) days' notice. In the event this happens, and the position reverts to its former complement of duties, the incumbent whose job was being shared shall have first priority to it. Employees who are not placed will be subject to the conditions of the layoff clause. In this situation, the Employer is not obligated to special considerations such as an Employee's interest in part-time work.

ARTICLE 24 – THE AGREEMENT

24.1 Duration

This Agreement shall be effective from January 1, 2022 and shall remain in force and effect up to December 31, 2024 and from year to year thereafter, but either party may, not less than thirty (30) days nor more than sixty (60) days prior to the termination date hereof, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

24.2 Previous Agreements

This Agreement, and the addenda thereto, supersedes all previous Agreements and letters of intent.

24.3 Previous Provisions

Nothing in this Agreement shall affect any provisions or concessions already in existence which are more favourable to any Employee than those contained in this Agreement.

24.4 Conflicting Laws

In any provision of this Agreement or of any Collective Agreement made in pursuance thereof is found to be contrary to the provisions of any law, now or hereafter enacted, this Agreement will not be abrogated but it is subject to such amendments as may be necessary to bring it into conformity with the law.

SIGNING PAGE

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed

this 10 day of January, 2023.

PRAIRIE SWINE CENTRE INC.

THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1975-04

Murray Pettitt

Murray Pettitt (Mar 7, 2023 15:58 CST)

Murray Pettitt

Gail Lasiuk

Gail Lasiuk

Donna Thomas

Donna Thomas (Mar 7, 2023 16:00 CST)

Donna Thomas

Sam Gelowitz

Sam Gelowitz (Mar 13, 2023 12:04 MDT)

Sam Gelowitz

APPENDIX 1 – WAGE SCHEDULE

Effective January 1, 2022

	Minimum Hourly	Maximum Hourly	Minimum Monthly	Maximum Monthly	Increment
Animal Attendant I	15.17	18.39	2,498.65	3,026.84	3.0%
Animal Attendant II	20.14	24.39	3,315.96	4,016.93	3.0%
Animal Attendant III	22.99	27.52	3,784.80	4,531.73	3.0%
Technician I	19.91	24.02	3,278.24	3,955.84	3.0%
Technician II	22.63	27.41	3,725.52	4,513.06	3.0%
Technician III	26.25	32.05	4,323.68	5,278.43	3.0%
Technician IV	31.75	36.13	5,229.01	5,950.23	3.0%
Maintenance Supervisor	24.05	33.37	3,960.83	5,495.95	3.0%

Effective January 1, 2023

	Minimum Hourly	Maximum Hourly	Minimum Monthly	Maximum Monthly	Increment
Animal Attendant I	15.55	18.85	2,561.11	3,102.51	2.5%
Animal Attendant II	20.64	25.00	3,398.86	4,117.35	2.5%
Animal Attendant III	23.56	28.21	3,879.42	4,645.03	2.5%
Technician I	20.41	24.62	3,360.20	4,054.73	2.5%
Technician II	23.19	28.09	3,818.66	4,625.88	2.5%
Technician III	26.91	32.85	4,431.77	5,410.39	2.5%
Technician IV	32.55	37.04	5,359.74	6,098.98	2.5%
Maintenance Supervisor	24.65	34.21	4,059.85	5,633.34	2.5%

Effective January 1, 2024

	Minimum Hourly	Maximum Hourly	Minimum Monthly	Maximum Monthly	Increment
Animal Attendant I	15.94	19.32	2,625.14	3,180.07	2.5%
Animal Attendant II	21.16	25.63	3,483.83	4,220.28	2.5%
Animal Attendant III	24.15	28.91	3,976.40	4,761.15	2.5%
Technician I	20.92	25.24	3,444.20	4,156.10	2.5%
Technician II	23.77	28.80	3,914.12	4,741.53	2.5%
Technician III	27.58	33.68	4,542.57	5,545.65	2.5%
Technician IV	33.36	37.96	5,493.73	6,251.46	2.5%
Maintenance Supervisor	25.27	35.06	4,161.35	5,774.18	2.5%

APPENDIX 2 – MEMORANDUM OF AGREEMENT – CALCULATION OF WAGE ADJUSTMENTS

For purposes of implementation of this Agreement, market supplements will not be considered for calculation of wage adjustments. Base salary will be considered.