

COLLECTIVE BARGAINING AGREEMENT

Between Living Skies Housing Authority Technical Services
and
Saskatchewan Government and General Employees' Union



EFFECTIVE
January 1, 2023 to
December 31, 2025

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
LIVING SKIES HOUSING AUTHORITY
AND
SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 2561
JANUARY 1, 2023 TO DECEMBER 31, 2025**

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 11th day of December, 2024.**

between

**LIVING SKIES HOUSING AUTHORITY
hereinafter referred to as "the Employer"**

PARTY OF THE FIRST PART

and

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

PARTY OF THE SECOND PART

PURPOSE

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

- a) promote cooperation and understanding between the employer and the employees to ensure the delivery of quality services,
- b) provide services that are efficient, respectful and safe,
- c) jointly operate in a manner that is economical, **efficient** and promotes the morale, well-being and security of all employees in the bargaining unit,
- d) maintain the viability of the Authority,
- e) maintain and improve harmonious relations between the employer and the employees,
- f) recognize the mutual value of joint discussions and negotiations in matters pertaining to the working conditions, the working environment and the continuous improvement of service to the tenants.

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

ARTICLE 1 DEFINITIONS

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

- 1.1 Bargaining Unit means the unionized employees of the Saskatchewan Government and General Employees' Union who are employed by the Employer within the Technical Services.
- 1.2 The Board means the Board of Directors of the Living Skies Housing Authority.
- 1.3 **Business Support Operations means the unit of Living Skies Housing Authority that provides general management, training, accounting, payroll and business systems support services.**
- 1.4 Casual employee means a person who is not regularly scheduled on an ongoing basis, and may be called in for work on short notice.
- 1.5 Classification means a group of positions involving duties and responsibilities so alike that the same qualifications may be reasonably required for, and the same schedule of pay can be equitably applied to, all positions in the group.
- 1.6 Demotion means the movement of an employee to a position bearing a lower hourly rate of pay.
- 1.7 An Earned Day Off is a day, which an employee has previously worked additional hours to earn.
- 1.8 Earnings means the regular salary but shall not be deemed to include overtime payment, special bonuses or allowances.
- 1.9 Employee or Employees means a person to which the terms of this Agreement apply as described in Article 1 of this Agreement.
- 1.10 Employer means the Living Skies Housing Authority.
- 1.11 General Manager means the General Manager of the Living Skies Housing Authority or the person designated to act in **their** place.
- 1.12 **Labour Relations Officer is a SGEU paid staff representative.**
- 1.13 The Parties means the parties to this Agreement, i.e., the Employer and the Union.
- 1.14 Pay Plan means the scale of wages as contained in the attached Appendix "A" and the rules governing its application, as per Article 12.

- 1.15 Permanent Full-time employee means an employee who has successfully completed initial probation, and works full-time in a position, continuing in nature, on a regularly scheduled basis.
- 1.16 Permanent Part-time employee means an employee who has successfully completed initial probation, and consistently works less than full-time hours daily, weekly or monthly, but works on a regularly scheduled continuous basis.
- 1.17 Probationary employee means a newly hired employee.
- 1.18 Promotion means the movement of an employee from a position to a position bearing a higher hourly rate of pay.
- 1.19 **Technical Services is defined as employees of the Employer that provide inspection services, contract administration services, and technical programs coordination.**
- 1.20 Temporary employee means an employee hired to work full-time or part-time, with a specified start and end date.
- 1.21 Union means the Saskatchewan Government and General Employees' Union representing the employees of the Living Skies Housing Authority Technical Services Unit.

ARTICLE 2 SCOPE

The terms of this Agreement shall apply to all employees of the Technical Services **Bargaining** Unit of the Living Skies Housing Authority in Saskatchewan except:

General Manager

Provincial Manager, Housing Technical Operations

Manager, Construction Services and Programs

Manager, Inspections

Manager, Technical Programs

ARTICLE 3 MANAGEMENT RIGHTS

The Union acknowledges that it is the right of the Employer to manage the operation and workforce in all respects unless specifically limited by the terms of this Agreement, in a manner that is fair, reasonable, and consistent with the terms of this Agreement.

ARTICLE 4 UNION SECURITY

4.1 Employer Recognition of the Union

- a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent for employees except as excluded in Article 2. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the Employer for the purpose of resolving differences that may arise between them, and to strive for amicable settlements.
- b) No employee or group of employees shall undertake to represent the Union at meetings with the Employer's representative without the proper authorization of the Union. The Union will supply the Employer's representative with the names of its officers. The Employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business.

4.2 Union Business

- a) The Employer agrees to grant a leave of absence with pay to employees to attend Union conventions, meetings, conferences and learning opportunities provided that such leave does not unreasonably interfere with operation of the employer and that it shall not be unreasonably withheld.
- b) The Union agrees to provide the Employer with a written request for Union leave at least five (5) days in advance. Where the union does not know of the need for union leave five (5) days in advance, verbal or written request may be made, however, the ability to grant such leave may be more difficult. Prior to the employee taking union leave, a formal, written union leave request form will be submitted.
- c) The Union agrees to reimburse the Employer for all wages and benefits paid under this Article.

4.3 Discrimination and Harassment

- a) The following does not limit access to rights or provisions under the *Occupational Health and Safety Act* or *The Saskatchewan Human Rights Code*.

4.3.1 Discrimination

- a) There shall be no discrimination or harassment with respect to any employee by reason of age (subject to compulsory retirement provisions), race, physical disability, creed, colour,

national ancestry, place or residence, religious or political affiliation, sex or sexual orientation, marital status, criminal record that has no relevance to the duties of the employee's position, nor by reason of membership or activity in the Union.

4.3.2 **Anti-Harassment Policy Statement**

- a) Harassment is illegal under *The Saskatchewan Human Rights Code, The Saskatchewan Employment Act, and Part III, Occupational Health & Safety*. It is the Employer's responsibility to provide a workplace free from harassment.
- b) Employees have a right to be treated fairly and with respect and work in an environment free of harassment. Employees have a legal responsibility not to participate in harassment. The Employer will not condone or tolerate unwanted, unwelcome attention or disrespectful behavior that is harassing in nature under the parameters contained within *The Saskatchewan Human Rights Code, The Saskatchewan Employment Act and Part III, Occupational Health & Safety*.

4.3.3 **Use of Mediators/Investigators**

- a) The parties agree to utilize a jointly agreed to list of mediators and/or investigators to deal with complaints of harassment.

4.4 **Union Membership**

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

4.5 **Check-Off**

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

4.6 **Income Tax (T-4) Slips**

At the time that Income Tax (T-4) slips are made available, the Employer shall record the amount of the Union dues paid by each Union member on the T-4 slip.

4.7 **New Employees**

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

A representative of the Union shall be afforded the opportunity to acquaint new members with the collective agreement and duties of union membership.

4.8 **No Individual Agreements**

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

4.9 **Bulletin Boards**

The Employer shall make available to the Union a bulletin board in the Technical Services office, so that the employees have access to it, upon which the Union shall have the right to post notices and information which may be of interest to the employees.

4.10 **No Reprisals from Work Stoppages**

The Employer agrees that it shall not dismiss, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a penalty against any person because **they are** engaged in any lawful activity related to a lawful work stoppage with the employer.

4.11 **Refusal to Cross Picket Lines**

An employee who chooses not to cross a lawful picket line will not be disciplined or discriminated against. All employees shall cross a picket line which is declared illegal by a court of competent jurisdiction.

4.12 **Union/Management Committee**

- a) The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions for the purpose of reaching agreement on matters of common interest.

- b) The purpose of the Union/Management Committee meetings shall be for the exchange of information, the seeking and considering of the advice and views of each party with appropriate opportunity provided for discussion and comment in a genuine manner, and recommendations made wherever possible. This does not imply unanimous or majority agreement, nor does it interfere with the Employer's or the Union's rights arising out of the Collective Agreement.
- c) A Union/Management Committee shall be appointed consisting of two representatives of union and management (unless otherwise agreed to by the parties).
- d) The committee will have union and management co-chairs.
- e) Upon request of either chair, the committee will meet or conference call within 14 calendar days. An agenda will be established five (5) days prior to the meeting. Where there is an issue of an emergent nature either chair may request a meeting or conference call to be held within three (3) working days.
- f) Non-committee members may attend meetings by mutual agreement of the co-chairs. The committee may appoint working committees to review specific issues and provide information/recommendations.
- g) Employees who are members of the Union/Management Committee when attending meetings with management during normal office hours shall be deemed to be carrying out their normal work under this Agreement and shall receive their usual remuneration from the Employer while in attendance.

4.13

Contracting Out

The Employer will not contract out bargaining unit work that will result in **loss of work or** the lay-off of employees. Where work is to be contracted out, Living Skies Housing Authority will provide the Union with four (4) months' **prior notice to commencement of work, unless the Employer and Union agree to a longer or shorter period.**

During the notice period, the Union/Management Committee shall meet to discuss the reasons and possible alternatives to the proposed contracting out as well as to facilitate potential retraining and/or redeployment opportunities.

There shall be a time limit of no longer than six (6) months for an outside contractor, organization, group, or person doing Bargaining Unit work, with an extension approval agreed to by the Union. If work is extended beyond nine (9) months, management shall make application to create a new position.

ARTICLE 5 PROGRESSIVE DISCIPLINE

5.1 Preamble

- a) Both parties agree that the Employer will make reasonable effort to endeavour to resolve problems with respect to employee performance through discussion and consultation prior to the initiation of disciplinary action. Both parties further agree to ensure full explanation of all issues that are raised in connection with Article 5.
- b) The employer acknowledges the right of employees, including those employees on probation, to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure.
- c) In the event the Employer initiates disciplinary action against an employee, except in cases of serious misconduct, the practice of progressive discipline will take place.
- d) No employee shall be dismissed or disciplined without just cause.
- e) Where the Employer intends to discipline an employee for just cause, the employee shall be so notified in advance of the purpose of the interview, and informed of the right to have a Union **shop steward** or **Labour Relations Officer/SGEU designate** of the Union present at the interview.
- f) Employees will be provided with a **minimum of 48 hours' notice** to seek union representation.

5.2 Principles of Progressive Discipline

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

- a) verbal reprimand
- b) written reprimand
- c) suspension
- d) dismissal

5.3 Constructive **Training** and Coaching

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

- b) The Employer may, before initiating or imposing discipline, arrange to meet with the employee to discuss the employee's work performance in an effort to resolve the problem, except in the case where the employee has been suspended or dismissed. The employee shall have the right to have a **shop steward or Labour Relations Officer/SGEU designate** present.

5.4

Records of an Employee

- a) An employee, upon request, shall be able to review **their** employee file:
 - i) An employee shall request access through **Business Support Operations**, to be arranged at mutually agreed time.
 - ii) The Union shall have access to an employee's file on the employee's written authorization.
 - iii) The employee or Union representative is permitted to make notes or copies from the employee's file; however, the file cannot be removed from the office.
 - iv) An employee may request to add any pertinent information to **their** file.
- b) A copy of any document, other information, or record of formal **coaching** sessions held in accordance with the Corrective Discipline Policy placed on any employee's file which might, at any time, be used for disciplinary action shall be supplied concurrently to the employee and to the Union unless the employee states in writing **they do** not want a copy sent to the Union.
- c) Disciplinary documents shall be removed from an employee's file after two (2) years unless there are disciplinary documents of equal or greater severity placed on the employee's file within the two (2) year period. If the Employer requests that documents remain more than two (2) years and the Union disagrees, the matter shall be referred to expedited arbitration. The employee will be informed in writing when documents are removed.
- d) An Employee may make written request to **Business Support Operations** to have disciplinary documents removed from their file after one (1) year. The onus will be on the employee to provide adequate reasons to have the document(s) removed.

5.5 Notice of Resignation

A permanent employee shall be expected to file written notice with the Employer of **their** intention to resign from the service at least two weeks prior to the date which **they** intend to leave. The Employer may waive that period of notice. A probationary or temporary employee shall be expected to file written notice with the Employer of **their** intention to resign from the service at least seven days prior to the date upon which **they** intend to leave.

5.6 Notice of Dismissal or Demotion

Employees who are dismissed **with just cause** will not receive notice or payment in lieu of notice, unless otherwise negotiated between the parties in the settlement of a grievance.

Employees who are dismissed for **non-culpable** reasons, **shall be provided with the notice period as per the *Saskatchewan Employment Act*.**

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 Definition of a Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union pertaining to any of the following:

- a) **Any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work, or working conditions of any employee(s).**
- b) **Any matter involving the interpretation, application, or alleged violation of any provision of this Agreement.**
- c) **The Employer shall receive a grievance only when it is submitted in writing by an authorized shop steward or by a Labour Relations Officer.**

6.2 Disclosure of All Information

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

6.3 Union Grievance/Group Grievance

The Union may file a policy grievance where a dispute involves a question of general application or interpretation of this Agreement. Such grievance shall commence at Step 2. The Union shall have the right to

file a grievance on its own behalf or on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided for in this Agreement.

6.4 Shop Stewards

- a) Recognition – The employer recognizes the steward(s) as designated representatives, elected by the **members of the bargaining unit**. The Union will notify the Employer, in writing, of the name of each steward, on an annual basis, or when a vacancy is filled in term.
- b) Meeting with the Employee – Any employee who feels **they have** been aggrieved may request permission from **their manager or designate** to leave work temporarily, in order to discuss the complaint with a **shop steward** within the **bargaining unit**. Neither the employee nor the **steward** shall suffer a loss of pay. Suitable arrangements for an appropriate time and place shall be made with the Manager or designate.
- c) Meeting with the Employer – The Employer agrees that one Union representative and the grievor may attend a grievance meeting with the Employer without suffering a loss of pay.
- d) Any **Labour Relations Officer/SGEU designate** may also attend a grievance meeting.

6.5 Grievance Procedure – Union/Employee Grievance

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

- a) **Pre-Grievance Meeting**
 - i) An employee who believes that **they have** a justifiable request or complaint may discuss such matters with the Manager and/ **or designate** in an effort to resolve the problem. The Manager **and/or designate**, shall convene a meeting with the employee within seven working days at a time mutually agreed upon. The employee may request the attendance of the shop steward **and/or a Labour Relations Officer/SGEU designate** at the meeting.
 - ii) Utilizing this process will not deny the employee access of the grievance/arbitration procedure. If an employee accesses this process the time frame to launch a grievance will be extended to commence on the date that the **Manager or designate** provides a decision.
 - iii) The **Manager or designate** shall provide the decision within seven working days of the meeting and the decision

shall be presented to the employee, **Labour Relations Officer/SGEU designate** and the shop steward (if one was in attendance).

6.6 **Grievance Procedure (Formal Process)**

a) **Step 1 – Procedure for Employee Aggrieved**

Only a **Labour Relations Officer/SGEU designate** or duly authorized steward, in consultation with **their** Labour Relations Officer/**SGEU designate** may file a grievance. The aggrieved employee shall take a grievance to the shop steward of **their** choice and the following sequence shall occur and will end at the employee's request or when the grievance has been settled to the satisfaction of the Union.

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

Subject to Article 8.6(d), the shop steward will submit the employee's grievance in writing to the immediate manager within **30 calendar** days of the occurrence of the matter leading to the grievance or the time that the employee became aware of the occurrence.

The manager will hear the grievance and submit **their** decision in writing to the grievor, the shop steward and the Union within **30 calendar** days.

b) **Step 2 – General Manager**

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

6.7 **Alternate Dispute Resolution Process**

- a) If a satisfactory settlement cannot be effected at step 2, the parties will meet within 30 calendar days to determine one of the following dispute resolution mechanisms: Mediation, Expedited Arbitration, Single Arbitrator or Full Panel Arbitration.
- b) Should the parties mutually agree to grievance mediation, the grievance will be mediated. In the event the grievance was not successfully resolved through grievance mediation, the Union,

within 30 calendar days, will inform the employer in writing of the decision to advance the grievance to arbitration. The parties will meet as per Article 6.7 a) to determine the type of Arbitration. Failure to meet the time limit will result in the grievance being withdrawn and no further action can be taken on the matter.

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

6.8 **Expedited Arbitration**

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

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- a) dismissals
- b) failure on probation
- c) suspensions in excess of 20 work days
- d) policy grievances
- e) grievances requiring substantial interpretation of a provision of the Collective Agreement
- f) grievances requiring presentation of extrinsic evidence
- g) grievances where a party intends to raise a preliminary objection
- h) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process, but either party may remove it from the expedited arbitration process at any time prior to hearing and forward it to a regular arbitration hearing.

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

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

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

All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

No legal counsel will be used by either party. The Union will use elected representatives or staff representatives. The Employer will use excluded employees or consultants.

Whenever possible, the arbitrator will attempt to mediate a settlement between the parties.

The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

The expedited arbitrator shall have the same powers and authority as a single arbitrator or arbitration board established under the provisions of Articles 6.9 and 6.10, excepting the above, that the decision shall be rendered within two working days of the hearings.

It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration hearing.

Procedure Guidelines

The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.

The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.

The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.

The Arguments: As agreed, the parties will not cite legal precedents, but may refer to Brown & Beatty, Palmer, or other legal research materials. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by the representatives to ensure that all relevant clauses are put before the arbitrator.

General rules of evidence will be waived except for the rule of "onus."

6.9

Selection of an Arbitrator (Single Arbitrator)

Within 30 days of receiving the response at Step 2 or from the date of the discussion regarding alternate dispute resolution mechanisms (Article 6.7) by mutual agreement, the parties may elect to have a single Arbitrator selected.

a) **Procedure**

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

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

b) **Decision of the Arbitrator**

The Arbitrator shall render a final and binding decision within 30 days of the end of the hearings.

The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the Arbitrator shall have the power to dispose of the grievance by any arrangement which the Arbitrator deems just and equitable.

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision.

c) **Expenses of the Arbitrator**

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

6.10 **Arbitration Board – Full Panel**

Written notice of intent to have a matter heard by an Arbitration Board shall be submitted to the other party within 30 calendar days after the completion of the grievance procedures as provided in this Agreement, or from the date of the meeting to discuss alternate dispute resolution mechanisms.

Such written notice shall contain the name of the person appointed to the Arbitration Board by the party giving the notice.

Within seven days after receiving the notice, the party to whom notice is given shall furnish the name of its appointee to the party who gave the notice to arbitrate.

The two appointees named by the parties to this agreement shall, within 10 calendar days after the appointment of the second of them, appoint a third member of the Arbitration Board who shall Chair the Arbitration Board.

If the party receiving the notice fails to appoint a member of the Arbitration Board, the Chairperson of the Labour Relations Board, on the request of a party to this Agreement, shall appoint a member on behalf of the party failing to make an appointment as per *The Saskatchewan Employment Act*.

The Arbitrator/Arbitration Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. Subject to the foregoing, the Arbitrator/Arbitration Board shall have the power to dispose of the grievance by any arrangement which the Arbitrator/Arbitration Board deems just and equitable.

Should the parties disagree as to the meaning of the Arbitrator's/Arbitration Board's decision, either party may apply to the Arbitrator/Arbitration Board to clarify the decision.

Each party shall pay the fees and expenses of their appointee to the Arbitration Board. The fees and expenses of the Chairperson and any other common expenses shall be shared equally by both parties.

6.11 **Employee Expenses**

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

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

6.12 **Time Limits**

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

ARTICLE 7 SENIORITY

7.1 **Definition**

The seniority of all employees within the scope of this Agreement shall, after successful completion of an initial probation period, be calculated based on the following and subject to any specific Articles in this Agreement:

a) **Permanent Employees**

Seniority for permanent employees shall be the date the employee commenced full-time employment with the Employer adjusted to include any hours the employee worked prior to permanent employment provided that the employee was continuously employed by the Employer. Where applicable, a permanent employee's start date shall be adjusted in accordance with Article 7.4.

b) **Part-time, Temporary, Seasonal and Casual Employees**

All permanent part-time, temporary, seasonal and casual employees within the scope of this Agreement shall earn seniority based on the number of hours the employee works, inclusive of any paid leaves of absence.

7.2 Seniority Roster

a) The Employer shall prepare and post the seniority roster by February 1st of each year. Such list will include the seniority of each employee up to December 31st. A copy of the roster shall also be provided each year to the Union.

b) Employees will be allowed to challenge the accuracy of their seniority during a four week period from February 15th – March 15th. All challenges are to be directed to the **Business Support Operations** or designate for an assessment and the employee must provide satisfactory proof of error. Where satisfactory proof of error is provided, the error will be corrected.

c) Where an employee is not satisfied with the decision of **Business Support Operations** they may access the grievance procedure. The grievance must be filed within **30 calendar** days of the employee's receipt of the **Business Support Operations** decision.

7.3 Maintenance and Accrual

Seniority shall be maintained and accrue during:

- a) All periods of paid leave
- b) Leave of absence without pay for periods not exceeding six months
- c) Maternity leave
- d) Adoption leave
- e) Paternity leave

- f) Lay-off up to and including three months
- g) Prolonged or unpaid medical leave up to two years
- h) Workers Compensation leave up to two years
- i) Compassionate Leave.

7.4 Maintenance of Seniority

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

- a) Periods of unpaid leaves of absence over six months
- b) Periods of prolonged illness and disability up to 3 years
- c) Appointment to an out-of-scope position subject to Article 8.8
- d) Lay-off over three months to a maximum of 24 months

7.5 Loss of Seniority

An employee shall lose seniority in the event the employee:

- a) Is dismissed for just cause, and not reinstated
- b) Is laid-off for more than 24 consecutive months
- c) Voluntarily terminates
- d) Fails to comply with the re-employment provisions of return from lay-off (Article 10.12 (h)) within five days of the Employer issuing notice of re-employment by registered mail
- e) Abandons **their** job
- f) Out-of-scope promotion subject to Article 8.8

ARTICLE 8 JOB POSTINGS

8.1 Position Designations

All positions within the scope of this Agreement shall be designated as either:

- a) Permanent full-time, or
- b) Permanent part-time, or
- c) Temporary, or
- d) Casual
- e) **Seasonal**

8.2

Job Postings

- a) When a new position is created, or a vacancy for a permanent position, the Employer shall post notice of the position internally for seven working days, unless the Employer and the Union agree to a longer or shorter period.
- b) During the seven day period, the Employer will make every reasonable effort to inform employees by email of such posting where employees are on a leave of absence.
- c) **An electronic notification will be sent to all employees.** A copy of the posting shall be forwarded to every employee on the re-employment list. When the employer is aware of a vacancy, **SGEU proper** will be advised within 30 **calendar** days of the position becoming vacant, of any decision to leave the position vacant, to reclassify the position prior to posting or to abolish the position.

8.3

Information in Posting

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

- a) name of position
- b) classification of position/department
- c) brief description of core duties (not an exhaustive list of duties to be performed)
- d) knowledge, skills and abilities, qualifications and experience required
- e) salary range
- f) hours of work
- g) status of position
- h) deadline for applications
- i) **in-scope position**

8.4 Temporary Positions

- a) All temporary positions longer than four (4) months shall be posted as per article 8.2(a) unless otherwise agreed between the parties. The maximum length of a temporary position shall be 24 months, unless otherwise agreed between the parties. Any temporary position that becomes a permanent position shall be posted and filled as per Article 8.2.
- b) Upon conclusion of a temporary appointment, the incumbent shall return to **their** permanent position, or where the temporary employee did not have a permanent position, **they** shall be terminated.

8.5 Qualifying for Positions

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

8.6 Selection Process

- a) The Employer shall notify the Union of the names and seniority of the in-scope applicants for the position, two (2) working days prior to the interviews.
- b) The Employer will appoint the senior qualified applicant based on the employer determined KSA's as per Article 8.5.
- c) The employer will advise the Union in the event the employer holds interviews for a vacant in-scope position, which includes an internal applicant. The Union may provide an observer for the interviews. Where the senior in-scope candidate is not successful, the employer will provide written rationale to the candidate and the Union.
- d) Except for employees on initial probation, any other employee who was entered in the competition shall have the right to grieve the decision. Any grievances relating to this Article must be filed within **ten (10)** working days from the notification of selection. The grievance will be heard at Step 1 within 48 hours from the date the grievance was filed.
- e) **Notwithstanding the above, timelines may be extended by mutual agreement.**

8.7 Reversion From Temporary Appointment

Subject to Article 8.6, a permanent employee appointed to a temporary position shall at the conclusion of the temporary appointment return to **their** permanent position. Such employee shall be entitled to any increments or benefits had **they** remained in the permanent position.

8.8 Temporary Out-of-Scope Appointment

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

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

8.9 Permanent Out of Scope Appointment

An employee who is appointed to an out-of-scope position has the right to revert within a six month period.

Employees who, within a six month period, fail their probation in an out-of-scope position shall be reverted to their former position. The employee retains their seniority upon reversion in either of the above.

8.10 Secondment

The parties agree to negotiate the specific conditions surrounding the secondment of any in-scope employee to any outside agency.

ARTICLE 9 PROBATION

9.1 Probation on Initial Hiring

- a) Newly hired employees shall serve an initial probationary period of one hundred and twenty (120) paid days from the date the employee commences employment.
- b) During the period of probation an employee will not accumulate seniority. Upon satisfactory completion of the probationary period the employee will be awarded seniority back to the date of employment.
- c) By mutual agreement of the parties to this Agreement, the probationary period for any employee may be extended beyond the established probation period.

- d) Where the Employer does not dismiss the Employee before the end of the probationary period the Employee shall be deemed to become a permanent employee in that position and classification.

9.2 Movement in a New Position

- a) An employee who has served an initial probationary period shall have a subsequent probationary period of 40 days worked, when assuming a new position within the Authority subject to Article 9.1 c).
- b) At any time during the subsequent probationary period, the Employer or the employee may terminate the appointment in writing, in which case the employee shall revert to **their** most recently held position without loss of any benefits that may have been earned had **they** not assumed a new position, or by mutual agreement, **they** may revert to a similar position at the same step in the salary range, subject to any increments **they** would have earned had **they** not assumed the new position.
- c) When the Employer does not terminate or fail the employee before the end of **their** probationary period, the employee will be deemed to have successfully completed the probationary period.

9.3 On-Re-Employment

An employee re-employed following job abolition shall serve a subsequent probationary period of 40 days worked, except where **they are** re-employed in a position similar to a position formerly held.

9.4 On Demotion

A probationary period of 40 days worked shall be served, except where an employee demotes into a classification/position the employee formerly held.

**ARTICLE 10 LAY-OFF AND RE-EMPLOYMENT
(Permanent Full-time and Permanent Part-Time Employees)**

10.1 Lay-off in Reverse Order of Seniority

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

10.2 Employer to Inform Union

The Employer shall inform the Union of possible lay-offs as far in advance as possible.

10.3

Notice of Lay-off

Notice of lay-off shall be given to employees as follows:

- a) Two weeks written notice, if the period of employment is less than one year.
- b) Three weeks written notice, if the period of employment is one year or more but less than three years.
- c) Four weeks written notice, if the period of employment is three years or more but less than five years.
- d) Six weeks written notice, if the period of employment is five years or more but less than 10 years.
- e) Eight weeks written notice, if the period of employment is 10 years or more.

10.4

Temporary Employees Laid-off First if in Same Classification

Temporary employees will be terminated before a Permanent employee in the same classification. Temporary employees will receive notice in accordance with Article 10.3, but will not have displacement rights.

10.5

Options for Permanent Full-time and Permanent Part-time Employees who have Received Notice of Lay-off

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

- a) displace another permanent employee, or
- b) go on lay-off and be placed on the re-employment list, or
- c) retire and access pension options, or
- d) resign and collect severance pay.

10.6

Notice to Exercise Displacement Rights

- a) An employee who intends to exercise displacement rights shall indicate **their** intention in writing to the Employer within three working days of receipt of the notice of lay-off.
- b) If no response is received within this period, the employee shall be deemed to have declined the option to displace, and must choose one of the other options in Article 10.5.
- c) Upon receipt of notice of the employee's intention to displace, the Employer will, within three working days, present the employee

with an offer of a position to displace into, providing there is such a position.

10.7 **Acceptance of an Offer of a Position**

- a) An employee will have three working days to consider the offer of a position. The three day period shall be deemed to have commenced at 5:00 p.m. of the day the offer is formally made, or at the end of the employee's work period on the day the offer is made, whichever is later. If the employee does not accept the offer of the position within the three day period, it will be deemed the employee has declined the offer. The employee within two working days must elect one of the other options in Article 10.5. Once the employee accepts the position, the Employer will advise the employee of the commencement date in the new position and the lay-off notice will be deemed to have been rescinded.
- b) If an employee does not accept an offer of a position in the displacement order, the employee will be deemed to have declined the option to displace and within two working days must elect one of the other options as stated in Article 10.5.

10.8 **Displacement Order**

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

- a) in the same classification, or
- b) in a classification with a similar pay range, or
- c) in a lower classification,

provided the employee possesses the KSA's as per Article 8.5, for the positions. In all cases the employee with the least seniority will be displaced.

10.9 **Employees Not Offered a Position**

If the employee is not offered a position after having proceeded through all stages of displacement, the employee within two working days must choose another option as stated in Article 10.5.

10.10 **Rights of Employees who are Displaced**

The options in Article 10.5 shall be available to employee(s) who have been displaced.

10.11 Time to Adjust in New Position

An employee who, as a result of displacement assumes a new position, shall be placed on probation in accordance with Article 9.3. In the event **they do** not successfully complete the probationary period or if **they** so choose, **they** will be placed on the re-employment list or within two working days may choose one of the other options as stated in Article 10.5. In any case the employee will not have another displacement option.

10.12 Re-Employment List

- a) An employee who has been laid off and who was unable to exercise displacement rights or who chose not to exercise displacement rights, shall be placed on the re-employment list for the class of positions **they** wish to be considered for in upcoming competitions.
- b) Employee's names will be automatically included in competitions for vacancies based on the information provided in (a) above.
- c) An employee who does not accept a position offered will be removed from the re-employment list and will be deemed to have resigned from the Employer. Where an employee can display an extenuating circumstance as a reason to refuse an offer of position, the employer and the union shall negotiate an alternative to resignation.
- d) No new employees shall be hired when qualified employees are still on the re-employment list.
- e) An employee who has been laid off shall have **their** name kept on the re-employment list for an unbroken period not to exceed two years. If not re-employed within 24 months, the employee shall lose seniority and be terminated.
- f) Subject to Article 10.15, at any time during the 24 month period the employee may elect to resign and collect severance pay.
- g) Employees shall keep the Employer notified of any change in address or phone number during the lay-off period or while their name remains on a re-employment list.
- h) An employee who fails to reply within five working days to an offer of re-employment, sent by registered mail, to the employee's residence shall lose seniority and be terminated.

10.13 **Benefits While on Lay-Off**

Employees on the re-employment list shall earn benefits in accordance with Article 16.8.

10.14 **Resignation Option**

Employees on the re-employment list shall give the Employer two weeks written notice of resignation.

10.15 **Severance Pay**

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

ARTICLE 11 HOURS OF WORK

11.1 **Rest Periods**

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

11.2 Office Staff 5-4 (72 Hours per 2 week Cycle)

Employees shall work eight (8) hours per day (72 hours per 2 week cycle). The hours of work shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. with an hour lunch break taken between 12:00 p.m. and 1:00 p.m. By mutual agreement, the lunch break may be taken between 11:00 a.m. and 2:00 p.m. Saturday and Sunday shall be designated as days of rest.

Employees may request and the Employer may approve flexible start and stop times and lunch breaks. Lunch breaks shall be a minimum of one-half (1/2) hour.

Employees shall receive two (2) paid fifteen (15) minute breaks per eight (8) hour workdays.

11.3 Field Staff

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

11.4 Earned Days Off (EDO) – Permanent Full-Time Employees

- a) Employees working thirty-six (36) hours per week shall have one EDO every two weeks. Employees working thirty-seven and a third (37 1/3) hours per week shall have one EDO every three (3) weeks. Both shall be subject to the following:
 - i) office employees EDOs shall normally be taken on Friday, or Monday. At the employee's request and by mutual agreement locally, EDOs may be taken on any day of the week;
 - ii) wherever possible EDOs for regulated thirty-six (36) and thirty- seven and a third (37 1/3) hour employees shall be scheduled adjacent to days of rest except where they may be rescheduled by mutual agreement between the employee and the **Manager or designate**;
 - iii) EDOs shall not alter the employee's regular days of rest;
 - iv) there shall be no claim for sick leave when an employee is ill on an EDO;
 - v) employees on sick leave, vacation leave, educational leave, or other approved leave, with or without pay, shall resume their normal work cycle when they return to work.

There shall be no accumulation of an employee's EDOs that would have been taken during the period of the leave;

- vi) while on sick leave or vacation leave, the number of days charged against the employee's sick or vacation leave shall not include **their** EDOs during that period;
- vii) When an employee is authorized to attend a training course that falls on **their** EDO, and does not involve a leave of absence, the employee can request that the EDO be banked (subject to 11.4 a)9, below) and management will either grant the request or by mutual agreement reschedule the EDO.

When an employee is directed to attend a training course that falls on **their** EDO, and does not involve a leave of absence the employee can request to bank the EDO at one and one half- times (subject to 9.4 A)9, below), or receive pay at one and one-half times the employee's hourly rate of pay.

- viii) EDOs that fall on a designated holiday shall be rescheduled to the preceding or next following working day by mutual agreement;
- ix) upon request, all employees except field, shall be permitted to bank a maximum of five (5) EDOs on a non-cumulative basis, to be used in that fiscal year, by local mutual agreement;
- x) upon request, employees shall be permitted to use a partial EDO by local mutual agreement.

11.4.1

Field Employees

- a) The following special provisions may be implemented by mutual agreement at the local level:
 - i) notwithstanding the above, scheduled EDOs shall be worked and accumulated at straight time rates;
 - ii) the duration of the period during which EDOs are to be worked and accumulated will be established by mutual agreement provided that the period shall not exceed six (6) months;
 - iii) any scheduled EDOs worked for the purpose of accumulation shall not be included as actual hours worked in the averaging period for the calculation of overtime entitlement;
 - iv) accumulated EDOs shall be taken by mutual agreement at the local level provided that they fall within the three (3)

month period immediately following the expiration of the accumulation period as set out in (2) above;

- v) in the event mutual agreement is not reached as set out in (4) above, management shall direct when the days are to be taken in accordance with the three (3) month provision;
- vi) in the event that mutual agreement is not reached at the local level as provided for in (4) above, and management does not direct when the accumulated earned days are to be taken as provided for in (5) above, the accumulated EDOs not taken will be paid out at the rate of time and one-half for each EDO, based on the employee's rate of pay in effect at the time of the expiration of the accumulation period as set out in (2) above; and
- vii) the duration of the averaging period shall be considered expired if an employee is dismissed, resigns, promotes, demotes, transfers or is on an approved leave of absence without pay or lay-off for a period of three (3) calendar weeks or more. The EDOs accumulated in that period in time shall be paid out at one and one-half (1½) times the employee's regular hourly rate of pay for each EDO based upon the rate of pay in effect at the time of the expiration of the averaging period, as set out in this provision.

11.5 Sick Leave On A Scheduled Day

If an employee is ill on an earned day off there will be no other day assigned and no charge against the employee's sick leave **hours**.

11.6 Overtime

11.6.1 Overtime Approval

- a) **Where a field employee may be working more than the hours in their averaging period, written/verbal notification for approval from management to work overtime hours is required. In unplanned or emergent circumstances, written notification shall be submitted within two business days.**

11.6.2 Overtime within the Averaging Period

- a) Overtime shall not be included as time worked for the purposes of the employee's averaging period except when taken as time in lieu. Number of hours eligible to work, must be reduced by the number of hours taken as time in lieu.

11.7 **All Employees Except Field**

11.7.1 **On a Regular Work Day**

- a) Payment shall not be made for overtime under one-half (½) hour.

Payment shall be made at one and one-half (1½) times the employee's hourly rate for the first four (4) hours worked and at double time for all hours worked above four (4) on that day.

11.7.2 **On Assigned Days of Rest**

- a) An employee who is required to work on **their** regularly assigned days of rest, shall be paid at the rate of double time for all hours worked on that day, with a minimum two (2) hour guarantee at overtime rates.

11.7.3 **On Scheduled Earned Days Off**

- a) Employees shall receive overtime at one and one-half (1½) times their regular rate for all hours worked on a scheduled EDO except when banking the EDO.

11.8 **Field Employees**

11.8.1 **On a Regular Work Day**

- a) All field employees shall receive pay at one and one-half (1½) times their regular rate for all hours worked in excess of the hours to be worked at straight time within the averaging period and after **ten (10)** hours in a day. The parties may waive this provision as appropriate.

11.8.2 **On an Assigned Day of Rest**

- a) A field employee will be assigned one (1) day of rest per week. An employee who is required to work on **their** assigned day of rest shall be paid at the rate of double time for all hours worked in that day, with a minimum of two (2) hours guarantee at overtime rates. The parties may waive this provision as appropriate.

11.9 **Time In Lieu of Overtime (TIL)**

- a) At the request of the employee, management shall allow the employee to bank time at the appropriate premium rate in lieu of payment for overtime or to be paid at the appropriate premium rate. For purposes of banking, any hours in excess of ninety (90) hours requires management approval. Time off shall be taken at a mutually acceptable time. If such time off in lieu cannot be taken by the end of the fiscal year, an employee shall be eligible

to carry over a maximum one hundred and twenty (120) hours to the next fiscal year.

- b) An employee shall be paid out for all hours in excess of one hundred and twenty (120) hours at the end of each fiscal year. Employees may also request pay out of accumulated TIL.

11.10 Phone Calls After Hours

- a) An employee who after **they have** left **their** place of work, receives a phone call from management, or designate, after work, which does not involve a return to **their** place of work, shall be paid for each hour or portion thereof worked or for a minimum of one-half (1/2) hour at appropriate overtime rates. Notwithstanding the above, an employee called more than once in the one-half (1/2) hour period shall not receive any further overtime until the one-half (1/2) hour period has elapsed.

11.11 Shift Differential and Weekend Premium

- a) Shift Differential
 - i) A shift differential **in the amount of two dollars and seventy-five cents (\$2.75) per hour** shall be paid for all hours worked between the hours of 6:00 p.m. and 7:00 a.m. Shift differential shall not be part of basic wage rates or be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid.
 - ii) Shift differential will not be payable in a modified work pattern in a situation where it was not payable under the standard hours of work arrangements.
- b) Weekend Premium
 - i) A weekend premium **in the amount of two dollars and twenty-five cents (\$2.25) per hour** shall be paid for all hours worked between the hours of 6:00 p.m. Friday and 7:00 a.m. Monday. Weekend premium shall not be part of basic wage rates or be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid.

11.12 Remote Work Policy (full-time or part-time remote work)

Where Employer or employee initiated remote work may be appropriate, the process for approving such arrangements, and the manner in which these arrangements will be undertaken will be in line with Section 806 of the Saskatchewan Public Service and with approval by the LSHA Senior Leadership Team. Remote work arrangements will be considered, provided operational needs are met and all core values are supported.

ARTICLE 12 PAY ADMINISTRATION

12.1 Equal Pay for Equal Work

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

12.2 Pay Calculation

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

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

12.3 Rates of Pay

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

12.4

Pay Periods

- a) All permanent full-time employees shall be paid their monthly salary, in equal amounts, on the 15th day and the last day of the month. When these dates fall on Saturday, Sunday or Designated Holidays, salary will be paid on the business day preceding the scheduled pay day. Employees shall receive a statement showing period worked, gross amount earned, all deductions there from and for what purpose, net amount payable, and deposited by direct deposit to a bank or credit union of the employee's choice.

12.5

Increments

- a) A permanent employee's anniversary date shall be the date on which the employee commenced work in their current position with the Employer. Employees shall receive annual increments of **4%** effective each anniversary date, until the maximum is reached as defined by the pay scale in Appendix "A", subject to Article 12.5(c), provided the employee worked full-time hours. In the event an employee takes an unpaid leave of absence of greater than 30 days, the employee's anniversary date shall be adjusted proportional to the amount of leave taken. This adjusted anniversary date shall be the employee's anniversary date for all other increments the employee may be entitled to. **Employees hired with an anniversary date of the 1st to the 15th will have the new salary applied on the 31st pay of that month with retroactive pay applied. Employees hired with an anniversary date of the 16th to the 31st will have the new salary applied on the 15th pay of the following month with retroactive pay applied.**
- b) Notwithstanding the above, the employer may withhold the increment on the basis of an unsatisfactory performance report. The Employer shall notify the employee in writing of such action prior to the increment date, giving reasons for withholding the increment. If the employee is not served with such notice prior to the increment date, **they** will be deemed to have earned the increment. An employee may grieve against the withholding of **their** increment.
- c) An employee returning to work after more than 30 consecutive days leave of absence without pay or lay-off, will be eligible to receive an increment after 12 months of actual service, less credit toward increment that was earned prior to lay-off or prior to and during leave of absence.
- d) The date upon which the employee becomes entitled to the increment will be the employee's anniversary date. Should the

leave be due to a **non-work related injury**, a work injury covered by the Workers' Compensation Board, or a maternity or paternity leave, there shall be no change in the anniversary date regardless of the length of the absence.

- e) For the purposes of this Article, days paid for sick leave, designated holidays, annual vacation, Workers' Compensation leave, leave with pay and Union leave shall be regarded as time worked.

12.6 In-Hiring Rates of Pay

The hiring rates of pay **may** be at the minimum of the pay range **and no more than the maximum. The Employer will take into consideration prior experience and/or education.**

12.7 Pay on Movement to a New Position

a) Assuming a Higher Paid Position

When an employee assumes a position with a higher rate of pay, the employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than 8% above current salary and not more than the maximum of the new range. When an employee assumes a position with a higher rate of pay on other than the first working day of the month, the increment date shall be adjusted to the first of the month where the employee commenced work in the new position between the 1st and the 15th of the month and to the first day of the following month where the employee commenced work in the new position between the 16th and the last day of the month. Whenever an employee's increment date or an adjustment in salary occur on the same date as a promotion or reclassification, the employee shall receive the increment or adjustment before the promotional formula is applied.

b) Assuming a Lower Paid Position

Involuntary movement to new position

In the event an employee assumes a position with a lower rate of pay, the employee will be **paid their current rate of pay.**

Voluntary movement to new position

If their current rate of pay is above the maximum rate of pay of the new position, they will be paid the maximum rate of pay of the new position. The employee's anniversary date will not be adjusted.

c) **Assuming a Position with the Same Rate of Pay**

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

d) **Reversion Rights**

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

12.8 **Professional Fees**

Employees who require certificates and/or accreditation to perform their duties shall be reimbursed the cost of the fee.

12.9 **Vehicles for Employer Business**

a) When any employee is required to use a personal vehicle in the performance of their work, the Employer agrees to pay mileage in accordance with the rates established by the Saskatchewan Public Service Commission, effective on the date as communicated by Saskatchewan Housing.

b) **Employees who use their personal vehicle for LSHA work may claim an expense of up to \$250 annually for additional insurance coverage or an emergency roadside assistance program.**

Employees will be required to complete an expense form and include the original receipt detailing their purchase. Original itemized receipts must be made out in the employee's name (only) and dated between January 1 through to December 31 of that fiscal year. Newly hired employees are also eligible to claim the expense after three (3) months of employment.

c) **Employees assigned fleet vehicles and/or shared fleet vehicles will be required to purchase a CAA Plus Plan membership or equivalent and will be reimbursed by the employer upon provision of original receipts.**

Employees assigned to a shared fleet vehicle will be subject to reimbursement as outlined in clause 12 b). Employees shall be reimbursed for any additional emergency roadside assistance upon provision of original receipts.

- d) Housing Authority-owned vehicles are to be equipped with a first aid kit, emergency light and accident report kit. Vehicles driven on highways also require survival kits.

12.10

Meals

a)	In Province	Out of Province
Per Diem allowance	\$70.00	\$80.00
For partial days:		
Breakfast	\$16.00	\$20.00
Dinner	\$23.00	\$25.00
Supper	\$31.00	\$35.00

- b) The above rates include GST, meal gratuities and overnight allowance.
- c) Where a charge is made for a banquet, it will be in lieu of the meal rate provided for that meal.
- d) In the communities of **North of the 54th parallel, including Cumberland House**, actual and reasonable charges for meals, supported by receipt, will be approved. Where a receipt is not provided, reimbursement will be at regular rates.

12.11

Meal Allowance Claims

- a) A meal allowance will not be paid for:
 - i) Breakfast, if departure is later than 7:30 a.m., or the return is earlier than 8:30 a.m.; or
 - ii) Dinner, if departure is later than 11:30 a.m., or the return is earlier than 12:30 p.m.; or
 - iii) Supper, if departure is later than 5:30 p.m., or the return is earlier than 6:30 p.m.
- b) Notwithstanding the above, an employee away from headquarters after 5:30 p.m. and having worked six (6) hours after 5:30 p.m. will be eligible for a dinner. **No** more than three (3) meals **to** be claimed for in one (1) day.
- c) For employees on a modified hours of work arrangement, no claim for a meal allowance may be made for:
 - i) breakfast, if departure is within one (1) hour prior to the scheduled starting time or the return is prior to the scheduled starting time;

- ii) dinner, if departure is within one-half (1/2) hour prior to the scheduled dinner time or the return is within one-half (1/2) hour after the scheduled dinner time;
- iii) supper, if departure is after the scheduled quitting time or the return is within one (1) hour after the scheduled quitting time.

d) Notwithstanding the above, employees who work a 12-hour workday shall receive full per diems.

12.12 Accommodation

An amount of **fifty dollars (\$50.00)** per night (no receipts necessary) will be paid for alternate accommodation when employees are not staying in hotels/motels while on Employer business.

12.13 Payroll and Expense Advances

The Employer does not grant payroll advances or employee expense account advances, **except for as referenced in Article 15.2.**

12.14 Liability Insurance

The employees are covered by the terms and conditions of the Employer's liability insurance coverage.

ARTICLE 13 TEMPORARY PERFORMANCE OF HIGHER DUTIES (TPHD)

- 13.1 At the discretion of the Employer an employee may be temporarily assigned to a higher paid position. The Employer will give consideration to seniority when making appointments.
- 13.2 In the event the employee is assigned to a higher paid position for **forty (40) hours** or more, the employee will be paid an 8% increase, based on the employee's current rate of pay or at the bottom rate of the higher classification whichever is greater, from the first hour of the assignment.
- 13.3 TPHD assignments will not exceed six months, however, upon mutual agreement a TPHD assignment may be extended.
- 13.4 Notwithstanding Article 13.3, temporary vacancies of six months or more will be posted in accordance with Article 8.2. Any subsequent vacancies resulting from the posting of a temporary position shall be filled by appointment.

ARTICLE 14 VACATION LEAVE AND DESIGNATED HOLIDAYS

14.1 Designated Holidays

Designated holidays shall mean:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Saskatchewan Day	Family Day
Labour Day	Floating Holiday

National Day of Truth and Reconciliation (NDTR)

and any other day legislated by the Federal or Provincial governments as a public holiday.

Floating holiday for 2023 – Friday, August 4, 2023

Floating holiday for 2024 – Friday, August 2, 2024

Floating holiday for 2025 – Tuesday, August 1, 2025

Floating holiday for 2026 – Friday, July 31, 2026

Floating holiday for 2027 – Friday, July 30, 2027

14.2 Designated Holiday Falling on a Day of Rest

- a) When a designated holiday falls on a day of rest, the Employer will designate the holiday to be taken on either the working day before the day of rest, or the first working day following the day of rest, unless otherwise mutually agreed.
- b) An employee who is assigned to work on a designated holiday will be paid in accordance with the provisions of ***The Saskatchewan Employment Act***.

14.3 Vacation Leave

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

- a) The vacation year is based on the calendar year. Each January 1st the employees' earned vacation **hours** will be credited to the employees to be used by December 31st.
- b) Vacation entitlement shall be as follows:
 - i) Employees shall be granted vacation based upon years of service they will have completed in the fiscal year (January 1 – December 31). Vacation entitlements shall be advanced to employees at the beginning of each fiscal year.

- ii) Vacation entitlement shall be as follows:
 - Up to 7 years of service – 15 days per year prorated for partial years
 - The start of the 8th year of service to 14 years of service – 20 days per year prorated for partial years
 - The start of the 15th year of service to 21 years of service – 25 days per year prorated for partial years.
 - The start of the 22nd year of service and thereafter – 30 days per year prorated for partial years.
 - iii) Permanent part time employees shall acquire vacation on a pro-rated basis.
- c) Where an employee resigns, retires or is terminated and said employee has taken vacation leave not yet earned, the employer is entitled to deduct the amount of money owed from the employee's final pay cheque.

14.4 **Vacation Carry Over**

Employees are expected to take their entire vacation entitlement within the vacation year. However, an employee **shall make a request to their Manager** in writing to be granted a carry-over of **5 (five) to 10 (ten)** days. In extenuating circumstances the employee **shall make a request to the General Manager**, in writing to carry-over in excess of the **ten** day limit.

14.5 **Designated Holiday During Vacation Leave**

When any holidays designated in Article 14.1 falls within an employee's annual vacation, that day shall not be counted as a vacation day.

14.6 **Sick Leave During Vacation**

In the event an employee is ill or entitled to bereavement leave during vacation leave, the employee or **their** immediate family shall notify **their Manger or designate** using the provisions of Article 15.3. The Employer will charge the amount of time the employee was ill and the period of recovery to the employee's sick leave **hours** and will reinstate the employee's vacation leave **hours** accordingly. The period of vacation shall, by the mutual agreement between the employee and the Employer, be either added to the vacation period or reinstated for use at a later date. Satisfactory substantiation of illness and the period of recovery must be provided to the Employer in order for the vacation period to be adjusted.

14.7 **Vacation Pay on Separation**

An employee who leaves the service of the Employer shall be paid for earned vacation leave which has not been used. In the event of the death of an employee, any amount due under this Article shall be paid to the employee's estate.

14.8 **Cancelling of Approved Vacation Leave**

Any expenses or losses experienced by an employee arising from the Employer cancelling or interrupting vacation periods shall be paid by the Employer.

14.9 **Vacation Leave Records**

The Employer will provide employees with vacation information in January and July of each vacation year. Employees are expected to verify the records and ensure their vacation entitlement is used prior to December 31st or the Employer may schedule the employee off.

14.10 **Vacation Pay on Supplementary Earnings**

An employee shall receive, together with the payment for overtime earnings, vacation pay at the rate specified in Article 14.3.

14.11 **Vacation Entitlement**

Employees leaving the service upon retirement at **the minimum** age of sixty-five (65) or with **a minimum** thirty-five (35) years of service shall be entitled to pay in lieu of their full vacation entitlement for that year.

ARTICLE 15 SICK LEAVE

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

15.1 **Definition of Sickness**

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

15.2 Advances or Loans – Third Party Liability

If an employee is in an accident entitling them to damages from a third party, the Employer may authorize advances or loans to the employee to be repaid out of the damages, if any, recovered by the employee from the third party- **(notwithstanding Article 12.13)**.

15.3 Employer Right to Allow Sick Benefits

The Employer reserves the right to determine whether an employee shall be allowed sick leave benefits when **their** disabilities are the result of engagement in criminal activities.

15.4 Drawing on Future Sick Leave Hours

The Employer may allow an employee to draw on **their** future sick leave **hours** to a maximum of **fifteen (15)** days. If the employee terminates employment or retires, any overdrawn amount owing will be recovered.

15.5 Reimbursement of Overdrawn Sick Leave Hours

Where an employee is overdrawn on sick leave, up to one-half (1/2) of the current year's entitlement shall be applied against the overdrawn amount and any sick leave **hours** available at the end of the fiscal year shall be applied to the overdrawn balance.

15.6 Reinstatement of Sick Leave Hours

Upon written application, a Permanent employee who has had a break in service with the Employer and returns to work for the Employer within three (3) years from the break in service, shall be credited with all accumulated unused sick leave **they were** credited with prior to the break in service. The three (3) year period shall not include time spent on the re-employment list. Maximum of three (3) years in total.

15.7 Exceeding the Sick Leave Benefits

An employee leaving employment that has overdrawn their sick leave shall have deducted from any monies owing them by the Employer an amount calculated on the basis of the number of days sick leave overdrawn at the rate of salary on separation.

15.8 Designated Holiday During Sick Leave

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

15.9 Permanent Full-Time Under Three (3) Months of Service

Probationary Full-Time employees with less than three (3) months service shall be allowed five (5) days of sick leave.

15.10 **Permanent Full-Time Three (3) or More Months of Service**

Probationary/Permanent Full-Time employees with three (3) or more month's service shall, at the beginning of the fiscal year, be credited with fifteen (15) sick leave days. Sick leave shall be earned on the basis of one and one-quarter (1 ¼) days for each month of service. Any unused sick days shall be accumulated from year to year.

15.11 **Partial Month**

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

Annual sick leave **hours** (15 days) / 12 months / calendar days in a month x calendar days of work in the month = sick leave days earned.

15.12 **Use of Sick Leave**

15.12.1 **Notification of Illness**

- a) Any employee who will be absent due to illness or disability shall notify the **Manager** or **their** designate, as soon as possible, however no later than **their** normal start time.
- b) The employee will advise the **Manager or designate** of the nature of the leave requested, the anticipated length of absence and any accommodation the employee may require to reduce the period of absence. In the case of prolonged absence due to illness or Workers' Compensation, the employee is expected to keep the Employer regularly apprised of the anticipated date of return and any accommodation that might be necessary in order for the employee to return to work.
- c) Where a temporary employee is filling the position of the employee absent due to illness, the employee must give at least five (5) working days' notice of return to work.
- d) The employee will then be granted sick leave providing the employee possesses sufficient sick leave **hours**. Employees who do not have sick leave **hours** will be considered on unpaid leave of absence.

15.13 **Medical Certificate**

- a) Subject to Article 15.1, in instances where an employee notifies the employer that **they** will be absent from work for a period of at least **five (5) consecutive days or more** and upon request from the employer, shall provide a physician's note attesting to their illness.

- b) In instances where the employee is absent due to medical reasons **that will initiate a salary continuance application or for an absence from work exceeding fourteen (14) consecutive calendar days, the employer will** request further medical information limited to the following:
 - A prognosis for recovery
 - Employee's fitness to return to work
 - Physical limitations following the employee's return to work.
- c) In the event the employee is charged for producing **a form, or a medical certificate** the Employer will reimburse the employee providing the Employer requested the assessment. Employees who do not produce a form upon request will be considered to be on unpaid leave of absence.

15.14 **Employer to Provide Information**

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

15.15 **Unpaid Leave for Prolonged Illness**

- a) An employee suffering prolonged illness shall, upon application, be granted leave of absence without pay when all sick leave **hours** have been expended.
- b) The Employer shall not permanently fill the employee's position for the first 24 calendar months of the employee's leave. In the event the employee is able to return to work during this period, **they** will be returned to **their** home position.
- c) Employees who do not return to work during the leave in 15.15 b) will be granted a further leave of up to 12 months for a maximum absence of 3 years.
- d) An employee on leave provided in 15.15 c) who is able to return to work shall provide written notice to the Employer to have **their** name placed on the Re-employment list. Employees on the Re-employment list shall be considered for re-employment in accordance with Article 10.13 only.
- e) If it is determined the employee will not be able to return to their home position, the parties may waive the twenty-four (24) month provision, allowing the position to be filled permanently.

15.16 Accommodation

Once an employee has been medically cleared to work, as per 15.13, and if necessary, the employer, union and the employee shall meet to discuss:

- a) Possible modification of the workplace to reduce or eliminate the length of the employee's absence. Should the modification be possible the employee shall be expected to return to work; or
- b) Where an employee is no longer able to perform the functions of **their** job, by reason of illness or disability, the Union and Employer may agree to waive certain provisions of the Agreement to transfer the employee into a more suitable position.

15.17 Sick Leave Records

The Employer will provide employees with an annual balance of their sick leave **hours**.

ARTICLE 16 LEAVES OF ABSENCE

16.1 Bereavement Leave

Subject to the following, an employee requesting bereavement leave must first contact the Manager or designate:

- a) After successful completion of the Employee's probationary period, an Employee may request
 - i) up to five (5) days paid leave in the event of the death of a spouse or child of that Employee
 - ii) up to three (3) days paid leave in the event of the death of an immediate family member.

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

- b) Employees requiring more time off work may request annual vacation leave or in the case of death of a spouse or child may request an additional five (5) days off to be charged to the employee's sick leave **hours**.
 - i) Upon request, an employee may receive up to an additional two (2) days charged to accumulated sick leave for the death of an immediate family member other than a spouse or child.

- c) The Employer may, in its absolute discretion, grant bereavement leave, to be charged to the employee's sick leave **hours**, to an employee for the following:
 - i) the death of someone with whom the employee maintained a close relationship, or
 - ii) within a period of 13 months from the date of death for the purpose of attending a religious or traditional event related to the death of an immediate family member as defined above.

d) Extended Leave

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

16.2

Pressing Necessity and Personal/Family Responsibilities

- a) Leave for Pressing Necessity is drawn from an employee's sick leave balance and may be used for emergent and compassionate leave situations.
- b) Personal/Family Leave is also drawn from an employee's sick leave balance and is to be used for carrying out a personal or a family responsibility.
- c) In order to meet the Employer's need of running an effective, efficient work environment there needs to be a balance between personal/family responsibilities and service delivery to the public. Employees should provide reasonable notice when they intend to utilize personal/family leave in order to minimize the negative effect on service delivery.
- d) Pressing Necessity and Personal/Family Leave shall be administered as follows:
 - i) an employee with **no sick leave balance** who requires **pressing necessity or personal/family leave may draw on future sick leave hours as per Article 15.4.**
 - ii) unless there are unusual circumstances, leave for personal/family responsibilities should be utilized one day at a time;
 - iii) leave with pay for pressing necessity or personal/family responsibilities shall be granted in response to verbal requests provided that a written request shall be submitted after the leave has been granted;

- iv) requests will be granted by the immediate **Manager or designate** to an extent considered to be fair and reasonable and in accordance with the Employer's policies and preamble above;
- v) the Employer reserves the right, in exceptional cases, to request evidence from the employee that the leave is for matters of pressing necessity or personal/family responsibilities. An explanation will be provided to the employee where an employee is refused leave under this article;
- vi) employees who are not eligible to access leave with pay for pressing necessity or personal/family responsibilities from sick leave **balance**, may use time-in-lieu, vacation leave, banked EDOs or other leave provisions;
- vii) if paid leave is not available, leave of absence without pay may be granted by an employee's immediate **Manager and/or designate** for reasons of pressing necessity or personal/family responsibilities.

16.3

Definite Leaves of Absence Without Pay

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

16.3.1

Maternity

- a) An employee who is currently employed and has been employed for at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the leave and who makes application at least one (1) month in advance of the estimated date of confinement and provides a medical certificate certifying **they are** pregnant shall be granted leave consisting of a period up to and including twenty-four (24) calendar months subject to the following conditions:
 - i) an employee shall not be dismissed or laid off solely because **they are** pregnant or has applied for maternity leave;
 - ii) where the pregnancy of the employee and/or requirements of post-natal care would reasonably interfere with the performance of **their** duties, the Employer may require the employee to take a period of leave not to exceed two (2) months immediately prior to the estimated confinement date and/or two (2) months immediately subsequent to the date of birth;

- iii) with the consent of the Employer an employee shall be entitled to return from maternity leave in advance of the expiry of the leave; and
- iv) employees may be entitled to sick leave provisions as follows:

An employee who has medically substantiated need to be absent from work for health reasons related to pregnancy either before, on or after the date of delivery, shall be allowed to access accumulated sick leave **hours**. The employee shall provide the Employer with a medical certificate to substantiate the request.

- v) employees may be entitled to Maternity Leave top-up provisions as follows:

The Employer agrees to provide employees on Maternity Leave with a top-up of Employment Insurance Maternity Leave Benefits to 95% of regular salary for the first seventeen weeks of Employment Insurance Maternity Leave Benefits. The seventeen-week period will include the two-week waiting period.

16.3.2

Parental Leave or Legal Adoption

- a) An employee who is currently employed and has been employed for at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the leave and who makes application at least one (1) month in advance of the requested commencement date shall be granted leave up to twenty four (24) months. The leave may be granted not more than six (6) weeks preceding the estimated date of birth or legal adoption and end not later than twenty four (24) calendar months after the actual date of birth or legal adoption.
- b) The Employer agrees to provide employees on legal adoption or parental leave with a top-up of Employment Insurance Parental Leave Benefits to 95% of regular salary for up to seventeen weeks. The seventeen-week period will include the two-week waiting period.

16.3.3

Definite Leaves of Absence With Pay

Definite leaves of absence with pay shall be granted for:

16.3.3.1 Union Business

- a) The Employer agrees employees will from time to time require leave of absence for Union business. The parties recognize Union leave is integral to harmonious relations and of benefit to both parties.
- b) Employees on leave for Union business shall be compensated on the same basis as a normal workday.
- c) Definite leaves of absence with pay shall be granted subject to reimbursement by the Union and in accordance with the following provisions:
 - i) the employee is on authorized Union Leave;
 - ii) the employee requests leave for Union business in writing. Verbal notice is acceptable in unusual circumstances;
 - iii) leave shall not unreasonably interfere with the operation of the Employer nor shall it be unreasonably withheld;
 - iv) the Union agrees to provide the Employer forty-eight (48) hours' notice of request for Union leave, except in unusual circumstances; and
 - v) upon reasonable notice to the Employer, the employee shall be able to return to **their** position, prior to the expiration of the approved leave, provided the return does not result in additional expenditures to the Employer.

16.3.3.2 Medical Donor Leave

- a) An Employee who is donating an organ or bone marrow shall be granted time off with pay. The employee shall be granted leave with pay for the period required for the donation and recuperation as approved by a medical physician.
- b) Employees may be granted paid leave for blood product donations in the same geographic location where they are employed.

16.4 Discretionary Leave

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

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

 - i) Beneficial to the employee and the organization;
 - ii) Used responsibly and in the public interest;

- iii) Support the objectives of delivering quality services.
- b) Requests for leave must be submitted in writing.
- c) Reasons for denial will be provided in writing to the employee.

16.4.1

Definite Leaves Without Pay

- a) Providing satisfactory arrangements can be made to accommodate the work, an employee may be granted a definite leave of absence without pay for up to one year.
- b) An employee after having received a definite leave may request additional leave(s) consecutive with each other. The first leave and the additional consecutive leaves shall not total a period greater than two (2) years.
- c) Notwithstanding the above, where the leave is for the purpose of working in a Term assignment with the Employer, the request can be for the length of the Term assignment.

16.4.2

Employee Accompanying Spouse

- a) A Permanent employee accompanying **their** spouse who has been relocated may request one of the following:
 - i) definite leave of absence without pay up to a maximum of twelve (12) months; or
 - ii) name placed on the Re-employment List for a period of three (3) years.
- b) If the employee has not been successful in obtaining alternate employment by the end of the leave or at the end of the three (3) year period on the re-employment list, **they** will be deemed to have resigned.

16.4.3

Indefinite Leaves Without Pay

- a) All employees, except Term, may be granted an indefinite leave of absence without pay.
- b) Employees on indefinite leave of absence shall be required to apply for extensions annually, giving proof the original conditions under which the leave was granted still prevail.
- c) A Permanent employee granted an indefinite leave of absence without pay shall, upon written request at the conclusion of the leave, have **their** name placed on the appropriate re-employment list.

- d) If indefinite leave was granted to allow the employee to work for a crown corporation, upon conclusion of the leave, the employee may request re-employment consideration for positions in their former occupation and level. These employees will be considered before external candidates.

16.5 Reinstatement from Definite Leave

- a) An employee granted a definite leave of absence, with the exceptions of involuntary transfer and prolonged illness, shall, at the end of the leave or at an earlier date agreed to by the Employer, be reinstated in their position.
- b) If the position of a Permanent employee was abolished during **their** absence **they** shall be subject to the lay-off provisions.
- c) If an employee's position was reclassified upward during **their** absence, **they** shall be subject to the provisions applicable had **they** been occupying the position at the time of its reclassification.
- d) If the position was reclassified laterally or downward during **their** absence, **they** shall elect one of the following alternatives:
 - i) the application of the lay-off provisions; or
 - ii) to return to the reclassified position provided **they** meet the minimum qualifications.

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

- a) While on leave of absence without pay, education leave, deferred salary leave lay-off (except for the period of seasonal lay-off during the approved leave), employees shall be entitled to earn benefits , as follows:
 - i) For the first thirty (30) consecutive calendar days or less:
 - ii) all benefits except any designated holidays which fall in the period of leave.
 - iii) For the period of leave from thirty-one (31) to ninety (90) consecutive calendar days or less:
 - iv) sick leave; and
 - v) calculation of increment entitlements only.
 - vi) For the period of leave after ninety (90) consecutive calendar days:
 - vii) increments in accordance with the increments provisions following leaves of absences without pay and lay-off;

- iv) Seniority while on leave of absence without pay or lay-off shall be earned in accordance with Article 7.3.
- v) The benefits provided under this article shall apply only if an employee returns to work at the expiry of **their** leave unless otherwise determined by the Employer.

16.7 Leave for Union Office

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

16.8 Leave for Shelter or Rehabilitation

When an employee is required to seek shelter from an abusive spouse, or enters a rehabilitation program for drug or alcohol abuse, or battering, the employee may request, upon presentation of suitable verification, to draw on unexpended sick leave **hours** as per Article 15, or vacation leave as per Article 14, or shall be granted a leave of absence without pay.

16.9 Compassionate Care Family Leave (EI)

- a) An employee who has completed twenty (20) weeks of service, who makes application for leave at least one month in advance of the requested commencement date and who provides the employer with a medical certificate that indicates that a family member is gravely ill and at significant risk of death within 26 weeks shall be granted a leave without pay of up to twelve (12) weeks. The certificate must also specify that the employee is needed to provide psychological comfort or emotional support, arrange for care by a third party provider and/or directly participate in the care.
- b) Upon return to work the employee will be reinstated in **their** prior or comparable position with no loss of accrued seniority or benefits or reduction in wages.
- c) If the employee chooses to make contributions for the period of leave to the pension or benefits plan, the employer will pay the employer contributions for the same period.
- d) The employee may request an extension, in writing, to the leave. Approval of an extension shall not unreasonably be denied. The total leave available under this article shall not exceed one year.

16.10

Jury Duty

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

16.11

Voting Time

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

16.12

Education Leave

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

Leave taken under this Article is subject to Article 16.6 (Benefits Earned While on Leaves of Absences Without Pay or Lay-Off). The Employer will make every effort to accommodate the employee, including granting the use of vacation leave or time off in lieu of time worked.

ARTICLE 17 OCCUPATIONAL HEALTH AND SAFETY

17.1

The Employer and the Union have a shared interest in the health and safety of employees. The Employer and the employees will operate in accordance with *The Saskatchewan Employment Act, Part II, Occupational Health & Safety*.

17.2 Daily Driving Time

In consideration of the employee's overall safety and for the Employer to operate effectively/efficiently, the employee shall make a reasonable effort to minimize daily driving time. If possible and where reasonable accommodations are available, overnight stays should be considered.

Due to workload, emergent, extenuating, unforeseen or unplanned circumstances this may be waived.

17.3 Protective Work Wear

In recognition of the requirement to have reasonable and adequate protective work wear given the assortment of assignments involving the Housing Inspectors, Fire Safety Inspectors and Contract Administrators, upon providing receipts shall receive up to **\$350.00** as an allowance for the purchase of CSA approved protective work wear once every twenty-four (24) months. Work wear must be CSA approved and includes but is not limited to **prescription safety glasses**, boots/shoes (lined, waterproof, cold weather), general use or lined coveralls, coats, vests, rain suits, rain jackets, rain pants, gloves or any combination thereof.

17.4 Vaccination and Inoculation

The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees. Where high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee. The Employer shall provide **Tetanus**, Hepatitis A & B vaccines free of charge, to those employees who may be exposed to bodily fluids. Receipts are required.

ARTICLE 18 WORKERS' COMPENSATION

18.1 When an employee is injured in the performance of work-related duties, or incurs an industrial illness and the injury or illness is compensable under the provisions of *The Worker's Compensation Act*, the employee will **continue to** receive payment directly **in accordance with the Act**, for the entire period of absence.

18.2 The employee will keep the Employer informed of the anticipated duration of illness and will agree to comply with any accommodation or graduated return to work program the Employer and the Workers' Compensation Board may develop.

18.3 The provisions of Article 15.5 will apply to employees who are absent on Workers' Compensation for an extended period of time.

18.4 From and including the day of injury, until not more than two years, the employee will accrue seniority, however, the employee will not earn vacation or sick leave **hours**.

18.5 An employee receiving Workers' Compensation benefits will be expected to use any accumulated vacation **hours** by December 31st of the year the injury occurred, unless the employee and the Employer mutually agree otherwise.

18.6 Employees who are off work and receiving Workers' Compensation benefits may continue to be enrolled in the benefit plans for a maximum

of one year from the date of injury, provided the employee pays the employee portion of the premiums.

- 18.7** From the date of injury to not more than two years from the date of injury or until the employee's sick leave **hours** are exhausted, whichever occurs first, the employee shall receive **their** normal earnings and any benefits payable from Workers' Compensation shall be paid directly to the Employer on behalf of the employee. The difference between the employee's normal earnings and the benefits payable from Workers' Compensation will be charged against the employee's available sick leave **hours**.

The total compensation received by an employee shall not exceed normal earnings. Part-time and term employees' normal earnings shall be the average of **their** last four pay periods. Proof of disability will be required before such payments are made.

After two years from the date of injury or when the employee's sick leave **hours** are exhausted, whichever occurs first, the employee shall receive payments directly from the Worker's Compensation Board only.

ARTICLE 19 CLASSIFICATION PLAN

19.1 Employer to Establish a Classification Plan

- a) All new or revised classifications shall be established in accordance with this Article.
- b) The Employer shall establish and maintain a classification specification plan in which positions of similar kind and responsibility are included in the same classification. Each classification specification will specify the qualifications, training, competencies, knowledge, skills, abilities and experience required for each job.
- c) All jobs shall be allocated to one of the classifications set forth in Appendix "A".

19.2 New Classes of Positions

The Employer shall give written notice to the Union of the intent to implement a new classification, including the Employer's determination as to the exclusion or inclusion in the bargaining unit, along with the rate of pay of the new classification. If the Union does not indicate in writing an objection to the rate of pay within 30 calendar days, the Employer will implement the new classification and rate of pay without further challenge from the Union. In the event of a disagreement over the exclusion of a new class of positions from the bargaining unit, the

Employer may fill the position as an out-of-scope position and the parties may refer the dispute to the Labour Relations Board.

19.3

Resolution of Disputes

- a) If agreement is not reached on the rate of pay, the Employer may assign a rate of pay, and proceed to fill the position in accordance with Article 12, and the dispute shall be resolved through an adjudication process.
- b) The rate or range of pay when finally decided will be retroactive to the date the employee commenced work in the new classification.
- c) In the event of a dispute over pay the parties agree to appoint an adjudicator. The parties will split the cost of the adjudication process equally, assuming neither party will employ the services of legal counsel. A party employing legal counsel will pay the entire cost of that service.

19.4

Changes to Existing Classifications/Positions

- a) Where the Employer makes a substantive change to the nature of the job duties or where the Employer requires a reclassification, or where the employee considers **their** job duties to have changed substantively so as to warrant placing the employee in a new classification, the employee may request a review of **their** classification and adjustment to **their** rate of pay.
- b) The employee must submit the request in writing to **their Manger or designate** outlining the nature in the substantive change in duties.
- c) The General Manager will consider the request and will render a decision to the employee within 60 calendar days.
- d) The employee may file an appeal with the Employer no later than 30 calendar days from receipt of the Employer's decision.
- e) The Union and the Employer will meet to negotiate the matter to determine whether the duties have been substantively changed. Should a satisfactory resolution not be possible, the parties will refer the matter to the adjudication process in accordance with Article 19.3
- f) When a position is reclassified in (c), (d), or (e) above, the Employer will post the position in accordance with Article 8.3.

ARTICLE 20 TECHNOLOGICAL CHANGE

Will be in accordance with the provisions of *The Saskatchewan Employment Act*.

ARTICLE 21 TERMS OF AGREEMENT

21.1 Duration

This Agreement shall be binding and shall continue in effect from January 1, **2023** until December 31, **2025**, and automatically from year to year thereafter, unless either party gives written notice of its desire to negotiate revisions thereof. Such notice shall be given not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry date of this Agreement.

21.2 Agreement to Continue in Force

Where written notice has been given pursuant to Article 21.1, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

21.3 Changes in Agreement

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

21.4 Changes to Agreement

Any mutually agreed changes to this Agreement shall form part of this Agreement and are subject to the grievance and arbitration procedure.

21.5 Production of Agreement

The Union will assume responsibility for production of the Agreement and agrees to provide the Employer with 12 copies.

21.6 Retroactivity

Retroactivity (**effective January 1, 2023**) applies to current employees of Technical Services upon signing, **and will include employees on leave (depending on the type of leave), former employees who have retired, or resigned after the effective date.**

GENERAL WAGE INCREASES

Effective January 1, 2023 – 3%

Effective January 1, 2024 – 3%

Effective January 1, 2025 – 1.67%

NOTE: PENSIONS: Effective **January 1, 2025** the employee and Employer contributions shall increase to **9.0%** each (matching) of gross regular salary for employees in the Public Employees' Pension Plan (PEPP).

APPENDIX "A"

TECHNICAL SERVICES PAY SCHEDULE - EFFECTIVE JANUARY 1, 2023 (add 3%)

Level	Hourly Salary Range		Biweekly			
			Avg. 36 Hours/Week		Avg. 37 1/3 Hours/Week	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	\$17.88	\$22.40	\$1,287.05	\$1,612.61	\$1,334.70	\$1,672.32
2	\$18.95	\$23.74	\$1,364.25	\$1,709.61	\$1,414.77	\$1,772.92
3	\$20.09	\$25.17	\$1,446.19	\$1,812.47	\$1,499.74	\$1,879.59
4	\$21.29	\$26.68	\$1,532.89	\$1,920.97	\$1,589.65	\$1,992.09
5	\$22.99	\$28.81	\$1,655.48	\$2,074.63	\$1,716.77	\$2,151.44
6	\$24.83	\$31.12	\$1,787.77	\$2,240.67	\$1,853.97	\$2,323.64
7	\$26.82	\$33.61	\$1,930.98	\$2,419.84	\$2,002.47	\$2,509.44
8	\$28.96	\$36.30	\$2,085.24	\$2,613.33	\$2,162.44	\$2,710.09
9	\$31.86	\$39.93	\$2,294.14	\$2,874.74	\$2,379.08	\$2,981.18
10	\$35.05	\$43.92	\$2,523.52	\$3,162.25	\$2,616.95	\$3,279.34
11	\$38.55	\$48.32	\$2,775.95	\$3,478.55	\$2,878.75	\$3,607.35
12	\$42.41	\$53.15	\$3,053.47	\$3,826.51	\$3,166.53	\$3,968.20
13	\$46.65	\$58.46	\$3,358.78	\$4,209.02	\$3,483.15	\$4,364.87
14	\$51.32	\$64.30	\$3,694.80	\$4,629.66	\$3,831.61	\$4,801.09
Shift:	\$2.75					
Weekend:	\$2.25					

TECHNICAL SERVICES PAY SCHEDULE - EFFECTIVE JANUARY 1, 2024 (add 3%)

Level	Hourly Salary Range		Biweekly			
			Avg. 36 Hours/Week		Avg. 37 1/3 Hours/Week	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	\$18.42	\$23.07	\$1,325.66	\$1,660.99	\$1,374.75	\$1,722.49
2	\$19.52	\$24.46	\$1,405.18	\$1,760.90	\$1,457.21	\$1,826.11
3	\$20.69	\$25.93	\$1,489.58	\$1,866.84	\$1,544.73	\$1,935.98
4	\$21.93	\$27.48	\$1,578.88	\$1,978.60	\$1,637.34	\$2,051.85
5	\$23.68	\$29.68	\$1,705.14	\$2,136.87	\$1,768.28	\$2,215.99
6	\$25.58	\$32.05	\$1,841.40	\$2,307.89	\$1,909.59	\$2,393.35
7	\$27.63	\$34.62	\$1,988.91	\$2,492.44	\$2,062.55	\$2,584.72
8	\$29.83	\$37.39	\$2,147.80	\$2,691.73	\$2,227.32	\$2,791.40
9	\$32.82	\$41.13	\$2,362.96	\$2,960.98	\$2,450.46	\$3,070.62
10	\$36.10	\$45.24	\$2,599.23	\$3,257.12	\$2,695.46	\$3,377.73
11	\$39.71	\$49.77	\$2,859.23	\$3,582.91	\$2,965.11	\$3,715.57
12	\$43.68	\$54.74	\$3,145.07	\$3,941.31	\$3,261.53	\$4,087.25
13	\$48.05	\$60.21	\$3,459.54	\$4,335.29	\$3,587.65	\$4,495.82
14	\$52.86	\$66.23	\$3,805.64	\$4,768.55	\$3,946.56	\$4,945.12
Shift:	\$2.75					
Weekend:	\$2.25					

TECHNICAL SERVICES PAY SCHEDULE - EFFECTIVE JANUARY 1, 2025 (add 1.67%)

Level	Hourly Salary Range		Biweekly			
			Avg. 36 Hours/Week		Avg. 37 1/3 Hours/Week	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	\$18.73	\$23.46	\$1,347.80	\$1,688.73	\$1,397.71	\$1,751.26
2	\$19.85	\$24.87	\$1,428.65	\$1,790.31	\$1,481.55	\$1,856.61
3	\$21.04	\$26.36	\$1,514.46	\$1,898.02	\$1,570.53	\$1,968.31
4	\$22.30	\$27.94	\$1,605.25	\$2,011.64	\$1,664.68	\$2,086.12
5	\$24.08	\$30.18	\$1,733.62	\$2,172.56	\$1,797.81	\$2,253.00
6	\$26.01	\$32.59	\$1,872.15	\$2,346.43	\$1,941.48	\$2,433.32
7	\$28.09	\$35.20	\$2,022.12	\$2,534.06	\$2,096.99	\$2,627.88
8	\$30.33	\$38.01	\$2,183.67	\$2,736.68	\$2,264.52	\$2,838.02
9	\$33.37	\$41.82	\$2,402.42	\$3,010.43	\$2,491.38	\$3,121.90
10	\$36.70	\$46.00	\$2,642.64	\$3,311.51	\$2,740.47	\$3,434.14
11	\$40.37	\$50.60	\$2,906.98	\$3,642.74	\$3,014.63	\$3,777.62
12	\$44.41	\$55.65	\$3,197.59	\$4,007.13	\$3,316.00	\$4,155.51
13	\$48.85	\$61.22	\$3,517.31	\$4,407.69	\$3,647.56	\$4,570.90
14	\$53.74	\$67.34	\$3,869.19	\$4,848.18	\$4,012.47	\$5,027.70
Shift:	\$2.75					
Weekend:	\$2.25					

Addendum/Sample For Information Purposes

**Effective – January 1, 2025
EMPLOYER SPONSORED BENEFITS
UNIONIZED EMPLOYEES**

**LIVING SKIES HOUSING AUTHORITY
FULL-TIME EMPLOYEES**

BENEFIT	MONTHLY RATE	COMMENTS
Public Employees' Pension Plan	9.00% of monthly salary 9.00% of monthly salary	Employer contribution Employee contribution
Basic Accidental Death & Dismemberment	\$0.041 per \$1,000	Employer 100%. Principal sum - \$50,000
Basic Group Life Insurance	\$0.19 per \$1,000	Employer pays first \$25,000 Employee pays remainder
Long Term Disability	1.5% of monthly salary	Employee pays SGEU plan.
Dental Care	Family: \$134.95 Single: \$50.91	Employer 100%
Vision Care - Enhanced	Family: \$35.26 Single: \$11.47	Employer pays to standard. Employee "tops-up" *See table below.
Extended Health Care	Family: \$216.93 Single: \$69.49	Employer 100%
Employee and Family Assistance	\$6.07 per month (plus GST)	Employer 100%

* Breakdown of Enhanced Vision Premiums

January 1, **2024**, Rates

	<u>Employer Portion</u>	<u>Employee Portion</u>	<u>Total Premium</u>
Family	\$30.68 (87.02%)	\$4.58 (12.98%)	\$35.26
Single	\$10.55 (91.98%)	\$0.92 (8.02%)	\$11.47

LETTER OF UNDERSTANDING #1 - 2024

Between

**Living Skies Housing Authority
102 – 1916 Dewdney Ave
Regina, Sask S4R 1G9**

**LSHA Technical Services Bargaining
Unit, SGEU Local 2561**

RE: CLASSIFICATION PLAN RENEWAL (CPR)

The above parties hereby agree to the following:

Due to the number of in-scope positions to be validated and processed regarding all changes, the parties agree to complete the CPR process within two months following ratification of the CBA.

The parties agree that this process shall be completed with or without the assistance of Plains HR Services.

CPR would be retroactive/effective the first day of the pay period following ratification of the CBA.

In the event of a provincial election the parties agree they will continue to work towards the completion of the CPR results. The parties will follow applicable labour, and provincial election legislation.

There shall be no less than a 4% increase to those determined to have moved to a higher classification level.

The Employer will allow two months from date of CPR implementation to request a classification review for positions that do not increase a level and for any positions where no detailed classification exists or cannot be located or where after applying the revised CPR Problem Solving points the position is within 200 points of the next higher level. The classification review will be conducted in accordance with Article 19.

The review shall be completed within one year of the date of request notwithstanding Article 19 of the collective bargaining agreement. The terms of reference for the overall review process will be jointly developed. If an external third party is engaged, the aforementioned shall be mutually agreed upon.

The parties hereto have executed this Letter of Understanding on this 11th day of December, 2024.

**Signed on Behalf of
Living Skies Housing Authority**

**Signed on Behalf of
LSHA Technical Services Bargaining
Unit, SGEU Local 2561**

Original signed by:

Original signed by:

General Manager

Bargaining Unit Chair

LETTER OF UNDERSTANDING #2 - 2024

Between

**Living Skies Housing Authority
102 – 1916 Dewdney Ave Unit,
Regina, Saskatchewan S4R 1G9**

**LSHA Technical Services Bargaining
SGEU Local 2561**

The above parties hereby agree to the following:

RE: INDIGENOUS HIRING INITIATIVES

The Union and Management agree to work towards the development and implementation of strategies to improve Indigenous hiring initiatives. The parties will meet within six months of the signing of the collective bargaining agreement. Nothing precludes the parties from commencing earlier.

The parties hereto have executed this Letter of Understanding on this 11th day of December, 2024.

**Signed on Behalf of
Living Skies Housing Authority**

**Signed on Behalf of
SGEU Local 2561**

Original signed by:

Original signed by:

_____ **General Manager**

_____ **Bargaining Unit Chair**

LETTER OF UNDERSTANDING #3 - 2024

Between

**Living Skies Housing Authority
102 – 1916 Dewdney Ave
Regina, Sask S4R 1G9**

**LSHA Technical Services Bargaining
Unit, SGEU Local 2561**

RE: BENEFITS REVIEW

The Employer will formally request to have a benefits review, the process and forum to be determined by Plains Human Resources three months of signing of the collective bargaining agreement.

The benefits review will take into consideration and include the following key points:

- **\$500 Health Spending Account per year**
- **Flex Spending Account**
- **Eye Exams paid in full every two years (employer to top-up shortfall)**
- **\$300 Mental Health Spending Account per year**
- **Retiree Health Benefit Plan**

Prior to any proposed changes, the bargaining unit will have an opportunity to review the findings, voice their concerns and provide feedback regarding the benefits review.

The parties hereto have executed this Letter of Understanding on this 11th day of December, 2024.

**Signed on Behalf of
Living Skies Housing Authority**

**Signed on Behalf of
LSHA Technical Services Bargaining
Unit, SGEU Local 2561**

Original signed by:

Original signed by:

General Manager

Bargaining Unit Chair

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and LIVING SKIES HOUSING AUTHORITY hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this 11th day of December, 2024.

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

Signed on behalf of:
Living Skies Housing Authority

Original signed by:

Mannie Amyotte
Chairperson, Negotiating
Committee

Original signed by:

Kerry Gray
General Manager
Living Skies Housing Authority

Original signed by:

Tracy Zsombor
Negotiating Committee

Original signed by:

Ray Sieber
Provincial Manager, Housing
Technical Operations
Living Skies Housing Authority

Original signed by:

Ivette Gonzalez
Labour Relations Officer

Original signed by:

Marci Spokes
Corporate Services Manager
Living Skies Housing Authority