

eHEALTH SASKATCHEWAN



**October 1, 2022 to
September 30, 2025**

SGEU and eHealth would like to acknowledge the privilege we have to conduct our work on lands shared with Indigenous Peoples. This includes lands covered by Treaty 2, 4, 5, 6, 8 and 10 which encompasses the territories of the Cree, Sauteaux (*Sohtoh*), Dakota, Lakota, Nakota, Dene and the Homeland of the Metis People. We recognize the ongoing relationship that Indigenous People have with this land and the deep connections they maintain to their cultures, languages, and traditions.

We acknowledge past injustices and aim to work towards healing and reconciliation with Indigenous Peoples. Our organizations are dedicated to advocating for an inclusive and equitable workplace and strive to foster environments where Indigenous views are valued, respected and integrated into all aspects of professional life.

The Parties agree to continuing discussions that will focus on actions we can take in an effort to fulfill the Truth and Reconciliation Commission's health related Calls to Action 18 to 24 (where applicable) over the term of this agreement.

ARTICLES OF A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SASKATCHEWAN ASSOCIATION OF HEALTH
ORGANIZATIONS INC.
ON BEHALF OF eHEALTH SASKATCHEWAN**

AND

**SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 1579**

October 1, 2022 To September 30, 2025

TABLE OF CONTENTS

	PAGE
ARTICLE 1	DEFINITIONS 7
ARTICLE 2	SCOPE 11
ARTICLE 3	UNION SECURITY PROVISIONS 13
3.1	Recognition of the Union as Sole Bargaining Agent..... 13
3.2	Maintenance of Membership 13
3.3	Employee Orientation..... 14
3.4	Reassurance: Continuous Bargaining, Addressing and Revisiting Issues 14
ARTICLE 4	RECOGNITION AND INTERPRETATION OF AGREEMENT 15
4.1	Management Rights 15
4.2	Agreement Interpretation and Negotiation of Disputes that Arise..... 15
4.3	Arbitration of Disputes, Interpretations or Application of Agreement 16
4.4	Amendment, Repeal or Revision of Legislation..... 16
4.5	Letters of Understanding 16
4.6	Duration of Agreement 16
ARTICLE 5	CLASSIFICATION..... 16
5.1	Creation of New Occupations..... 16
5.2	Permanent Employees May Request Review of Their Classification 16
5.3	Status of Employees on Reallocation and Reclassification 17
5.4	Challenges to Reclassified Positions by Other Employees 18
5.5	Employee Appeals 19
5.6	Appeal Process 20
ARTICLE 6	STAFFING 22
6.1	Permanent Full-Time..... 22
6.2	Permanent Part-Time & Term Staffing 29
ARTICLE 7	PROBATION 33
7.1	Initial Appointment..... 33
7.2	Subsequent Probation..... 34
7.3	Probationary Evaluations During Probationary Period 34
7.4	Completion of Probationary Period in a Permanent Position 35
7.5	Reversion - Permanent Full-Time 35
7.6	Permanent Part-Time - Failure of Probation 36
7.7	On Movement to Permanent Status 36
7.8	Leave of Absence During Probationary Period 37
ARTICLE 8	SENIORITY..... 37
8.1	Entitlement 37
8.2	Seniority Rosters..... 40
8.3	Employees Appointed to an Out-of-Scope Position 41
ARTICLE 9	HOURS OF WORK 41
9.1	General Provisions..... 41
9.2	Part-Time Hours of Work..... 42
9.3	Full-Time Hours of Work 42
9.4	Earned Days Off (EDO) – Full-Time Employees 47
9.5	Special EDO Provisions 48

TABLE OF CONTENTS

	PAGE
9.6	Hours of Work Designations..... 49
ARTICLE 10	JOB SHARING AND VARIABLE HOURS 49
10.1	Definition 50
10.2	Initiation and Approval Process 50
10.3	Duration, Renewal and Termination 51
10.4	Staffing Backfill of Job Share Arrangement..... 52
10.5	Reversion Rights 52
10.6	Conditions of Employment 52
10.7	Pensions, Group Life Insurance, Dental and Extended Health Care Plans 54
ARTICLE 11	OVERTIME 54
11.1	Hourly Rates – Conversion Formula 54
11.2	Overtime Must Be Authorized 54
11.3	Overtime within the Averaging Period 54
11.4	All Employees Except Field 55
11.5	Field Employees..... 55
11.6	Time In Lieu of Overtime (TIL) 55
11.7	Phone Calls After Hours..... 56
11.8	Working Remotely After Hours..... 56
11.9	Standby Compensation 56
11.10	Call Backs for Overtime 57
ARTICLE 12	TEMPORARY ASSIGNMENT OF HIGHER DUTIES 57
12.1	Eligibility Criteria..... 57
12.2	Administration 58
12.3	Temporary Assignment for Ninety (90) Consecutive Days or Less 59
12.4	Temporary Assignment of Higher Duties for More Than Ninety (90) Consecutive Days 59
12.5	Temporary Assignment of Higher Duties to an Out-of-Scope Position.. 60
ARTICLE 13	DESIGNATED HOLIDAYS 60
13.1	Special Provisions..... 61
13.2	Working on a Designated Holiday 61
13.3	Working on a Designated Holiday Falling on a Day of Rest 62
13.4	Regular Pay Defined 62
13.5	Shifts Overlapping Two (2) Days..... 62
13.6	Averaging Periods..... 62
ARTICLE 14	PAY ADMINISTRATION 62
14.1	General Provision..... 62
14.2	In Hiring Rates of Pay 64
14.3	Increments 67
14.4	Assignment of a New Pay Range..... 69
ARTICLE 15	ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS 73
15.1	Accommodation and Meals..... 73
15.2	Expenses While on Employer Business Away from Headquarters 75
15.3	Use of Private Vehicles on Employer Business..... 76

TABLE OF CONTENTS

	PAGE
15.4	Northern District Allowance 77
15.5	Reimbursement for Relocation Expenses 77
15.6	Payment of Professional Fees 78
15.7	Shift Differential and Weekend Premium 78
15.8	Payments Due on Separation or Death..... 79
15.9	Severance Pay 79
15.10	Benefit Plans 80
15.11	Maternity/Legal Adoption/Parental Leave Supplement to Employment Insurance Benefit 81
ARTICLE 16	VACATION 82
16.1	Service for Vacation 82
16.2	Vacation Entitlement 82
16.3	Vacation Pay On Supplementary Earnings 83
16.4	Special Northern Leave..... 83
16.5	Other Vacation Provisions..... 84
ARTICLE 17	SICK LEAVE, PRESSING NECESSITY AND FAMILY/ PERSONAL LEAVE 85
17.1	Sick Leave..... 85
17.2	Definition of Sickness 85
17.3	Sick Leave Eligibility..... 86
17.4	Use of Sick Leave 88
17.5	Pressing Necessity and Personal/Family Responsibilities 89
17.6	Independent Medical Examination 91
17.7	Northern Employment Medical/Dental Leave 91
ARTICLE 18	LEAVES OF ABSENCE..... 91
18.1	Mandatory Leave 91
18.2	Discretionary Leave 96
18.3	Reinstatement from Definite Leave 97
18.4	Benefits Earned While on Leaves of Absence Without Pay or Lay-Off . 98
ARTICLE 19	EMPLOYMENT SECURITY 98
19.5	Career Assistance Options..... 100
19.6	Position Abolishment..... 102
ARTICLE 20	DISCIPLINE, DEMOTION, DISMISSAL, TERMINATION & RESIGNATION 109
20.1	Employees' Files 109
20.2	Dismissal For Cause Only..... 110
20.3	Notice of Termination of Employment, Demotion or Resignation 110
ARTICLE 21	GRIEVANCE PROCEDURES..... 112
21.1	Procedures for Submission of Grievances 112
21.2	Access to Grievance Procedure..... 112
21.3	Initiating a Grievance 112
21.4	Advancing and Responding to Grievances 113
21.5	Time Limits..... 113
21.6	Grievance Administrative Procedures 114

TABLE OF CONTENTS

	PAGE
ARTICLE 22 ARBITRATION BOARDS	114
22.1 Establishment of an Arbitration Board	114
22.2 Proceedings of an Arbitration Board	115
22.3 Decisions (Award of an Arbitration Board)	116
ARTICLE 23 WORKERS' COMPENSATION	116
23.1 Requirement to Apply for Long Term Disability (LTD)	116
23.2 Permanent and Probationary Employees.....	116
23.3 Term Employees	118
ARTICLE 24 REHABILITATION	118
24.1 Joint Rehabilitation Committee.....	118
24.2 Employee Placement	118
24.3 Rehabilitation Placement Process.....	118
ARTICLE 25 OCCUPATIONAL HEALTH AND SAFETY.....	123
25.1 Protective Equipment and Apparel.....	123
25.2 Video Display Terminals	123
25.3 Occupational Health and Safety Committees.....	124
ARTICLE 26 DISCRIMINATION AND HARASSMENT	125
26.1 Discrimination.....	125
26.2 Anti-Harassment Policy Statement.....	125
26.3 Use of Mediators/Investigators.....	126
ARTICLE 27 UNION/MANAGEMENT COMMITTEE (UMC)	126
Compensation – 2022 –2025.....	127
APPENDIX A Pay Schedule.....	128
APPENDIX B BASE AND ADDITIONAL HOURS OF WORK DESIGNATION(S) BY OCCUPATION	131
LETTER OF UNDERSTANDING 98-2 DISPUTE RESOLUTION OPTIONS	133
LETTER OF UNDERSTANDING 98-4 DIVERSITY	142
LETTER OF UNDERSTANDING 98-6 TERMS OF REFERENCE FOR MODIFIED WORK PATTERN	146
LETTER OF UNDERSTANDING #98-10 SUPPLIMENTARTY SALARY RANGES (SSR)	148
LETTER OF UNDERSTANDING #98-12 MAINTENANCE OF THE CLASSIFICATION PLAN	159
LETTER OF UNDERSTANDING TEMPORARY ASSIGNMENT OF HIGHER DUTIES (TAHD) – 12.1	164
LETTER OF UNDERSTANDING In-Scope Merit Staffing	165
LETTER OF UNDERSTANDING Classification	166
SIGNING PAGE.....	174

ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this __ day of _____, 2024.

between

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS INC.

on behalf of

eHEALTH SASKATCHEWAN
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

ARTICLE 1 DEFINITIONS

1.1 In this agreement, unless the context otherwise requires, the expression:

A) 'Allocated'

means the original designation of a position to its proper classification level in the classification plan;

B) 'Business day'

means a day other than Saturday, Sunday or a designated holiday.

C) 'Classification Level'

as per Appendix A;

D) 'Classification Plan'

means the classification plan adopted January 4, 2016 from the PSGE Collective agreement which includes the rules for amendment and continuous administration thereof;

E) 'Core Competencies'

means the knowledge, skills, abilities and personal attributes that are critical to effective, successful performance for a position within an occupation;

F) 'Day'

1. When there is no shift in a facility/unit that overlaps over a midnight, a day shall be defined as the twenty-four (24) hour period from midnight to the following midnight.

When there is a shift in a facility/unit that overlaps over a midnight, a day shall be defined as the twenty-four (24) hour period commencing the start of the first shift of the day. The first shift of the day shall be determined by the parties.

For all employees, except Field, any hours worked beyond eight (8), or the agreed to hours in a modified work pattern in excess of eight (8) hours per day, in any twenty-four (24) hour period will be compensated at the appropriate overtime rates.

2. shall, for the calculation of benefits earned on the basis of time worked, with the exception of seniority, be based on an eight (8) hour day;

G) 'Demotion'

means a change of employment from one position to another position that has a lower maximum hourly rate of pay;

H) 'Earnings'

means the regular salary but shall not be deemed to include overtime payment, special bonuses or allowances.

I) 'Employee(s)'

means all employees covered by the provisions of this agreement;

J) 'Employer'

means eHealth Saskatchewan;

K) 'Exception Reporting Bi-weekly Payroll'

means the payroll process that automatically generates (without manual input) a consistent bi-weekly regular salary amount

based upon an average number of hours in the pay period multiplied by the employee's hourly salary rate and adjusts regular salary as required in exceptional circumstances through manual intervention.

L) 'Local Level'

means the union and the employer (out-of-scope manager);

M) 'Occupation'

means a group of jobs where the nature and type of work is essentially the same;

N) 'Parties'

means the Union Negotiating Committee and eHealth management designate;

O) 'Permanent Employee'

means where the words "Permanent employee(s)" appear in the collective agreement, it includes the following two (2) definitions, unless specifically stated otherwise:

1. 'Permanent Full-Time Employee'

means an employee in a permanent full-time position who has successfully completed an initial probationary period;

2. 'Permanent Part-Time Employee'

means an employee in an ongoing less than full-time position who has successfully completed an initial probationary period;

P) 'Permanent Head'

means the Chief Executive Officer or designate;

Q) 'Probationary Employee'

means an employee on initial probation;

R) 'Permanent Vacancy'

means where a permanent position has been vacated or where a new permanent position has been created.

- S) 'Promotion'
- means a change of employment from one position to another position that has a higher maximum hourly rate of pay;
- T) 'Reallocation'
- means reallocating a position's designation in the classification plan, if based on the duties and responsibilities, the original designation was inaccurate;
- U) 'Reclassification'
- means the assignment of a different classification level where changes of duties and responsibilities have occurred;
- V) 'Reclassification Challenge Unit'
- defined as a group of employees reporting to the same supervisor or manager, who has the authority to, and has, assigned the change in duties.
- W) 'Service wide'
- means within the scope of this agreement;
- X) 'Shift'
- means the scheduled hours of work of an employee on any one day;
- Y) 'Term Employee'
- means an incumbent in a position of an emergent or short term nature and whose tenure of employment is limited to a defined period of time;
- Z) 'Term Position'
- means a position that has a defined start date and end date, not to exceed a period of two (2) years unless agreed to by the parties;
- AA) 'Term Vacancy'
- means a vacancy that occurs as a result of the employee occupying the position taking or being granted a leave or where a position has been created that is not required for longer than two (2) years unless agreed to by the parties.

BB) 'Transfer'

means a movement of an employee from one position to another position that has the same maximum hourly rate of pay;

CC) 'Union'

means the eHealth Bargaining Unit of the Saskatchewan Government and General Employees' Union (SGEU);

DD) 'Work Unit'

means the organizational chart by location as agreed to and approved by the parties.

EE) 'Gender'

they, them, their(s), themselves are gender-neutral or gender-inclusive pronouns that do not associate a gender with the individual(s) being referenced and can be used in both singular or plural cases.

ARTICLE 2 SCOPE

2.1 This agreement shall apply to all employees and as amended by agreement of the parties:

A) Except for the following:

1. Chief Executive Officer
2. Vice Presidents;
3. Directors
 - i) Director Application Platforms
 - ii) Director Client and Technology Infrastructure
 - iii) Director Communications
 - iv) Director eHealth Programs
 - v) Director Financial Management
 - vi) Director Health Registries
 - vii) Director Human Resources
 - viii) Director Information Governance
 - ix) Director IT Application Services
 - x) Director IT Operations
 - xi) Director Lean KPO

- xii) Director Legal and Policy
- xiii) Director Network and Unified Communication
- xiv) Director Planning Architecture and Assets Management
- xv) Director Portfolio Management
- xvi) Director Risk Management
- xvii) Director Standards
- xviii) Director Transition Services
- 4. eHealth Medical Advisor
- 5. Executive Assistants
- 6. Executive Director Programs
- 7. Executive Director Technology
- 8. Managers
 - i) Manager Accounting Services
 - ii) Manager Business Analysis
 - iii) Manager Business Relations
 - iv) Manager Contracts and Procurement
 - v) Manager eHealth Programs
 - vi) Manager Health Registries
 - vii) Manager Information Governance
 - viii) Manager IT Application Services
 - ix) Manager IT Architecture
 - x) Manager IT Client Services
 - xi) Manager IT Common Services
 - xii) Manager IT Network and Data Centre
 - xiii) Manager Legal and Policy
 - xiv) Manager Navigation
 - xv) Manager Privacy
 - xvi) Manager Records and Information Management
 - xvii) Manager Service Level
- 9. Professionals
 - i) Human Resource Consultants
 - ii) IT Architects
 - iii) Kaizen Specialists

- iv) Legal Counsel
- v) Financial Cost Control Consultant
- vi) Senior Labour Relations Consultant
- vii) Senior Human Resource Consultant

10. Such other positions as the parties to this agreement may negotiate from time to time. Criteria for determining scope status shall be as set out in *The Saskatchewan Employment Act*. Should an agreement not be reached in negotiation, the parties may refer the dispute to a third party (list of names mutually agreed) or to the Labour Relations Board for decision.

- B) The parties agree to interpret scope exclusion clauses on the basis of the requirements of the position and not the association or education of the employee.

ARTICLE 3 UNION SECURITY PROVISIONS

3.1 Recognition of the Union as Sole Bargaining Agent

- A) The Employer agrees to recognize the Union as the sole collective bargaining agent for the employees covered by this agreement and hereby consents and agrees to negotiate with the Union or its designated representatives on matters relating to conditions of employment, rates of pay and hours of work.
- B) The Employer shall allow Union stewards to investigate disputes during work time at the work site. These investigations shall not unreasonably interfere with the operations of the Employer and shall not be unreasonably withheld.
- C) The Employer shall grant time off with pay for all members of Joint Union/Management Committees for meetings of the committees.
- D) The parties agree to continue to work towards a cooperative approach to solving problems through the Union/Management Committee process.
- E) **The Union shall notify the Employer in writing of employees elected as stewards.**

3.2 Maintenance of Membership

- A) Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new employee whose

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

- B) The Employer agrees to deduct on behalf of the Union all dues, initiations, assessments, or levies and remit such money monthly to the Union. Payment for Union leave owed to the Employer will be deducted from the dues prior to forwarding dues to the Union. The Employer shall provide the Union with a detailed statement of such deductions. At the request of the Union, the Employer shall recover any overpayment to an employee as a result of leave for Union business. Such overpayment shall be submitted to the Union.
- C) While on education leave, employees shall have Union dues assessed against that portion of the allowance as is attributable to the salary factor.
- D) An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from their salary.

3.3

Employee Orientation

- A) The Employer shall notify the local steward of all new employees hired and each new employee shall be advised of the name of their steward. The Employer agrees that the steward at the geographic location will be given the opportunity to meet with each new employee during regular working hours without loss of pay for up to sixty (60) minutes within the first thirty (30) days of employment.
- B) The Employer agrees to provide all employees in new assignments adequate and appropriate orientation to perform the duties of their new assignment.

3.4

Reassurance: Continuous Bargaining, Addressing and Revisiting Issues

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

- B) The parties agree to address all issues and revisit provisions contained in the collective agreement to resolve matters of concern.
- C) These undertakings do not mean that all issues will be resolved. Rather, the commitment is to seek resolution in good faith.
- D) Any proposed changes to the collective agreement that result from the foregoing negotiations must be approved by the principals of the parties.

ARTICLE 4 RECOGNITION AND INTERPRETATION OF AGREEMENT

4.1 Management Rights

- A) **Subject to the terms of this Agreement, it is the function of the Employer to:**
 - 1. **Direct the working force;**
 - 2. **Operate and manage its business;**
 - 3. **Hire, select, transfer, and layoff because of lack of work;**
 - 4. **Maintain order and efficiency and to establish and enforce reasonable rules and regulations, consistent with the terms of this Agreement, governing the conduct of employees and which rules and regulations shall primarily be designated to safeguard the interest of supporting Health Care and the efficiency in Employer's operations. Such rules and regulations will be applied in a consistent and fair manner throughout eHealth Saskatchewan;**
 - 5. **Promote, demote, and discipline any employee provided, however, that any such action may be subject to the grievance procedure provided herein.**

4.2 Agreement Interpretation and Negotiation of Disputes that Arise

- A) The Employer shall interpret this agreement. In the event of a dispute the Union may, within thirty (30) calendar days of receipt of such interpretation, give notice that it wishes to negotiate in respect to the disputed interpretation or application of the agreement.

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

- A) Disputes arising out of the interpretation or application of the terms of this agreement, which cannot be resolved by negotiations within a reasonable time, may be referred to a Board of Arbitration as defined in the Arbitration articles.

4.4 **Amendment, Repeal or Revision of Legislation**

- A) No amendment, repeal or revision of *The Public Service Superannuation Act* shall be effected unless notice in writing of such proposed amendment, repeal or revision is served upon the Union, and unless an opportunity to make representations is afforded the Union upon application.

4.5 **Letters of Understanding**

- A) Letters of Understanding entered into by the parties have the same force and effect as if they were contained within the agreement, subject to any expiry, renewal or amendment provisions specified within each Letter of Understanding.

4.6 **Duration of Agreement**

- A) This agreement, except as specified otherwise herein, shall be effective from October 1, **2022** to September 30, **2025** and shall remain in force and effect from year to year thereafter unless written notice of request to negotiate a revision is given by either party at least sixty (60) days prior to the anniversary date hereof.
- B) Where written notice has been given, as above, the provisions of this agreement will remain in effect until a new agreement is concluded.

ARTICLE 5 CLASSIFICATION

5.1 **Creation of New Occupations**

- A) When a new occupation is created the parties will negotiate its inclusion or exclusion and, if included, the hours of work designation.

5.2 **Permanent Employees May Request Review of Their Classification**

- A) When an employee believes their assigned duties and responsibilities have altered sufficiently to justify a review as to the appropriateness of their position classification, they may request a classification review. Employees must document the changes to assignment in the appropriate section of the job

description form. Requests for review shall be made on the job description form designated by the Joint Union-Management Maintenance Committee and shall be signed by the employee and out-of-scope manager. **The employee shall send the form to their out-of-scope manager. The out-of-scope manager will have up to thirty (30) calendar days to provide input, sign acknowledgement of the request and forward the form to Human Resources. The Human Resources Office will provide a decision within sixty (60) days of receiving the completed request.**

- B) When, as a result of a classification review a position is permanently reclassified to a higher classification level it will be effective the first day of the pay period which commences on or after the day on which the request was received by Human Resources. Notwithstanding the above, the Employer may make the reclassification effective retroactive up to six (6) months from the date the request was received by Human Resources, (exceptional circumstances may be reviewed by the parties). There shall be no retroactive application of the hours of work designation.
- C) When a position is reclassified to a classification level with a lower maximum hourly rate of pay, it will be effective the first day of the pay period immediately following the date of the classification decision.
- D) Upon completion of the classification review, the employee **and the Union** will receive a written notice of the decision **which will include the written rationale for the decision.**
- E) When an employee resigns and leaves, any outstanding requests for review of their classification within the one hundred and twenty (120) calendar day period prior to the effective date of such resignation shall be deemed to have been withdrawn. Furthermore, appeals of classification decisions in respect of such requests shall also be deemed to have been withdrawn.

However, at the request of the estate of a deceased employee, the Union shall appoint an advocate to represent the estate to expedite an outstanding classification action.

5.3

Status of Employees on Reallocation and Reclassification

5.3.1

Reallocation

- A) For the purpose of determining the status of an employee whose position has been reallocated to a classification level higher than any level for which they have qualified, reallocations shall be

divided into the following categories and the following rules shall apply:

1. A reallocation to correct an error in allocation to a classification level, whether at the installation of the classification plan, or later, no change in duties and responsibilities being involved:
 - i) For the original incumbent - continuance in the position without formal test; and
 - ii) For other incumbents - continuance in the position if qualified. If not qualified, a period of one year will be allowed in which to establish qualifications;
2. A reallocation to conform to a changed allocation standard:
 - i) Continuance in the position without formal test.

5.3.2

Reclassification

- A) Where an employee is assigned duties such that statutory qualifications are required and the employee does not have such qualifications, the employee will immediately vacate the position and be subject to the employment security provisions of this agreement. **If the employee is so qualified they will continue in the position. If the reclassification results in a promotion the reclassification challenge provisions will apply.**
- B) **Where an employee is assigned new or altered duties that do not require statutory qualifications the employee will continue in the position. If the reclassification results in a promotion the reclassification challenge provisions will apply.**

5.3.3

Salary Determination on Reclassification or Reallocation

- A) Employees whose positions are reclassified **or reallocated** shall have their salary determined in accordance with the pay administration articles for upward and downward reclassifications.

5.4

Challenges to Reclassified Positions by Other Employees

- A) Any position which is reclassified and results in a promotion for the incumbent shall be advertised on the Employers intranet and posted in the reclassification challenge unit. The incumbent is not required to apply to the posting.

- B) Such a reclassified position becomes subject to the challenge process when another employee establishes to the satisfaction of Human Resources and the Union that their promotional opportunities have been unjustly curtailed in view of the fact that the duties might as readily have been assigned to them.
- i) The challenge is initiated by the challenger forwarding their resume to Human Resources by the posted deadline. The challenge is valid if the challenger is:
 - a. more senior;
 - b. of the same employment status;
 - c. in the same **position and location (where location is relevant to duties of the position)**;
 - d. from the same reclassification challenge unit; and,
 - e. In the case of a reclassified permanent part-time position, a permanent part-time employee who works the same or greater number of hours.
 - ii) If the challenge is valid, Human Resources must ascertain if the challenger is qualified for the higher level duties in accordance with Article 6.1.13.1.
 - iii) If the challenger is qualified, the challenger's position will be permanently reclassified at the higher level effective the first of the pay period following the original decision.
 - iv) The original incumbent shall be appointed to their previous position at their previous classification **and pay level (subject to any increments they may have earned)** effective the first day of the pay period immediately following the date of the change.

5.5

Employee Appeals

- A) **When** Human Resources reallocates or reclassifies a position, the incumbent, if permanent, may within fifteen (15) calendar days of the receipt of written notice of the decision, appeal one (1) or more job evaluation factors to Human Resources.
- B) Appeals shall be made on the form provided to the employee with the classification or reallocation decision. Human Resources shall send the appellant a copy of the appeal procedures. Where the outcome of an appeal will apply to a group of positions, Human Resources shall notify affected incumbents of their right to representation at the hearing.
- C) Human Resources will send the Union a copy of the employee's appeal acknowledgement **and the appeal**.

- D) The appellant must provide written rationale within ninety (90) calendar days from the date the appellant receives the appeal acknowledgement. Written rationale, validated by management, must be submitted before an appeal is scheduled.
 - i) Should the written rationale not be received before the deadline, the appeal shall be considered withdrawn.
 - ii) In exceptional circumstances, **the deadline may be extended by the Parties.**
- E) Appellants and witnesses shall be entitled to leave of absence with pay for the purpose **attending the appeal**, providing that such leave shall not have application to more than one (1) witness called by, or on behalf of, the appellant.

5.6

Appeal Process

A) Appeal

When a formal request is made for an appeal, as per Article 5.5, a meeting shall be scheduled to discuss the request. This meeting shall be facilitated by a Director, Human Resources and shall include the Out of Scope Manager, the appellant(s), and representation from the job evaluator(s) and the Union. The appellant(s), the Out of Scope Manager and/or the job evaluator(s) shall be permitted to make a presentation; to ask questions; and, to respond to the other's presentation. The Union shall have the ability to fully participate in the meeting in order to understand the presentations. The Union shall also have the opportunity for further discussion with a Director of Human Resources following the meeting.

B) Employer Decision

The Employer shall consider the request and make a decision, which shall be final and binding unless referred to adjudication by the Union (Article 5.6 C). The Employer shall inform the appellant(s), the supervisor(s), and the Union, of its decision which shall include the rationale.

C) Referral to Adjudication

In the event that the Union (on behalf of an employee) does not agree with the Employer's decision they may notify the Employer of their disagreement, provided that such notification is submitted to the Employer within twenty (20) working days of the Employer's decision.

The Parties will meet within twenty (20) working days of the Union's notification to discuss and attempt to resolve the matter. Should the parties not reach resolution, the Union may, within twenty (20) working days of the discussion, notify the Employer that the Union is referring the matter to adjudication.

The time limits above may be extended by mutual agreement of the Parties.

D) Adjudication Principles

- i) The Union and Employer shall mutually agree upon an independent third party to act as Adjudicator and hear the appeal.**
- ii) The hearing shall take place no later than one-hundred and twenty (120) calendar days from the referral to adjudication. The Parties may mutually agree to extend these timelines.**
- iii) The Adjudicator shall be bound by the terms of the Classification Plan and shall not have the power to modify, add to nor amend any of its provisions.**
- iv) The Adjudicators jurisdiction shall be limited to the matter in dispute as submitted by the parties.**
- v) Decisions of the Adjudicator are final and binding on the Parties and are not subject to grievance.**
- vi) The Adjudicator shall ensure the hearing is conducted in an efficient and informal manner, including where one or both parties elect to utilize legal counsel.**

E) Procedures of the Hearing

- i) The Union and the Employer representative shall appear at the hearing concurrently.**
- ii) Each Party:**
 - May address written and/or verbal statements to the Adjudicator**
 - May call witnesses**

- May make comments with respect to the information presented.
 - Shall respond to examination by the Adjudicator
- iii) All written evidence must be made available to all Parties at the adjudication.
- iv) In conducting deliberations, the Adjudicator shall consider the full intent of the degree definitions within the factors, Comparative Descriptions and Notes to Raters applicable at the time of the Employee's request for review together with evidence presented during the course of the hearings. The Adjudicator shall consider only the duties and responsibilities of the position at the date of the request for review and shall not consider any changes that may have taken place following the request for review.
- v) The Adjudicator shall issue a decision within ninety (90) calendar days of the hearing. The Parties may agree to extend this time limit.
- vi) Decisions of the Adjudicator shall be issued in writing concurrently to the Employer and the Union.
- F) **Costs**
- i) The Parties will bear all costs associated with and by their respective participants and attendees.
- ii) Costs associated with and by the Adjudicator shall be shared equally by the parties.

ARTICLE 6 STAFFING

6.1 Permanent Full-Time

The Rehabilitation Placement Process may supersede the staffing provisions.

6.1.1 Filling Vacancies by Transfer

- A) A vacant position may be filled by transfer of an employee. This may be initiated by the Employer.
- B) A vacant position may be filled by the transfer or demotion of an out-of-scope employee, provided they were once the incumbent of an in-scope position.

- C) The Union shall be provided notification of the Employer's intent to fill a vacant position by transfer or demotion prior to the transfer or demotion taking effect.

6.1.2 **Filling Vacancies from Re-employment Lists**

- A) Before going to competition to fill a permanent vacancy, a person determined to be qualified by the Employer for re-employment into that position, shall be appointed from the Re-employment List.

6.1.3 **Employees Ranked in Order of Seniority**

- A) Re-employment lists shall be established with the names of employees ranked in order of seniority. Employees will be considered for all positions in their occupation and classification level and any other occupations in the same or lower classification level, as specified by the employee, for which, in the opinion of the Employer, they may be qualified.
- B) The Employer shall determine whether an employee on a re-employment list is qualified for a position. When further assessment is necessary to determine if an employee's qualifications meet the requirements for a particular position, a Staffing Panel may be convened to make the decision.

6.1.4 **Application of Re-employment Lists**

- A) The lists shall be made up as follows and shall be exhausted in the order set out:
 - 1. Service-Wide Lists
 - i) Persons laid off because of the necessity of reducing staff and persons returning from a prolonged illness or disability claim;
 - ii) Persons displaced by reversion;
 - iii) Persons whose former positions have been reallocated upward or, have been reclassified upward due to changes in duties and responsibilities, and who were unsuccessful in a promotional examination;
 - iv) Persons who have exercised their bumping rights to bump into a lower classification level;
 - v) Persons whose former positions have been reallocated or reclassified downward;
 - vi) Persons returning from indefinite leave of absence;

- vii) Persons who have been placed on the Re-employment List for other reasons as outlined in this agreement.

6.1.5

Removal of Names from Lists

- A) The Employer may remove names from any of the re-employment, eligibility, or panel lists as a result of any of the following:
 - 1. Appointment to a permanent position;
 - 2. Failure to reply within ten (10) calendar days to a written inquiry by the Employer regarding the availability for appointment;
 - 3. Failure to reply within five (5) calendar days to a registered inquiry from the Employer regarding availability for appointment;
 - 4. Refusal to accept an appointment under conditions previously indicated as acceptable, except that an employee returning to the re-employment list after leave for prolonged illness or disability claim shall be entitled to three (3) callbacks and will have their name removed from the list following rejection of the third callback;
 - 5. Failure to report for duty within the time prescribed by the Employer, such time not to be less than thirty (30) calendar days;
 - 6. Lapsing of the eligibility list;
 - 7. Failure to notify the Employer of change of address. The return of a letter by the postal authorities from the last address on record shall be deemed sufficient grounds for removal of the name from the eligibility list;
 - 8. When three (3) years have expired from the date of being placed on the re-employment list.
- B) Every person whose name is removed from a list, other than by reason of their appointment, shall be notified by the Employer in writing no later than ten (10) calendar days after such removal. **The Employer shall notify the Union at the same time(s) as the employee.**

6.1.6

Reinstatement of Names to Lists

- A) An eligible person whose name is removed from one of the lists may make a written request to the Employer to have their name

restored. Such request shall set forth the reasons for the conduct resulting in removal of the name, if such were the cause, and the reasons advanced for the restoration of their name to the list. The eligible person and the Union shall be notified of the decision.

6.1.7 Employee May Place Restrictions on their Re-employment From List

- A) An employee shall be allowed to submit and modify restrictions under which they are available for re-employment, e.g. job, level, geographic location. This is to be provided in writing to the Employer.

6.1.8 Filling Vacancies by Competition

6.1.8.1 Vacant Position

- A) When a position becomes vacant, the Employer shall notify the Union in writing within sixty (60) days whether the position is to be:

1. Filled
2. Reviewed for proper classification
3. Left vacant temporarily
4. Abolished

Where the position is not to be filled the Employer shall provide the rationale to the Union.

If an appointment cannot be made from a re-employment list, it will be posted on the employer's intranet for a minimum of three (3) business days.

- B) Posting Information

Postings shall include the following information:

1. Job title / Occupational Code
2. Type of vacancy
3. Pay Range & Level (including Supplement)
4. Department and geographic location
5. An outline of the primary duties and responsibilities

6. Qualifications and competencies required
7. A defined duration for term positions
8. The position expected start date
9. Closing Date

6.1.8.2 **Positions Subject to In-Service Competition**

- A) A competition may be advertised such that out-of-service candidates are eligible to apply. In such a case, however, in-service candidates must be considered prior to any other candidate.

6.1.8.3 **Eligibility to Apply to Competitions**

- A) Any employee who has completed **their** initial probationary period shall be eligible to apply and be considered for in-service competitions prior to a competition being expanded to the general public.

6.1.8.4 **Core Competencies Used as Basis for Evaluation**

- A) Core competencies developed for all occupations shall constitute the basis for the evaluation of the qualifications of any applicant. Required qualifications for any occupations will be established or amended by the Human Resources in consultation with the Union.

6.1.8.5 **Qualifying for Positions**

- A) An applicant's qualifications for a position will be assessed by a Staffing Panel based on the core competencies required to perform the duties of the position as established prior to posting.

6.1.8.6 **Union Right to Representation on Staffing Panels**

- A) The Union shall have the right to representation at the deliberations of any panel for the purposes of filling a vacant position, establishing an eligibility list for positions within the scope of this agreement, or determining the qualifications of an employee on a re-employment list. The Union shall endeavour to appoint a trained representative.

The Employer will provide the Union with the names and seniority of all employees who applied, as well as the time, place and date when the applications will be assessed.

Interview guides will be supplied to the Union a minimum of one day prior to the interview.

Where a union staffing panel rep has not been present, the Union can request a time to review the file in Human Resources.

The Union representative may attend assessments of resumes and interviews when an in-scope competition with internal candidates is expanded to external candidates.

While the Union representative is not a decision maker they have the right to provide input.

6.1.8.7 **Representation on Staffing Panels**

- A) **Two (2)** Employer representatives may sit on a staffing panel and, in exceptional circumstances, more than two (2) representatives may be mutually agreed to by the staffing panel. This article shall apply only when the competition relates to a position within the scope of this agreement and when there are Union members as applicants.
- B) **At the discretion of the Union, one (1) Union representative may sit on a staffing panel.**
- C) **For the purposes of training, either Party may bring in an additional representative.**

6.1.9 **Diversity Staffing**

- A) The parties are committed to Diversity in the work place and the joint development, of a Diversity plan in accordance with the Diversity LOU.

6.1.10 **Eligibility Lists**

- A) The Employer, in consultation with the Union for representation purposes, may establish an eligibility list of candidates who possess the competencies for positions with similar duties and responsibilities, where the Employer believes there may be recruitment in the near future.
- B) Eligibility lists shall be no longer than one (1) year unless mutually agreed between the parties.

6.1.11 **New Names Added to Competition**

- A) When there is an insufficient number of qualified applicants in a competition, new applicants added to the competition will be subject to normal staffing provisions.

6.1.12 **Employees Allowed Leave to Attend Interviews**

- A) Employees shall be allowed leave with pay to attend employment interviews and/or examinations, conducted by the Employer.

6.1.13 **Examinations and Panels**

6.1.13.1 **Nature of Examinations and Panels**

- A) All employment and promotional examinations and/or panels shall be competitive and shall utilize an appropriate assessment technique designed to fairly test the core competencies of persons examined. The means or measures used to test persons may include any verbal or written test of knowledge, skill, capacity, intelligence, or aptitude; and any inquiry into the personal suitability of the candidate; or any investigation of education, experience or record of accomplishment which seems appropriate. No test or question in any application or examination shall be constructed to call for or lead to disclosure of any information, preferences or opinions concerning any political, religious, fraternal or racial affiliation. Any such disclosure or information revealed shall be disregarded. When a candidate has passed an interview and subsequently applies for another position with similar duties and responsibilities, the Employer may deem an interview unnecessary. Other assessment techniques may still be required and the senior qualified process will apply.

6.1.13.2 **Employee Has Right to Feedback on Examination Results**

- A) An employee who has been examined by a staffing panel shall have the right to feedback by the Chair of the Staffing Panel with regard to their strengths and weaknesses as revealed by the results.

6.1.13.3 **Union Request for Investigation of Applicants' Qualifications**

- A) The Union representative on the Staffing Panel may request a further investigation of an applicant's qualifications. Such investigation may be in the form of:
- contacting the applicant to obtain additional relevant information;
 - inviting the applicant before the panel for a personal assessment of their qualifications; or
 - any other method as may be deemed appropriate by the panel.

- B) Such requests shall not be unreasonably forthcoming, nor shall they be unreasonably denied.

6.1.14 **Appointment of Senior Qualified Employee**

- A) The employee with the most seniority who has been determined as qualified for a position on promotion, transfer, or demotion shall be appointed by the Employer. Subject to grievance, the Employer may withhold such appointment and shall notify the Union in writing before appointing another qualified employee. The notice shall set out the reasons for non-appointment of the senior qualified employee.
- B) In the case of multiple vacancies, the policy of appointing the senior qualified employee shall apply to the same number of senior qualified employees as the number of vacancies to be filled.

6.1.15 **Withdrawal of Qualifying for Positions**

- A) The Employer may withdraw its decision to determine an applicant to be qualified if it finds that the decision was made as a result of misrepresentation, omission or error. The Union shall be advised of such findings and will have the right to grieve the decision.

6.1.16 **Competition Cancellation**

- A) Competitions shall not be cancelled after applicants have had their qualifications assessed by a Staffing Panel, unless agreed to by the parties.

6.1.17 **Employees Notified in Writing**

- A) Employees not appointed to positions for which they applied will be notified in writing within three (3) days of the completion of the staffing process.

6.2 **Permanent Part-Time & Term Staffing**

- A) The Rehabilitation Placement Process as set out in the Permanent Full-time staffing process may supersede the Permanent Part-time and Term staffing article.

6.2.1 **Access to Work**

- A) Where operational requirements permit, permanent part-time or term work which is determined to be available will be offered to Permanent Part-time employees at the same level and

occupation within the work unit up to 100% of full-time hours, on a senior qualified basis prior to hiring additional employees.

6.2.2 Permanent Part-Time Staffing

- A) If, in accordance with Article 6.2.1- Access to Work, permanent part-time work cannot be assigned to existing Permanent Part-time employees, the Employer will review the re-employment list and offer the position in order of seniority to a qualified employee on the re-employment list at the same level and occupation.
- B) If the work cannot be assigned in accordance with A) above, the permanent part-time position shall be posted.

6.2.2.1 Permanent Part-Time Staffing Process

- A) The staffing process shall be conducted by the Employer and follow the same principles as the Permanent Full-time staffing process.
 - 1. Core competencies for any occupation will be established or amended by the Employer in consultation with the Union.
 - 2. The Employer will determine the competency requirements for recruitment, based on the duties of each position.
 - 3. Core competency requirements shall constitute the basis for evaluation of the qualifications of any applicant for a position and will be assessed by a Staffing Panel. The Union shall have the right to representation at the deliberations of a Staffing Panel established to assess applicants with respect to a position.
 - 4. Work filled via posting will be filled on the basis of most senior qualified candidate
 - 5. If the Employer cannot fill the position the position may be filled with any qualified person.

6.2.2.2 Permanent Part-Time Re-employment Lists

- A) A re-employment list shall be maintained.

Permanent Part-Time employees shall be placed on the list and the list shall operate in the following manner:

1. Employee names will appear on the list for their regular occupation and level in the order of highest total seniority;
2. Employee names shall remain on the seniority unit re-employment list for three (3) years;
3. An employee shall have the right to refuse one (1) offer of employment. Refusal of a second offer will result in the employee's name being removed from the Re-employment List.
4. An employee shall be allowed to submit and modify restrictions under which they are available for re-employment, eg. job, geographic location. This is to be provided in writing to the Employer.

6.2.2.3

Reduction in Work

- A) Reduction in hours of work in a work unit will be on an inverse order seniority basis wherever operational requirements permit.
- B) A Permanent Part-Time employee who is terminated or has their hours reduced by twenty percent (20%) or more for a period of at least two (2) months, will have their name placed on the Re-employment List. Names will remain on the list for three (3) years.
- C) For the purposes of determining a reduction of hours, the base hours will be the average of the employee's previous twelve (12) months.

6.2.3

Term Staffing

- A) All Term work is subject to Article 6.2.1 – Access to Work
- B) Term appointments shall have a defined start and end date.
- C) Term work of nine (9) months or more shall be posted.
- D) Term work that has been posted shall not exceed twenty-four (24) months.
- E) Term work that has not been posted shall not exceed nine (9) months.
- F) Exceptions to D) and E) above must be agreed to by the parties.

6.2.3.1

Term Employment of Nine (9) Months or More

- A) Work shall be posted and filled in accordance with the following:

1. The Employer shall select in-service candidates using the senior qualified process. The Union shall be entitled to have a representative present during the staffing process. If a Union representative is not readily available, the staffing process may proceed in their absence. If there are no qualified in-service candidates, the Employer may select any qualified person;
 2. When a term position is filled from within a work unit and the backfill is also filled from within the work unit, the Employer may fill the third backfill with any qualified person. The Employer will utilize discretion when assigning work within the work unit to ensure that senior qualified employees retain employment and have access to promotions over junior employees.
- B) Permanent Full-Time and Permanent Part-Time employees can use their seniority to accept a lateral transfer or demotion into a term appointment only once a year or when the term is over.
- C) Upon completion of the initial probationary period, Term employees may use their service to compete for:
- i) permanent positions;
 - ii) term positions, which represent a promotion;
 - iii) any term position, which commences after the completion of their current term appointment.

6.2.3.2 **Employment Security**

- A) In accordance with the discretionary leave provisions, Permanent employees appointed to a term position will be granted a definite leave of absence. Permanent employees appointed to a term position shall be entitled to return to their home position. Term employees appointed to a term position shall not be entitled to bumping, severance, recall or re-employment list provisions.

6.2.3.3 **Reversion of Permanent Employee**

- A) Permanent employees who use their seniority to access term work shall be allowed to revert to their home position during the term by mutual agreement. Notice given by the employee wanting to revert must relate to the amount of notice (or pay in lieu) required to be given to the employee backfilling their position.

ARTICLE 7 PROBATION

7.1 Initial Appointment

- A) All employees, shall serve a twelve (12) calendar or twenty-four (24) calendar month initial probationary period, based on the following:
1. every employee working a minimum of 40% of full-time hours shall serve a probationary period of twelve (12) calendar months;
 2. if the employee is working less than 40% of full-time hours, they shall serve a probationary period of twenty-four (24) calendar months; and
 3. a determination of whether the employee has worked the minimum of 40% will be made during the 11th month of the initial probationary period; and
 4. **where the employee holds a permanent position they** shall be afforded employment security rights of a Permanent employee on successful completion of their initial probationary period.
- B) At the start of their probationary period, employees will be advised of expectations regarding standards of performance.
- C) The initial probationary period may be extended by the employer.
- D) Should the Employer decide to extend the employee's probation, the employee will be given the reasons prior to **the** extension and an opportunity to respond.
- E) An employee who promotes, voluntarily transfers or whose position is reclassified during their initial probationary period, shall complete their initial probationary period while concurrently serving a subsequent probationary period in the new position.
- F) If reclassified, the employee, at the expiration of the initial probationary period, shall be eligible for the position at the reclassified level, subject to the reclassification challenge provisions.
- G) **Prior to terminating an employee's appointment during the initial probationary period, the Employer will outline the concerns and the employee will be given an opportunity to respond.**

- H) The Employer may terminate an employee's appointment at anytime during the initial probationary period. **The Employer shall provide the reason(s) for termination in writing.**
- I) An employee who is notified that they have not successfully completed their initial probationary period by the expiry date, shall have their employment terminated. If the employee is not notified by the expiry date of the initial probationary period, the employee will be **deemed to have passed probation.**

7.2

Subsequent Probation

- A) On subsequent appointment, the probationary period shall be six (6) calendar months for all positions in classification levels one (1) through six (6) and twelve (12) calendar months for all other positions. The probationary period may be extended by mutual agreement of the parties.
- B) An employee shall serve a subsequent probationary period if they promote.
- C) Subsequent probationary periods are not required when an employee:
 - 1. involuntarily transfers to a position in the same occupation;
 - 2. involuntarily demotes;
 - 3. **is appointed** into a position in an occupation and classification level in which they have previously **passed probation**;
 - 4. is re-employed from a re-employment list to a position in their former occupation and classification level;
 - 5. bumps;
 - 6. has their position reclassified.
- D) An employee may be required to serve a subsequent probationary period in all other circumstances.
- E) An employee on subsequent appointment who has their request for job share or variable hours approved may have their probation extended as appropriate to properly assess performance but to no more than twelve (12) months.

7.3

Probationary Evaluations During Probationary Period

- A) Probationary evaluations shall be completed on every employee on **initial or** subsequent probation as follows:

1. during the second and fifth months for a six (6) calendar month probationary period, or
 2. during the fifth and eleventh months for a twelve (12) calendar month probationary period; or
 3. during the fifth, eleventh and twenty-third months for a twenty-four (24) calendar month probationary period.
- B) The Employer shall assess performance during a probationary period for the purpose of discussing with the employee their work performance, accomplishments, strengths, as well as areas requiring development. The employee shall sign all probationary evaluations. At their request, the employee shall be provided with a copy of their assessment.
- C) When an employee is to receive a probationary review that identifies a requirement for significant improvement in order to **pass probation**, the Employer will advise the employee that they may bring union representation. Confidentiality of work/client information must be maintained.

7.4

Completion of Probationary Period in a Permanent Position

- A) Upon successful completion of the initial probationary period the Employer shall appoint the employee to permanent status.
- B) Upon successful completion of the subsequent probationary period the Employer shall appoint the employee permanent in the position.
- C) No employee shall be appointed permanent prior to expiry of the applicable probationary period.

7.5

Reversion - Permanent Full-Time

- A) A Permanent employee in:
1. a position within the scope of this Agreement; or
 2. an out-of-scope position;
- who does not successfully complete their probationary period shall revert to the position in which they last held permanent status, at their former rate, subject to any increments that they would have received had they remained in that position. If there is no former position due to job abolishment, the employee shall have the right to exercise bumping rights in accordance with the bumping articles. Should the employee choose not to bump, they shall be deemed to have opted to go on layoff, or they may resign

and receive severance pay. The Reinstatement from Definite Leave of Absence provisions shall also apply.

- B) Notwithstanding the above, if an employee, currently serving a subsequent probationary period as a result of a promotion or voluntary transfer, was serving a probationary period immediately prior in another position and that position is vacant, the employee may request to revert to that position. Upon reversion, the employee shall complete the remainder of the probationary period of that position.
- C) A Permanent employee who is appointed from the re-employment list and does not qualify in their probationary period shall be returned to their former place on the re-employment list.
- D) A Permanent employee on probation may, upon written request to the Employer, request to revert to their former position at their former rate during the probationary period, subject to any increment that they would have received had they remained in that position.
- E) A Permanent employee displaced through the application of the reversion provisions shall also have the right to revert to their former position at their former rate in the salary range, subject to any increments they would have received had they remained in that position. If there is no former position, the employee shall have the right to exercise bumping rights in accordance with the bumping articles. Should the employee choose not to bump, they shall be deemed to have opted to go on layoff, or they may resign and receive severance pay. The Reinstatement from Definite Leave provisions shall also apply.

7.6

Permanent Part-Time - Failure of Probation

- A) A Permanent Part-Time employee who fails to complete the probationary period will be offered available work for which they are qualified. If there is no available work, they will be placed on the Permanent Part-Time Re-employment List

7.7

On Movement to Permanent Status

- A) If an employee within two (2) months moves into:
 - 1. the same position on a permanent basis; or
 - 2. a position in the same occupation and classification level, involving substantially the same duties and responsibilities on a permanent basis;

time spent in a term position or Temporary Assignment of Higher Duties shall be counted as accrued time for the completion of the initial or subsequent probationary period.

7.8

Leave of Absence During Probationary Period

- A) An employee who takes a leave of absence of more than thirty (30) consecutive calendar days during their probationary period may, at the discretion of the Employer, have their probation extended by an equivalent period of the leave.

ARTICLE 8 SENIORITY

8.1

Entitlement

- A) Employees shall possess seniority based on employment within the bargaining unit, subject to the following considerations.

1. An employee shall not acquire seniority until they have passed their initial probation in accordance with Article 7.1 A).

At that time a seniority date shall be calculated, retroactive to the commencement of their employment. An employee shall maintain this seniority date subject to 8.1 A) 4. and 8.1 A) 7.

2. For the purpose of establishing a seniority date, the following service shall be included [from the date of initial employment to completion of initial probation]:

- i) regular hours worked.

For any previous service claimed including definite leaves of absence, if there are no records, the Employer will accept records and reasonable evidence provided by employees as approved by the Union;

- ii) active Canadian War Service or Canadian Armed Forces Peacekeeping Service abroad – for purposes of calculating seniority, one calendar day equals .7123287 (and .7131148 in a leap year);
- iii) strike time;
- iv) paid time not worked for purposes of designated holidays, vacation leave, sick leave, pressing necessity leave, family/personal leave and Union leave;

- v) time spent on Workers' Compensation, Long Term Disability and adjudicated third party insurance claims;
 - vi) definite leave of absence without pay for full period of the leave;
 - vii) seniority for employees with modified hours of work arrangements will be calculated such as to result in neither gain nor loss in relation to employees covered by the normal work cycle.
3. A Seniority Date will not be ended or adjusted in the following situations:
- i) definite leave of absence without pay for full period of the leave;
 - ii) time spent on indefinite leave of absence without pay for reasons of prolonged illness, WCB, LTD, SGI claims (Article 18.1.1.3 A) or job abolition;
 - iii) leaves of absence without pay for Union business for a period of up to two (2) years excepting that if the leave is for the purpose of occupying a full time elected SGEU position, seniority shall be granted for the full period of the leave;
 - iv) time spent on a re-employment list for reasons of: lay off or reduced hours for Permanent Part-Time (Article 6.2.2.3 B), returning from an adjudicated prolonged illness or disability claim (Article 6.1.4 A) 1. i), persons displaced by reversion (Article 6.1.4 A) 1. ii), persons whose former positions have been reallocated or reclassified upward due to changes in duties and responsibilities, and who were unsuccessful in a promotional examination (Article 6.1.4 A) 1. iii), persons exercising bumping rights to bump into a lower classification level (Article 6.1.4 A) 1. iv), persons whose former positions have been reallocated or reclassified downward (Article 6.1.4 A) 1. v), spousal transfer (Article 18.2.2 A) 2.), no accepted adjudicated claim (Article 18.1.1.3 A) iii)), Permanent Part-Time employees who failed to complete probation period and are unable to revert (Article 7.6 A);

4. A Seniority Date will be adjusted in the following situations:
 - i) upon return from an indefinite leave of absence without pay for any other reasons than indicated in 8.1 A) 3 ii) above. A maximum of ninety (90) calendar days will be granted upon return from leave;
 - ii) employees on re-employment lists for reasons of returning from an indefinite leave (personal leave or career leave) shall not earn seniority while on the re-employment list;
 - iii) in accordance with i) or ii) above, an employee's seniority date will be suspended at the time they commence an indefinite leave or are placed on the re-employment list. Any employee wanting to access seniority for competition purposes must advise the Employer in writing for each competition.
5. Upon completion of the initial probation period and upon written application, an employee who is re-employed after a break in service shall be credited with their previous in-scope service for seniority purposes.
6. By mutual agreement the parties may enter into an arrangement which would permit employees within the scope of other Union agreements, to count their service for seniority.
7. Seniority date shall be considered ended or broken for any of the following reasons:
 - i) dismissal;
 - ii) resignation or retirement;
 - iii) an interval of non-employment with the Employer of greater than one hundred and eighty (180) consecutive calendar days, except while on the re-employment list.
 - iv) continuous layoff of a Permanent employee due to lack of work for a period in excess of three (3) years (removal from re-employment list);
 - v) failure to return to work within seven (7) calendar days of notification of re-employment after permanent layoff, or after an approved leave of

absence. If the failure to report is the result of illness or for reasons satisfactory to the Employer it will not be considered a break in service.

- vi) successful completion of probation in a permanent out of scope position.

8.2 **Seniority Rosters**

8.2.1 **Permanent Full-Time, Permanent Part-Time, and Term Employees**

- A) The Employer agrees to prepare and provide to the Union a seniority roster for all employees calculated to the end of the pay period that includes March 31st of each year.
- B) A seniority roster shall be distributed to all work places and made accessible to all employees **semi-annually (within the months of October and May)**.

8.2.1.1 **Seniority Appeals**

- A) **Within sixty days of the seniority roster being distributed** an employee may challenge their seniority accumulation as listed in the seniority roster.
- B) The employee shall submit their appeal on the appropriate form to the Employer. The appeal shall include all evidence the employee has available to support their claim.
- C) On receipt of an employee's appeal, the parties will consider the information supplied plus any other information available. The parties will have access to all relevant Employer records. They will issue a written decision on the appeal to the employee. If the parties cannot agree on the employee's seniority the issue will be forwarded to arbitration.
- D) Unless an employee provides new evidence to support their claim on a previously assessed seniority accumulation challenge, they will not be eligible to submit another appeal for the same period/time.
- E) All changes will be published **immediately after a change is made**.

8.2.1.2 **Seniority Tie**

- A) **In situations where two (2) or more employees have the same seniority or two (2) or more initial probationary employees have the same start date, the applicant with the higher number using the last three digits of their SIN number shall be the most senior.**

8.3

Employees Appointed to an Out-of-Scope Position

- A) An employee within the scope of this agreement who applies for and is awarded an out-of-scope position shall have their seniority maintained for one full calendar year. At the completion of the one year, they shall lose all accumulated seniority.**

ARTICLE 9

HOURS OF WORK

9.1

General Provisions

9.1.1

Rest Periods

- A) Shift employees shall be entitled to two (2) fifteen (15) minute rest periods in each eight (8) hour shift and three (3) fifteen (15) minute rest periods in each twelve (12) hour shift. Other employees shall be entitled to a morning and afternoon rest period of fifteen (15) minutes each. An employee working less than full-time daily hours, shall be entitled to a fifteen (15) minute rest period for each continuous period of three and one-half (3½) hours worked in a day.**
- B) Rest periods shall be scheduled to meet the needs of the Employer.**

9.1.2

Travel Time

- A) All travel time authorized by management will be considered as part of hours worked. Should an employee be unable to get prior authorization for the purpose of travel time, authorization may be given retroactively by management.**

9.1.3

Rest Following Overtime

- A) In the event an Employee works at overtime rates of pay three (3) or more hours of the eight (8) hours immediately preceding their next regularly scheduled shift, they shall have the right, except in emergent circumstances, to designate that scheduled shift or part thereof as an unpaid rest period. Employees may use vacation pay or time in lieu in place of the unpaid rest period. The employee may also request to alter their shift start and end time for that scheduled shift in order to reduce unpaid rest and/or the usage of vacation pay or time in lieu.**

9.2

Part-Time Hours of Work

- A) Part-Time employees shall work hours as assigned by management and shall be subject to the hours of work arrangements in this agreement. The hours of work arrangements are not a guarantee of work. When Part-Time employees are assigned to work 100% of full time hours, the Employer will schedule an Earned Day Off (EDO) every two or three weeks, based on hours of work designation, during the period of the 100% assignment.
- B) Part-Time employees scheduled to work shall be given **three (3)** hours work or pay in lieu, at regular rates, if management is aware that work will not be available on that day and fails to notify the employee prior to the normal starting time and the employee reports for work.

9.3

Full-Time Hours of Work

9.3.1

Management to Establish Two (2) or Three (3) Week Work Cycle

- A) Management shall establish the two (2) or three (3) week work cycle and approve employee work schedules and EDOs before they become effective. Where work permits, employees will normally be granted two (2) consecutive days of rest per week and where possible they will be Saturday and Sunday.

9.3.2

Special Hours of Work and Shift Arrangements

- A) The hours of work provisions may be altered by mutual agreement of the parties to provide greater flexibility and service delivery.

9.3.3

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

- A) 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 a one (1) hour lunch break taken between 12:00 p.m. and 1:00 p.m. By mutual agreement between the manager/designate and the employee, 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 (½) hour.

Modified Office Work Pattern – 5-5 Two Week Cycle

- A) Office employees may **request** during the following option periods: the first day of the pay period that includes April 1 and the first day of the pay period that includes October 1, for the below modified hours of work arrangement. **If approved**, the employee will remain on the modified hours of work arrangement until the end of that option period, at which time the employee may revert to the normal hours of work.
1. Employees shall work Monday through Friday - 8:30 a.m. to 5:00 p.m. with a one (1) hour and eighteen (18) minute lunch break (7.2 hours per day).
 2. Employees may request and management may approve flexible start and stop times in accordance with the following provisions:
 - i) employees shall work core hours which are 8:30 a.m. to 4:00 p.m. Monday through Friday;
 - ii) employees shall not start earlier than 7:30 a.m. nor finish later than 5:00 p.m. unless authorized by management; and
 - iii) employees shall take a minimum forty-eight (48) minute lunch break between 12:00 p.m. and 1:00 p.m., except by mutual agreement between the manager/designate and the employee, the lunch break may be taken between 11:00 a.m. and 2:00 p.m.
 3. Management shall, based on the work requirements, determine whether employees may exercise their option on a work unit or individual basis.

Regulated 5-4 (72 Hours per 2 Week Cycle) and 5-5-4 (112 Hours per 3 Week Cycle)

- A) Employees shall work a five (5) day week with an earned day off (EDO) every two (2) or three (3) weeks based on their hours of work designation. A day shall consist of eight (8) hours worked and the work days in a week shall be consecutive. By mutual agreement at the local level, this requirement may be waived to build greater flexibility into shift arrangements.

B) Work Schedules

The manager shall develop and maintain a work schedule that rotates employees as fairly as possible within the

shifts. Employees may request to work permanent evening or night shifts. Shifts shall be identified with a start and end time. Where at all possible, the Employer shall endeavor to schedule similar start and end times within any given week. However, the Employer is permitted to schedule one significant change in shift start and end times in any given work week for an employee (e.g. days to nights). Similar is defined as having no more than six (6) hours variance between start and end time of scheduled shifts. In no case shall there be less than twelve (12) hours rest between scheduled shifts.

Work Schedules shall be posted at least twenty-eight (28) calendar days in advance of the actual work week being worked. Any change to the schedule shall be posted and communicated in writing to the affected employees at least fourteen (14) calendar days in advance of the actual week being worked.

Where there is an unexpected, unusual or emergency circumstance, the Employer may change the schedule within fourteen (14) days of the actual week being worked. Where possible, the Employer will offer such changes in order of seniority. Where no employee accepts the offer to change shifts, the change shall be assigned in reverse order of seniority on a fair and equitable basis.

C) **Mutual Shift Trades**

Employees(s) in the same work unit and position may submit a request to trade shifts. The manager or designate will respond within two (2) business days, the response shall be in writing. Mutual shift trades shall not be subject to overtime rates unless overtime rates would have been paid irrespective of the shift trade. Each shift trade shall be completed within a twenty-eight (28) calendar day period unless otherwise mutually agreed between the manager and requesting employees.

9.3.5.1

Altered Work Pattern – Eight (8) Hours per Day

- A) The following may be altered by mutual agreement at the local level:
1. daily on and off duty times for each shift;
 2. length of time to be spent on each shift;
 3. order of rotation through various shifts;

4. regular assigned days of rest; and
 5. fixed shifts.
- B) When a work pattern is altered and does not have an effect on the administration of any of the contract benefits, it may be signed off at the local level (i.e. eight (8) hour days in a 7-3, 7-4, 7-2, 7-5 shift rotation). Any change to the definition of a day requires the agreement of the parties.

9.3.5.2

Modified Work Patterns In Excess of Eight (8) Hours per Day

- A) A modified hours of work arrangement may be instituted by mutual agreement at the local level. Any agreement reached at the local level must be approved by the parties prior to implementation. Such agreement shall be in accordance with LOU 98-6 and include the following:
1. the duration of an averaging period in which the number of hours to be worked at straight time must equal eight (8) times the number of working days in the period less eight (8) hours for each designated holiday and scheduled EDO which falls within the period;
 2. the number and pattern of days to be worked at straight time within the averaging period;
 3. the number of hours per day to be worked at straight time;
 4. the daily on and off shift times;
 5. the assigned days of rest, provided that an assigned day of rest shall not be scheduled to fall on a designated holiday. For the purpose of calculating the number of assigned days of rest the following calculation shall apply:
 - i) one (1) first day of rest for each Saturday included in the averaging period;
 - ii) one (1) second day of rest for each Sunday included in the averaging period.
 6. the day which shall be observed as the designated holiday; and
 7. additionally, for shift employees only:
 - i) length of time to be spent on each shift,

- ii) order of rotation through various shifts,
- iii) fixed shifts.

9.3.6 Field

- A) 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.

9.3.6.1 Partial Averaging Period - Field Hours of Work

- A) For a field employee who commences on a day other than the first day of the averaging period or who terminates on a day other than the last day of the averaging period, the number of hours to be worked at straight time during that averaging period shall be determined on the basis of eight (8) hours multiplied by the number of normal working days in the partial averaging period less eight (8) hours for each designated holiday and scheduled EDO which falls in that period.

9.3.6.2 Leave With Pay in Averaging Period - Field

- A) For the purpose of pay calculation, approved leave with pay shall be included as hours worked in the averaging period subject to the following:
 - 1. the number of hours included as actual hours worked shall not exceed a maximum of eight (8) hours per day, except in the case of a field employee working in a crew setting, in which case the number of hours included as actual hours worked shall not exceed the number of hours worked by the crew on that day;
 - 2. in the event an employee has worked a partial day, the maximum number of hours which will be included as hours worked shall not exceed that number of hours required to bring about a combined (hours worked plus approved leave with pay) maximum of eight (8) hours per day, except in the case of a field employee working in a crew setting, in which case the combined number of hours shall not exceed the number of hours worked by the crew on that day; and

3. the foregoing shall have no application if the employee was not scheduled to work on any such day.

9.3.6.3

Leave Without Pay in Averaging Period - Field

- A) Leave without pay shall not be included as hours worked in the averaging period.

9.4

Earned Days Off (EDO) – 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 ($37 \frac{1}{3}$) hours per week shall have one EDO every three (3) weeks. Both shall be subject to the following:
 1. 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;
 2. wherever possible EDOs for regulated thirty-six (36) and thirty-seven and a third ($37 \frac{1}{3}$) hour employees shall be scheduled adjacent to days of rest except where they may be rescheduled by mutual agreement between the employee and the supervisor;
 3. EDOs shall not alter the employee's regular days of rest;
 4. there shall be no claim for sick leave when an employee is ill on an EDO;
 5. 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;
 6. 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;
 7. 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 9.4 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.

8. EDOs that fall on a designated holiday shall be rescheduled to the preceding or next following working day by mutual agreement **between the employee and the supervisor;**
9. 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 mutual agreement **between the employee and the supervisor;**
10. upon request, employees shall be permitted to use a partial EDO by local mutual agreement **between the employee and the supervisor.**

9.5 **Special EDO Provisions**

9.5.1 **Field Employees**

- A) The following special provisions may be implemented by mutual agreement between the manager/designate and the employee:
 1. notwithstanding the above, scheduled EDOs shall be worked and accumulated at straight time rates;
 2. 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;
 3. 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;
 4. accumulated EDOs shall be taken by mutual agreement between the manager/designate and the employee provided that they fall within the three (3) month period immediately following the expiration of the accumulation period as set out in 2. above;
 5. 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;
 6. in the event that mutual agreement is not reached between the manager/designate and the employee 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

7. 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.

9.6

Hours of Work Designations

- A) The hours of work for positions with multiple designations will be based on the nature of the work and the type of services provided. The Employer's decision to change the hours of work designation will be based on operational requirements that can be demonstrated to the Union and the change will be for a minimum period of three (3) months. The Union will be provided notification not less than ninety (90) days prior to the intention of making any change in designation.
- B) The hours of work arrangements for all occupations are shown in Appendix B.
- C) Affected employees will be provided sixty days' notice prior to any change in designation.
- D) **The Parties may agree to a new hours of work designation that is not identified in Appendix B.**

ARTICLE 10

JOB SHARING AND VARIABLE HOURS

- A) A job share or variable hours of work arrangement is not intended to increase or decrease work load in a position. In establishing an arrangement, it is expected that the regular workload for the position will be maintained.
- B) If as a result of a job share or variable hours of work arrangement, the Employer reassigns duties and subsequently chooses to have the position's classification level reviewed, the

Employer will, prior to commencing such review, inform the Union and the employee.

10.1

Definition

- A) Where operationally feasible, job sharing and variable hours of work arrangements are intended to provide Permanent Full-Time employees with an opportunity to balance their hours of work with their personal needs or medical need in accordance with the rehabilitation policy.
- B) Job sharing is the voluntary sharing of a permanent full-time position in a structured manner by more than one (1) person, one (1) of whom is the permanent incumbent of the position. Job sharing requires that another employee be appointed to backfill the remaining portion of the position.
- C) Variable hours is the voluntary reduction by a Permanent Full-Time employee of their hours of work. Variable hours does not require a backfill be appointed and ensures the employee's rights to the permanent full-time position. Variable hours will apply to situations where a job sharing arrangement involving a backfill is not reasonable (e.g.: specialized type of job, too few hours made available for backfill, etc.).
- D) The permanent incumbent may request to reduce their hours of work in the job sharing or variable hours of work arrangement to a minimum of fifty percent (50%).

10.2

Initiation and Approval Process

- A) Employees on initial probation are not eligible to apply for job share or variable hours of work arrangements.
- B) Requests to establish a job share or variable hours of work arrangement can only be initiated by either the permanent incumbent of a position or an incumbent [who is permanent and] on a subsequent probation through an application to their immediate supervisor. The incumbent on subsequent probation is subject to Article 7.2E).
- C) Management will review the feasibility of a request against operational needs, including impact on client service delivery and workloads of other staff within the work unit. Approval of requests will not be unreasonably denied. A denial of a request shall be provided to the employee in writing by the manager outlining the rationale.

- D) The Union will be notified of any requests approved by management. **The Employer shall provide, once per calendar year, upon request by the Union a detailed list of all job share and variable hours of work arrangements.**

10.3

Duration, Renewal and Termination

- A) The first term of an approved job sharing or variable hours of work arrangement shall be in place for a minimum of three (3) months and shall not exceed twelve (12) months. The permanent incumbent will commence the approved hours of work arrangement on the first working day of a pay period.
- B) Permanent Full-Time employees may request renewal of existing job share or variable hours of work arrangements as follows:
1. Job Share:
 - i) no change in original terms – thirty (30) days prior to termination, employee provides renewal request, in writing, to the Employer. Approval is automatic unless notified within thirty (30) days of receipt of request. The Union will be notified of the renewal.
 - ii) change in original terms – thirty (30) days prior to termination, employee provides the Employer with new job share application. The Employer will follow Initiation and Approval Process as set out in Article 10.2 above.
 2. Variable Hours:
 - i) no change in original terms – all variable hours of work arrangements will be annually reviewed by the Employer. Thirty (30) days prior to termination, employee provides renewal request, in writing, to the Employer. A copy of the original approved application shall be attached to the renewal request. The employee and the union will be notified of the decision within thirty (30) days of receipt of request;
- C) In the absence of a request to renew, an existing arrangement will terminate at the end of the agreed to term. The Permanent employee, or the Employer, on thirty (30) working days written notice (or in the case of a Term employee backfilling the position, notice in accordance with Article 20.3.3, if applicable) may terminate an agreement. Notice to terminate will be concurrently

provided to the employee backfilling the position (if applicable) and the Union.

10.4

Staffing Backfill of Job Share Arrangement

- A) The backfill of a job share arrangement will be staffed in accordance with the Term Staffing Process.
- B) If the successful candidate is another Permanent Full-Time employee, they shall apply for a definite leave of absence. An employee may request to work the remaining hours of their home position as well as the job share backfill. If approved, the Employer will not be required to post the hours the permanent incumbent is working. In these circumstances, the employee must be appointed to two (2) separate term appointments.
- C) If employment of an employee backfilling the job share arrangement terminates prior to the end of the term, the permanent incumbent may be required to resume working full-time hours pending staffing of the backfill appointment. Staffing process for the backfill appointment will be initiated as soon as possible. Consideration should be given to the Permanent employee's circumstances to allow for the employee to make appropriate arrangements prior to returning to their regular full-time hours.

10.5

Reversion Rights

- A) On termination of the job share or variable hours of work arrangement, the Permanent employee initiating the arrangement will revert to full-time hours of the position occupied. The employee backfilling the position will be governed by the Term Employment provisions.

10.6

Conditions of Employment

- A) Permanent employees in a job share or variable hours of work arrangement shall retain all benefits accumulated prior to the commencement of the arrangement.
- B) Vacation Leave - will be earned and expended on a pro rata basis (e.g.: employees entitled to fifteen (15) days vacation working 50% of work hours for one (1) year would receive 7.5 days paid vacation leave).
- C) Sick Leave - will be earned and expended on a pro rata basis (e.g.: employees working 50% of work hours for twelve (12) months would earn 7.5 days paid sick leave).
- D) Seniority - will be earned in accordance with Article 8.

- E) Increments - where applicable, will be earned in accordance with provisions set out for Term employees.
- F) Designated Holidays - are paid for in the bi-weekly salary and are included in the reduced bi-weekly salary at the appropriate percentage.
- G) Hours of Work – to determine appropriate number of hours to work in the averaging period the following formula applies:

Number of full-time hours available to be worked in averaging period less (-) eight (8) hours for each scheduled EDO and each Designated Holiday in the averaging period multiplied (x) by percentage (%) of job share or variable hours of work arrangement equals (=) the number of hours to be worked in the averaging period.

Examples: 50% job share/variable hours of work arrangement.

Office 5-4

$$\begin{array}{rcl}
 80 \text{ hours} & (2 \text{ week averaging period}) & \\
 - 8 \text{ hours} & (1 \text{ EDO in the averaging period}) & \\
 - 8 \text{ hours} & (\text{Designated Holiday}) & \\
 \hline
 64 \text{ hours} & & \\
 \times 50\% & (\text{Hours of Work Arrangement}) & \\
 \hline
 32 \text{ hours} & (\text{To be worked in the averaging period}) &
 \end{array}$$

Field

$$\begin{array}{rcl}
 160 \text{ hours} & (4 \text{ week averaging period}) & \\
 - 16 \text{ hours} & (\text{Assumes 2 EDOs in the averaging period}) & \\
 - 8 \text{ hours} & (\text{Designated Holiday}) & \\
 \hline
 136 \text{ hours} & & \\
 \times 50\% & (\text{Hours of Work Arrangement}) & \\
 \hline
 68 \text{ hours} & (\text{To be worked in the averaging period}) &
 \end{array}$$

- H) Earned Day Off - employees will continue to take Earned Days Off within the job share arrangement.
- I) Overtime - as set out in Article 11. Employees working variable hours or job shares are not eligible for overtime provisions until they have exceeded the hours of work of the appropriate full-time equivalent.
- J) The permanent incumbent in a job share or variable hours of work arrangement will not be required to work regular hours in excess of the agreed upon reduced hours of the work arrangement.

- K) Terms and conditions of employment of the employee backfilling the job sharing arrangement will be set out in the Term Employment provisions.

10.7

Pensions, Group Life Insurance, Dental and Extended Health Care Plans

- A) Public Service Superannuation Plan (Old Plan) - employee will make contributions relative to time worked.
- B) Public Employees Pension Plan (New Plan) - employee will make contributions relative to time worked which the Employer matches.
- C) Group Life Insurance - coverage of previous full-time salary (subject to any retroactive increases) for a maximum of two (2) years.
- D) Dental and Extended Health Care Plans - coverage will be provided in accordance with the terms and conditions of the respective plans.

ARTICLE 11 OVERTIME

11.1

Hourly Rates – Conversion Formula

- A) Hourly rates shall be calculated on the basis of the following formulas:

5 day – 37 1/3 hours	=	<u>bi-weekly rate</u>
(5/5/4 work cycle)		74.666
5 day - 36 hours	=	<u>bi-weekly rate</u>
(5/4 work cycle)		72.0

11.2

Overtime Must Be Authorized

- A) Management must authorize overtime in writing. Verbal authorization may be given in emergent situations followed by written authorization on the next working day. The number of hours worked shall be signed off by a manager and forwarded for payment.

11.3

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.

11.4 **All Employees Except Field**

11.4.1 **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.

11.4.2 **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.

11.4.3 **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.

11.5 **Field Employees**

11.5.1 **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 eleven (11) hours in a day. The parties may waive this provision as appropriate.
- B) Where the hours worked in excess of eleven (11) are continuous and cross over midnight, overtime rates in A) will apply.

11.5.2 **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.

11.6 **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. 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.

11.7

Phone Calls After Hours

- A) An employee who after they have **completed their scheduled hours of work** or 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.

11.8

Working Remotely After Hours

- A) An employee who after they have **completed their scheduled hours of work for the day** or left their place of work, is required to perform work remotely 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. An employee required to perform work 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.
- B) When required to work remotely as above between the hours of 11:00 p.m. to 6:00 a.m. and the employee is scheduled to work the following morning, the employee shall be paid for each hour or portion thereof worked for a minimum of one (1) hour at appropriate overtime rates. The employee shall not receive any further overtime until the one (1) hour period has elapsed.

11.9

Standby Compensation

- A) Standby shall mean a period during which an employee is not at work and is assigned to be on call and be immediately available to return to work. In no case shall such assignment be less than one (1) hour. Standby pay will be paid at a rate of **fifteen dollars (\$15.00)** for each four (4) hour period, or portion thereof.

Call Backs for Overtime

- A) After **completing their scheduled hours of work or** having left their place of work, an employee who receives a call back and returns to **the workplace (a facility)** shall be paid at overtime rates for all hours worked, subject to a minimum of two (2) hours at overtime rates, as set out in the pay schedules and overtime articles in this agreement.
- B) Notwithstanding the above, an employee called out more than once during the two (2) hour period shall not receive any further overtime until the two (2) hour period has elapsed.
- C) An employee called out to return to work shall be reimbursed at the kilometre allowance as per the use of private vehicle provisions with a minimum of \$1.00.
- D) This article does not apply to Field employees unless the call back is for overtime, which occurs only if the employee has worked more than eleven (11) hours in a day.

ARTICLE 12 TEMPORARY ASSIGNMENT OF HIGHER DUTIES**Eligibility Criteria**

- A) Eligibility Criteria for Temporary Assignment of Higher Duties are as follows:
 - 1. the temporary assignment of an employee to perform the duties of another position classified at a level having a higher maximum hourly rate of pay than the classification level of their home position;
 - 2. the temporary assignment of new duties to an employee in their position, the result of which warrants a classification level having a higher maximum hourly rate of pay than the classification level of their home position.
 - 3. the temporary assignment shall be offered to the most senior qualified employee in the work unit; except where an operational need arises to provide training and development, the Employer may fill the assignment with a junior employee.
- B) When an employee is temporarily assigned new duties in their home position for a short or undetermined period of time, the new duties shall be submitted to the Employer and the Union on the agreed form. If the new duties warrant a higher classification level the employee shall be eligible for compensation at the higher level from the day the new duties were assigned.

Administration

- A) If management is aware at the beginning or, anytime during the first ninety (90) days of the temporary assignment, that it will continue for more than ninety (90) continuous days, the provisions of temporary assignment of more than ninety (90) days shall apply effective the first day it is known the assignment will continue for more than ninety (90) days.
- B) The following rules for hours of work and payment, shall apply to Permanent employees performing temporary assignment of higher duties:
1. employees shall work the hours of work designated for the position of the temporary assignment of higher duties;
 2. there shall be no change to the employee's home work cycle or earned day off entitlement prior to the employee completing that cycle, at which time the employee shall enter into the work cycle and earned day off entitlement of the temporary assignment of higher duties position. On completion of the temporary assignment of higher duties, the employee shall immediately return to the work cycle of **their** home position. There shall be no prorating of the earned day off entitlement when entering into the temporary assignment of higher duties work cycle or when returning to the home position work cycle;
 3. when the assignment to a position with a higher classification level involves a partial pay period, the employee will receive any overtime earned in the home position in addition to their normal bi-weekly salary in the home position. For the purpose of this provision only, a Field employee will be entitled to overtime in their home position, based on the number of hours actually worked in excess of the hours scheduled to be worked that averaging period less eight (8) times the number of days worked in the temporary assignment of higher duties position during that averaging period; and,
 4. overtime entitlement in the temporary assignment of higher duties will be subject to the overtime provision pertaining to the temporary assignment of higher duty designation only.
- C) Term employees will be eligible for salary maintenance subject to the minimum of the higher salary range.

Temporary Assignment for Ninety (90) Consecutive Days or Less

- A) An employee in a position that has been assigned a classification level on temporary assignment of higher duties shall receive premium payment for each day of assignment including days of approved paid leave.
- B) Except for Term employees payment will be at an hourly rate which provides for an increase of eight percent (8%) over the employee's current hourly rate, adjusted for change in hours of work where required. If the increase of eight percent (8%) produces an hourly rate below the minimum of the range for the temporary assignment position, the salary shall be adjusted to the minimum of the range. In no case shall the hourly rate be more than the maximum of the range for the higher classification level.
- C) An employee, while in a position subject to temporary assignment of higher duties shall be eligible to receive increments and economic adjustments in their home class and the supplementary payment for the temporary assignment of higher duties shall be recalculated on the revised salary.

Temporary Assignment of Higher Duties for More Than Ninety (90) Consecutive Days

- A) The Union will be notified if a temporary assignment of higher duties exceeds one (1) year.
- B) An employee in a position that has been assigned a classification level on temporary assignment of higher duties shall receive payment for each day of assignment, including days of approved paid leave.
- C) The employee's salary and increment date on temporary assignment of higher duties for more than ninety (90) continuous days shall be as per the promotion articles.
- D) Employees shall be eligible to earn increments in the higher temporary assignment classification.
- E) An employee, who has served in a TAHD assignment for the equivalent of a subsequent probationary period for the TAHD level will upon subsequent appointment to another position, or permanent reclassification, immediately following TAHD, be entitled to the appropriate salary administration rules (e.g. promotion, demotion, transfer or salary maintenance) based on the TAHD salary rate.

- F) While on temporary assignment of higher duties, an employee eligible for a pay adjustment, shall receive the increase to the salary rate in the range for the higher classification level. On reversion to their home classification level, the employee's salary rate will be adjusted to reflect any pay adjustments/increments he would have received in their home classification level during the period of the temporary assignment. The employee shall also be eligible to receive the difference in salary, if any, resulting from reapplication of the promotion articles to the pay adjustments made in their home classification level, on the effective date of the pay adjustment to their home classification, subject to the minimum and maximum of the higher level salary range.

12.5

Temporary Assignment of Higher Duties to an Out-of-Scope Position

- A) When an in-scope employee is temporarily assigned higher duties to an out-of-scope position, the employee continues to pay Union dues, accrue seniority and retain all rights conferred by this Collective Agreement.
- B) In-scope employees temporarily assigned higher duties to an out-of-scope position shall work such hours as assigned by management. The employee will be entitled to a total of twelve (12) scheduled days off per fiscal year earned on a pro-rata basis. This time is to be taken at times authorized by the Employer, but must be taken prior to the employee returning to their home position.
- C) Subject to the assignment being a minimum of seven (7) consecutive working days following the employee completing the home position cycle, entitlement to scheduled days off shall be calculated as follows:
1. number of full working days x .0462 (12 ÷ 260);
 2. the resulting product shall be rounded up to the nearest half day;
 3. compensation shall be paid as per the temporary assignment provisions.

ARTICLE 13 DESIGNATED HOLIDAYS

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

Floating Holiday for 2024 – August 2, 2024z

Floating Holiday for 2025 – August 1, 2025

Plus any other day proclaimed as a holiday by the Provincial Government.

13.1 Special Provisions

13.1.1 Permanent Full-Time Employees

- A) Employees whose regular weekly days off are Saturday and Sunday on a permanent basis (including Field employees for the purpose of this clause), the following rules shall apply:
 - 1. when a designated holiday falls on Sunday, the following Monday shall be deemed to be a holiday in lieu thereof;
 - 2. when a designated holiday falls on Saturday, the Employer shall designate another working day, either the preceding Friday or the following Monday, to be observed as the holiday in lieu thereof, or as agreed to by the parties.
- B) For employees whose regular weekly days off are not Saturday and Sunday on a permanent basis, designated holidays shall be non-transferable. When a designated holiday falls on a day of rest, and the employee does not work on that day, they shall be granted an additional day off.

13.1.2 Permanent Part-Time and Term Employees

- A) Employees will be paid 5.4% of regular earnings for each pay period in lieu of pay for designated holidays not worked. Earnings for this purpose shall not include vacation leave pay but shall include shift differential and weekend premium.

13.2 Working on a Designated Holiday

13.2.1 Employee Required to Work on a Designated Holiday

- A) An employee required to work on a designated holiday shall be entitled to their regular pay plus one and one half (1½) times their regular pay for each hour up to the normal hours they work. This shall be paid out or may be taken as time in lieu by mutual agreement between the manager/designate and the employee.

13.2.2 Overtime Work

- A) An employee who is required to perform overtime work on a designated holiday shall be paid at the rate of two and one-half (2½) times their regular pay for each hour in excess of normal hours they work or granted time in lieu at the premium rate.

13.3

Working on a Designated Holiday Falling on a Day of Rest

- A) When a designated holiday falls on an employee's assigned day of rest, and the employee is required to work, they shall be compensated in addition to their regular pay at a rate of time and one-half (1½) for hours worked and given a day off in lieu of the assigned day of rest.

13.4

Regular Pay Defined

- A) Regular pay is defined as follows:
1. Permanent Full-Time employees: total bi-weekly salary (includes payment for Designated Holidays);
 2. Permanent Part-Time and Term employees: 5.4% of regular earnings for each pay period in lieu of pay for Designated Holidays not worked. Earnings for this purpose shall not include vacation leave pay but shall include shift differential and weekend premium.

13.5

Shifts Overlapping Two (2) Days

- A) In the case of an employee that works an overlapping shift which begins on one day and ends on the next shall, for credit purposes of the designated holiday, be paid on the basis of a full shift to the employee that has the majority of the shift falling on the designated holiday.

13.6

Averaging Periods

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

ARTICLE 14 PAY ADMINISTRATION

14.1

General Provision

14.1.1

Equal Pay for Work of Equal Value

- A) The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the gender of the employee as determined by the job evaluation factors in the classification plan.

14.1.2

Allocation of Positions

- A) No offer of employment or payment shall be made prior to allocation of the position to a classification level.

14.1.3 **Employee Cheque Advice**

- A) Employee pay statements shall show the period worked, gross salary earned, time in lieu, vacation leave and all deductions and their purpose.

14.1.4 **Pay Calculation for Full Pay Period**

- A) Employees who are paid on the exception reporting bi-weekly payroll and commence or resume employment on the first working day of the pay period shall be entitled to a full pay period's salary and to credits for vacation leave, sick leave and increment purposes.

14.1.5 **Pay Calculation for Partial Pay Period**

- A) For the purpose of determining earnings for a partial pay period applicable to employees who are paid on the exception reporting bi-weekly payroll, the following shall apply:
 - 1. number of hours worked times the hourly rate of pay;
 - 2. hours worked shall include approved leave with pay, e.g. designated holidays, sick and vacation leave;

14.1.6 **Supplemented Salary Ranges**

- A) The parties may mutually agree to the implementation of supplemented salary ranges to address recruitment/retention issues, or for other special circumstances. When supplemented salary ranges are established, the following shall apply:
 - 1. they will be reviewed annually on October 1st of each year;
 - 2. when the supplemented salary range is introduced or increased, current employees affected will receive an increase in their salary rate equivalent to the percentage increase in the supplemented salary range maximum;
 - 3. when the supplemented salary range is reduced or terminated, the employees affected shall be treated in accordance with the downward reclassification provisions; and
 - 4. supplemented salary rates and ranges shall be treated as regular salary for all salary administration and payroll purposes.

- B) When a change in assigned duties results in a temporary or permanent change in occupation and a supplemented salary range is currently approved in the new occupation, and;
 - 1. the employee is currently at the same level as the supplemented salary range, the employee's salary rate shall be increased by the same percentage amount as the supplemented salary range maximum exceeds **their** current range maximum; or
 - 2. the employee is currently at a different level than the supplemented salary range, normal salary administration rules shall apply.

14.1.7 **Repayment**

Matters of repayment are best dealt with on an individual case basis. Whenever an employee is required to repay the Employer, a repayment option will be negotiated with the employee to ensure the employee is not left in financial hardship.

14.2 **In Hiring Rates of Pay**

14.2.1 **Permanent Employees**

14.2.1.1 **At and Above Minimum Rate**

- A) The rates of pay upon original recruitment shall normally be at the minimum of the salary ranges. Notwithstanding the above, the Employer may approve a higher rate:
 - 1. where the relevant competencies and qualifications of a selected applicant exceed the recruitment requirements for the position; or
 - 2. for occupations where market reasons warrant, as determined by the Employer.

14.2.1.2 **Subsequent Review**

- A) When the Employer approves a salary rate above the minimum pursuant to 14.2.1.1 A) 1. above, they will publicize on the Employers Intranet the rate at which it has given such approval and an outline of the qualifications of the person appointed and if applicable, the market reasons.
- B) Any employee working in the same occupation and classification level, with the same duties and responsibilities that is being paid at a rate lower in the range may challenge the appointment. The employee must possess the qualifications equivalent to those of

the employee appointed higher in the salary range and within thirty (30) calendar days of such publication, request that the Employer review their qualifications and salary. If, as a result of review, a salary adjustment is considered to be warranted, the Employer shall so authorize.

- C) When market reasons warrant a higher salary rate the Employer shall review the qualifications of employees in the same occupation and classification level, with the same duties and responsibilities as the person appointed, and, where necessary, adjust their salary.

14.2.1.3

Training Rates - Below Minimum of Regular Range

- A) If fully qualified candidates are not available, the Employer may authorize the appointment of a "trainee". Training rates will be established on the basis of annual increments **of** 4%, below the minimum of the regular range. Entitlement and withholding of increments shall be governed by the Increment provisions.
- B) A candidate may be hired below the minimum of the regular range if they do not possess the required core competencies for the position.
- C) A candidate hired below the minimum of the regular range will not be eligible to advance to the regular range for their classification level until they meet the competency requirements for appointment to the position.
- D) If the training requirement exceeds the time anticipated in the work plan, the employee shall remain at the highest training rate, until such time as they meet the competency requirements for the position.
- E) If the employee meets the competency requirements for the position sooner than anticipated in the work plan, their salary shall be adjusted to the minimum of the range on the first of the next pay period.

14.2.1.4

Training Rates for Current Employees

- A) If fully qualified candidates are not available, the Employer may authorize the appointment of an in-service candidate as a "trainee".
- B)
 1. An in-service candidate, whose salary is below the range minimum, shall be appointed to training rates at 2% or 4% below the minimum regular range.

2. If appointment to the training rate yields less than the employee's current hourly rate, the employee will maintain their current rate until deemed qualified for the position.
 3. Once qualified, the applicable provision of either 14.2.1.4 C) 2. or 14.2.1.4 C) 3. will apply.
- C)
1. An in-service candidate whose salary is above the minimum of the regular range appointed as a "trainee" shall maintain their current hourly rate until deemed qualified for the position (subject to the range maximum of the position).
 2. If this appointment is a promotion, upon meeting the qualification requirements for the position, the employee shall receive a salary increase of 8% applied to the hourly rate, subject to the maximum of the range on the first of the next pay period.
 3. If this appointment is a transfer or demotion, upon meeting the qualification requirements for the position, the employee shall be eligible to progress through the regular range, in accordance with provisions on increments.
- D) Time spent as a trainee will not count towards an increment in the regular range.

14.2.2

Term Employees

- A) Upon original appointment, the minimum rate of pay for the classification level shall normally be paid to a Term employee. Notwithstanding this general intent, the Employer may approve appointment at a salary above the minimum rate when the selected candidate cannot be employed at the minimum or where, in the opinion of the Employer, their qualifications warrant such consideration.
- B) Upon subsequent appointment to another term position, different occupation and classification level, a Term employee who has acquired service for competition purposes, shall maintain their earned salary rate subject to the minimum and maximums of the new salary range.

14.2.3

Employees in Multiple Positions

- A) Subject to B below, Permanent employees shall on subsequent appointment, have the appropriate salary administration rules applied based on the highest level in which they have completed the equivalent of a subsequent probationary period.

- B) Where an employee is appointed to a subsequent or additional position at the same level as a current position, application of salary administration rules shall be based on the current position at the same level.

14.3

Increments

14.3.1

Entitlement and Withholding for Probationary and Permanent Full-Time Employees

- A) A probationary or Permanent Full-Time employee shall be entitled annually, to an increment of four percent (4%) within their range. Trainees shall be entitled annually to an increment of four percent (4%). The Employer may withhold the increment for performance reasons and shall notify the employee in writing of the decision to withhold the increment prior to the increment date. A copy of the notification shall be sent to the Union. If the employee is not notified prior to the increment date, they shall receive their increment.
- B) An employee may grieve the withholding of their increment and the onus is on the Employer to justify the withholding of the increment.
- C) The effective date for payment of an increment shall be the first day of the pay period which commences on or after the increment date.

14.3.2

Increments for Permanent Part-Time and Term Employees

- A) Provided that periods of employment are not interrupted by resignation, dismissal, or an interval of non-employment of greater than one hundred and eighty (180) calendar days, an employee shall be entitled annually, to an increment of four percent (4%) within their pay range of their classification level. Trainees shall be entitled annually to an increment of four percent (4%).
- B) An employee must work the equivalent of two hundred (200) days in a classification level to earn an annual increment, or the equivalent of one hundred (100) days in a classification level to earn a semi-annual increment, unless the Employer withholds the increment for performance reasons. The Employer shall notify the employee in writing of the decision to withhold the increment prior to the increment date. A copy of the notification shall be sent to the Union. If the employee is not notified prior to the increment date, they shall receive their increment. An employee may grieve the withholding of their increment and the onus is on the Employer to justify the withholding of the increment.

- C) Where an employee has not worked the required one hundred (100), or two hundred (200) days prior to their increment date, it shall be adjusted to the first day of the pay period following the completion of the required days worked.
- D) The effective date for payment of an increment shall be the first day of the pay period which commences on or after the increment date.
- E) A Term employee accepting a subsequent Term appointment at a salary rate greater than ten percent (10%) of their previous rate, or, when the employee was at the maximum of their range, a new increment date shall be established.
- F) When a Term employee moves from one classification level to another in a subsequent Term appointment, and their salary is not increased by more than ten percent (10%), the increment date shall not be changed.

14.3.3 **Establishing Increment Dates**

- A) Annual increment dates shall be established for employees based on date of employment.

14.3.4 **Following Leaves of Absence Without Pay and Permanent Lay-off**

- A) When an employee returns after ninety (90) consecutive calendar days or less from a leave of absence without pay, or permanent lay-off, there shall be no change in their increment date. When an employee returns from a leave of absence without pay, or permanent lay-off, after ninety (90) consecutive calendar days, they will be eligible to receive an increment after twelve (12) months of actual service, less the time earned toward an increment before the leave of absence without pay, or lay-off, was taken subject to establishment of increment date provisions above.
- B) The date upon which they become entitled to the increment shall be their new increment date. When the leave is under the Employer sponsored educational program or for illness covered by *The Workers' Compensation Act*, there shall be no change in the increment date regardless of the length of the leave of absence.

14.3.5 **Movement Within the Agreement**

- A) An employee moving to another appointment within the same classification level shall have time earned in that level count towards their next increment.

14.4 **Assignment of a New Pay Range**

14.4.1 **When Positions Are Reclassified**

14.4.1.1 **Upward Reclassification**

- A) If a position is reclassified upward resulting in a promotion for the incumbent, they shall be paid in accordance with the Salary Adjustment on Promotion provisions.
- B) If, as a result of a review initiated by the Employer, a position is reclassified upward during the incumbent's initial probationary period, the employee's rate of pay shall be maintained subject to the new range minimum. For purposes of establishing an increment date only, the provisions of Salary Adjustment on Promotion shall apply.
- C) If as a result of a successful challenge to the reclassification a Permanent employee assumes a position in their former occupation, they will revert to the rate they were being paid prior to the reclassification subject to any increments they would have received had they remained in that occupation.

14.4.1.2 **Downward Reclassification**

- A) If a position is reclassified downward, the incumbent, if permanent in the position:
 - 1. and whose salary rate exceeds the maximum of the lower salary range, shall retain the salary range in effect prior to the downward reclassification of their position. The employee shall not be entitled to any economic adjustment until such time as the maximum salary range for the lower classification level overtakes the maximum salary range retained under this subsection;
 - 2. where their salary rate is equal to or less than the maximum of the lower salary range, they shall be placed in the lower salary range and be entitled to increments and economic adjustments;
 - 3. if Permanent Full-Time or Permanent Part-Time, shall have their name placed on the respective service-wide re-employment list.

- B) While an employee is on the re-employment list as a result of a downward reclassification, they shall earn increments in the higher salary range they retained.
- C) If a position is reclassified downward and the employee is on initial probation or subsequent probation, the rate of pay shall be determined on the basis of the principle set out in Salary Adjustment on Demotion.
- D) If, within two (2) years subsequent to the downward reclassification, an employee who retained their higher salary range, promotes into an occupation at the same or a lower classification level than their former occupation, they shall be entitled to return to their former rate in the higher range subject to any increments that they would have received had they remained in the higher position.

14.4.2 **Salary Adjustment on Promotion**

14.4.2.1 **Promotion Formula**

- A) On promotion an employee shall receive a salary increase of eight percent (8%) applied to the hourly rate, subject to the minimum and maximum of the higher range.
- B) If the increase amounts to ten percent (10%) or less, the employee's increment date shall not be changed. If the increase amounts to more than ten percent (10%), or when an employee promotes from the maximum rate of their previous range, a new increment date shall be established. Employees will earn increments in accordance with the increment provisions.

14.4.2.2 **Increment Date and Salary Adjustment on Same Date**

- A) 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 their increment or adjustment before the promotion formula is applied.

14.4.2.3 **Permanent Employee to Receive Greater Rate Provided**

- A) On promotion into a training range or an established range a Permanent employee shall be entitled to the greater of the rate provided by the promotion formula or the rate that their qualifications would yield as an out-of-service applicant.

14.4.3 **Salary Adjustment on Demotion**

14.4.3.1 **Voluntary/Involuntary Demotion Permanent Employee**

- A) When a Permanent employee voluntarily or involuntarily demotes from a position in which they hold permanent status, their increment date shall not be changed. Their rate of pay shall be adjusted as follows:
1. whenever their hourly rate prior to demotion is above the maximum established for the classification level into which they are taking demotion it shall be reduced to the maximum;
 2. whenever their hourly rate prior to demotion is within the range established for the classification level into which they are taking a demotion, it shall remain the same.

14.4.3.2 **Voluntary Demotion Employee on Initial Probation**

- A) When an employee on initial probation voluntarily takes a demotion, their appointment shall be terminated and they shall commence a new appointment in the lower classification level.

14.4.3.3 **Voluntary Demotion Permanent Employee on Subsequent Probation**

- A) When a Permanent employee voluntarily demotes from a position in which they hold probationary status, they shall revert to the rate at which they were being paid in the salary range of their former (permanent) classification level subject to any increments they would have received had they remained in that level. This hourly rate shall be the basis for determining the hourly rate at which they shall be paid in the classification level into which they are taking demotion.

14.4.3.4 **Promotion of Demoted Employee Who Retained Hourly Rate**

- A) An employee who retained their hourly rate on demotion and who promotes within two (2) years thereafter shall again retain their hourly rate and increment date. They shall be entitled to the benefit of the promotion formula when the promotion is to a position with a higher maximum range of pay than the position they were demoted from in the first instance.

14.4.3.5 **Promotion of Demoted Employee Who Did Not Retain Hourly Rate**

- A) An employee who does not retain their hourly rate on demotion and who subsequently promotes to a position at their former level shall be entitled to the promotion formula provided that the new

hourly rate shall not exceed the hourly rate to which they would have progressed had they not demoted.

14.4.4 Salary on Transfer

- A) When an employee is transferred, their hourly rate of pay and their increment date shall not be changed.

14.4.5 Salary on Re-employment From Re-employment Lists

14.4.5.1 Effect of Negotiated Wage Increases

- A) When determining an employee's salary on re-employment the employee's hourly rate on the date of placement on the re-employment list shall be adjusted by any negotiated increase applied after the date of placement on the re-employment list.

14.4.5.2 Re-employed in the Same Classification Level

- A) When an employee is appointed from the re-employment list to a position in the same classification level to that which they held prior to placement on the re-employment list, they shall be paid at the same rate in the range as that which they had achieved at the time of placement on the list.

14.4.5.3 Re-employed in a Lower Classification Level

- A) When an employee is appointed to a position having a lower maximum hourly rate than the maximum hourly rate of their position held prior to placement on the re-employment list, 14.4.3.1 shall apply.

14.4.5.4 Re-employed as a Result of a Competition

- A) When as a result of a competition, an employee is appointed from the re-employment list to a position having a higher salary range than the position which they held prior to placement on the list, they shall have their salary adjusted as on promotion.

14.4.5.5 Across Union Lines and Out-of-Scope

- A) When permanent employees move from out-of-scope positions to positions covered by this agreement, their starting salaries and increment date shall be determined in accordance with the appropriate provisions (i.e. promotion, demotion, transfer).

ARTICLE 15 ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS

General Provision

A) Headquarters

Employees will have a building and community identified within their personnel files as their headquarters for the purposes of applying this article. This employee will be informed of their headquarters in writing.

15.1 Accommodation and Meals

15.1.1 On Employer Business

- A) When accommodation and/or meals are not provided, employees shall be allowed expenses on the following basis when away from **the community in which their headquarters is located** on authorized employer business. Flin Flon and Lloydminster shall be regarded as within the Province for the purposes of this Section.

15.1.2 Accommodation

- A) Hotel – actual and reasonable charges supported by a receipt.
- B) An amount of **fifty (50)** dollars per night (no receipt necessary) will be paid for accommodation in private residences or in private trailers. Amounts in excess of **fifty dollars (50.00)** will be approved if no other accommodation is available and a receipt is provided.

15.1.3 Meals

- A) An employee will be allowed expenses as per the Public Service Commission's meal rates. The Public Service Commission meal rates and amendments will be posted on the Employers Intranet as they are made available to the Employer.
- B) The rates include PST/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 Fond-du-Lac, Stony Rapids, Black Lake, Wollaston Lake and Uranium City, actual and reasonable charges for meals, supported by receipt, will be approved.

Where a receipt is not provided, reimbursement will be at regular in-province rates.

15.1.4 **Travel on Employer Business Outside Canada**

- A) Employees on Employer business outside of Canada will be covered by Federal Government meal allowances. Copies of the rates can be obtained from the Employer.

15.1.5 **Temporarily Away from Headquarters Community More Than Thirty (30) Days**

- A) When it is known in advance that an employee will be temporarily stationed away from their headquarters **community** for a period in excess of thirty (30) calendar days, they shall be paid as follows:
 - 1. the regular allowances for the first seven days;
 - 2. for the balance at a monthly rate to be negotiated between the parties.

15.1.6 **Meal Allowance Claims**

- A) A meal allowance will not be paid for:
 - 1. breakfast, if departure is later than 7:30 a.m., or the return is earlier than 8:30 a.m.; or
 - 2. dinner, if departure is later than 11:30 a.m., or the return is earlier than 12:30 p.m.; or
 - 3. supper, if departure is later than 5:30 p.m., or the return is earlier than 6:30 p.m.
- B) **When the employee is on authorized Employer business within their headquarters community, they must have the approval of their supervisor in order to be eligible for any meal allowance.**
- C) Notwithstanding the above, an employee away from headquarters after 5:30 p.m. and having worked six (6) hours after 5:30 p.m. will be eligible for a dinner. No allowance will be paid to employees on overtime, nor shall more than three (3) meals be claimed for in one (1) day.
- D) For employees on a modified hours of work arrangement, no claim for a meal allowance may be made for:

1. breakfast, if departure is within one (1) hour prior to the scheduled starting time or the return is prior to the scheduled starting time;
 2. dinner, if departure is within one-half ($\frac{1}{2}$) hour prior to the scheduled dinner time or the return is within one-half ($\frac{1}{2}$) hour after the scheduled dinner time;
 3. supper, if departure is after the scheduled quitting time or the return is within one (1) hour after the scheduled quitting time.
- E) When traveling to or from a different time zone, the time zone the employee is leaving will determine eligibility for meal allowances.

15.2

Expenses While on Employer Business Away from Headquarters

- A) The following is a guide to employees and supervisors with respect to charges incurred while traveling on Employer business:
- Standard charges:
1. Laundry – charges are allowable for employees, who are absent from headquarters **community** for a period in excess of seven (7) consecutive calendar days. Receipts are required.
 2. Valet services – not allowable.
 3. Dry Cleaning – allowable only when incurred under exceptional circumstances away from headquarters **community**. The need for dry cleaning must be identified on the expense form and receipts are required.
 4. Parking – employees working away from their headquarters building, may recover parking charges as follows:
 - i) if available within a reasonable walking distance from work, employees are expected to use off-street parking and may recover costs as supported by receipt;
 - ii) if off-street parking is not available, costs of metered parking may be charged to a maximum of four dollars (\$4.00) per day without receipts.
 5. Telephone – whenever possible, employees should call collect and charge the call to the Employer. If not

possible, charges for business calls are allowable, supported by receipt (if available), name of party called and reason for call.

6. Taxis – charges are allowable for taxi fare from an employee's home to train station, bus depot or airport, and return, and for fares incurred on Employer business away from headquarters. Receipts are required.
7. Other expenses – occasionally, employees will incur exceptional expenses in connection with the conduct of Employer business. Such expenses may be allowable if detailed on the expense form, supported by receipts, and authorized by the Employer.

15.3

Use of Private Vehicles on Employer Business

15.3.1

- A) An employee authorized to use a private vehicle for Employer business will be allowed expenses as per the Public Service Commission rates when travelling on Employer business. The Public Service Commission rates and amendments will be posted on the Employers intranet as they are made available to the Employer. Truck rates will only be paid with Employer approval and for the purposes of business operations. Approval will be in writing; verbal approval may be given provided it is followed up in writing on the next business day.

15.3.2

Incidental Usage

- A) Employees who are authorized on an incidental basis to use a private vehicle shall be paid an allowance as follows:
 1. Car – subject to a minimum allowance of five dollars (\$5.00) per day, one dollar and fifty cents (\$1.50) per hour to a maximum of six dollars (\$6.00) per day or kilometre rate, whichever is greater.
 2. Truck subject to a minimum allowance of five dollars (\$5.00) per day, two dollars (\$2.00) per hour to a maximum of seven dollars (\$7.00) per day, or kilometer rate, whichever is greater. Truck rates will only be paid with Employer approval and for the purposes of business operations. Approval will be in writing, verbal approval may be given provided it is followed up in writing on the next business day.

15.3.3

Travel From Residence

- A) **Except where a provision specifies otherwise, employees are not eligible for mileage expenses as per article 15.3.1 A)**

or allowance as per 15.3.2 A) when using their personal vehicle to travel between their residence and their headquarters.

- B) Where an employee is required to report from their residence to and from a location other than their headquarters, they will be eligible for mileage expenses for the distance from headquarters to the location or residence to the location, whichever is less.

15.4

Northern District Allowance

- A) Employees stationed in the Northern Administrative District shall be paid Northern District Allowance bi-weekly, over and above their basic rate of pay, in accordance with Public Service Commission rates. The Public Service Commission rates and amendments will be posted on the Employers Intranet as they are made available to the Employer.
- B) Northern District Allowance will be prorated for employees working less than full-time.

15.5

Reimbursement for Relocation Expenses

- A) A Permanent Full-Time employee whose headquarters **community** is changed as a result of a promotion, voluntary/involuntary transfer or demotion, which is in the interest of the Employer concerned, shall be reimbursed for relocation expenses in accordance with the Employer's policy. It is agreed that the policy shall not be amended during the term of the agreement without the concurrence of the Union.
- B) When management approves relocation expenses for Permanent Part-Time employees, expenses shall be prorated based on time worked.
- C) Relocation expenses would include but not be limited to the following:
1. search for accommodation at new work location
 2. moving of primary household effects
 3. in-transit insurance
 4. transportation of personal motor vehicle
 5. travel to new work location
 6. storage costs of household effects

7. temporary accommodation at new work location
8. maintenance of original domicile
9. residential property expenses
10. incidental expenses

15.6

Payment of Professional Fees

- A) The Employer agrees to pay the professional fees that are due as per the 2020 schedules of all employees who are required either by statute or by an agency to be a member of a professional association. Permanent Part-Time employees working 40% or greater will be eligible for full reimbursement of such fees provided the employee has not been reimbursed and is not eligible to be reimbursed from another employer. For Permanent Part-Time employees working less than 40%, reimbursement shall be prorated based on time worked provided the employee has not been reimbursed and is not eligible to be reimbursed from another employer. For partial years, reimbursement shall be prorated on the basis of time worked provided however that no payment will be made for partial years when the amount yielded is less than twenty-five dollars (\$25).

15.7

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 a part of basic wage rates or be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid.
 - 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 arrangement.
- 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 p.m. Friday and 7 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.

15.8

Payments Due on Separation or Death

- A) Payments under this agreement due to an employee on separation shall be made within a period of two weeks excepting, however, in those instances where it is necessary to withhold payments pending an accounting and settlement of any monies due the Employer on account of any advances repayable, inventory unaccounted for or any other valid claim against an employee. In the event of death of any employee, any amounts due shall be paid to the estate.

15.9

Severance Pay

15.9.1

Job Abolished – Elects to Resign or Retire

- 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 of 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 for the purpose of this provision shall include continuous service in positions both within and outside the scope of this agreement and employees formally transferred in by the parties. It shall not include time spent on the re-employment list but shall include time spent on seasonal lay-off.
- 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.

15.9.2

On Re-employment List Due to Lay-Off Not Re-employed

- A) An employee whose name is placed on a re-employment list due to lay-off and who is not re-employed prior to the expiry of the three (3) year limit shall be entitled to severance pay.

15.9.3 **On Indefinite Leave Due to Lay-Off Not Re-employed**

- A) An employee who chooses to go on indefinite leave as a result of lay-off, and subsequently resigns while on leave, shall be entitled to severance pay.

15.10 **Benefit Plans**

15.10.1 **Group Life Insurance**

- A) The Employer is a participating Employer in the Group Life Insurance Plan on behalf of all eligible employees as determined by the terms of the Plan. The Employer agrees that its share in the costs of the plan inclusive of any Employment Insurance rebate that would otherwise be payable to the employee, will be the first twenty-five thousand dollars (\$25,000.00) of insurance for each covered employee. This amount will satisfy the full rebate amount due to employees from Employment Insurance

15.10.2 **Pension Contributions**

- A) It shall be mandatory that all employees become members and contribute to the Public Employees Pension Plan **except where D) applies.**
- B) For all employees, contributory earnings for pension purposes shall be based on gross regular salary plus supplementary earnings except overtime, professional fees, severance pay, career assistance and group life taxable benefit.
- C) The employee and Employer contributions shall be 8.6 % of gross regular salary for employees in the Public Employees Pension Plan. For employees in the Public Service Superannuation Plan the employee and Employer contributions in the Public Employees Pension Plan shall be 3.6%.

Effective October 6, 2024, the employee and Employer contributions shall be 9% of gross regular salary for employees in the Public Employees Pension Plan. For employees in the Public Service Superannuation Plan the employee and Employer contributions in the Public Employees Pension Plan shall be 3.6%.

- D) **The Parties recognize that employees formally transitioned from the Saskatchewan Health Authority on September 25, 2022 to eHealth that were members of either SHEPP or the Regina Civic Employee's Superannuation Plan continue to remain in a closed group at eHealth subject to plan rules. The contribution rates of the Employer and the employee shall be governed by the plan they are a member of.**

15.10.3

Core Dental

- A) The Employer will provide a Core Dental Plan, the benefits of which shall be consistent with those contained in the 3S Providers Core Dental Plan.

15.10.4

Extended Health and Enhanced Dental Plans

- A) The Enhanced Dental Benefits Plan and the extended Health Plan shall be funded by eHealth at an annual rate of 3.1% of straight time annual in-scope payroll.

15.11

Maternity/Legal Adoption/Parental Leave Supplement to Employment Insurance Benefit

- A) 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 one-week waiting period.
- 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 one-week waiting period.
- C) In the event the Government of Canada changes the duration employees can receive Employment Insurance (EI) payments (i.e. from one year to eighteen months) while on Maternity/Legal Adoption/Parental leave, the Employer will not incur any additional cost to the current practice of paying top-up.
- D) If the employee applying for benefits has a partner who is employed by the Employer and who will be applying for benefits under the Maternity/Legal Adoption/Parental Leave Supplement to Employment Insurance Benefit Program (ie. combined benefits):
 - 1. Each partner must advise the Employer, in writing, with respect to the portion of the seventeen weeks for which each will be requesting a payment; and
 - 2. The total SUB benefit available to both partners is seventeen weeks.
- E) Employees receiving benefits under this article will be required to sign a promissory note for a return service commitment for the same number of weeks that top-up is received.

ARTICLE 16 VACATION

- A) A Permanent employee shall be entitled to and is required to take, vacation leave with pay subject to approval of the Employer and subject to the following provisions:

16.1 Service for Vacation

- A) Years of service to determine vacation entitlement shall include the following:
1. service with eHealth, Government of Saskatchewan, any Board, Commission or Crown Corporation of the Government, Saskatchewan Health Authority and Affiliates, Saskatchewan Association of Health Care Organizations (SAHO), Boards of Education in Saskatchewan, Saskatchewan School Board Association, Saskatchewan Universities, all SGEU Bargaining Units, and service as a paid staff member of the SGEU,
 - i) the onus shall be on the employee to inform the Employer of any previous service under this article;
 2. after completing ten years' service with the Employer, pensionable employment and/or war service credited under The Public Service Superannuation Act will be counted for vacation service
 3. Permanent Part-Time employees shall earn service for the purpose of determining vacation entitlement on the same basis as Permanent Full-Time employees;
 4. time spent on definite leave.

16.2 Vacation Entitlement

16.2.1 Permanent Full-Time

- A) Permanent Full-Time employees shall be granted vacation based upon the years of service they will have completed in the fiscal year. Vacation entitlements shall be advanced to Permanent Full-Time employees at the beginning of each fiscal year.
- B) Vacation entitlement shall be as follows:
- | | | |
|------------------------|---|--|
| Up to 7 years' service | = | 15 days per year prorated
for partial years |
| 8 - 14 years' service | = | 20 days per year prorated
or partial years |

15 - 21 years' service	=	25 days per year prorated for partial years
22+ years' service	=	30 days per year prorated for partial years

16.2.2 **Permanent Part-Time**

- A) Upon request, Permanent Part-Time employees shall be allowed to draw upon their vacation entitlement for the fiscal year in advance. The maximum advance will generally be based upon the percentage of hours worked in the previous fiscal year.
- B) Employees shall have their vacation entitlement calculated as per 16.2.1 B) and prorated based on time worked.

16.2.3 **Term**

- A) Term employees shall have their vacation entitlement calculated in accordance with Article 16.2.1 B) and shall receive vacation pay in accordance with the following table:

Vacation Entitlement	Vacation Pay
Fifteen (15) days	6% of total earnings
Twenty (20) days	8% of total earnings
Twenty-five (25) days	10% of total earnings
Thirty (30) days	12% of total earnings

NOTE: For the purposes of this Article, "total earnings" include the vacation payment. For administrative purposes, to facilitate the payment of vacation pay, the percentages will be as follows:

- 6.36% - fifteen (15) days
- 8.64% - twenty (20) days
- 11.00% - twenty-five (25) days
- 13.44% - thirty (30) days

16.3 **Vacation Pay On Supplementary Earnings**

- A) All employees shall earn vacation pay on supplementary earnings in accordance with Article 16.2.3.

16.4 **Special Northern Leave**

- A) Employees who complete one year of service and are entitled to NDA benefits shall be entitled to an extra week's vacation (Special Northern Leave) in addition to their regular vacation entitlement. The extra week's vacation will have been earned at the end of each fiscal year and will be prorated based on the percentage of hours worked.

- B) The extra leave must be taken in the year following that in which it was earned. Notwithstanding, the accumulated leave credit may be carried over to the next year entirely at the discretion of the **Employer**.
- C) Where an employee has completed one (1) year in a designated area and is superannuated, resigns or is dismissed within one (1) year following completion of the said year and has not taken the earned vacation leave, he shall be paid in lieu. In the event of death, payment shall be made to the estate.
- D) The leave benefit will be prorated when an employee moves to a non-benefit area as a result of involuntary transfer, promotion or Employer sponsored educational leave, at which time the benefit shall be payable.

16.5

Other Vacation Provisions

- A) Every effort will be made to permit the taking of vacation leave between May 1 and October 31 in each year. Vacation leave shall be rotated to ensure equality regardless of seniority, unless mutually agreed to by the parties.
- B) An employee, who leaves the service during the fiscal year, shall be paid for unused earned vacation leave at the rate of pay applicable to such employee on their termination date.
- C) A Permanent Full-Time employee shall be entitled, once a year, to salary in advance for their vacation.
- D) A Permanent Part-Time employee shall be entitled, once a year, to request an advance of up to an amount of earned but unused, vacation credits.
- E) Employees in C and D above shall request the advance in writing to their immediate supervisor not less than seventeen (17) working days before the commencement of their leave. Payment shall be made on the morning of the workday preceding the first day of their vacation leave.
- F) Employees leaving the service upon retirement at age sixty-five (65) or with thirty-five (35) years of service shall be entitled to pay in lieu of their full vacation entitlement for that year.
- G) Employees shall be entitled to carry over up to five (5) days vacation into the next fiscal year. In special circumstances, or certified illness, the Employer may approve the carryover of up to an additional five (5) days of vacation.

- H) Where the Employer finds it necessary to restrict vacation leave in whole or in part, the employee shall be entitled to receive pay in lieu or to take the leave at another time. If the employee had entered into financial commitments (e.g. deposit on travel arrangements) in connection with vacation leave, which had been approved and then, restricted, and is unable to cancel such commitment without charge, they shall be reimbursed to the extent of their financial loss. Such reimbursement shall be dependent upon submission of documentary evidence, satisfactory to the Employer, in respect of the disbursement and its non-recoverability or non-transferability.
- I) An employee leaving the service who has been granted more vacation leave than is due them shall have such overpayment deducted from any monies owing them by the Employer, calculated on the basis of salary in effect at the date of termination.
- If the reason for an employee's separation from the public service is the employee's death, no amount respecting vacation leave credits is to be deducted from any monies owing them by the Employer.
- J) When a designated holiday falls within an employee's vacation leave period, they shall not be charged vacation leave for that day.

ARTICLE 17 SICK LEAVE, PRESSING NECESSITY AND FAMILY/ PERSONAL LEAVE

17.1 Sick Leave

- A) 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.

17.2 Definition of Sickness

- A) 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:

1. 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.

2. 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.

17.3 **Sick Leave Eligibility**

17.3.1 **General**

17.3.1.1 **Coming From Boards, Commissions or Crown Corporations**

- A) Employees coming from Public Service, Boards, Commissions or Crown Corporations of the Government of Saskatchewan shall be allowed to transfer their accumulated sick leave credits upon providing proof of their entitlement.

17.3.1.2 **Drawing on Future Sick Leave Credits**

- A) The Employer may allow an employee to draw on their future sick leave credits to a maximum of thirty (30) days. If the employee terminates employment or retires, any overdrawn amount owing will be recovered.

If the reason for an employee's separation is the employee's death, no amount respecting sick leave credits is to be deducted from any monies owing them by the Employer.

17.3.1.3 **Reimbursement of Overdrawn Sick Leave Credits**

- A) Where an employee is overdrawn on sick leave, up to one-half (½) of the current year's entitlement shall be applied against the overdrawn amount and any sick leave credits available at the end of the fiscal year shall be applied to the overdrawn balance.

17.3.1.4 **Reinstatement of Sick Leave Credits**

- A) 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.

17.3.1.5 **Exceeding the Sick Leave Benefits**

- A) 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.

17.3.1.6 **Illness During Vacation Leave**

- A) An employee whose vacation leave is interrupted by illness or injury that requires hospitalization for a period of two (2) consecutive days or more shall, upon request, have such period of hospitalization charged against available sick leave credits. The employee will be required to provide medical evidence of such confinement.
- B) Notwithstanding the above, in exceptional instances an employee may request that sick leave be substituted for vacation leave when the employee is incapacitated due to illness or injury prior to or during vacation leave. The employee shall provide medical documentation to substantiate the request.

17.3.1.7 **Designated Holiday During Sick Leave**

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

17.3.2 **Permanent Full-Time**

17.3.2.1 **Under Three (3) Months of Service**

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

17.3.2.2 **Three (3) or More Months of Service**

- A) Probationary/Permanent Full-Time employees with three (3) or more months 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 (1¼) days for each month of service. Any unused sick days shall be accumulated from year to year.

17.3.2.3 **Partial Month**

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

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

17.3.3 **Permanent Part-Time and Term**

- A) Permanent Part-Time and Term employees shall earn and accumulate sick leave on the same basis as the partial month calculation for Permanent Full-Time employees.
- B) Notwithstanding the foregoing, employees shall accumulate no more than one hundred and twenty (120) hours of sick leave credits per fiscal year.
- C) Probationary Part-Time and Term employees with less than three (3) months services may be allowed advanced sick leave at the discretion of the Employer.

17.4 **Use of Sick Leave**

17.4.1 **Reporting Sickness**

- A) An employee who is sick shall inform their immediate supervisor before the hour they are to report for work. Where the employee requires a replacement worker, they shall notify their supervisor at least one (1) hour prior to their start time.
- B) An employee who fails to inform their supervisor of their intention not to report for work shall be considered absent without leave. Except where in the opinion of the Employer extenuating circumstances exist, a deduction in pay may be made equivalent to the pay the employee would have received.
- C) All employees shall be eligible for sick leave benefits if they indicate they are unfit for work due to sickness after they are called or scheduled to report for work, or anytime prior to the commencement of the shift, provided they have accumulated sick leave credits. This would not include shifts which would represent an overtime situation.

17.4.2 **Use At Lay-off or Recall**

- A) An employee who becomes ill prior to receiving notice of permanent lay-off and whose illness has not ended prior to the date of lay-off shall be able to use their sick leave accumulation up to a maximum of seventy-five (75) days from their date of illness, subject to medical verification. This provision shall also apply when the Employer gives the notice two (2) or more months prior to the date of lay-off.

- B) Employees shall accumulate seniority for time spent on sick leave after the date of lay-off.
- C) An employee who becomes ill after receiving notice of permanent lay-off and whose illness has not ended prior to the date of lay-off, shall be eligible to use their sick leave accumulation only to the date of lay-off.

17.4.3

Proof of Illness

- A) The Employer may require an employee to provide a physician's certificate and the Employer will be responsible to pay the cost. **This requirement would typically occur when there is an extended illness or where there is a repetitive illness; other circumstances may occur.**

17.5

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 in accordance with the Collective Agreement and Employer's policy on Pressing Necessity.
- 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 within the context of today's societal demands and pressures. These responsibilities include matters where the employee has an obligation or duty and where they may be held accountable or answerable in some manner if the obligation is not met. This leave does not apply to purely discretionary personal or family matters. The individual employee's judgment should be tempered with good faith reasoning and an understanding that if abused the ability to take time off with pay for important personal or family responsibilities may be denied.
- C) The usage of these paid leaves is restricted to a portion of the employee's accumulated sick leave balance due to Federal Government Employment Insurance Regulations. By complying with these regulations we significantly reduce the cost of Group Life Insurance Premiums to individual employees.
- D) 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.

- E) Pressing Necessity and Personal/Family Leave shall be administered as follows:
1. an employee who maintains a minimum of seventy-five (75) sick leave credits may be permitted by the Employer to use sick leave credits for pressing necessity, and to a maximum of five (5) days per fiscal year for personal/family responsibilities;
 2. an employee with less than seventy-five (75) sick leave credits may be granted up to three (3) days sick leave by their immediate supervisor to be used for pressing necessity or personal/family responsibilities, cumulative from year to year until a minimum of seventy-five (75) sick leave credits have been accumulated (and subject to using a maximum of five (5) days per fiscal year for personal/family responsibilities);
 3. an employee with less than seventy-five (75) sick leave credits who requires leave with pay in excess of permitted limits, may be granted an advance to a maximum of three (3) sick leave credits (subject to using a maximum of five (5) days per fiscal year for personal/family responsibilities). This advance shall be charged against the employee's sick leave credits in the following year;
 4. unless there are unusual circumstances, leave for personal/family responsibilities should be utilized one day at a time;
 5. 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;
 6. requests will be granted by the immediate supervisor to an extent considered to be fair and reasonable and in accordance with the Employer's policies and preamble above;
 7. 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;
 8. employees who are not eligible to access leave with pay for pressing necessity or personal/family responsibilities

from sick leave credits, may use time-in-lieu, vacation leave, banked EDOs or other leave provisions;

9. if paid leave is not available, leave of absence without pay may be granted by an employee's immediate supervisor for reasons of pressing necessity or personal/family responsibilities.

17.6

Independent Medical Examination

The Employer may require an employee to undergo an examination by a physician selected and paid for by the Employer once all other avenues have been exhausted. The Employer shall give notice to the Union and discuss their rationale prior to notifying the employee. The Employer will be sensitive to employee preferences. The employee shall receive any and all information as provided to the Employer. The resulting Independent Medical Evaluation (IME) information should be limited to what is reasonably necessary for the Employer to determine the current issue precipitating the IME. The Employer will pay any costs associated with the IME.

Where an employee refuses to undergo a required IME, next steps will be outlined in writing by the Employer.

17.7

Northern Employment Medical/Dental Leave

Employees that are required to travel for personal medical or dental attention shall be reimbursed mileage, to the nearest provider, in accordance with Article 15.3. If the destination is other than the nearest provider, proof of warranted medical for that destination must be provided. Employees may access sick leave for this purpose. Where sick leave has been exhausted, employees may access vacation leave or leave of absence without pay for this purpose. Documentation may be required to substantiate the expense.

ARTICLE 18 LEAVES OF ABSENCE

18.1 Mandatory Leave

18.1.1 Definite Leaves of Absence Without Pay

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

18.1.1.1 Maternity

- A) An employee who is currently employed and has been employed for at least thirteen (13) weeks in the fifty-two (52) weeks

immediately preceding the leave and who makes application at least one (1) month in advance of the estimated date of confinement and provides a medical certificate certifying 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:

1. an employee shall not be dismissed or laid off solely because they are pregnant or has applied for maternity leave;
2. 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;
3. 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
4. employees may be entitled to sick leave provisions in accordance with Article 17
5. employees may be entitled to Maternity Leave top-up provisions in accordance with Article 15.11.

18.1.1.2 **Parental Leave or Legal Adoption**

- A) An employee who is currently employed and has been employed for at least thirteen (13) weeks in the fifty-two (52) weeks immediately preceding the leave and who makes application at least one (1) month in advance of the requested commencement date shall be granted leave up to twenty four (24) months. The leave may be granted not more than six (6) weeks preceding the estimated date of birth or legal adoption and end not later than twenty four (24) calendar months after the actual date of birth or legal adoption.

18.1.1.3 **Prolonged Illness**

- A) An employee suffering prolonged illness shall, on application, be granted definite leave of absence as follows when all sick leave credits have been expended:

Subject to Article 23:

- i) Employees suffering from prolonged illness shall, upon request, be placed on a leave of absence.

- ii) The Employer shall not permanently fill the employee's position for a period of twenty-four (24) calendar months while the employee is on leave of absence for prolonged illness. The employee shall be entitled to return to their home position. 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. At the completion of the twenty-four (24) calendar month definite leave, the employee shall be placed on an indefinite leave of absence. In circumstances where medical information supports a return to the employee's position in the immediate future the parties may agree to extend the definite leave of absence beyond twenty-four (24) months.
- iii) Subject to written authorization from the employee, the Employer shall make available, where reasonable, information it may have which would facilitate the application of an employee who is ill, injured, or disabled, for any benefit or payment to which the employee is lawfully entitled.
- iv) The Joint Rehabilitation Committee shall be responsible for developing and updating the Rehabilitation Placement Process for employees as outlined in Article 24.3.

18.1.2 **Definite Leaves of Absence With Pay**

Definite leaves of absence with pay shall be granted for:

18.1.2.1 **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:
 - 1. employee is on authorized Union Leave;
 - 2. the employee requests leave for Union business in writing. Verbal notice is acceptable in unusual circumstances;

3. leave shall not unreasonably interfere with the operation of the Employer nor shall it be unreasonably withheld;
4. the Union agrees to provide the Employer forty-eight (48) hours notice of request for Union leave, except in unusual circumstances; and
5. 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.

18.1.2.2

The following provisions shall apply to definite leaves of absence with pay granted for union business:

1.
 - A) The Employer will continue to provide the regular earnings and make all normal deductions during such leave.
 - B) Employees shall continue to accumulate and be entitled to access all benefits and seniority rights.
 - C) For the purpose of determining overtime entitlement for employees working on an averaging period basis, approved leave of absence with pay for union business shall be credited as averaging period hours subject to the following:
 - i) For Field Employees - to a daily maximum of eight (8) hours reduced by any hours actually worked on that day.
 - ii) For other employees - to a maximum of the normal daily hours of work reduced by any hours actually worked on that day.

2. Union to Reimburse the Employer:

The Union will reimburse the Employer for the full cost of Union Leave as follows:

- A) For the first thirty (30) consecutive calendar days or less:
 - i) Designated Holidays (where the employee is on Union business on both the working day preceding and following the designated holiday).
- B) For the next sixty (60) consecutive calendar days or less:
 - i) Designated Holidays (where the employee is on Union business on both the working day preceding and following the designated holiday);

- ii) Employment Insurance;
- iii) Canada Pension Plan;
- iv) Vacation Leave; and
- v) Superannuation.

C) For leave in excess of ninety (90) consecutive calendar days:

- i) Designated Holidays (where the employee is on Union business on both the working day preceding and following the designated holiday);
- ii) Employment Insurance;
- iii) Canada Pension Plan;
- iv) Vacation Leave;
- v) Superannuation; and
- vi) Sick Leave Accumulation

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

An employee who holds a full-time elected SGEU position may be granted definite or indefinite leave without pay. During such leave, application of benefits shall be in accordance with Article 18.4, excepting that seniority shall be granted for the full period of the leave.

18.1.2.3

Leave to Act as a Union Representative on Staffing Panel

- A) Employees shall be allowed leave with pay, subject to reimbursement by the Union, while acting as a Union representative on Staffing Panels during normal working hours.

18.1.2.4

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.

18.1.2.5 Interpersonal Violence Leave

The parties recognize that employees sometimes face situations of interpersonal violence in their personal life. Upon notification to the Employer, employees shall be entitled to a paid leave for a maximum of five (5) days and an unpaid leave for a maximum of a further five (5) days for interpersonal violence leave as provided for in *The Saskatchewan Employment Act* (SEA), Section 2-56.1. Employees will ensure the Employer is notified as soon as possible as to the expected duration of the leave. Upon written notification to the Employer, an employee may access Banked Time, Pressing Necessity and Personal/Family Responsibility Leave or Vacation Leave to maintain income while on the unpaid portion of the leave.

18.2 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:

1. beneficial to the employee and the organization;
2. used responsibly and in the public interest;
3. 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.

18.2.1 **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.

18.2.2 **Employee Accompanying Spouse**

- A) A Permanent employee accompanying their spouse who has been relocated, may request one of the following:

1. definite leave of absence without pay up to a maximum of twelve (12) months; or
 2. 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.

18.2.3

Involuntary Transfer - Transfer Not Accepted

- A) If a Permanent employee is being involuntarily transferred and they do not accept the transfer, a leave of absence without pay may be granted for a period of up to one (1) year.
- B) During the period of leave, the employee shall only have rights to apply for positions. If the employee has not been successful in obtaining alternate employment by the end of the leave, they will be deemed to have resigned. If the leave is granted, the Employer may permanently staff the position.

18.2.4

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.

18.3

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:
1. have their name placed on the Re-employment List for up to three (3) years for positions at the same classification as the home position prior to the reclassification; or
 2. to return to the reclassified position provided they meet the minimum qualifications.

18.4

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, or lay-off (except for the period of seasonal lay-off during the approved leave), employees shall be entitled to earn benefits as follows:
1. For the first thirty (30) consecutive calendar days or less:
 - i) all benefits except any designated holidays which fall in the period of leave.
 2. For the period of leave from thirty-one (31) to ninety (90) consecutive calendar days or less:
 - i) sick leave; and
 - ii) calculation of increment entitlements only.
 3. For the period of leave after ninety (90) consecutive calendar days:
 - i) increments in accordance with the increments provisions following leaves of absences without pay and lay-off;
 4. Seniority while on leave of absence without pay or lay-off shall be earned in accordance with Article 8.1.
 5. When leave of absence is for the purpose of accepting other employment with the Employer, the Employer may waive this clause and grant benefits of this agreement as is deemed appropriate under the circumstances; and
 6. 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.

ARTICLE 19 EMPLOYMENT SECURITY

19.1

The parties agree to enhance the employment security of the members of the bargaining unit and to work jointly to seek efficiencies and cost savings in order to avoid job abolition.

- 19.2 In the face of possible job loss as a result of budgetary downsizing, transfer of services (devolution), reorganization, or contracting out, the parties agree to take the following measures as alternatives to job loss:
1. Union/Management Committee (UMC) to identify possible alternative cost savings to avoid job abolition;
 2. examine feasibility of retraining affected employees for available jobs;
 3. allow greater flexibility in redeployment provisions (the process of using transfer and demotion in finding an alternate placement within the Employer) prior to job loss;
 4. seek alternate employment opportunities in the broader public service.
- 19.3 The Employer agrees to operationalize any required downsizing through the targeted restricted early retirement program, in place at that time, as a first priority.
- 19.4 If the foregoing does not prevent job loss, the following shall apply to Permanent Full-Time employees:
- A) On Budgetary Downsizing
1. Downsizing through the targeted restricted early retirement program in place at that time. If the downsizing objective cannot be reached through early retirement, the parties will meet to seek satisfactory resolutions to meet the required goals.
 2. Canvass employees to determine those who wish to access leave of absences or voluntary resignation with access to Career Assistance Options.
 3. Bumping.
 4. Access Career Assistance Options.
- B) On Transfer of Services (Devolution)
1. All possible options will be explored by the Employer to maintain employment within the bargaining unit for those employees that request it upon notification of a transfer of services.
 2. If transferred, the employee will have their name placed on a re-employment list for three (3) years.
 3. Employees' collective agreement transferred with employees in accordance with Part VI Division 4 of *The Saskatchewan Employment Act*.
 4. Where the change to the job on transfer is tantamount to job abolition, employees may choose to access leaves of

absence, voluntary resignation and access Career Assistance Options rather than accept employment with the new Employer.

C) On Contracting Out

1. Where job loss occurs as a result of employer initiatives, the parties may explore retraining or redeployment opportunities including within the public service as an alternative.

D) Reorganization

1. Any downsizing as a result of reorganization will occur through the targeted restricted early retirement program, in place at that time, as a first priority.
2. Affected employees will be retrained to meet new organizational needs, if at all possible.
3. Canvass employees wishing to access leaves of absence, or voluntary resignation and access Career Assistance Options.
4. Bumping.
5. Access Career Assistance Options.

19.5

Career Assistance Options

A) Permanent Full-Time employees whose jobs are abolished and who access the re-employment list or, who resign and accept severance, may access the Career Assistance Options. The maximum value of Career Assistance shall be five-thousand dollars (\$5,000) calculated on the basis of one-thousand dollars (\$1,000) for every two (2) years of service, prorated for partial years.

1. Employees may elect one or more of the following assistance options to a maximum value of five-thousand dollars (\$5,000). Employees on the re-employment list may elect one (1) or more of options (i) through (iii).

i) Career Counseling and Job Placement

Career counseling and job placement to a maximum of five-thousand dollars (\$5,000) will be provided by any one of a number of companies and can be accessed for one (1) year from the date the employee's position is abolished.

Career counseling and job placement services include assessment, resume writing, interview coaching, job search techniques, office support and expenses associated with attending interviews.

Employees must notify the Employer of their intention to access career counseling and job placement services and indicate the type of service desired.

The Employer will liaise with the selected company to refer the employee, and establish a defined credit account for the employee.

The selected company will invoice the Employer for all out-placement services provided.

ii) Retraining Assistance

Retraining assistance to a maximum of five-thousand dollars (\$5,000) will be provided in the form of payment of tuition fees at any Saskatchewan educational institute. Approval to attend an out of province program may be provided by the Employer on an exceptional basis, based on individual circumstances.

Employees will be able to access retraining assistance over a three (3) year period commencing the date the employee's position is abolished.

Upon notification by the employee of the educational institution they will be attending, the Employer will advise the educational institute to invoice the Employer for tuition fees incurred by the employee.

iii) Saskatchewan Relocation Assistance

Relocation assistance to a maximum value of five-thousand dollars (\$5,000) will be administered in accordance with the provisions of the current relocation policy.

Relocation assistance will be limited to in-province relocation expenses.

Employees may access the relocation assistance over a one (1) year period commencing the date the employee's position is abolished.

iv) Career Adjustment Assistance

Career adjustment assistance to a maximum of five thousand dollars (\$5,000) will be provided on a reimbursement basis for expenses employees incur in pursuing alternative employment opportunities.

Employees may access Career Adjustment Assistance over a one (1) year period commencing the date the employee's position was abolished.

Expenses that would be considered for reimbursement include business start-up costs, travel, etc.

v) **Enhanced Severance**

Enhanced Severance calculated on the basis of one (1) week's salary for every year worked to a maximum of five (5) weeks or three-thousand dollars (\$3,000) will be provided to employees who elect to resign and access Career Assistance. Enhanced Severance shall be the lesser of five (5) weeks or three-thousand dollars (\$3,000).

19.6 **Position Abolishment**

19.6.1 **General Provisions**

19.6.1.1 **Notice of Position Abolishment**

- A) The Employer will inform the Union as far in advance as possible of any impending lay-offs and position abolishments. Written notice of at least sixty (60) calendar days shall be given to any employee whose position is to be abolished.
- B) Where a significant number of job abolitions are planned, the employer will meet with the Chair of the bargaining unit as far as possible in advance of the job abolition notices being delivered to discuss the planned changes.
- C) Upon notification to the union of position abolishment(s), the Chair of the bargaining unit (or designate) may request the rationale for position abolition. The employer will contact the Chair of the bargaining unit to discuss the rationale.

19.6.1.2 **Notice to Exercise Bumping Rights**

- A) As closely as possible, bumping is intended to maintain an employee's salary rate and classification level, location, duties and responsibilities.
- B) An employee who intends to exercise their bumping rights shall indicate their intention in writing within five (5) working days of receipt of notice of the position abolishment. Permanent employees shall provide notice to the employer.

- C) An employee who fails to indicate an intent to bump, within the five (5) working days, shall be deemed to have opted to go on lay-off, or they may resign and receive severance pay.

19.6.1.3

Bumping Time Frame and Salary Continuance

- A) Every effort will be made to complete the bumping process prior to the position abolishment date, but in no event will the employee be retained in the position beyond that date.
- B) Notwithstanding the above, any Permanent Full-Time employee who fails to retain employment through the bumping process by their date of lay-off and who should be able to retain employment, shall be provided with salary continuance until their placement in a new position.

19.6.1.4

Acceptance of an Offer of a Position

- A) An employee will have three (3) working days, not including the date of offer, to consider the formal offer of a position made as a result of exercising their bumping rights. If the employee does not accept the offer of the position within the three (3) working days, they will be deemed to have declined the offer.
- B) For Permanent Full-Time employees, the following shall apply:
 - 1. if an employee does not accept an offer of a position in the mandatory stage of bumping, they will be deemed to have resigned. Notwithstanding, such an employee will still be eligible for severance pay or to access retirement programs currently in place;
 - 2. if an employee does not accept an offer at the optional stage of bumping, they will be placed on lay-off or may resign and receive severance pay or access retirement programs currently in place.
- C) For Permanent Part-Time employees, the following shall apply:
 - 1. if an employee declines an offer of a position in their own occupation, classification level and work unit, they will be deemed to have resigned and receive severance pay;
 - 2. if an employee declines an offer of a position in a lower classification level within their work unit, they will be placed on lay-off or they may resign and receive severance pay.

19.6.1.5 **Rights of Bumped Employees**

- A) A Permanent employee who was bumped shall have bumping rights. However, the sixty (60) day written notice requirement does not apply.

19.6.1.6 **Position Abolishment During A Subsequent Probationary Period**

- A) A Permanent Full-Time employee on subsequent probation whose position is abolished shall have the right to revert to their former position as per the reversion provisions.
- B) A Permanent Part-Time employee on subsequent probation whose position is abolished shall be offered available work for which **they are** qualified.

19.6.1.7 **Time to Adjust in New Position**

- A) Permanent employee, who, as a result of a reduction in staff, assumes a new position, shall be allowed the minimum of the probationary period for that occupation to familiarize **themselves** with the new duties.
- B) If, during the familiarization period, the parties determine that the bump was inappropriate, options will be reviewed with the employee and Employer to resolve the issue with the last resort being a return to the bumping process to determine a more appropriate bump.

19.6.1.8 **Placing Names on Re-employment Lists as a Result of Position Abolishment**

- A) Re-employment provisions in the Collective Agreement apply, unless otherwise specified below.
- B) Employees may have their name placed on re-employment lists, for an unbroken period, not to exceed three (3) years, as follows:
 - 1. Permanent Full-Time employees on the Permanent Full-Time Re-employment list;
 - 2. Permanent Part-Time employees on the Permanent Part-Time Re-employment List.
- C) As a result of position abolishment, employees may have their name placed on appropriate re-employment lists as follows:
 - 1. After electing to go on lay-off.
 - 2. After a Permanent Full-Time employee refuses an offer of a bump at the Optional Stage.

3. After a Permanent Full-Time employee accepts an offer of a downward bump at the Optional Stage.
4. After electing to bump and no bump option is available. The three (3) year period shall commence from the date when the search for bumping options for that employee has been exhausted as determined by the Employer.
5. After a Permanent Part-Time employee declines an offer of a position in a different occupation, in the same or different classification level.

19.6.1.9

Re-employment Provisions for Employees Affected by Position Abolishment

A) Callbacks from the Re-employment List

A Permanent Full-Time employee on a re-employment list shall be entitled to three (3) callbacks and will have their name removed from the list following rejection of the third callback.

A Permanent Part-Time employee on a re-employment list shall be entitled to two (2) callbacks and will have their name removed from the list following rejection of the second callback.

B) Voluntary Demotion While on the Re-employment List

A Permanent Full-Time employee who, while on the re-employment list, takes a voluntary demotion will have their name remain on the appropriate re-employment list for the higher classification levels for the balance of the three (3) year period.

A Permanent Part-Time employee who, while on the re-employment list, takes a voluntary demotion will have their name remain on the appropriate re-employment list for the higher classification levels until such time as they complete the equivalent of a subsequent probationary period in the lower level position or for the balance of the three (3) year period, whichever is shorter.

19.6.2

Permanent Full-Time Employees

19.6.2.1

Options Upon Position Abolishment

- A) A Permanent employee whose position is abolished shall have the right to access one (1) of the following options upon written application:
1. bumping rights on the basis of total seniority;
 2. to go on lay-off and exercise re-employment rights;

3. to retire, if eligible;
4. to resign and receive severance pay;
5. indefinite leave of absence without pay at the conclusion of which an employee may elect to a) resign with severance; or b) retire, if eligible; or c) go on lay-off and exercise re-employment rights.

19.6.2.2

Bumping Order

- A) The Employer shall determine the occupations and positions to which an employee is qualified to bump. Upon written request, the Employer shall supply written rationale for its decision.
- B) Bumping rights shall be exercised as set out below. Bumping shall cease when an employee is made an offer at the mandatory stage or accepts an offer, or fails to bump.
- C) Bumping shall be exercised in the following order within each stage of the process:
 - first: A Permanent Full-Time position designated by the Employer as vacant;
 - second: A Permanent Part-Time or Term employee encumbering a vacant permanent full-time position;
 - third: An employee on initial probation in a Permanent Full-Time position with the least service;
 - fourth: The Permanent Full-Time employee with the least total seniority.

19.6.2.3

Mandatory Bumping Stage

- A) First: in the employee's own occupation at the same classification level, and own locality.
- B) If the employee is not offered a position through the mandatory stage, they shall choose one of the following:
 1. proceed to the optional stages; or
 2. go on lay-off as per initial notice; or
 3. resign and receive severance pay; or
 4. access retirement programs; or
 5. go on indefinite leave of absence without pay.

19.6.2.4

Optional Bumping Stage

- A) An employee accessing the optional stages of the bumping process shall be offered, if available, a choice of two (2) bumping options:

Location Maintenance

In order to maintain an employee's location, an employee will be offered the first available bumping option the Employer has determined the employee to be qualified for. The bumping option will be offered in the following order:

1. to bump within their own locality:
 - i) laterally,
 - ii) downward;

Salary Maintenance

In order to maintain an employee's salary as closely as possible, an employee will be offered the first available bumping option the Employer has determined the employee to be qualified for. In no case shall an employee bump into a higher classification level. The bumping option will be offered in the following order:

1. to bump laterally:
 - i) in their own locality;
2. to bump in the same occupation and classification level:
 - i) in another locality;
3. to bump laterally:
 - i) in another locality;
4. to bump downward:
 - i) in their own locality;
 - ii) in another locality;

19.6.2.5

Employee Not Offered a Position

If an employee is not offered a position after having proceeded through all stages of bumping, they may go on the re-employment list or resign and receive severance pay or access retirement programs or go on indefinite leave of absence.

19.6.3 **Permanent Part-Time Employees**

19.6.3.1 **Options Upon Position Abolishment**

- A) A Permanent employee whose position is abolished shall have the right to access one (1) of the following options upon written application:
1. bumping rights on the basis of total seniority;
 2. to go on lay-off and exercise re-employment rights;
 3. to retire, if eligible;
 4. to resign and receive severance pay;
 5. indefinite leave of absence without pay at the conclusion of which an employee may elect to a) resign with severance; or b) retire, if eligible; or c) go on lay-off and exercise re-employment rights.

19.6.3.2 **Bumping Order**

- A) The Permanent Head shall determine the occupations and permanent part-time positions to which an employee is qualified to bump. Provided an employee is qualified, bumping shall be exercised first within the employee's own work unit. If the employee is not offered a position in their work unit, then bumping rights may be exercised within eHealth. Bumping shall cease when an employee is made an offer at any stage of the bumping, or if the employee fails to bump.
- B) Bumping shall be exercised in the following order:
- first: To bump in the employee's own occupation and classification level;
- second: To bump other occupations in the same classification level which they have been deemed qualified for;
- third: To bump downward in other occupations they have been deemed to be qualified for;
- fourth: If the employee is not offered a position in their work unit, they may proceed to bump within eHealth, or go on the re-employment list or resign and receive severance or go on indefinite leave of absence.

19.6.4 **Term Employees**

- A) Term employees have no bumping rights. Permanent employees in Term positions shall revert to their home positions.

19.6.5

Employees on Initial Probation

- A) Employees that have not completed an initial probation who are impacted by job abolition can request re-employment consideration in competitions for positions. These employees will be considered before external candidates. The other normal processes associated with re-employment lists will apply.

ARTICLE 20 DISCIPLINE, DEMOTION, DISMISSAL, TERMINATION & RESIGNATION

20.1

Employees' Files

- A) An employee, upon request, shall be able to review their employee file:
 - 1. An employee shall request access through the Human Resource Service Team, to be arranged at a mutually agreed time.
 - 2. The Union shall have access to an employee's file on the employee's written authorization.
 - 3. 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.
 - 4. An employee may request to add any pertinent information to their file.
- B) A copy of any document, other information, or record of formal counselling sessions held in accordance with the Corrective Discipline Policy placed on any employee's file which might, at any time, be used for disciplinary action shall be supplied concurrently to the employee and to the Union unless the employee states in writing they do not want a copy sent to the Union.
- C) Disciplinary documents including documents in accordance to Article 20.1 B) shall be removed from an employee's file after two (2) years unless there are disciplinary documents or documents in accordance to Article 20.1 B) 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 the Employer to have disciplinary documents removed from their file after one (1) year.

The onus will be on the employee to provide adequate reasons to have the document(s) removed.

20.2 **Dismissal For Cause Only**

- A) An employee shall not be dismissed without good and sufficient cause to be stated in writing in the dismissal notice.
- B) A copy of the dismissal notice given to any employee shall be supplied, upon request of the employee, to the Union.

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

20.3.1 **Termination of Probationary Employee**

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

20.3.2 **Termination of a Permanent Full-Time or Part-Time Employee**

- A) Notice in writing shall be given to any Permanent employee whose services are to be terminated in the occupation in which they hold permanent status provided that, if such notice is not given, a sum equal to the notice period shall be paid to the employee in lieu of notice. This payment shall be in addition to the payment in lieu of earned vacation leave.
- B) Except in the case of dismissal for misconduct, employees shall be given notice of such termination as follows:
 - 1. thirty (30) calendar days written notice, if their period of employment is less than five (5) years;
 - 2. six (6) weeks written notice, if their period of employment is five (5) years or more but less than ten (10) years;
 - 3. eight (8) weeks written notice, if their period of employment is ten (10) years or more

20.3.3 **Termination of Term Employees**

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

1. one (1) week's written notice, if their period of employment is less than one (1) year;
 2. two (2) week's written notice, if their period of employment is one (1) year or more but less than three (3) years;
 3. four (4) week's written notice, if their period of employment is three (3) years or more but less than five (5) years;
 4. six (6) weeks written notice, if their period of employment is five (5) years or more but less than ten (10) years;
 5. eight (8) week's written notice, if their period of employment is ten (10) years or more.
- B) If such notice is not given, the employee shall be paid in lieu of notice. This payment shall be in addition to the payment in lieu of earned vacation leave. Permanent employees in term appointments shall revert to their home position.

20.3.4 **Involuntary Demotion**

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

20.3.5 **Resignation by Employee**

- A) Employees shall give the same notice of resignation as that provided in Articles regarding notice of termination. An employee who fails to give such notice shall be struck from the payroll effective the date they absents themselves without leave. The provisions of this clause may be waived by the Employer.

20.3.6 **Union Representation**

- A) The Employer will advise the Union prior to disciplining an employee.

An employee who is to be given a letter of reprimand, suspension, demotion or dismissal/termination, shall be notified in writing of the purpose, the issue and the Union's assigned steward, where at all possible four (4) hours in advance of the meeting, and shall be informed, in writing, of their right to have a Union representative present at the meeting. An employee who waives their right to Union representation shall so indicate in writing.

An employee who is being interviewed as part of an investigation shall be notified in writing of the purpose, the issue and the

Union's assigned steward, where at all possible four (4) hours in advance of the meeting, and shall be informed, in writing of their right to have a Union representative present at the meeting. An employee who waives their right to Union representation shall so indicate in writing.

ARTICLE 21 GRIEVANCE PROCEDURES

21.1 Procedures for Submission of Grievances

- A) Every effort should be made to resolve problems through dialogue at the local level prior to going to grievance. The parties agree to ensure full explanation of issues during initial discussions at the local level.
- B) Individual grievances must be submitted by a steward, Negotiating Committee member, or a Labour Relations Officer to a designated supervisory official.
- C) Group grievances must be submitted by a Union Labour Relations Officer, elected representative or designate.
- D) Policy and interpretation grievances must be submitted by the Negotiating Committee.
- E) Union staff may assist at any time during the grievance process.

21.2 Access to Grievance Procedure

- A) With the exception of a grievance which relates to a termination **(including removal from the re-employment list)**, of employment, access to the grievance procedure is limited to a person who, at the date of initiating the grievance, is an employee within the scope of this agreement.

21.3 Initiating a Grievance

- A) A grievance shall be effective upon receipt by the Employer's designate. A grievance must be initiated within thirty (30) calendar days from the date on which the employee first became aware of the alleged infraction. Notwithstanding, the thirty (30) calendar day time limit shall not apply to those items included in the agreement where the Employer has allegedly failed to apply a specific benefit e.g.: vacation leave, sick leave, shift differential, etc. In these latter instances the time limit shall be one (1) year after the date on which the alleged infraction first occurred. The effective date of any necessary retroactive pay adjustments shall be the date on which the infraction first occurred.

Advancing and Responding to Grievances

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

- A) Step 1 – Failing resolution of the problem through dialogue at the local level, the grievance shall be submitted in writing to the designated supervisory official, who shall render a decision in writing within seven (7) calendar days of receipt. Either party may request a meeting to discuss the matter at Step 1. A copy of the grievance shall be submitted concurrently to the Employer and the Union.
- B) Step 2 – If settlement cannot be reached at Step 1, the Union, within 14 calendar days of receiving the decision, may take up the grievance with the Employer. If the grievance is advanced to Step 2, the Union shall request a meeting between the parties which shall be scheduled within 30 calendar days from the date of the request.

The parties will approach each grievance or group of grievances from the point of view of:

- 1. attempting to ascertain the facts and negotiate a resolution;
- 2. failing resolution by negotiation, the parties must agree to a joint statement of facts; and
- 3. based on the joint statement of facts, recommend the appropriate course of action to resolve the matter.

If settlement cannot be reached at Step 2, the Employer shall render their decision in writing within 14 calendar days of receipt of the grievance; or, 14 calendar days from the date of the meeting, whichever is applicable.

- C) Step 3 - If a settlement cannot be reached at Step 2, the Union, within fourteen (14) calendar days after receiving the decision, may apply for Arbitration.
- D) Prior to advancing to arbitration, the parties may agree to access alternate dispute resolution mechanisms. Further information on dispute resolution options is contained in Letter of Understanding 98-2.

Time Limits

- A) The time limits set out in grievance procedures may be extended by mutual agreement between the parties.

- B) It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade settlement of disputes on a procedural technicality. However, notwithstanding the forgoing, it is clearly understood that time limits established herein re for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

21.6

Grievance Administrative Procedures

- A) The parties agree that grievances shall be dealt with at such times as operational requirements permit.
- B) The Employer will allow leave with pay for the grievor and a local steward, or two (2) elected Union representatives if there is not an individual grievor.
- C) The Employer agrees to pay expenses as per the Collective Agreement to the above representatives when a meeting is convened by the parties.
- D) The Employer shall grant leave with pay to one (1) grievor for Arbitration.
- E) Employees called as witnesses before the Arbitration Board shall be compensated for leave and expenses by the party who has requested their presence or shared by the parties if requested by the Arbitration Board.

ARTICLE 22 ARBITRATION BOARDS

22.1

Establishment of an Arbitration Board

- A) An Arbitration Board shall consist of three (3) members appointed in the manner provided in this article.
- B) Application for an Arbitration Board shall be made to the Employer. The application shall contain the name of the person appointed to the Board by the Union.
- C) Within ten (10) working days of receiving the notice, the Employer shall provide the Union with the name of management's appointee.
- D) Within ten (10) working days of the appointment of the management nominee, the parties shall appoint a third member of the Board who shall be the Chair.

- E) The Employer, may attempt to resolve with the Union, those grievances, prior to the arbitration hearing, in a manner they consider fair and equitable.
- F) Termination arbitrations will be heard, and decisions rendered, within one hundred and twenty (120) calendar days, unless otherwise agreed to by the parties.

22.2

Proceedings of an Arbitration Board

- A) The Chair of the Arbitration Board shall fix the time and place of sittings of an Arbitration Board after consultation with the other members. They shall notify the parties as to the time and place. The Arbitration Board shall meet not later than seven (7) calendar days after it has been constituted, unless by consent of both parties the date is set back.
- B) An Arbitration Board shall expeditiously and carefully inquire into the grievance and all matters affecting the merits and the rights of the parties to settlement of the grievance.
- C) In the course of the hearings, the Arbitration Board may make such suggestions and do such things as it deems right and proper for encouraging a fair and amicable settlement of the grievance, and shall hear representations made on behalf of the parties, and shall diligently proceed to mediate between them.
- D) An Arbitration Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.
- E) An Arbitration Board may accept, admit, and call for evidence as it sees fit, whether strictly legal evidence or not.
- F) Each party may be represented before the Board by up to two (2) persons designated by the parties. Each party shall be bound by the actions of their representatives.
- G) If, without good cause shown, any party to a proceeding before an Arbitration Board fails to attend or be represented, the Arbitration Board may proceed as if the party had duly attended or been represented.
- H) The expenses of the Chair of the Board and any other common expenses such as hall rental and transcripts shall be shared equally by both parties.
- I) The proceedings of an Arbitration Board shall be completed within one (1) year of the appointment of the Chair.

Decisions (Award of an Arbitration Board)

- A) The Arbitration Board established under this agreement shall not have the authority to add to, subtract from, or amend any of the provisions of this agreement.
- B) Subject to the above, an Arbitration Board shall have the power to dispose of any grievance involving dismissal or disciplinary action in the following manner:
 - 1. by denying the grievance in total;
 - 2. by allowing the grievance in total; or
 - 3. by directing a compromise settlement which it deems just and equitable.
- C) The decision of the majority of the members of an Arbitration Board, or, where there is no majority decision, the decision of the Chair, shall be the decision of the Arbitration Board.
- D) The award of the Arbitration Board shall be rendered in writing within ninety (90) calendar days of the close of the hearing, unless otherwise agreed by the parties, and shall be final and binding on both parties. Copies of the award of the Board shall be supplied concurrently to the Employer and the Chair of the Bargaining Unit.

ARTICLE 23 WORKERS' COMPENSATION**Requirement to Apply for Long Term Disability (LTD)**

- A) An employee who has been in receipt of Workers' Compensation Benefits for a period of ninety (90) or more calendar days shall make application for the SGEU Long Term Disability Plan.

Permanent and Probationary Employees

- A) When a Permanent or probationary employee is injured in the performance of their duties, or incurs an industrial illness, and the accident or illness is compensable under the provisions of *The Workers' Compensation Act*, the following provisions shall apply:
- B) Total compensation received by an employee shall not exceed normal earnings. Permanent and probationary employees shall be compensated on the following basis:
 - 1. from and including the date of injury until not more than one (1) year from the date of injury, 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;

2. after one (1) year from the date of injury to not more than two (2) years from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive 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 benefit payable from Workers' Compensation will be charged against the employee's available sick leave credits;
3. for purposes above the Permanent Part-Time employee's normal earnings shall be the average of their last four (4) pay periods or as defined by the Workers' Compensation Board whichever is greater;
4. pending receipt of payments from the Workers' Compensation Board, an employee shall receive normal earnings, provided however, that the Employer in its discretion may limit such earnings to the amount of an employee's accumulated sick leave credits as at the commencement of their disability. Proof of disability will be required before such payments are made;
5. after two (2) years from the date of injury or when the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive payments directly from the Workers' Compensation Board only.

23.2.1

Employee Status and Benefits

- A) From and including the date of injury until not more than two (2) years from the date of injury or the employee's sick leave credits are exhausted, whichever occurs first, the employee shall be deemed to be an active employee and earn all benefits, except vacation leave credits. Seasonal employees shall not earn any benefits during the period of seasonal lay-off.

For the purpose of this Article, the date of injury commences on the first day the employee is absent from work due to that injury and the two (2) year period from that date of injury is determined on a "cumulative" basis and not on a chronological basis.

- B) Notwithstanding the above, an employee who is being paid as per provisions of the Workers' Compensation articles of this Agreement shall be entitled to carry forward any unused vacation leave up to and including the full entitlement for the month of the injury, until they return to work.

- C) For the period beyond two (2) years after the date of injury or when the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive an indefinite leave of absence and earn benefits in accordance with Leave of Absence provisions.
- D) An employee who receives an indefinite leave of absence as provided above, shall be paid out any outstanding vacation leave credits. Any over expenditure of vacation leave credits shall not be recovered from the employee.

23.3

Term Employees

- A) Term employees shall be compensated and earn benefits in accordance with above, except that at the expiration of their term appointment the Employer shall cease paying the employee and the employee shall receive payments only as provided by the Workers' Compensation Board, and the employee shall not be entitled to receive an indefinite leave of absence.
- B) After the expiration of their term appointment, and while the employee is in receipt of payments from the Workers' Compensation Board, the one hundred and eighty (180) calendar day period of non-employment, for purposes of determining a break in service, will not start until the Workers' Compensation Board deems the employee fit to return for duty.

ARTICLE 24 REHABILITATION

24.1

Joint Rehabilitation Committee

- A) The Committee shall have equal representation and shall be responsible for developing and updating the Rehabilitation Placement Process.

24.2

Employee Placement

- A) If an employee acquires a disability or prolonged illness which prevents their return to work in the occupation held prior to the disability and the employee is capable of carrying out other duties, the parties shall mutually arrange to place the employee in a suitable position.

24.3

Rehabilitation Placement Process

These processes apply to employees returning to work due to a prolonged illness, injury or disability supported by medical documentation.

A) **PHASE I AND PHASE II PROCESSES**

1. Phase I return to work describes the most effective, positive and desirable approaches to accomplish rehabilitation placements. It incorporates re-employment, redeployment, severance, normal retirement and career assistance.

Phase I begins when the employer is notified that the employee is medically able to return to work and receives the supporting medical documentation along with a current resume.

It is recognized that multiple trial placements may be required and that individuals will often still be covered by insurance programs during much of Phase 1 and may in fact, return to full insurance coverage if trial placements are not successful.

Phase 1 of the rehabilitation process will have a six (6) month time limit. This time limit can be extended if additional time is required to obtain medical reports or in other compelling circumstances as agreed to by the parties.

2. Phase II return to work describes the mandatory processes which apply when placement through Phase I is not accomplished. It incorporates bumping and the salary guarantee provision.

B) **FLEXIBILITY IN PLACEMENT PROCESS**

To allow greater flexibility in the placement of rehabilitation candidates, the following shall apply:

1. As per Articles 6.1 and 6.2 of the Collective Bargaining Agreement, the rehabilitation placement process may supersede normal staffing provisions for individual positions required to make rehabilitation placement.
2. Permanent full-time employees may have access to permanent full-time, or permanent part-time or term work.
3. Permanent part-time employees may have access to permanent part-time, permanent full time or term work.
4. Term employees have first consideration for term work and will be returned to their term position if medically able and within the length of the term, or if the term has been extended.
5. In special circumstances, where a return to work is otherwise unlikely to occur, a rehabilitation placement, which constitutes a promotion, may be arranged. The rehabilitation candidate must meet the core competency

requirements for the vacant position and be medically able, subject to reasonable accommodation, to perform the duties.

6. Permanent employees on temporary assignment of higher duties or on leave to accept a term position at the time of disability, shall access options based on their permanent home position.

C) **CAREER ASSISTANCE OPTIONS**

Rehabilitation placement candidates may be provided with Career Assistance Options as per Article 19.5 of the Collective Agreement with the following modifications:

1. Career Assistance Options are applicable to permanent full-time, and permanent part-time rehabilitation candidates.
2. The maximum value of Career Assistance for permanent part-time rehabilitation candidates shall be prorated. The prorating shall be based on the average proportion of full-time hours worked over the one year period prior to the date of disability (or the period of employment if not employed for a full year).
3. Career Counselling and Job Placement
 - May include functional, vocational, or psychological assessment.
4. Retraining Assistance may be formal training, or training-on-the-job.
 - Retraining may also be provided by the insurer while the employee is on claim.
 - To be flexible with this option, the insurer and Employer may cost-share retraining costs, on a case-by-case basis, if such an option will better ensure the employee's return to work. If the employee is not eligible for coverage through the insurer, the ministry may provide this option.

D) **SEVERANCE PAY AND ENHANCED SEVERANCE**

Except for term employees and employees on initial probation, employees who are ready to return from a leave of absence as per Article 18.1.1.3 and chose to resign or retire on immediate pension, may be entitled to severance and enhanced severance payments.

The formula for determining severance payments shall be based on Articles 15.9.1 and 19.5 A) 1. v).

Severance may be accessed at the employees request at either phase of the Rehabilitation Placement Process.

Employees will be required to sign a release document in addition to providing the resignation in order to access severance payments. Employees shall be encouraged to obtain appropriate counselling/financial advice prior to exercising this option.

E) **NORMAL RETIREMENT**

Employees who are eligible to retire under the normal provisions of the Public Service Superannuation Plan, or the Public Employees Pension Plan, shall be encouraged to obtain retirement counselling prior to exercising this option.

F) **EXCLUSION FROM PHASE II PROCESS**

Employees on initial probation and term employees will not be included in Phase II.

G) **SALARY GUARANTEE WAITING PERIOD**

1. When a work placement is found, accumulation of time toward the salary guarantee will be stopped. Accumulation of time toward the salary guarantee will recommence when the work placement ends.

H) **SALARY GUARANTEE**

1. For employees who were working less than full-time prior to disability, the salary guarantee shall be prorated. The prorating shall be based on the average proportion of full-time hours worked over the one year period prior to disability (or the period of employment, if not employed for a full year).
2. If medical requirements restrict the hours that an employee is able to work, the salary guarantee shall be prorated based on the proportion of full-time hours the employee is medically able to work.
3. Salary guarantee received from the employer plus disability income received from the SGEU LTD Plan or government programs (eg. Canada Pension Plan, Workers' Compensation, Saskatchewan Government Insurance) shall not exceed 100% of the employee's pre-disability income.
4. i) If a rehabilitation candidate obtains employment outside of the Employer or generates self-

employment income, which did not exist prior to the date of disability or has been expanded since the date of disability, the amount of the salary guarantee shall be reduced. The salary guarantee shall be reduced as follows:

The salary guarantee shall be reduced by an amount equal to the same percentage of employment or self-employment earnings that those earnings are in relation to pre-disability earnings, up to a maximum reduction of 100% of employment or self-employment earnings.

Example:

Pre Disability Income = A (\$2000)

Self Employment Earnings = B (\$1800)
(New or expanded)

Salary Guarantee Income (SGI) formula: $A - (B \times B/A) = \text{SGI}$

$\$2000 - (\$1800 \times \$1800/\$2000) = \$380.00 \text{ SGI}$

- ii) If such earnings result in the salary guarantee being reduced to zero, the salary guarantee shall end and the employee may choose options in accordance with R19.7.1.2 D) of Appendix A-Rehabilitation.
- iii) To remain eligible for the salary guarantee, rehabilitation candidates shall be required to provide proof of the amount of employment or self-employment income.

I) **EMPLOYEE'S RIGHT TO SALARY GUARANTEE ENDS**

- 1. An employee's right to salary guarantee ends when:
 - i) a permanent position is accepted;
 - ii) a permanent position, which meets medical restrictions is offered;
 - iii) an employee is re-employed at the maximum salary level and/or hours that their medical restrictions allow;
 - iv) an employee who, within five (5) working days of being notified by the employer, in writing, that the bumping process has commenced, fails to indicate their intent to bump, or elects not to bump; or

- v) earnings from employment outside of the Employer or self-employment earnings result in the salary guarantee being reduced to zero (see H. 4. above).

2. Bumping options shall be based on documented medical restrictions. If a rehabilitation candidate chooses to place their name on the re-employment list and chooses to place additional restrictions using Article 6.1.7, they will be ineligible for the salary guarantee provisions.

J) **REHABILITATION BUMPING PROVISIONS**

Provisions applicable to rehabilitation placement bumping are attached as Appendix A.

K) **PROCESS AND PROCEDURES**

Detailed process and procedures shall be developed by the Joint Rehabilitation Committee and following review by the parties, published.

ARTICLE 25 OCCUPATIONAL HEALTH AND SAFETY

- A) The following does not limit access to rights and provisions under the *Saskatchewan Employment Act* Part III Occupational Health and Safety.
- B) The parties recognize the importance of occupational health and safety in the work place. In addition to the articles contained in this agreement, the employee has the full protection of under the *Saskatchewan Employment Act* Part III Occupational Health and Safety, including the right to refuse work if the employee has reasonable grounds to believe it is unusually dangerous. The employee will have access to information that may impact on the health and safety of the employee or others, and has the duty to conduct themselves in a safe and responsible manner at work.

25.1 **Protective Equipment and Apparel**

- A) The Employer agrees to supply all employees with protective equipment and apparel as determined by Occupational Health and Safety Committees and as specified in *The Occupational Health and Safety Regulations*.

25.2 **Video Display Terminals**

- A) Where work demands constant and uninterrupted concentration on the video display screen by the operator, the Employer will allow the operator five (5) minutes of non-visual display work after one (1) hour of operation and fifteen (15) minutes of non-

visual display work after every two (2) hours of operation. The non-visual display work period may coincide with regular breaks.

- B) The Employer agrees to provide protective equipment to a pregnant employee. Alternately, the employee may request and will be granted a temporary reassignment of duties for the duration of their pregnancy.

25.3 **Occupational Health and Safety Committees**

25.3.1 The following language does not limit Employee and Employer entitlement to all rights and provisions of the under the *Saskatchewan Employment Act* Part III *The Occupational Health and Safety Act* and the Saskatchewan Human Rights Code.

25.3.2 **Workplace Joint Employer/Employee Committees**

Joint Employer - Employee Occupational Health and Safety Committees shall be established to represent places of work as agreed between the parties. Each committee shall consist of not less than two (2) members and not more than twelve (12) members, unless specifically agreed by all members of the workplace O.H.&S. committee. At least one half ($\frac{1}{2}$) of the committee members shall be employees elected or appointed by the union members and each committee shall have employer and employee chairpersons, as appointed by their respective parties.

The Occupational Health and Safety Committees shall have a continuing concern with respect to the health and safety at the work place. The committees shall meet no less than quarterly. The committees shall receive, consider and recommend solutions respecting health and safety concerns at the work place. Committee members shall be given reasonable opportunity during regular hours to deal with such concerns. Minutes of committee meetings shall be posted in the work place and shall be made available concurrently to the employer, the union and the Occupational Health and Safety Division.

Occupational Health and Safety Committees shall exhaust their procedures before any matter is referred to the employer and the union for negotiation or before the matter is dealt with under the grievance procedure.

Wherever possible, committee meetings shall be scheduled during normal working hours. Employee members of the committee shall suffer no loss of pay or other benefits for attendance at committee meetings. An employee who attends committee meetings outside of scheduled hours of work shall be credited the time as if worked.

Joint Occupational Health and Safety Committees may recommend reasonably practicable training measures designed to prevent

occurrences of occupational health and safety problems related to the work place.

25.3.3 Training for Joint Committee Members

Subject to reasonable notice being given, all committee members shall be entitled to up to five (5) days leave without pay, per year, for purposes of attending Occupational Health and Safety training courses, seminars or courses of instruction. However, where such training is provided by the Occupational Health and Safety Division, Ministry of Labour Relations and Workplace Safety, or jointly by the union and employer, employees exercising such leave shall suffer no loss of pay or benefits.

25.3.4 Health and Safety A Shared Concern

As a matter of principle, both the union and employer recognize that occupational health and safety is a shared concern of the parties. Both parties will endeavor cooperatively to maintain a safe work environment and will make recommendations to prevent and/or correct situations which threaten health and safety at the work place.

ARTICLE 26 DISCRIMINATION AND HARASSMENT

A) The following does not limit access to rights or provisions under *The Saskatchewan Employment Act Part III Occupational Health and Safety* or *The Saskatchewan Human Rights Code*.

26.1 Discrimination

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

26.2 Anti-Harassment Policy Statement

A) Harassment is illegal under *The Saskatchewan Human Rights Code* and *The Saskatchewan Employment Act Part III Occupational Health and 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 behaviour that is harassing in nature under the parameters contained within *The Saskatchewan*

26.3 **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.

ARTICLE 27 UNION/MANAGEMENT COMMITTEE (UMC)

27.1 The Saskatchewan Government and General Employees' Union and eHealth acknowledge the need for a continuing and improving working relationship and are committed to working toward this. The Parties are committed to a collaborative dialogue that creates a climate of trust and respect, and open and honest communication on labour relations issues. To that end the parties agree to meet as needed or as requested by either party.

The UMC will be composed of the Union Negotiating Committee (NC) and Employer Representatives from Human Resources. Other Employer representatives may attend as required/requested. Employees may forward their concerns and issues to the Union NC.

Compensation – 2022 –2025

1. Term of Agreement – October 1, 2022 – September 30, 2025

2. Monetary Package – 2022

(a) Effective October 1, 2022:

GWl 3% applied to wages in effect as of October 1, 2022

3. Monetary Package – 2023

(a) Effective October 1, 2023:

GWl 3% applied to wages in effect as of October 1, 2023

4. Monetary Package – 2024

(a) Effective October 1, 2024:

GWl 1.67% applied to wages in effect as of October 1, 2024

Upon written request to the Employer within ninety (90) days of signing of the Collective Agreement, employees, except those who terminated for cause, who have left the service after October 1, 2022, shall receive any eligible retroactivity until the expiration of the Collective Agreement. Any entitlements not claimed within the ninety (90) day period shall be deemed to have lapsed.

All changes are effective the date of signing of the Collective Agreement unless otherwise stated.

APPENDIX A

Pay Schedule 1- Effective October 1, 2022

2022						
Level	Hourly Salary Range		Biweekly			
			36 Hours/Week		37 1/3 hours/Week	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	\$17.823	\$22.332	\$ 1,283.24	\$ 1,607.90	\$ 1,330.75	\$ 1,667.44
2	\$18.891	\$23.674	\$ 1,360.13	\$ 1,704.56	\$ 1,410.50	\$ 1,767.67
3	\$20.027	\$25.099	\$ 1,441.91	\$ 1,807.11	\$ 1,495.30	\$ 1,874.02
4	\$21.228	\$26.601	\$ 1,528.41	\$ 1,915.25	\$ 1,585.00	\$ 1,986.17
5	\$22.924	\$28.728	\$ 1,650.56	\$ 2,068.42	\$ 1,711.68	\$ 2,145.01
6	\$24.758	\$31.028	\$ 1,782.55	\$ 2,234.02	\$ 1,848.56	\$ 2,316.74
7	\$26.738	\$33.509	\$ 1,925.17	\$ 2,412.68	\$ 1,996.46	\$ 2,502.02
8	\$28.876	\$36.189	\$ 2,079.04	\$ 2,605.59	\$ 2,156.03	\$ 2,702.07
9	\$31.767	\$39.809	\$ 2,287.22	\$ 2,866.27	\$ 2,371.91	\$ 2,972.40
10	\$34.945	\$43.789	\$ 2,516.02	\$ 3,152.84	\$ 2,609.19	\$ 3,269.58
11	\$38.440	\$48.169	\$ 2,767.65	\$ 3,468.14	\$ 2,870.13	\$ 3,596.56
12	\$42.283	\$52.988	\$ 3,044.38	\$ 3,815.16	\$ 3,157.11	\$ 3,956.43
13	\$46.511	\$58.286	\$ 3,348.82	\$ 4,196.57	\$ 3,472.82	\$ 4,351.96
14	\$51.164	\$64.111	\$ 3,683.80	\$ 4,616.00	\$ 3,820.20	\$ 4,786.92

Pay Schedule 1- Effective October 1, 2023

2023						
Level	Hourly Salary Range		Biweekly			
			36 Hours/Week		37 1/3 hours/Week	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	\$18.357	\$23.002	\$ 1,321.73	\$ 1,656.14	\$ 1,370.68	\$ 1,717.46
2	\$19.457	\$24.385	\$ 1,400.94	\$ 1,755.69	\$ 1,452.81	\$ 1,820.70
3	\$20.627	\$25.852	\$ 1,485.17	\$ 1,861.32	\$ 1,540.16	\$ 1,930.24
4	\$21.865	\$27.399	\$ 1,574.26	\$ 1,972.71	\$ 1,632.55	\$ 2,045.76
5	\$23.612	\$29.590	\$ 1,700.08	\$ 2,130.47	\$ 1,763.03	\$ 2,209.36
6	\$25.500	\$31.959	\$ 1,836.03	\$ 2,301.04	\$ 1,904.01	\$ 2,386.24
7	\$27.541	\$34.515	\$ 1,982.93	\$ 2,485.06	\$ 2,056.35	\$ 2,577.08
8	\$29.742	\$37.274	\$ 2,141.41	\$ 2,683.76	\$ 2,220.71	\$ 2,783.13
9	\$32.720	\$41.004	\$ 2,355.84	\$ 2,952.26	\$ 2,443.07	\$ 3,061.57
10	\$35.993	\$45.103	\$ 2,591.50	\$ 3,247.43	\$ 2,687.46	\$ 3,367.67
11	\$39.593	\$49.614	\$ 2,850.68	\$ 3,572.19	\$ 2,956.23	\$ 3,704.46
12	\$43.552	\$54.578	\$ 3,135.71	\$ 3,929.61	\$ 3,251.82	\$ 4,075.12
13	\$47.907	\$60.034	\$ 3,449.29	\$ 4,322.47	\$ 3,577.01	\$ 4,482.52
14	\$52.699	\$66.034	\$ 3,794.31	\$ 4,754.48	\$ 3,934.81	\$ 4,930.53

Pay Schedule 1- Effective October 1, 2024

2024						
Level	Hourly Salary Range		Biweekly			
			36 Hours/Week		37 1/3 hours/Week	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	\$18.664	\$23.386	\$ 1,343.81	\$ 1,683.80	\$ 1,393.57	\$ 1,746.15
2	\$19.782	\$24.792	\$ 1,424.33	\$ 1,785.01	\$ 1,477.07	\$ 1,851.11
3	\$20.972	\$26.283	\$ 1,509.97	\$ 1,892.41	\$ 1,565.88	\$ 1,962.48
4	\$22.230	\$27.856	\$ 1,600.55	\$ 2,005.66	\$ 1,659.82	\$ 2,079.92
5	\$24.007	\$30.084	\$ 1,728.47	\$ 2,166.05	\$ 1,792.47	\$ 2,246.25
6	\$25.926	\$32.493	\$ 1,866.69	\$ 2,339.46	\$ 1,935.81	\$ 2,426.09
7	\$28.001	\$35.091	\$ 2,016.04	\$ 2,526.56	\$ 2,090.69	\$ 2,620.12
8	\$30.239	\$37.897	\$ 2,177.18	\$ 2,728.58	\$ 2,257.79	\$ 2,829.61
9	\$33.266	\$41.688	\$ 2,395.18	\$ 3,001.56	\$ 2,483.87	\$ 3,112.70
10	\$36.594	\$45.856	\$ 2,634.78	\$ 3,301.66	\$ 2,732.34	\$ 3,423.91
11	\$40.254	\$50.442	\$ 2,898.29	\$ 3,631.84	\$ 3,005.60	\$ 3,766.32
12	\$44.279	\$55.489	\$ 3,188.08	\$ 3,995.24	\$ 3,306.13	\$ 4,143.17
13	\$48.707	\$61.037	\$ 3,506.89	\$ 4,394.66	\$ 3,636.74	\$ 4,557.38
14	\$53.579	\$67.137	\$ 3,857.68	\$ 4,833.88	\$ 4,000.52	\$ 5,012.87

APPENDIX B
BASE AND ADDITIONAL HOURS OF WORK DESIGNATION(S) BY OCCUPATION

Occupational Code	Base Hours of Work Designation	Additional Hours of Work Designation
CBC Business Consultant	Field 37 1/3	Off 36; Reg 37 1/3
CCP Community Program Consultant	Field 37 1/3	Reg 37 1/3; Off 36
CEM Emergency Measures Advisor	Field 37 1/3	
CEP Epidemiologist	Field 37 1/3	
CHT Health Transition Consultant	Off 36	
CMC Management Consultant	Field 37 1/3	
CPA Print Analyst	Off 36	Reg 36; Field 37 1/3
CPE Program Development and/or Evaluation	Field 37 1/3	Off 36
CPL Policy and Legislation	Off 36	Field 37 1/3
CPR Information Services Officer	Off 36	Field 37 1/3; Reg 37 1/3
CRM Resource Management Consultant	Field 37 1/3	Reg 37 1/3; Off 36; Reg 36
CRO Research/Policy Officer	Off 36	Field 37 1/3; Reg 36; Reg 37 1/3
FAC Accounting Clerk	Off 36	Reg 36; Field 37 1/3
FAT Accountant	Off 36	Reg 36; Field 37 1/3
FAU Auditor	Field 37 1/3	Off 36
FTA Tax Auditor	Field 37 1/3	Off 36
GIS Institutional Services Worker	Reg 37 1/3	
GLA Lab Assistant	Reg 36	Reg 37 1/3
HHW Health Worker	Field 37 1/3	Off 36
HPY Psychologist	Field 37 1/3	

Occupational Code		Base Hours of Work Designation	Additional Hours of Work Designation
HTH	Therapist	Reg 37 1/3	Field 37 1/3
HWN	Nurse	Reg 37 1/3	Field 37 1/3
PDP	Document Processing	Off 36	Reg 37 1/3; Reg 36; Field 37 1/3
PLC	Laboratory Clerk	Reg 36	Reg 37 1/3
PMC	Medical Claims Assessor	Off 36	Reg 36
POM	Program/Office Administrator	Off 36	Reg 37 1/3; Reg 36; Field 37 1/3
PPS	Printing Services Technician	Off 36	Reg 36
PSC	Secretary	Off 36	Reg 37 1/3; Field 37 1/3
ROH	Occupational Health Officer	Field 37 1/3	
ROY	Occupational Hygienist	Field 37 1/3	
SAV	Audio Visual Technician	Off 36	Reg 36
SCA	Configuration Analyst	Off 36	Field 37 1/3; Reg 36
SFP	Facilities Planner	Field 37 1/3	Off 36
SGL	Geographic Information System (GIS) Analysts	Off 36	Field 37 1/3; Reg 36
SIB	Business Analyst	Off 36	Reg 36; Field 37 1/3
SID	Information/Data Analysts	Off 36	Field 37 1/3; Reg 36
SIT	Information Technologist	Off 36	Field 37 1/3; Reg 36; Reg 37 1/3
SLS	Lab Scientist	Reg 36	Reg 37 1/3
SLT	Lab Technician	Reg 36	Reg 37 1/3
SME	Medical Equipment Technician	Field 37 1/3	Off 36; Reg 37 1/3
SNW	Network Support Technician	Off 36	Reg 37 1/3
SPH	Pharmacist	Off 36	Reg 36; Field 37 1/3
SRT	Resource Technologist	Field 37 1/3	Off 36; Reg 36; Reg 37 1/3

LETTER OF UNDERSTANDING
98-2
DISPUTE RESOLUTION OPTIONS

The parties agree the best resolution of a dispute is one worked out between the parties without recourse to a third party.

The parties will approach each grievance or group of grievances from the point of view of:

1. Attempting to ascertain the facts and negotiate a resolution.
2. Failing resolution by negotiation, agreeing to a joint statement of facts.
3. Based on the joint statement of facts, determine the appropriate course of action to resolve the matter from four options.
 - i) Grievance Mediation
 - ii) Expedited Arbitration
 - iii) Case Management
 - iv) Full Panel Arbitration

The parties may agree to any other dispute resolution mechanism with a view to resolving the dispute.

i. GRIEVANCE MEDIATION

This provision can be adjusted by mutual agreement of the parties.

Grievances Appropriate for Mediation

- Grievance seeks individual settlement, ie. settlement applies to one (1) grievor and would not result in a similar claim by another employee. By mutual agreement between the parties, grievance mediation may be used for other kinds of grievances, eg. group grievances
- Grievance mediation is appropriate where there are a range of possible solutions to the concerns raised in the grievance.
- Grievance mediation is normally not appropriate for policy grievances, complex cases, or where other employees would have a similar claim resulting from the settlement.

Role of the Mediator

- The role of the mediator is to assist the parties to achieve a mutually acceptable resolution of the grievance.
- The mediator will be drawn by chance from a list agreed upon by the parties. Any mediator must have served as the chairperson of an arbitration board unless otherwise agreed by the parties.
- The parties will equally share the cost of fees and expenses of the Mediator.

Provision of Information Prior to the Mediation

- The mediator will be provided with a copy of the grievance, a copy of grievance replies and a copy of the collective agreement five (5) days prior to the mediation.

Rules Applicable to Grievance Mediation

- Rules of evidence do not apply and proceedings are informal; the grievor and management respondent participate in the process.
- Any document provided prior to, or during the mediation will be returned to the issuing party at the end of the mediation.
- Unless the parties agree otherwise, settlements reached at mediation will not be considered a precedent and will not be raised in support of any future case.
- Anything said, or done at any mediation cannot be used against a party in any subsequent arbitration.
- If no settlement is reached, the parties may proceed to arbitration.
- A mediator cannot serve as the arbitrator should the case be referred to arbitration and is not a compellable witness in that arbitration or any hearing on the matter by the Labour Relations Board.
- No transcript or record of the mediation is kept by the mediator other than that the mediation occurred, when, where, as well as the parties, the issue in dispute and whether settlement was achieved.
- If there is no settlement, the mediator will provide an advisory opinion as to the likely outcome, if the matter is advanced to arbitration given precedent and arbitral norms.
- The parties to the mediation will have the authority to conclude a settlement at the mediation.
- Attendees to the mediation include the grievor, the manager respondent, the local steward, the ministry labour relations advisor and the spokesperson for union and management. Additional persons may attend by mutual consent.

- Mediation will normally occur at the worksite or at the union or employer's premises. The parties will jointly share the costs of mediation.

Grievance Mediation Process

- Brief introduction to the grievance mediation process, by the mediator (concept, process, ground rules, questions).
- Mediator presented with a joint statement of facts prepared in advance of the hearing by the parties.
- Description of Grievance:
 - Party submitting the grievance, normally the union, briefly outlines the circumstances resulting in the grievance. Relevant collective agreement provisions are cited, as well as its position on the matter.
 - The grievor is given the opportunity to make additional comment.
 - The respondent, normally a labour relations representative, provides additional details regarding the circumstances resulting in the grievance, relevant collective agreement provisions and its position on the matter.
 - The manager affected by the grievance is given the opportunity to make additional comment.
 - The mediator may ask additional questions of the parties to obtain clarification on any matter.
- Private Caucus:
 - The parties will be separated. Alternately meeting privately with the parties, the mediator seeks to identify underlying interests, concerns and differences and seeks possible resolutions of the grievance.
 - The mediator will not reveal any information or position given by the parties in confidence without permission; the mediator may advance any position as their private recommendation to either party.
- Reconvening the Parties:
 - Once agreement is reached via private discussions, or no agreement is possible, parties are reconvened by the mediator.
 - If agreement is reached, the terms of settlement are put in writing and signed by the parties.
 - If no agreement is possible, the mediator will orally set out respective positions, points of difference and provide an advisory opinion as to likely outcome if case referred to arbitration.

- Allowable Time Limit:
 - Normally three (3) hours; an extension of up to one (1) hour will be allowed by joint agreement of the parties.
 - The mediator may call a halt to mediation where it appears resolution is not likely.

ii. **EXPEDITED ARBITRATION**

- By mutual agreement, the procedures may be used after Step 2 of the grievance procedure, or following unsuccessful mediation.

Grievances Appropriate For Expedited Arbitration

- Unless otherwise agreed by the parties, only grievances that seek an individual settlement, ie. settlement applies only to the grievor, would not result in a similar claim by other employees, shall have no precedential value and shall not thereafter be referred to by the parties in respect of any other matter in any other setting.
- Concerned with grievances that involve the interpretation and application, or alleged violation, of the collective agreement, eg. grievances that are arbitral.
- Grievance arbitration is appropriate where there is a limited range of solutions, or single solution, to the concern raised in the grievance.

On agreement that a case be expeditiously arbitrated, the parties will draw the Arbitrator by chance from a list mutually agreed by the parties and they will act as a single Arbitrator on the matter. Any Arbitrator must have served as the chairperson of an arbitration board.

Expedited Arbitration Process

- No legal counsel used by either party:

Union: Staff Representative or Elected Officer

Employer: Human Resources
- Documents tabled with Arbitrator:
 - Collective bargaining agreement;
 - Grievance statement and replies;
 - Agreed statement of facts;
 - Any cases that parties intend to rely on (limit five from each);
 - A brief statement of each party's position and argument (one page each); and

- Possibly flowing from above, an agreed statement as to the exact difference that the parties want decided.
- Maximum number of cases to be scheduled in one day are two.
- **Typically, an expedited arbitration proceeding would take three to four hours per case.**
- Procedure guidelines:
 - Documents tabled;
 - Brief opening statement by each of the parties;
 - Witnesses (maximum two per party), examined, cross-examined and questioned by Arbitrator;
 - Final argument (Brown and Beatty, or similar texts may be cited);
 - General rules of evidence are not strictly applied, except rules of "onus";
 - Parties must discuss evidence prior to hearing, in order to expedite the hearing.
 - Once the Arbitrator has indicated the direction of the likely decision, parties may request an adjournment to attempt to work out the exact terms of the resolution (the decision).
 - Arbitrator may attempt to mediate, eg. propose a possible resolution, if the parties agree and if the case has not previously been through the mediation process.
 - Arbitrator may issue a verbal decision immediately. Within three (3) working days a written decision shall be rendered, setting out the reasons which the Arbitrator deems necessary to convey a decision. Decision and reasons are limited to two pages. The decision of the single Arbitrator will be final and binding on the parties.
 - The parties will equally share the cost of fees and expenses of the Arbitrator.
 - The grievor and Manager/Supervisor who are party to the case shall be granted leave with pay to be present at arbitration.
 - The grievance may be removed from the expedited process at any time, prior to the expedited hearing.

iii. **CASE MANAGEMENT**

- The parties may agree to utilize case management after Step 2 of the grievance procedure.
- Processes

- No legal counsel will be used by either party.
- Union Representation: Labour Relations Officer (LRO) and Shop Steward/Negotiating Committee Representative (if required).
- **Grievor (as an observer)**
- Employer Representation: Labour Relations Consultant and Human Resources Consultant (if required).
- Other participants/observers as agreed by the parties.
- The Arbitrator utilized for Case Management will be agreed to by the parties.
- Documents tabled with the Arbitrator:
 - Relevant collective bargaining agreement.
 - Grievance statement and replies.
 - Agreed statement of facts.
 - Other relevant information.
 - Any cases that parties intend to rely on that are unique to Saskatchewan.
(Brown and Beatty, or similar texts may be cited).
 - A Case Management Document reflecting each party's position and argument (typically one to six pages).
 - The exact issue that the parties want decided.
 - The number of cases scheduled in one day will be determined on the complexity of each case.
- Procedure Guidelines:
 - Documents tabled.
 - Presentation of Case Management Document.
 - General rules of evidence are not strictly applied, except rules of "onus".
 - Parties must discuss evidence prior to hearing, in order to expedite the hearing.
 - Arbitrator may propose a possible resolution to the parties prior to issuing an award.
 - The decision of the Arbitrator will be final and binding on the parties.
 - The parties will equally share the cost of fees and expenses of the Arbitrator.

- The grievance may be removed from Case Management Process at any time, prior to the hearing.

iv. **FULL PANEL ARBITRATION**

- Establishment of an Arbitration Board

- An Arbitration Board shall consist of three (3) members appointed in the manner provided in this section.
- Application for an Arbitration Board shall be made to the Employer. The application shall contain the name of the person appointed to the Board by the applicant
- Within ten (10) working days of receiving the notice, the Employer shall furnish the name of their appointee to the applicant.
- Representatives of the Employer, and the Union may attempt to resolve, prior to the arbitration hearing, in a manner they consider fair and equitable.
- The parties, within ten (10) working days of the appointment of the management nominee, shall appoint a third member of the Board who shall be the Chairperson thereof.
- When the parties fail to agree on the appointment of a Chairperson, the Minister of Labour will be requested to appoint a Chairperson.
- Termination arbitrations will be heard and decisions rendered within 120 calendar days, unless otherwise agreed to by the parties.

Proceedings of an Arbitration Board

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

- An Arbitration Board may accept, admit and call for such evidence as in equity and good conscience it thinks fit, whether strictly legal evidence or not.
- Any party to a reference to an Arbitration Board may be represented before the Board by two (2) or fewer than two (2) persons designated by the parties respectively for the purpose, provided that every party appearing by a representative shall be bound by the acts of such representatives.
- If, without good cause shown, any party to a proceeding before an Arbitration Board fails to attend or be represented, the Arbitration Board may proceed as if the party had duly attended or been represented.
- The expenses of the Chairperson of the Board and any other common expenses for such items as hall rental and transcripts, shall be shared equally by both parties.
- The proceedings of an Arbitration Board shall be completed within one (1) year of the appointment of the Chairperson.
- Decisions (Award of an Arbitration Board)
 - The Arbitration Board established under this letter of understanding, shall not have the authority to add, subtract from, or amend any of the provisions of the collective agreement.
 - Subject to the statement above, an Arbitration Board shall have the power to dispose of any grievance involving dismissal or disciplinary action in the following manner:
 - i) by denying the grievance in total;
 - ii) by allowing the grievance in total;
 - iii) by directing a compromise settlement which it deems just and equitable.
 - The decision of the majority of the members of an Arbitration Board, or, where there is no majority decision, the decision of the Chairperson, shall be the decision of the Arbitration Board.

By mutual agreement, the parties may agree to a single Arbitrator.

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

ORIGINAL SIGNED BY:

Rob Anderson
Chair of the Bargaining Unit

ORIGINAL SIGNED BY:

Hannah Gasper
Labour Relations Officer

Date

November 5, 2024

Signed on behalf of:
eHealth

ORIGINAL SIGNED BY:

Stephanie Laberge
Director of Human Resources

ORIGINAL SIGNED BY:

Ben Wihlidal
Saskatchewan Association of
Health Organizations Inc.

Date

November 6, 2024

LETTER OF UNDERSTANDING
98-4
DIVERSITY

Joint Diversity Committee

Both parties shall appoint members to the Joint Diversity Committee who are from the designated groups. The Committee shall be gender balanced and have equal Union and management representation.

The parties agree that the Joint Diversity Committee has ongoing responsibility for the plan that identifies, eliminates and prevents discriminatory policies, practices and barriers. Where barriers are identified, the Diversity Committee shall examine any related policies, procedures and practices to make recommendations for change.

To this end, the Joint Diversity Committee shall facilitate and approve specific strategies to deal with the under-representation of persons of aboriginal ancestry, persons with disabilities, members of visible minority groups, and women in non-traditional occupations.

The diversity committee has responsibility for the development, implementation, monitoring, evaluation and updating of Diversity plans shall have specific strategies to increase the under- representation of the designated groups.

The diversity committees shall keep and provide minutes to their respective parties, including plans for the next year's activities.

The diversity committee or either co-chair shall refer unresolved issues or difficulties to the parties for resolution.

TERMS OF REFERENCE FOR THE JOINT DIVERSITY COMMITTEE

Develop a Diversity Plan which:

- ◆ impacts on all employees and positions;
- ◆ can be implemented without requiring changes to the collective agreement; and
- ◆ contains a structure for plan implementation, evaluation and revision that:
 - involves the Union,
 - ensures ongoing monitoring and evaluation of the plan; and
 - includes realistic goals and time frames.

Provide for input by interested individuals and groups during plan development.

Identify and discuss issues and initiatives and make recommendations for their inclusion in the plan or for further research, analysis and investigation. The issues and initiatives may include, but are not restricted, to the following:

- ◆ educational and awareness programs,
- ◆ support mechanisms,
- ◆ training and development programs,
- ◆ special recruitment and promotional mechanisms, and
- ◆ special accommodations for persons with disabilities.

Conduct research and analysis as is necessary to develop the plan.

The Committee will obtain approval of the plan by the respective parties and will then jointly seek the approval of the Saskatchewan Human Rights Commission.

CRITERIA FOR PROOF OF MEMBERSHIP IN THE DESIGNATED GROUPS

The following defines the criteria for membership for three of the designated groups for the diversity program as approved by the parties to this agreement.

1. Persons with Disabilities are Persons who:

- A) have persistent physical, intellectual, mental, psychiatric, sensory or learning conditions that:
 - i) require a technical device and/or personal support or service which enables such persons to perform essential functions of a job; and/or
 - ii) require some form of accommodation such as extra rest breaks, or time off/leave to obtain treatment as necessary, or modifications to job responsibility, job site or work hours; and
- B) consider themselves, and believe an employer or a potential employer would consider them disadvantaged in finding, retaining or advancing in employment because of that condition.

2. Persons of Aboriginal Ancestry:

- 2.1 'Métis' means an Aboriginal person who self-identifies as Métis, who is distinct from Indian and Inuit, and:

- A) is a descendent of those Métis who received or were entitled to receive land grants and/or Scrip under the provision of *the Manitoba Act, 1870* or *the Dominion Lands Act*, as enacted from time to time; or
- B) a person of Aboriginal descent who is accepted by the Métis Nation and/or Métis Community.

2.2 First Nations Person:

A First Nations person is a person who is registered as an Indian under the *Indian Act* (also referred to as Status or Treaty Indian).

2.3 Non-Status Indian:

Non-Status Indians are Aboriginal people who are not registered under the *Indian Act* but who identify with a First Nations or Inuit community culturally or linguistically.

3. Visible Minority Persons:

Members of visible minority groups means persons who are, because of their race or colour, in a visible minority in Canada.

CHALLENGES TO DECLARATIONS OF SELF-IDENTIFICATION

Challenges to a declaration of self-identification, as a member of a designated group shall be made within thirty (30) days of commencement of employment in the position.

Challenges to declarations of self-identification shall be made in writing Human Resource who will notify the co-chairs of the Joint Diversity Committee.

Persons who are challenged shall provide documentation of proof as a member of a designated group to Human Resource.

Human Resources Service Team shall examine documentation and render a decision and notify the co-chairs of the Joint Diversity Committee.

NON-TRADITIONAL SGEU OCCUPATIONS FOR WOMEN

These occupations are occupations where female representation is less than 45% of the workforce.

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

ORIGINAL SIGNED BY:

Rob Anderson
Chair of the Bargaining Unit

ORIGINAL SIGNED BY:

Hannah Gasper
Labour Relations Officer

Date

November 5, 2024

Signed on behalf of:
eHealth

ORIGINAL SIGNED BY:

Stephanie Laberge
Director of Human Resources

ORIGINAL SIGNED BY:

Ben Wihlidal
Saskatchewan Association of
Health Organizations Inc.

Date

November 6, 2024

LETTER OF UNDERSTANDING

98-6

TERMS OF REFERENCE FOR MODIFIED WORK PATTERN

1. When the work pattern is established pursuant to Article 9.3.5.2 (Modified Work Pattern-In Excess of 8 Hours/Day) of the Collective Agreement, the administration of some benefits has to be modified. The principle underlying the modification is that the benefits previously based on a "day" or "week" are converted to hours and produce the same level of benefits in terms of hours as they would have if the work week had not been modified. This results in no additional benefit costs to the employer and neither losses nor gains in benefits to the employee.
2. The following states how this principle is to be applied with the administration of a number of benefits but may not be exhaustive.
 - 2.1 Pay - Employees will continue to receive their normal bi-weekly salary as per Pay Schedule 1 on their normal pay dates set out in the Collective Agreement, subject to any adjustments required by the modified hours of work pattern.
 - 2.2 There is no change in the administration of Articles of the Collective Agreement dealing with probation, seniority, annual increments, severance pay and notice of termination, demotion or resignation.
 - 2.3 OVERTIME
 - 2.3.1 Daily Overtime - In accordance with Articles 11.1 (Hourly Rates), 11.2 (Overtime Must Be Authorized), 11.4.1 (On Regular Work Day) and 11.4.2 (On Assigned Day of Rest) of the Collective Agreement.
 - 2.3.2 All authorized hours worked in excess of the number of hours to be worked at straight time in the averaging period shall be paid at time and one-half. In calculating this averaging period overtime, daily overtime hours shall be deducted from total hours worked.
 - 2.3.2.1 An employee who commences employment in a modified work pattern arrangement on a day other than the first day of the averaging period shall have a work pattern established on the basis of his maximum number of straight time hours equaling 8 times the number of working days remaining in the averaging period less 8 times the number of designated holidays and earned days off occurring in the averaging period.
 - 2.3.2.2 An employee who terminates employment from a modified work pattern arrangement on a day other than the last day of the averaging period shall have the number of straight time hours which should have been worked reconciled on the basis of 8 times the number of working days which occurred in the averaging period less 8 times the number of designated holidays and earned days off in the averaging period prior to the date of termination.

2.4 Shift Differential - Per Article 15.12 (Shift Differential) of the Collective Agreement provided that 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 week.

2.5 HOLIDAYS

2.5.1 Designated Holidays

2.5.2. Note: In Article 9.3.5.2.A) 1 of the Collective Agreement, the number of hours to be worked straight time in the averaging period was reduced by eight (8) hours for each designated holiday falling in the averaging period.

2.5.3 Working on a designated holiday - payment for working on a designated holiday is provided for by 2.3.2 of this letter of understanding. The provision of Article 13.2.1 (Employee Required to Work on a Designated Holiday) of the collective agreement shall not apply. Article 13.2.2 (Overtime Work) of the Collective Agreement shall apply.

2.6 Vacation - For the administration of Article 16.1 (Service for Vacation) of the Collective Agreement the following shall apply:

1 1/4 days	= 10 hours
15 days =	120 hours
1 2/3 days	= 13 1/3 hours
20 days =	160 hours
2 1/12 days	= 16 2/3 hours
25 days =	200 hours
2 1/2 days	= 20 hours
30 days =	240 hours

Vacation usage shall be charged on the basis of one hour for each hour scheduled to work under the modified work pattern.

2.7 Sick Leave and Pressing Necessity - Article 17.3 (Sick Leave Eligibility) of the Collective Agreement shall be administered on the following basis:

- (i) For purposes of crediting, earning and present accumulation of sick leave shall be converted to hours on the basis of one day equals eight (8) hours.
- (ii) For purpose of using sick leave, charges shall be made on the basis of one hour for each hour of sick leave or pressing necessity on which the employee was scheduled to work.

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

ORIGINAL SIGNED BY:

Rob Anderson
Chair of the Bargaining Unit

ORIGINAL SIGNED BY:

Hannah Gasper
Labour Relations Officer

Date

November 5, 2024

Signed on behalf of:
eHealth

ORIGINAL SIGNED BY:

Stephanie Laberge
Director of Human Resources

ORIGINAL SIGNED BY:

Ben Wihlidal
Saskatchewan Association of
Health Organizations Inc.

Date

November 6, 2024

LETTER OF UNDERSTANDING #98-10

BETWEEN

EHEALTH

AND

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

RE: SUPPLEMENTED SALARY RANGES (SSR)

In accordance with article 14.1.6 of the collective agreement, the attached Appendix 1 lists the supplemented salary ranges agreed to be effective date of signing.

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

Signed on behalf of:
eHealth

ORIGINAL SIGNED BY:

Rob Anderson
Chair of the Bargaining Unit

ORIGINAL SIGNED BY:

Stephanie Laberge
Director of Human Resources

ORIGINAL SIGNED BY:

Hannah Gasper
Labour Relations Officer

ORIGINAL SIGNED BY:

Ben Wihlidal
Saskatchewan Association of
Health Organizations Inc.

Date

November 5, 2024

Date

November 6, 2024

**Supplemented Salary Ranges
(Effective date of signing)**

The attached rates are in accordance with subject to article 14.1.6 of the collective bargaining agreement and replace the rates previously noted in Letter of Understanding #98-10.

2022 Supplemented Salary Ranges

2022

Occupation Group CHT Program Consultation - Health Transition Consultant		Supplemented Salary Range		Regular Range	
Level		October 1, 2022 Minimum	October 1, 2022 Maximum	October 1, 2022 Minimum	October 1, 2022 Maximum
11		\$43.541	\$52.987	\$38.440	\$48.169
12		\$47.894	\$58.289	\$42.283	\$52.988
Occupation Group FAT Finance and Revenue - Accountant		Supplemented Salary Range		Regular Range	
Level		October 1, 2022 Minimum	October 1, 2022 Maximum	October 1, 2022 Minimum	October 1, 2022 Maximum
8		\$31.770	\$39.809	\$28.876	\$36.189
9		\$34.313	\$42.993	\$31.767	\$39.809
10		\$37.057	\$46.432	\$34.945	\$43.789
11		\$40.020	\$50.147	\$38.440	\$48.169
Occupation Group FAU Finance and Revenue - Auditor		Supplemented Salary Range		Regular Range	
Level		October 1, 2022 Minimum	October 1, 2022 Maximum	October 1, 2022 Minimum	October 1, 2022 Maximum
10		\$43.132	\$52.550	\$34.945	\$43.789
11		\$45.721	\$55.635	\$38.440	\$48.169
12		\$48.465	\$58.974	\$42.283	\$52.988
Occupation Group FTA Finance and Revenue - Tax Auditor		Supplemented Salary Range		Regular Range	
Level		October 1, 2022 Minimum	October 1, 2022 Maximum	October 1, 2022 Minimum	October 1, 2022 Maximum
7		\$33.078	\$40.245	\$26.738	\$33.509
8		\$35.062	\$42.660	\$28.876	\$36.189
9		\$37.164	\$45.218	\$31.767	\$39.809
10		\$39.394	\$47.930	\$34.945	\$43.789
11		\$41.758	\$50.807	\$38.440	\$48.169
12		\$44.265	\$53.856	\$42.283	\$52.988
Occupation Group HWN Human Services - Nurse		Supplemented Salary Range		Regular Range	
Level		October 1, 2022 Minimum	October 1, 2022 Maximum	October 1, 2022 Minimum	October 1, 2022 Maximum
9		\$44.374	\$53.986	\$31.767	\$39.809
10		\$47.036	\$57.224	\$34.945	\$43.789
11		\$49.858	\$60.657	\$38.440	\$48.169

12	\$52.849	\$64.297	\$42.283	\$52.988
13	\$56.021	\$68.156	\$46.511	\$58.286
Occupation Group ROY Inspection and Regulatory - Occupational Hygienist	Supplemented Salary Range		Regular Range	
Level	October 1, 2022 Minimum	October 1, 2022 Maximum	October 1, 2022 Minimum	October 1, 2022 Maximum
12	\$46.511	\$58.286	\$42.283	\$52.988
Occupation Group SCA Science and Technology - Configuration Analyst	Supplemented Salary Range		Regular Range	
Level	October 1, 2022 Minimum	October 1, 2022 Maximum	October 1, 2022 Minimum	October 1, 2022 Maximum
8	\$33.678	\$41.003	\$28.876	\$36.189
9	\$36.721	\$44.702	\$31.767	\$39.809
10	\$40.044	\$48.737	\$34.945	\$43.789
11	\$43.666	\$53.129	\$38.440	\$48.169
12	\$47.617	\$57.970	\$42.283	\$52.988
13	\$51.926	\$63.182	\$46.511	\$58.286
Occupation Group SFP Science and Technology - Facilities Planner	Supplemented Salary Range		Regular Range	
Level	October 1, 2022 Minimum	October 1, 2022 Maximum	October 1, 2022 Minimum	October 1, 2022 Maximum
11	\$44.244	\$53.852	\$38.440	\$48.169
12	\$48.671	\$59.241	\$42.283	\$52.988
Occupation Group SGI Science and Technology - Graphical Information System Analyst	Supplemented Salary Range		Regular Range	
Level	October 1, 2022 Minimum	October 1, 2022 Maximum	October 1, 2022 Minimum	October 1, 2022 Maximum
6	\$26.970	\$32.828	\$24.758	\$31.028
7	\$29.134	\$35.451	\$26.738	\$33.509
8	\$33.678	\$41.003	\$28.876	\$36.189
9	\$36.721	\$44.702	\$31.767	\$39.809
10	\$40.044	\$48.737	\$34.945	\$43.789
11	\$43.666	\$53.129	\$38.440	\$48.169
12	\$47.617	\$57.970	\$42.283	\$52.988
13	\$51.926	\$63.182	\$46.511	\$58.286
Occupation Group SID Science and Technology - Information/Data Analyst	Supplemented Salary Range		Regular Range	
Level	October 1, 2022 Minimum	October 1, 2022 Maximum	October 1, 2022 Minimum	October 1, 2022 Maximum
8	\$33.678	\$41.003	\$28.876	\$36.189
9	\$36.721	\$44.702	\$31.767	\$39.809
10	\$40.044	\$48.737	\$34.945	\$43.789
11	\$43.666	\$53.129	\$38.440	\$48.169
12	\$47.617	\$57.970	\$42.283	\$52.988
13	\$51.926	\$63.182	\$46.511	\$58.286

Occupation Group SIT Science and Technology - Information Technology Analyst	Supplemented Salary Range		Regular Range	
Level	October 1, 2022 Minimum	October 1, 2022 Maximum	October 1, 2022 Minimum	October 1, 2022 Maximum
6	\$26.970	\$32.828	\$24.758	\$31.028
7	\$29.134	\$35.451	\$26.738	\$33.509
8	\$33.678	\$41.003	\$28.876	\$36.189
9	\$36.721	\$44.702	\$31.767	\$39.809
10	\$40.044	\$48.737	\$34.945	\$43.789
11	\$43.666	\$53.129	\$38.440	\$48.169
12	\$47.617	\$57.970	\$42.283	\$52.988
13	\$51.926	\$63.182	\$46.511	\$58.286
Occupation Group SLS Science and Technology - Lab Scientist	Supplemented Salary Range		Regular Range	
Level	October 1, 2022 Minimum	October 1, 2022 Maximum	October 1, 2022 Minimum	October 1, 2022 Maximum
10	\$39.385	\$47.918	\$34.945	\$43.789
11	\$42.144	\$51.274	\$38.440	\$48.169
12	\$45.095	\$54.864	\$42.283	\$52.988
13	\$47.798	\$59.900	\$46.511	\$58.286
Occupation Group SLT Science and Technology - Lab Technologist	Supplemented Salary Range		Regular Range	
Level	October 1, 2022 Minimum	October 1, 2022 Maximum	October 1, 2022 Minimum	October 1, 2022 Maximum
7	\$32.153	\$39.116	\$26.738	\$33.509
8	\$34.404	\$41.853	\$28.876	\$36.189
9	\$36.808	\$44.784	\$31.767	\$39.809
10	\$39.385	\$47.918	\$34.945	\$43.789
11	\$42.144	\$51.274	\$38.440	\$48.169
12	\$45.095	\$54.864	\$42.283	\$52.988
Occupation Group SPH Science and Technology - Pharmacist	Supplemented Salary Range		Regular Range	
Level	October 1, 2022 Minimum	October 1, 2022 Maximum	October 1, 2022 Minimum	October 1, 2022 Maximum
10	\$48.133	\$58.577	\$34.945	\$43.789
11	\$51.018	\$62.090	\$38.440	\$48.169
12	\$54.081	\$65.815	\$42.283	\$52.988
13	\$57.324	\$69.765	\$46.511	\$58.286

2023 Supplemented Salary Ranges

2023

Occupation Group CHT Program Consultation - Health Transition Consultant		Supplemented Salary Range		Regular Range	
Level		October 1, 2023 Minimum	October 1, 2023 Maximum	October 1, 2023 Minimum	October 1, 2023 Maximum
11		\$44.848	\$54.577	\$39.593	\$49.614
12		\$49.331	\$60.038	\$43.552	\$54.578
Occupation Group FAT Finance and Revenue - Accountant		Supplemented Salary Range		Regular Range	
Level		October 1, 2023 Minimum	October 1, 2023 Maximum	October 1, 2023 Minimum	October 1, 2023 Maximum
8		\$32.723	\$41.004	\$29.742	\$37.274
9		\$35.342	\$44.282	\$32.720	\$41.004
10		\$38.168	\$47.825	\$35.993	\$45.103
11		\$41.221	\$51.652	\$39.593	\$49.614
Occupation Group FAU Finance and Revenue - Auditor		Supplemented Salary Range		Regular Range	
Level		October 1, 2023 Minimum	October 1, 2023 Maximum	October 1, 2023 Minimum	October 1, 2023 Maximum
10		\$44.426	\$54.126	\$35.993	\$45.103
11		\$47.093	\$57.304	\$39.593	\$49.614
12		\$49.919	\$60.744	\$43.552	\$54.578
Occupation Group FTA Finance and Revenue - Tax Auditor		Supplemented Salary Range		Regular Range	
Level		October 1, 2023 Minimum	October 1, 2023 Maximum	October 1, 2023 Minimum	October 1, 2023 Maximum
7		\$34.070	\$41.453	\$27.541	\$34.515
8		\$36.114	\$43.940	\$29.742	\$37.274
9		\$38.279	\$46.575	\$32.720	\$41.004
10		\$40.576	\$49.368	\$35.993	\$45.103
11		\$43.011	\$52.332	\$39.593	\$49.614
12		\$45.593	\$55.472	\$43.552	\$54.578
Occupation Group HWN Human Services - Nurse		Supplemented Salary Range		Regular Range	
Level		October 1, 2023 Minimum	October 1, 2023 Maximum	October 1, 2023 Minimum	October 1, 2023 Maximum
9		\$45.706	\$55.606	\$32.720	\$41.004
10		\$48.447	\$58.941	\$35.993	\$45.103
11		\$51.353	\$62.476	\$39.593	\$49.614
12		\$54.435	\$66.226	\$43.552	\$54.578
13		\$57.701	\$70.200	\$47.907	\$60.034

Occupation Group ROY Inspection and Regulatory - Occupational Hygienist	Supplemented Salary Range		Regular Range	
Level	October 1, 2023 Minimum	October 1, 2023 Maximum	October 1, 2023 Minimum	October 1, 2023 Maximum
12	\$47.907	\$60.034	\$43.552	\$54.578
Occupation Group SCA Science and Technology - Configuration Analyst	Supplemented Salary Range		Regular Range	
Level	October 1, 2023 Minimum	October 1, 2023 Maximum	October 1, 2023 Minimum	October 1, 2023 Maximum
8	\$34.688	\$42.233	\$29.742	\$37.274
9	\$37.823	\$46.043	\$32.720	\$41.004
10	\$41.246	\$50.199	\$35.993	\$45.103
11	\$44.976	\$54.723	\$39.593	\$49.614
12	\$49.045	\$59.709	\$43.552	\$54.578
13	\$53.484	\$65.077	\$47.907	\$60.034
Occupation Group SFP Science and Technology - Facilities Planner	Supplemented Salary Range		Regular Range	
Level	October 1, 2023 Minimum	October 1, 2023 Maximum	October 1, 2023 Minimum	October 1, 2023 Maximum
11	\$45.572	\$55.467	\$39.593	\$49.614
12	\$50.132	\$61.018	\$43.552	\$54.578
Occupation Group SGI Science and Technology - Graphical Information System Analyst	Supplemented Salary Range		Regular Range	
Level	October 1, 2023 Minimum	October 1, 2023 Maximum	October 1, 2023 Minimum	October 1, 2023 Maximum
6	\$27.779	\$33.813	\$25.500	\$31.959
7	\$30.008	\$36.514	\$27.541	\$34.515
8	\$34.688	\$42.233	\$29.742	\$37.274
9	\$37.823	\$46.043	\$32.720	\$41.004
10	\$41.246	\$50.199	\$35.993	\$45.103
11	\$44.976	\$54.723	\$39.593	\$49.614
12	\$49.045	\$59.709	\$43.552	\$54.578
13	\$53.484	\$65.077	\$47.907	\$60.034
Occupation Group SID Science and Technology - Information/Data Analyst	Supplemented Salary Range		Regular Range	
Level	October 1, 2023 Minimum	October 1, 2023 Maximum	October 1, 2023 Minimum	October 1, 2023 Maximum
8	\$34.688	\$42.233	\$29.742	\$37.274
9	\$37.823	\$46.043	\$32.720	\$41.004
10	\$41.246	\$50.199	\$35.993	\$45.103
11	\$44.976	\$54.723	\$39.593	\$49.614
12	\$49.045	\$59.709	\$43.552	\$54.578

13	\$53.484	\$65.077	\$47.907	\$60.034
Occupation Group SIT Science and Technology - Information Technology Analyst	Supplemented Salary Range		Regular Range	
Level	October 1, 2023 Minimum	October 1, 2023 Maximum	October 1, 2023 Minimum	October 1, 2023 Maximum
6	\$27.779	\$33.813	\$25.500	\$31.959
7	\$30.008	\$36.514	\$27.541	\$34.515
8	\$34.688	\$42.233	\$29.742	\$37.274
9	\$37.823	\$46.043	\$32.720	\$41.004
10	\$41.246	\$50.199	\$35.993	\$45.103
11	\$44.976	\$54.723	\$39.593	\$49.614
12	\$49.045	\$59.709	\$43.552	\$54.578
13	\$53.484	\$65.077	\$47.907	\$60.034
Occupation Group SLS Science and Technology - Lab Scientist	Supplemented Salary Range		Regular Range	
Level	October 1, 2023 Minimum	October 1, 2023 Maximum	October 1, 2023 Minimum	October 1, 2023 Maximum
10	\$40.567	\$49.356	\$35.993	\$45.103
11	\$43.409	\$52.812	\$39.593	\$49.614
12	\$46.448	\$56.510	\$43.552	\$54.578
13	\$49.232	\$61.697	\$47.907	\$60.034
Occupation Group SLT Science and Technology - Lab Technologist	Supplemented Salary Range		Regular Range	
Level	October 1, 2023 Minimum	October 1, 2023 Maximum	October 1, 2023 Minimum	October 1, 2023 Maximum
7	\$33.117	\$40.290	\$27.541	\$34.515
8	\$35.436	\$43.109	\$29.742	\$37.274
9	\$37.912	\$46.128	\$32.720	\$41.004
10	\$40.567	\$49.356	\$35.993	\$45.103
11	\$43.409	\$52.812	\$39.593	\$49.614
12	\$46.448	\$56.510	\$43.552	\$54.578
Occupation Group SPH Science and Technology - Pharmacist	Supplemented Salary Range		Regular Range	
Level	October 1, 2023 Minimum	October 1, 2023 Maximum	October 1, 2023 Minimum	October 1, 2023 Maximum
10	\$49.577	\$60.334	\$35.993	\$45.103
11	\$52.549	\$63.953	\$39.593	\$49.614
12	\$55.704	\$67.790	\$43.552	\$54.578
13	\$59.043	\$71.858	\$47.907	\$60.034

2024 Supplemented Salary Ranges

2024

Occupation Group CHT Program Consultation - Health Transition Consultant		Supplemented Salary Range		Regular Range	
Level		October 1, 2024 Minimum	October 1, 2024 Maximum	October 1, 2024 Minimum	October 1, 2024 Maximum
11		\$45.597	\$55.488	\$40.254	\$50.442
12		\$50.155	\$61.040	\$44.279	\$55.489
Occupation Group FAT Finance and Revenue - Accountant		Supplemented Salary Range		Regular Range	
Level		October 1, 2024 Minimum	October 1, 2024 Maximum	October 1, 2024 Minimum	October 1, 2024 Maximum
8		\$33.270	\$41.688	\$30.239	\$37.897
9		\$35.933	\$45.022	\$33.266	\$41.688
10		\$38.806	\$48.623	\$36.594	\$45.856
11		\$41.909	\$52.514	\$40.254	\$50.442
Occupation Group FAU Finance and Revenue - Auditor		Supplemented Salary Range		Regular Range	
Level		October 1, 2024 Minimum	October 1, 2024 Maximum	October 1, 2024 Minimum	October 1, 2024 Maximum
10		\$45.168	\$55.030	\$36.594	\$45.856
11		\$47.879	\$58.261	\$40.254	\$50.442
12		\$50.752	\$61.758	\$44.279	\$55.489
Occupation Group FTA Finance and Revenue - Tax Auditor		Supplemented Salary Range		Regular Range	
Level		October 1, 2024 Minimum	October 1, 2024 Maximum	October 1, 2024 Minimum	October 1, 2024 Maximum
7		\$34.639	\$42.145	\$28.001	\$35.091
8		\$36.717	\$44.674	\$30.239	\$37.897
9		\$38.918	\$47.353	\$33.266	\$41.688
10		\$41.253	\$50.193	\$36.594	\$45.856
11		\$43.729	\$53.206	\$40.254	\$50.442
12		\$46.354	\$56.398	\$44.279	\$55.489
Occupation Group HWN Human Services - Nurse		Supplemented Salary Range		Regular Range	
Level		October 1, 2024 Minimum	October 1, 2024 Maximum	October 1, 2024 Minimum	October 1, 2024 Maximum
9		\$46.469	\$56.535	\$33.266	\$41.688
10		\$49.256	\$59.925	\$36.594	\$45.856
11		\$52.211	\$63.520	\$40.254	\$50.442
12		\$55.344	\$67.332	\$44.279	\$55.489
13		\$58.665	\$71.373	\$48.707	\$61.037

Occupation Group ROY Inspection and Regulatory - Occupational Hygienist	Supplemented Salary Range		Regular Range	
Level	October 1, 2024 Minimum	October 1, 2024 Maximum	October 1, 2024 Minimum	October 1, 2024 Maximum
12	\$48.707	\$61.037	\$44.279	\$55.489
Occupation Group SCA Science and Technology - Configuration Analyst	Supplemented Salary Range		Regular Range	
Level	October 1, 2024 Minimum	October 1, 2024 Maximum	October 1, 2024 Minimum	October 1, 2024 Maximum
8	\$35.267	\$42.938	\$30.239	\$37.897
9	\$38.454	\$46.812	\$33.266	\$41.688
10	\$41.934	\$51.038	\$36.594	\$45.856
11	\$45.727	\$55.637	\$40.254	\$50.442
12	\$49.864	\$60.706	\$44.279	\$55.489
13	\$54.377	\$66.164	\$48.707	\$61.037
Occupation Group SFP Science and Technology - Facilities Planner	Supplemented Salary Range		Regular Range	
Level	October 1, 2024 Minimum	October 1, 2024 Maximum	October 1, 2024 Minimum	October 1, 2024 Maximum
11	\$46.333	\$56.394	\$40.254	\$50.442
12	\$50.969	\$62.037	\$44.279	\$55.489
Occupation Group SGI Science and Technology - Graphical Information System Analyst	Supplemented Salary Range		Regular Range	
Level	October 1, 2024 Minimum	October 1, 2024 Maximum	October 1, 2024 Minimum	October 1, 2024 Maximum
6	\$28.243	\$34.378	\$25.926	\$32.493
7	\$30.509	\$37.124	\$28.001	\$35.091
8	\$35.267	\$42.938	\$30.239	\$37.897
9	\$38.454	\$46.812	\$33.266	\$41.688
10	\$41.934	\$51.038	\$36.594	\$45.856
11	\$45.727	\$55.637	\$40.254	\$50.442
12	\$49.864	\$60.706	\$44.279	\$55.489
13	\$54.377	\$66.164	\$48.707	\$61.037
Occupation Group SID Science and Technology - Information/Data Analyst	Supplemented Salary Range		Regular Range	
Level	October 1, 2024 Minimum	October 1, 2024 Maximum	October 1, 2024 Minimum	October 1, 2024 Maximum
8	\$35.267	\$42.938	\$30.239	\$37.897
9	\$38.454	\$46.812	\$33.266	\$41.688
10	\$41.934	\$51.038	\$36.594	\$45.856
11	\$45.727	\$55.637	\$40.254	\$50.442
12	\$49.864	\$60.706	\$44.279	\$55.489

13	\$54.377	\$66.164	\$48.707	\$61.037
Occupation Group SIT Science and Technology - Information Technology Analyst	Supplemented Salary Range		Regular Range	
Level	October 1, 2024 Minimum	October 1, 2024 Maximum	October 1, 2024 Minimum	October 1, 2024 Maximum
6	\$28.243	\$34.378	\$25.926	\$32.493
7	\$30.509	\$37.124	\$28.001	\$35.091
8	\$35.267	\$42.938	\$30.239	\$37.897
9	\$38.454	\$46.812	\$33.266	\$41.688
10	\$41.934	\$51.038	\$36.594	\$45.856
11	\$45.727	\$55.637	\$40.254	\$50.442
12	\$49.864	\$60.706	\$44.279	\$55.489
13	\$54.377	\$66.164	\$48.707	\$61.037
Occupation Group SLS Science and Technology - Lab Scientist	Supplemented Salary Range		Regular Range	
Level	October 1, 2024 Minimum	October 1, 2024 Maximum	October 1, 2024 Minimum	October 1, 2024 Maximum
10	\$41.244	\$50.180	\$36.594	\$45.856
11	\$44.134	\$53.694	\$40.254	\$50.442
12	\$47.223	\$57.454	\$44.279	\$55.489
13	\$50.054	\$62.728	\$48.707	\$61.037
Occupation Group SLT Science and Technology - Lab Technologist	Supplemented Salary Range		Regular Range	
Level	October 1, 2024 Minimum	October 1, 2024 Maximum	October 1, 2024 Minimum	October 1, 2024 Maximum
7	\$33.671	\$40.963	\$28.001	\$35.091
8	\$36.028	\$43.829	\$30.239	\$37.897
9	\$38.545	\$46.898	\$33.266	\$41.688
10	\$41.244	\$50.180	\$36.594	\$45.856
11	\$44.134	\$53.694	\$40.254	\$50.442
12	\$47.223	\$57.454	\$44.279	\$55.489
Occupation Group SPH Science and Technology - Pharmacist	Supplemented Salary Range		Regular Range	
Level	October 1, 2024 Minimum	October 1, 2024 Maximum	October 1, 2024 Minimum	October 1, 2024 Maximum
10	\$50.404	\$61.341	\$36.594	\$45.856
11	\$53.427	\$65.021	\$40.254	\$50.442
12	\$56.634	\$68.922	\$44.279	\$55.489
13	\$60.030	\$73.058	\$48.707	\$61.037

LETTER OF UNDERSTANDING
#98-12
MAINTENANCE OF THE CLASSIFICATION PLAN

SECTION A: MAINTENANCE OF THE CLASS PLAN

Whereas the parties to this agreement are committed to the principle of equal pay for work of equal value job evaluation and recognize that systemic discrimination may occur in the process of evaluating jobs, the parties mutually commit to the following purposes, principles and values in relation to the maintenance of the joint equal pay for work of equal value job evaluation plan:

A. Definitions

Equal pay for work of equal value is deemed to be achieved when the employer adjusts its compensation practices so that all employees are assigned to a schedule of pay with the same maximum hourly rate of pay as other employees performing work of equal, or comparable value.

"Comparable value" means a range of points within a point rating job evaluation plan that is determined, through a joint union management process, to be worth the same maximum hourly rate of pay.

Comparable value is determined through the composite of factors in the plan which measure skill, effort, responsibility and working conditions. These factors are written such that their content does not incorporate gender, or other bias.

"Job Evaluation Plan", or classification plan for the purpose of this agreement shall mean the job evaluation plan for employees.

"Comparative descriptions" (CD) are practical examples of work which provide the standards for how the level definitions within each job evaluation factor are to be interpreted and applied.

B. Purposes

1. To provide equitable, classification treatment within the bargaining unit;
2. To evaluate jobs, not people, nor performance;
3. To ensure compliance with relevant government legislation and policy.

C. Principles and values

1. Equal pay for work of equal or comparable value:
 - Job evaluation factors established measure skill, effort, responsibility, and working conditions.

- Factors are generic, capable of measuring all aspects of work, do not measure occupational-specific aspects of work, and are applied to all jobs in the bargaining unit.
- Degree definitions in the factors measure significant differences in work.
- Traditionally undervalued characteristics of work are made visible through the comparative descriptions.
- Persons evaluating jobs be trained in bias awareness and proper application of the plan.
- Persons evaluating jobs must not have a vested interest in the outcome.

2. Employment rights:

- Employees have a right to know what their duties and responsibilities are and what the corresponding salary range is for that set of duties.
- The employer has the right to assign duties and responsibilities to ensure the mandate of the organization is achieved.
- In the event of changes in duties and responsibilities the employee has a right to know how their job is affected and permanent employees have a right to request a review of such changes.

3. The right to due process:

- Job evaluation factors and comparative descriptions will be available electronically.
- Appeal mechanisms shall exist to examine, substantiate, authenticate and adjudicate decisions and shall function in a manner that maintains the integrity of the job evaluation plan.
- Bias is addressed through consistent plan application, consultant and appeal panel education, removal of vested interest decision-making, maintaining up-to-date comparative descriptions and notes to raters and through disclosure of rationale.
- Processes established in this regard work towards:
 - Clarity in job assignments.
 - Integrity in describing work.

D. No Discrimination

In the application of the classification plan, there is no discrimination in pay where a pay difference is the result of:

1. A temporary training, or development assignment which is equally available to male and female employees and leads to career advancement for those involved in the program, or assignment.
2. Any personnel practice where a job is downgraded and the incumbent retains a rate above maximum of the newly assigned range.
3. A skills shortage that is causing inflation in pay for an occupation because the employer is encountering difficulties in recruiting and/or retaining employees with the requisite skills.
4. Changes in job assignments.

E. Maintenance Committee

1. The parties will maintain a joint union-management class plan committee, members to serve a minimum of two (2) year terms; ½ of the committee shall be replaced every 2 years.
2. The composition of this committee shall be:
 - 50% union and 50% management, selected by their respective party.
 - A minimum of two (2) members of the Union and two (2) members of management chosen by their respective parties.
3. This committee shall be co-chaired by a member of the SGEU and by a member of Management.
4. This committee shall operate by consensus; the committee shall meet a minimum of twice annually.
5. The members of this committee shall be trained in equal pay for work of equal value principles.
6. That the role and authority of this committee shall be:
 - A. To jointly approve job description forms.
 - B. To develop and maintain an educational program regarding the principles of the plan.
 - C. To maintain the Notes to Raters through addition, or deletion of content.

- D. To require a sample of classification decisions for audit. The committee shall determine what process is to be used for this audit. The result of the audit shall be reported to the Committee.
- E. To determine the training of the Joint Classification Appeal Panels required for its members, conflict of interest guidelines and audit of Classification Joint Council decisions for consistency in plan application.

F. Authority to Classify

Prior to being authorized to independently classify jobs, persons performing job evaluation duties will complete a training program established by the Maintenance Committee and demonstrate practical competence in application of the plan.

Only persons approved by the Employer shall be authorized to sign off the classification level of any job within the plan. Such persons shall have the authority to ascertain the duties and responsibilities of any job within the bargaining unit and allocate it within the job evaluation plan.

G. Policies

Factors:

- The *Notes to Raters* are to be applied when evaluating jobs. Classification decisions established in violation of *Notes to Raters* are considered to be in error and shall be re-evaluated.
- Errors in application of factors are not precedent setting.

Comparative Descriptions:

Comparative descriptions may be deleted from the plan, added to the plan, or modified through joint agreement and through joint process at any time.

- The ratings of comparative descriptions cannot be changed or adjusted, except by the Joint Plan Maintenance Committee.
- Comparative descriptions are the only allowable position comparisons for appeal hearings.

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

ORIGINAL SIGNED BY:

Rob Anderson
Chair of the Bargaining Unit

ORIGINAL SIGNED BY:

Hannah Gasper
Labour Relations Officer

Date

November 5, 2024

Signed on behalf of:
eHealth

ORIGINAL SIGNED BY:

Stephanie Laberge
Director of Human Resources

ORIGINAL SIGNED BY:

Ben Wihlidal
Saskatchewan Association of
Health Organizations Inc.

Date

November 6, 2024

**LETTER OF UNDERSTANDING
TEMPORARY ASSIGNMENT OF HIGHER DUTIES
(TAHD) – 12.1**

The parties agree that normally TAHD will be assigned to the most senior qualified employee in the work unit. In the instance where an operational need arises to provide training and development, the Employer may fill the assignment with a junior employee. In this instance the employer commits to providing the rationale to the Union prior to the appointment of the junior employee. The Union may request a meeting to discuss the rationale and raise any concerns.

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

Signed on behalf of:
eHealth

ORIGINAL SIGNED BY:

Rob Anderson
Chair of the Bargaining Unit

ORIGINAL SIGNED BY:

Stephanie Laberge
Director of Human Resources

ORIGINAL SIGNED BY:

Hannah Gasper
Labour Relations Officer

ORIGINAL SIGNED BY:

Ben Wihlidal
Saskatchewan Association of
Health Organizations Inc.

Date

November 5, 2024

Date

November 6, 2024

LETTER OF UNDERSTANDING

In-Scope Merit Staffing

During the term of this agreement, the parties are committed to implementing a merit staffing process for in-scope Level 10 supervisors and Level 11 and above. The parties will monitor both the Public Service and other employers in this regard and develop a process specific to eHealth.

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

Signed on behalf of:
eHealth

ORIGINAL SIGNED BY:

Rob Anderson
Chair of the Bargaining Unit

ORIGINAL SIGNED BY:

Stephanie Laberge
Director of Human Resources

ORIGINAL SIGNED BY:

Hannah Gasper
Labour Relations Officer

ORIGINAL SIGNED BY:

Ben Wihlidal
Saskatchewan Association of
Health Organizations Inc.

Date

November 5, 2024

Date

November 6, 2024

LETTER OF UNDERSTANDING

Classification

During the term of the agreement the Parties may agree to undertake a review of the Classification Plan to assess whether adjustments are appropriate and/or to consider implementation of an alternate Classification Plan. Should the parties agree to adjust or change the current Classification Plan, the Parties shall negotiate a new Letter of Understanding to outline any changes required to the Collective Agreement. The Parties acknowledge changes to the Classification Plan may require negotiation of changes to other related articles in the collective agreement including but not limited to Article 5 Classification, Article 6 Staffing and Letter of Understanding #98-12 MAINTENANCE OF THE CLASSIFICATION PLAN, which would also be included in the new Letter of Understanding outlining changes. The Parties acknowledge the new Letter of understanding and/or adjustment to the Classification Plan and/or implementation of an alternate Classification Plan will be subject to ratification by the Union.

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

Signed on behalf of:
eHealth

ORIGINAL SIGNED BY:

Rob Anderson
Chair of the Bargaining Unit

ORIGINAL SIGNED BY:

Stephanie Laberge
Director of Human Resources

ORIGINAL SIGNED BY:

Hannah Gasper
Labour Relations Officer

ORIGINAL SIGNED BY:

Ben Wihlidal
Saskatchewan Association of
Health Organizations Inc.

Date

November 5, 2024

Date

November 6, 2024

APPENDIX A - Rehabilitation

NOTE: For purposes of review the following rehabilitation bumping articles are numbered to correspond with the position abolishment articles of the collective agreement.

R19.7 Rehabilitation Bumping Provisions

R19.7.1.1 Initiation of Bumping Process for Rehabilitation

The bumping process for rehabilitation shall begin when Phase 1 of the process ends in accordance with Article 24.3.

R19.7.1.2 Notice to Exercise Bumping Rights

- A) The primary focus in identifying bumping options is within the employee's home location.
- B) As closely as possible, bumping is intended to maintain an employee's salary rate and classification level, location, duties and responsibilities, subject to the employee's medical restrictions and incorporating reasonable duty to accommodate.
- C) An employee who intends to exercise his bumping rights shall indicate his intention in writing within five (5) working days of being notified by the employer in writing that the bumping process has commenced. Permanent full-time employees and permanent part-time employees shall provide notice to the Employer.
- D) A permanent employee (permanent full-time, or permanent part-time) who, within the five working days, fails to indicate intent to bump or elects not to bump, shall choose:
 - 1. to go on the appropriate re-employment lists in accordance with 19.6.1.8 the Collective Agreement;
 - 2. to retire, if eligible;
 - 3. to resign and receive severance;
 - 4. access career assistance options;
 - 5. go on indefinite leave of absence without pay at the conclusion of which an employee may elect to:
 - a) resign with severance; or
 - b) retire, if eligible; or

- c) go on lay-off and exercise re-employment rights. Article 24.3 H (salary guarantee) will no longer apply.

R19.7.1.3 Bumping Time Frame and Salary Continuance

Any permanent employee (permanent full-time, or permanent part-time) who fails to retain employment after Phase II has been initiated, shall be paid by the Employer at their previous salary rate and hours, in accordance with Articles H and I of Article 24.3

R19.7.1.4 Acceptance of an Offer of a Position

- A) An employee will have three (3) working days, not including the date of offer, to consider the formal offer of a position made as a result of exercising his bumping rights. If the employee does not accept the offer of the position within the three (3) working days, he will be deemed to have declined the offer.
- B) For permanent full-time, the following shall apply:
 - 1. If an employee does not accept an offer of a position, in the mandatory stage of bumping, they will be deemed to have resigned and, upon exit, will receive severance pay or can access retirement programs currently in place or career assistance.
 - 2. If an employee does not accept an offer at the optional stage, he will be placed on the re-employment list, or may resign and, upon exit, receive severance pay or can access retirement programs currently in place or career assistance.
- C) For permanent part-time employees, the following shall apply:
 - 1. If an employee declines an offer of a position in his own occupation, classification level and work unit, he will be deemed to have resigned and, upon exit, will receive severance pay or can access normal retirement provisions or career assistance.
 - 2. If an employee declines an offer of a position in a lower classification level within his work unit or seniority unit, he will be placed on the re-employment list, or may resign and, upon exit, receive severance pay or can access normal retirement provisions or career assistance.

R19.7.1.5 Time to Adjust in New Position

A permanent employee returning from a prolonged illness, injury or disability, and who assumes a new position through the bumping

provisions, shall be allowed the minimum of the probationary period for that occupation to familiarize himself with the new duties.

If during the familiarization period, the parties determine that the bump was inappropriate, options will be reviewed with the employee and Employer to resolve the issue with the last resort being a return to the bumping process to determine a more appropriate bump.

PERMANENT FULL-TIME EMPLOYEES

R19.7.2.2 Bumping Order

A) The Employer shall determine the occupations and positions to which an employee is qualified to bump, subject to medical restrictions and incorporating the duty to accommodate. Upon written request, the Employer shall supply written rationale for its decision.

B) Bumping rights shall be exercised in the following order within the mandatory and optional stages of the process:

First: A permanent full-time position designated by the Employer as vacant and which meets the employee's medical restrictions;

Second: A permanent part-time or term employee encumbering a vacant Permanent Full-time position which meets the employee's medical restrictions;

Third: An employee on initial probation, with the least service, in a permanent full-time position which meets the employee's medical restrictions;

Fourth: The permanent full-time employee with the least total seniority, in a position which meets the employee's medical restrictions.

R19.7.2.3 Mandatory Bumping Stage

First, in the employee's own occupation at the same classification level, and own locality, which meets the employee's medical restrictions and incorporates the duty to accommodate. If this does not provide an option for the employee, proceed to the optional stage.

R19.7.2.4 Optional Bumping Stage

A) An employee accessing the optional stages of the bumping process shall be offered, if available, a choice of (2) bumping options:

Location Maintenance

In order to maintain an employee's location, an employee will be offered the first available bumping option the Employer has determined the employee to be qualified for, which meets the employee's medical restrictions and incorporates the duty to accommodate. The bumping option will be offered in the following order:

1. to bump within their own locality:
 - i) laterally,
 - ii) downward

Salary Maintenance

In order to maintain an employee's salary as closely as possible, an employee will be offered the first available bumping option the Employer has determined the employee to be qualified for, which meets the employee's medical restrictions and incorporates the duty to accommodate. The bumping option will be offered in the following order:

1. to bump laterally:
2. to bump downward:
 - i) in their own locality;
 - ii) in another locality;

R19.7.2.5 Employee Not Offered a Position

If an employee is not offered a position through the bumping process, Article 24.3 H will continue.

PERMANENT PART-TIME EMPLOYEES

R19.7.4.2 Bumping Order

- A) The Employer shall determine the occupations and permanent part-time positions to which an employee is qualified to bump, subject to medical restrictions and incorporating the duty to accommodate. Bumping shall be exercised first within the employee's own work unit. If the employee is not offered a position in their work unit, then bumping rights may be exercised outside their work unit.

B) Bumping shall be exercised in the following order, subject to medical restrictions:

First: To bump in the employee's own occupation and classification level;

Second: To bump other occupations in the same classification level which they have been deemed qualified for;

Third: To bump downward in other occupations they have been deemed qualified for;

Fourth: If the employee is not offered a position in their work unit, they may proceed to bump outside their work unit.

R19.7.4.3 Employee Not Offered a Position

If an employee is not offered a position through the bumping process, Article 24.3 H will continue.

TERM EMPLOYEES

R19.7.5 Term employees have no bumping rights.

Permanent employees on leave of absence to work in term positions shall revert to their home positions if bumping rights are to be exercised.

SGEU LONG TERM DISABILITY PLAN FACT SHEET

Application Procedure:

- Application packages are available from any SGEU office and at www.sgeu.org.
- Completed application must be sent to the union head office at 1011 Devonshire Drive North, Regina, S4X 2X4, within one year of disability occurrence.
- Applicant is responsible for the payment of any expenses involved in having the initial disability claim form completed by a doctor.

Excess Sick Leave Rebate:

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

Contact:

- SGEU Long Term Disability Plan, 1011 Devonshire Drive North, Regina, Sask., S4X 2X4
- Telephone: 775-7204 (Regina); 1-800-667-5221 ext. 204

SGEU PORTAPLAN LIFE INSURANCE

- Voluntary plan which offers low cost term life insurance, accidental death and dismemberment, and dependent life insurance to union members, spouses and dependent children.
- Members who participate in this Plan may continue their coverage if they change employers or retire, simply by paying their insurance premiums.
- Guarantee Issue Benefit during the period May 1 to July 31, each year, new members are eligible to apply for one unit of \$20,000 term life without a statement of health.
- Term Life Insurance – members and spouses under age 65 up to 25 units of \$20,000.
- Accidental Death and Dismemberment Insurance 25 units of \$20,000 providing it does not exceed the Term Life amount.
- Young Adult Security Insurance – 25 units of \$20,000 at any time up to age 25.

For further information on the Portaplan, contact:

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

SGEU INFORMATION

SGEU eHealth Negotiating Committee

Chairperson: **Rob Anderson**
Vice Chairperson: **Manmeet Singh**
Members: **Stevin Turcotte**
To contact members of the **eHealth** Negotiating Committee **email: ehhealth@sgeu.org**

To contact the Union

Union officials are located as follows:

Regina Office
1011 Devonshire Drive North
Regina S4X 2X4
Telephone: 522-8571 (Regina)
1-800-667-5221 (Toll Free)
FAX: 352-1969
e-mail (general): mis@sgeu.org SGEU website: www.sgeu.org

If a violation of this contract comes to your attention, or you encounter a workplace problem, please contact the Steward in your area for appropriate action. Stewards who need assistance should contact one of the above offices.

Please contact your Steward first.

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and EHEALTH 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 6 day of November, 2024.

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

ORIGINAL SIGNED BY:

Rob Anderson
Chair of the Bargaining Unit

ORIGINAL SIGNED BY:

Manmeet Singh
Vice Chair of the Bargaining Unit

ORIGINAL SIGNED BY:

Stevin Turcotte

ORIGINAL SIGNED BY:

Hannah Gasper
Labour Relations Officer

Signed on behalf of:
eHealth

ORIGINAL SIGNED BY:

Diane Dolney

ORIGINAL SIGNED BY:

Stephanie Laberge

ORIGINAL SIGNED BY:

Angie Reilly-Redler

ORIGINAL SIGNED BY:

Aaron Mula

ORIGINAL SIGNED BY:

Michele Parisone

ORIGINAL SIGNED BY:

Jason Walz

ORIGINAL SIGNED BY:

Nicole Maserek

ORIGINAL SIGNED BY:

Eric Sarauer

ORIGINAL SIGNED BY:

Shervin Rahman

ORIGINAL SIGNED BY:

Ben Wihlidal