



SASKATOON HOUSING AUTHORITY

January 1, 2020 to
December 31, 2022

COLLECTIVE AGREEMENT

SGEU

Saskatchewan Government and General Employees' Union

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

SASKATOON HOUSING AUTHORITY

AND

**SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 2951**

JANUARY 1, 2020 TO DECEMBER 31, 2022

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 24th day of February, 2020.**

between

**SASKATOON HOUSING AUTHORITY
hereinafter referred to as "the Employer"**

PARTY OF THE FIRST PART

and

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

PARTY OF THE SECOND PART

ARTICLE 1 PREAMBLE

Whereas it is the desire of the parties to this collective agreement to maintain the existing harmonious relationship between the Employer and the employees who are now members of the Union, to promote co-operation and understanding between the Employer and the employees, to recognize the value of open communication between the parties, and to promote the morale, well-being and safety of the employees of the Saskatoon Housing Authority, then it is on these principles that the parties to this Agreement do hereby enter into and agree to the following:

ARTICLE 2 DEFINITIONS

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

- 2.1 Labour Relations Officer (LRO) means an employee of SGEU who provides labour representation to all members of SGEU.
- 2.2 Bargaining Unit means all employees as defined under Article 3 Scope in the Collective Agreement.
- 2.3 Employee or Employees means a person to which the terms of this Agreement apply as indicated in Article 3.
- 2.4 Permanent full-time employee means an employee who has successfully completed initial probation, and works full-time in a position, continuing in nature, on a regularly scheduled basis.
- 2.5 Part-time position means a position with less than full-time hours on a weekly basis.
- 2.6 Pay Plan means the scale of wages as contained in Appendix A.

- 2.7 Union means the Saskatchewan Government and General Employees' Union (SGEU) representing the Employees of Saskatoon Housing Authority.
- 2.8 The Parties means the parties to this Agreement (the Employer and the Union).
- 2.9 Employer means the Saskatoon Housing Authority.

ARTICLE 3 SCOPE

- 3.1 The terms of this Agreement shall apply to all employees of the Employer, excluding those employed in the following positions:
- Managers, Operations Assistants, Executive Assistant, Supervisors, Technicians, Program Services Coordinator, summer students and winter relief staff, HVAC mechanics, and supervisory employees within the definition of The Saskatchewan Employment Act.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 The Employer reserves all rights and prerogatives in the management of its business, unless clearly and explicitly granted to the Union by this Agreement.

These rights and prerogatives include, but are not limited to:

- a) The right to plan, direct, and control the Employer's operation; to determine the mode, methods and equipment to carry out the work; and to maintain order and efficiency by establishing and maintaining rules and regulations governing the conduct of the employees. These rules and regulations shall primarily be designated to safeguard the interests of the clients and the efficiency in the Employer's operations.
- b) Determining the location of operations, the method of providing services, equipment to be used and to use new or improved methods and/or equipment; to hire, promote, select, evaluate and lay-off employees; to demote, discipline, suspend, and/or discharge for just cause any employee, provided however that such action may be subject to the grievance procedure.

The parties agree that the enumeration of management's rights as set out shall not exclude other functions not specifically stated. The Employer, therefore, retains all rights not otherwise specifically limited by this agreement.

ARTICLE 5 UNION SECURITY

5.1 Recognition

The Employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees except as excluded in Article 3. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning matters between the employees and the Employer arising out of the collective agreement.

5.2 Union Membership

Every employee who is now or later becomes a member of the Union shall maintain membership in the Union as a condition of the Employee's employment.

Every new employee shall, within 30 days after the commencement of the Employee's employment apply and maintain membership in the Union, as a condition of the Employee's employment.

Notwithstanding paragraphs a) and b), any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of the Employee's employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

5.3 Union Dues

The Employer shall, on behalf of the Union, deduct from the Employee's pay all initiation fees and dues. The Employer shall remit the deductions to the Union at the conclusion of each pay period.

The Employer shall provide, with the dues submission, the name, classification, employment status, hourly wage, and address of each employees.

5.4 New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Membership and Dues.

A representative of the Union Committee shall be given a reasonable period of time during working hours (to a maximum period of thirty minutes) to acquaint new members with the benefits and duties of union membership and the requirement to sign the Union Membership Registration Form.

5.5 Changes to Personal Information

All employees are required to keep the Employer informed of personal changes pertinent to their employment, such as changes in address, phone number, dependents, marital status, and name.

5.6 Non-Discrimination

There shall be no discrimination in the Employer's workplaces by reason of age, gender identity, political activity, religious affiliation, marital status, race, cultural background, sexual orientation, creed, colour, family status, disability, physical size or weight, ancestry, place of origin, receipt of public assistance nor by reason of membership or activity in the Union.

5.7 Harassment and Bullying

The Union and the Employer have a shared interest in preventing harassment and bullying in the workplace promoting a safe, abuse-free working environment, and upholding the philosophy of zero tolerance with respect to harassment/bullying and discrimination in the workplace.

ARTICLE 6 UNION BUSINESS

6.1 Union Representation

The Bargaining Unit shall have reasonable time to have the assistance of representatives of the Saskatchewan Government and General Employees' Union when dealing or negotiating with the Employer. A representative shall have reasonable access to the Employees, during working hours, in order to investigate and assist in settling any grievances.

6.2 Union Functions

All employees have the right to participate fully in the affairs of the Union and in all matters which affect the Union, providing that operational requirements of the workplace shall be met. The Union agrees to provide the Employer with a written request for any Union leaves at least seven (7) calendar days in advance of the date the leave is to commence. The maximum number of employees that the Employer may be able to accommodate for each of the following activities would be limited to three (3). The Employer and the Union may waive notice to Union Leave in emergent circumstances.

- a) That employees shall be granted leave of absence with pay to attend all decision-making Conventions and conferences of the SGEU to which they are delegates.

- b) That the employees elected as Stewards shall be granted leave of absence with pay to attend Union education courses.
- c) That employees elected to office within the Union or to any of the Unions to which SGEU is affiliated may be granted union leave to attend to those duties.

The Union will reimburse the Employer for wages and benefits under (a), (b), and (c) for any Union Leave issued.

Employees shall continue to accumulate seniority and all benefits while on leave of absence under Article 6.2., provided such leave does not exceed a period of three continuous months.

6.3 Without Loss of Pay

The steward(s) shall investigate and process grievances during working hours without loss of pay. All time provided must be approved by the supervisor and shall not be unreasonably denied.

6.4 Names of Stewards

The Chair of the Bargaining Unit shall notify the Employer in writing of the name of each Steward.

ARTICLE 7 GRIEVANCES

In keeping with staff and employer's non-adversarial approach, an earnest effort shall be made by all parties to solve problems before they reach the grievance stage.

7.1 Grievance Definitions

A grievance is defined as any unresolved difference or dispute between the Employer and any employee(s) or the Union pertaining to:

- a) Any matter covered under the provisions of the Collective Agreement such as: terms of employment, conditions of employment, rates of pay, hours of work, or working conditions of any employee or employees.
- b) Any matter involving the interpretation, application, or alleged violation of any provision of the Collective Agreement.

A policy grievance is defined as a dispute involving the interpretation of the Collective Agreement or the application of the Collective Agreement language across the entire membership. A policy grievance may be filed by the Negotiating Committee or the Union.

7.2 **Initiation of Grievances**

The Union and its representatives shall have the right to initiate a grievance on behalf of an employee, or groups of employees.

7.3 **Stewards**

A Steward, when requested by the member(s) of the bargaining unit, shall represent the member(s) during all stages of the grievance, including the investigation, preparation and presentation of the grievance in accordance with the Grievance Procedure.

Stewards may investigate disputes and grievances on work time provided they make appropriate arrangements with the Employer. Their absence shall not unreasonably interfere with the operation of the Employer. Approvals shall not be unreasonably withheld.

7.4 **Permission to Leave Work**

Any employee who feels that they have been aggrieved shall receive permission from the employer to leave work temporarily without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is not possible to leave work immediately due to work requirements other arrangements to deal with the matter on work time shall be made as soon as possible.

A Steward or elected Union Representative shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure. If it is not possible to leave work immediately due to work requirements other arrangements to deal with the matter on work time shall be made as soon as possible.

No employee, Steward, or elected Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.

7.5 **Grievance Procedure**

Problem Resolution (Informal Process)

An employee who has a justifiable complaint may discuss such matters with the immediate supervisor in an effort to resolve the problem. The supervisor shall convene a meeting with the employee within seven (7) calendar days at a time mutually agreed upon. The employee may request the attendance of a shop steward at the meeting.

The supervisor shall provide the decision verbally within seven (7) calendar days of the meeting and the decision shall be presented to the employee and the shop steward (if one was in attendance).

At any stage during the grievance process the time limits may be extended by mutual agreement between the parties.

The grievor(s) and the Steward shall receive leave with pay to attend all grievance meetings with the Employer.

It is agreed that any SGEU Labour Relations Officer may assist at any step of the grievance procedure.

a) Step 1 – Filing a Grievance

- i) A grievance shall be submitted in writing by the Steward or SGEU Labour Relations Officer to the immediate supervisor on behalf of the aggrieved party within 15 calendar days of failure of resolution during the informal process.
- ii) The Employer shall render a decision in writing to the SGEU Labour Relations Officer within 15 calendar days of receipt of the grievance.

b) Step 2 – Meeting with General Manager

- i) Upon receipt of the written decision from Step 1, should no resolve be obtained, the SGEU Labour Relations Officer within fifteen (15) calendar days may request a meeting with the General Manager.
- ii) The meeting shall be scheduled within 15 calendar days of the date of the request. Upon mutual agreement of the parties, additional meetings may be arranged.
- iii) The meeting will include the grievor, Steward if available, the SGEU Labour Relations Officer and the General Manager or his designate.
- iv) Whenever possible the meeting will occur during work hours; neither the grievor, nor the Steward, shall suffer loss of pay for time spent at the meeting.
- v) The meeting will attempt to ascertain the facts and negotiate a resolution.
- vi) If a settlement is not reached at the Step 2 meeting, the General Manager or his designate shall render a decision in writing within 15 calendar days of the meeting.

ARTICLE 8 ARBITRATION

Failing satisfactory settlement of the grievance in Article 7, the matter may be referred to arbitration within fifteen (15) calendar days as follows:

- a) An Arbitrator will be selected by mutual agreement of the parties to the grievance. If agreement cannot be reached between the parties, then either party can apply to the Minister responsible for The Saskatchewan Employment Act to have an Arbitrator appointed.
- b) Once appointed, the Arbitrator, after consultation with the parties to the grievance, shall set a time and place for a hearing on the matter. The Arbitrator shall determine the procedure but shall give full opportunity to the parties to present evidence and make representations.
- c) The Arbitrator shall render a final and binding decision within thirty (30) days of the end of the hearings.
- d) The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the Arbitrator shall have the power to interpret the provisions of this agreement.
- e) Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision.
- f) The fees and expenses of the Arbitrator and any other common expenses shall be shared equally by both parties.

The parties agree to abide by the time limits specified in this Article unless otherwise mutually agreed upon in writing or via e-mail.

ARTICLE 9 DISCIPLINE

9.1 As per Article 4, the Employer has the right to demote, discipline, suspend, and/or discharge employees for just cause.

9.2 Constructive Coaching

The Employer and the Union recognize the difference between discipline and constructive job coaching. Nothing is intended to restrict the Employer's right to counsel employees or to evaluate their work performance.

9.3 **Personnel Records**

The Employer agrees that any disciplinary letters shall not be referenced in subsequent disciplinary actions if a period of two (2) years has elapsed with no instances of discipline imposed on the employee. However, discipline imposed for serious issues such as, but not limited to, harassment or violence, can be referenced beyond the two-year period.

Employees shall have the right to have access to review their personnel record during business hours in a place designated by the Employer.

9.4 **Right to Have a Steward**

When the Employer intends to meet with an employee for disciplinary purposes, the Employee shall be notified in writing or by email in advance, the purpose of the meeting, and informed of the right to have a Steward or SGEU Labour Relations Officer present at the meeting.

9.5 **Principles of Progressive Discipline**

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

Stage 1 - verbal reprimand

Stage 2 - written reprimand

Stage 3 - suspension

Stage 4 – dismissal

ARTICLE 10 SENIORITY

10.1 **Definition**

a) The seniority of a Permanent employee shall be based on the date of initial employment with the Employer. All temporary, seasonal and casual employees shall earn seniority based on the number of hours worked, exclusive of overtime, from the date of initial employment with the Employer.

b) The initial probationary period for permanent employees shall be six (6) months, with the exception of employees in the position of Site Caretaker who will serve a probationary period of one (1) year. During the period of probation, an employee will not accumulate seniority. Upon completion of the probationary period, the employee will be awarded seniority based on date of hire or hours worked, as applicable. During their probationary

period, employees may be terminated due to general unsuitability as deemed by the Employer.

- c) An employee, who voluntarily transfers or promotes during their initial probationary period, shall complete their initial probation period while concurrently serving a subsequent probationary period in the new position.
- d) For purpose of calculating seniority, for employees moving from temporary to permanent status, 1 calendar day equals 7.25 hours.

10.2 **Seniority Lists**

The Employer shall maintain a seniority list of all employees showing the date upon which each employee started working for the Employer and/or the number of hours worked, whichever is applicable. A copy of the seniority list shall be sent to the Union and remain posted on the bulletin board for the balance of the year.

10.3 **Maintenance and Accrual**

Seniority shall be maintained and accrue during:

- a) All periods of paid leave
- b) Leave of absence without pay for periods not exceeding 3 months
- c) Parental leave
- d) Up to 2 years during Workers Compensation leave
- e) All periods of unpaid leave for active Canadian War Service or Canadian Armed Forces Peacekeeping Service.

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

- a) During periods of prolonged or unpaid medical leave up to 2 years.
- b) Periods of approved (unpaid) leaves of absence over 3 months, with the exception of parental leave
- c) Periods on the disability list up to 2 years
- d) Appointment to an out-of-scope position for a period up to six (6) months
- e) Layoffs to a maximum of twenty-four (24) months.

10.4 **Loss of Seniority**

Seniority shall be broken for the following reasons:

- a) The Employee has been dismissed and has not been reinstated.
- b) Voluntary resignation
- c) Failure to return to work without an acceptable reason to the Employer following the completion of a leave of absence.
- d) Failure to return within 15 calendar days' notification by the Employer to return to work following a lay-off, unless through sickness or other just cause.
- e) Is laid off for more than 24 consecutive months

ARTICLE 11 STAFFING

11.1 **Posting Vacancies**

When a new position is created or when a vacancy occurs that the Employer wishes to fill which is for a duration of six months or longer, the Employer shall post notice of the position internally for seven working days.

11.2 **Information on Job Posting**

The posting shall set out the following information:

- a) Name of position;
- b) A brief description;
- c) Qualifications required
- d) Salary
- e) Hours of work
- f) Deadline date for application and other pertinent information

11.3 **Qualifying for Positions**

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

11.4 **Selection Process**

All vacancies and new positions within the scope of this Agreement shall be filled by the candidates possessing the necessary qualifications, experience, knowledge, skills and abilities required for the respective positions. Where qualifications, experience, knowledge, skills and abilities are comparable and sufficient, the senior applicant will be selected.

11.5 **Temporary Out-of-Scope Appointment**

An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from their pay cheque and shall be entitled to all benefits and rights including seniority for the first 6 months. Where the temporary appointment is coverage for a parental leave, the contractual rights may be extended for up to 1 year by mutual agreement of the parties.

11.6 **Debriefing**

Internal applicants may request a verbal debriefing with the Employer as to the reasons for exclusion from interview or failure of interview.

11.7 **Orientation**

All employees appointed to employment will participate in an orientation process.

11.8 **Subsequent Probation**

On subsequent appointment, the probationary period shall be 6 months, which may be extended by mutual agreement once for an additional 6 months.

11.9 **Temporary Positions**

- a) When a 12-month temporary position is extended for an additional 12 months, the extension shall be posted subject to Article 10.1.
- b) In the case of prolonged illness the temporary position may be extended for up to an additional 12 months without posting.

ARTICLE 12 HOURS OF WORK

12.1 The Saskatoon Housing Authority will establish working schedules based on business conditions and tenant/customer requirements.

12.2 A regular work week for the Saskatoon Housing Authority is 7.25 hours per day, five (5) days per week. The normal hours of work for most

employees are 8:30 a.m. to 4:30 p.m., Monday to Friday inclusive. Exceptions include, but may not be limited to:

Site Staff - Site staff are expected to manage their time spent on the job to a 36.25 hour scheduled work week.

- 12.3 Working hours, meal and break schedules may change from time to time as managers respond to business conditions and tenant/customer requirements.

ARTICLE 13 OVERTIME

13.1 Definition

The Saskatoon Housing Authority will not require an employee to work or be at its disposal for more than 7.25 hours per day and not more than 36.25 hours in any week without paying overtime, with the exception of Site Caretakers. Overtime hours for Site Caretakers are handled on an averaging basis. During the averaging period, time worked shall be calculated at straight time. Averaging of hours will be done on an eight-week basis (290 hours).

Should a Site Caretaker work any hours in a given week that exceed 36.25 hours, the excess hours worked shall be averaged in the following weeks.

For weeks in which a public holiday occurs, employees receive overtime rates after 29 hours of work, if the normal work schedule is 36.25 hours, or 21.75 hours of work, if the normal work schedule has two (2) public holidays.

For the purposes of computing overtime pay a work week is Saturday midnight to the following Saturday midnight.

Site Caretakers are required to be available for overtime as required during winter months (October-March), for the purpose of ensuring the timely removal of snow at their designated locations.

13.2 Authorization of Overtime

The Saskatoon Housing Authority allows overtime pay for non-management employees only as authorized and all overtime work is subject to the approval of the employee's immediate supervisor.

Employees are required to submit a weekly list of regular and overtime hours for the previous week within forty-eight hours of the beginning of each week.

13.3 Compensation for Overtime

Overtime worked shall be compensated at the rate of time and one-half. The Saskatoon Housing Authority allows Site Staff to earn time off (time in lieu) at a rate of time and one half.

13.4 Time Off in Lieu

Employees may choose to take time off in lieu (TOIL) at straight time subject to the approval of the Employer, with the exception of the Site Staff provision in Article 13.3.

TOIL hours may be accumulated to a maximum of forty-eight (48) hours. TOIL must be taken within six (6) months of the time being earned. If the maximum number of TOIL hours are reached in a given week, the averaging period hours will be reduced to accommodate the excess overtime hours worked during that averaging period. The Employer retains the right to pay out any excess TOIL hours that cannot be accommodated in the following week's hours. The maximum number of days, including TOIL hours and vacation days, that can be carried over into the next calendar year cannot exceed eleven (11) days.

ARTICLE 14 BENEFITS

The Employer's present policy, subject to the provisions of each plan, of providing permanent employees with a pension plan, Life Insurance, AD & D insurance, a Long-term Disability Plan, a Dental Plan, Extended Health Care benefits, a Vision Care plan, and an Employee & Family Assistance program, shall be continued during the term of this Agreement. Eligibility for enrolment in the benefit plans, administration of the benefits, and the termination of benefits shall be in accordance with the rules of each plan.

ARTICLE 15 LAY-OFFS

15.1 Conditions Required for Lay-Off

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

15.2 Notice of Lay-off

Notice of lay-off shall be:

For employees who have 13 consecutive weeks up to 1 year - 1 week,

For employees who have worked between 1 to 3 years – 2 weeks,

For employees who have worked between 3 to 5 years – 4 weeks

For employees who have worked between 5 to 10 years – 6 weeks

For employees who have worked more than 10 years - 8 weeks.

15.3 **Pay in Lieu of Notice**

An employee who is not required by the Employer to work the days provided in the lay-off period, shall be paid in lieu of notice of lay-off.

15.4 **Order of Lay-off:**

In the event of job abolition or lay-off, employees shall be laid off in reverse order of seniority within their own job classification. When reducing staff or recalling laid off employees, seniority shall prevail providing the senior employee to be retained or recalled has the qualifications, experience, knowledge, skills and ability, as evaluated by the Employer, to handle the work to be performed.

In the event of lay-off, the order of lay-off will be according to least seniority first in that classification

Temporary employees will be terminated due to a layoff before a full-time or part-time employee in the same classification.

15.5 **Options Following Lay-off**

In the event the Employer abolishes a permanent position, permanent full-time or permanent part-time employees affected shall have the right to:

Upon receipt of the notice of lay-off, within 5 working days, give written notice to the Employer of their decision to:

- a) exercise their bumping rights, or
- b) go on lay-off and have their name placed on the Re-employment List, or
- c) retire, or
- d) resign and collect severance pay.

15.6 **Bumping Order**

Bumping is intended to, as closely as possible, maintain an employee's rate of pay, classification, duties and responsibilities, provided the employee has the qualifications, experience, knowledge, skills and ability, as evaluated by the Employer, to handle the work of the position to which he/she wishes to bump..

An employee who meets the above requirements and elects to exercise his/her bumping rights shall bump in the following order:

- a) Into a vacant position at their current location within the Bargaining Unit
- b) Into a position encumbered by an employee on initial probation at their current location within the Bargaining Unit
- c) Into a position held by a full-time employee in the same classification with the least amount of seniority at their current location within the Bargaining Unit.

15.7 **Acceptance of an Offer of a Position**

An employee will have three (3) working days to consider the offer for a position.

15.8 **Displaced Employee**

An employee displaced by the bumping process may have their name placed on the Re-employment List.

15.9 **Re-employment List**

Employees may have their names placed on the Re-employment List for a period of two (2) years, for the following reasons:

- a) An employee has been laid off
- b) An employee who is unsuccessful in obtaining employment through the bumping process
- c) An employee returning from an indefinite leave of absence.

15.10 **Severance Pay**

In the event an employee is laid off and elects to resign in accordance with Article 15.5 or the employee has elected to resign while on the Re-employment List, the Employee shall receive severance pay on the basis of two week's pay for each year of service or portion thereof to a maximum of 52 weeks' pay. Pay will be calculated on the basis of the Employee's rate of pay at the time of the lay-off notice was issued. Eligible years for the purpose of severance pay will include all continuous employment with the-Employer.

ARTICLE 16 DESIGNATED HOLIDAYS

16.1 Designated holidays shall include:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Floating Day, and Christmas Day. The Employer also recognizes the following two non-designated holidays: Easter Monday and Boxing Day.

The Floating Day must be taken in the period between December 1 and the following January 15 and it is understood that it will not be a common day for all employees. The day to be taken must be mutually agreed upon between the employee and the respective out-of-scope supervisor.

16.2 **Designated Holiday on Day of Rest**

When a designated holiday falls on a day of rest, the Employer will designate the holiday to be taken on either the last working day before the day of rest or the first working day following the day of rest, unless otherwise mutually agreed.

16.3 **Working on a Holiday**

An employee who is required to work on a holiday shall be paid at the rate of straight time plus 1 ½ times regular pay or an equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the Employee.

ARTICLE 17 VACATION

17.1 **Vacation Entitlement**

Vacation entitlement shall be as follows:

- a) Employees will earn credits in the first year of employment at a rate of one and one quarter days per month.
- b) Employees shall be entitled to take 15 days' vacation leave with pay in the year after the vacation year that the employee completes one full calendar year of service with the Employer. Such leave will be earned at a rate of one and one-quarter days for each completed calendar month of service.
- c) Employees shall be entitled to take 20 days' vacation leave with pay in the year after the vacation year that the employee completes eight full calendar years of service with the Employer. Such leave will be earned at a rate of one and two-thirds days for each completed calendar month of service.

- d) Employees shall be entitled to take 25 days' vacation leave with pay in the year after the vacation year that the employee completes 15 complete calendar years of service with the employer. Such leave will be earned at a rate of two and one-twelfth days for each completed calendar month of service.
- e) Employees shall be entitled to take 30 days' vacation leave with pay in the year after the vacation year that the employee completes 20 complete calendar years of service with the Employer. Such leave will be earned at a rate of two and one-half days for each completed calendar month of service.

17.2 Where an employee resigns, retires or is terminated and said employee has taken vacation leave not yet earned, the employer is entitled to deduct the amount of money owed from the employee's final pay cheque.

17.3 Subject to operational demands, the Employer will attempt to grant vacation as requested. Where conflicts occur, the employee whose name is higher on the seniority list will have first choice and the employees whose names are lower on the list will be expected to adjust their vacation request.

17.4 Employees are expected to take their entire vacation entitlement within the vacation year. However, employees shall be entitled to carry over five (5) vacation days to be used in the next vacation year. In extenuating circumstances, the employee may request to carry over an additional five (5) vacation days to be used in the next vacation year. In the event the Employer was not able to grant an employee their entire vacation entitlement by December 31st, the employee may request to carry over the unused amount of vacation entitlement.

17.5 **Vacation Schedule**

If during vacation leave, an employee is:

- a) Granted bereavement leave; or,
- b) Granted sick leave due to hospitalization of at least two (2) days; or,
- c) Granted other approved leave of absence; or,
- d) When a statutory holiday falls on a day during an employee's vacation period

the period of vacation so displaced, shall either be added to the vacation period of the Employee or reinstated for use at a time to be mutually agreed upon by both parties.

ARTICLE 18 SICK LEAVE

18.1 Sick Leave Entitlements

All current employees are to be grandfathered with their existing sick leave bank of days. Should their current bank of sick leave days exceed 85 days, no further accumulation shall occur. Effective date of ratification, all new full-time employees will accumulate sick leave allowance at the rate of 1.25 days per month, to a maximum of 85 working days. This allowance will be used at the rate of one day for each day of sick leave taken.

Employees may request and may be granted sick leave only for periods of time when the employee is sick, ill or disabled as to render the employee incapable of performing any of the functions of the job.

18.2 The Sick Leave Plan provides all employees who have completed three months of continuous service, with regular income due to accident or illness or until Short-Term or Long-Term Disability benefits become payable. The Sick Leave Plan consists of two components: sick leave allowance or sick days at regular pay and salary continuance allowance or short-term disability payable at 70% of regular pay, both are self-managed and funded by SHA.

18.3 Any employee who will be absent due to illness or disability shall notify their immediate supervisor or his designate, by speaking to him/her directly as soon as possible, however no later than his/her normal start time. In those instances where the immediate supervisor is not available, the employee will contact the out-of-scope manager by speaking to him/her directly. In the case of prolonged absence due to illness or Workers' Compensation, the employee is expected to keep the Employer regularly apprised of the anticipated date of return and any accommodation that might be necessary in order for the employee to return to work.

18.4 The Employer reserves the right to request that an employee provide a medical assessment to be completed on a form prescribed by the Employer or may direct the employee to provide a detailed medical note from a physician or a licensed nurse practitioner substantiating the employees medical leave request. In the event the employee is charged for producing the certificate, the Employer will reimburse the employee providing the Employer requested the assessment and it is on an Employer-prescribed form, Employees who do not produce a form upon request will be considered to be on unpaid leave of absence.

18.5 Prolonged Sick Leave

An employee on prolonged sick leave who is entitled to LTD benefits shall be eligible to use accumulated sick leave credits to a maximum of 85 working days.

An employee on prolonged sick leave who is denied LTD benefits shall be entitled to use accumulated sick leave credits to the extent earned.

18.6 Retention of Sick Leave Credits

Sick leave credits shall be retained and reinstated upon return from a leave of absence without pay or recall from layoff, subject to the provisions of Article 10.3. No accumulation of sick leave credits will occur while an employee is on sick leave with pay.

18.7 Sick Leave Records

The Employer will provide employees with an annual account of their sick leave credits.

18.8 Medical Certificate for Prolonged Illness

Claims for sick leave or leave of absence for prolonged illness shall be accompanied by a Doctor's certificate stating a prognosis, restrictions and approximate date of return.

ARTICLE 19 BEREAVEMENT LEAVE

19.1 Bereavement leave with pay shall be granted to an employee on the following basis:

- a) The Saskatoon Housing Authority will grant reasonable bereavement leave in the event of the death of a family member.
- b) The employee must notify their manager as soon as possible when a death occurs in the immediate family. The employee must also provide the manager of the anticipated length of the absence being requested. An employee of the Saskatoon Housing Authority may request up to five consecutive working days of paid leave from the date of death of an immediate family member. Flexibility may be granted should a final service date be delayed. In this instance, the 5 consecutive days may be divided.
- c) For the purpose of this policy, immediate family is defined as: spouse (including common law and same sex), children (including stepchildren), parents (including in-law and step), legal guardians, sister or brother (including in-law and step), and grandparents and grandchildren.
- d) Employees may receive one day of paid leave for the death of a relative (aunt, uncle, nephew, niece or cousin) other than a member of the immediate family.

- e) Time off of up to one day to attend the funeral of a friend or acquaintance will be allowed if planned in advance and approved by the employee's supervisor.
- f) The Saskatoon Housing Authority will not charge the time off with pay against an employee's sick leave or vacation leave. This is credited against bereavement leave.
- g) The manager may permit time off without pay in the event an employee requests:
- h) additional time off or,
- i) is not eligible for leave as defined above.
- j) An employee may credit these against vacation time.
- k) The Saskatoon Housing Authority may request proof of relationship and/or proof of attendance at the funeral.
- l) Bereavement leave is non-cumulative from year to year. Leave may be granted only when bereavement leave is required.

ARTICLE 20 PRESSING NECESSITY LEAVE

20.1 Necessary time off work with pay may be granted to an employee for pressing personal matters or family matters beyond the employee's control. The leave shall consist of up to two (2) days with pay per year to be deducted from the employee's sick bank. The employee is expected to inform their supervisor as to the nature of the emergency and the anticipated length of absence. Additional time may be granted under extenuating circumstances.

ARTICLE 21 JURY DUTY

An employee, who serves as a juror, shall be granted a leave of absence pay less the amount paid by the Court.

The Employee shall continue to accrue seniority and annual step increases, sick leave and vacation benefits based on their regular scheduled hours of work.

The Employer shall continue to pay benefits during the leave.

ARTICLE 22 PERSONAL LEAVES

Personal leave without pay for a specified time period may be granted at the discretion of the Employer.

An employee may be granted a leave of absence for up to twelve (12) calendar months.

The written request shall be submitted to the Employer at least 30 working days in advance of the requested leave date.

All employees, except employees on probation or in temporary positions, are eligible to apply for a Personal Leave of Absence without pay.

ARTICLE 23 PAY ADMINISTRATION

The rates of pay as established in Appendix "A" of this Agreement shall be the rates paid to the Employees covered by the Agreement.

23.1 Increments

- a) Annual increment dates shall be established each year for employees based on the date of employment. Increments will be earned each year on the anniversary date of initial date of hire to the maximum in their classification level.
- b) 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.
- c) An employee may grieve the withholding of his increment and the onus is on the Employer to justify the withholding of the increment.
- 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.

23.2 Temporary Assignment of Higher Duties

Temporary Assignment of Higher Duties (TAHD) must be approved by the Employer. TAHD may be assigned in the case of an emergency backfill to a vacancy or when the Employer requires an employee to temporarily perform the duties of a higher paid classification.

23.3

Pay on Movement to a New Position

Assuming a Higher Paid Position

- a) When an employee assumes a position with a higher rate of pay, the employee's rate of pay shall be adjusted to an increment step of the new range except that it will not be less than 5% above the employee's current salary and not more than the maximum of the new range. If the addition of 5% produces a rate between two steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two rates.
- b) When an employee assumes a position with a higher rate of pay on other than the first working day of the month, the increment date shall be adjusted to the first of the month where the employee commenced work in the new position between the 1st and the 15th of the month and to the first day of the following month where the employee commenced work in the new position between the 16th and the last day of the month.

23.4

Travel and Allowance

All employees authorized to use their vehicles within Saskatoon in the performance of their duties shall receive compensation at the rate, as adjusted from time to time, between the Public Service Commission and the Saskatchewan Government Employee's Union.

23.5

Changes in Pay Range

When a higher pay range is assigned to a position, the Employee shall move to the same step in the new pay level as held in the previous pay level.

23.6

Leaving Employment at Saskatoon Housing Authority

When an employee severs their employment, the Employer shall, based on a salary reconciliation, pay to such employee any outstanding monies owing or collect any monies owing to the Employer for expended, but unearned vacation or sick leave.

ARTICLE 24 HEALTH AND SAFETY

24.1

The Committee

- a) The Employer and the Union have a shared interest in the health and safety of employees. The Employer and the employees will operate in accordance with The Saskatchewan Employment Act.
- b) A joint Employer/employee Health and Safety Committee shall be established in accordance with The Act. For the purposes of this

agreement, the Worker Representative as indicated in the *Act*, will be hereby defined as an in-scope employee. The Committee shall consist of four members: two appointed by the Employer, and 2 appointed by the Union.

24.2 **Meetings**

The Employer and the Union agree to meet and co-operate in resolving all unsafe hazardous or dangerous working conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings.

24.3 **No Discipline**

No worker shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe.

24.4 **First Aid**

Adequate first aid supplies shall be made available in all employer work sites.

ARTICLE 25 TERMS OF AGREEMENT

25.1 **Agreement Subject to Applicable Laws**

All provisions of this Agreement are subject to any applicable laws now or hereafter effected.

25.2 **Duration**

This agreement shall be in effect from January 1, 2020 to December 31, 2022 and shall continue from year to year thereafter, unless either party gives written notice to the other party that it desires to negotiate revisions to the Agreement.

25.3 **Notice to Bargain**

Either party to this Collective Agreement desiring to propose changes to this Agreement may, no more than 120 days and no less than 60 days prior to the expiry date of the Agreement, give such notice in writing to the other party of their intent to negotiate revisions. The parties shall engage in collective bargaining upon receipt of the notice.

SIGNING PAGE

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

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this 24th day of February, 2020.

Original Signed By:

Signed on behalf of:
Saskatoon Housing Authority

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

Justin Howard
Bargaining Committee

Robert Isaakov
Bargaining Committee

Ray Neale
General Manager

Janna Horn
Bargaining Committee

Don Pulak
Operations Manager

Glenn Billingsley
Labour Relations Officer

APPENDIX A – SALARY GRID

**Salary Grid
Effective January 1, 2019**

Grade	Minimum	2	3	4	Maximum	
1	\$24,246.00	\$25,758.00	\$27,276.00	\$28,788.00	\$30,306.00	Annually
	\$2,020.50	\$2,146.50	\$2,273.00	\$2,399.00	\$2,525.50	Monthly
2	\$26,670.00	\$28,338.00	\$30,006.00	\$31,674.00	\$33,336.00	Annually
	\$2,222.50	\$2,361.50	\$2,500.50	\$2,639.50	\$2,778.00	Monthly
3	\$29,340.00	\$31,170.00	\$33,006.00	\$34,836.00	\$36,672.00	Annually
	\$2,445.00	\$2,597.50	\$2,750.50	\$2,903.00	\$3,056.00	Monthly
4	\$32,268.00	\$34,290.00	\$36,306.00	\$38,322.00	\$40,338.00	Annually
	\$2,689.00	\$2,857.50	\$3,025.50	\$3,193.50	\$3,361.50	Monthly
5	\$35,496.00	\$37,716.00	\$39,936.00	\$42,156.00	\$44,370.00	Annually
	\$2,958.00	\$3,143.00	\$3,328.00	\$3,513.00	\$3,697.50	Monthly
6	\$39,048.00	\$41,490.00	\$43,926.00	\$46,368.00	\$48,810.00	Annually
	\$3,254.00	\$3,457.50	\$3,660.50	\$3,864.00	\$4,067.50	Monthly
7	\$42,954.00	\$45,636.00	\$48,318.00	\$51,006.00	\$53,688.00	Annually
	\$3,579.50	\$3,803.00	\$4,026.50	\$4,250.50	\$4,474.00	Monthly

(Rounded to the nearest .50 cents)

Salary Grid
Effective January 1, 2020

Grade	Minimum	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.	
1	\$24,486.00	\$25,710.00	\$26,934.00	\$28,158.00	\$29,382.00	\$30,612.00	Annually
	\$2,040.50	\$2,142.50	\$2,244.50	\$2,346.50	\$2,448.50	\$2,551.00	Monthly
2	\$26,940.00	\$28,284.00	\$29,628.00	\$30,972.00	\$32,322.00	\$33,672.00	Annually
	\$2,245.00	\$2,357.00	\$2,469.00	\$2,581.00	\$2,693.50	\$2,806.00	Monthly
3	\$29,634.00	\$31,116.00	\$32,598.00	\$34,074.00	\$35,556.00	\$37,038.00	Annually
	\$2,469.50	\$2,593.00	\$2,716.50	\$2,839.50	\$2,963.00	\$3,086.50	Monthly
4	\$32,592.00	\$34,224.00	\$35,850.00	\$37,482.00	\$39,114.00	\$40,740.00	Annually
	\$2,716.00	\$2,852.00	\$2,987.50	\$3,123.50	\$3,259.50	\$3,395.00	Monthly
5	\$35,850.00	\$37,644.00	\$39,438.00	\$41,232.00	\$43,026.00	\$44,814.00	Annually
	\$2,987.50	\$3,137.00	\$3,286.50	\$3,436.00	\$3,585.50	\$3,734.50	Monthly
6	\$39,438.00	\$41,412.00	\$43,380.00	\$45,354.00	\$47,328.00	\$49,296.00	Annually
	\$3,286.50	\$3,451.00	\$3,615.00	\$3,779.50	\$3,944.00	\$4,108.00	Monthly
7	\$43,386.00	\$45,552.00	\$47,724.00	\$49,890.00	\$52,056.00	\$54,228.00	Annually
	\$3,615.50	\$3,796.00	\$3,977.00	\$4,157.50	\$4,338.00	\$4,519.00	Monthly

(Rounded to the nearest .50 cents)

Calculated with a 1% increase over 2019 scales

(Adjusted by 1% at Minimum and Maximum - equalized increments)

Salary Grid
Effective January 1, 2021

Grade	Minimum	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.	
1	\$24,978.00	\$26,226.00	\$27,474.00	\$28,722.00	\$29,970.00	\$31,224.00	Annually
	\$2,081.50	\$2,185.50	\$2,289.50	\$2,393.50	\$2,497.50	\$2,602.00	Monthly
2	\$27,480.00	\$28,848.00	\$30,222.00	\$31,590.00	\$32,970.00	\$34,345.44	Annually
	\$2,290.00	\$2,404.00	\$2,518.50	\$2,632.50	\$2,747.50	\$2,862.12	Monthly
3	\$30,228.00	\$31,740.00	\$33,252.00	\$34,758.00	\$36,267.12	\$37,776.00	Annually
	\$2,519.00	\$2,645.00	\$2,771.00	\$2,896.50	\$3,022.26	\$3,148.00	Monthly
4	\$33,246.00	\$34,908.00	\$36,570.00	\$38,232.00	\$39,894.00	\$41,554.80	Annually
	\$2,770.50	\$2,909.00	\$3,047.50	\$3,186.00	\$3,324.50	\$3,462.90	Monthly
5	\$36,570.00	\$38,396.88	\$40,230.00	\$42,056.64	\$43,890.00	\$45,714.00	Annually
	\$3,047.50	\$3,199.74	\$3,352.50	\$3,504.72	\$3,657.50	\$3,809.50	Monthly
6	\$40,230.00	\$42,240.24	\$44,247.60	\$46,260.00	\$48,274.56	\$50,281.92	Annually
	\$3,352.50	\$3,520.02	\$3,687.30	\$3,855.00	\$4,022.88	\$4,190.16	Monthly
7	\$44,256.00	\$46,463.04	\$48,678.48	\$50,886.00	\$53,097.12	\$55,312.56	Annually
	\$3,688.00	\$3,871.92	\$4,056.54	\$4,240.50	\$4,424.76	\$4,609.38	Monthly

Calculated with a 2% increase over 2020 scales

(Adjusted by 2% at Minimum and Maximum - equalized increments)

Salary Grid
Effective January 1, 2022

Grade	Minimum	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.	
1	\$25,476.00	\$26,754.00	\$28,026.00	\$29,298.00	\$30,570.00	\$31,848.48	Annually
	\$2,123.00	\$2,229.50	\$2,335.50	\$2,441.50	\$2,547.50	\$2,654.04	Monthly
2	\$28,029.60	\$29,424.96	\$30,828.00	\$32,226.00	\$33,630.00	\$35,034.00	Annually
	\$2,335.80	\$2,452.08	\$2,569.00	\$2,685.50	\$2,802.50	\$2,919.50	Monthly
3	\$30,832.56	\$32,374.80	\$33,917.04	\$35,454.00	\$36,996.00	\$38,531.52	Annually
	\$2,569.38	\$2,697.90	\$2,826.42	\$2,954.50	\$3,083.00	\$3,210.96	Monthly
4	\$33,912.00	\$35,610.00	\$37,302.00	\$38,996.64	\$40,692.00	\$42,390.00	Annually
	\$2,826.00	\$2,967.50	\$3,108.50	\$3,249.72	\$3,391.00	\$3,532.50	Monthly
5	\$37,302.00	\$39,168.00	\$41,034.00	\$42,900.00	\$44,766.00	\$46,632.00	Annually
	\$3,108.50	\$3,264.00	\$3,419.50	\$3,575.00	\$3,730.50	\$3,886.00	Monthly
6	\$41,034.00	\$43,085.04	\$45,132.00	\$47,185.20	\$49,242.00	\$51,288.00	Annually
	\$3,419.50	\$3,590.42	\$3,761.00	\$3,932.10	\$4,103.50	\$4,274.00	Monthly
7	\$45,141.12	\$47,394.00	\$49,656.00	\$51,906.00	\$54,162.00	\$56,418.00	Annually
	\$3,761.76	\$3,949.50	\$4,138.00	\$4,325.50	\$4,513.50	\$4,701.50	Monthly

Calculated with a 2% increase over 2021 scales

(adjusted by 2% at Minimum and Maximum - equalized increments)

LETTER OF UNDERSTANDING #1 - Employee Benefits Plan

For the term of the Agreement, the Employer will provide permanent employees covered by the Agreement with the following benefits:

1. **Pension Plan** – to be administered by PEPP; employer contribution of 7.5% of monthly salary, employee contribution of 5.5% of monthly salary; employer contribution to increase to 8.5% of monthly salary effective January 1, 2020.
2. **Group Benefits** – to be administered by Great-West Life:
 - **Basic Group Life** – Employer will pay the premium for the first \$25,000 of insurance with the balance to be paid by the employee. The employee will pay Optional Group Life premiums.
 - **Dental Insurance** – The Employer will pay 100% of the premiums.
 - **Basic Accidental Death and Dismemberment** – The Employer will pay 100% of the premium; Principal Sum of \$50,000 for eligible employees.
 - **Optional AD&D** (if applicable) – To be paid by the employee.
 - **Vision Care** – The Employer will pay monthly premiums up to the standard vision rate. The employee will pay additional premiums for Enhanced Vision Insurance
 - **Extended Healthcare Benefits** – The Employer will pay 100% of the premium.
 - **Long Term Disability** – The Employer will pay 50% of the premium based on the employee's annual salary. The employee will pay 50% of the premium.
3. **Short Term Disability** – Self-insured by the Employer
4. **Employee and Family Assistance Program (EFAP)** – The Employer will pay the monthly premium to provide this program. The Employer reserves the right to apply a maximum of \$500.00 per person per year.

Eligibility for enrolment in the benefits plans and the termination of benefits shall be in accordance with the rules of each plan.

Employees on Unpaid Leave of Absence, and employees on Workers' Compensation leave may continue to be enrolled in the benefit plans by paying the premiums throughout the leave of absence for up to 1 year, or the employee may elect to withdraw from the plans for the duration of the leave of absence.

Signed this 24th day of February, 2020.

Original Signed By:

Signed on behalf of:
Saskatoon Housing Authority

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

Justin Howard
Bargaining Committee

Robert Isaakov
Bargaining Committee

Ray Neale
General Manager

Janna Horn
Bargaining Committee

Don Pulak
Operations Manager

Glenn Billingsley
Labour Relations Officer

**LETTER OF UNDERSTANDING #2 -
Resident On-Site Caretakers**

It is recognized that caretakers currently living on site receive their residence and parking at a reduced rental cost as compensation for being available to handle all after hours tenant inquiries, move ins/outs, sidewalk snow removal, and required non-emergencies taking less than one hour (daily). As per Canada Revenue Agency guidelines, this arrangement is a taxable benefit in the hands of the recipient.

All after hours sidewalk snow removal and emergency calls taking more than one hour daily will normally be accommodated by the averaging of hours provision in Article 13.

Whereas, the current arrangement with respect to Caretakers living on-site has created challenges for the Employer, it is agreed that this arrangement will be terminated no later than December 31, 2021. All caretakers and family members currently living on-site will be required to move out of their respective residences no later than December 31, 2021. The taxable benefit will cease to be applied to a Caretaker once the premises have been vacated. The requirements on affected Caretakers with respect to vacating the residences will be as per the Terms and Conditions of Employment agreed upon at the time of hiring.

The current process of assigning Caretakers the responsibility to work at various locations will be utilized, subject to operational requirements.

Signed this 24th day of February, 2020.

Original Signed By:

Signed on behalf of:
Saskatoon Housing Authority

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

Justin Howard
Bargaining Committee

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