

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SASKATCHEWAN UNION OF NURSES**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3761**

***CUPE*** / *Canadian Union  
of Public Employees*

**January 1, 2020 - December 31, 2022**



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## **ARTICLE 1 - PURPOSE**

The following are articles of an agreement between the Canadian Union of Public Employees, Local 3761 hereinafter referred to as “the Union,” and the Saskatchewan Union of Nurses (SUN), hereinafter referred to as the “Employer”.

**1.01** It is the desire of both parties to this Agreement to:

- (a) Maintain and improve harmonious relations between the Employer and members of the Union;
- (b) Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, hours of work, and scales of wages;
- (c) Encourage efficiency and safety in operations;
- (d) Promote the morale, well being and security of all the employees in the bargaining unit of the Union.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01** Subject to the terms of this agreement, it is the function of the Employer to:

- (a) Direct the working force;
- (b) Operate and manage its business in all respects;
- (c) Hire, select, transfer, and lay off because of lack of work;
- (d) Maintain order, discipline and efficiency, and to establish and enforce reasonable rules and regulations;
- (e) Promote, demote, discipline, suspend, and discharge any employee provided, however, that any such action may be subject to the grievance procedure provided herein.

**2.02** The Employer will not exercise these rights in a manner that is inconsistent with the provisions of this agreement nor in a manner that is unreasonable.

## **ARTICLE 3 - TERM OF AGREEMENT**

### **3.01** Term of Agreement

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and in effect from and after January 1, **2020**, up to and including December 31, **2022**, and from year to year thereafter, unless notification of desire to amend or terminate is given in writing.

### **3.02** Open Period

Either party may, not less than sixty (60) days nor more than one hundred twenty (120) days before the expiry date hereof, give notice in writing to the other party to negotiate a revision of this Agreement.

### **3.03** Notwithstanding the above, this Agreement shall be deemed to remain in effect beyond the termination date stated in the foregoing during such periods of negotiations as are required to conclude a new Agreement.

## **ARTICLE 4 – SCOPE**

### **4.01** The terms of this Agreement shall apply to all employees employed by the Saskatchewan Union of Nurses except the Executive Director, Director of Labour Relations, Director of Government Relations, Executive Administrative **Coordinators – Labour Relations, Nursing Practice, Administration**, and Members of the Board of Directors, as provided in the Certification Order issued by the Saskatchewan Labour Relations Board.

## **ARTICLE 5 - UNION RECOGNITION AND SECURITY**

### **5.01** The Employer recognizes the Union as the sole bargaining representative for all the employees within the scope of this Agreement.

### **5.02** The Employer agrees to negotiate with the Union and its designated representatives and agrees the Union may have the assistance of outside advisors in negotiation or discussion with the Employer.

### **5.03** Should the Union change its name, affiliate or merge with any other Union or group of Unions, the resulting entity shall retain all privileges and rights of the former Unions and the existing Collective Agreement shall remain in force.

- 5.04** Every employee who is now or hereinafter 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 thirty (30) days after the commencement of their employment, apply for and maintain membership in the Union, as a condition of their employment provided that any employee covered by this Agreement who is not required to 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.
- 5.05** The Employer agrees to deduct uniform membership dues, fees and assessments from the earnings due members of the Union. Deductions shall be made no later than the last pay day each month and shall be remitted to the Treasurer of the Union within fifteen (15) calendar days following the date deductions were made. A list of names of all employees on whose behalf deductions were made plus a list of newly-hired and terminated employees shall accompany the remittance.
- 5.06** The Union agrees to provide the Employer with four (4) calendar weeks' notice of:
- (a) Any changes in the amount of monthly dues or fees;
  - (b) Any assessment levied on the membership.
- 5.07** The Employer agrees to advise all newly-hired employees of the existence of the Union and shall provide copies of this Agreement to the employee at time of hiring. The Employer agrees to have newly-hired employees sign a union dues "authorization for check-off" form and will provide them with a union membership form at the time of hiring. Such forms shall be provided to the Employer by the Union.
- 5.08** The Employer shall provide the President and Secretary of the Local Union with all necessary information relating to the following matters for employees within the bargaining unit:
- (a) lists of employees showing their names, addresses and classifications once per calendar year;
  - (b) job postings, job awards, promotions, letters of appointment;
  - (c) discharges, suspensions, written warnings, hirings, resignations and retirements;
  - (d) job titles and job descriptions within the bargaining unit, updated with input of the Union;
  - (e) benefit plans;
  - (f) other information requested by the Union and relevant to the work of employees within the bargaining unit.

- 5.09** (a) The Employer agrees to advise each employee and the Union of those employment practices and procedures which may not be set forth in this Agreement. Policies, rules, and regulations made by the Employer affecting employees within the scope of this Agreement must be consistent with the terms of this Agreement.
- (b) This Agreement shall take precedence over all rules, regulations and policies of the Employer in the event there is a violation of the terms of this Agreement.

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

**5.11** No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion or harassment exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, assignment, lay-off, recall, discipline, classification, discharge, or otherwise by reason of age, race or perceived race, ancestry, nationality, place of origin, creed, political or religious affiliation, sex or marital status, sexual orientation, disability, family status, receipt of public assistance, physical size, prohibited grounds as per *The Saskatchewan Human Rights Code*, job status and job classification, nor by reason of membership or activity in the Union.

**5.12** The Employer agrees to show on the income tax (T-4) slip of each member of the Union, the total amount of union dues deducted from earnings and remitted to the Union on behalf of the member.

**5.13** The Employer agrees to apply for a rebate of Employment Insurance premiums under the "Employment Insurance Rebate Program." The employees' share of the rebate will be administered by the Union for the benefit of its members consistent with the terms of *The Employment Insurance Act, 1996* (or as *The Act* may be amended from time to time).

**5.14** The Employer agrees to deposit an amount equal to one tenth of one percent (0.1%) of regular payroll of CUPE Local 3761 to be used for purposes of Union education. The funds will be administered solely by Local 3761.

**5.15** Contracting Out

There shall be no contracting out of any work normally performed by members of the bargaining unit, except in the following circumstances:

- (a) Emergent circumstances, which shall be defined as unforeseen occurrences or conditions. Vacation, sick leaves or approved leaves of absences shall not be considered emergent circumstances.



- (b) Non-emergent circumstances, provided that, as a result, no position is abolished or left vacant and no employee has their hours of work reduced or suffers a loss of pay.

**5.16** The Employer agrees to provide an onsite union representative thirty (30) minutes to orientate a new employee to CUPE Local 3761.

**5.17** Picket Lines

If an employee refuses in good conscience to cross any picket line established by any Trade Union, that employee will not be subject to disciplinary action for such refusal. The employee shall notify the Employer as soon as possible of such refusal and may be assigned by the Employer to conduct their duties in an alternate location.

**ARTICLE 6 – HOURS OF WORK**

**6.01** (a) Normal hours of work for all Officers, the SUN Lawyer, and Nurse Research and Practice Advisors shall be thirty-five (35) hours per week, Monday to Friday. Such hours may occur at variable times but shall be confined within the hours of 0800 hours and 2100 hours Monday to Thursday, and 0800 to 1700 hours on Friday. Should the Officers, SUN Lawyer, or Nurse Research and Practice Advisors choose otherwise, such arrangement shall be made in advance between the employee and their supervisor.

- (b) (i) Normal hours of work for full-time Office Assistants shall be seven and one half (7 ½) hours per day, and shall be worked Monday to Friday.
- (ii) Hours of work shall be between the hours of 0800 and 1600 for Office Assistants. Notwithstanding, the Office Assistant at reception shall be available between the hours of 0800 to 1200 and 1230 to 1600 each day.
- (iii) An additional unpaid day of rest shall be scheduled for full-time staff in each designated two (2) week period. That unpaid day of rest shall be attached to a weekend unless mutually agreed between the employer and the employee.
- (iv) Flexibility shall be provided whenever possible and upon mutual agreement between the employee and their immediate supervisor.

- (c) (i) Normal hours of work for full time Accountant shall be sixty-nine and three quarters (69 3/4) hours in a two (2) week period and shall be worked Monday to Friday.
- (ii) Normal hours of work may vary from day to day but shall be confined between the hours of 0745 and 1800.
- (iii) An employee, with the agreement of the employer, may flex their hours to designate a day of rest in each two (2) week period. Flexibility shall be provided whenever possible and upon mutual agreement between the employee and Employer.

**6.02** Employees shall be entitled to an unpaid meal break of a minimum of one half (½) hour up to one (1) hour during each day except that where an employee works in excess of seven (7) hours in a day for Officers, the SUN Lawyer and Nurse Research and Practice Advisors, seven and three-quarters (7 ¾) hours for the Accountant and seven and one half (7 ½) hours in a day for Office Assistants, shall be entitled to two (2) unpaid meal breaks, or portion thereof.

Two (2) paid fifteen (15) minute rest periods shall be provided for all employees during each day of seven (7), seven and one half (7 ½) or seven and three-quarters (7 ¾) hours. An additional fifteen (15) minute paid rest period shall be provided in each four (4) hour period, or part thereof.

**6.03** (a) Part-time employee means one who works less than full-time either daily, weekly or monthly but works on a regular and scheduled basis.

Part-time Officers, the SUN Lawyer, and Nurse Research and Practice Advisors hours of work may occur at variable times but shall be confined within the hours of 0800 and 2100 hours Monday to Thursday and 0800 to 1700 hours on Friday. Should part-time Officers, the SUN Lawyer, or Nurse Research and Practice Advisors choose otherwise, such arrangement shall be made between the employee and their supervisor.

Part-time Office Assistants hours of work shall be seven and one-half (7.5) hours per day but shall be confined within the hours of 0800 and 1600, Monday to Friday.

(b) Except as provided in Article 26.06, part-time and casual employees shall be entitled to all benefits of this Agreement on a pro rata basis in direct relation to their paid hours as compared with that of a full-time employee (a year being 1820 paid hours for Officers, the SUN Lawyer, and Nurse Research and Practice Advisors and 1813.50 paid hours for an Accountant, and 1755 paid hours for an Office Assistant). Part-time employees, who also work casual, shall total all hours for the purposes of pro-rating benefits.

- 6.04** All employees shall schedule their normal hours of work in advance of the week to be worked, and provide notification to the Employer of the planned schedule. Such schedule may be changed by mutual agreement between the Employer and the Employee, but in any event, the Employer maintains the right to direct the work of the employees.
- 6.05** A duty roster of Employment Relations Officers shall be established in consultation with the Union. Employment Relations Officers shall maintain office coverage during regular office hours in their base office for one (1) week at a time on a rotating basis or as otherwise agreed between the Employer and the Union.
- 6.06** (a) All Office Assistants, and the Accountant who work in excess of the normal daily or weekly hours shall be paid at the overtime rates of one and one-half (1½) times the employee's regular rate of pay for the first three (3) hours and double (2) times the employee's regular rate of pay thereafter.
- (b) (i) All Officers, the SUN Lawyer, and Nurse Research and Practice Advisors who work prior to 0800 hours or after 2100 hours Monday to Thursday and after 1700 hours on Friday and/or who work in excess of the normal weekly hours shall be paid at the rate of one and one-half (1 1/2) times their hourly rate of pay for all such hours worked. Any hours worked outside the normal weekly hours Monday to Friday shall be considered overtime.
- (ii) Office Assistants who work prior to 0800 or after 1600 and/or who work in excess of normal daily or weekly hours shall be paid at the applicable overtime rates.
- (iii) An Accountant who works prior to 0745 or after 1800 hours or in excess of eight hours per day, or in excess of the sixty-nine and three quarters (69 ¾) hours in a two-week period shall be paid overtime in accordance with the rates identified in 6.06 (a).
- (c) Employees called back to work after completing their regular work schedule shall be paid for a minimum of three hours at one and one-half times (1½ x) their regular rate of pay.
- (d) An employee, who after they have left their place of work, receives a phone call from the employer or designate, and is required to provide off-site assistance which does not involve a return to their place or work, shall be paid for each hour or portion thereof, worked, or a minimum of thirty (30) minutes at regular rates of pay, whichever is greater.

**6.07** Overtime may be banked and taken as time off in lieu of overtime pay. Time off in lieu of overtime shall be calculated in hours. Banked time shall not exceed one hundred and five (105) hours at any one time and shall be taken at a time that is mutually acceptable. Permission to take time in lieu shall not unreasonably be denied. Where approved, time off in lieu of overtime may be taken on any day regardless of the number of working hours scheduled.

**6.08** For periods of less than one full work week, time off for sick leave, vacation, paid holidays and leaves of absence, and in lieu of overtime shall be calculated in hours.

**6.09** All overtime shall be authorized in advance by the Employer except that, where overtime arises for Officers, the SUN Lawyer or Nurse Research and Practice Advisors as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization, authorization after the fact by the Employer shall not be unreasonably denied.

**6.10** The parties agree that the general question of workload must be addressed on an ongoing basis. A review of workload may be initiated by the employee concerned, by the union or by the employer. A workload review shall proceed as follows:

Step 1: Workload concerns shall be discussed by the employee and their immediate supervisor.

Step 2: Failing resolution through discussion between the employee and their immediate supervisor, the concerns shall be put in writing and submitted to the supervisor for review and further discussion.

Step 3: Workload concerns which remain unresolved through Step 1 and Step 2 may be referred to a joint union/management meeting in order to resolve the specific concerns.

**6.11** Emergency Situations

(a) Any employee who has been scheduled for their normal hours of work in a week, and is required to work during the eight (8) hour period immediately preceding their normal work day may take a rest period, and if so, shall not have their normal paid hours reduced for that week.

(b) Any employee required to be on call, including employees assigned under the provisions of relief assignment, shall be paid five dollars (\$5.00) per hour for each hour or part of an hour on call. During the on call period, if the employee is required to assume active duties, they shall be paid the applicable rates as set out in Article 6.06.

## 6.12 Casual Employees

- (a) A casual employee means one who works less than full time either daily, weekly or bi-weekly and who reports to work on a call-in basis. A casual employee shall receive a Letter of Appointment.
- (b) Whenever possible, the Employer shall retain one (1) casual Employment Relations Officer and one (1) casual Office Assistant in each office as part of its normal complement of employees.

Casuals shall be called in to work as required, for the following reasons:

- (i) sick leave, LTD, WCB, LOA of less than 120 days;
  - (ii) vacation relief;
  - (iii) temporary excess workload;
  - (iv) shortage of staff.
- (c) A casual employee shall be a member of the bargaining unit.
- (d) In the event an employee changes from casual to temporary or permanent, part-time or full-time or vice versa, the employee shall retain seniority in accordance with Article 15.
- (e) Casual employees shall be covered by the Collective Agreement as specified in Articles 14.01, 21.03, 21.04, 21.06, 21.07 and 21.08.
- (f) In the event there are employees on layoff, any casual work shall first be offered to such laid off employees in order of seniority. If there are no employees on layoff, all casual hours shall be offered in order of seniority within each classification.
- (g) Employees who are part-time shall indicate in writing to their immediate supervisor whether they want to be considered for casual work in addition to their part-time work. Such casual work shall be treated as part-time work for the purposes of increments, and benefits subject to the provisions of the purchased Benefit Plans.
- (h) Employees who terminate their employment who want to be considered for casual work shall indicate in writing to their immediate supervisor that they want to be considered for casual work. Such casual work shall be treated as part-time work for the purposes of increments, and benefits subject to the provisions of the purchased Benefit Plans.

- (i) Employees who have indicated they wish to be considered for casual work shall advise their respective supervisor in writing (by email, letter, or fax), of their availability. At any time, employees may change their availability, provided they give written notice of the change. No employee already scheduled shall be displaced from a shift based on the change of another employee's availability. Employees shall be scheduled in order of their seniority based on their availability. (As shown on the form represented in Schedule C.)

### **6.13 Job Share**

Job share options may be available to all employees.

- (a) Definition – Job sharing shall be defined as the voluntary sharing of a full-time position by two employees, one of whom is the permanent incumbent of the full-time position. Hours of work shall be applied as if the position were full-time. Notwithstanding that, the full-time work schedule may be adjusted to allow employees to meet to foster communication and appropriate organization of the work. Employees, subject to the approval of the Employer, may schedule the days of work in any given work week in accordance with the Collective Agreement.
- (b)
  - (i) Job sharing is intended to allow a full-time employee to work less than full-time hours while maintaining status as a permanent employee and protecting the full-time position.
  - (ii) It is also understood that job share employees are not responsible to cover absences (i.e. vacation, sick leave, leaves of absence) of their job share partner. Any such absences are to be filled in accordance with the Collective Agreement. It is agreed however, that all employees may be required to attend staff meetings.
- (c)
  - (i) A job share arrangement shall only be initiated upon the request of a non-probationary full-time employee submitted through their immediate supervisor.
  - (ii) Any such request is subject to the approval of the Employer. It is understood that such approval shall not be unreasonably withheld.
- (d)
  - (i) An approved job share shall be for a maximum of two (2) years and a minimum of six (6) months.
  - (ii) An existing job share may be renewed for periods not exceeding two (2) years on request of the permanent incumbent and with the Employer's approval.

- (iii) If not renewed, any job share arrangement shall be considered as expired on the end date of the original request.
- (iv) Either the Employer or the permanent incumbent may terminate the job share arrangement on sixty (60) days written notice. By mutual agreement of the parties affected, the sixty (60) day notice period may be shortened. In the event that the job share partner no longer wishes to participate in the job share arrangement, they shall revert to their former status or position and the job share shall be posted for the remainder of the term subject to the consent of the permanent incumbent.
- (e) The portion of the job share position not being worked by the permanent incumbent shall be filled in accordance with the Collective Agreement.
- (f) The job share partners shall earn benefits in accordance with the Collective Agreement provisions for part-time employees and, where appropriate, provisions regarding temporary employees.
- (g)
  - (i) On termination of the job share arrangement, the permanent incumbent shall revert to the regular full-time hours of their position. The employee working the temporary portion of the job share shall revert to their former status or position.
  - (ii) In the event of layoffs or displacement, employee(s) shall be laid off and/or displaced from their permanent position(s). If the employee working the temporary vacancy of the job share is affected, they shall revert to their former status or position.

## **ARTICLE 7 - RELIEF ASSIGNMENT**

- 7.01** An employee designated to relieve in an out of scope position shall receive an additional fifty dollars (\$50.00) per day. Employees retain the right to refuse the designation.
- 7.02** Temporary assignment to relieve in an out-of-scope position shall not remove an employee from the bargaining unit or from the terms of this agreement for a period of six (6) months. The temporary position will be limited in managerial functions and shall not include the responsibility to hire, fire, approve leaves, evaluate or discipline employees.
- 7.03** Any time during the temporary relief assignment, an employee shall be returned to their former position at their request.

## **ARTICLE 8 - LEAVE OF ABSENCE**

- 8.01** (a) Insofar as the regular operation of the office will permit, leave of absence without pay shall be granted to employees. All requests for leave of absence must be submitted in writing to the employee's immediate supervisor.

Such requests for leave of absence shall be forwarded to the employee's immediate supervisor with as much advance notice as possible (desirably one (1) month).

The Employer shall provide a written response within ten (10) working days of such request or thirty (30) calendar days prior to the commencement of the requested leave, whichever is later, but in every instance, before the first day of the requested leave.

Where an employee has unused vacation entitlement from a prior vacation year, vacation shall be used before leave of absence without pay.

- (b) Upon completion of a leave of absence, the employee shall return to the same position, classification, and step on the salary scale that they occupied prior to the granting of such leave.
- (c) Failure to return from a leave of absence on the appointed date may be deemed to be a resignation, unless the employee can show justifiable reasons for failure to return to work.
- 8.02** A permanent full-time or permanent part-time employee who has completed four (4) years of service with the employer shall be granted upon request, insofar as the regular operation of the office will permit, a leave of absence, without pay, for a period of at least three (3) months and not exceeding one (1) year, on one occasion only after each four (4) years of service are completed. Notwithstanding that, no more than one (1) employee in each classification may access such leave at the same time unless mutually agreed otherwise. An employee shall give two (2) months' notice to access such leave, unless mutually agreed otherwise.

- 8.03** (a) Except as provided in Articles 8.03 (b), 8.03 (c) and 8.04 (b) below, when a leave of absence without pay is for more than thirty (30) days, the employee shall not accumulate or earn sick leave or annual vacation credits for the period of the absence in excess of thirty (30) days. A new increment date shall be established for determination of future service increments.
- (b) For unpaid education leave of absence of twelve (12) weeks or less, and all other unpaid leaves of absence of thirty days or less, an employee shall continue to earn sick leave and annual vacation. The salary increment date shall also be maintained.
- (c) An employee who has completed one (1) year of service with the Employer shall be granted, upon request, a leave of absence without pay for educational purposes for a



period not exceeding one (1) year and shall return to the same or similar position, classification, and step on the salary scale that they occupied prior to the granting of such leave.

#### **8.04 Leave for Public Duties and Educational Purposes**

(a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall grant reasonable leave of absence without pay so that the employee may seek nomination to be a candidate, be a candidate, or be otherwise involved in federal, provincial or municipal election, an election for a school division, or an election to the Conseil scolaire Fransaskois. During such leave of absence, an employee shall suffer no loss of benefits for the first thirty (30) days of absence. An employee who is elected to public office shall be allowed leave of absence without pay for such period during the employee's term of office as may be necessary for the employee to fulfil the duties of their office.

(b) (i) On written request of the employee, the Employer may grant leave of absence with or without pay and without loss of benefits to an employee to attend conferences, workshops and seminars when the topic relates to the job being performed.

The Employer may reimburse the employee for all or a portion of the costs and expenses arising out of their attendance and such shall be determined prior to attendance should the request be granted.

(ii) If the Employer requires an employee to attend any educational program or conference, such attendance shall be with pay and all costs and expenses related to attendance shall be paid by the Employer.

#### **8.05 Parental Leave**

(a) An employee who is pregnant or becomes a parent of a child or children, including through the adoption of a child or children during their period of service with the employer, shall be entitled to leave as outlined below. Request for parental leave shall specify the length of the leave.

(i) **Maternity:** An employee who is pregnant shall present a medical certificate confirming the probable date of birth. For the portion of the maternity leave during which an employee has a valid health-related reason for being absent from work, sick leave and Long Term Disability shall apply.

(ii) **Parental:** An employee who wishes to request parental leave shall notify the employer at least five (5) weeks in advance of the expected date of birth or adoption.

- (iii) Adoption: An employee shall give the employer notice of the possibility of adoption upon the determination of eligibility.
- (b) Parental leave shall be granted to a maximum of eighteen (18) months as requested by the employee unless by mutual agreement the leave is further extended. During such leave, sick leave and vacation credits will continue to accrue and the salary increment date shall be maintained. Employer contributions will continue to be made on behalf of employees for the first six (6) month period for pension.-Employees shall make their normal pension contribution through the Employer. Employer contributions will continue to be made on behalf of employees for the first twelve (12) month period for the Extended Health Benefit Plan and Enhanced Dental Plan. Group Life Insurance coverage will be provided upon approval by the insurance carrier, with application to be made by the employee concerned. Such leave may be broken into several blocks of time as agreed by the employee and the Employer. The remainder of the leave is without the accumulation of benefits.

(c) Supplemental Employment Insurance

Employees commencing maternity or parental/adoption leave will receive the Supplementary Employment benefits if they meet eligibility requirements. Maternity/-Parental/ Adoption Supplemental Employment Benefit (SEB) shall only apply to regular full-time and regular part-time employees.

“Eligible employee” shall mean an employee who has completed at least twenty (20) weeks of employment prior to commencing their maternity and/or parental/adoption leave, and who is in receipt of Employment Insurance maternity or parental benefits.

(i) Maternity Supplemental Employment Benefits

When an employee is granted maternity leave without pay, the employee shall receive an allowance from the Employer which together with the Employment Insurance benefits shall equal seventy-five per cent (75%) of the employee’s regular weekly earnings, less overtime and other premium payments. SEB payment shall commence following completion of the one (1) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of EI maternity benefits for a maximum of fifteen (15) weeks.

(ii) Parental/Adoption Supplemental Employment Benefits

When an employee is granted parental/adoption leave without pay, the employee shall receive an allowance from the Employer which together

with the Employment Insurance benefits shall equal seventy-five per cent (75%) of the employee's regular weekly earnings, less overtime and other premium payments. SEB payment shall commence following completion of the one (1) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the employee is in receipt of EI parental/adoption benefits for a maximum of thirty-five (35) weeks.

In instances where two employees share the parental/adoption leave and both are in receipt of EI parental benefits, both employees shall be eligible for the SEB to a maximum of seventeen (17) weeks for one employee and eighteen (18) weeks for the other.

(iii) SEB Payment Calculation

SEB payments will be based on the regular weekly rate of pay in the employee's home position.

The regular weekly rate of pay shall be determined by multiplying the employee's regular weekly work hours by the regular hourly rate of the last day worked prior to the leave and excludes overtime, premiums and allowances.

Regular weekly work hours for regular part-time employees shall be determined by calculating the average regular hours paid per week over twenty (20) weeks preceding the commencement of the leave.

Salary changes with an effective date during the leave will not result in an adjustment to the SEB payment.

- (d) An employee returning from parental leave shall return to the same position that they occupied prior to the leave.
- (e) Notice of intention to return to work or request for a change of the length of leave of absence must be forwarded to the Employer at least one (1) month prior to the expiration of the leave.

## 8.06 Leave For Union Business

- (a) An employee who is selected, appointed or elected to a full-time position with the Union or is selected or elected to a full-time position with the Saskatchewan Federation of Labour, Canadian Labour Congress or a provincial labour council shall be granted leave of absence without pay for a period of up to two (2) years subject to renewal on application to the Employer for successive periods of up to two (2) years each.
- (b) On the request of the Union, two (2) weeks in advance of the requested leave and insofar as the regular operation of the Employer permits, employees designated by Union shall be granted leave of absence without pay for Union business. The number of employees granted such leave shall be determined mutually between the Union and the Employer, but at least one (1) employee per occasion. The time limits for notice of such leave may be reduced by mutual agreement.
- (c) During such Union leave, the Employer agrees to continue to pay normal salary and benefits to those employees designated on a short-term basis of thirty (30) days or less to attend to Union business as referred to in clause 8.06 (a), and the Employer is to charge the Union for reimbursement of the cost. Such costs shall only include:
  - (i) Actual wages;
  - (ii) Employer's share of Canada Pension contributions;
  - (iii) Employer's share of Employment Insurance premiums;
  - (iv) Employer's share of **Pension/RRSP** contributions;
  - (v) Workers' Compensation premiums;
  - (vi) Employer's share of all benefit plans (i.e., LTD, dental, group life, etc.).

## 8.07 Leave for Jury Duty

When an employee is subpoenaed for jury duty or as a court witness, they shall not suffer any loss of salary or accrual of benefits while so serving.

- 8.08** (a) Upon request, on the death of a family member or someone with whom the employee has had an equivalent relationship, as herein defined, an Employee shall be granted bereavement leave with pay as follows:
- (i) Up to five (5) working days in the event of the death of a spouse (opposite sex or same sex, married or unmarried couples), fiancé(e), mother, father, brother, sister, son, daughter, father-in-law, mother-in-law, grandparents or grandchildren.
  - (ii) Up to three (3) working days in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, aunt, uncle, niece or nephew.
  - (iii) Up to two (2) working days in the event of the death of someone with whom the Employee has had a very close relationship.
  - (iv) Employees who have to travel five hundred (500) kilometres or more one way to attend funeral or other family responsibilities related to (i) and (ii) shall be granted an additional two (2) days without loss of pay.
  - (v) Insofar as the regular operation of the Employer will permit, up to four (4) hours to attend the funeral of a co-worker.

In addition, the Employee may request family leave, sick leave, vacation, unpaid leave of absence or any combination thereof as may be required for this purpose.

- (b) Special leave of absence, for up to five (5) paid days, shall be granted in cases of pressing necessity. Pressing necessity shall be limited to sickness, accident, unforeseen emergency to the employee's immediate family or someone with whom they have a very close relationship or accident or unforeseen emergency to the employee.

- (c) Family Leave

Any employee shall be entitled to utilize up to seven (7) paid days per calendar year to attend to family obligations and/or responsibilities. This benefit shall not be pro-rated for other than full time employees.

- (d) Compassionate Care Leave

An employee with a family member in the end-stage of life shall be entitled to leave of absence without pay for a period of up to six (6) months.

- 8.09** During approved leaves of absence, and unless otherwise stipulated herein, all employees shall have the option of continuing their benefit coverage with the premiums to be paid by the Employee.
- 8.10** Notwithstanding Article 21.04, temporary employees shall be allowed access to bereavement leave in accordance with Article 8.08 (a), pressing necessity leave as per Article 8.08 (b), family leave as per Article 8.08 (c) and compassionate care leave as per Article 8.08 (d).
- 8.11** The Employer agrees to make available a “Deferred Salary Plan” in accordance with the “Staff Voluntary Leave Plan (1995)”.

## **ARTICLE 9 - SICK LEAVE**

- 9.01** Sick leave means the periods of time an employee is absent from work by virtue of being sick or disabled or because of an accident.

If the Employer requests a medical certificate from an employee to verify an illness, the employee has four (4) working days, excluding weekends and statutory holidays, to attend on a doctor to obtain the requested medical information. The Employer shall pay for the medical certificate.

- 9.02** After one (1) month of service calculated from the date of commencement of employment with the Employer, all employees shall be entitled to cumulative sick leave at the rate of one and one-half (1½) working days for each month of employment, prorated based on paid hours, up to a maximum of two hundred (200) working days and such credits shall be utilized to maintain the regular income of an employee who is on sick leave.
- 9.03** When an employee is absent as a result of an accident in connection with the employee’s employment and benefits are being paid by the Workers’ Compensation Board, the difference between the employee’s regular net pay and Workers’ Compensation payment will be paid by the Employer for a period not to exceed two (2) years and shall not reduce the employee’s accumulated sick leave credits.
- 9.04** During the two (2) year time period referenced in Article 9.03 or Article 26.04(d), employees off on sick leave and/or Workers’ Compensation and/or Long Term Disability shall continue to earn benefits comprised of **the Employer’s share of pension or RRSP contribution**, vacation, and sick leave.
- 9.05** **The Employer contributions will continue to be made on behalf of employees for the first twelve (12) month period for the Extended Health Benefit Plan and Enhanced Dental Plan while on unpaid sick leave, LTD, or WCB.**

**9.06** An employee who is unable to make the necessary arrangements for maintenance of personal or family member's health care outside of scheduled work time shall be granted time off with pay. Such time shall not be deducted from the employee's sick leave accumulation and shall not exceed sixteen (16) working hours per year except in extenuating circumstances.

On request, the employee will be required to show proof of such care.

**9.07** In the event an employee is on sick leave and sick leave credits have expired, the employee shall be placed on "sick leave without pay" for up to one (1) year commencing from the date of going on such leave.

It is understood that on the expiration of the period noted above, the Employer shall have the right to reassess the employee's status.

**9.08** An employee may borrow sick leave credits up to a maximum of ten (10) working days in instances of prolonged illness or accident when their sick leave bank has been exhausted. In the event that the employee terminates, dies or retires, any overdrawn amount owing will be recovered by the employer either from payments due to the employee, if any or as a direct payment from the employee or their estate.

## **ARTICLE 10 - ANNUAL VACATIONS**

**10.01** Vacation credits shall be earned on the following basis:

- (a) During the first (1st) year of continuous employment, one and one-quarter (1 1/4) days per month worked (maximum of fifteen (15) working days per year).
- (b) During the second (2) and subsequent years of continuous employment, one and two-thirds (1 2/3) days per month worked (maximum of twenty (20) working days per year).
- (c) During the eighth (8<sup>th</sup>) and subsequent years of continuous employment, two and one-twelfth (2 1/12) days per month worked (maximum of twenty-five (25) working days per year).
- (d) In the twelfth (12<sup>th</sup>) and subsequent years of continuous employment, one (1) additional day per year of continuous employment to a maximum of thirty-five (35) working days per year.

**10.02** An employee shall be entitled to receive annual vacation in:

- (i) An unbroken period or;
- (ii) Periods of less than one (1) week or;
- (iii) Periods as mutually agreed between the Employer and the employee.

**10.03** The vacation accrual year shall be the twelve (12) month period commencing on the first (1st) day of **January** in each calendar year and concluding on the **thirty-first (31st)** day of **December** of the **same** calendar year.

**10.04** Upon termination, an employee shall receive payment at the current rate for unused vacation days.

**10.05** Where in respect to any period of vacation leave, an employee:

- (a) Is granted bereavement leave or;
- (b) Is granted sick leave as a result of hospitalization or;
- (c) Is granted sick leave for an illness for a duration of more than three (3) days (a medical certificate substantiating proof of illness shall be required) or;
- (d) Is granted other approved leave of absence.

The period of vacation so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or deferred for use at a later date.

**10.06** The Employer shall provide the employee with both of the following calculations. The employee shall receive the greater amount of annual vacation pay as determined by those calculations.

- (i) The number of working days of annual vacation earned in accordance with 10.01 and subject to 10.03 times (X) the employee's regular rate of pay at the time of taking annual vacation; or
- (ii) As determined by the employee's eligibility for annual vacation of either 3/52, 4/52, 5/52, 6/52 or 7/52 of the employee's gross earnings, plus where applicable, the appropriate proportion of the additional day(s) accrued in accordance with Article 10.01 (d).

Gross earnings shall include all remuneration paid to the employee with the exception of meal allowance and transportation allowance.



**10.07** Employees will not be permitted to carry over vacation from one (1) vacation year to another except to a maximum of two (2) weeks of earned vacation credits or in extenuating circumstances or as may otherwise be approved by the Employer.

Any vacation in excess of the two (2) weeks of earned vacation carried over must be used by June 30 of the year following that in which it was earned.

In the event the employee's vacation in excess of the two (2) weeks of earned vacation carried over has not been scheduled by March 31, the Employer and employee shall meet to discuss and confirm the scheduled vacation.

**10.08 Scheduled annual vacation once posted, shall only be changed by mutual consent between the Employee and Employer, except in extenuating circumstances.**

## **ARTICLE 11 - STATUTORY HOLIDAYS**

**11.01** The following shall be considered statutory holidays with pay:

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

And all other federally, provincially and civically proclaimed holidays.

**11.02** Where any of the above named holidays fall on a Saturday, then the Friday previous shall be deemed the holiday. Where any of the above named holidays falls on a Sunday, the following Monday shall be deemed to be a holiday or as may otherwise be agreed between the Union and the Employer.

**11.03** If a statutory holiday falls during an annual vacation period, the employee shall receive an additional day or days off.

**11.04** Employees required to work their scheduled statutory holiday off shall receive one and one-half (1 ½ x) their regular rate of pay for the hours worked, in addition to the pay they would otherwise receive for the statutory holiday. Any hours worked shall be rescheduled as time off in lieu with pay or banked as per Article 6.07.

**11.05** (a) Each employee shall have two (2) days off with pay at their discretion and choice per year. The Employer may limit such days with pay to one employee from each of the Saskatoon or Regina offices on any given day. During an employee's first (calendar)

year of employment, those employees who commenced employment after July 1st shall be eligible for one (1) day off with pay.

- (b) **Each employee shall be entitled to take their birthday off with pay and can schedule the day off to coincide with the weekend immediately prior to, or after the actual date of the birthday.**
- (c) In addition, one office per year will be closed between Boxing Day and New Year's Day on an alternating basis, beginning with the Regina office in 2000. Such time off shall be with pay. If required by the Employer, Accounting staff may be excepted from the closing during this period, but will be entitled to take off an equal amount of time during the year.
- (d) When an employee's unpaid day of rest falls on a day within the period of any paid Christmas closure, such employee shall be entitled to take an additional vacation day in lieu to be scheduled at a mutually agreeable time between December 1 and December 21 of the calendar year in which the unpaid day of rest falls.

**11.06** (a) When a statutory holiday falls on a part-time employee's regular day of work, the employee shall receive their regular rate for that day.

- (b) In the case of casual employees or when a statutory holiday falls on a part-time employee's regular scheduled day off, that employee shall be paid the greater of three different calculations:
  - (i) Total hours in previous four (4) weeks divided by twenty,  
or;
  - (ii) Total hours in previous twelve (12) months divided by 1820,  
or;
  - (iii) Average daily wage, exclusive of overtime, for the four (4) immediately preceding days during which they worked that bear the same name as the day on which the public holiday occurs.

## **ARTICLE 12 – POSTINGS, PROMOTIONS AND TRANSFERS**

**12.01** (a) Notice of all vacancies and newly created positions within the scope of this agreement shall be posted on the Local's bulletin boards in both offices at least ten (10) calendar days in advance of the appointment and as soon as possible thereafter on the intranet. The ten (10) calendar days shall commence when the posting is posted on the union's bulletin boards. When circumstances require that a vacancy be filled before the expiration of ten (10) days, it shall be filled during that interval only on a temporary basis. A newly created Officer position shall also include temporary assignment to a specific task or assignment for six (6) months or more

which includes duties and responsibilities not previously assigned to any Officer and is, in effect, a different job.

- (b) Posting of vacancies shall include the job title, employment status, location, normal hours of work, days of work per week, qualifications required, rate of pay, anticipated date of appointment. Upon agreement between the parties, location and anticipated date of appointment may be subject to change due to operational requirements. It is agreed by the parties that not more than two (2) postings of vacancies, arising out of the initial vacancy, shall be required in the offices. A copy of all postings shall be forwarded no later than the day of posting to the President and the Secretary of the Local Union.
- (c) The Employer shall not post outside the bargaining unit until the internal posting process is completed and all internal applicants have been considered.
- (d) Testing

Should any testing be required as part of the process for filling vacancies, the same shall be clearly indicated on the job posting and communicated to the President and Secretary of the Local Union. Applicants will also be made aware of this requirement in advance of an interview. Tests shall reasonably relate to the requirements of the position.

**12.02** If there is a dispute between the Employer and the Union as to whether the new position is within or outside the scope of the bargaining unit, such shall first be the subject of negotiation. Failing settlement, the matter shall be referred to the Labour Relations Board for adjudication.

**12.03** Positions Requiring Higher Qualifications

The senior applicant who does not possess all the required qualifications but who has performed comparable work for the Employer may be appointed to the position on a trial basis. Should the Employer not appoint that applicant, the Employer shall provide written reasons to the local. The senior applicant will be provided a thirty (30) calendar day trial period for skill development and orientation.

If the employee so selects or if the employee is demonstrably unable to perform the assigned duties, they shall revert to their former position without prejudice and without loss of seniority.

**12.04** All applications for vacancies, promotions, transfers shall be made to such persons as the Employer may designate.

**12.05** In filling vacancies, appointment(s) shall be made of the applicant with the greatest seniority from among those meeting the required qualifications to perform the duties of the position. The successful applicant shall commence employment in the position within four (4) weeks of the closing date of the posting unless otherwise mutually agreed between the Union and the Employer.

- 12.06** Within one hundred and twenty (120) days following a promotion or thirty days (30) following a lateral transfer to a permanent or temporary position, if the employee so selects or if the employee is demonstrably unable to perform their assigned duties, they shall revert to their former position without prejudice and without loss of seniority. Other employees promoted or transferred as a consequence of the original promotion or transfer shall also be returned to their former positions without prejudice or loss of seniority.
- 12.07** All employees shall be provided with a Letter of Appointment setting forth their job status and hours of work.
- 12.08** When the appointment is made, the successful applicant shall be notified in writing. All internal applicants shall also be advised in writing of the name of the successful applicant. The President and Secretary of the Local Union shall be notified of the appointee's name and department.
- 12.09** The Employer shall provide orientation of not less than ten (10) working days for each employee at the commencement of their employment, or at the request of the employee on their transfer to a new position.
- 12.10** Letter of Understanding

If the Employer proposes to create a new position or positions during the life of this Collective Agreement, the Employer shall advise the Union in advance of the nature of the proposed position(s) and if agreed, a Letter of Understanding shall be executed that defines the working conditions and wage rate of the new position(s).

Should the Union object to any aspect of the proposal, and if the parties are unable to reach agreement in any dispute that may arise, such dispute shall be resolved in accordance with the Grievance Procedure. Any new rate shall be retroactive to the time the position was filled. A Letter of Understanding to address the new position's(s') wages and working conditions will be executed by the parties upon resolution of the dispute.

## **ARTICLE 13 - RECLASSIFIED POSITIONS**

- 13.01** When the Employer wishes to reclassify current positions, the Employer will advise the Union in advance of the nature of the proposed reclassification and the proposed wage rate. Should the Union object to any aspect of the proposals, and the parties are unable to reach agreement in any dispute that may arise, such dispute shall be resolved in accordance with the Grievance Procedure. Any new wage rate shall be retroactive to the time the position was first filled by an employee.
- 13.02** Should a position be reclassified to a lower paid classification, the incumbent shall retain their existing wage rate and shall receive any negotiated economic increases.

**13.03** If there is a dispute between the Employer and the Union as to whether the reclassified position is within or outside the scope of the bargaining unit, such shall first be the subject of negotiation. Failing settlement, the matter may be referred to the Labour Relations Board for adjudication.

**13.04** If a position is reclassified, the incumbent shall remain in the position as reclassified.

**13.05** Where the employer makes substantive change(s) to an existing position, the Employee or Union may refer the position for review. In the event the parties are unable to reach agreement, such dispute shall be resolved in accordance with the grievance procedure.

**13.06** The President and Secretary of the Local Union shall be provided a copy of the Letter of Appointment that sets forth the job status and hours of work.

**13.07** Expression of Interest

Where there is a change in duties of a non- Officer/SUN Lawyer/Nurse Research and Practice Advisor position that is anticipated to be longer than sixty (60) days in duration, details of the change shall be circulated, in writing, to all employees in the same classification. The expression of interest for the altered position shall contain a section where the employee will indicate interest or shall decline to pursue the changed position.

## **ARTICLE 14 - PROBATIONARY PERIOD**

**14.01** Employees shall be on probation as follows:

- (a) Office Assistants and Office Assistant, Payroll: Sixty (60) calendar days of employment.
- (b) Officers, SUN Lawyer, Nurse Research and Practice Advisors, Accountant: One hundred and twenty (120) calendar days of employment.
- (c) Casual Employees: Forty (40) working days of employment.

Midway through the probationary period, sixty (60) or one hundred and twenty (120) calendar days or forty (40) working days, as applicable, and upon its conclusion, the Employer will apprise the employee in writing of their performance.

A temporary employee will be appraised in writing of their performance at the conclusion of the temporary position.

It is recognized that the probationary period may be extended on one (1) occasion only up to a maximum of sixty (60) calendar days for Office Assistants or ninety (90) calendar days for Officers, the SUN Lawyer, Nurse Research and Practice Advisors, and Accountant, when, in the opinion of the Employer, circumstances warrant such extension. It is agreed that circumstances warranting the extension, the improvements expected by the Employer and the duration of the extension, must be communicated in writing to the employee prior to the expiration of the first (1st) probationary period.

During the probationary period, the Employer is expected to give as long a notice of termination as possible with a minimum of one (1) week, or pay in lieu. It is recognized by the parties, that although the Employer is obliged to prove some cause for the discharge of a probationary employee, such cause need not be of the same form or weight as that required to justify the discharge of a seniority-rated employee.

## **ARTICLE 15 - SENIORITY**

### **15.01 Seniority**

An employee's "seniority date" shall be the date on which an employee's continuous service within the bargaining unit commenced, including all prior periods of service as a casual, temporary or permanent Employee contiguous to present employment.

An employee hired on or after January 1, 2006 shall use their date of hire as their seniority date.

### **15.02 An employee shall only lose seniority in the event the employee:**

- (a) Is discharged for just cause and is not reinstated;
- (b) Voluntarily terminates the employ of the Employer;
- (c)
  - (i) Fails to return to work immediately following the termination of leave of absence, unless the employee can show justifiable reasons for failure to return to work.
  - (ii) Fails to return to work within ten (10) days from notification by the Employer to return to work following a lay-off; unless the employee can show justifiable reasons for failure to return to work.
  - (iii) Fails to return to their position after six (6) months in a temporary out-of-scope position.
- (d)
  - (i) Is laid off for a period longer than twelve (12) months.

- (ii) Is a casual employee who has not worked for the Employer for a period longer than twelve months. Casual employees who are unavailable for work for reasons contemplated by Article 8, Leaves of Absence, public duties or educational purposes, parental leave or leave for union business shall upon request have this termination date extended to take into account these reasons for unavailability.

**15.03** The Employer shall maintain a seniority list showing the date upon which such employee's service last commenced and shall include seniority as calculated in Clause 15.01. An up-to-date seniority list shall be posted in places accessible to all employees quarterly, in March, June, September and December, with a copy to the Union. The seniority list shall be open for correction for a period of thirty (30) days from the date of posting.

## **ARTICLE 16 - LAYOFF AND RECALL**

**16.01** Both parties recognize that job security should increase in proportion to length of service. If there is to be a reduction of staff or a reduction in hours of work of staff within the bargaining unit, the Employer will give the Union as much advance notice as possible, and discussion will begin to determine what should be done with those employees whose positions become redundant. Employees shall be laid off in reverse order of seniority and shall be recalled in the order of their seniority provided they are qualified to perform the work. Seniority shall be maintained for a period of lay-off not exceeding twelve (12) months. During that time, no new employees will be hired until those laid off have been given an opportunity of employment, which includes orientation and skill development, not exceeding one hundred and twenty (120) days, if necessary.

- 16.02** (a) In the event of a reduction of staff or a reduction in hours of work as set out in Article 16.01 herein, seniority, subject to meeting the required qualifications to perform the duties of the position, can be used to displace an employee with less seniority.
- (b) Any employee so displaced shall also be entitled to a like exercise of seniority rights to displace an employee of less seniority.

**16.03** Employees subject to layoff will be given notice as far as possible in advance in accordance with *The Saskatchewan Employment Act*, and in any case, a minimum of one (1) month.

**16.04** Regular employees shall not suffer a reduction in hours of work as a result of the employment of temporary or casual employees.

**16.05** Subject to benefit plan provisions, employees affected by layoff may make arrangements to pay the full premium for benefit plans during the period of layoff.

**16.06** Full-time employees subject to layoff and not recalled shall receive an amount equal to:

Ten (10) days x the number of complete and/or partially complete years of service as a full-time employee x the employee's current daily rate of earnings.

Part-time employees subject to layoff and not recalled shall receive an amount equal to:

Ten (10) days x the number of paid hours, inclusive of approved leaves, divided by the 1820 or 1813.50 or 1755 hours times the employee's current daily rate of earnings.

Ten (10) days x  $\frac{\text{paid hours inclusive of approved leaves}}{1820 \text{ or } 1813.50 \text{ or } 1755}$  x employee's current daily rate of earnings

For the purpose of calculation of Article 16.06, all employees shall be considered to have worked as though they were full-time employees prior to January 1, 2011, regardless of current status.

## **ARTICLE 17 - RESIGNATION AND RETIREMENT**

**17.01** Wherever possible employee(s) are expected to give one (1) month's notice of intention to terminate employment.

**17.02** (a) Employees having fifteen (15) years' service with the Employer as a full-time employee and on reaching the age of fifty-five (55) upon retirement shall receive severance pay in the amount of:

Five (5) days x the number of complete and/or partially complete years of service x the employee's current daily rate of earnings.

Employees having fifteen (15) years' service with the Employer as a part-time, job share or casual employee and on reaching the age of fifty-five (55) upon retirement shall receive severance pay in the amount of:

Five (5) days x the number of paid hours, inclusive of approved leaves, divided by 1820 or 1813.50 or 1755 hours x the employee's current daily rate of earnings.

Five (5) days x  $\frac{\text{paid hours inclusive of approved leaves}}{1820 \text{ or } 1813.50 \text{ or } 1755}$  x employee's current daily rate of earnings



- (b) For the purpose of calculation of Article 17.02, all employees shall be considered to have worked as though they were full-time employees prior to January 1, 2011, regardless of current status.

**17.03** If an employee dies and they would have been entitled to receive a Long Service Award, the Long Service Award to which they would have been entitled shall be paid to the employee's beneficiary, or to their estate, if they had not named a beneficiary.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

**18.01** A grievance is defined as any difference between the Union, an employee, or group of employees covered by the terms of this Agreement, and the Employer.

**18.02** At any stage, including prior to a formal grievance being filed, should either party so request, a meeting shall be convened to discuss the matter without prejudice to its respective position. It is understood that such meetings may take place by teleconference.

Grievance meetings shall be on Employer time. The employee(s) and Union representative shall be paid for all time spent dealing with grievances. This shall not include travel time related to the grievance(s) between the Regina and Saskatoon offices or vice versa unless mutually agreed to by the parties. It is agreed that the Union may provide additional representatives at no cost to the Employer.

**18.03** The parties agree that issues shall be fully explained during initial discussions and at each step of the grievance process. The parties further agree that as relevant information and documentation becomes available, it shall be disclosed.

**18.04** Step 1

The Union shall, within thirty (30) days of its occurrence, submit a written and signed grievance to the employee's immediate supervisor setting out the following:

- (a) The nature of the grievance and the circumstances out of which it arose;
- (b) The section or sections of the Agreement allegedly infringed upon or alleged to have been violated;
- (c) The remedy or correction the Employer is requested to make.

Should either party so request, a meeting shall be convened within fourteen (14) calendar days of the grievance being filed to discuss the matter. The Director or designate shall give a written decision within fourteen (14) calendar days of receipt of the written grievance or from the date of the meeting, as applicable.

**18.05** Step 2

If the decision of the Director or designate is unsatisfactory to the grieving party, it shall be referred to the Board of Directors within seven (7) calendar days of receipt of the decision.

**18.06** The Board of Directors or a committee thereof shall meet with the Union within fourteen (14) calendar days of receiving the grievance and shall hear and review the Union's presentation on the matter. The Board of Directors shall render a written decision within fourteen (14) calendar days from the date of this meeting.

**18.07** Step 3

In the event the difference remains unsettled, the matter shall be referred to arbitration within fourteen (14) calendar days of the Board of Directors' decision. If the grievance is not taken to arbitration as herein provided within fourteen (14) calendar days, the grievance shall be deemed to be abandoned by the Union.

**18.08** Either of the parties may notify the other party in writing of its desire to submit the difference to arbitration, and the notice shall contain a statement of the difference. An arbitrator, mutually agreeable to both parties, shall be appointed within twenty-one (21) calendar days.

**18.09** Should the parties fail within thirty (30) calendar days to agree upon an arbitrator, a Board of Arbitration shall be established in accordance with *The Saskatchewan Employment Act*.

**18.10** The arbitrator shall hear the difference as soon as possible and shall render a decision as soon as possible thereafter.

**18.11** The arbitrator shall not have the power to alter or amend any provisions of the collective agreement or to substitute any provisions or to give any decision inconsistent with the terms of this Agreement.

**18.12** The arbitrator shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and upon any employee affected by it.

**18.13** The two (2) parties shall bear equally the expenses of the arbitrator.

**18.14** The time limits specified above may be extended by the consent of both parties.

**18.15** It is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that time limits established herein are 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.

**18.16** Any difference arising between the parties which is the subject of a grievance, may, upon the agreement of the parties, be referred to Expedited Arbitration.

Should the parties agree to Expedited Arbitration, the matter shall be referred to the Arbitrator within seven (7) working days. The Arbitrator shall convene a hearing within seven (7) working days of the referral and shall render a decision within three (3) working days of the hearing.

The Arbitrator shall have the authority to determine the general procedure to be followed.

The Union shall have representation from the National Representative assigned to the Local and the Employer shall have representation from the out-of-scope employees. Neither side will use outside legal counsel.

The two parties shall bear equally the expense of the Arbitrator.

The parties shall agree to a list of two (2) people to be designated as Expedited Arbitrators, who will serve in rotation, if available but the greater consideration shall be in respect to the timelines as provided in this Article.

**18.17** It is agreed that, at the request of either party, the parties may engage the assistance of a Mediator, prior to or at any step of the Grievance Procedure. Mediation is non-binding and without prejudice to either parties position. Either party may advance the matter to Arbitration should mediation not be successful.

The two (2) parties shall bear equally the expense of the mediator.

## **ARTICLE 19 - GENERAL ALLOWANCES**

**19.01** (a) An in-province meal allowance shall be paid on the following basis:

**Seventy-five dollars (\$75.00), or for partial days:**

Breakfast	<b>\$20.00</b>
Lunch	<b>\$25.00</b>
Supper	\$30.00

(b) An out-of-province meal allowance shall be paid on the following basis:

**Ninety-five dollars (\$95.00), or for partial days:**

Breakfast	\$22.00
Lunch	\$27.00
Supper	\$46.00

This amount shall be paid in Canadian or US currency, whichever is greater, if incurred in USA.

**19.02** Employees shall be reimbursed for reasonable expenses incurred in the performance of their duties and shall provide proof of payment excluding meal receipts. An employee may request a larger advance in any given month. The employee shall have the option to repay the advance on the next expense cheque, or to have such advance continued.

**19.03** Parking

The Employer will, as space is available within the office complex, provide a parking space with plug-in for each employee. In the event space within the office complex is not available, the Employer will rent sufficient parking stalls with plug-ins for the use of all employees at the Employer's expense.

**19.04** Out-of-Town Travel

Employees shall not be required to use their own vehicles for travel outside of the city. Employees who are required to travel out of town shall either:

- (a) Rent a car from a car rental company as designated or approved by the Employer for the required travel, the cost to be paid by the Employer, or;
- (b) Use their own vehicle and bill the Employer a rate equal to the non-taxable cap kilometer rate established annually for by the Canada Revenue Agency for all kilometers travelled.
- (c) It is understood that any increase to the non-taxable cap during the term of this Collective Agreement shall be the new fixed rate.

**19.05** In-Town Travel within Base City (Saskatoon-Regina)

Employees shall receive a minimum of seven dollars (\$7.00) for the first in-town trip in any day; or the applicable rates set out in 19.04 (b). For each additional trip in that day, they shall receive the applicable rates set out in Article 19.04(b).

Employees may choose to use a taxi-cab in lieu of their own vehicle for travel within their base city.

**19.06** Survival kits, including flares, cables, extension cords and shovels, shall be made available to each staff member required to drive outside Regina or Saskatoon on SUN business during the winter.

**19.07** (a) The Employer shall pay premiums for a Business Package Policy, including glass coverage, up to a maximum of three hundred dollars (\$300.00) for each Officer, the SUN Lawyer, and Nurse Research and Practice Advisor. **Receipts must be submitted by December 15th, except in extenuating circumstances.**

- (b) Third party liability insurance will be paid by the Employer if the employee rents a vehicle for business use.
- (c) The Employer shall provide third party liability insurance over and above (a) and (b) for all employees while on union business.
- (d) The Employer shall pay for towing charges and other such emergency aids in the event of accident requiring roadside assistance.

**19.08** Should the Employer require an employee to have a particular professional qualification or designation, the Employer shall pay the associated fees.

**19.09** Each employee shall receive the equivalent exam time hours off for all approved Employer reimbursed education and/or courses on the day of the exam.

**19.10** The Employer agrees to provide a cellular telephone for each permanent Officer, the SUN Lawyer, and Nurse Research and Practice Advisors. Other **employees, at the discretion of the Employer, who are required to use a cell phone when conducting the business of the Employer** shall be supplied with cellular telephones as required for SUN business. Employees may choose instead to use a personal cellular telephone and be reimbursed monthly for an amount equivalent to the amount the Employer pays for its standard employee voice and data package.

## **ARTICLE 20 - SALARIES**

**20.01** Wages shall be paid monthly and shall be accompanied by a statement of hours worked, gross wages and itemized deductions for net earnings. A mid-month advance shall be available to a maximum of one-half of the employee's monthly net pay.

**20.02** Adjustment to and Progression along Schedule "A" - Wage Scale:

- (a) Full-time employees placed at Step 1 of Schedule "A" shall remain at such rate for one (1) year of service and then shall move to each step thereafter on completion of each subsequent year of service.

1820 paid hours for an Officer, the SUN Lawyer and a Nurse Research and Practice Advisor and 1813.50 paid hours for the Accountant, and 1755 paid hours for an Office Assistant.

- (b) Part-time and casual employees shall receive a half (½) increment on the completion of 910 regular hours for Officers, the SUN Lawyer, Nurse Research and Practice Advisors and 906.75 regular hours for the Accountant and 877.50 regular hours for Office Assistants or one (1) year whichever occurs later.

On completion of 1820 regular hours for Officers, the SUN Lawyer, Nurse Research and Practice Advisors and 1813.50 regular hours for the Accountant and 1755 regular hours for Office Assistants the employee shall receive the first full increment.

On completion of 2730 regular hours for Officers, the SUN Lawyer, Nurse Research and Practice Advisors and 2720.50 regular hours for the Accountant, and 2632.50 regular hours for Office Assistants, the employee shall receive an additional one-half (½) increment.

On completion of 3640 regular hours for Officers, the SUN Lawyer, and Nurse Research and Practice Advisors and 3627 regular hours for the Accountant and 3510 regular hours for Office Assistants the employee shall receive the second full increment.

Advancement through further steps in the pay scale shall be in accordance with the procedure outlined above.

## **ARTICLE 21 - TEMPORARY EMPLOYEES**

- 21.01** Temporary employee means one who is hired to replace either a part-time or full-time employee who is absent and expected to return, or one who is hired for a specific period of time not to exceed one (1) year.
- 21.02** Temporary employees shall earn seniority in accordance with Article 15 and be subject to the probationary period identified in Article 14.
- 21.03** All temporary employees shall have the right to retain casual status with the employer on successful completion of the temporary position. They shall remain on the seniority list for a period of one year.
- 21.04** All provisions of the Collective Agreement shall apply to temporary employees in the manner that they apply to either full-time or part-time employees as the case may be with the following exceptions: Article 16 - Layoff and Recall, Article 22 - Technological Change and Severance Pay.
- 21.05** Temporary employees may choose to accumulate their vacation credits or to be paid on the basis of eight (8) per cent of their gross earnings on a monthly basis.

- 21.06** A temporary employee who does not qualify (meet the eligibility requirements) for benefits shall be paid, in lieu of employee benefits, an amount equal to the current percentage of total wages paid on behalf of qualifying employees for benefits.
- 21.07** A temporary employee shall earn and accumulate sick leave credits at the rate of one and one-half (1 ½) days per month. An employee absent due to illness shall be paid at their basic rate of pay to the extent of their accumulated sick leave credits. There shall be no payout of sick leave credits.
- 21.08** A temporary employee who, immediately following their period of temporary employment becomes a permanent employee, shall have their service as a temporary employee counted for the purposes of future vacation entitlement, seniority and general illness entitlement. Such service shall also be counted towards the completion of their probationary period, hours towards future benefits (i.e. LTD, group life, dental, pension, etc.) and increments.
- 21.09** All temporary employees shall be provided with a Letter of Appointment setting forth their job status and hours of work. Temporary employees' Letters of Appointment shall also include the term for which they are hired.
- 21.10** If there is a reduction in the term of appointment of a temporary employee, one (1) month's notice in writing shall be provided by the Employer or payment in lieu thereof.

## **ARTICLE 22 - TECHNOLOGICAL CHANGE**

**22.01** If as a result of:

- the Employer introducing new equipment; or
- changes in operating methods; or
- the closure of an office or department,

certain job classifications in the affected area(s) will no longer be required, the Employer shall notify the Union and affected employees three (3) months in advance of instituting such changes that will cause dislocation, reduction or demotion of the existing work force.

- 22.02** In the event of an office closure or conversion where more than twenty percent (20%) of employees will no longer be required the Employer shall provide notice to the Union and affected employees in accordance with Article 22.01.
- 22.03** By mutual consent of the Employer and the Union, the above time limit may be adjusted to suit individual circumstances.
- 22.04** Upon notification as above, the Employer and the Union will commence discussion as to the effect on personnel and application of this Article.

- 22.05** During the above-mentioned implementation and transition period, affected employee(s) will maintain their wage level.
- 22.06** All new job titles and rates of pay within the scope of this Agreement shall be negotiated in accordance with Article 13.
- 22.07** All new positions created as a result of technological change will be posted under the terms of the current agreement. Any training or retraining required to fill the new positions shall be provided by the Employer at the employee's regular rate of pay.
- 22.08** If application of this Article requires a reduction in the workforce, such reduction will be carried out under the terms of this Agreement.
- 22.09** Employees who are laid off and not recalled or who select layoff due to being displaced through exercise of bumping rights shall receive the payment specified in Article 16.06.

For the purpose of this calculation, all employees shall be considered to have worked as though they were full-time employees prior to 2001, regardless of current status.

## **ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY**

- 23.01** The Employer and the Union endorse the principle of worker occupational health and safety and shall continue in enhancing the safety measures now in effect at the offices including, but not limited to, providing a work environment that is free from harassment and discrimination.
- 23.02** An Occupational Health and Safety Committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer shall meet as required to consider and give direction on all matters affecting the safety and health of employees. The Employer shall provide salary continuance for employees attending the Occupational Health and Safety meetings.
- 23.03** An employee or a group of employees who have a health or safety concern shall endeavour to resolve that concern by first referring the concern to the immediate supervisor.
- 23.04** Workstations: The Employer shall, for the purpose of minimizing health and safety hazards to employees:
1. The Employer shall ensure that all employee workstations are installed in a way that:
    - (a) avoids undue contrast, glare, and reflection on computer screens.
    - (b) avoids undue musculo-skeletal problems by providing proper office furniture or placement of equipment.



2. The Employer shall permit and encourage employees doing stationary work to perform at least ten (10) minutes of non-stationary work after each hour of continuous stationary work except where the employee is otherwise entitled to a rest period or a meal break under Clause 6.02 of this Agreement.

## **ARTICLE 24 - PERSONNEL FILE, DISCIPLINE AND DISCHARGE**

**24.01** There shall be no discipline or dismissal except for just cause.

**24.02** An employee whose employment is terminated shall be entitled to use the grievance procedure.

**24.03** Notice of discharge or suspension shall be in writing and shall include a statement of the Employer's reason(s) for the suspension or dismissal with a copy to the Union. Such notice shall be given at the time of the suspension or discharge.

- 24.04**
1. Concerns regarding the work performance or conduct of an employee shall be made in writing to the employee's immediate supervisor. The Employer agrees to advise and discuss with the employee in question any report concerning the employee's performance or conduct while employed with the Employer within ten (10) working days of its receipt prior to determining whether such will be filed in the employees' personnel file.
  2. While the employee's signature on a report may be regarded as evidence of their being made aware of a report, such is not indicative of the employee's acceptance of it.
  3. An employee shall have the right to respond in writing within fourteen (14) working days of having discussed the report with the Employer and that reply shall be placed in their-personnel file.
  4. If any action is taken with regard to such a complaint, including entering the complaint on the employee's file, the employee may initiate a grievance, as provided for in 2.01 (e).

**24.05** An employee shall be notified in advance of any interview of a disciplinary nature or discussion of unsatisfactory work performance and they shall be advised of their right to Union representation. The employee, if they so request, shall be accompanied by a Union representative. Such advance notice shall be supplied concurrently to the Union to provide the opportunity for the Union and the employee to consult prior to the meeting.

**24.06** An employee may view their personnel file upon request. An employee shall have the right to be accompanied by a Union representative when they view their file. Where a grievance has been filed, the Employer shall provide a copy of pertinent information from their personnel file.

The Employer shall not place any document on the employee's personnel file without the employee being made aware of the document.

- 24.07** After eighteen (18) months, an adverse report, excluding references from previous employers, shall be removed from the employee's file. If a report or appraisal is dated more than eighteen (18) months but has not yet been removed from the employee's file, such shall not be used in any action against the employee.

## **ARTICLE 25 - JOINT UNION-MANAGEMENT COMMITTEE**

**25.01** At either party's request, a joint committee shall be set up to deal with such matters of mutual concern as may arise from time to time in the operation of the Regina and/or Saskatoon office(s).

- (a) The committee shall be composed of representatives of the Employer and the Union.
- (b) The committee shall meet quarterly and when required upon request of either party as soon as possible and shall alternate, whenever possible, between Saskatoon and Regina.
- (c) Either party shall inform the other, prior to the meeting, of matters that it wishes to discuss and of the names of the persons attending.

- 25.02** (a) (i) Up to four (4) employees who attend committee meetings shall be released from duty without loss of pay.
- (ii) One Union representative from each office shall be compensated by the Employer for reasonable travel expenses.

## **ARTICLE 26 - BENEFIT PLANS**

**26.01** Group Life

The Employer shall carry for each eligible employee group life insurance in the amount of two times (2X) annual salary including accidental death and dismemberment coverage. A copy of the insurance plan shall be supplied to each insured employee.

**26.02** Registered Retirement Savings Plan

The Employer will contribute an amount equal to ten percent (10.0%) of regular monthly earnings from each employee to a Group Registered Retirement Savings Plan (RRSP) in each employee's name.

The terms and procedure for Clause 26.02 shall be as follows:

- (a) Each month the Employer will contribute and submit an amount that will equal ten percent (10.0%) of the employee's regular monthly earnings to the RRSP account of that employee.
- (b) The Employer will deduct an amount of lesser than, equal or greater than ten percent (10.0%) from the employee's pay cheque at the same time as (a) above. The Employer will submit both the Employer's portion and the employee's portion to the employee's RRSP account at the Group RRSP provider. In any given month, prior to the 20<sup>th</sup> day, the employee will notify the Employer as to any change in the amount the employee wishes to have deducted as their contribution to their RRSP account.
- (c) **Employees are responsible to make their own contributions while on an unpaid leave of absence.**
- (d) The Employer will commence its portion of contributions to an RRSP immediately after an employee has completed their probationary period.

### **26.03 Pension Plan**

**The Employer will contribute an amount equal to ten percent (10.0%) of regular monthly earnings from each participating employee to the Pension Plan.**

**The terms and procedure for Article 26.03 shall be as follows:**

- (a) **Each month the Employer will contribute and submit an amount that will equal ten percent (10.0%) of the employee's regular monthly earnings to the Pension Plan account of that employee.**
- (b) **For employees participating in the pension, the Employer will deduct an amount equal to five and one-half percent (5.5%) of the employee's regular monthly earnings at the same time as (a) above. In any given month, prior to the 20th day, the Union may notify the Employer as to any change in the standard rate above to be deducted from employees for the employee contribution to the pension. For individual employees who wish to make additional voluntary contributions, in any given month, prior to the 20th day, an employee may notify the Employer as to any change in the amount of voluntary. The Employer will submit the Employer's portion, the employee's contributions the employee-wishes to have deducted as an additional contribution to their pension account portion and any employee voluntary contributions to the employee's pension account at the pension provider.**

- (c) **The Employer will commence its portion of contributions to the Pension Plan immediately after an employee has completed their probationary period.**
- (d) **Employees are responsible to make their own contributions while on an unpaid leave of absence.**

**26.04** Long Term Disability

A long-term disability (LTD) plan shall be provided as follows:

- (a) Premiums for each eligible employee shall be shared equally between the Employer and the employee.
- (b) The plan shall provide seventy-five per cent (75%) of regular wages to the claimant.
- (c) The plan will be available to all employees who qualify under the plan eligibility regulations.
- (d) The plan shall provide for a two (2) year definition of disability for the employee's own job.

**26.05** The Employer shall ensure that an extended health plan for retirees is available to all SUN staff upon retirement and that the cost of the plan shall be paid by the retiree.

**26.06** Extended Health Benefit Plan and Enhanced Dental Plan

The Employer shall provide an Extended Health Benefit Plan and Enhanced Dental Plan fully paid for by the Employer, for all employees, their spouse and eligible dependants.

The Extended Health Benefit Plan shall be inclusive of coverage for vision care, major medical insurance and prescription drugs.

Subject to eligibility requirements of the plan, employees shall be eligible for extended health and dental benefits on a pro-rata basis according to Schedule "B". Each employee will be evaluated on December 31 of each year based on regular hours deemed or paid over the past year and receive a pro rata equivalent based on that calculation until the next review.

Terms of the Plan shall be in keeping with those provided by Great West Life.

Vision care coverage shall be five hundred dollars (\$500.00) every two years and shall include up to one hundred twenty-five dollars (\$125.00) for an eye exam every 24 months and laser eye surgery in lieu of prescription glasses or contact lenses.

When a qualified vision care provider recommends that eye exams occur more frequently than provided by the Plan due to an employee's health status, the employer will reimburse

up to one hundred twenty-five dollars (\$125.00) for an eye exam in those years when an exam is not covered by the Plan.

The Employer will reimburse employees for fifty percent (50%) of any orthodontic costs for dependent children that exceed the maximum provided by the Plan.

## **ARTICLE 27 – CIVIL LIABILITY**

**27.01** The Employer shall provide and pay all costs of legal counsel in the event the employee is required to retain counsel as a result of the performance of duties with the Employer.

This would not include any dispute with the Employer over terms and conditions of employment.

## **ARTICLE 28 – PERSONAL PROPERTY DAMAGE**

**28.01** An employee's personal property loss or damage in the course of their work shall be replaced or repaired at the expense of the Employer to a maximum of **seven hundred (\$700.00)** dollars, subject to integration with coverage by Workers' Compensation, provided that reasonable proof of cause of damage is provided by the employee concerned within reasonable time of such loss or damage. Notwithstanding the above, should the Employer prove that an employee did not take reasonable security measure to protect the employee's personal property, that employee shall not be eligible to have that property replaced or repaired by the Employer.

## **ARTICLE 29 – EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

**29.01** The Employer shall provide an Employee Family Assistance Program as per Article 29.01 of the Collective Agreement. The philosophy of the program is to assist employees to achieve and maintain good health and productivity, by assessing difficulties, designing plans for resolution and developing the required skills to maximize potential.

**29.02** The Program shall provide confidential psycho-social counseling for individuals, couples and families for problems included but not limited to emotional or behavioral disorders; addictions, job stress, marital and family, financial, legal, bereavement, and, crisis intervention.

**29.03** The EFAP is available to all full-time, part-time and casual employees upon successful completion of their probation, and their dependents. Dependents shall be as defined by the Extended Health Benefits Plan.

- 29.04** Employees of SUN who avail themselves of the EFAP shall use the Agency or Agency of Record and those agencies shall submit invoice(s) for services directly to the Employer for payment.
- 29.05** The EFAP will not have established a number of limited visits. The Agency of Record will have the authority to establish the number of sessions and upon assessment and evaluation, will determine the need for additional sessions.
- 29.06** A Choice of Provider Option, allowing an employee to choose a counselor outside of the Agency of Record group, will be available, subject to the following provisions:
- The provider of choice shall meet the qualifications required and established by the Agency of Record.
  - The services of provider of choice will comply with all terms and conditions of this agreement and of those of the Agency of Record.
  - The use of the services of the provider of choice must be arranged in advance by the Agency of Record, and approved by the Agency of Record and SUN.
  - EFAP will reimburse costs of services up to a maximum established by the Agency of Record. Employees will be responsible for the balance of the cost.
  - The Agency of Record can contact the service provider to assess the need for additional sessions. In consultation with the service provider, the Agency of Record will decide if additional sessions will be granted and the number of sessions.
- 29.07** Employees who use the EFAP during work time shall have time loss for attendance charged to medical appointment time as per Article 9.06.
- 29.08** Administration of the Employee Family Assistance Program shall be entirely separate from the Employer and shall be administered by the Agency of Record.
- 29.09** Neither the Employer nor the Union shall interfere in the privacy of any employee's use of the Employee Family Assistance Program.
- 29.10** The Parties will evaluate the Employee Family Assistance Program annually. Upon completion of the evaluation, the Parties will make recommendations with respect to the Agency of Record.

## **ARTICLE 30 – RECOGNITION OF PREVIOUS EXPERIENCE**

**30.01** In order to receive Recognition of Previous Experience at the time of hire such experience must be directly related to the position assignment and shall extend to a minimum of five (5) years recent full time experience. Other than full time experience shall be pro-rated to full time equivalent experience. The recognition will be applied as follows:

- Eligible employees shall be placed at step 2 upon completion of the probationary period.
- Employees must demonstrate specific comparable experience.
- The increment date shall not be changed from date of hire.

Upon successful completion of the probationary period, eligible employees shall have their five (5) years of service recognized for the purposes of determining initial vacation placement with the Employer. Employees subject to this provision shall be entitled to additional vacation credits as provided in Article 10.01 as though they had completed five (5) years of service.

## **ARTICLE 31 – WELLNESS PROGRAM**

**31.01** The Employer will reimburse employees in the amount of four hundred and fifty dollars (\$450.00) per year upon receiving proof that the employee has paid for equipment and/or programs, as described in Schedule D, that promote improved health. It is understood that Schedule D is not an exhaustive list. **Employees must submit claims by December 15th of each calendar year. Claims not submitted prior to will be considered for the next calendar year.**

## **ARTICLE 32 – DUTY TO ACCOMMODATE**

**32.01** The Employer, the Union and employees acknowledge their duty to accommodate employees with disabilities, regardless of their employment status, to the point of undue hardship. Where an accommodation is necessary, the Employer, the Union and the employee shall meet to review the medical documentation of the disability and identify the accommodation required for that employee.

## **ARTICLE 33– EMPLOYER LIABILITY**

**33.01** The Employer agrees to indemnify and save harmless employees covered by this Agreement from and against any liability incurred by the employees by reason of any actions taken by the employees within the scope of their employment with the employer provided they acted honestly and in good faith with a view to the best interests of the Employer.

## **ARTICLE 34 – HARASSMENT**

### **34.01** Definition of Harassment

Harassment means any objectionable conduct, comment or display by a person that:

- (i) is directed at a worker; or
- (ii) is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; or
- (iii) constitutes a threat to the health or safety of the worker.

It also extends to sexual harassment, which is conduct, comment, gesture or contact of a sexual nature that is offensive, unsolicited or unwelcome.

This also extends to personal harassment which is unwelcome comments or action directed at a worker, which is not necessarily based on race, creed, or one of the prohibited grounds described above, but are abusive and humiliating and interfere with a person's work performance, health, safety or well being.

### **34.02** Principle of Fair Treatment

The principle of fair treatment is a fundamental one and both the Employer and the Local of the Union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

The Employer will take prompt and appropriate action to prevent, correct and if necessary, discipline behaviour that violates this Article. Appropriate, corrective action will be implemented in event that harassment is found to have taken place.

### **34.03** Shared Responsibility

The Employer and the Local of the Union acknowledge a shared responsibility to:

- (i) prevent harassment;



- (ii) promote a safe, abuse-free working environment;
- (iii) uphold the philosophy of zero tolerance of harassment.

**34.04 Harassment Policies and Procedures**

Harassment prevention matters are addressed through the Occupational Health & Safety Committee.

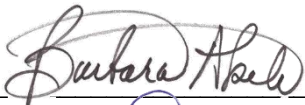

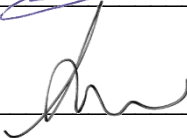
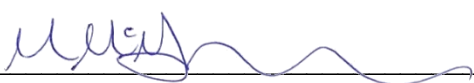
**ARTICLE 35 – RETROACTIVITY**

**35.01** All provisions except the general wage increase are effective on the date of ratification unless otherwise provided. Retroactivity will be paid on the basis of hours paid. The retro-pay calculation includes regular pay, OT payouts, vacation payouts, and vacation on OT paid out. Employer and employee contributions to RRSP and CUPE dues are also adjusted to reflect the higher base amount.

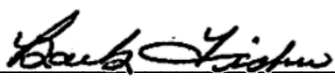
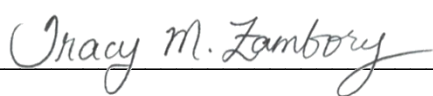
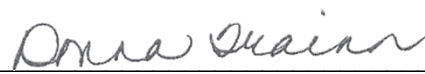

THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED

SIGNED THIS 6<sup>th</sup> DAY OF MAY, 2020

SIGNED ON BEHALF OF THE UNION

  
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SIGNED ON BEHALF OF THE EMPLOYER

  
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**SCHEDULE A – WAGE SCALE**

<b>Office Assistant</b>	<b>146.25</b>	<b>Step 1</b>	<b>Step 1.5</b>	<b>Step 2</b>	<b>Step 2.5</b>	<b>Step 3</b>
<b>Current Rate</b>	Hourly	32.11	32.95	33.75	34.63	35.50
<b>1-Jan-20</b>	Hourly	32.43	33.28	34.09	34.98	35.86
<b>1-Jan-21</b>	Hourly	33.08	33.95	34.77	35.68	36.58
<b>1-Jan-22</b>	Hourly	33.74	34.63	35.47	36.39	37.31

<b>Accountant</b>	<b>151.13</b>	<b>Step 1</b>	<b>Step 1.5</b>	<b>Step 2</b>	<b>Step 2.5</b>	<b>Step 3</b>
<b>Current Rate</b>	Hourly	49.37	50.70	52.05	53.44	54.90
<b>1-Jan-20</b>	Hourly	49.86	51.21	52.57	53.97	55.45
<b>1-Jan-21</b>	Hourly	50.86	52.23	53.62	55.05	56.56
<b>1-Jan-22</b>	Hourly	51.88	53.27	54.69	56.15	57.69

<b>Officer</b>	<b>151.67</b>	<b>Step 1</b>	<b>Step 1.5</b>	<b>Step 2</b>	<b>Step 2.5</b>	<b>Step 3</b>
<b>Current Rate</b>	Hourly	54.51	56.43	58.34	59.42	60.48
<b>1-Jan-20</b>	Hourly	55.06	56.99	58.92	60.01	61.08
<b>1-Jan-21</b>	Hourly	56.16	58.13	60.10	61.21	62.30
<b>1-Jan-22</b>	Hourly	57.28	59.29	61.30	62.43	63.55

<b>Lawyer</b>	<b>151.67</b>	<b>Step 1</b>	<b>Step 1.5</b>	<b>Step 2</b>	<b>Step 2.5</b>	<b>Step 3</b>
<b>Current Rate</b>	Hourly	60.37	61.71	63.00	64.36	65.70
<b>1-Jan-20</b>	Hourly	60.97	62.33	63.63	65.00	66.36
<b>1-Jan-21</b>	Hourly	62.19	63.58	64.90	66.30	67.69
<b>1-Jan-22</b>	Hourly	63.43	64.85	66.20	67.63	69.04

<b>Nurse Research &amp; Practice Advisor</b>	<b>151.67</b>	<b>Step 1</b>	<b>Step 1.5</b>	<b>Step 2</b>	<b>Step 2.5</b>	<b>Step 3</b>
<b>Current Rate</b>	Hourly	57.45	59.08	60.68	61.88	63.10
<b>1-Jan-20</b>	Hourly	58.02	59.67	61.29	62.50	63.73
<b>1-Jan-21</b>	Hourly	59.18	60.86	62.52	63.75	65.00
<b>1-Jan-22</b>	Hourly	60.36	62.08	63.77	65.03	66.30

**Long Service Recognition**

In recognition of long service, employees who have completed fifteen (15) years of continuous service shall be entitled to one (1) week of paid vacation leave, pro-rated for other than full-time employees. This entitlement shall be taken as time in the year that it is earned and shall not be carried over. It is understood that this is a one-time entitlement per employee.

Wages are retroactive to January 1, 2020.

## SCHEDULE B – PRO RATA EQUIVALENTS

< 49%	of full time equivalent hours:	provides 50% of full time benefits
50-59%	of full time equivalent hours:	provides 60% of full time benefits
60-69%	of full time equivalent hours:	provides 70% of full time benefits
70-100%	of full time equivalent hours:	provides 100% of full time benefits

Upon completion of probation, employees shall be pro-rated to the hours guaranteed in their letter of appointment. Every employee will be evaluated on December 31 of each year based on hours deemed or paid over the past year and receive a pro rata rate based on that calculation until the next review on December 31.



SCHEDULE C – AVAILABILITY FORM  
AVAILABILITY FORM

Date of origin January 13, 2011

NAME:	CLASSIFICATION:
HOME TELEPHONE:	CELLULAR TELEPHONE:
EMAIL:	

I AM AVAILABLE TO WORK IN:  REGINA  SASKATOON

I AM AVAILABLE FOR WORK DURING THE MONTH(S) OF:

- January     February     March     April     May     June  
 July     August     September     October     November     December

Start date: \_\_\_\_\_ through to End date: \_\_\_\_\_

I AM AVAILABLE THE DAYS OF:  MON  TUE  WED  THU  FRI

I AM AVAILABLE FOR  FULL TIME WORK.

I AM AVAILABLE FOR  PART TIME WORK AND THE HOURS OF \_\_\_\_AM to \_\_\_\_ PM

I AM AVAILABLE FOR  ½ DAY WORK AND PREFER WORK IN THE \_\_\_\_AM \_\_\_\_PM

Additional Information:

I understand that I may be not be contacted to work until two (2) weeks prior to any of the agreed dates listed above. It is understood that availability identified above does not oblige the employee to accept offered shifts.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SCHEDULE D – WELLNESS BENEFIT TABLE

The following table provides some examples of items that are eligible and ineligible physical activities, equipment and programs that the employee is entitled to as provided in Article 31. Please note that only employees are eligible to participate in this benefit. Family members and dependents physical activities, equipment and programs are not eligible for reimbursement save and except as provided for a family gym membership.

### Examples of Eligible and Ineligible Items

Eligible	Not Eligible
<p><b>Physical Activities</b></p> <ul style="list-style-type: none"> <li>• League fees for such things as curling, bowling, ball, hockey</li> <li>• Memberships such as gym membership (including family <i>memberships</i> as well as locker fees), golf memberships, yoga</li> <li>• Professional fitness counseling</li> <li>• Athletic programs/lessons running for a minimum duration of 6 weeks</li> </ul>	<p><b>Physical Activities</b></p> <ul style="list-style-type: none"> <li>• Memberships for individual family members</li> <li>• Food of any kind</li> <li>• Spa treatments</li> <li>• Spectator events</li> <li>• Travel and accommodation</li> <li>• Nutrition supplements such as power bars, energy drinks, vitamins, steroids, nutrition pill</li> <li>• Marathon fees</li> <li>• Health care costs currently listed for coverage in the extended health plan</li> </ul>
<p><b>Equipment</b></p> <ul style="list-style-type: none"> <li>• Athletic footwear such as running shoes, skates, skis/ski boots</li> <li>• Athletic or fitness equipment such as treadmills, bicycles, tennis racquets</li> <li>• Work out/exercise DVD's</li> <li>• Work out/exercise books</li> <li>• Wii Fit; not the console</li> <li>• Kayak and canoes</li> <li>• Gym locker associated with a membership</li> <li>• Hiking boots</li> <li>• Accessories that track physical activity for the purposes of encouraging greater levels of activity, such as pedometers, smartphone apps (such as workout logs) and smartphone accessories for directly measuring motion and physical activity (such as Nike Fit; FitBand, etc.)</li> </ul>	<p><b>Equipment</b></p> <ul style="list-style-type: none"> <li>• Clothing</li> <li>• Equipment/registration/licensing for hunting such as guns, knives, bow and arrow</li> <li>• Motorized vehicles such as motorbikes, ATVs, watercraft</li> <li>• Camping gear and fees</li> <li>• Fishing fees and equipment</li> <li>• Video games or consoles such as Wii</li> <li>• Accessories that are not required to perform the physical activity (Ipod, MP3 player, etc.)</li> <li>• Jogging stroller</li> <li>• Bicycle rack</li> </ul>

<p><b>Programs</b></p> <ul style="list-style-type: none"> <li>• Smoking cessation supports</li> <li>• Weight loss membership fees</li> </ul>	<p><b>Programs</b></p>
<p><b>Health Care</b></p> <ul style="list-style-type: none"> <li>• Vaccines: Pneumococcal, Shingrix</li> <li>• Medical Cannabis</li> </ul>	<p><b>Health Care</b></p> <ul style="list-style-type: none"> <li>• Health care costs such as vaccinations, except those identified under Eligible Programs</li> </ul>