

LETTER OF UNDERSTANDING

Between

**Saskatchewan Polytechnic
(Sask Polytech)**

And

**Saskatchewan Government and General Employees' Union
(SGEU)**

Re: Temporary Layoff Provisions (COVID-19)

Without Prejudice

The COVID-19 pandemic (the "Pandemic") is an emergent, unanticipated and unprecedented circumstance where Sask Polytech and SGEU have jointly agreed to work together to enable Sask Polytech to provide necessary services to students with the best interests of our students and employees in mind.

The intent of this Letter of Understanding is to have all part time and full time employees impacted by the Pandemic treated fairly while helping the Sask Polytech efficiently transition to meet the changing demands and needs of our institution. To help achieve this goal, Sask Polytech and SGEU agree this Letter of Understanding will outline the process for **temporary layoffs and redeployments** in response to the COVID-19 Pandemic.

This agreement will articulate the terms of any temporary layoff, which may be required on a temporary basis as a direct, unanticipated and unprecedented result of the impact of the COVID-19 pandemic on the employer's operations. Notice of permanent layoff will be deemed to have been served to anyone issued temporary layoff notice, at the time of notice served, as noted herein.

Upon the conclusion of any temporary layoff requirements, Sask Polytech shall make every reasonable effort to return employees to their regular position of employment prior to the Pandemic.

Temporary Layoff

For purposes of this agreement, temporary layoff will be defined as the temporary interruption by the employer of the services of an employee for a period exceeding six consecutive work days. Under this agreement, the employer intends to use a period of up to a maximum of 26 weeks for temporary layoff and where eligible, apply any Supplemental Unemployment Benefit (SUB) plan provisions to those on temporary layoff.

During this period of temporary layoff notice, the following details shall prevail.

Employees on Initial Probation

Employees that have not passed initial probation will not be entitled to SUB plan benefits.

Any employee that has not passed initial probation, and is issued temporary layoff, permanent status may not be achieved until the employee has served the full probationary period.

If the employee is subsequently served permanent layoff notice, the language of the current collective agreement will prevail.

Probationary employees serving temporary layoff notice will be rehired/recalled for work following permanent employees, following seniority for recall.

Eligibility under the SUB Plan

As stated in the SUB plan agreement as defined by government regulations and policies, and as approved by CRA, only employees in receipt of EI benefits will be eligible for SUB plan pay provided by the employer. Refer to the approved SUB plan documents for details.

Any permanent employee not eligible to receive EI benefit by CRA, and subsequently issued temporary layoff notice, will be assessed on a case by case basis, in consultation with the union. Alternatives including but not limited to, redeployment or permanent layoff options may be examined.

Notice

In cases where Sask Polytech determines that temporary staffing reductions are required, Sask Polytech shall provide notice of reductions in staffing as per legislation. The employer will provide two weeks' notice or pay in lieu to an employee served temporary layoff notice. Temporary layoffs, when necessary, will occur in reverse order of seniority, where the qualifications, skills and abilities of employees are equivalent.

Temporary Redeployment

- Employees will be required to accept offers of redeployment. An employee refusing a redeployment offer will provide full and reasonable rationale. The employer will make a determination following consultation with the union.
- Sask Polytech and the union mutually agree that employees who are redeployed will remain in their current classification and rate of pay during any assignment of temporary redeployment. It is anticipated that redeployments may present a bundling of duties or a focus on a portion of duties of current positions or may result in work assignments not currently rated. As such, employees in redeployment will retain their permanent rate of pay, unless the condition noted below applies.
- If the predominant duties of the redeployed position are above the employee's current classification, TPHD will be granted for the assignment, notwithstanding timeframes noted in article 10.10.3.

The following are factors that may suggest redeployment is an option for any employee:

- New work is required and within the scope of the employee's current JIQ or work assignment,
- Employees have the necessary qualifications, skills, abilities, experience and/or demonstrated competency, to perform the role required and on a temporary basis may be required to engage in said activities, or
- Additional work in a particular area is identified; may be short term assignments up to full-time and/or term positions (such as increase student intakes, increased service level support required, etc.), an employee on temporary layoff may be redeployed to perform those duties.

The following are factors that may suggest where redeployment is not an option for an employee on temporary layoff:

- The employee does not possess the necessary qualifications, skills, abilities, experience and/or demonstrated competency or experience for the role; or
- Sask Polytech does not have the necessary tools or equipment to perform the work required and an alternate solution to that situation is required.

Notice of Return to Work from Temporary Layoff

- An employee will be returned to their home position upon recall.
- The employer shall provide two weeks' notice to the employee, copied to the union.
- Upon mutual agreement, the employee may return to work sooner than the provided date of return.
- The employer will consult with the union on any return to work strategies within a particular program or area.

Benefits

Extended Health Plan

- An employee on temporary layoff may elect to maintain their coverage for the period of temporary layoff (optional) by having the contributions deducted from the last pay prior to their leave, or by issuing payment to Saskatchewan Polytechnic for the full amount of contributions due during the period of the employee's absence.
- If the employee is subsequently issued permanent layoff notice, benefits will cease if the employee elect's severance.
- If the employee is subsequently issued permanent layoff notice, and the employee elects bump or re-employment, the employee may elect to maintain benefits at the coverage prior to layoff by issuing payment to Sask Polytech, as noted above.

PEBA Dental Plan

- If employee on temporary layoff, dental coverage is maintained for one year in accordance with the plan, and employer is the payer.
- If the employee is served permanent layoff notice, and elects bump or re-employment, the employee will remain on the dental program for a maximum of one year, and the employer is payer.
- The benefit will cease upon the separation date of the employee.

SGEU Long Term Disability

- Per the SGEU LTD Plan, for temporary layoff, disability benefit must be maintained for the first year while on layoff.
- Payment options are provided by SGEU LTD and employees can discuss payment options with LTD and are responsible for payments made directly to the SGEU LTD Plan.
- Plan provisions will prevail. Coverage would be based on the salary before layoff.

Public Employees Group Life Insurance Plan

- For an employee on temporary layoff coverage continuation is optional, in accordance with the Plan
- The employee on temporary layoff will provide premiums based on the salary of the last day worked for both the employee and employer portion of premium. In terms of the benefit amount, the plan would use the last salary the employee had before leaving work for any kind of leave (including temporary layoff).

Public Employees' Pension Plan

- As per legislation, there is no opportunity to contribute to pension while on layoff.

Seniority

- Any employee on temporary layoff will continue to accrue seniority.

Vacation Leave

- Vacation credits will not accrue over this period of temporary layoff.
- Any unused vacation and banked overtime credits will be frozen in place until such time as the employee returns to work or resigns from Sask Polytech.
- Once returned to work from a temporary layoff, the employee shall have their service considered continuous for the purpose of vacation and long service accrual.
- Upon notice of temporary layoff an employee will be given the option to use or receive pay out of any banked days (vacation, banked EDO, TIL, etc.). Use of banked time will adjust the effective start date of temporary layoff notice.
- The employee will make this request using the Request for Approval form.

Bumping

- Any employee served temporary layoff will not be eligible to bump.
- If served permanent layoff the provisions of article 7 – Layoff will apply.

Union Dues

- No union dues will be paid for any employer paid top-up or earnings eligible to an employee during temporary layoff, as per the SGEU constitution.

Employee Initiated Resignation while serving Temporary Layoff

- An employee that chooses to resign while serving in temporary layoff status must provide written notice to Sask Polytech indicating the date of resignation.
- Upon the effective date of resignation, any supplemental benefits provided to the employee will cease and all other benefits and allowances will end.
- Normal resignation processes will take effect.

Employer Initiated Permanent Layoff while on Temporary Layoff

- Any employee served permanent layoff notice while on temporary layoff will be provided the rights of the respective collective agreement in place, with the exception of the 10 weeks’ notice or pay in lieu of notice.
- In lieu of the 10 weeks’ notice or pay in lieu of notice under the collective agreement, all employees served temporary layoff will be additionally provided notice of potential permanent layoff at the time of temporary notice. The employee will be required to make their election as per Article 7.
- The employer will provide notice to the respective bargaining agent regarding any change in status from temporary to permanent layoff as soon as able.
- Employees will be provided minimum two weeks’ notice of permanent layoff.

General Provisions

- The parties will meet regularly to assess current and anticipated administration of this agreement and the need for adjustments to staffing or operations.
- Should this agreement no longer be in force, any employee receiving benefits under this plan will be grandfathered under this agreement.

This Letter of Understanding will cease to apply to an employee in any of the following circumstances:

- Sask Polytech returns the employee to their home position prior to the date of temporary layoff;
- The employee has accepted an alternate position with Sask Polytech;
- The employee is terminated for just cause;
- The employee is permanently laid off; or
- The employee resigns from employment with Sask Polytech

This Letter of Understanding shall expire July 1, 2021, and may be extended upon mutual agreement until July 1, 2022, unless otherwise amended by the parties.

 _____ Signed on behalf of SGEU	June 15, 2020 _____ Date	 _____ Signed on behalf of Sask Polytech	June 15, 2020 _____ Date
 _____ Signed on behalf of SGEU	June 15, 2020 _____ Date	 _____ Signed on behalf of Sask Polytech	June 15, 2020 _____ Date