

**Collective Agreement**

**Dated: 1 October 1991**

**Ending: 30 September 1994**

**Between:**

**The Saskatchewan Cancer Foundation**

**And:**

**The Saskatchewan Government  
Employee's Union**

# INDEX

	<u>PAGE NO.</u>	
<b>PREAMBLE</b> .....	<b>1</b>	
<b>ARTICLE 1</b>	<b>DURATION OF AGREEMENT</b> .....	<b>2</b>
<b>1.01</b>	Term of Agreement .....	<b>2</b>
<b>1.02</b>	Open Period .....	<b>2</b>
<b>ARTICLE 2</b>	<b>INTERPRETATION</b> .....	<b>2</b>
<b>2.01</b>	Employee .....	<b>2</b>
<b>2.02</b>	Gender .....	<b>2</b>
<b>2.03</b>	Permanent Employee .....	<b>2</b>
<b>2.04</b>	Full-Time Employee .....	<b>2</b>
<b>2.05</b>	Part-Time Employee .....	<b>2</b>
<b>2.06</b>	Probationary Period .....	<b>2</b>
<b>2.07</b>	Temporary Employee .....	<b>3</b>
<b>2.08</b>	Casual Employee .....	<b>3</b>
<b>2.09</b>	Radiation Therapy Student .....	<b>3</b>
<b>2.10</b>	Promotion .....	<b>3</b>
<b>2.11</b>	Demotion .....	<b>3</b>
<b>2.12</b>	Transfer .....	<b>3</b>
<b>2.13</b>	Union .....	<b>3</b>
<b>2.14</b>	Employer .....	<b>4</b>
<b>ARTICLE 3</b>	<b>SCOPE</b> .....	
<b>3.01</b>	Scope .....	<b>4</b>
<b>ARTICLE 4</b>	<b>RECOGNITION</b> .....	<b>4</b>
<b>4.01</b>	Union Recognition .....	<b>4</b>
<b>4.02</b>	Management Rights .....	<b>5</b>
<b>4.03</b>	Contracting <del>Out</del> .....	<b>5</b>
<b>ARTICLE 5</b>	<b>UNION SECURITY</b> .....	<b>5</b>
<b>5.01</b>	Union Membership .....	<b>5</b>
<b>5.02</b>	Dues Check-Off .....	<b>5</b>
<b>5.03</b>	Consideration of Days Worked .....	<b>6</b>
<b>5.04</b>	Out-of-Scope Assignment .....	<b>6</b>
<b>5.05</b>	Employees on Educational Leave .....	<b>6</b>
<b>5.06</b>	Appointments and Terminations .....	<b>6</b>
<b>5.07</b>	No Individual Agreements .....	<b>6</b>
<b>5.08</b>	Presence of Stewards .....	<b>6</b>
<b>5.09</b>	New Employees .....	<b>6</b>

		<u>PAGE N<sup>o</sup></u>
<b>ARTICLE 6</b>	<b>DISCRIMINATION</b> .....	<b>6</b>
<b>6.01</b>	<b>No Discrimination</b> .....	<b>6</b>
<b>ARTICLE 7</b>	<b>GRIEVANCE PROCEDURE</b> .....	<b>7</b>
<b>7.01</b>	<b>Definition</b> .....	<b>7</b>
<b>7.02</b>	<b>Permission to Leave Work</b> .....	<b>7</b>
<b>7.03</b>	<b>Discussion of Differences</b> .....	<b>7</b>
<b>7.04</b>	<b>Proceed to Next Step</b> .....	<b>7</b>
<b>7.05</b>	<b>Step1</b> .....	<b>7</b>
<b>7.06</b>	<b>Step2</b> .....	<b>8</b>
<b>7.07</b>	<b>Step3</b> .....	<b>8</b>
<b>7.08</b>	<b>Step4</b> .....	<b>8</b>
<b>7.09</b>	<b>Time Limits</b> .....	<b>8</b>
<b>7.10</b>	<b>Extension of Time Limits</b> .....	<b>8</b>
<b>ARTICLE 8</b>	<b>ARBITRATION PROCEDURE</b> .....	<b>8</b>
<b>8.01</b>	<b>Arbitration</b> .....	<b>8</b>
<b>8.02</b>	<b>Chairperson of Arbitration Board</b> .....	<b>9</b>
<b>8.03</b>	<b>Powers of the Board</b> .....	<b>9</b>
<b>8.04</b>	<b>Hearing Date</b> .....	<b>9</b>
<b>8.05</b>	<b>Decisions of the Board</b> .....	<b>9</b>
<b>8.06</b>	<b>Procedure of the Board</b> .....	<b>9</b>
<b>8.07</b>	<b>Cost of the Board</b> .....	<b>9</b>
<b>ARTICLE 9</b>	<b>DISCIPLINE. DISMISSAL AND RESIGNATION</b> .....	<b>9</b>
<b>9.01</b>	<b>Documents on Employee's File</b> .....	<b>9</b>
<b>9.02</b>	<b>Dismissal Only for Just Cause</b> .....	<b>10</b>
<b>9.03</b>	<b>Notice of Dismissal</b> .....	<b>10</b>
<b>9.04</b>	<b>Notice of Resignation</b> .....	<b>10</b>
<b>ARTICLE 10</b>	<b>SENIORITY</b> .....	<b>10</b>
<b>10.01</b>	<b>Seniority</b> .....	<b>10</b>
<b>10.02</b>	<b>Loss of Seniority</b> .....	<b>11</b>
<b>10.03</b>	<b>Seniority Lists</b> .....	<b>11</b>
<b>ARTICLE 11</b>	<b>APPOINTMENTS AND STAFF CHANGES</b> .....	<b>11</b>
<b>11.01</b>	<b>Vacancies and New Positions</b> .....	<b>11</b>
<b>11.02</b>	<b>Probation on Promotion. Transfer and Demotion</b> .....	<b>13</b>
<b>11.03</b>	<b>Superior Duties</b> .....	<b>13</b>
<b>11.04</b>	<b>Promotional Pay Increase</b> .....	<b>14</b>
<b>11.05</b>	<b>Transfer</b> .....	<b>14</b>
<b>11.06</b>	<b>Demotion</b> .....	<b>14</b>

<b>ARTICLE 11</b>	<b>APPOINTMENTS AND STAFF CHANGES (Continued)</b>	
11.07	Initial Probation . . . . .	15
11.08	Probation Period . . . . .	15
11.09	Extension of Probationary Period . . . . .	15
11.10	<b>Performance</b> Evaluations . . . . .	15
11.11	Temporary Vacancy . . . . .	15
<b>ARTICLE 12</b>	<b>CLASSIFICATION AND RECLASSIFICATION . . . . .</b>	<b>15</b>
12.01	<b>Class Plan . . . . .</b>	<b>15</b>
12.02	<b>Classification Manual . . . . .</b>	<b>15</b>
12.03	New Classes Subject to Negotiations . . . . .	16
12.04	Request for Reclassification . . . . .	16
12.05	Effective Date of Reclassification . . . . .	16
12.06	Time Limits - Grievance . . . . .	16
12.07	Reclassification Without Challenge . . . . .	16
12.08	Reclassification Into a Higher Classification . . . . .	17
12.09	Establishment of Qualifications . . . . .	17
12.10	Salary on Reclassification . . . . .	17
<b>ARTICLE 13</b>	<b>LAY-OFF . . . . .</b>	<b>18</b>
13.01	Employer to Inform . . . . .	18
13.02	Exercise of Rights . . . . .	18
13.03	Notice to Exercise Rights . . . . .	18
13.04	Bumping Rights . . . . .	19
13.05	Acceptance of an Offer of a Position . . . . .	19
13.06	<b>Rights</b> of Employees Who Are Bumped . . . . .	<b>20</b>
13.07	Re-Employment <b>List</b> . . . . .	<b>20</b>
13.08	Re-Employment After Lay-off . . . . .	20
13.09	Promotion After Lay-off Salary Adjustment . . . . .	20
<b>ARTICLE 14</b>	<b>HOURS OF WORK . . . . .</b>	<b>20</b>
14.01	Monday through Friday . . . . .	20
14.02	Overtime . . . . .	22
14.03	Shift <b>Premium</b> . . . . .	22
<b>ARTICLE 15</b>	<b>HOLIDAYS . . . . .</b>	<b>23</b>
15.01	Statutory Holidays . . . . .	23
15.02	Days of <b>Rest</b> . . . . .	23
15.03	Working on a Holiday . . . . .	23
15.04	Working on a Holiday which is also a Day of Rest . . . . .	24
15.05	Statutory Holidays <b>Earned</b> Prior to Workers' Compensation <b>Board</b> Leave . . . . .	24
15.06	Holiday <b>Premium</b> . . . . .	24

	<u>PAGE NO</u>
<b>ARTICLE 16</b>	<b>LEAVE OF ABSENCE</b> . . . . . 24
16.01	Application for Leave of Absence . . . . . 24
16.02	General Leave . . . . . 24
16.03	Maternity Leave . . . . . 24
16.04	Adoption Leave . . . . . 25
16.05	Paternity Leave . . . . . 25
16.06	<b>Reinstatement/Re-employment</b> . . . . . 25
16.07	Benefits on Leave of Absence . . . . . 26
16.08	Leave in <del>Excess</del> of One Year . . . . . 26
16.09	Leave of Absence after <del>Five</del> Years . . . . . 26
16.10	Bereavement Leave . . . . . 26
16.11	Pressing <b>Necessity</b> . . . . . 26
16.12	<b>Medical</b> or Disability Leave . . . . . 26
16.13	Medical Care Leave . . . . . 27
16.14	Leave for Union Business . . . . . 27
16.15	Long Term Disability Plan . . . . . 27
16.16	Failure to Return . . . . . 27
<b>ARTICLE 17</b>	<b>VACATION LEAVE</b> . . . . . 27
17.01	Vacation Credits . . . . . 27
17.02	Vacation Year . . . . . 29
17.03	Payment for Unused Vacation . . . . . 29
17.04	Salary Advance . . . . . 29
17.05	Choice of Vacation Dates . . . . . 29
17.06	Carry-Over of Vacation . . . . . 29
17.07	Restriction of Vacation . . . . . 29
17.08	Repayment of Vacation . . . . . 29
17.09	Designated Holiday During Vacation . . . . . 29
17.10	Vacation on Retirement . . . . . 29
17.11	Displacement of Vacation <del>for</del> Illness . . . . . 30
17.12	Vacation Status . . . . . 30
17.13	Vacation Pay for Partial Months of Service and on Supplementary Earnings . . . . . 30
17.13.1	Partial Months of <b>Service</b> . . . . . 30
17.13.2	Supplementary Earnings . . . . . 31
<b>ARTICLE 18</b>	<b>SICK LEAVE</b> . . . . . 31
18.01	Definition . . . . . 31
18.02	Third Party Claims . . . . . 31
18.03	Accumulation of Sick Leave Credits . . . . . 31
18.04	Sick Leave Advance for Employees Who Contribute to the Public Service Superannuation Plan . . . . . 32

<b>ARTICLE 18</b>	<b>SICK LEAVE (Continued)</b>	
18.05	Designated Holidays During Sick Leave . . . . .	32
18.06	Reporting of Sick Leave . . . . .	32
18.07	Sick Leave - Mutual Concern . . . . .	32
<b>ARTICLE 19</b>	<b>SAFETY AND HEALTH</b> . . . . .	<b>32</b>
19.01	Radiation Exposure . . . . .	32
19.02	Occupational Health and Safety Administration . . . . .	33
<b>ARTICLE 20</b>	<b>WORKERS' COMPENSATION</b> . . . . .	<b>34</b>
20.01	Wage Continuance . . . . .	34
20.02	Benefit Continuance . . . . .	34
20.03	Wage Advance . . . . .	34
<b>ARTICLE 21</b>	<b>PAY ADMINISTRATION</b> . . . . .	<b>34</b>
21.01	Appendix 'A' . . . . .	34
21.02	Pay Periods . . . . .	34
21.03	Increments . . . . .	35
21.04	Non-Registered Rate . . . . .	36
21.05	Pay Range . . . . .	36
21.06	Death of an Employee . . . . .	37
21.07	Wage Credits . . . . .	37
<b>ARTICLE 22</b>	<b>ALLOWANCES</b> . . . . .	<b>37</b>
22.01	Expense Reimbursed . . . . .	37
22.02	Accommodations . . . . .	37
22.03	Meal Allowances . . . . .	38
22.04	Relocation on Promotion and Voluntary Transfer or Demotion . . . . .	38
22.05	Relocation on Involuntary Transfer . . . . .	38
<b>ARTICLE 23</b>	<b>SEVERANCE</b> . . . . .	<b>39</b>
23.01	Severance Pay . . . . .	39
<b>ARTICLE 24</b>	<b>GENERAL PROVISIONS</b> . . . . .	<b>39</b>
24.01	Technological Change . . . . .	39
24.02	Personal Property Loss . . . . .	40
24.03	Payment of Professional Fees . . . . .	40
24.04	Bulletin Boards . . . . .	40

<b>ARTICLE 25</b>	<b>RADIOTHERAPY STUDENTS</b> .....	<b>41</b>
25.01	Training Program .....	41
25.02	Hours of Work .....	41
25.03	Conditions of Teaching Program .....	41
25.04	Wage Prior to Certification .....	41
<b>ARTICLE 26</b>	<b>EMPLOYEE BENEFITS</b> .....	<b>42</b>
26.01	Group Life .....	42
26.02	Dental Plan .....	42
<b>APPENDIX "A"</b>	.....	<b>43</b>
<b>SALARY SCHEDULE</b>	.....	<b>44</b>
<b>LETTER OF UNDERSTANDING</b>		
Re: Review of Research Department	.....	47
<b>LETTER OF UNDERSTANDING</b>		
Re: Screening Program For Breast Cancer - Hours of Work	.....	47
<b>LETTER OF UNDERSTANDING</b>		
Re: Establishment of an Employee and Family Assistance Program	.....	47
<b>LETTER OF UNDERSTANDING</b>		
Re: Joint Union-Management Committee	.....	47
<b>LETTER OF UNDERSTANDING</b>		
Re: Job Sharing	.....	47
<b>SIGNATURE PAGE</b>	.....	<b>48</b>

**COLLECTIVE AGREEMENT made this 16th day of November A.D., 1993.**

**BETWEEN**

**THE SASKATCHEWAN CANCER FOUNDATION**

**AND**

**THE SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION**

**PREAMBLE**

The purpose of this Agreement is: to establish and maintain **an orderly** collective bargaining relationship between the employer and the employees represented by the Union, to maintain harmonious relations, encourage efficiency and safety in operations, **and** to provide **the** best possible clinical care to the public.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that for **and** in consideration of the premises **and** covenants, conditions, stipulations and provisos herein contained, the parties hereto agree **as** follows:





## **ARTICLE 1 - DURATION OF AGREEMENT**

### **1.01 Term of Agreement**

This Agreement, unless changed by mutual consent of both parties shall be in force and in effect from and after October 1, 1991 up to and including September 30, 1994, and from year to year thereafter, unless notification of desire to amend or terminate be given in writing.

### **1.02 Open Period**

Either party may, **not less than thirty (30) days** nor more than **sixty (60) days** before the ~~expiry~~ date hereof, give notice in writing to the other party to terminate this Agreement, or negotiate a revision thereof.

## **ARTICLE 2 - II \_\_\_\_\_ ATION**

### **2.01 Employee**

"Employee(s)" shall mean employees as covered by this agreement. Part-time, temporary and casual employees will be covered by and entitled to all rights and benefits of the agreement on a pro-rata basis (subject to group life and pension plan rules) in direct proportion to the normal hours of work.

### **2.02 Gender**

The masculine gender "he", "his", and "him", as used in this Agreement shall be construed as including the female gender where required.

### **2.03 Permanent Employee**

'Permanent Employee' means an employee who has successfully completed the required probationary period stipulated on initial employment and **excludes temporary and casual employees.**

### **2.04 Full-Time Employee**

**"Full-time Employee" shall mean an employee who is regularly scheduled to work the normal hours as defined in Article 14.01.**

### **2.05 Part-Time Employee**

'Part-Time Employee' shall mean an employee who works less than the normal hours of work on a regularly scheduled basis.

### **2.06 P : \_\_\_\_\_ Emp**

'Probationary Employee' means an employee whose initial employment is on a trial basis for a period of time (probationary period) stipulated in this Agreement for his/her class of position.

## **2.07 Temporary Employee**

'Temporary Employee' means the incumbent of a position whose tenure of employment is limited without acquisition of any continuing right to be retained as an employee beyond such period.

No person shall be employed as a temporary for more than one (1) year in any two (2) year period.

A temporary appointment may, upon the approval of the Executive Director, be extended to the extent that it totals a period of not more than two (2) years, provided that no person whose appointment has been so extended shall be employed as a temporary for more than two (2) years in any three (3) year period.

If the employment of a temporary employee is not interrupted by resignation, dismissal or an interval of non-employment of greater than one hundred and eighty (180) days, he/she shall be entitled to carry forward the benefits accrued during the temporary appointment. If the service of a temporary employee is interrupted for one of the aforementioned reasons and he/she is subsequently re-employed, he/she shall be considered to be a new employee.

I

## **2.08 Casual Employee**

'Casual Employee' means an employee who is called to work from time to time on an intermittent basis, A casual employee who accepts a temporary appointment will revert back to casual following the completion of the temporary assignment, and carries with him/her the benefits he/she accrued during the temporary appointment.

## **2.09 Radiation Therapy Student**

'Radiation Therapist Student' means a student receiving training in the accredited Radiation Therapy Training Program in a Saskatchewan cancer clinic. Application of this Agreement to students shall be as set out in Article 25.

## **2.10 Promotion**

'Promotion' is defined as the movement of an employee from a position in one class to a position in another class with a higher maximum salary.

## **2.11 Demotion**

'Demotion' is defined as the movement of an employee from a position in one class to a position in another class with a lower maximum salary.

## **2.12 Transfer**

'Transfer' means the voluntary or involuntary movement of a qualified employee from one position to another position in the same or a different class with the same maximum salary."

## **2.13 Union**

'Union' means the Saskatchewan Government Employees' Union.

## 2.14 Employer

'Employer' means the Saskatchewan Cancer Foundation.

## ARTICLE 3 - SCOPE

**3.01** This Agreement shall apply to **all** employees of the Saskatchewan Cancer Foundation except those classifications excluded by the **Labour Relations Board Order as of December 19, 1991**. The following are excluded **classifications** and categories:

- Executive Director
- Administrative Assistant to the Executive Director
- Physicians
- **Physicists**
- Director of Human Resources
- Personnel Clerk
- Director of Finance
- Director of **Data Services**
- Associate Director of Administration
- Lodge Manager
- Associate Director of Finance
- Director of **Computer Services**
- Director of Nursing
- Director of Social Work
- Technical Director of Radiation Therapy
- Director of Research
- Director of Health Records
- Director's Secretary - Saskatoon Cancer Clinic
- Director's Secretary - Allan Blair Memorial Clinic
- Research staff funded by special research grants
- Employees in positions negotiated from time to time between the parties to this Agreement.

## ARTICLE 4 - RECOGNITION

### 4.01 Union Recognition

**"Union Recognition"** The Employer **agrees** to recognize the Union **as** the **sole** collective bargaining agent for the employees covered by this Agreement, and **subject** to the terms of this Agreement consents and agrees to negotiate with the Union or **its** designated representative on matters relating to the conditions of employment, rates of pay, and **hours** of work.

#### **4.02 Management Rights**

'Management Rights" 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;
- (c) Hire, select, transfer, and layoff because of lack **of work**;
- (d) Maintain order and efficiency and to establish and **enforce** reasonable rules and regulations, consistent with the terms of this Agreement, governing the **conduct** of employees and which rules and regulations **shall** primarily be designated to safeguard the interest of the patients and the **efficiency** in Employer's operations.
- (e) Promote, demote, discipline, suspend and discharge any employee provided, however, that any such action may be subject to the grievance procedure provided herein.

#### **4.03 Contracting Out**

The Union will be provided with **as much notice as possible**, with a **minimum of thirty (30) calendar days** notice when practicable, and an opportunity to **discuss** any intent to **contract out** work of the bargaining unit.

### **ARTICLE 5 -**

#### **5.01 Union Membership**

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

#### **5.02 Dues Check-Off**

- (a) Upon the request in writing of an employee, the Employer shall deduct and pay in periodic payments out of the wages due to the employee, to the Chief Executive Officer of the Union, the union dues, assessments and initiation fees of the employee, and the employer shall furnish to the Union the names of the employees who have given such **authority**.

Employees **shall** submit **check-off** authorization with their application for membership in the **Union**.

- (b) Written notice of a change in the amount of the monthly dues must be given to the Employer by the Union at least 10 calendar days in advance of the date that the change is to be effective.

**5.03 Consideration of Days**

For the purposes of Articles 5.01 through 5.05, days paid for sick leave, pressing necessity, **compassionate leave**, vacation leave, holidays and Workers' Compensation shall be considered as days worked.

**5.04 Out-of-Scope Assignment**

An employee who is temporarily filling an **out-of-scope** position shall continue to have union dues deducted from his/her salary and shall be entitled to all of the benefits and the protection accorded by this Agreement.

**5.05 Employees on Educational Leave**

Employees who, while on educational leave, receive an allowance of one-half or more of their regular salary, shall continue to have dues deducted from such allowances.

**5.06 Appointments and Terminations**

A list of new employees hired into permanent positions and terminations from permanent positions will be provided to a designated union official on a monthly basis.

**5.07 No Individual Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the employer or employer's representative, which may conflict with the terms of this Agreement, without the written approval of the bargaining unit executive.

**5.08 Presence of Stewards**

Employees shall have the right to have a steward present during disciplinary action.

**5.09 New Employees**

New employees shall be introduced to their union steward or a member of the Union Committee as part of their orientation on their first day of employment.

**ARTICLE 6 - C**

**6.01 NO DISCRIMINATION**

The employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, sexual orientation, **political** or religious affiliation, **physical disability**, sex, marital status, or activity in the Union.

## ARTICLE 7 - GRIEVANCE PROCEDURE

### **7.01 Definition**

A grievance shall be defined as any difference or dispute between the employer and any employee(s), or the union.

### **7.02 Permission to Leave Work**

It is agreed a grievor and/or an elected Officer of the Union may, after making suitable arrangements with his/her supervisor for coverage of his/her assignment, leave his/her assigned duties temporarily in order to discuss matters related to a grievance.

As far as possible, grievance meetings will be dealt with on Employer time and the grievor and/or elected Officer of the Union shall not suffer any loss of earnings for the time spent.

### **7.03 Discussion of Differences**

If a difference arises between one or more employees and the Employer concerning the interpretation, application or administration of the Agreement, the employee(s) shall first discuss the matter with his/her immediate supervisor within ten (10) days of the occurrence of the incident. The employee may have a steward present if desired.

The supervisor shall answer the dispute within three (3) working days of the discussion unless the Union agrees to extend this time limit.

At any stage, either of the parties may request a meeting to discuss the matter of the grievance without prejudice to their respective positions.

### **7.04 Proceed to Next Step**

Failing resolution of the difference or dispute by the foregoing informal procedure, it may proceed in accordance with the following, and the supervisor shall be notified accordingly.

### **7.05 Step 1**

- (a) Except for grievances dealing with non-application of benefits as referred to in (c) below, the employee(s) concerned, with or without his/her steward, may present a grievance orally or in writing to the immediate supervisor, providing that it is done within ten (10) working days of receipt of the supervisor's reply as in Article 7.03.
- (b) Any settlement of the grievance reached between the aggrieved employee and the Employer at this stage will be considered applicable to the case in question and not as establishing a precedent for future cases.
- (c) Grievances dealing with non-application of benefits by the Employer i.e., vacation leave, sick leave, etc., will have a one (1) year time limit. The effective date of any necessary retroactive pay adjustments shall be the date on which the infraction first occurred.

(d) The immediate **supervisor shall** make every effort to reach a mutual **satisfactory** solution and **shall** give a decision in writing within five (5) working days of the **filing** of the grievance.

#### **7.06 Step 2**

If the grievance **remains unsettled pursuant** to Step 1, the matter may be referred **within** five (5) working days of the receipt of the **decision** of the Immediate **supervisor**, to the Department Head or designated management representative.

The Department Head **or designated** management **representative shall** give a decision in writing **within** ten (10) working **days** of **receipt** of the grievance.

#### **7.07 Step 3**

If the grievance remains unsettled **pursuant** to Step 2, the matter may be referred **in** writing within ten (10) working days of the receipt of the **decision** of the Department Head or designated management representative, to the Executive Director.

The Executive Director **or his/her representative shall** give a decision in writing within five (5) working days of receipt of the grievance.

#### **7.08 Step 4**

If the grievance remains **unsettled** pursuant to Step 3, the Union may, on giving five (5) working days notice in writing of its intention, refer the grievance to Arbitration in accordance with Article 8.

#### **7.09 Time Limits**

It is the desire of both parties of this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer, or the Union to evade the settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that for time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

#### **7.10 Extension of Time Limits**

Any of the time limits set forth in Articles 7 and 8 may be extended by mutual agreement in writing by the parties.

### **ARTICLE 8 - ARBITRATION PROCEDURE**

#### **8.01 Arbitration**

Whenever pursuant to the provisions of this Agreement, reference to arbitration is invoked, the parties shall endeavour to agree upon **an** impartial single arbitrator. In the event that the parties fail to agree to a single Arbitrator at any time within ten (10) working days of the date of reference to arbitration, the parties shall within a further ten (10) working days, each appoint one Arbitrator who **shall** be a member of the Arbitration Board.

### **8.02 Chairperson of Arbitration Board**

The two Arbitrators shall, within a further ten (10) working days, endeavour to agree upon an impartial Arbitrator, who shall be the third member and Chairperson of the Board. In the event the two Arbitrators cannot agree on the Chairperson, the Minister of Labour will be requested to appoint a chairperson.

### **8.03 Powers of the Board**

- (a) A single Arbitrator or a Board of Arbitration shall not have the power to alter any of the terms of this Agreement, or to substitute any provisions for existing provisions, nor to give any decision inconsistent with the terms of this Agreement.
- (b) The single Arbitrator or the Board of Arbitration shall have authority to interpret any Agreement clause that may be in dispute in a grievance referred to it for settlement.

### **8.04 Hearing Date**

The single Arbitrator or the Arbitration Board shall, within ten (10) days of its establishment, set a date for the hearing of evidence. Such hearings shall be held in a place as may be mutually agreed upon between the parties to this Agreement.

### **8.05 Decisions of the Board**

A decision of the single Arbitrator or the majority decision of the Arbitration Board or in the absence of a majority decision, the decision of the Chairperson shall be final and binding on the employee(s) concerned and the parties to this Agreement and shall be forwarded to the parties within thirty (30) days of the conclusion of the hearing.

### **8.06 Procedure of the Board**

The single Arbitrator or the Arbitration Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation.

### **8.07 Cost of the Board**

The parties shall bear an equal portion of the expenses and allowances of the single Arbitrator or Board Chairperson. Where the grievance is referred to an Arbitration Board, the parties will each bear the expenses and charges of its own Arbitrator. The parties will also bear the expenses of its own witnesses.

## **TITLE 9 - II DISMISSAL AND RESIGNATION**

### **9.01 Documents on Employee's File**

A copy of any document, or other information placed on an employee's file which might at any time be the basis for disciplinary action shall be supplied concurrently to the employee. Responses to such documents shall, upon the request of the employee, be added to the employee's file.



After three (3) years an adverse report, excluding employment references, shall be removed from the employee's file. If a report or appraisal is dated more than three (3) years **but** has not yet been removed, such shall not be used in any action against the employee.

An employee shall have the right, upon making an appointment of **access** to and review of his/her personnel file with the exception of employment references.

#### **9.02 Dismissal Only for Just Cause**

An employee shall not be dismissed without just cause to be stated in writing in the dismissal notice.

#### **9.03 Notice of Dismissal**

##### **(a) Notice for Permanent Employees**

Except in the case of dismissal for misconduct, thirty (30) calendar days notice in writing shall be given to an employee whose services are to be terminated, provided that if such notice is not given, a sum equal to one (1) month's salary shall be paid to such an employee in lieu of notice.

##### **(b) Notice for Probationary Employees**

Except in the case of dismissal for misconduct, fourteen (14) calendar days **notice** in writing shall be given to any probationary employee whose services are to be terminated, provided that if such notice is not given, a sum equal to fourteen (14) calendar days salary shall be paid to such an employee in lieu of notice.

**(c)** Termination of an employee during his/her initial probationary period cannot be the subject of a grievance.

**(d)** Earned vacation leave due an employee shall not be used as any part of the period of notice stipulated in **sub-sections (a) and (b)**.

#### **9.04 Notice of Resignation**

Employees shall give the same notice of resignation as that provided in Article 9.03. An employee who fails to give such notice shall be struck from the payroll effective the date he/she absents himself/herself without leave.

### **ARTICLE 10 - SENIORITY**

**10.01** Employees shall possess seniority and such seniority shall be based on employment with the Employer, subject to the following considerations:

#### **(a) Recognition of Seniority**

Service with the Government of Saskatchewan which was continuous with the transfer of the **Employer** from the Department of Health to the Saskatchewan Cancer Foundation shall count for seniority purposes.

**(b) Accrual of Seniority**

An employee shall acquire seniority ~~after successful~~ completion of the stipulated initial probationary period at which time ~~his/her seniority shall~~ be retroactive to the ~~last~~ date on which he/she commenced employment with the Employer, ~~subject~~ to **Article 10.02**.

**(c) Appointment to Out-of-Scope Position**

Employees within the scope of this Agreement who are appointed or ~~who~~ have been appointed to ~~out-of-scope~~ positions shall, if subsequently they have been appointed or wish to be appointed to ~~positions~~ within the scope of this Agreement, ~~shall~~ be entitled to count the ~~seniority~~ with which they were credited before they were appointed to ~~out-of-scope~~ positions. Service in ~~out-of-scope~~ positions shall not be considered for ~~seniority~~ purposes.

**(d)** Vacation pay on straight time pay and Statutory Holiday pay, paid to Temporary, Part-time, and Casual employees will be equated to time worked and count for seniority purposes.

**10.02 Loss of Seniority**

An employee ~~shall lose seniority~~ and be considered terminated for one of the following:

- (a)** Dismissal for just cause.
- (b)** Voluntary resignation.
- (c)** Failure to report ~~for~~ work within one (1) week after being notified following lay-off or immediately after the termination of ~~an~~ approved leave of absence, unless such failure is the result of illness or other reasons satisfactory to the Executive Director.
- (d)** Continuous lay-off for a period in excess of two (2) years.

**10.03 Seniority Lists**

- (a)** Upon request, the Employer shall make available to the Union, information necessary to determine the seniority of ~~an~~ employee.
- (b)** Seniority lists shall be posted annually on April 1st. Employees should, at the earliest opportunity, notify the Human Resources Department of any ~~errors~~ and/or omissions.

**ARTICLE 11 - APPOINTMENTS AND STAFF CHANGES**

**11.01 Vacancies and New Positions**

- (a)** Appointments to vacancies in existing positions and new positions shall be filled according to the provisions ~~set~~ forth.

- (b) First priority of appointment to a vacancy shall be given to qualified employee previously employed and whose names, are on the re-employment list for the said class because of lay-off, leave of absence, downward revision of classification, in that order. Where there is more than one qualified employee to be considered in each of the above, seniority shall prevail.

(c) **Posting of Vacancies**

All vacancies which are to be filled or newly established positions shall be posted for at least fourteen (14) calendar days unless the Employer and Union agree to a longer or shorter period.

Postings shall include hours of work, rates of pay, initial location and minimum qualifications.

Posting of part-time vacancies shall include the scheduled hours of work for each position.

The Union shall be sent copies of all job postings.

(d) **Temporary Vacancies**

When a temporary vacancy of a duration of 120 days or longer exists which is created by a paid or unpaid leave of absence, the vacancy shall be posted and filled in accordance with the terms of Article 11.01 subject to the following:

- (i) Additional postings shall not be required for the position of the employee transferred or promoted as a result of the original posting;
  - (ii) If as a result of the posted vacancy an individual is hired from outside the existing work force, they shall be considered terminated upon completion of the temporary work;
  - (iii) Should the temporary vacancy subsequently become a permanent vacancy, it shall be posted and filled in accordance with Article 11.01.
- (e) Employees shall apply on a prescribed form obtainable from the Human Resources Department, provided that if the form is not available, an employee may apply for any position by letter or telegram on or before the closing date. Applications submitted in advance of the posting shall be accepted by the Employer, with the proviso that advance applications must be renewed every three months.

(9) **Appointment Based on Seniority**

The senior qualified applicant who possesses the ability shall be appointed. To be considered qualified, applicants must meet the minimum requirements as set forth in the job specifications for the position involved. To be considered to possess ability, means to be capable of performing the typical duties and responsibilities outlined in the job specification for the position involved.

**(g) Candidates Right to Grieve**

All candidates covered by this Agreement shall be advised concurrently in writing of the results of the competition including the name of the applicant selected for the vacancy. Applicants having more seniority than the applicant selected shall have recourse to the grievance procedure.

**(h)** Upon request, the designated supervisory official will inform an unsuccessful applicant of the reasons for his/her application being rejected.

**11.02 Probation on Promotion, Transfer and Demotion**

**(a)** A permanent full-time employee who is promoted or who is transferred or voluntarily demotes to a different position, shall be required to serve a four (4) month probationary period. Permanent part-time employees, temporary and casual employees under the same circumstances will be required to work the equivalent of eighty-three (83) full days or a period of eight (8) months, whichever comes first.

An employee, who transfers to a position in the same classification, or demotes or transfers to a position in a classification he/she previously held, will not be required to serve a probationary period.

**(b)** The probationary period for the incumbent of a particular position may be extended for such period as may be agreed upon between the parties.

**(c)** If, within the set period he/she fails to qualify or requests to revert to his/her former position, he/she shall be returned to his/her former position without loss of seniority or increment benefits, provided that he/she was not appointed or transferred from the re-employment list, whereupon he/she would be returned to the re-employment list.

**11.03 Superior Duties**

An employee who is assigned to perform the duties of a higher in-scope position shall be paid on the following basis:

**(a)** Where the assignment is for one day or more, the employee shall be paid at a step in the higher range which provides a minimum increase of 5% over his/her current rate, however, in no case shall it be less than the minimum or more than the maximum of the range for the higher class.

If the period of temporary substitution is more than 90 calendar days, the rate shall be adjusted to 8% retroactive to the beginning of the period.

**(b) Increments for Superior Duties**

When an employee is engaged in such temporary substitution continuously for more than one (1) year, he/she shall be entitled to annual increments in the range for the higher paid position, one (1) year after any increment is granted to him/her under (a) of this Article, However, where the employee before such increment date, becomes entitled to an increment under the salary range for his/her permanent position, which would result in a higher salary, his/her increment date for the higher range shall be that for his/her permanent position.

- (c) When an employee is engaged in such temporary substitution for more than one (1) year, he/she shall, at the commencement of the second year, be paid at a rate which provides an increase of at least ten (10) percent above his/her current rate in his/her former class, provided that it is not below the minimum or above the maximum of the class in which he/she is substituting.

#### 1.04 Minimum Pay Increase

- (a) On the promotion of a permanent employee, including a permanent employee on probation, his/her new rate of pay shall be the minimum of the range for his/her new classification, or such step in the new range which yields a minimum increase of eight (8) percent.
- (b) If the promotion yields an increase of more than ten (10) percent, the employee's increment date will then be changed to the date of promotion.
- (c) The employee's rate, following promotion shall not exceed in any instance, the maximum of the range for his or her new class.
- (d) Whenever an employee's increment date or an adjustment in salary occurs on the same date as the promotion or reclassification, the employee shall receive his/her increment or adjustment before the promotion formula is applied.

#### 11.05 Transfer

##### (a) Voluntary Transfer

A permanent employee may request transfer at any time to another position by filing with the Human Resources Director a transfer request which will be considered when an appropriate vacancy occurs.

- (b) When an employee is transferred, his/her rate of pay and his/her increment date shall not be changed, except where the rate of pay in his/her old position is between two rates in the new position, in which case his/her rate of pay will be increased to the nearest higher rate.

#### 11.06 Demotion

When for any reason a permanent employee voluntarily takes a demotion, or is involuntarily demoted, his/her increment date shall not be changed. His/Her rate of pay shall be adjusted as follows:

- (a) Whenever his/her rate prior to demotion is above the maximum established for the class into which he/she is taking demotion, it shall be reduced to the maximum.
- (b) Whenever his/her rate prior to demotion is within the range of pay established for the class into which he/she is taking demotion, it shall remain the same until his/her increment date and then be increased to the next higher step in the range.
- (c) An employee who is involuntarily demoted shall have recourse to the grievance procedure.

**11.07 Initial Probation**

During the initial probationary period, employees shall be entitled to all rights and benefits of this Agreement, with the exception to the right of grievance for dismissal.

**11.08 Probation Period**

The length of time required for an initial probationary period will be six (6) months for full-time employees. Part-time, temporary and casual employees will be required to work the equivalent of one-hundred and twenty-four (124) full days or a period of twelve (12) months, whichever comes first, for their initial probation. Temporary and casual employees who have completed their probationary period and are subsequently appointed to a permanent position in the same classification will not be required to serve a further probationary period.

**11.09 Extension of Probationary Period**

The probationary period for the incumbent of a particular position may be extended for such period as may be agreed upon between the parties.

**11.10 Performance Evaluations**

Performance evaluations shall be completed on every employee during his/her probationary period. The supervisor shall discuss the evaluation with the employee and have him/her sign to indicate as to having read the evaluation prior to submitting the evaluation to the Human Resources Department. The employee shall be provided with a copy of his/her evaluation.

**11.11 Temporary Vacancy**

Employees who are promoted or transferred into a temporary position or temporary vacancy shall, upon the expiration of the temporary appointment, revert to their previous position without loss of rights or benefits.

**ARTICLE 12 - C A ; N I ; I I I**

**12.01 Class Plan**

The Employer shall maintain a position classification plan. Amendments to the classifications may be made by the Employer from time to time as changes in organization and work assignments require. Written class specifications for each class of position shall be provided to applicable employees and a complete set of class specifications shall be provided to a designated elected union official. Written class specifications will include a description of duties and qualifications.

**12.02 Classification Manual**

Copies of the Manual of Class Specifications, currently maintained, shall be kept in the Saskatchewan Cancer Foundation locations and shall be available for inspection to employees during business hours.

### **12.03 New Classes Subject to Negotiations**

- (a) **if** the Employer proposes to establish a **new class** or revise an existing class, it **shall** give notice of such intention to the Union, and upon the request of the Union will negotiate the rate of pay for such new or revised class. After the giving of notice, even if no agreement **as** to rate of pay has been reached, the Employer may nonetheless, establish and fill such new or revised class and fix the rate of pay therefore, subject to 12.03 (b).
- (b) **If** the Union is dissatisfied with the rate of pay **fixed** by the Employer for such new or revised class, it may, within twenty-one (21) calendar days of receipt of written **notice** of the establishment of the rate of pay, grieve under Article 7 hereof, and the decision reached during the Grievance Procedure or Arbitration in respect to the pay rate shall be retroactive to the date of the filling of the vacancy.

It is understood between the parties that the Arbitrator shall deal with existing classes only, except when a new class has been proposed by the Employer.

### **12.04 Request for Reclassification**

Whenever **an** employee, who has completed his/her initial probationary period, feels that his/her position is incorrectly classified, he/she may apply for a review of his/her duties by completing a form obtainable from the Human Resources Department and forwarding it to the Human Resources Department. The Human Resources Department will audit the position and notify the employee of the results.

### **12.05 Effective Date of Reclassification**

**If** a request for reclassification is received by the Human Resources Department not later than the 15th of the month, the reclassification, if approved, will be effective from the first day of the month following. Otherwise it will be effective the first day of the month next following.

### **12.06 Time Limits - Grievance**

If the employee's request for reclassification is considered and the employee is dissatisfied with the decision, he/she may within fourteen (14) calendar days of receipt of notice thereof, grieve under Article 7.

### **12.07 Reclassification With Challenge**

if upon review, a position is reclassified with a higher salary range, the employee shall be appointed to the new higher classification when the reclassification was approved to:

- (i) correct **an** error in classification, no change in duties and responsibilities being involved, or
- (ii) conform to a changed allocation standard.

## **12.08 Reclassification Into a Higher Classification**

When the reclassification into a **classification** with a higher **salary** range is due to new or **additional** duties and responsibilities, the incumbent shall be appointed to the new higher classification subject to **challenge** from other more senior **employees**. In this instance, the **reclassification** will be posted and a more senior applicant, to successfully challenge, must show that the additional duties and responsibilities resulting in the reclassification should have been assigned to **him/her** rather than the incumbent.

The Human Resources Director and the designated union official **shall** decide on the validity of the challenges.

## **12.09 Establishment of Qualifications**

If the original incumbent is not qualified for the reclassified position, a period of one year will be allowed in which to establish **qualifications**. If the incumbent **fails** to establish minimum qualifications within the one year period, **he/she** shall be removed from the position and have **his/her** name placed on the appropriate re-employment list and **his/her** position **shall** be posted in accordance with Article 11.

An employee does not have to upgrade qualifications if **he/she** has been employed in the position for 5 or more consecutive years prior to the date of the reclassification.

## **12.10 Salary on Reclassification**

### **(a) Upward Reclassification**

If a position is reclassified upward and the Incumbent of that position is appointed to it, **he/she** shall be **paid as** if **he/she** were promoted to the position according to the provisions of Article 11.04.

### **(b) Downward Reclassification**

If a position is reclassified downward, the incumbent shall have **his/her** name placed on a re-employment list for a class similar to and with the same **salary** range **as** **his/her** position before it was downgraded.

### **(c) Rate Adjustments Resulting in a Downgrade**

Until it is possible for the Human Resources Department to place the incumbent of a downgraded position **as** in (b) above, **his/her** rate will be adjusted **as** follows:

- (i) If **his/her** rate is above the maximum of the class to which **his/her** position has been downgraded, **he/she** shall retain **his/her** rate until the range for the lower level overtakes **his/her** rate, at which time **his/her** rate will be adjusted to the new maximum.
- (ii) If **his/her** rate is below the maximum of the class to which **his/her** position has been downgraded, **he/she** shall retain **his/her** rate until **his/her** increment date, at which time **his/her** rate will be adjusted to the next higher step in the range, and **he/she** will receive succeeding annual increments up to but not beyond the maximum.



- (d) The incumbent of a downgraded position shall have the right to accept or reject any position offered to him/her pursuant to (b) above. If he/she rejects the position offered to him/her, his/her salary shall be adjusted in accordance with Article 11.06.
- (e) If within two years subsequent to the downward reclassification, an employee promotes to his/her former class, he/she shall be entitled to return to his/her former step in the higher range subject to any increments he/she would have received had the downward reclassification not taken place.

## **ARTICLE 13 - LAY-OFF**

### **13.01 Employer to Inform**

It is agreed that the **Employer** will provide the Union with ninety (90) days written notice of job abolitions. Employees who are to be laid off shall receive lay-off notice as provided below, excepting that such notice shall be deemed to be given if a definite term is stated at the commencement of the period of employment:

- (a) One (1) week written notice if his/her the period of employment is less than one (1) year;
- (b) Two (2) weeks written notice if his/her the period of employment is one (1) year or more, but less than three (3) years;
- (c) Four (4) weeks written notice if his/her period of employment is three (3) years or more, but less than five (5) years;
- (d) Six (6) weeks written notice if his/her period of employment is five (5) years or more, but less than ten (10) years;
- (e) Eight (8) weeks written notice if his/her period of employment is ten (10) years or more.

### **13.02 Exercise of Rights**

Subject to the stipulation in Article 13.03, a permanent employee, subject to lay-off, shall have the right to exercise one of the following options:

- (a) To exercise 'bumping' (displacement) rights on the basis of his/her total seniority, provided he/she is qualified to perform the work. "Bumping" may be exercised **within the employees classification laterally having the same maximum hourly rate of pay or downwards. The series of classifications in each instance shall be as agreed upon between the Employer and the Union.**
- (b) To go on layoff.

### **13.03 Notice to Exercise Rights**

An employee who intends to exercise his/her right8 under this Article shall indicate such Intention in writing to the designated management official within three (3) working day8 following receipt of the lay-off notice.

#### 13.04 Bumping Rights

Bumping rights shall be exercised in the following manner:

- (a) In the first instance, the employee shall bump into a position designated by the Employer as vacant in his/her classification within the same locale.
- (b) In the second instance, the employee shall bump a probationary employee with the least service in his/her own classification within the same locale.
- (c) If there are no probationary employees in this classification, the employee shall bump an employee with the least total seniority in his/her own classification within the same locale.
- (d) If the Employee cannot bump on the basis (a), (b) or (c) above the employee shall have the right to either:
  - (i) bump to a different locale in the same orderly manner as (a), (b) or (c) above; or
  - (ii) bump laterally in a series of classification provided he/she is qualified to perform the work in Article 13.02. The order shall be so outlined in (a), (b) (c) above, but not restricted to the same locale; or
  - (iii) bump downward in a series of classification provided he/she is qualified to perform the work in Article 13.02. The order shall be as outlined in (a), (b) or (c) above, but not restricted to the same locale.
- (e) An employee whose job has been abolished shall have the right to elect to resign or retire and receive severance pay during any stage of the bumping procedure.
- (g) An employee whose Job has been abolished shall have the right to elect to go on lay-off during any stage of the bumping procedure.
- (g) An employee whose job as been abolished and elect to go on lay-off may, at any time during the two (2) years on lay-off, elect to resign or retire and/or at the end of the two (2) year period be entitled to collect severance pay based on the rate effective at the time of lay-off.

#### **0 Acceptance of an Offer of a Position**

- (a) An employee will have five (5) working days to consider the formal offer of a position made as a result of exercising his/her bumping rights under Article 13.04.
- (b) If an employee does not accept an offer of a position in his/her own classification in the bumping process, he/she will be placed on lay-off.
- (c) If an employee does not accept an offer of a position in a lateral or downward series of classification, he/she will be placed on lay-off.

### **13.06 Rights of Employees Who Are Bumped**

The bumping rights described in Articles 13.02, 13.03, 13.04 and 13.05 shall also apply to a permanent employee who has been bumped.

### **13.07 Re-Employment List**

An employee who has exercised his/her right to bump an employee in a lower classification or an employee who has been laid off, or an employee who elects to go on lay-off, shall have his/her name placed on a re-employment list for the classification he/she occupied at the time and for such other classifications for which he/she is deemed by the Employer to be qualified.

An employee who has been laid off shall have his/her name kept on the re-employment list for an unbroken period not to exceed two (2) years. He/She shall be entitled to reject three (3) call-backs to positions in classification other than that which he/she occupied at the time of lay-off, before his/her name shall be removed from the re-employment list. However, he/she shall not be entitled to reject a call-back to a position in the same classification he/she occupied at the time of lay-off.

### **13.08 Re-Employment After Lay-Off**

- (a) When an employee is re-employed after lay-off in a position similar to that which he/she held prior to lay-off, he/she shall be paid at the step in the range, subject to any wage adjustment, which he/she received at the time of lay-off.
- (b) When after lay-off, an employee is employed in a position having a lower salary range than that which he/she held prior to lay-off, he/she shall be paid as follows:
  - (i) When there is a rate equivalent to that which he/she was formerly paid, he/she shall be paid at that rate.
  - (ii) When there is no rate equivalent to his/her former rate, he/she shall be paid at the higher rate in the new range nearest to his/her former rate.
  - (iii) When the former rate of pay exceeds the maximum for the new position, he/she shall be paid the maximum in the range for the new position.

### **13.09 Promotion After L \_\_\_\_\_ Salary \_\_\_\_\_ I \_\_\_\_\_**

When, as a result of a competition, an employee after lay-off is employed in a classification having a higher salary than the position which he/she held prior to lay-off, he/she shall have his/her salary adjusted as on promotion.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01 Monday through Friday**

- (a) (i) The normal hours of work, except for Lodge employees, shall be 8:00 a.m. to 4:30 p.m., Monday through Friday, 7 hours 46 minutes per day (108.75 hours in three (3) weeks).

- (ii) The Employer shall have the right to schedule work for some employees to provide a 7 hour 46 minute day with shifts beginning no earlier than 7:00 a.m. and ending no later than 6:00 p.m.
  - (iii) Schedules shall be posted at least seven (7) days in advance of the start of the schedule.
  - (iv) Employees shall have the option of exchanging shifts with employees of the same classification, with the approval of the Employer, provided there is no extra cost to the Employer.
  - (v) There shall be no split shifts.
  - (vi) Employees working shifts under (2) above shall rotate through shifts on a weekly basis unless otherwise mutually agreed.
- (b) The lunch period may be flexed between the hours of 11:30 a.m. to 1:30 p.m. by mutual agreement between the supervisor and the employees involved.
- (c) Lodge employees shall work day, evening and night shifts of seven (7) hours (forty-six) 46 minutes per day (108.75 hours in three (3) weeks) excluding an unpaid meal break. The work week for lodge employees will commence with the evening shift on Sunday and end with the day shift on Friday.
- (d) Employees shall be entitled to take one day off every third week on the following basis:
- (i) Days off shall be adjacent to Saturdays and Sundays.
  - (ii) Employees on sick leave, vacation leave, education leave or other approved leave with or without pay shall resume their normal work cycle when they return to work.
  - (iii) While on sick leave or vacation leave, the number of days charged against the employees sick or vacation leave shall not include his/her scheduled days off during that period.
  - (iv) Employees authorized to attend a training course that falls on his/her earned day off shall have the day off rescheduled by mutual agreement.
  - (v) Scheduled days off that fall on Statutory Holidays shall be rescheduled to the preceding or next following working day by mutual agreement.
  - (vi) Work performed on days off shall be compensated as per Article 14.02 (b) and (c).
- (e) **Rest Periods**
- Two fifteen (15) minute rest periods shall be provided each day. These will occur approximately midway through each half of the shift, as mutually agreed between the Supervisor and the employee.

## 14.02 Overtime

Overtime will be distributed as equitably **as possible** amongst qualified employees. **Employees will not be required to work overtime against their wishes** when other qualified employees within their classification and department are willing to perform the work.

### Overtime Rates

Payment of overtime shall be as set out in the following subsections:

- (a) Hourly rate: 5 day 36-1/4 hour week: monthly rate  
**158**
- (b) Employees required to work in excess of ~~seven~~ hours and forty-six minutes on regular working days shall be paid for overtime worked at the rate of one and one-half (1 1/2) times the employee's hourly rate for the first four (4) hours worked and at double (2) time for all hours worked above four (4) ~~on~~ that day. An employee who is required by the Employer to report back to work after leaving the premises shall be guaranteed a minimum of two hours.
- (c) Overtime worked between 12:00 midnight and 7:00 a.m. shall be paid at the rate of double time **(2X)**.
- (d) An employee, who is required to work on his/her regularly assigned day of rest (including earned day off) shall be paid at the rate of double time for all hours worked, with a minimum two hours guarantee at overtime rates.
- (e) **Call Back**  
An employee who receives a call-back for overtime after he/she has left his/her place of work shall be paid for a minimum of two hours at overtime rates.  
  
The mileage allowance provided for in Article 22.01 (b) or reimbursement for taxi fare shall be applicable.
- (f) **Time-Off in Lieu**  
Upon the employee's request, and when mutually agreeable, overtime may be taken as time off, calculated at the appropriate overtime rates.
- (g) An employee who is required by the Employer to report back to work after leaving the premises for the purpose of performing a duty related to medical treatment of a patient, at the time of the overtime, shall be entitled to the mileage allowance as provided for in Article 22.01 (b).

## 14.03 Shift Premium

A shift premium of ~~58¢~~ per hour shall be paid to employees working shifts (including shifts worked on Statutory Holidays) whereby the majority of such hours fall within the period of 1500 hours and 0800 hours. Shift premium shall not apply to overtime worked.

## **ARTICLE 15 - HOLIDAYS**

### **15.01 Statutory Holidays**

The following shall be considered Statutory Holidays:

<b>New Year's Day</b>	<b>Labour Day</b>
<b>Good Friday</b>	<b>Thanksgiving Day</b>
<b>Easter Monday</b>	<b>Remembrance Day</b>
<b>Victoria Day</b>	<b>Christmas Day</b>
<b>Canada Day</b>	<b>Boxing Day</b>
<b>First Monday in August</b>	

plus all other Federally and Provincially proclaimed holidays.

### **15.02 Days of Rest**

- (a)** For holidays that fall on a Sunday, other than Christmas Day, the day off in lieu thereof will be granted on the following Monday.
- (b)** Holidays other than Christmas and Boxing days falling on a Saturday, the day off in lieu thereof will be granted on the preceding Friday or the following Monday.
- (c)** Subject to (a) above, Christmas and Boxing days falling on a Saturday and Sunday, the days off in lieu thereof shall be granted so as to ensure four (4) consecutive days off, including the Saturday and Sunday involved.
- (d)** Every effort shall be made by the Employer to announce their choice of options under (b) and (c) above, at least thirty (30) days in advance.

### **15.03 Working on a Holiday**

A full-time employee who is required to work on a holiday, shall be entitled to leave of absence with pay of one and one-half (1-1/2) days in lieu of the said holiday, provided that if such leave of absence with pay cannot be granted within three months the employee shall be paid, in addition to his/her regular pay, at the rate of one and one-half (1-1/2) times the regular pay for the holiday worked. By mutual agreement the three (3) month period for granting leave with pay may be extended. Time off in lieu of payment for part of a day shall be as follows:

1/4 day or less	- 3/8 day
More than 1/4 day but not more than 1/2 day	- 3/4 day
More than 1/2 day but not more than 3/4 day	- 1-1/8 day
More than 3/4 day but not more than 1 day	- 1-1/2 day

An employee who is required to perform overtime shall be paid at the rate of two and one-half (2-1/2) times his/her regular pay for each hour in excess of normal working hours which he/she works.

**15.04 Working on a Holiday which is also a Day of Rest**

When a holiday falls on an employee's assigned day of rest, and he/she is required to work on such holiday, he/she shall be paid, in addition to this regular pay, at the rate of time and one-half for all hours worked and shall also be granted a day off in lieu of the assigned day of rest. The day off shall be mutually arranged between the employee and the designated supervisory official, but must be granted within the three month period following the originally assigned day.

**15.05 Statutory Holidays Earned Prior to Workers' Compensation Board Leave**

Statutory holidays earned prior to Workers' Compensation Leave but not taken, shall be rescheduled by mutual agreement when the employee returns to work or be paid out.

**15.06 Holiday Premium**

Permanent part-time employees and casual employees shall receive a premium of five percent (5%) on all straight time pay in lieu of designated holidays. For working on a designated holiday, payment shall be made on the basis of 1-1/2X for the regular hours worked and the premium as identified above.

Temporary employees shall receive leave of absence with pay for designated holidays for those holidays which fall within their term of employment.

**ARTICLE 16 - LEAVE OF ABSENCE**

**16.01 Application for Leave of Absence**

All requests for leave of absence or extensions thereto must be submitted in writing to the immediate Supervisor or his/her designate.

**16.02 General Leave**

Insofar as the regular operation of the facility will permit, leave of absence, without pay, may be granted provided the Employee presents valid reasons for requiring such leave.

**16.03 Maternity Leave**

An Employee who becomes pregnant during her period of employment with the Employer shall be entitled to leave without pay but with accrual of seniority for up to twelve (12) months. The following conditions shall apply:

- (a) A request for maternity leave shall be made one (1) month in advance and shall be accompanied by a medical certificate confirming the probable date of confinement and shall specify the length of leave requested.
- (b) The Employer may require the Employee to take Maternity leave when the Employee is unable to carry out her normal duties or when in the opinion of a medical practitioner, such leave is warranted.
- (c) In extenuating circumstances where in the opinion of a medical practitioner, or where 16.03 (b) above has been implemented by the Employer, the leave should be further extended.

- (d) Such leave will be granted with the assurance that the Employee will resume employment in the same position and at the same step in the salary scale that she occupied prior to the granting of such leave.

**16.04 Adoption Leave**

An Employee who adopts a child while employed by the Employer shall be entitled to adoption leave without pay and with accrual of seniority for up to six (6) months as requested by the Employee. The following conditions shall apply:

- (a) The Employee shall give the Employer notice of the possibility of adoption upon determination of eligibility.
- (b) Such leave will be granted with the assurance that the Employee will resume employment in the same position and at the same step in the salary scale that he/she occupied prior to the granting of such leave.

**16.05 Paternity Leave**

Upon request an Employee shall be granted up to six (6) months paternity leave without pay and with accrual of seniority with the assurance that the Employee will resume employment in the same position and at the same step on the salary scale that he/she occupied prior to the granting of such leave.

**06 Reinstatement/Re-employment**

**(a) Reinstatement Rights**

- (i) An Employee granted a leave of absence without pay under Article 16.03, 16.04, 16.05 and all leaves of less than ninety (90) days shall, at the end of such leave or such earlier date, as may be agreed by the Employer, be reinstated in the position in which he/she was employed prior to going on leave.
- (ii) If the employee's position was abolished during his/her absence, he/she shall be subject to the provisions of Article 13 as though he/she had been occupying the position at the time of its abolition.

**(b) Reinstatement Rights - Other Conditions**

Notwithstanding Article 16.06 (a), every effort shall be made to grant a leave of absence on the basis of full reinstatement rights.

**(c) Re-employment Rights**

When reinstatement rights cannot be granted, the employee may be granted the leave of absence on the basis of re-employment rights entitling him/her to employment in the first vacancy in his/her former classification or related classification (lateral or downward) at the end of the leave of absence.

**(d) Leave on the Basis of Reinstatement or Re-employment Rights**

At the time the leave is granted, the Employer shall advise the employee, in writing, if the leave is on the basis of reinstatement rights or re-employment rights.



**16.07 Benefits on Leave of Absence:**

(a) **Leave of Absence of Less than 30 Days:**

An employee on leave of absence which is less than thirty (30) days shall continue to earn all benefits and increments provided by this agreement excepting statutory holidays.

(b) **Leave of Absence of Over 30 Days:**

Except as may be specifically provided, an Employee on leave of absence, which is more than thirty (30) days, shall not accumulate or earn seniority, sick leave, statutory holidays or annual vacation credits for the period in excess of the first thirty (30) days. A new increment date shall be established for determination of increments.

**16.08 Leave in Excess of One Year**

When leave is in excess of one year, the employee shall be required to apply for extensions at the end of each completed year, giving proof that the original conditions under which the leave was granted still prevail.

**16.09 Leave of Absence after Five Years**

Employees with five or more years of service may be granted up to three weeks' leave of absence without pay and without loss of benefits or seniority, per year, on request. The request shall be in writing to the immediate supervisor and granted by the Employer.

Such leave may be granted with annual vacation.

**16.10 Bereavement Leave**

An employee shall be granted leave with pay for compassionate leave as required upon the death of a member of the immediate family or someone with whom the employee has had a very close relationship. Members of the immediate family shall include spouse, mother, father, brother, sister, son or daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents or grandchildren.

**16.11 Pressing Necessity**

Any employee may be granted leave with pay for pressing necessities. Request for this purpose shall be made to the immediate supervisor and granted by the Employer to an extent considered to be fair and reasonable.

**16.12 Medical or Disability Leave**

An employee suffering prolonged illness shall, on application, be granted leave of absence for a period of up to one (1) year when all sick leave credits have been expended.

An extension of up to six (6) months leave shall be granted if the Employer is reasonably assured that the employee will be fit for duty within that time frame.

### **16.13 Medical Care Leave**

An employee who is unable to make the **necessary arrangements** for maintenance of personal health care outside of scheduled work time shall be granted time off with pay. Such time off will not be deducted from the employee's sick leave accumulation and shall not exceed sixteen (16) working hours per fiscal year except in extenuating circumstances. Such time off shall be **for the purposes** of attending to health-care appointments only. On **request**, employees will be required to show proof of such leave.

### **16.14 Leave for Union Business**

The Foundation agrees to continue to pay normal **salary** and benefits to employees **delegated** on a short term basis of one (1) month or less **to** attend to Union business, and that the Foundation **is** to charge the local union for **reimbursement** of the cost. Such **costs** shall only include:

- (i) Actual lost wages;
- (ii) Employer's share of Canada Pension Contributions;
- (iii) Employer's share of Unemployment Insurance premiums;
- (iv) Employer's share of Pension Contributions;
- (v) Employer's share of Group Insurance premiums;
- (vi) Workers' Compensation premiums.

On leaves of absence of more than one (1) month, and at the request of the Union, the Foundation agrees to pay normal salary and benefits to **an** employee, **and** will charge the union, in addition to those **costs** set forth above **an** appropriate amount for the following benefits:

- (i) Vacation
- (ii) Statutory Holidays

### **16.15 Long Term Disability Plan**

A Long Term Disability Plan will be **negotiated** by the **parties** to this Agreement October 1, 1980, if a plan **is** not in place.

### **16.16 Failure to Return**

Failure to return from leave of **absence** on the appropriate date may be deemed to **be a resignation** unless the Employee can **show** justifiable reasons for failure to return to work.

## **ARTICLE 17 - VACATION LEAVE**

### **17.01 Vacation Credits**

#### **(a) Allowance First Fiscal Year**

When **an** employee commences employment on the first day of the month on **which** employees under this Agreement work, **he/she** shall be entitled from **that** day to the following March **31**, to a vacation leave with pay of one **and one quarter** days for each completed **calendar** month of **service**.

The vacation leave provided for in this Article may be taken in ~~part~~ or in whole or after it is earned. Notwithstanding this provision and, subject to Article 17.08, ~~the~~ Employer may at the employee's request grant leave ~~that~~ would be earned by the following March 31. In the event that an employee does not ~~receive~~ direction by the Employer to take his/her leave by March 31, he/she shall be paid for such in lieu, at his/her normal rate of pay on the same basis as it was earned.

**(b) Three Weeks Vacation - Effective October 1, 1982**

Subject to Article 17.08, employees shall be entitled to take three weeks vacation leave with pay during the first complete fiscal year following the date of employment and thereafter up to but not including the fiscal year in which they complete six years of service. Such leave shall be earned at the rate of one and one-quarter days for each completed calendar month of service.

**(c) Four Weeks Vacation - Effective October 1, 1982**

Subject to Article 17.08, employees shall be entitled to take four weeks vacation leave with pay during the fiscal year in which they complete six or more years of service. Such leave shall be earned at the rate of one and two-thirds days for each completed calendar month of service.

**(d) Five Weeks Vacation - Effective October 1, 1982**

Subject to Article 17.08, employees shall be entitled to take five weeks vacation leave with pay during the fiscal year in which they complete seventeen or more years of service. Such leave shall be earned at the rate of two and one-twelfth days for each completed calendar month of service.

**(e) Six Weeks Vacation - Effective October 1, 1982**

Subject to Article 17.08, employees shall be entitled to take six weeks vacation leave with pay during the fiscal year in which they complete thirty or more years of service. Such leave shall be earned at the rate of two and one-half days for each completed calendar month of service.

**(9) Service in the Executive Government of Saskatchewan**

Employees who transferred from the Executive Government of Saskatchewan to the Employer on August 1, 1979 will have their recognized years of service for vacation leave credits with the Executive Government combined with their service with the Employer for the purposes of this Article.

**(g) Permanent part-time, temporary and casual employees shall receive vacation pay, payable with each cheque or immediately preceding their vacation period on the following basis:**

6% if he/she earns vacation leave at one and one quarter (1 1/4) days per month

8% if he/she earns at one and two-thirds (1 2/3) days per month

10% if he/she earns at two and one-twelfth (2 1/12) days per month

12% if he/she earns at two and one-half (2 1/2) days per month

**17.02 Vacation Year**

The vacation year shall be interpreted to mean April 1st to March 31st.

**17.03 Payment for Unused Vacation**

An employee who leaves the employment of the Employer shall be paid in lieu of unused vacation leave on the basis of vacation earned as in 17.01 above.

**17.04 Salary Advance**

An employee shall be entitled, once a year, to receive salary in advance for the month in which his/her vacation leave begins. Payment of such salary shall be made on the morning of the work day preceding the first day of vacation leave provided that the employee requests in writing to his/her immediate supervisor not less than fourteen (14) calendar days before the commencement of his/her leave that he/she wishes payment to be made pursuant to this section.

**17.05 Choice of Vacation Dates**

Every effort will be made to permit the taking of vacation leave between May 1st and October 1st in each year. Vacation leave shall be rotated to ensure equality regardless of seniority.

**17.06 Carry-Over of Vacation**

The Employer at the request of an employee, may authorize the carry-over of annual vacation to an extent considered feasible.

**17.07 Restriction of Vacation**

Where the granting authorities find it necessary to restrict vacation leave in whole or in part, the employee shall be entitled to receive pay in lieu thereof.

**17.08 Repayment of Vacation**

An employee leaving the employ of the Employer who has been granted more vacation leave than is due him/her shall have such over payment deducted from any monies owed him/her by the Employer.

**17.09 Designated Holiday During Vacation**

When any holiday designated in Article 15.01 falls within an employee's annual vacation, he/she shall be granted one additional days vacation.

**17.10 Vacation on Retirement**

Employees leaving the Employer on or after age 65, or at anytime following the completion of thirty-five years' service, shall be entitled in the fiscal year of retirement to three, four, five or six weeks' vacation leave or pay in lieu thereof.

## **17.1 ■ Displacement of Vacation for Illness**

- (a) An employee who, while on vacation, is hospitalized for three or more days in succession will have those days charged to the employee's sick leave credits and the vacation days so hospitalized and verified by a medical certificate, will be rescheduled as vacation at a mutually agreeable time.
- (b) At the discretion of the Employer a convalescing period as a result of the hospitalization may also be charged to the employee's sick leave credits and such vacation days be rescheduled as vacation as in (a) above.
- (c) The employee must have sufficient sick leave credits to accommodate (a) and (b) above.

## **17.12 Vacation Status**

The Employer shall notify, in writing, the employee of his/her eligibility for an increase in vacation benefits. The employer at the request of the employee shall provide to the employee his/her current vacation status.

## **17.13 Partial Month of Service and Sick Leave Earnings**

### **17.13.1 Partial Months of Service**

Where in any calendar month of employment an employee does not receive the full monthly salary for the position he/she occupies for any of the following reasons:

- (a) On commencement of employment he/she began work on a day other than the first day of the month on which employees under this Agreement work;
- (b) On termination of employment he/she ceased work at the close of business on a day other than the last day of the month on which employees under this Agreement work;
- (c) He commenced leave of absence without pay of greater than 30 calendar days on a day other than the first day of the month on which employees under this Agreement work,
- (d) He returned to work from a leave of absence of greater than 30 calendar days on a day other than the first day of the month on which employees under this Agreement work;  
He shall receive together with his/her regular pay for that part month, vacation pay there on at the following rates:
- (e) 6% if he/she earns vacation leave at one and one-quarter days per month
- (g) 8% if he/she earns vacation leave at one and two-thirds days per month
- (g) 10% if he/she earns vacation leave at two and one-twelfth days per month.
- (h) 12% if he/she earns vacation leave at two and one-half (2 1/2) days per month.

An employee shall not earn vacation leave with pay during any period for which he/she receives vacation pay under this section.

### **17.13.2 Supplementary Earnings**

In respect of supplementary earnings (over and above regular salary but excluding vacation pay) an employee shall receive, together with his/her cheque for such supplementary earnings, vacation pay there on at the rate specified in 17.13.1 (e), (9), (g) or (h).

## **ARTICLE 18 - SICK LEAVE**

### **18.01 Definition**

Sickness shall include sickness within the usual meaning of the term and shall include injury other than accidental injury arising out of, and in the course of, employment with the Employer except as designated in Article 18.02 next following.

### **18.02 Third Party Claims**

If an employee meets with an accident under circumstances entitling him/her to recover damages from a third party, the Employer instead of paying benefits under this plan, may authorize advances or loans to such employee to be repaid out of damages, if any, recovered by the employee from the third party.

### **18.03 Accumulation of Sick Leave Credits**

#### **(a) Under Three Months**

Probationary employees in full-time positions with less than three (3) months service shall be allowed one (1) week's sick leave.

#### **(b) Over Three Months**

Probationary and permanent employees in full-time positions with three (3) or more months continuous service shall, at the beginning of a fiscal year, be credited with fifteen (15) working days sick leave with pay in respect of that fiscal year. Such leave shall be earned on the basis of one and one-quarter (1-1/4) days for each completed calendar month of service. Any unused days of the foregoing amounts shall be accumulated from year to year. Employees shall be entitled to draw on their accumulation to a maximum of 262 consecutive working days.

#### **(c) Temporary, part-time, and casual employees shall accumulate sick leave credits on a pro-rata basis, and be entitled to draw on their accumulation to such an extent he/she would have worked that day had he/she not been sick to a maximum of 262 consecutive working days.**

Temporary and part-time employees shall be credited with sick leave in accordance with (a) and (b) above on a pro-rated basis.

**18.04 Sick Leave Advance for Employees Who Contribute to the Public Serv/ Superannuation Plan**

At the discretion of the Executive Director, an employee whose sick leave benefits are exhausted may be permitted to draw on his/her future credits to a maximum of thirty days, providing that he/she has enough equity in Superannuation contributions to allow the employer to recover any overdrawn amounts in the event that he/she separates, dies or retires from the Employer. The intent of this Article is to deal primarily with instances of prolonged illness or accident, or for use when preceded by an illness which has exhausted earned sick leave, or in any other deserving situation.

Where an employee, at the beginning of a year, is overdrawn on sick leave, one-half of the current year's entitlement (or the amount of the overdrawn, whichever is the lesser) shall be applied against the overdrawn amount and the other half shall be available for use during the current year. If any of the latter half remains to the employee's credit at the end of such year, it shall also be applied against any remaining overdrawn sick leave.

**18.05 Designated Holidays During Sick Leave**

Holidays designated in Article 15.01 occurring during the period when an employee is on sick leave shall not be charged against the employee's sick leave credits.

**18.06 Reporting of Sick Leave**

Employees will notify the Employer in the normal manner of an expected absence from work prior to the commencement of their normal starting time or as soon as it is practical thereafter.

**18.07 Sick Leave - Mutual Concern**

The use of sick leave is of mutual concern between the Union and Management.

**ARTICLE 19 - SAFETY AND HEALTH**

**19.01 Radiation Exposure**

- (a) Subject to 19.01 (b), Radiation Technicians 1, 2 and 3, nurses who assist in the operating room implantation of radioactive material, and technicians involved in the operation and maintenance of equipment used in radiation treatment who, in the judgment of the Employer are regularly engaged in duties which expose them to radiation, shall be entitled to an additional week of vacation leave each year.
- (b) This provision shall apply only to persons described in 19.01 (a), who were so employed in a Saskatchewan Cancer Clinic on March 31, 1976, or to whom a valid offer of employment had been made by such date.

## 19.02 Occupational Health and Safety Administration

### (8) Occupational Health and Safety Committees

In each locale of the Employer there shall be an Occupational Health and Safety Committee consisting of representation from the Union and the Employer and the parties agree to cooperate in the establishment and ongoing function of this committee.

### (b) Referral of Safety Concern

An employee or a group of employees who have a health or safety concern should endeavour to resolve the concern by first referring the concern to the Immediate supervisor or Safety Officer, who will investigate and take remedial action. Should the concern not be addressed, the employee or group of employees shall bring the concern to the attention of the Occupational Health & Safety Committee.

### (c) Duties of the Committee

The Occupational Health and Safety Committee shall hold meetings and regular inspections to deal with all unsafe, hazardous or dangerous conditions without loss of pay. Minutes of all committee meetings shall be provided to the Union, Employer and Occupational Health and Safety Branch of the Department of Human Resources, Labour and Employment of the Province of Saskatchewan.

### (d) Safety Measures

Employee8 shall be supplied and required to wear all necessary tools, equipment and protective clothing as required by Safety Regulation8 and /or all established procedures.

### (e) Right to Refuse Dangerous Work

Employees may refuse to do any particular act or series of acts, where they have reasonable grounds for believing it would be unusually dangerous to their health and safety or that of their co-workers, until stops have been taken to satisfy them otherwise or until the Occupational Health and Safety Officer has established the matter. The worker may not be discriminated against by reason of the fact that he/she has exercised this right. An Employer may, however, temporarily assign the employee alternate work, at no loss of pay, until the matter has been resolved.

### (9) No Disciplinary Action

No employee shall be required to work on any job or operate any equipment which in the opinion of the employee or the Occupational Health and Safety Committee is unsafe until the Committee has investigated the matter or situation. No disciplinary action shall be taken against an employee under these conditions.



## **ARTICLE 20 - WORKERS' COMP**

### **20.01 Wage continuance**

When an employee is injured in the performance of his/her duties, or when an employee incurs an industrial illness, and the accident or illness is compensable under the provisions of the Workers' Compensation (Accident Fund) Act, the Employer shall pay such employee an amount equal to one-third of the compensation payment, less his/her normal income tax deduction, for a period not in excess of one year for any one accident provided, however, that the total compensation allowance shall not exceed normal earnings. In those instances where the application of the formula does not produce an amount equal to the employee's salary the difference will be paid by the Employer.

### **20.02 Benefit Continuance**

For periods of time during which benefits are being paid under the provisions of the Workers' Compensation (Accident Fund) Act, an employee shall be entitled to earn benefits under this Agreement as follows:

- (a) When leave is for 90 consecutive calendar days or less, all of the benefits of this Agreement except designated holidays.
- (b) When leave is for more than 90 consecutive calendar days but not more than 180 consecutive calendar days, vacation leave credits and seniority credits only.
- (c) When leave is for more than 180 consecutive calendar days, seniority credits only.

### **20.03 Wage Advance**

Pending receipt of payments from the Workers' Compensation Board, an employee shall receive advances up to the amount of his/her normal earnings, less income tax deductions provided, however, that the Employer in its discretion, may limit such advances to the amount of an employee's accumulated sick leave benefits as at the commencement of his/her disability. Proof of disability will be required before such advances are made.

## **TICLE 21 - PAY ATION**

### **21.01 Appendix 'A'**

The rates of pay contained in Appendix 'A' attached hereto and forming a part of this Agreement shall be the rates of pay received by employees of the Employer.

### **21.02 Pay Periods**

Employees shall be paid on a monthly basis with a mid-month advance of approximately 50% of normal net earnings. The mid-month advance shall be paid on the last business day on or before the 15th of the month. The required deductions shall be made from the month end earnings which shall be paid on the last business day of the month for the Employer.

Cheques will be available the day before the required pay day and will be released to those employees who are scheduled to be absent on the pay day.

Casual employees will be paid twice a month and cheques will be issued within one week following the 15th of the month and within one week following the month end.

Implementation of this provision shall be within three months of signing of the agreement.

At the employee's option, his/her cheque will be mailed prior to pay day to the credit of the employee in a financial institution of his/her choice.

A statement accounting for gross earnings, deduction there from and net earnings shall be supplied to the employees with the month end cheque.

### **21.03 Increments**

#### **(a) Annual Increments**

A permanent employee shall be granted annually, an increment within his/her salary range.

#### **(b) Increments for Permanent Full-Time Employees**

**Annual increments shall be effective on the anniversary date of appointment, provided that where the implementation of the pay plan, or any other section of the Agreement, established the increment date of an employee, that date shall be deemed to be the anniversary date of that employee.**

#### **(c) Increment While on Leave or Lay-off**

When an employee returns to work after not more than one month leave of absence without pay or lay-off, there shall be no change in his/her increment date.

When an employee returns to work after more than one month leave of absence without pay or lay-off, he/she shall be eligible to receive an increment subject to (a) and (b) following such time as he/she has accumulated a full twelve months service following his/her last anniversary date including any service prior to the taking of leave of absence without pay or lay-off. This date then becomes his/her new anniversary date.

When the leave is for illness covered by leave of absences with pay or leave for union business there shall be no change in the increment date, regardless of the length of the leave of absence.

#### **(d) Increments for Less than Full-Time Employees**

Employees who work less than the normal hours of work shall receive half increments on the following basis:

- (i) When the employee has worked half the normal hours in a year or a year has elapsed from the date of employment (or from their last increment), whichever occurs later, the employee shall be entitled to the first half of the increment.

- (ii) When the employee has worked the balance of hours to complete a normal year's hours, the employee shall be entitled the full increment (2nd half of the increment).
- (iii) Thereafter, advancement through further steps of the scale shall be in accordance with (i) and (ii) above.
- (iv) The increment shall be implemented in accordance with Article 21.03 (b).

#### **21.04 Non-Registered Rate**

- (a) Employees who are hired into positions requiring registration with a Professional Association and who are qualified but not registered will be paid at a rate which is 90% of the lowest step in the regular range until such time as they are registered.
- (b) Employees who become registered with their Professional Association will have their pay adjusted, effective the first of the month following registration.

#### **21.05 Pay Range**

##### **(a) Assignment of a Higher Pay Range**

If a higher pay range is assigned to a position or class of positions, the employee shall move to the same step in the new pay range as that at which he/she was being paid in the previous range, except where the length of the range has been increased, employees who have been at the maximum for more than one year will have their rates adjusted to the new higher step(s) based on the number of years they have been at the maximum.

##### **(b) Assignment of a Lower Pay Range**

If a lower pay range is assigned to a position or a class of positions, the employee shall retain his/her salary until his/her increment date, at which time he/she shall go to the next step in the new range.

##### **(c) red Pay Range**

When a lower pay range is assigned to a class of positions and an employee's current salary is above the maximum of such range, his/her salary shall remain set at the specific rate he/she was earning at the time until he/she is placed in another position allowing him/her to continue to earn additional increments. The Employer shall endeavour to place the employee in a position with a salary range equal to that of his/her former classification, subject to the provisions of Article 11.01 (b).

##### **(d) Position Election**

An employee shall have the right to accept or reject such a position offered to him/her pursuant to sub-section (c) of this section. If he/she elects to reject the position offered, he/she shall be subject to a reduction in pay as on a voluntary demotion. If he/she elects to accept the position offered, he/she shall be required to complete satisfactorily, the probationary period for such position, and in the event of failing to do so, he/she shall be entitled to return to his/her former position, but shall be subject to a reduction in pay as on a voluntary demotion.

#### **21.06 Death of an Employee**

In the event of the death of an employee, **any** amounts normally due him/her under the provisions of this Agreement, shall be paid to his/her estate.

#### **21.07 Wage Credits**

Except in the appointment of temporary and **less** than full-time employees, in hiring rates of pay shall normally be at the minimum of the **salary** ranges provided, however, the Employer may approve a higher rate where the selected applicant possesses education and/or experience which exceeds the minimum requirements for the **classification**. The Employer will post the rate **at** which it has given such approval and an outline of the qualifications of the person appointed.

Any employee in the same classification who is being paid **at** a rate lower in the range and who believes he/she possesses qualifications equivalent to the person appointed may, within **30 calendar** days of such posting, request that the Employer review his/her qualifications and salary. If, **as** a result of the review, a salary adjustment is considered to be warranted, the Employer shall so authorize.

**If**, for reasons other than qualifications in excess of minimum requirements the Employer authorizes original recruitment at a rate above the minimum of the salary range, **it** agrees to review the experience of present employees in the **classification** and, where necessary, adjust the salary of those **with** the same qualifications or experience **as** that recruited.

### **ARTICLE 22 - ALLOWANCES**

#### **22.01 Expenses Reimbursed**

- (a) The Employer shall reimburse employees for reasonable expenses incurred by them on authorized Employer business. Receipts for expenditures shall be supplied by the employee on the basis of Employer policy direction.
- (b) An employee authorized to travel on Employer business utilizing a privately owned automobile shall receive allowances in accordance with the mileage rate established by the Public **Service** Commission from time to time, with a minimum of \$2.90 paid per round trip.

**Effective November 1, 1993 - mileage allowance: - 27.70 per kilometre**

#### **22.02 Accommodations**

- (a) Employees shall be reimbursed for actual **and reasonable** hotel expenses, supported by a receipt, **as** established by Employer policy.
- (b) Employees shall be entitled to an allowance of **\$15.00** per night for accommodation in private residences.

**22.03 Meal Allowances**

Employees shall be entitled to meal allowances as established by the Public Service Commission from time to time.

**Meal Allowances:**

**Effective November 1, 1993**

	<b><u>In Province</u></b>	<b><u>Out of Province</u></b>
<b>Per Diem Allowance</b>	<b>\$23.00</b>	<b>\$30.00</b>
<b>For Partial Days:</b>		
<b>Breakfast</b>	<b>\$ 5.65</b>	<b>\$ 7.00</b>
<b>Dinner</b>	<b>\$ 7.35</b>	<b>\$ 8.00</b>
<b>Supper</b>	<b>\$10.00</b>	<b>\$15.00</b>

**Plus GST & PST where applicable**

**22.04 Relocation on Promotion and Voluntary Transfer or Demotion**

- (a)** An employee whose headquarters is changed as a result of a promotion, voluntary transfer or demotion which is in the interest of the Employer shall be allowed reasonable expenses for the transportation of his/her household goods and for the transportation and sustenance enroute of himself/herself and his/her dependents, plus sustenance for himself/herself at the rates set out in Article 22.02 and 22.03 for that number of calendar days not exceeding 30 at the new headquarters during which he/she has not been able to secure a self-contained domicile,
- (b)** In special circumstances, an employee may claim for his/her dependents a maximum of two calendar days sustenance at regular rates at the new headquarters.
- (c)** Notwithstanding the scale of allowances provided for in 22.05, an employee who contracts for board and/or room shall not receive more than out-of-pocket expenses under any circumstances.
- (d)** For purposes of this article, dependent shall mean spouse and dependent children domiciled with the employee.

**22.05 Relocation on I \_\_\_\_\_**

An employee whose headquarters is changed as a result of an involuntary transfer shall, in addition to all allowances provided by Article 22.04 be entitled to the following benefits.

- (a)** Up to four days leave with pay for purposes of obtaining a residence at the new headquarters.
- (b)** Normal travel and sustenance allowances for the employee and spouse, if applicable, during the period of leave referred to above.
- (c)** Temporary storage of household goods for a period of up to 30 calendar days where necessary.

- (d) An incidental relocation allowance of \$200 (no receipts required) to cover such items as appliance hook-ups, drapery and floor covering alterations etcetera.
- (e) Subject to documentation, the payout of a housing lease if the lease cannot be terminated without **cost** to the employee.

**AR 23 - SEVERANCE**

**23.01 Severance Pay**

An employee whose job has been abolished or who has been informed in writing that his/her job has been abolished, and who elects to resign or retire on immediate pension shall be entitled to severance pay on the basis of one week's pay for **each** completed year of **service**. **Service** for the purpose of this provision shall include **continuous service** in positions both within and outside the scope of this Agreement but shall not include time spent on the lay-off list. Uninterrupted **service** with the Executive Government of Saskatchewan for those employees who transferred to the Employer on August 1, 1979 shall count for the purposes of this Article.

**ARTICLE 2 - I I I I**

**24.01 Technological Change**

**(a) Technological Change - Notice:**

If, as a result of the Employer introducing new equipment or major changes in operating methods, or **dissolution** of department, certain job classifications will no longer be required, the Employer shall notify the **Union** three (3) months **in** advance of instituting **such** changes which will **cause** dislocation, reduction or demotion of the existing work force. By mutual agreement of the Employer and the Union, the above **time limit** may be adjusted to **suit** individual circumstances.

**(b) Change - Discussion:**

Upon notification as above, the Employer and the **Union** will commence **discussion** as to the effect on personnel and application of this Article.

**(c) Technological Change - Maintenance of Wages:**

During the above mentioned Implementation and transitional period, affected employees will maintain their wage level.

**(d) Technological Change - New Job:**

All new Job **titles** and rates of pay shall be negotiated in accordance with Article 12.

(e) **Technological Change - Training:**

Where practicable, any training or retraining required to fill the new positions shall be provided by the Employer at the employee's regular rate of pay.

(f) **Technological Change - Reduction of Work Force:**

If application of this Article requires a reduction in the work force, such reduction will be carried out under the terms of Article 13.

**24.02 Personal Property Loss**

An employee's personal property loss or damage by the action of a patient shall be replaced or repaired at the expense of the Employer to a maximum of \$500.00, subject to integration with 100% coverage by Workers' Compensation Board, provided that reasonable proof of the cause of such damage is submitted by the employee concerned within reasonable time of such loss or damage.

The Executive Director may authorize replacement or repairs of personal property damaged or lost other than by the actions of a patient.

**24.03 Payment of Fees**

(a) Subject to the conditions set out in 24.03 (b), the Employer agrees to pay the professional fees of all employees who are required either by statute or by the Employer to be a member of a professional association. For partial years, reimbursement shall be pro-rated on the basis of time worked.

(b) Payment of fees provided for in (a) above shall be based on the amounts in effect on January 1, 1987. Such reimbursement paid by the Employer shall not exceed the amount paid by the employee.

For employees who work less than full-time, the Employer agrees to pay those professional fees where service during the calendar year is 40% or more of the normal hours of work. Where service is less than 40%, the reimbursement will be pro-rated on the basis of time worked. Payment will be made following the end of the calendar year or at the date of termination, whichever is earliest.

(c) The Executive Director may authorize payment for other licenses and fees.

**24.04 Bulletin Boards**

The employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

There will be two bulletin boards placed at the Saskatoon Cancer Clinic and two at the Allan Blair Memorial Clinic, and one board is to be placed in the Employer Administrative offices.

## **ARTICLE 25 - RADIOTHERAPY STUDENTS**

### **25.01 Training Program**

Radiotherapy **students** entering the **training** program **shall be** paid on the following basis:

- Up to **2** months Orientation Period      -    Minimum Wage
- During Clinical training up to and including the 12th month      -    **53%** of **start** for Registered Technologists
- 13th to 18th month of clinical **training**      -    **63%** of **start** for Registered Technologists
- 19th month to completion of clinical training (to a maximum of **28th** months)      -    **73%** of **start** for Registered Technologists

### **25.02 Hours of Work**

Up to **36-1/4** hours of work per week depending on the requirements of the education program.

### **25.03 Conditions of Teaching Program**

**IT IS AGREED BETWEEN THE UNION AND THE EMPLOYER THAT THE FOLLOWING CONDITIONS SHALL APPLY TO STUDENTS EMPLOYED BY THE EMPLOYER.**

- (a)** The Union agrees that the teaching program is not subject to negotiation, **as** it is recognized that this program must be acceptable to the accreditation body.
- (b)** That the general terms of the Collective Agreement will apply to the students except in cases where those terms are not compatible with the educational program.
- (c)** That any student who opts out of the teaching program and applies for a position with the Employer will be considered a new employee until such time **as** he/she has passed the probationary period. Subsequently, the employee who passes the probationary period will be credited with seniority retroactive for the entire period that the employee **was** in the teaching program. This provision also applies to those students who, having completed their education program, are seeking employment with the Employer.

### **25.04 Wage Prior to Certification**

**Students who are retained shall be paid 90% of the lowest step on the required range until such time as they are certified.**



**ARTICLE 26 - EMPLOYEE BENEFITS**

**26.01 Group Life**

The Employer will pay for the first ten thousand (\$10,000) coverage under the Group Life Insurance Policy for Employees continuing eligibility for that benefit.

**26.02 Dental Plan**

The Employer will provide a Dental Plan, the benefits of which shall be consistent with those contained in the Public Employees Dental Plan as of October 9, 1985.

## APPENDIX "A"

SALARY RATE INCREASE:            October 1, 1993 - 2.5% to the Current Pay Rates

### RETROACTIVITY

Employees ~~who~~ have ~~terminated~~ employment prior to signing of the Collective Agreement must apply no later ~~than~~ 30 days after signing the Collective Agreement for ~~retroactive~~ pay. All items other ~~than~~ wages shall be effective the signing date of the ~~Collective~~ Agreement.

### COST OF LIVING ALLOWA

A Cost of Living Allowance shall be paid on the percentage Increase that the average to the Regina and Saskatoon all items Consumer Price Index (1986=100) for August 1994 exceeds the average of the ~~same~~ index for August 1993, by more than two point five percent (25%). Said adjustment shall be obtained by applying the above percentage Increase to the ~~basic~~ hourly rates in effect as at October 1, 1993 and shall be rounded to the nearest cent. The reading must provide a minimum of one cent (1¢) per hour before payment will be made. The COLA shall be ~~folded~~ Into the general wage rates as at September 30, 1994 and be paid effective October 1, 1994.

# Salary Schedule Monthly And Hourly Rates

	October 1, 1991						July 1, 1993						October 1, 1993						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
<b>Clerical</b>																			
<b>Level/Grade 1</b>																			
Admitting/Reception Clerk	1,682	1,728	1,776	1,829	1,882	1,882	1,724	1,771	1,820	1,875	1,929	1,929	1,724	1,771	1,820	1,875	1,929	1,929	1,929
Clerk Typist II	10.65	10.94	11.24	11.58	11.91	11.91	10.91	11.21	11.52	11.87	12.21	12.21	10.91	11.21	11.52	11.87	12.21	12.21	12.21
File Clerk																			
Follow By Mail Clerk																			
Health Records Clerk																			
<b>Level/Grade 2</b>																			
Health Records Clerk II	1,728	1,776	1,829	1,882	1,929	1,929	1,771	1,820	1,875	1,929	1,977	1,977	1,771	1,820	1,875	1,929	1,977	1,977	1,977
Medical Typist I	10.94	11.24	11.58	11.91	12.21	12.21	11.21	11.52	11.87	12.21	12.51	12.51	11.21	11.52	11.87	12.21	12.51	12.51	12.51
<b>Level/Grade 3</b>																			
Medical Secretary	1,776	1,829	1,882	1,938	2,000	2,000	1,820	1,875	1,929	1,986	2,050	2,050	1,820	1,875	1,929	1,986	2,050	2,050	2,050
Physics Secretary	11.24	11.58	11.91	12.27	12.86	12.86	11.52	11.87	12.21	12.57	12.97	12.97	11.52	11.87	12.21	12.57	12.97	12.97	12.97
Secretary To Associate Director, Administration																			
<b>Level/Grade 4</b>																			
Health Records Technician	1,910	1,968	2,037	2,109	2,182	2,182	1,958	2,017	2,088	2,162	2,237	2,237	1,958	2,017	2,088	2,162	2,237	2,237	2,237
Supervisor Admitting/Reception	12.09	12.46	12.89	13.35	13.81	13.81	12.39	12.77	13.21	13.68	14.16	14.16	12.39	12.77	13.21	13.68	14.16	14.16	14.16
Medical Typist II	1,964	2,030	2,105	2,178	2,254	2,254	2,013	2,081	2,158	2,232	2,310	2,310	2,013	2,081	2,158	2,232	2,310	2,310	2,310
Accounting Clerk II	12.43	12.85	13.32	13.78	14.27	14.27	12.74	13.17	13.66	14.13	14.62	14.62	12.74	13.17	13.66	14.13	14.62	14.62	14.62
<b>Level/Grade 5</b>																			
Accounting Clerk II	2,001	2,073	2,144	2,219	2,299	2,299	2,051	2,125	2,198	2,274	2,358	2,358	2,051	2,125	2,198	2,274	2,358	2,358	2,358
Health Records Administrator	12.66	13.12	13.57	14.04	14.55	14.55	12.98	13.45	13.91	14.40	14.91	14.91	12.98	13.45	13.91	14.40	14.91	14.91	14.91
Supervisor Of Statistics	2,072	2,141	2,218	2,302	2,385	2,385	2,124	2,195	2,273	2,360	2,445	2,445	2,124	2,195	2,273	2,360	2,445	2,445	2,445
<b>Level/Grade 6</b>																			
Administrative Assistant To Associate Director Of Administration	13.11	13.55	14.04	14.57	15.09	15.09	13.44	13.89	14.39	14.93	15.47	15.47	13.44	13.89	14.39	14.93	15.47	15.47	15.47
<b>Level/Grade 7</b>																			
Nursing Level/Grade 1	2,141	2,218	2,302	2,385	2,477	2,477	2,195	2,273	2,360	2,445	2,539	2,539	2,195	2,273	2,360	2,445	2,539	2,539	2,539
Porter	13.55	14.04	14.57	15.09	15.88	15.88	13.89	14.39	14.93	15.47	16.07	16.07	13.89	14.39	14.93	15.47	16.07	16.07	16.07
<b>Level/Grade 8</b>																			
Nursing Level/Grade 1	1,757	1,802	1,854	1,904	1,952	1,952	1,801	1,847	1,900	1,952	2,003	2,003	1,801	1,847	1,900	1,952	2,003	2,003	2,003
Nurse Aide	11.12	11.41	11.73	12.05	12.35	12.35	11.40	11.69	12.03	12.35	12.65	12.65	11.40	11.69	12.03	12.35	12.65	12.65	12.65
<b>Level/Grade 2</b>																			
Licensed Practical Nurse	1,802	1,854	1,904	1,952	2,003	2,003	1,847	1,900	1,952	2,003	2,054	2,054	1,847	1,900	1,952	2,003	2,054	2,054	2,054
Porter Attendant	11.41	11.73	12.05	12.35	12.65	12.65	11.69	12.03	12.35	12.65	12.95	12.95	11.69	12.03	12.35	12.65	12.95	12.95	12.95
<b>Level/Grade 3</b>																			
Licensed Practical Nurse	2,081	2,151	2,214	2,289	2,369	2,369	2,133	2,205	2,289	2,369	2,454	2,454	2,133	2,205	2,289	2,369	2,454	2,454	2,454
Porter Attendant	13.17	13.61	14.01	14.41	14.81	14.81	13.50	13.95	14.35	14.75	15.15	15.15	13.50	13.95	14.35	14.75	15.15	15.15	15.15

## Salary Schedule Monthly And Hourly Rates

	October 1, 1991						July 1, 1993						October 1, 1993					
	Step 1	Step 2	Step3	Step4	Step5	Step6	Step 1	Step2	Step3	step4	Step5	Step6	Step 1	Step 2	Step3	Step 4	Step5	Step6
<b>Nursing (Continued)</b>																		
<b>Level/Grade 4</b>																		
Registered Nurse	2,632	2,716	2,811	2,910	3,016		2,757	2,876	3,000	3,125	3,212		2,827	2,948	3,075	3,203	3,293	
	16.66	17.19	17.79	18.42	19.09		17.45	18.20	18.99	19.78	20.33		17.89	18.66	19.46	20.27	20.84	
<b>Physics</b>																		
<b>Level/Grade 1</b>																		
Physics Technician I (Trainee)	1,860	1,926	1,998										1,907	1,974	2,048			
	11.77	12.19	12.65										12.07	12.49	12.96			
<b>Level/Grade 2</b>																		
Physics Technician I	2,326	2,408	2,495	2,584	2,677	2,778							2,384	2,468	2,557	2,649	2,744	2,847
	14.72	15.24	15.79	16.35	16.94	17.58							15.09	15.62	16.19	16.76	17.37	18.02
<b>Level/Grade 3</b>																		
Physics Technician (Electronics)	2,450	2,539	2,628	2,726	2,828	2,935							2,511	2,602	2,694	2,794	2,899	3,008
	15.51	16.07	16.63	17.25	17.90	18.58							15.89	16.47	17.05	17.68	18.35	19.04
<b>Level/Grade 4</b>																		
Instrument Maker	2,489	2,583	2,683	2,792	2,904	3,024							2,551	2,648	2,750	2,862	2,977	3,100
	15.75	16.35	16.98	17.67	18.38	19.14							16.15	16.76	17.41	18.11	18.84	19.62
<b>Level/Grade 5</b>																		
Physics Technician (Dosimetry) (Dose Planning)	2,628	2,726	2,828	2,935	3,045								2,694	2,794	2,899	3,008	3,121	
	16.83	17.25	17.90	18.58	19.27								17.05	17.68	18.35	19.04	19.75	
<b>Level/Grade 6</b>																		
Physics Technician II	2,839	2,939	3,041	3,153	3,267	3,385							2,910	3,012	3,117	3,232	3,349	3,470
	17.97	18.60	19.25	19.96	20.68	21.42							18.42	19.07	19.73	20.45	21.19	21.96
<b>Level/Grade 7</b>																		
Senior Physics Technician	2,939	3,041	3,153	3,267	3,385	3,510							3,012	3,117	3,232	3,349	3,470	3,598
	18.80	19.25	19.96	20.68	21.42	22.22							19.07	19.73	20.45	21.19	21.96	22.77
<b>Radiation Therapy</b>																		
<b>Level/Grade 1</b>																		
Radiation Therapist I Simulator Technician	2,459	2,552	2,652	2,755	2,860		2,531	2,628	2,726	2,828	2,936	3,045	2,594	2,694	2,794	2,899	3,009	3,121
	15.56	16.15	16.78	17.44	18.10		16.02	16.63	17.25	17.9	18.58	19.27	16.42	17.05	17.68	18.35	19.04	19.75
<b>Level/Grade 2</b>																		
Radiation Therapist II	2,628	2,726	2,828	2,935	3,045		2,628	2,726	2,828	2,936	3,045	3,162	2,694	2,794	2,899	3,009	3,121	3,241
	16.83	17.25	17.90	18.58	19.27		16.83	17.25	17.90	18.58	19.27	20.01	17.05	17.68	18.35	19.04	19.75	20.51
<b>Level/Grade 3</b>																		
Student Coordinators	2,726	2,828	2,935	3,045	3,161		2,726	2,828	2,936	3,045	3,162	3,282	2,794	2,899	3,009	3,121	3,241	3,364
	17.25	17.90	18.58	19.27	20.01		17.25	17.90	18.58	19.27	20.01	20.77	17.68	18.35	19.04	19.75	20.51	21.29
<b>Social Services</b>																		
<b>Level/Grade 1</b>																		
Social Worker I	2,495	2,588	2,681	2,785	2,892	3,005							2,557	2,653	2,748	2,855	2,964	3,080
	15.79	16.38	16.97	17.63	18.30	19.02							16.19	16.79	17.39	18.07	18.76	19.49

## Salary Schedule Monthly And Hourly Rates

	October 1, 1991						July 1, 1993						October 1, 1993					
	Step 1	Step2	Step3	Step4	Step5	Step8	Step 1	Step2	Step3	Step4	Step5	Step8	Step 1	Step2	Step 3	Step4	Step 5	Step 6
<b>Lodge Employees</b>																		
<b>Level/Grade 1</b>																		
Homemaker	1,684	1,733	1,778	1,832	1,887								1,728	1,776	1,822	1,878	1,934	
	10.66	10.97	11.25	11.59	11.94								10.92	11.24	11.53	11.88	12.24	
<b>Level/Grade 2</b>																		
Cook	1,832	1,887	1,941	2,001									1,878	1,934	1,990	2,051		
	11.59	11.94	12.28	12.66									11.88	12.24	12.59	12.98		
<b>Other Classifications</b>																		
<b>Level/Grade 1</b>																		
Laboratory Assistant	1,481	1,552	1,623	1,688	1,743	1,804							1,518	1,591	1,664	1,730	1,787	1,849
	9.37	9.82	10.27	10.68	11.03	11.42							9.61	10.07	10.53	10.95	11.31	11.70
<b>Level/Grade 2</b>																		
Laboratory Technician	2,053	2,107	2,189	2,276	2,369	2,465							2,104	2,160	2,244	2,333	2,428	2,527
	12.99	13.34	13.85	14.41	14.99	15.60							13.32	13.67	14.20	14.77	15.37	15.99
<b>Level/Grade 3</b>																		
Dietitian	2,538	2,608	2,702	2,802	2,908								2,801	2,873	2,770	2,872	2,981	
	16.06	16.51	17.10	17.72	18.41								16.48	16.92	17.53	18.18	18.87	
<b>Level/Grade 4</b>																		
Programmer/Analyst	2,839	3,041	3,153	3,267	3,385	3,510							3,012	3,117	3,232	3,349	3,470	3,598
	18.60	19.25	19.96	20.68	21.42	22.22							19.07	19.73	20.45	21.19	21.96	22.77

LETTER OF UNDERSTANDING  
Re: Review of Research Department

In compliance with a commitment made during bargaining of the **1991-1994** Collective Agreement, the Saskatchewan Cancer Foundation commits to review with the Union the eligibility of research staff for Union membership under term of the Collective Agreement. It is further agreed that in the event the issue cannot be resolved, the employer will be party to a Joint application to the Saskatchewan Labour Relations Board requesting adjudication.

LETTER OF UNDERSTANDING  
Re: Screening Program For Breast Cancer • Hours of Work

In compliance with a commitment made during bargaining of the **1991-1994** Collective Agreement, the Saskatchewan Cancer Foundation commits to discuss with the Union, hours of work for employees of the Screening Program for Breast Cancer. Discussions to take place after resolution of excluded classifications from the bargaining unit.

LETTER OF UNDERSTANDING  
Re: Establishment of an Employee and Family Assistance Program

In compliance with a commitment made during bargaining of the **1991-1994** Collective Agreement, the Saskatchewan Cancer Foundation commits to work with the Union to develop an Employee Family Assistance Program.

LETTER OF UNDERSTANDING  
Re: Joint Union-Management Committee

Where the parties hereto agree, or at the Union'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 Employer.

The committee shall meet as and when required upon request of either party within seven (7) calendar days.

LETTER OF UNDERSTANDING  
Re: Job Sharing

When a full-time position has been posted and no full-time applicant is available, the Employer may fill the position on a Job Sharing basis as follows:

1. When a job-sharing situation is contemplated, the job-shared position shall be posted and identified as such. Should only one applicant be available for a shared job, the position shall revert to full-time.
2. A job-shared position shall exist as long as both incumbents occupy the position.
3. Should one of the Incumbents terminate, the Employer shall post the position as a full-time position as per Article 11.01 (c).
4. Employees of job-sharing positions shall be entitled to benefits as identified for permanent part-time employees.

IN WITNESS WHEREOF, the parties signatory hereto have caused these presents to be executed on the 16TH day of NOVEMBER A.D., 1993.

**SIGNED ON BEHALF OF THE  
SASKATCHEWAN CANCER FOUNDATION**

**PETER PETERS**  
\_\_\_\_\_

**JACK LAX**  
\_\_\_\_\_

**GARTH MATHESON**  
\_\_\_\_\_

**PAT MYRON**  
\_\_\_\_\_

**LEO LANCASTER**  
\_\_\_\_\_

**SIGNED ON BEHALF OF THE  
SASKATCHEWAN GOVERNMENT  
EMPLOYEES' UNION**

**RON BERTHIAUME**  
\_\_\_\_\_

**DEBBIE ROOKES**  
\_\_\_\_\_

**JOHN LAWRENCE**  
\_\_\_\_\_

**MICHELLE ZAHAYKO**  
\_\_\_\_\_

**BILL BELOF**  
\_\_\_\_\_

**RALPH ERMEL**  
\_\_\_\_\_