Collective Agreement

Between

The Saskatchewan Cancer Agency

and

The Saskatchewan Government and General Employees' Union

Begins: 10/01/1997

Terminates: 12/31/2000

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COLLECTIVE AGREEMENT made this 17th day of June AD, 1999.

BETWEEN

THE SASKATCHEWAN CANCER AGENCY

AND

THE SASKATCHEWAN GOVERNMENT & GENERAL 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 up to and including December 31, 2000, 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 - INTERPRETATION

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 Probationary Employee

"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 **CEO**, 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.

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 Agency.

ARTICLE 3 - SCOPE

3.01 Scope

This agreement shall cover all Employees represented by the Unionpursuant to an Order of the Labour Relations Board unless mutually agreed otherwise by the Union and the Employer.

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 lay-off 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 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 *four* (4) bulletin boards placed at the Saskatoon Cancer Centre, *four* (4) at the Allan Blair Cancer Centre, one (1) in each Cancer Patient Lodge, one (1) in each Breast Screening Centre and one (1) board is to be placed in the Employer Administrative Offices.

ARTICLE 5 - UNION SECURITY

5.01 Union Membership

Every employee who is now or hereafter becomes a member of the union shall maintain hisher membership in the union as a condition of hisher employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of hisher 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 hisher 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

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 ten (10) calendar days in advance of the date that the change is to be effective.

5.03 Consideration of Days Worked

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 (1/2) 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 **of his/her** choice 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 - DISCRIMINATION

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, up-grading, 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.

6.02 Harassment

The Employer shall ensure a policy is developed in consultation with the Union to address the issue of workplace harassment. The policy shall ensure that:

- (a) individuals are aware of the seriousness with which the parties view harassment.
- (b) incidents are investigated promptly, objectively and in a sensitive, confidential manner.
- (c) the necessary corrective action is taken.
- employees/managers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs, and know how to properly report complaints.
- (e) there is an acknowledgement that there may be a need to separate the complainant and alleged harasser until the complaint is resolved

Employees and Union representatives will be expected to co-operate with management in identifying situations, reporting promptly and disclosing all information in order to facilitate the investigation.

6.03 Violence in the Workplace

In compliance with the Occupational Health & Safety Act, the Employer will ensure a policy is developed, in consultation with the Union to address violence in the workplace with a view to prevent the incidence of violence, reduce the causalfactors of violence and promote a safe working environment free \mathbf{t} violence. The policy shall ensure:

- (a) provision **d** available information regarding a client's previous, actual or potential violent behaviour.
- (b) incidents are investigated promptly, objectively, and in a sensitive, confidential manner.
- (c) alternate options for care delivery are considered and implemented
- (d) employees/managers are provided with the education necessary for them to prevent violence, deal with it when it occurs, and know the procedure for reporting incidents.
- (e) security procedures are inplace to summon assistance.
- (f) counselling and support to help **victims o** violence

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 hisher supervisor for coverage of hisher assignment, leave hisher 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 (1) or more employees and the Employer concerning the interpretation, application or administration of the Agreement, the employee(s) shall first discuss the matter with hisher 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.
- 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.

- 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 mutually satisfactory solution and shall give a decision in writing within five (5) working days of the filing of the grievance.

7.06 Step2

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 Step3

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 CEO.

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

7.08 Step4

If the grievance remains unsettled pursuant to Step 3, the Union *or the Employer* may, on giving five (5) working days notice in writing of its intention, refer the grievance to *the Grievance Mediation process or any other dispute resolution or* 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 (1) Arbitrator who shall be a member of the Arbitration Board.

8.02 Chairperson of Arbitration Board

The two (2) 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 (2) 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.

ARTICLE 9 - DISCIPLINE, 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.
- 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.

9.05 Re-employment on Termination

(a) Re-employment within 180 calendar days

A permanent employee who voluntarily resigns his/her employment and within one hundred and eighty (180) calendar days is re-employed as a permanent employee by the Saskatchewan Cancer Agency shall be credited with, effective the date of re-employment, his/her former seniority, accumulated sick leave credits and years of service for vacation purposes. Article 11.02 - Trial Period on Promotion, Transfer, Demotion and Re-Employment shall apply.

(b) Re-employment within 3 Years

A permanent employee who voluntarily resigns his/her employment as result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-employed by the Saskatchewan Cancer Agency, upon request, shall be credited with his/her former seniority and years of service for vacation purposes. The following conditions shall apply:

- (i) employee must have been a permanent employee with at least three (3) years of seniority with the Saskatchewan Cancer Agency at the time of the voluntary resignation;
- (ii) the resignation must have indicated the reason for termination;
- the break in employment shall be for no longer than three (3) calendar years; and
- (iv) the employee's former seniority shall not be reinstated until successful completion of the probationary period **as** per Article **11.07** Initial Probation.

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 Agency 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 *Permanent* Out-of-Scope Position

Employees within the scope of this Agreement who are appointed or who have been appointed to *permanent* 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 *permanent* out-of-scope positions. Service in *permanent* out-of-scope positions shall not be considered for seniority purposes.

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.
- 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 **CEO**.
- (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 employees 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 seven (7) 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 one hundred and twenty (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.
- (iv) when a temporary vacancy of less than one hundred and twenty (120) days exists and the Employer decides to fill this position, the Employer shall consider qualified employees from the casual or part-time list before hiring from outside the scope of the agreement.
- (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-(3) months.

(f) Appointment Based on Seniority

For all posted vacancies, exceptfor job vacancies in the research area, 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.

Job vacancies in the Clinical Research area shall be posted in accordance with the Collective Agreement, however, the normal seniority, skill, knowledge and ability factors may not be considered in making appointments of research staff.

(g) <u>Candidates Right to Grieve</u>

All candidates covered by this agreement and the Union's designates in Regina and Saskatoon shall be advised, within three (3) calendar days of making the appointment, in writing, of the name of the applicant selected for the vacancy. Upon request, an unsuccessful applicant will be given written reasons stating why the applicant was not successful. Upon request of the Union, in the course of a grievance investigation (which may precede the formal filling of a grievance), the Employer shall provide the Union with a list of names of all applicants to the competition being investigated

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

11.02 Trial Period on Promotion, Transfer, Demotion and Re-Employment

(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 *trial* 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 or is re-employed in accordance with Article 9.05 a) – Re-employment on Termination, in a position in the same classification, or is re-employed in accordance with Article 9.05 a) – Re-employment on Termination, demotes or transfers to a position in a classification he/she previously held, will not be required to serve a trial period.

- (b) The *trial* 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 Temporary Performance & Higher Duties

Where the Employer gives a clear directive assigning an employee to perform the duties of a higher in-scope position, the employee shall be paid on the following basis:

(a) For all hours assigned and so worked, the employee shall be paid at a step in the higher range which provides a minimum increase of five (5%) percent 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 *performance of higher duties* is more than ninety (90) calendar days, the rate shall be adjusted to eight **(8%)** percent retroactive to the beginning of the period.

(b) Increments for *Temporary Performance of Higher* Duties

When an employee is assigned temporary performance of higher duties 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.

- When an employee is *assigned temporary performance of higher duties* 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.
- Permanent employees shall be assigned to the duties of a higher in-scope position by work unit, provided they are qualified, on a rotational basis as per 14.04 (d).

11.04 Temporary Performance of Lower Duties

A permanent employee or a casual employee working a pre-scheduled shift temporarily assigned to perform the duties of a lower paid position shall not suffer any decrease in earnings.

This provision shall not apply to shifts where a casual employee accepts to work an additional shift on a day where the casual employee was not already scheduled to work.

11.05 Promotional 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.

11.06 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, hisher rate of pay and hisher increment date shall not be changed, except where the rate of pay in hisher old position is between two rates in the new position, in which case hisher rate of pay will be increased to the nearest higher rate.

11.07 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 hisher 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 hisher 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 hisher 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.

11.08 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.

11.09 Probation Period

The length of time required for an initial probationary period will be **four (4)** months for full-time employees. Part-time, temporary and casual employees will be required to work the equivalent of **eighty-three (83)** full days or a period of **eight (8) 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.

An employee who has not completed her/his initial probationary period and is appointed to another position shall complete the remainder of the probationary period in the new position; and Article 11.02 – Trial Period on Promotion, Transfer, Demotion and Re-Employment, shall apply calculated from the effective date & appointment to the new position.

11.10 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.

11.11 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.

11.12 Reversion Rights - Temporary Vacancy/Position

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 - CLASSIFICATION AND RECLASSIFICATION

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 Agency 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).
- 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 submitting a written request to the Human Resources with a copy to the Union. The Human Resources Department will audit the position and notify the employee of the results as soon as reasonably possible but no later thanforty-five (45) calendar days after receiving the request, unless mutually agreed otherwise Should the review result in a revised wage rate, such revision shall be effective from the day of submitting the written request.

12.05 Effective Date of Reclassification

If a request for reclassification is received by the Human Resources Department not later than the fifteenth (15th) of the month, the reclassification, if approved, will be effective from the first (1 st) day of the month following. Otherwise it will be effective the first (1 st) 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 Without 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 (1) year will be allowed in which to establish qualifications. If the incumbent fails to establish minimum qualifications within the one (1) 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 five (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 From Reclassification

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 hidher rate is above the maximum of the class to which hidher position has been downgraded, he/she shall retain hidher rate until the range for the lower level overtakes hidher rate, at which time his/her rate will be adjusted to the new maximum.
- (ii) If hidher rate is below the maximum of the class to which hidher position has been downgraded, he/she shall retain his/her rate until hidher 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 (2) 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 *shall receive notice the notice periodprovided by the Labour StandardsAct, but in no case shall the employee receive less thanfour* (4) weeks notice. Notice shall be deemed to be given if a definite term is stated at the commencement of the period of employment. If the employee laid off has not had the opportunity to work the above notice period, the employee shall be paid in lieu & work for that period

13.02 Exercise of Options

Subject to the stipulation in Article 13.03, a permanent employee (excluding Clinical Research employees), 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 lay-off

Clinical research employees working in projects of more than **two (2)** years duration shall, at the conclusion of the project, be laid off and have the right to use accumulated seniority to "bump" less senior non-research employees, as per Article **13.04.**

Employees working on clinical research projects **cf** two **Q** years or less duration, with less than two **(2)** years seniority who are to be laid off, shall be placed on the reemployment list, as per Article **13.07**.

13.03 Notice to Exercise Options

An employee who intends to exercise his/her rights under this Article shall indicate such intention in writing to the designated management official within three (3) working days 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
 - 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
 - bump downward in a series of classifications 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.
- (f) 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 elects 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.

13.05 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 rights 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 (any time served during a trialperiod in accordance with Article 11.02 (c) shall not remove the employeefrom the re-employment list and shall not be counted towards the two (2) year maximum). 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

- 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:
 - 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 Lay-off Salary Adjustment

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 and SPBC employees, shall be 8:00 a.m. to 4:30 p.m., Monday through Friday, seven (7) hours forty-six (46) minutes per *shift* (one hundred and eight point seven five (108.75) hours in three (3) weeks).
 - The Employer shall have the right to schedule work for some employees to provide a seven (7) hour forty-six (46) minute *shift* no earlier than 7:00 a.m. and ending no later than 9:00 p.m. By mutual agreement between the Employer and the employee, the employee may "flex" his/her work time between such hours.
 - (iii) A casual employee scheduled to work shall be given forty-eight (48) hours notice of cancellation of his/her shift or be paid in full for such shift.
 - (iv) Schedules shall be posted at least seven (7) days in advance of the start of the schedule.
 - (v) 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.
 - (vi) There shall be no split shifts.
 - (vii) Employees working shifts under (2) above shall rotate through shifts on a weekly basis unless otherwise mutually agreed.

- (b) An Employee working a shift **a** at least five **(5)** hours (exclusive **a** an unpaid lunch period) shall be granted a forty-four **(44)** minute unpaid lunch period occurring approximately midway through the shift, as mutually agreed between the Supervisor and Employee involved Employees required by the Employer to work during their scheduled lunch period will have their lunch period rescheduled to an alternate time during the shift. Every effort shall be made to ensure that the rescheduled lunch period does not commence within **two (2)** hours **a** the end **a** the shift. Employees whose lunch period is not rescheduled will be paid **for** the lunch period at overtime rates.
- **(c)** Lodge employees shall work day, evening and night shifts of seven (7) hours (forty-six) **46** minutes per *shift* (one hundred and eight point seven five (108.75) hours in three (3) weeks) excluding an unpaid *lunchperiod*. The work week for lodge employees will commence with the evening shift on Sunday and end with the day shift on Friday.
- (d) The Employer shall have the right to schedule work for SPBC employees, to provide a seven (7) hour and forty-six (46) minute *shift* ending at 9:00 p.m., and may be required to work on a Saturday. Such shifts will firstly be filled by voluntary request and if no volunteers, by a Management decision, but cannot create an undue hardship for an employee.
- (e) Employees shall be entitled to take one (1) day off every third week on the following basis:
 - (i) Such days off shall be adjacent to Saturdays and Sundays except as may be mutually agreed between the Employer and the employee.
 - (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) Scheduled days off that fall on Statutory Holidays shall be rescheduled to the preceding or next following working day by mutual agreement.
 - (v) Work performed on days off shall be compensated as per Article 14.02 (b) and (c).

(f) Rest Periods

An Employee working a shift \mathbf{d} at least three (3)hours (exclusive \mathbf{d} a lunch period) shall be granted one (1)fifteen (15) minute rest period occurring approximately midway through the shift, \mathbf{d} mutually agreed between the Supervisor and the employee involved

An employee working a shift **c** at least seven **(7)** hours (exclusive of a lunch period) shall be granted two **(2)** fifteen **(15)** minute rest periods. The rest periods will occur approximately midway through each half of the shift, **as** mutually agreed between the Supervisor and the employee involved

14.02 Overtime

For the purpose of Article 14.02 - Overtime, a day shall be defined as the twenty-four hour period calculated from the time the employee commences the scheduled shift.

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
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- Employees required to work in excess of seven (7) hours and forty-six (46) 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 (2) hours.
- (c) Overtime worked between 12:00 midnight and 7:00 a.m. shall be paid at the rate of double time (2).
- (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 (2) 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 (2) 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).
- (h) An employee who is called in and works overtime for four (4) or more hours of the eight (8) hours preceding the employee's next scheduled shift, shall have the right, except in emergent situations, to designate that scheduled shift or part thereof as an unpaid rest period.

14.03 Shift Premium

A shift premium of seventy (\$0.70) cents 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. Effective the signing date of this agreement, the shift premium will be amended to be one dollar (\$1.00) per hour.

14.04 Standby

- Employees required by the Employer to be on Standby on weekends, including weekends to which a statutory holiday is immediately adjacent shall be paid one (\$1,00) dollar per hour for each hour required to be on Standby with a minimum of eight (8) hours. Effective the signing of this agreement, the standby premium will be amended to be one dollar and thirty-five cents (\$1.35)per hour.
- **(b)** Employees on Standby must be available to respond without undue delay to any request **to return** to duty.
- Provided it is agreed to by the Employer in advance, employees on Standby may make **mittal** arrangement with other qualified employees to replace them, and must advise the Employer of such change.

14.05 WeekendPremium

AN employees shall have at least one weekend off in every three (3) week period Those employees required to work on the third (3rd) Saturday and/or Sunday shall be paid at overtime rates of payfor all hours **so** worked on the third (3rd) Saturday and/or Sunday except where it is mutually agreed otherwise between the Employer and the Union. Insofar as possible, within established staffing patterns, employees will be scheduled for weekends off on an equitable basis.

Notwithstanding the above part-time and casual employees may work additional weekends at regular rates of pay upon mutual agreement between the Employer and employees affected.

A weekendpremium of thirty (\$0.30) cents per hour in addition to any other shift differential shall be paid for each hour worked by an employee on each shift where the majority of hours of the shiftfalls between 0001 Saturday and 2400 hours Sunday. When an employee is receiving overtime pay, weekend premiums will not apply.

14.06 Performing Work at Home

An employee who is required to perform work resulting from a phone callfrom the workplace, but does not involve a return to work, shall be paid at regular rates of payfor each hour orportion thereof worked, for a minimum of one-half (1/2) hour.

This provision does not apply for phone calls occurring within **two (2)** hours **c** the start **c** a minimum call back in accordance with Article 14.02 e).

14.07 Casual Call-In

Casual employees who have the necessary qualifications shall be called in to **a** work unit **so** that each casual employee has the opportunity to an equitable number of hours per year.

ARTICLE 15 - HOLIDAYS

15.01 Statutory Holidays

The following shall be considered Statutory Holidays:

New Year's DayLabour DayGood FridayThanksgiving DayEaster MondayRemembrance DayVictoria DayChristmas DayCanada Day

Boxing Day Saskatchewan **Day**

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.
- 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.
- 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 (1-112) days in lieu of the said holiday, provided that if such leave of absence with pay cannot be granted within three (3) months the employee shall be paid, in addition to his/her regular pay, at the rate of one and one-half (1-112) 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:

Two (2) hours or less

More than two (2) hours and up to and including 1/2 day

More than 1/2 day and up to and including 3/4 day

More than 3/4 day and up to and including 1 day

- 1-1/2 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 Overtime For Working a Statutory Holiday on an Assigned Day of Rest

When afull-time orpart-time employee is required to work on the calendar date of a Statutory Holiday whichfalls on an employee's assigned day of rest the employee shall be paid at the rate of double (2X) the employee's regular rate of pay for all hours worked on the calendar date of the Statutory Holiday. The day off in lieuforfull time employees shall be granted in accordance with Article 15.02. Part-time employees are paid for the Statutory Holiday in accordance with Article 15.06.

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 (5%) percent on all straight time pay in lieu of designated holidays. For working on a designated holiday, payment shall be made on the basis of one and one-half (1 1/2) times 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. Except in extenuating circumstances the Employer will notify the employee of the results withinfourteen (14) calendar days after receiving the request.

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. Such requests shall not be unreasonably denied and shall be granted in afair and equitable manner.

16.03 Maternity Leave

An employee shall be entitled to maternity leave without pay, provided that she presents a medical certificate confirming the pregnancy and showing the probable date of delivery. The following conditions shall apply:

(a) Maternity leave shall be granted to a maximum of twelve (12) months. An employee shall be entitled to one extension such that the entire maternity leave shall not exceed twelve (12) months.

In extenuating circumstances, supported by an opinion from the employee's doctor, the leave may be extended beyond twelve (12) months.

- An employee's request to increase or reduce the length of the employee's approved maternity leave may be granted at the Employer's discretion. An employee wishing to return to work before the approved end date shall submit a written request to the Employer at least thirty (30) calendar days prior to the new requested end date. An employee wishing an extension to the approved end date shall submit a written request to the Employer at least thirty (30) calendar days prior to the expiration of the approved leave.
- (c) An employee who is unable to perform her regular duties because of the pregnancy, but is qualified and able to perform other work, shall be accommodated where possible, subject to bonafide occupational qualifications and provided that such accommodation does not create an undue hardship.
- An employee who is unable toperform her regular duties for medical reasons directly related to a pregnancy/birth and cannot be accommodated, shall be eligible to take immediate maternity leave or claim sick leavefor absences prior to and/or after approved maternity leave, or substitute sick leavefor what would have been scheduled days of work during maternity leave
- (e) Maternity leave will be granted with the assurance that the employee will resume employment in the same position that she occupied prior to the granting of such leave.

 If, however, her position is abolished during her leave she shall be subject to layoff as if she had been occupying the position at the time of its abolition.

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 *one* (I) *year* 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 *one* (**I**) *year* 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.

16.06 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 Thirty (30) Days or Less

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

(b) Leave of Absence of Over Thirty (30) Days

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

An employee shall accrue a maximum of one (1) year of seniority for any approved pa,, or unpaid leave of absence.

An employee on Maternity Leave shall not have a new increment date established for determination of increments.

16.08 Leave in Excess of One (1) Year

When leave is in excess of one (1) 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 (5) Years

Employees with five (5) or more years of service may be granted up to three (3) 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 Leave for Pressing Necessity and Personal/Family Responsibilities

(a) Pressing 1

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

(b) Personal/Family

Leave of Absence for Personal/Family Responsibilities is drawn from an employee's accumulated sick leave credits for carrying out a personal or a family responsibility where the employee has an obligation or duty and where the employee may be held accountable or answerable in some manner if the obligation is not met. This leave does not apply to purely discretionary personal or family matters. The individual employee's judgment should be tempered with good faith reasoning and an understanding that if abused the ability to take time of the off with pay

for important personal or family responsibilities may be denied

In order to meet the Employer's need and patient's need for effective, efficient Cancer treatment and research programs and services, there needs to be a balance between personal/family responsibilities and service delivery to the patients. Employees should provide reasonable notice when they intend to utilize personal/family leave to minimize the negative effect on service delivery and coworker workload Requests for leave of absence for Pressing Necessity and/or Personal/Family Responsibilities shall be made in writing to the employee's immediate supervisor.

Granting leave of absence for Personal/Family Responsibilities is restricted to a portion of the employee's accumulated sick leave credits due to the Federal Government Employment Insurance Regulations.

An employee who maintains a minimum balance of seventy-jive (75) sick leave credits may be permitted by the Employer to use up to five (5) sick leave credits each fiscal year (April 1 to March 31) for personal/family responsibilities.

An employee who has an accumulation of less than seventy-five (75) sick leave credits may be permitted by the Employer to use up to three (3) sick leave credits each fiscal year (April to March 31) for personal/family responsibilities.

The Employer reserves the right to request evidence from the employee that the leave is for personal/family responsibilities

An explanation will be provided to the employee where the Employer denies the employee's requestfor leave under this Article.

Employees who are denied leave under this Article or who have exceeded their yearly maximum sick leave credits (3 or 5 days) may use EDO's, vacation, or other leave provisions.

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 twelve (12) 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 **aff** 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

- (a) The Saskatchewan Cancer Agency 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 Agency 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;
 - 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 Saskatchewan Cancer Agency agrees to pay normal salary and benefits to an employee, and will charge the Union, in addition to those costs set forth **in** a) above an appropriate amount for the following benefits:
 - (i) Vacation
 - (ii) Statutory Holidays
- (c) On leaves of absence of more than ninety (90) calendar days, and at the request of the Union, the Saskatchewan Cancer Agency agrees to pay normal salary and benefits to an employee, and will charge the Union, in addition to those costs set forth in a) and b) above an appropriate amount for the following benefits:
 - (i) Employer's share of Dental Plan premiums;
 - (ii) Employer's share of Enhanced Medical/Dental premiums; and
 - (iii) Sick leave

Dependent upon need and provided replacement staff is available to work at regular rates of pay, the Saskatchewan Cancer Agency agrees to backfill the position while the employee is on Leave for Union Business.

16.15 Jury and Court Witness **Dty**

An employee called for jury duty shall be granted up to fourteen (14) calendar days leave of absence with pay. Upon request, the Employer will provide the employee with a letter confirming hardship should the employee be required to sit on a jury expected to last for more than fourteen (14) calendar days.

An employee subpoenaed to appear as a court witness shall be granted one (1) day leave of absence with pay. In extenuating circumstances, at the discretion of the Employer, leave of absence with pay for Court Witness **Dis** may be extended.

An employee subpoenaed to appear as a witness in any hearing related to the employee's employment shall be granted leave of absence with pay.

This provision, however, shall not apply if the employee is a witness for any party, including the Union, taking an action against the Employer (including arbitration).

16.16 Leave for Public Office

Upon written request an employee shall be granted reasonable leave of absence without pay to seek nomination as a candidate and to be a candidate for a municipal, provincial or federal election or an election for a school division, conseil scolaire or district health board

Upon written request an employee shall be granted reasonable leave of absence to **as** may be necessary for the employee to fulfill the duties **d** an elected public office **f** elected to a municipal, provincial or federal government or board **d** education, conseil scolaire or district health board

16.17 Education Leave

An employee may be granted up to forty-eight (48) months leave of absence without payfor Education Leave. Where such leave is granted, it will be granted with Reinstatement/Reemployment rights in accordance with Article 16.06.

(a) vice Education/Staff Development

In-service education, workshops and seminars will be provided within normal working hours whenever possible. An employee authorized to attend a specific training course, seminar, school, etc. that falls on his/her earned day off shall have the day off rescheduled by mutual agreement.

Where an employee's attendance is required at an in-service, seminar or workshop outside normal working hours, the employee shall be paid in accordance with the collective agreement.

(b) Cardionulmonary Resuscitation

- (i) Wherethe employee's attendance is required at CPR training and recertification the employee shall be paid at straight time rates or be given equivalent time in lieu.
- (ii) when offered by the Employer, CPR training and recertification will be provided within the normal working hours wherever possible.

(c) Tests and Examination

Employees shall not suffer any loss of pay while writing examinations or tests required by the Employer.

(d) Upgrading

An employee may be given assistance by the Employer to attend a specific training course, seminar, school, etc. pertaining to the employee's classification and job.

Participation in pertinent educational programs is encouraged by the Employer. Subject to adequate staffing levels being maintained, and upon the request of an employee, the Employer may grant leave with or without pay to attend conferences, workshops, seminars or professional meetings covering job related topics. Tuition costs, registration fees, or expenses incurred may be paid by the Employer. Where an employee's attendance is required at a conference, workshop or similar educational session, normal salary and benefits shall be continued for the scheduled work days not worked during that period of absence. In addition, all registration or tuition fees and reasonable and substantiated expenses related to the session shall be paid by the Employer.

16.18 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 And Transition Years

(i) <u>Vacation During the Fiscal Year</u>

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 (1 1/4) days for each completed calendar month of service.

(ii) <u>VacationDuring Transition Years</u>

A "transitionyear" shall mean the fiscal year in which the employee becomes entitled to earn vacation at a higher rate. Vacation entitlement during a transitionyear shall be calculated asfollows:

(# of calendar monthsfrom April 1 to the month preceding the month in which the employee becomes entitled to earn vacation at the higher rate

X

Monthly rate **d** *earning vacation*)

+

(# of calendar months from the month in which the employee becomes entitled to earn vacation at the higher rate to March 31

X

Higher Monthly rate of earning vacation)

Vacation entitlement for Transition Year (example – Employee will complete 6th year of employment in July of current fiscal year. April 1 to June is 3 months; July to March 31 is 9 months. Therefore, as & April 1 the employee will be credited with:

(3X 1 % vacation days) + (9X 1 2/3 rds vacation days) = 18 % days

(iii) <u>Vacation Scheduling</u>

The vacation leave provided for in this Article may be taken in part or in whole only 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 3I, 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 (3) Weeks Vacation

Subject to Article 17.08, employees shall be entitled to take three (3) weeks vacation leave with pay during the first *and subsequent* complete fiscal years following the date of employment. Such leave shall be earned at the rate of one and one-quarter (1 1/4) days for each completed calendar month of service.

(c) Four (4) Weeks Vacation

Subject to Article 17.08, employees shall be entitled to take four (4) weeks vacation leave with pay during the *first and subsequent complete* fiscal years *following the date* in which they complete six (6) years of service. Such leave shall be earned at the rate of one and two-thirds days (1 2/3) for each completed calendar month of service.

(d) Five (5) Weeks Vacation

Subject to Article 17.08, employees shall be entitled to take five (5) weeks vacation leave with pay during the first *and subsequent complete* fiscal years *following the date* in which they complete seventeen (17) years of service. Such leave shall be earned at the rate of two and one-twelfth (2 1/12) days for each completed calendar month of service.

EFFECTIVE December 31, 2000

Subject to Article 17.08, employees shall be entitled to takefive (5) weeks vacation leave with pay during the first and subsequent complete fiscal years following the date in which they complete fifteen (15) years of service. Such leave shall be earned at the rate of two and one-twelfth (2 1/12) days for each completed calendar month of service.

(e) Six (6) Weeks Vacation

Subject to Article 17.08, employees shall be entitled to take **six** (6) weeks vacation leave with pay during **the** *first* and subsequent fiscal years **following** in which they complete thirty (30) years of service. Such leave shall be **earned** at the **rate** of two **and** one-half (2 1/2) days for each completed calendar month of service.

EFFECTIVE December 31, 2000

Subject to Article 17.08, employees shall be entitled to take six (6) weeks vacation leave with pay during the first and subsequentfiscally ears following in which they complete twenty-five (25) years of service. Such leave shall be earned at the rate of two and one-half (21) days for each completed calendar month of service

(f) 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. Except in extenuating circumstances, the Employer will notify the employee of the results withinfourteen (14) calendar days of after receiving the request.

17.07 Restriction of Vacation

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

Where an employee is called back to work from vacation, the employee shall be paid a minimum of four (4) hours at the rate of double time for each hour so worked. The vacation days worked will be rescheduled as vacation at a mutually agreeable time.

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 (1) additional days vacation.

17.10 Vacation on Retirement

Employees leaving the Employer on or after age sixty-five (65), or at anytime following the completion of thirty-five (35) years' service, shall be entitled in the fiscal year of retirement to three (3), four (4), five (5) or six (6) weeks' vacation leave or pay in lieu thereof.

17.11 Displacement of Vacation for Illness

- (a) Sick Leave
 - An employee who, while on vacation, **is** hospitalized **for** two (2) 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 **a** a mutually agreeable time.
 - At the discretion of the Employer a convalescing period as a result of the hospitalization or a period of incapacitation of three (3) or more days in succession caused by an illness or disability may also be charged to the employee's sick leave credits and such vacation days be rescheduled as vacation in (a) above. It is understood that the Employer may require a medical certificate verifying the incapacitation.

The employee **mst** have sufficient sick leave credits to accommodate (i) and (ii) above.

(b) Bereavement or Other Leave

An employee who, while on vacation, is granted bereavement leave or other approved leave of absence at the discretion of the Employer, will have such vacation days rescheduled at a mutually agreed time.

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 Vacation Pay for Partial Months of Service and on Supplementary 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 (Ist) 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** thirty (30) calendar days on a day other than the first (1st) day of the month on which employees under this Agreement work;
- (d) He returned to work from a leave of absence of greater than thirty (30) calendar days on a day other than the first (1st) 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) six (6%) percent if he/she earns vacation leave at one and one-quarter (1 1/4) days per month
- eight (8%) percent if he/she earns vacation leave at one and two-thirds (1 2/3) days per month

- (g) ten (10%) percent if he/she earns vacation leave at two and one-twelfth (2 1/12) days per month.
- (h) twelve (12%) percent 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), (f), (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

An employee who is unable to work because **G** illness or disability resulting from circumstances entitling him/her to entitlements or benefits from a third party shall not be eligible for sick leave during the period **G** such entitlement. The Employer, instead of paying benefits under sick leave, may authorize advances or loans to such employee from the employee's accumulated sick leave credits. **The** advances or loans shall not exceed the employee's current accumulation **G** sick leave credits and shall be repaid out of entitlements or benefits, if any, paid to the employee by the third party. The Employer, upon authorizing such advance or loan is deemed to be an assignee **G** and is subrogated to all rights **G** recovery **G** the employee from a third party to the full extent **G** the entitlements paid or payable to the employee pursuant to the advance or loan authorized Upon recovery, any sick leave credits used for an advance or loan shall be reinstated

18.03 Accumulation of Sick Leave Credits

(a) Under Three (3) Months

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

(b) Over Three (3) 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 two hundred and sixty-two (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 Service 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 (1/2) 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.

18.08 Information Concerning Accumulated Sick Leave Credits

The Employer agrees to inform each employee as to his/her accumulated sick leave credits on or about March 31st each year. The Employer further agrees to provide an employee with such information upon request anytime during the year.

ARTICLE 19 - SAFETY AND HEALTH

19.01 Radiation Exposure

- (a) Subject to 19.01 (b), Radiation *Therapist* 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

(a) 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

Employees shall be supplied and required to use all necessary tools, equipment and protective clothing as required by Safety Regulations 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 steps 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.

(f) 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.

19.03 Vaccination and Inoculation

The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees. Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee. The Committee may consult with the Medical Health Officer. Where the Medical Health Officer identifies such a risk, the immunization shall also be provided at no cost. The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to bodily fluids.

ARTICLE 20 - WORKERS' COMPENSATION

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 (1/3) of the compensation payment, less his/her normal income tax deduction, for a period not in excess of one (1) year for any one (1) 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 ninety (90) consecutive calendar days or less, all of the benefits of this Agreement except designated holidays.
- (b) When leave is for more than ninety (90) consecutive calendar days but not more than one hundred and eighty (180) consecutive calendar days, vacation leave credits and seniority credits only.
- (c) When leave is for more than one hundred and eighty (1 80) 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.

ARTICLE 21 - PAY ADMINISTRATION

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

Semi-monthly payroll for all employees will be implemented as soon as reasonably possible following a comprehensive information campaign by both the Employer and Union - likely to be early 2000.

Between date of signing this agreement and July 1, 1999 the Employer and Union will explore the feasibility of implementing a bi-weekly payroll system for all employees as an alternative to semi-monthly payroll.

Until the new payroll system is implemented current pay practices shall continue.

A Statement of Earnings accounting for gross earnings, deductions therefrom and net earnings shall be supplied to the employeefor each pay period

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 dates 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 (1) 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 (1) 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 (1/2) 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 (second (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 ninety (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 (1) 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) Lowered 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 thirty (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

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.

- (a) 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.
- (b) Employees shall be reimbursed for accommodation at a private residence or actual and reasonable hotel expenses, supported by a receipt, as established by Employer policy.
- (c) Employees shall be entitled to meal allowances as established by the Public Service Commission from time to time.

22.02 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 thirty (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 (2) 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.

22.03 Relocation on Involuntary Transfer

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 (4) 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 thirty (30) calendar days where necessary.
- (d) An incidental relocation allowance of two hundred (\$200) dollars (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.

ARTICLE 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 (1) 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 24 - GENERAL PROVISIONS

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, certainjob 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) Technological 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 Jobs

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 Contracting Out

The Union will be provided with as much notice as possible, with a minimum of **sixty** (60) calendar days notice when practicable, and an opportunity to discuss any intent to contract out work of the bargaining unit.

24.03 Volunteers

Volunteers will be supernumerary to positions in the bargaining unit. The use of volunteers will not result in a reduction of hours or layoff of employees in the bargaining unit. Volunteers will not be used to fill vacant positions or replace existing positions within the bargaining unit.

24.04 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 five hundred (\$500.00) dollars, subject to integration with one hundred (100%) percent 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 Chief Executive Officer may **authorize** replacement or repairs of personal property damaged or lost other than by the actions of **a** patient.

24.05 Payment of Professional 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 forty **(40%)** percent or more of the normal hours of work. Where service is less than forty **(40%)** percent, 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 Chief Executive Officer may authorize payment for other licenses and fees.

ARTICLE 25 - RADIATION THERAPY STUDENTS

25.01 Training Program

(a) Effective December *3, 1996*, Radiation Therapy students shall be paid the Provincial Minimum Wage for the first twelve (12) months of clinical training and, thereafter, until the completion of clinical training shall be paid fifty (50%) percent of the start rate for Radiation Therapist I.

Students in the training program as at December 3, 1996 shall continue to be paid as in (b) below.

(b) Radiation Therapy students who entered the training program prior to December 3, 1996 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 Radiation <i>Therapist 1</i>
13th to 18th month of clinical training	63% of start for Radiation Therapist 1
19th month to completion of clinical training (to a maximum of 28th months)	73% of start for Radiation Therapist 1

25.02 Hours of Work

Up to thirty-six and one-quarter (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 retro-active 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 ninety (90%) percent 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 (\$1 0,000) 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 at October 9, 1985.

26.03 Extended Health Plan

- (a) Upon request in writing from the Union, the Employer shall deduct and pay, in periodic payments out of the wages due to the employee, to the Union's designated plan carrier, the fees for an Extended Health Plan.
- (b) Written notice of a change in the amount of the monthly fees must be given to the Employer, **by** the Union, at least ten (10) calendar days in advance of the date that the changes is to be effective.

This article shall be deleted from the collective agreement effective April 1, 2000 with the implementation of Letter of Understanding concerning Enhanced Health Pian.

Premiums and New Provisions

Premiums that have changed and new provisions shall be effective date of signing the collective agreement.

SALARY SCHEDULE

Schedule "A"
General Wage Increases

2% effective October 1, 1997 2% effective October 1, 1998 2% effective October 1, 1999

Special Adjustments

- (a) Seventeen cents **(\$0.17)** per hour adjustment for all Steps for all Levels/Grades within the clerical pay schedules and all steps within the Laboratory Assistant, Porter, Cook, Homemaker, Nurse Aide and Unit Clerk pay schedules effective October 1, 1997.
- (b) Forty cents **(\$0.40)** per hour Market adjustment for Licensed Practical Nurse, Porter Attendant, Dietician, Social Worker and Laboratory Technician Classifications effective October **1, 1997**.

Retroactivity

Retroactivity for wage increases and special adjustments would be based on regular working hours for employees on staff as of date of signing the collective agreement and for those employees who have terminated between October 1, 1997 and date of signing the collective agreement must apply to the Employer in writing by September 15, 1999 to receive retroactivity.

Coordinator Premium

A new Article **14.07** – Coordinator Premium shall be implemented effective May **18, 1999**. (Article **14.07** – Casual Call-in will be renumbered to **14.08**)

Where the Employer assigns a Registered Nurse to coordinate unit activities, such Registered Nurse shall be paid a Coordinator Premium of ninety cents (\$0.90)per hour for each hour so assigned and worked.

(For clarification/interpretation, the Saskatchewan Cancer Agency recognizes that it currently assigns coordination of program activities to four (4) nurses: Registered Nurse - Out Reach Coordinator (2); Registered Nurse - Stem Cell Coordinator; and Registered Nurse - Clinical Coordinator. It is also recognized that this premium would not be applicable to a classification that is required to perform coordination of program activities as a normal part of the function and is paid accordingly. i.e.) the Coordinator Premium would not be paid to any classification that may be determined by a reclass request or by the new job evaluation program to justify a higher monthly/hourly rate of pay than the Registered Nurse.)

Schedule "A" Housekeeping

(a) Clerical

- Delete "File Clerk" and "Follow By Mail Clerk" Level/Grade 1
- Delete "Health Records Clerk II"- Level/Grade 2
- Add "Research Clerk*" Level/Grade 2
- Delete "Secretary to Associate Director", Administration" now called "Secretary to Associate CEO" Level/Grade 3 (proposed to be out-of-scope)
- Add "Clinical Research Associate*" as a new Level/Grade 5

Monthly rates: 2049 2112 2186 2263 2341

Hourly rates: 12.97 13.37 13.84 14.32 14.82

Renumber Level/Grades accordingly

- Delete "Administrative Assistant to Associate Director, Administration" now called
- "Administrative Assistant to Associate CEO current Level/Grade 8 (proposed to be out-of-scope)

(b) Nursing

- Delete "Certified Combined Technician" Level/Grade 3
- Change "Registered Nurse" to "Registered Nurse General" and add "Registered Nurse Clinical Research*"

(c) Physics

- Change "Physics Technician I (Trainee)" to "Physics Technician Trainee" Level/Grade 1
- Change "Physics Technician I" to "Physics Technician I (Mould Room/Mechanical)" Level/Grade 2
- Change "Physics Technician (Electronics)" to "Physics Technician 1 (Electronics) Level/Grade 3
- Change "Physics Technician (Dosimetry) (Dose Planning)" to "Physics Programmer" and "Physics Assistant" and "Dosimetrist" current Level/Grade 5
- Change "Physics Technician II" to "Physics Technician II (Mould Room/Mechanical)" current Level/Grade 6
- Change "Senior Physics Technician" to "Physics Technician II (Electronics)" current Level/Grade 7

(d) Social Services

- Add "Volunteer Coordinator" new Level/Grade 1

Monthly Rates: 2223 2309 2392 2482 2573 Hourly Rates: 14.07 14.62 15.15 15.71 16.29

- Change "Social Worker I" to "Social Worker" and renumber current Level/Grade 1 to new Level/Grade 2

(e) Other Classifications

- Add "Programmer" new Level/Grade

Monthly Rates: 2326 2430 2541 2654 2774 2899 Hourly Rates: 14.72 15.38 16.08 16.80 17.56 18.35

- Add "Client Systems Coordinator" new Level/Grade

Monthly Rates: 2854 2960 3072 3105 3212 3329 Hourly Rates: 18.061 18.731 19.443 19.649 20.327 21.071

- Add new "Laboratory Assistant/Animal Care Technician" new Level/Grade

Monthly Rates: 1932 2021 2113 2210 2314 2424

Hourly Rates: 12.23 12.79 13.37 13.99 14.65 15.34

Health Records Clerk 11.635 11.950 12.276 12.645 13	,054
Clerical Admitting/Reception Clerk Clerk Typist II C-1 1,838 1,888 1,940 1,998 2 Health Records Clerk 11.635 11.950 12.276 12.645 13	,054
Clerk Typist II C-1 1,838 1,888 1,940 1,998 2 Health Records Clerk 11.635 11.950 12.276 12.645 13	•
Clerk Typist II C-1 1,838 1,888 1,940 1,998 2 Health Records Clerk 11.635 11.950 12.276 12.645 13	•
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	J.UUZ
	,105
N1 Need Need Head	3.323
	,166
	, 100 3.710
Physics Secretary	3.7 10
	,379
	, <i>519</i> 5.054
	,416
13.399 13.807 14.287 14.776 18	
Medical Typist II	,455 5 5 2 9
j j	,503
	5.843
	,596
	3.428
	,696
Exec. Director (Subject to Scope Rev.) 14.767 15.293 15.860 16.428 17	7.062
l Nursing	
<u>Nursing</u>	
Porter N-1 1,920 1,968 2,024	
12.150 12.455 12.813	
Nurse Aide N-2 1,968 2,024 2,078	
Unit Clerk 12.455 12.813 13.153	
Licensed Practical Nurse N-3 2,305 2,380 2,448	
Porter Attendant 14.587 15.060 15.491	
	,477
Registered Nurse - Clinical Research* 18.896 19.703 20.555 21.407 22	2.007
<u>Physics</u>	
Physics Technician (Trainee) P-1 2,003 2,075 2,152	
12.679 13.131 13.622	
	,884 2,992
	3.250 18.93 5
	,047 3,161
	9.283 20.006
	,128 3,258
	9.800 20.619
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7	0.762
Physics Programmer	
Physics Technician II P-6 3,058 3,165 3,275 3,397 3	,519 3,647
•	2.272 23.079
Physics Technician II (Electronics) P-7 3,165 3,275 3,397 3,519 3	,646 3,781
	3.079 23.931

Pay Group	Pay			Octobe	1, 1997		
J ' '	Grade	Step 1	Step2				Step6
			Į.	<u> </u>	<u> </u>		
Radiation Therapy							
Radiation Therapist I	R-1	2,725	2,831	2,937	3,047	3,162	3,280
Simulator Technician	,,,,	17,250		-	-	•	•
Radiation Therapist II	R-2	2,831					3,40€
Nadiation merapist ii	N-2	17.915	•	•	-		
Ctudent Coordinator	R-3						
Student Coordinator	K-3	2,937			-		3,538
		18.586	19.283	20.013	20.762	21.556	22.37
Social Sorvince							
Social Services		0.007	0.055	0.440	0.500		
Volunteer Coordinator	S-1	2,267	2,355	2,440	-	2,625	
		14.351		15,442			
Social Worker	S-2	2,752	2,851	-		-	3,300
		17.415	18.045	18.675	19.390	20.115	20.88
<u>Lodge Employees</u>							
Homemaker	L-1	1,840	1,893	1,941	1,999	2,059	
		11.645	11.983	12.287	12.655	13.033	
Cook	L-2	1,999	2,059	2,117	2,182		
		12,655	13.033	13,400	13.810		
Other Classifications							
	,	ļ					
Laboratory Assistant	OC-1	1,622	1,700	1,776	1,846	1,905	1,970
		10,272	-		-		12.46;
Lab. Assistant/Animal Care Technician	0C-2	1,998	2,089		2,282	2,388	2,500
		12.648		-			15.82:
Laboratory Technician	0C-3	2,275	2,333	2,421	2,516	2,615	2,718
and y roominolari		14.398	-	•	•	•	17.20
ResearchAssistant (RTOG)	OC-4	2,464	2,566	2,671	2,781	2,900	3,018
1 (1 () ()		15.597	16.243	16.907	17.598	18.354	19.10;
Programmer	0C-5	2,373	2,479		2,707	2,829	2,957
i rogrammer	55-5	15.016					18.71
Dietitian	0C-6	2,796					10.7 10
Dicudit	 	17.698	•	-	•	-	
Client Cyatama Caardinatar	00.7						3 306
Client Systems Coordinator	0C-7	2,911	3,008	3,105			3,396
	00.0	18.425					21.49
Programmer Analyst	9-30	3,165	3,275	3,397		3,647	3,781
		20.032	20.729	21.497	22.272	23.079	23.93

	Pav	October 1, 1998							
Pay Group	Pay Grade	Step1	Sten2	Step3		Sten5	Sten6		
Clerical	Olddo	σιορι	Otopz	στορο	Otopi	Оторо	Оторо		
Admitting/Reception Clerk									
Clerk Typist II	C-1	1,875	1,926	1,979	2,038	2,095			
Health Records Clerk	U *1			12.525	-	•			
Medical Typist I	C-2	1,926							
Research Clerk*	0-2		12.525		-	•			
Secretary to A. E. D.	C-3	1,979							
Medical Secretary	0-3	•	12.899	•	•				
Physics Secretary		12.525	12.055	13.209	13.040	14,090			
Health Records Technician	C-4	2.426	2,190	2.064	2 244	0.406			
•	U-4		13.861		2,344 14.835				
Supervisor Admitting/Reception Clinical Research Associate*	C-5								
Clinical Research Associate	C-5	2,159	•	-	•	•			
Marking IT wint 11			14.089			15.591			
Medical Typist II	C-6	2,185	•		•				
A (' O I I I	A =			14.816					
Accounting Clerk II	C-7	2,226							
Research Secretary				15.082					
Health Records Administrator	C-8	2,303		-	-				
Supervisor of Statistics		14.576		15.595					
Administrative Ass't to Associate	C-9	2,380	•			•			
Exec.Director (Subject to Scope Rev.)		15.063	15.595	16.177	16.759	17.403			
<u>Nursing</u>									
Porter	N-1	1,958	-						
		12.392							
Nurse Aide	N-2	2,007	•	•					
Unit Clerk			13.063						
Licensed Practical Nurse	N-3	2,351	-	•					
Porter Attendant		14,880							
Registered Nurse - General	N-4	3,046	-	•					
Registered Nurse - Clinical Research*		19.278	20.095	20.968	21.835	22.449			
<u>Physics</u>									
Physics Technician (Trainee)	P-1	2,043	2,117	2,195					
•		12,930	13.399	13.892					
Physics Technician I	P-2	2,555	2,646	2,742	2,840	2,942	3,052		
(Mould Room/Mechanical)		16.171	16.747	17.354	17.975	18.620	19.316		
Physics Technician I - (Electronics)	P-3	2,692	2,790	2,888	2,996	3,108	3,224		
, , , , ,		17.038	17.658	18,278	18.962	19.671	20.40:		
Instrument Maker	P-4	2,736			3,068	3,191	3,323		
		17.316			19,418	20.196	21.032		
Dosimetrist	P-5	2,888	2,996	3,108	3,224	3,346			
Physics Assistant		18.278	•		•				
Physics Programmer		I							
Physics Technician II	P-6	3,119	3,228	3,341	3,465	3,589	3,719		
(Mould Room/Mechanical)	• •	19.741	-	21.146			=		
Physics Technician II (Electronics)	P-7	3,228					3,857		
1 11,5150 1 5011110141111 (E16611011105)	* **		•	21.930	•	•	•		

Pay Group	Pay			October	1, 1998		
·	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Clerical							
Radiation Therapy							
Radiation Therapist I	R-1	2,780	2,888	2,996	3,108	3,225	3,346
Simulator Technician		17.595	18.278	18,962	19.671	20.411	21.17;
Radiation Therapist II	R-2	2,888	2,996	3,108	3,225	3,346	3,474
·		18.278	18.962	19.671	20.411	21.177	21.987
Student Coordinator	R-3	2,996	3,108	3,225	3,346	3,474	3,606
		18.962	19.671	20.411	21.177	21.987	22.82:
Social Services							
Volunteer Coordinator	S-1	2,312	2,402	2,489	2,583	2,677	
		14.633					
Social Worker	S-2	2,807	•	•			3,366
<u> </u>		17.766	18.405	19.051	19.778	20.519	21.29;
<u>Lodge Employees</u>							
Homemaker	L-1	1,877	•	•	•		
			12.222			13.291	
Cook	L-2	2,039		•	•		
		12.905	13.291	13.665	14.089		
Other Classifications							
Other Classifications							
Labaretan Assistant	004	4.055	4 704	4.044	4 000	4 0 4 0	0.000
Laboratory Assistant	OC-1	1,655	1,734	•	1,883	1,943	2,009
Lab Assistant/Animal Cons Tacknisian	00.0	10.477					12.717
Lab. Assistant/Animal Care Technician	0C-2	2,038	2,130	2,226	2,327	2,435	2,550
Laborator / Tabbisian	0C-3	12.901					16.138
Laboratory Technician	00-3	2,321 14.690	2,380 15.063	2,469 15.627	2,566	2,667	2,772
Descarch Assistant (PTOC)	OC-4						17.544
Research Assistant (RTOG)	00-4	2,513 15.901	2,617 16.565	2,724 17.243	2,837 17.953	2,958 18.722	3,078 19.48:
Programmer	0C-5	2,420		2,644	2,761	2,886	
riogianimei	UC*8	15.316	2,529 16.006	-	-	•	3,016 19.08§
Dietitian	0C-6	2,852	2,930	3,033	3,144		18.008
Dietitidi	UU-0	18.051	18.544	19.196		3,261 20.639	
Client Systems Coordinator	0C-7	2,969					3 454
Client Systems Coordinator	UC-/	2,909 18.791	3,068 19.417	3,167 20.043	3,266 20 .669	3,365 21.296	3,464
Programmer Analyst	0C-8	3,228	3,341				21.924 3,857
r iograffifi e i Affaiyst	UC-0	20.430				23.544	
-		20.430	41.140	Z 1.93U	22.710	20,044	24.411

Schedule "A" 'alary Schedule Monthly and Hourly Rates

Pay Group	Pay	October 1, 1999					
, ·	Grade	3tep ■	Step2	Step3	Step4	Step5	Step6
<u>Clerical</u>							
Admitting/Reception Clerk							
Clerk Typist II	C-1	1,913	1,965	2,019	2,079	2,137	
Health Records Clerk		12.108	12.437	12.776	13.157	13.525	
MedicalTypist I	C-2	1,965	2,019	2,079	2,137	2,190	
Research Clerk*		12.437	•		13.525	•	
Secretary to A. E. D.	C-3	2,019		2,137	2,199	2,271	
Medical Secretary		12.776		13.525	13.918	14.370	
Physics Secretary							
Health Records Technician	C-4	2,169	2,234	2,309	2,391	2,475	
Supervisor Admitting/Reception		13.725					
Clinical Research Associate*	C-5	2,202	2,271	2,348	2,430	2,512	
		13.938	14.37	14.861	15.377	15.900	
Medical Typist II	C-6	2,229	2,303	2,388	2,468	2,554	
		14.106	14,577	15.113	15.623	16.165	
Accounting Clerk II	C-7	2,271	2,351	2,431	2,515	2,604	
Accounting Clerk II Research Secretary	J .,	14:370	14.880	15.384	15.920	16.481	
Health Records Administrator	C-8	2,349	2,428	2,513	2,607	2,701	
Supervisor of Statistics		14.867	15,365	15.907	16.501	17.095	
Administrative Ass't to Associate	C-9	2,428	2,513	2,607	2,701	2,805	
Exec. Director (Subject to Scope Rev.)		15,365	15.907	16.501	17.095	17.753	
	_						
<u>Nursing</u>							
Porter	N-1	1,997	2,047	2,105			
J		12.640	12.957	13.325			
Nurse Aide	N-2	2,047	2,105	2,162			
Unit Clerk		12.957					
Licensed Practical Nurse	N-3	2,398	2,477	2,547			
Porter Attendant		15.177					
Registered Nurse - General	N-4	3,107	3,239	3,379	3,519	3,618	
Registered Nurse - Clinical Research*		19.664	20.497	21.388	22,272	22.898	
<u>Physics</u>							
Physics Technician (Trainee)	P-1	2,084	2,159	2,239			
		13.189	13.667	14.170			
Physics I I	P-2	2,606	2,699	2,797	2,897	3,001	3,113
(Mould Room/Mechanical)		16.494	17.082	17.702	18.334	18.993	19.703
Physics Technician I - (Electronics)	P-3	2,746	2,846	2,946	3,056	3,170	3,288
		17.379	18.011	18.644	19.341	20.064	20.813
Instrument Maker	P-4	2,791	2,896	3,008	3,129	3,255	3,389
		17.663	18.328	19.038	19.806	20.600	21.452
Dosimetrist	P-5	2,946	3,056	3,170	3,288	3,413	
Physics Assistant	<u> </u>	18.644	19.341	20.064	20.813	21.601	
Physics Programmer				A 155	A FA /	6.664	0.700
Physics Technician II	P-6	3,181	3,293	3,408	3,534	3,661	3,793
(Mould Room/Mechanical)		20.135	20.839	21.568	22.369	23.169	24.009
PhysicsTechnician II (Electronics)	P-7	3,293	3,408	3,534	3,661	3,793	3,934
		20.839	21.568	22.369	23,169	24.009	24.900

Schedule "A" Salary Schedule Monthly and Hourly Rates

Pay Group	Pay	October 1, 1999					
i i	Grade	Step ■	Step2	Step3	Step4	Step5	Step 6
Clerical		I					
Radiation Therapy							
Radiation Therapist I	R-1	2,836	2,946	3,056	3,170	3,290	3,413
Simulator Technician	· ` `	17.947	18,644	19.341	20.064	20.820	21.601
Radiation Therapist II	R-2	2,946	3,056	3,170	3,290	3,413	3,543
		18.644	19.341	20.064	20.820	21.601	22.427
t ,	R-3	3,056	3,170	3,290	3,413	3,543	3,678
l `		19,341	20.064	20.820	21.601	22.427	23,279
		10,011	20,00	20,020	21.001	<u> </u>	20,27
Social Services							
Volunteer Coordinator	S-1	2,358	2,450	2,539	2,635	2,731	
Volariteer Goordinator	l • ·	14,926	15,507	16.068	16.675	17.282	
Social Worker	S-2	2,863	2,966	3,070	3,188	3,307	3,433
Social Worker	"-	18,121	18.773	19.432	20.174	20.929	21.730
		10,121	10.770	10,702	20.174	20.020	21,7:00
Lodge Employees							
<u>Louge Employees</u>							
Homemaker	L-1	1,915	1,970	2,020	2,080	2,142	
nomemakei		12.117	12.466	12,782	13.163	13.557	
Cook	L-2	2,080	2,142	2,202	2,271	10.007	
Cook	l L·2 	13.163		13.938	14.370		
		13.103	13.557	13,830	14.570		
Other Classifications							
Other Classifications							
Labaratan Assistant	OC-1	4.600	4.760	4 0 4 7	1,921	4.000	2 040
Laboratory Assistant	06-1	1,688	1,769	1,847		1,982 12.543	2,049
Lab. Assistant (Animal Cara Tashaisis	00.0	10.684	11.194	11.691	12.156		12.969
Lab. Assistant/Animal Care Technician	0C-2	2,079	2,173	2,271	2,374	2,484	2,601
	00.0	13,157	13.751	14.370	15.022	15.720	16.462
Laboratory Technician	0C-3	2,367	2,428	2,518	2,617	2,720	2,827
	00.4	14.984	15.365	15.939	16.565	17.217	17.895
Research Assistant (RTOG)	OC-4	2,563	2,669	2,778	2,894	3,017	3,140
	46.5	16.223	16.895	17.585	18.315	19.096	19.871
Programmer	0C-5	2,468	2,580	2,697	2,816	2,944	3,076
		15.623	16.326	17.069	17.824	18.631	19.470
Dietitian	0C-6	2,909	2,989	3,094	3,207	3,326	
		18.412	18.915	19.580	20.297	21.052	
Client Systems Coordinator	0C-7	3,028	3,129	3,230	3,331	3,432	3,533
		19.167	19.806	20.445	21.084	21.723	22.363
Programmer Analyst	0C-8	3,293	3,408	3,534	3,661	3,794	3,934
_	l	20.839	21.568	22.369	23,169	24.015	24,900

LETTER OF UNDERSTANDING Re: Enhanced Health Plan

The Saskatchewan Cancer Agency agrees to provide a Health Plan containing Extended Health Benefits and Enhanced Dental Benefits with the Employer's premium capped at two and one-tenth percent (2.1%) of straight time payroll effective April 1, 2000.

LETTER OF UNDERSTANDING Re: Employment Security

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

Union and Employer will meet to review employment security before February 28th of each year, to ascertain the extent to which employment security can be provided in the next budget year.

In the face of possible job loss as a result of budgetary downsizing, transfer of services (devolution), reorganization, or contracting out, the Employer and the Union agree to take the following steps as alternatives to job loss:

- Joint Union/Management Committee to review to identify alternative cost savings to avoid job abolition:
- Examine feasibility of retraining affected employees for available jobs;
- Allow greater flexibility in transfer, demotion, or redeployment provisions prior to job loss;

If the foregoing does not prevent job loss, the following will apply:

On Budgetary i

- 1. Canvass employees wishing to access leave of absences, or voluntary resignations and access career assistance options as may be available from a provincial health sector labour adjustment strategy, if any.
- 2. Bumping process.
- 3. Access to career assistance options as may be available from a provincial health sector labour adjustment strategy, if any.

On Transfer of Services (Devolution)

- 1. All possible options will be explored be the Employer to maintain employment within the Agency for those employees that request it upon notification of a transfer of services.
- 2. If transferred, the employee's name will be maintained on a re-employment list for up to two (2) years.
- 3. The collective agreement will be transferred with the employees in accordance with Section 37 of the Trade Union Act.

On transfer, where an Employee's job is changed such that it is tantamount to a job abolition, employee may choose to access leaves of absence, voluntary resignation and access career assistance options as may be available from a provincial health sector labour adjustment strategy, rather than accept employment with the new Employer.

On Contracting Out

It is not the intention of the Employer to enter into new contracting out of work arrangements that directly result in the loss of any permanent employee's employment during the term of the collective agreement. However, if it becomes necessary to contract out, the following principles will apply:

- The Employer will endeavour to avoid contracting out work that can be done by employees of the Agency in an effective, efficient manner within the operational time constraints of the work. The Employer is prepared to receive submissions from the Joint Union/Management Committee and the Union in this regard.
- The Union will be provided with as much notice as possible, with a minimum of thirty (30) calendar days notice and an opportunity to discuss any planned intent to contract out.
- In reviewing new and existing contracting out, where it may be feasible that the work can be performed by Agency employees, the parties agree to work together towards accomplishing this goal.
- When contracting out bargaining unit work, the Employer will ensure no permanent employee will lose employment as a direct result of contracting out.
- Employees affected will have access to lay-off provisions of the collective agreement.
- Employees on recall as a result of contracting out will have their names maintained on the reemployment list for three (3) years.
- Existing historical employment practices related to contracting work out will not be restricted by this provision.
- The Union is prepared to examine ways to deal with barriers that cause the Employer to contract out work due to a lack of flexibility. The parties will work together to keep this work within the Saskatchewan Cancer Agency and SGEU agreement.
- The parties agree to examine training opportunities to avoid long term contracting out situations.

The Contracting Out provision will expire on December 31, 2000.

Reorganization

- 1. Affected employees will be retrained to meet new organizational needs, if at all possible.
- 2. Canvass employees wishing to access leaves of absence, or voluntary resignation and access career assistance options **as** may be available from a provincial health sector labour adjustment strategy, if any.
- 3. Bumping process.
- 4. Access career assistance options as may be available from a provincial health sector labour adjustment strategy, if any.

LETTER OF UNDERSTANDING Re: Recruitment/Retention

The parties hereto agree to jointly review issues concerning recruitment and retention of radiation Therapists and Registered Nurses including a review of policies and collective agreement provisions which may be causing or creating barriers for recruitment and/or retention of these classifications.

The parties further agree to establish a recruitment/retention fund with allocations from this fund to be determined by mutual agreement between the Employer and Union. Disputes concerning allocation shall be settled through adjudication. Mr. Fred Cuddington shall act as adjudicator for such disputes.

LETTER OF UNDERSTANDING Re: Extended Hours of Work

The parties hereto agree that, to enhance treatment for patients, employees may have to be scheduled to work throughout the twenty-four **(24)** hour day and seven (7) days per week. Should existing programs be expanded and/or new programs be introduced requiring changes to the normal hours of work, the Employer and Union shall negotiate a Letter of Understanding identifying what and how such collective agreement provisions would be changed.

The parties have agreed to delete:

Letter of Understanding
Re: Amend the Certification Order

IN WITNESS WHEREOF, the parties signatory hereto have caused these presents to be executed on the day of August AD, 1999.

SIGNED ON BEHALF OF THE

AGENCY

SIGNED ON BEHALF OF THE SASKATCHEWAN

GOVERNMENT

EMPLOYEES' UNION

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 Agency commits to work with the Union to develop **an** Employee Family Assistance Program.

Signed this 12th day of August, 1999.

Signed on behalf of:

SASKATCHEWAN CANCER

AGENC

Signed on behalf of:

SASKATCHEWAN GOVERNMENT

EMPLOYEES' UNION

Deborah R. Ros

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Chille Chi

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.

Signed this 12th day of August, 1999.

Signed on behalf of:

SASKATCHEWAN CANCER

AGENC'

SASKATCHEWANGOVERNMENT

EMPLOYEES' UNION

Signed on behalf of:

LETTER OF UNDERSTANDING

Between

Saskatchewan Cancer Agency

And

Saskatchewan Government and General Employee's Union

Re: Recruitment and Retention Allocation of Funds

It is agreed that to maintain a competitive environment for recruiting and retaining RN's, RT's and some Physics positions, adjustments to their salaries are necessary. It is agreed that the following adjustments will be made:

	0 0				
1.	RT I and Simulator Tech	-	Γ I pay level (R-1)		
		-	Current top step Add 1 step Add 2nd step	\$3,346/month (\$3,474/month (\$3,605/month (
2.	RTII	 Add Mould Room Tech II and Dosimetrist to level (R-2) Move Student Coordinator to R-2 and delete Drop steps 1, 2, and 3 (July 1, 1999) 			
		-	Current top step Add 1 step Add 2 nd step Add 3 rd step	\$3,605/month	(June 17,1999) (July 1, 1999) (July 1, 1999) (July 1, 1999)
3.	Student Coordinator		Drop step 1 (July	1, 1999)	
		•	Current top step Add 1 step Add 2 nd step	\$3,737/month	(June 17,1999) (July 1, 1999) (July 1, 1999)
4	Instrument Maker	•	Move from P-4 t current grid (Jul	٠	ge \$2,682 to \$3,258 es to \$3,119 to \$3,719

Professional fees will be paid at current rates for Nurses and RT's only. (Currently pay at 1987 rates). Pay professional fees at 100% for casuals and part-time.

Add 6th step

\$3,474

(July 1, 1999)

7. Adjustments **to** recognize previous experience. (Covered in previous letter of understanding)

5.

Pay grade 5 (Physics)

8. Exam fees for RT's will be paid to employees who satisfactorily complete their probationary **period** effective July 1, 1999.

8. Any further adjustments to nurse salaries will be determined at a later date when the SUN collective agreement is finalized. It is *agreed* that after July 1, 1999 Sun salary rates and steps will be used for nurses.

Signed on behalf of:

Signed on behalf of:

Saskatchewan Cancer Agency

Saskatchewan Government and General Employee's Union

break L. Rober

Signed this 12 U Day of Quaut, 1999.

Schedule "A"
Salary Schedule
Monthly and Hourly Rates

		July 1, 1999					
Pay Group	Pay Grade	step1	step2	step3	step 4	Step 5	Step 6
Radiation Therapy Radiation Therapist I Simulator Technician Mould Room Tech I	R-1	2,996 18.962	3,108 19.671	3,225 20.411	3,346 21.177	3,474 21.987	3,605 22.816
Radiation Therapist II Mould Room Tech II Dosimetrist Student Coordinator	R-2	3,225 20.411	3,346 21.177	3,474 21.987	3,605 22.816	3,737 23.652	3,886 24.595
Physics Assistant Physics Programmer	P-5	2,888 18.278	2,996 18.962	3,108 19.671	× 3,224 20.405	3,346 21.177	3,474 21.987
Instrument Maker	P-6	3,119 19.741	3,228 20.430	3,341 21.146	3,465 21.930	3,589 22.715	3,719 23.544
							23.528

October 1, 1999 **Pay Group** Step 1 Pay Grade Step 2 Step 3 Step 4 Step 5 Step 6 Radiation Therapy Radiation Therapist I 3,056 3,170 3,290 3,413 3,543 3,677 R-1 Simulator Technician 19.341 20.064 20.820 21.601 22.427 23.273 Mould $\operatorname{\textbf{Room}}$ Tech IRadiation Therapist II 3,677 3,964 Mould Room Tech II 3,290 3,413 3,543 3,812 R-2 22.427 Dosimetrist 20.820 21.601 23.273 24.125 25.087 **Student Coordinator** Physics Assistant 2,946 3,056 3,170 P-5 19.341 20.064 Physics **Programmer** 18.644 20.813 21,601 22,427 3,534 3,293 3,408 3,181 Instrument Maker P-6 24.009 20.839 21.568 22.369 23,169 20.135

LETTER OF UNDERSTANDING between

SASK CANCER AGENCY and SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES UNION

Regarding Recruitment and Retention Allocation of Funds:

1

It is agreed that the following rates and pay adjustment period be adopted for Registered Nurses employed at Sask Cancer Agency.

	Step 1	Step 2	Step 3	Step 4	Step 5
July 1/99	3,048	3,200	3,359	3,528	3,704
	19.29	20.25	21.26	22.33	23.44
April 1/00	3,143	3,299	3,463	3,637	3,819
	19.89	20.88	21.92	23.02	24.17

It is further agreed that the Student Co-ordinator shall be placed at R-3 as follows:

	Step 1	Step2	Step3	Step4	Step5	Step 6
July 1/99	3,346	3,474	3,605	3,737	3,886	4,041
	21.177	21.987	22.816	23.652	24.595	25.576
October/99	3,413	3,543	3,677	3,812	3,964	4,122
	21.601	22.427	23.273	24.125	25.087	26.089

Signed on behalf of:

Saskatchewan Canger Agency

Signed on behalf of:

Saskatchewan Government and General

Employees' Union