

SOURCE	<i>As</i>
EFF.	<i>95/6</i>
TERM.	<i>97/1</i>
No. OF EMPLOYEES	<i>6</i>
NOMBRE D'EMPLOYÉS	<i>6</i>

# COLLECTIVE AGREEMENT

BETWEEN

SASKATCHEWAN ASSOCIATION  
OF HEALTH ORGANIZATIONS

AND

CANADIAN UNION OF  
PUBLIC EMPLOYEES

*1032801*

*\** FOR THE PERIOD:  
JANUARY 1, 1995 TO DECEMBER 31, 1997

**REPRESENTING:  
ASSINIBOINE VALLEY DISTRICT  
HEALTH BOARD**

**Acute:**

Canora Hospital  
Invermay Health Centre  
Kamsack Hospital  
Norquay Health Centre  
Preeceville Hospital

**Special Care Homes:**

Gateway Lodge  
Gateway Lodge  
Gateway Lodge  
Kamsack Senior Housing  
Kamsack & District Nursing Home  
Preeceville Lions Housing Corp.

**BATTLEFORDS DISTRICT HEALTH  
BOARD**

**Acute:**

Battlefords ~~Union~~ Hospital

**Special Care Homes:**

River Heights Lodge  
Lady Minto Health Care Centre  
Affiliate

**Special Care Homes:**

Villa Pascal

**CENTRAL PLAINS DISTRICT HEALTH  
BOARD**

**Acute:**

Wadena Hospital

**Special Care Homes:**

Cudworth Nursing Home  
Pleasant View Care Home  
Affiliate

**Acute:**

St. Michael's Hospital  
St. Elizabeth's Hospital  
**Special Care Homes:**  
Humboldt & District Housing Corp.  
(operating St. Mary's Villa)

**REPRESENTING:**

**Acute:**

Canora, Local #89  
Invermay, Local #2374  
Kamsack, Local #2048  
Norquay, Local #2383  
Preeceville, Local #1903

**Special Care Homes:**

Canora, Local #1830  
Invermay, Local #1830  
Norquay, Local #1830  
Kamsack, Local #1161  
Kamsack, Local #1161  
Preeceville, Local #2844

**Acute:**

Battleford, Local #83

**Special Care Homes:**

North Battleford, Local #1827  
Edam, Local #1809  
Affiliate

**Special Care Homes:**

North Battleford, Local #2586

**Acute:**

Wadena, Local #1304

**Special Care Homes:**

Cudworth, Local #1852  
Wadena, Local #2240  
Affiliate

**Acute:**

Cudworth, Local #885-3  
Humboldt, Local #88  
**Special Care Homes:**  
Humboldt, Local #2513

**EAST CENTRAL DISTRICT HEALTH BOARD**

**Acute:**

Foam Lake Health Centre  
Theodore Health Centre  
Langenburg Health Centre &  
Yorkton Regional Health Centre &  
Yorkton & District Nursing Home  
Regional Hospital Linen Services

**Special Care Homes:**

Foam Lake Jubilee Home  
Anderson Lodge

**Acute:**

Foam Lake, Local #1304-5  
Theodore, Local #1958  
Yorkton, Local #519  
Yorkton, Local #519  
Yorkton, Local 519-1  
Yorkton, Local 519

**Special Care Homes:**

Foam Lake, Local #1304-9  
Yorkton, Local #519-1

**GABRIEL SPRINGS DISTRICT HEALTH BOARD**

**Acute:**

Rosthern Hospital  
Wakaw Hospital  
**Affiliate**

**Special Care Homes:**

Lakeview Pioneer Lodge

**Acute:**

Rosthern, Local #1631  
Wakaw, Local #885  
**Affiliate**

**Special Care Homes:**

Wakaw, Local #1852-1

**GREENHEAD DISTRICT HEALTH DISTRICT**

**Acute:**

Unity Hospital  
Wilkie Hospital  
**Special Care Homes:**  
Unimac Pioneer Lodge  
Wilkie & District Centennial Nursing  
Home Company Ltd.

**Affiliate**

**Acute:**

St. Joseph's Health Centre

**Acute:**

Unity, Local #1917  
Wilkie, Local #1516  
**Special Care Homes:**  
Unity, Local #1772  
Wilkie, Local #2826

**Affiliate**

**Acute:**

Macklin, Local 1957

**LIVING SKY DISTRICT HEALTH BOARD**

**Acute:**

Watrous Hospital  
Wynyard Hospital  
**Special Care Homes:**  
Last Mountain Pioneer Home  
Manitou Lodge

**Acute:**

Watrous, Local #2238  
Wynyard, Local #2237  
**Special Care Homes:**  
Strasbourg, Local #1304-8  
Watrous, Local #1950

Golden Acres

Wynyard, Local #2239

**LLOYDMINSTER DISTRICT HEALTH BOARD**

**Acute:**

Lloydminster Hospital

**Special Care Homes:**

Lloydminster & District Senior Citizens Lodge "Jubilee Home"

**Acute:**

Lloydminster, Local #766

**Special Care Homes:**

Lloydminster, Local #3587

**MIDWEST DISTRICT HEALTH BOARD**

**Acute:**

Davidson Hospital

Dinsmore Health Care Centre

Rosetown & District Health

Centre/Rosetown Union Hospital Nursing Wing

**Special Care Homes:**

Wheatbelt Centennial Lodge Inc.

**Acute:**

Davidson, Local #1304-6

Dinsmore, Local #1745

Rosetown, Local #2234

**Special Care Homes:**

Rosetown, Local #2263

**NORTH VALLEY DISTRICT HEALTH BOARD**

**Acute:**

Ituna & District Health Centre

**Special Care Homes:**

Centennial Special Care Home

Ituna & District Pioneer Lodge

**Affiliate**

**Acute:**

Ituna, Local #2402

**Special Care Homes:**

Esterhazy, Local #1738

Ituna, Local #1918

**Affiliate**

**Acute:**

St. Anthony's Hospital

St. Peter's Hospital

**Special Care Homes:**

St. Paul Lutheran Home

**Acute:**

Esterhazy, Local #1610

Melville, Local #1143

**Special Care Homes:**

Melville, Local #2399

**NORTHERN HEALTH SERVICES**

St. Joseph's Hospital

St. Martin's Hospital

La Ronge Health Centre

Uranium City Municipal Hospital

Ile A La Crosse, Local #1561

La Loche, Local #2726

La Ronge, Local #1786

Uranium City, Local #1561

**NORTHWEST DISTRICT HEALTH BOARD**

**Acute:**

L. Gervais Memorial Health Centre  
Loon Lake Hospital & Special Care Home  
Meadow Lake **Union** Hospital

**Special Care Homes:**

Northland Pioneers Lodge

**Acute:**

**Goodsoil**, Local #1913

Loon Lake, Local #1942

Meadow Lake, Local #1549

**Special Care Homes:**

**Meadow** Lake, Local #2236

**PARKLAND DISTRICT HEALTH BOARD**

**Acute:**

Big River Hospital  
Hafford Hospital & Special Care Centre  
Evergreen Health Centre  
Rabbit Lake Integrated Facility

**Special Care Homes:**

Lake-Wood Lodge  
Idylwild Lodge

**Acute:**

Big River, Local #1984

Hafford, Local #1828

Leoville, Local #3444

Rabbit Lake, Local #2475

Spiritwood, Local #1981

**Special Care Homes:**

**Big River**, Local #3385

Spiritwood, Local #3567

**PASQUIA DISTRICT HEALTH BOARD**

**Acute:**

Hudson Bay Hospital  
Kelvington Hospital  
Porcupine Carragana Hospital  
Rose Valley Health Centre  
Tisdale Hospital

**Special Care Homes:**

Hudson Bay Pioneer Lodge  
Kelvindell Lodge Company  
Red Deer Nursing Home

**Acute:**

Hudson Bay, Local #828-3

Kelvington, Local #1304-3

Porcupine Plain, Local #828-1

Rose Valley, Local #1304-2

Tisdale, Local #828

**Special Care Homes:**

**Hudson Bay**, Local #3118

Kelvington, Local #2943

Porcupine Plain, Local #828-2

**PIPESTONE DISTRICT HEALTH BOARD**

**Acute:**

Grenfell Health Centre  
Wolseley Memorial Union Hospital  
Special Care Homes:

Grenfell and District Pioneer Home

**Acute:**

Grenfell, Local #1829

Wolseley, Local #1864

**Special Care Homes:**

Grenfell, Local #3486

## **PRAIRIE WEST DISTRICT HEALTH BOARD**

### **Acute:**

Eatonia Health Centre  
Eston Health Centre  
Doddsland Health Centre  
Kerrobot Hospital  
Kindersley Hospital  
Jubilee Lodge

**Affiliate**

### **Special Care Homes:**

Buena Vista Lodge  
Pioneers Haven Co. Inc.

### **Acute:**

Eatonia, Local #3857-02  
Eston, Local #3857-03  
Doddsland, Local 3857-05  
Kerrobot, Local #3857-05  
Kindersley, Local #3857-06  
Eston, Local #3857-04

**Affiliate**

### **Special Care Homes:**

Kerrobot, Local #3857-01  
Kerrobot, Local #3857-07

## **PRINCE ALBERT DISTRICT HEALTH BOARD**

### **Acute:**

Birch Hills Memorial Health Center  
Kinistino Hospital  
Victoria Hospital

### **Special Care Homes:**

Jubilee Lodge  
Herb Bassett Home  
Pineview Terrace Lodge

**Affiliate**

### **Acute:**

Holy Family Hospital

### **Special Care Homes:**

Mont St. Joseph Home Inc.

### **Acute:**

Birch Hills, Local #3833  
Kinistino, Local #3833  
Prince Albert, Local #3833

### **Special Care Homes:**

Kinistino, Local #3833  
Prince Albert, Local #3833  
Prince Albert, Local #3833

**Affiliate**

### **Acute:**

Prince Albert, Local #3833

### **Special Care Homes:**

Prince Albert, Local #1518

## **REGINA DISTRICT HEALTH BOARD**

Community Health Division

### **Acute:**

Cupar Health Centre  
Long Lake Valley Integrated Facility  
Pasqua Hospital  
Plains Health Centre  
Regina General Hospital

**Affiliate**

### **Special Care Homes:**

Cupar & District Nursing Home  
Regina Lutheran Housing Corporation  
Regina Pioneer Village Ltd.  
Santa Maria Senior Citizens Home Inc.

Regina, Local #176 (old #7))

### **Acute:**

Local #176 (old #2401)  
Local #176 (old #1787)  
Local #176 (old #1612)  
Local #176 (old #1838)  
Local 176

**Affiliate**

### **Special Care Homes:**

Cupar, Local #3065  
Regina, Local #3330  
Regina, Local #1138  
Regina, Local #2569

**ROLLING HILLS DISTRICT HEALTH BOARD**

Acute:  
Herbert-Morse Hospital  
**Affiliate**  
Special Care Homes:  
Gull Lake & District Special Care Home

Acute:  
Herbert, Local #2528  
**Affiliate**  
Special Care Homes:  
Gull Lake, Local #3340

**SOUTH CENTRAL DISTRICT HEALTH BOARD**

Acute:  
Pangman Health Centre  
Weyburn General Hospital  
Special Care Homes:  
Weyburn & District Special Care Homes Corp.  
**Affiliate**

Acute:  
Pangman, Local 13710  
Weyburn, Local #482  
Special Care Homes:  
Weyburn, Local #1844  
**Affiliate**

Acute:  
Radville Marian Health Centre

Acute:  
Radville, Local #1940

**SOUTH COUNTRY WEALTH DISTRICT**

Acute:  
Kincaid Wellness Centre  
**Affiliate**

Acute:  
Kincaid, Local #2708  
**Affiliate**

Acute:  
St. Joseph's Hospital  
Foyer d'Youvillé Home

Acute:  
Gravelbourg, Local #1481  
Gravelbourg, Local #1481

**SOUTHEAST DISTRICT HEALTH BOARD**

Acute:  
Gainsborough & Area Health Centre  
Lampman Community Health Centre  
Galloway Health Centre

Acute:  
Gainsborough, Local 1848  
Lampman, Local #2495  
Oxbow, Local #1885

Special Care Homes:  
Estevan Regional Nursing Home  
**Affiliate**

Special Care Homes:  
Estevan, Local #1836  
**Affiliate**

Acute:  
St. Joseph's Hospital of Estevan  
Special Care Home:  
New Hope Pioneer Lodge Inc.

Acute:  
Estevan, Local #80  
Special Care Home  
Stoughton, Local 2025

**SOUTHWEST DISTRICT HEALTH BOARD**

**Acute:**

Eastend Wolf Willow Health Centre  
Maple Creek Hospital

**Acute:**

Eastend, Local **U2297**  
Maple Creek, Local **#86**

**TOUCHWOOD QU'APPELLE DISTRICT HEALTH BOARD**

**Acute:**

Balcarres **Union Hospital**  
St. Joseph's **Union Hospital**

**Special Care Homes:**

Parkland Lodge

**Acute:**

Balcarres, Local **#2460**  
Lestock, Local **#1304-1**

**Special Care Homes:**

Balcarres, Local **#2400**

**TWIN RIVERS HEALTH DISTRICT**

**Acute:**

**Cut Knife Health Complex**  
Maidstone Hospital  
Manitou Health Centre  
Paradise Hill Hospital  
St. Walburg Health Centre  
Riverside Memorial Hospital/Turtle River  
Nursing **Home**

**Special Care Homes:**

**Pine Island Lodge Ltd.**  
Lakeland Lodge Inc.

**Acute:**

**Cut Knife, Local #2032**  
Maidstone, Local **#1893**  
Neilburg, Local **#1998**  
Paradise Hill, Local **#1549-4**  
**St. Walburg, Local #1549-3**  
Turtleford, Local **#1549-1**

**Special Care Homes:**

Maidstone, Local **#3292**  
**St. Walburg, Local U2995**



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## ARTICLE 1 - PREAMBLE & DEFINITIONS

### 1.01 Preamble

Whereas it is the desire of both the Union and the Employer:

- (a) **To** maintain and improve harmonious relations between the Employer and members of the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, hours of work and scales of wages.
- (c) To encourage efficiency and safety in operation.
- (d) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.
- (e) To provide optimum health care services to the general public.

**1.02** And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an agreement.

**THEREFORE THE PARTIES HEREBY ENTER INTO, ESTABLISH AND AGREE TO THE FOLLOWING TERMS.**

### 1.03 Definitions

(a) **Full-Time Employee**

A full-time Employee shall mean an Employee who is regularly scheduled on **a** continual basis to work the normal hours as defined in Article 16.03 - Normal Hours of **Work**.

(b) **Part-Time Employee**

**A** part-time Employee shall mean an Employee who is regularly scheduled on **a** continual basis to work less than the normal hours as defined in Article 16.03 - Normal Hours of Work as per their Letter of Appointment.

**A** part time Employee may also agree to be **a** relief (casual) Employee for the purpose of working hours additional to those stipulated in the Letter of Appointment to **a** maximum of the normal hours of work of a full time Employee **as** defined in Article 16.03 - Normal Hours of **Work**.

(c) **Relief (Casual) Employee**

A relief Employee shall mean an Employee who **works** on a call-in basis and **who** is not regularly scheduled on a continual basis.

A relief Employee **may** be regularly scheduled in advance under the following circumstances:

- 1) replacement for illness or W.C.B./D.I.P. of less than 120 days;
- 2) vacation replacement;
- 3) Statutory Holiday replacement;
- 4) leave of absence of less than **120 days**;
- 5) other available work which is 120 days or less in duration.

(d) **Temporary Positions**

A full-time or part-time position which is for an anticipated period of time, subject to Article 12.07 - Temporary Vacancies. Employees filling full-time and part-time positions temporarily will be considered full-time or part-time Employees respectively, except for the purpose of Article 13 - Layoff and Re-employment, the eligibility criteria of the benefit plans and a Temporary Employee Hired **From** Outside The Bargaining Unit.

(e) **Temporary Employee Hired From Outside the Bargaining Unit**

An Employee hired **from** outside the Bargaining Unit to fill a vacancy in accordance with Article 12.07 - Temporary Vacancies.

(f) **Paid Hours**

Paid hours are:

- a) actual hours worked excluding overtime;
- b) **Statutory** Holiday hours;
- c) hours of vacation pay; and
- d) all paid leaves;
- e) Union Leave in accordance with Article 17.02 - Union Leave

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Management Rights**

The **Union** acknowledges that it is the right of the Employer to manage its operation and to direct the **working** force except as limited by the terms of this Agreement.

## ARTICLE 3 - TERM OF AGREEMENT

### 3.01 Duration

This Agreement, unless changed by mutual consent of the Union and the Employer hereto, shall be in force and effect from and after January 1, 1995 up to and including December 31, 1997 and from year to year thereafter unless notification of desire to amend be given in writing.

### 3.02 Open Period

The Union or the Employer ~~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 negotiate a revision of this Agreement.

## ARTICLE 4 - SCOPE

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

## ARTICLE 5 - RECOGNITION

### 5.01 Recognition

The Employer agrees to recognize the Union as the sole bargaining agent for the Employees covered by this Agreement, and hereby consents to negotiate with the Union or its designated representatives in matters affecting the relationship between the Employer and the Union.

### 5.02 Use of Volunteers

The use of volunteers will not be precluded providing they are supernumerary and their utilization does not result in the direct lay-off of any Employee covered by this agreement, nor will volunteers be used to fill established positions within the bargaining unit.

### 5.03 Contracting Out

The Employer will not be restricted by this understanding from continuing its historical employment practices including but not limited to contracting out of work of the bargaining unit,

However when contracting out of bargaining unit work is required the Employer will ensure no full-time or part-time Employee with three (3) or more years of seniority will be laid-off as a direct result of contracting out.

#### **5.04 No Other Agreements**

- a) No Employee(s) shall be required or permitted to make a written or verbal agreement with the Employer or its designated representatives which may conflict with the terms of this Agreement.
- b) Except for the provisions of Article 9 - Dispute Resolution Process and Article 10 - Arbitration of this Agreement, any Employee requested to meet formally with the Employer shall, at the commencement of such meeting, be informed of the nature of the discussion, and if the Employee so wishes, such Employee may have a Union representative present at the meeting.
- c) The Union shall have the right to attend any management meeting with Employees concerning matters affecting the relationship between the Union and the Employer.

#### **5.05 Management - Union Meetings**

The Union and the Employer agree to meet to deal with such matters of mutual concern as may arise from time to time. Meetings shall take place as and when required, upon the request of either the Union and Employer and within seven (7) calendar days of such request where possible.

Either the Employer or the Union shall inform the other party, prior to the meeting, of matters that they wish to discuss and of the names of the persons attending.

### **ARTICLE 6 - NON-DISCRIMINATION, HARASSMENT AND VIOLENCE IN THE WORKPLACE**

#### **6.01 Non-Discrimination:**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of membership or activity in the Union.

#### **6.02 Harassment**

The Employer and the Union acknowledge a shared responsibility to:

- a) prevent harassment
- b) promote a safe, abuse free working environment
- c) uphold the philosophy of zero tolerance of 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 Union and Employer view harassment.
- b) incidents are investigated promptly, objectively and in a sensitive, confidential manner.
- c) the necessary corrective action is taken
- d) 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.

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 implement a policy in consultation with the Union, to address violence in the workplace with a view to prevention and reduction of the causal factors of violence and promotion of a safe violent free working environment.

Violence shall be defined as any incident in which an Employee is physically, or verbally abused, or assaulted during the course of his/her employment.

## **ARTICLE 7 - UNION SECURITY AND CHECK OFF OF UNION DUES**

### **7.01 Union Membership**

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

### **7.02 Dues Check-Off**

The Employer shall deduct initiation fees, assessments and monthly dues from the earnings of each Employee in accordance with the procedure designated by the Union. Such deductions shall be assessed from **date** of employment and remitted to the person designated by the Union **on** or before the tenth day of the month following the month in which the deductions were made, accompanied by a list in duplicate of names, changes in addresses, regular earnings, hours actually worked and amounts deducted.

The Union shall notify the Employer, in writing, of the amount of dues **to be** deducted from the Employees' wages not less than **two weeks before** the effective date.

A Union member temporarily assigned to an **out-of-scope** position will continue to pay **Union** dues based on their rate of pay in their last in-scope position.

### **7.03 Dues Authorization**

The Union shall furnish the Employer with dues authorizations cards. The Employer agrees to have all new Employees sign the dues authorization cards within thirty (30) days of commencement of employment.

### **7.04 Dues Receipts**

**The** Employer agrees to record all Union dues paid in the previous year on the Employee's income **tax** (T4) slips.

### **7.05 Statement of Staff Changes**

(a) **A** monthly statement listing appointments, promotions, demotions, separations with the date of termination, hirings and appointments shall be sent to the Secretary-Treasurer of the Union.

(b) **A** list of all new hires will be submitted to the Union on a **bi-weekly** basis.

### **7.06 New Employees**

**The** Employer agrees to acquaint new Employees with the fact that **a** collective agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

### **7.07 Introduction to Union Steward**

**On** commencing employment, the Employee shall be introduced to the Union steward or representative, within regular working hours, without loss of pay or benefits. The representative will provide the Employee with a copy of the collective agreement, and other pertinent information.

### **7.08 Organizational Charts**

(a) The Employer agrees to provide a copy of the **an** up-to-date organizational chart to the Union including members of joint committees.

(b) **The Union** shall supply the Employer with an up-to-date list of representatives, officers, stewards and members of joint committees.

## **ARTICLE 8 - EMPLOYEE PERFORMANCE**

### **8.01 Employee Performance Review**

When a review of an Employee's work performance is made, the Employee concerned shall be given the opportunity to read such review. The Employee shall be required to sign an acknowledgement that they have been given an opportunity to read the performance review and shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the review.

However, the Employee shall have the right to respond in writing to such review within fourteen (14) days and such response shall become part of the record.

### **8.02 Files**

Upon prior arrangement with administration, employment records with the exception of pre-employment personal references contained therein, shall be available for inspection by the Employee and with the Employee's approval, by the Union on behalf of an Employee during normal Personnel Office hours. An Employee will have the right to make copies of any material excluding pre-employment personal references, in their personnel record.

### **8.03 Presence of a Shop Steward**

Where the Employer considers an Employee's conduct to warrant disciplinary action (dismissal, suspension, verbal or written reprimand) a shop steward or representative shall be in attendance at such meeting.

### **8.04 Documentation of Disciplinary Action**

- (a) When an Employee is dismissed, demoted, reprimanded, suspended, or reverted to their former position, the Employer shall advise the Employee in writing of the reasons for the action taken and a copy shall be submitted to the Union at that time.
- (b) If the Employee concerned wishes to respond they may do so in writing and such response will become a part of the documentation.
- (c) Documentation of disciplinary action shall be removed from the Employee's file provided there has been no further discipline of a similar nature rendered within three (3) years of the initial discipline.



## ARTICLE 9 - DISPUTE RESOLUTION PROCESS

### 9.01 Definition of a Grievance

- a) a grievance shall be defined as any difference or dispute between the Employer and any ~~Employee(s)~~, or the Union;
- b) where a dispute involves a question of a general application or interpretation which affects Employees of more than one department, the Union or the Employer may ~~by-pass~~ Article 9.05 and commence with 9.06.

### 9.02 Grievance Committee & Employer Designates

The Union shall submit, in writing to the Employer, the names of the members of its Grievance Committee, the Union Stewards, and of any subsequent changes. The Employer shall submit, in writing ~~to~~ the Union, the names of the supervisory officials designated to deal with grievances and of any subsequent changes.

### 9.03 Permission to Leave Work

- (a) Employee

Any Employee who feels they have been aggrieved may request permission from their supervisor or designate to leave ~~work~~ temporarily, in order to discuss the complaint with a Union representative within the facility or agency, and neither the Employee nor the ~~Union~~ representative shall suffer loss of pay. Suitable arrangements for an appropriate time and location for such discussions must be made with the supervisor or designate concerned. Such discussions shall take place as soon as reasonably possible.

- (b) Shop Steward

The Employer agrees that one (1) steward or elected officer of the Union ~~may~~ leave assigned duties temporarily in order to discuss matters covered by the grievance ~~provisions~~ or relating to same with the Employer and that such steward shall not suffer any loss in pay for the time ~~so~~ spent. Such steward or elected officer and the ~~supervisor~~ or designate must make suitable arrangements for an appropriate time and location for such discussions.

### 9.04 Informal Discussion

It is understood that before a grievance ~~is~~ submitted at the First Step the Union shall attempt ~~to~~ resolve the dispute through ~~discussion~~ with their immediate ~~out of scope~~ supervisor. The discussion shall take place within fourteen (14) calendar days of discovery of cause for complaint. If the matter is not settled to the Union's satisfaction, the Union may proceed to the First Step of the grievance procedure.

**9.05** First Step • Grievance to Supervisor or Designate

Failing resolution of the difference through informal discussion, the Union may, within fourteen **(14)** days of the informal discussion in Article 9.04 submit a written and signed grievance to the supervisor or designate or level of management appointed by the Employer setting out the following:

- (a) The nature of the grievance and the circumstances out of which it arose;
- (b)** The remedy or correction the Employer is required to make.

The Supervisor or designate shall discuss the grievance with the steward, officer or grievance committee member within ten **(10)** days of receipt of the grievance and shall render a written decision within ten (10) days of the discussion.

**9.06** Suspension and/or Dismissal

Grievances arising from suspension and/or dismissal shall be initiated at the Second Step and shall be processed in accordance with the procedures outlined above.

**9.07** Second Step • Grievance to Employer Designate

Failing satisfactory resolution of the grievance at the First Step, the steward, officer or grievance committee member shall refer the matter to the Employer designate, in writing, within ten (10) days of having received the decision of the supervisor or designate,

The Employer designate shall discuss the grievance with the steward, officer or grievance committee member within ten (10) days of receipt of the grievance and shall render a written decision within ten (10) days of the discussion.

**9.08** Third Step • Grievance to Employer Grievance Committee

Failing satisfactory resolution of the grievance at the Second Step, the steward, officer or grievance committee member shall refer the matter to the Employer grievance committee, within ten (10) days of having received the decision of the Employer designate.

The Employer Grievance Committee shall meet within ten (10) days of receipt of the grievance with representatives of the Union, and shall render a written decision within ten (10) days of the discussion.

The Employer agrees to pay all necessary and reasonable travel expenses for not more than two **(2)** members of the Local of the Union for the purpose of attending any meeting connected with the Second or Third Step which has been called by the Employer outside such members normal place of work.

**9.09 Procedural Orderliness**

It is the desire of both the Union and the Employer 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 time limits established herein are for the sake of procedural orderliness and are to be adhered to.

Should either the Union or the Employer fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

**9.10 Extension of Time Limits**

The time limits set out above may be extended by the consent of the Employer and the Union.

**9.11 Alternate Dispute Resolution**

The Union and Employer may agree to the Grievance Mediation process or any other dispute resolution mechanism with a view to resolving the dispute.

**9.12 Referral to Arbitration**

Failing satisfactory settlement of the Grievance at the Third Step, the matter may be referred to Arbitration by either the Union or the Employer within twenty-eight (28) calendar days, provided that if it is not so referred, the grievance shall be deemed to be settled.

**ARTICLE 10 • ARBITRATION**

**10.01 Board of Arbitration**

Where a grievance is referred to arbitration, the Union and Employer may firstly attempt to agree to a single Arbitrator. In the event that the Union and the Employer are unable to agree to a single Arbitrator, a Board of Arbitration shall be established in accordance with the Trade Union Act.

**10.02 Certain Rules and Procedures Applying**

The rules and procedures set forth in the Trade Union Act shall apply to any arbitration proceedings under this Agreement as though the Arbitrator were an Arbitration Board.

### **10.03 Decision**

The decision of the Arbitrator or Arbitration Board as the case may be, shall be final and binding on the parties, and there shall be no lockout by the Employer and no stoppage of work by the Union because of the grievance being arbitrated.

### **10.04 Expenses of Arbitration**

a) **The Board:**

The Union and the Employer shall pay the fees and expenses of its nominee and one-half (½) of the fees and expenses of the Chairperson.

b) **Arbitration Witnesses:**

In the event an Employee is called as a witness before an Arbitration Board, leave and expenses shall be applicable as follows:

1. If called by the Employer, leave without loss of pay and expenses paid by the Employer,
2. If called by the Union, leave without loss of pay and expenses paid by the Union.
3. If called by the Board, leave without loss of pay and expenses shared equally by the Union and the Employer.
4. If a witness is subpoenaed, the party requesting the subpoena shall be deemed to have called the witness.

### **10.05 Powers of the Board**

In the absence of any stipulation to the contrary contained in this Agreement, the Arbitrator ~~or~~ Arbitration Board, as the case may be, shall, in making a decision, give effective recognition to what is **just** and reasonable in the circumstances of the case and shall consider the interest of both the Union and the Employer in rendering its decision.

The Arbitrator or Arbitration Board shall **not** have the authority to add to or subtract from ~~or~~ amend any of the provisions of this Agreement.

## **ARTICLE 11 • SENIORITY**

### **11.01 Accumulation of Seniority**

Seniority shall be defined as the length of an Employee's service in the bargaining unit, Seniority shall be accumulated in hours calculated from the date the Employee last entered the service of the Employer. **An** Employee shall earn seniority for:

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- a) all actual hours worked excluding overtime;
- b) vacation (or vacation payout converted to hours);
- c) Statutory Holidays (or Statutory hours converted to hours);
- d) all paid leaves;
- e) any authorized unpaid leave up to six (6) months at one time;
- f) consecutive time off while receiving benefits under the Workers' Compensation Act to a maximum of two (2) years;
- g) leave granted under Article 17.02 - Union Leave;
- h) maternity leave;
- i) parental leave;
- j) adoption leave;
- k) consecutive time off while receiving benefits under the Disability Income Plan for a maximum of two (2) years and one hundred and nineteen (119) calendar days; and
- l) leave granted for a Union position under Article 17.03 - Leave for a Union Position not to exceed one (1) year;
- m) leave granted for education.
- n) working in a temporary out of scope position with the Employer, not to exceed twelve (12) months unless extended by mutual agreement between the Union and Employer.

In the case of part-time and relief Employees on maternity, adoption, parental leave workers compensation or disability income plan leave, seniority shall accrue based on the following formula:

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$$\frac{\text{Hours of seniority accumulated}}{\text{previous 52 weeks}} = \text{seniority hours per week of leave}$$

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**11.02 Maintenance of Seniority**

Subject to Article 11.01 & 11.03 an Employee shall maintain accumulated seniority. At no time should any Employee earn more seniority than the normal full-time hours in any given calendar year.

**11.03 Loss of Seniority**

An Employee shall lose all entitled seniority and shall be deemed to have terminated employment if in fact the Employee:

- a) is discharged for just cause and is not reinstated;
- b) Voluntarily terminates the employ of the Employer;

- c) Failure to return to **work** immediately following the termination of a leave of absence or within ten days from notification by the Employer to return to work following a lay-off, unless, in either case the Employee can **show** a justifiable reason for failure to report to work.
- d) is continuously laid-off in excess of three (3) years. Upon expiration of the lay-off period the Employer has the right to choose **to** employ the Employee in a relief/casual capacity;
- e) fills a permanent out of scope position and successfully completes the probationary period;
- f) is a Relief Employee and has not worked for a period of one hundred and twenty (**120**) calendar days as computed from their last shift of work, exclusive of approved absences.

#### **11.04 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced and the hours accrued. **An** up-to-date seniority list shall be posted by March **1st** and September **1st** of each year and two (**2**) copies will be sent to the Union. Such lists shall be posted in places accessible to all Employees and shall be open to protest for a period of thirty (30) days **from** date of posting. On presentation by a Union Steward of proof of error a correction shall be made immediately. Copies of the corrected seniority list shall be sent **to** the Union.

#### **11.05 Bargaining Unit Seniority**

Bargaining unit seniority shall be defined **as** the total seniority accumulated in accordance with Article **11.01** in any single CUPE bargaining unit.

#### **11.06 Employer Seniority**

Employer seniority shall be defined as the total seniority accumulated in accordance with Article **11.01** by an Employee within all CUPE bargaining units of the Employer.

#### **11.07 District Seniority**

District seniority shall be defined as the total seniority accumulated in accordance with Article **11.01** by an Employee within all CUPE bargaining units within the Health District.

## ARTICLE 12 - CLASSIFICATIONS, VACANCIES & NEW POSITIONS

### 12.01 - Classifications

#### a) New Classifications

The Employer shall give written notice to the Union of the intent to implement a new classification and a wage structure. If the Union does not object to the classification and/or wage structure established by the Employer within thirty (30) days of receiving written notice from the Employer the new classification and wage structure shall be put into effect and not be subject to further challenge by the Union.

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1/2  
If the Union objects to the classification and/or wage structure within the above stated thirty (30) day period negotiations shall commence with respect to the introduction of the new classification. Where the Union and Employer cannot reach agreement, either the Union or the Employer may refer the matter to Article 10 - Arbitration or a mutually agreed upon adjudication process.

If agreement on a classification and/or wage structure is not reached and in order to avoid delay in filling the vacancy(s), the Employer may post the position(s) at a pay grade which is lower of the proposed pay grades advanced by each party and Employees may be hired at any rate within such pay grade. The classification and rate of pay, when finally determined, shall be retroactive to the date of implementation of the new classification with respect to any Employee performing the work at the lower rate, except in the case of the provincial job evaluation process.

#### (b) Changes to Existing Classifications/Positions

- Where the Employer:
  - (i) makes a substantive change to the nature of the job duties; or
  - (ii) makes a change in qualifications of any existing classification; or
  - (iii) requires the reclassification of a position;

the Employer shall give written notice to the Union of the intent to change an existing classification/position. If the Union does not object to the classification and wage structure established by the Employer within thirty (30) days of receiving written notice from the Employer, the new classification and wage structure shall be put into effect and not be subject to further challenge by the Union.

Where the Employee considers the nature of their job duties have changed substantially, the Union may indicate to the Employer, in writing, a request that the Employer review the circumstances. The Employer shall provide to the Union their decision, in writing, within thirty (30) days.

Where the Union and Employer cannot reach agreement, either party may refer the matter to Arbitration, in accordance with Article 10 - Arbitration, or to the Saskatchewan Labour Relations Board (if applicable) or a mutually agreed upon adjudication process.

In the event the Employee(s) does not possess the necessary qualifications, the Union and Employer to this agreement shall meet to determine alternatives.

The classification and wage structure as finally determined shall be retroactive to the date of the reclassification request, except in the case of the provincial job evaluation process.

## 12.02 Job Postings

When:

- a) a vacancy is to be filled, or
- b) a new position is created

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the Employer shall post notice of the position on designated bulletin board(s) for a minimum of seven (7) days, so that all Employees may make written application within the posted period. A vacancy may be posted simultaneously in all bargaining units within the Health District. A copy of the posting shall be forwarded to the Secretary of the Union. The Employer shall provide to the Union a list of all applicants for each posting and shall notify the Union of the successful applicant for each posting.

In the event the Employer determines a vacancy will not be filled, the Union shall be notified.

## 12.03 Information In Job Postings

Job postings shall include:

- a) - job classification and status,
- required qualifications,
- pay grade,
- number of hours of work per rotation for part time,
- whether the position is district wide and the home bargaining unit (if applicable)
- facility(s)/agency(s)
- date of posting, and
- access to job description



- b) For **informational** purposes only, the following shall be included and it is recognized that these conditions may be subject to change:
  - shifts (days, evenings, nights), including actual hours, and
  - probable date of commencement of the position,
- c) All part-time positions, as defined in Definitions - Part Time Employee shall be confirmed in writing by a letter of appointment.

The letter shall contain the following information:

- i) job classification;
- ii) number of hours of work per rotation;
- iii) after discussion with the Employee, reference to their availability for relief work.

The Employer will provide part-time employees with Letters of Appointment within 60 days of signing the Collective Agreement.

#### **12.04 Filling of Vacancies or Creating New Positions**

2)  
a/b)

When filling vacancies, or creating new positions appointments shall be made on the basis of seniority, qualifications and ability sufficient to perform the duties required for the position to be filled.

Except in extenuating circumstances, appointments shall be made within three (3) weeks of the closing date of the posting. The name of the successful applicant will be posted on designated bulletin boards for a minimum of one (1) week. Whenever possible, an Employee selected **from** the posting procedure shall commence the job within three (3) weeks of being appointed.

##### (a) Bargaining Unit Vacancies:

- ✓ (i) The Employer will give preference to applicants from within the bargaining unit where the vacancy exists, Article 11.05 - Bargaining unit seniority shall apply.
- (ii) Second preference shall be given to applicants from other CUPE bargaining units who are Employees within the Health District. Article 11.07 -District Seniority shall apply.

##### (b) Notwithstanding the above, In the Regina Health District vacancies not filled within the Bargaining unit in accordance with Article 12.04 (a)(i) shall be filled as follows:

Regina District Health Board

- i) First preference shall be given to CUPE members who are Employees of the Regina District Health Board (Article 11.06 - Employer Seniority shall apply).
- ii) Second preference shall be given to Employees on the Regina District Health Board recall list.
- iii) Third preference shall be given to other Employees of the Regina District Health Board whose Union(s) have signed the Transfer/Merger Letter of Understanding with the Regina District Health Board.
- iv) Fourth preference shall be given to CUPE members employed with affiliated Employers in the Regina Health District (Article 11.07 - District Seniority shall apply).

All other Employers within the Regina Health District:

- i) First preference shall be given to applicants from other CUPE bargaining units within the Health District (Article 11.07 - District Seniority shall apply).

**12.05 Newly Created Positions in Multi Bargaining Units:**

Where the Employer creates a position that requires an Employee to provide service in more than one CUPE bargaining unit of the Employer, the Employer and the CUPE bargaining units shall meet to determine in which CUPE bargaining unit the position will be based for the purposes of local membership. The Employer shall post the position in all CUPE bargaining units of the Employer. Article 11.06 - Employer Seniority shall apply. Should the vacancy not be filled as above the position shall be filled in accordance with either 12.04 (a)(ii) or (b).

**12.06 Probation Period for New Employees:**

Newly hired Employee(s) shall be on probation for a period of ~~sixty~~ (60) shifts worked or ~~six~~ (6) calendar months, whichever first occurs from the date the Employee commences work.

1.  
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By mutual agreement of the Union and Employer an extension may be granted. The circumstances warranting the extension, the improvements expected by the Employer and the duration of the probationary extension must be communicated to the Employee.

During the probationary period Employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge only for reasons of general unsuitability. The Union shall be notified in writing, of all such dismissals within seven (7) days.

While on probation the Employee shall not accumulate seniority. However, upon completion of the probationary period seniority shall be effective retroactive to the last date of employment.

### **12.07 Temporary Vacancies**

When the Employer determines that a temporary vacancy of a duration of one hundred and twenty (120) calendar days or longer is to be filled, the vacancy shall be posted and filled in accordance with Article **12.02, 12.03** and **12.04** subject to the following:

1. One (1) additional posting shall be required for the position of the Employee transferred as a result of the original posting. Subsequent vacancies shall be assigned in Accordance with Article 16.05 - Part Time/Relief Employees Assignment of Relief Work,
2. When the temporary vacancy becomes redundant, the Employee shall be returned to their original position. Article 16.14 - Posting Work Schedules shall not apply to any Employee affected.
3. If an individual is hired, ~~from~~ outside the bargaining unit, for the temporary vacancy, the Employee shall be deemed terminated, when the temporary **vacancy** becomes redundant.
4. The Employer agrees to review with the Union, all temporary vacancies which exceed one (1) year in duration on a semi-annual basis to determine if the position should be posted as per Article **12.04**. **No** temporary vacancy shall exceed two (2) years and one hundred and nineteen (119) calendar days without the mutual agreement of the Union and the Employer.
5. Should the temporary vacancy become permanent, it shall be posted and filled in accordance with Article **12.04**.
6. **A** temporary vacancy exceeding two (2) years and one hundred and nineteen (119) calendar days may be posted in accordance with Article **24.07** - Return to Work.
7. **An** Employee filling a temporary vacancy shall be eligible to apply for another temporary vacancy that would result in the Employee obtaining a position with a greater number of hours per rotation or an increase in the rate of pay. The resulting vacancy will not be posted and will be filled in accordance with Article 16.05 - Part-Time Relief Employees - Assignment of Relief **Work**.

This provision shall not preclude an Employee from filling two **(2)** temporary vacancies where there are no scheduling conflicts. In no case is the Employer obligated to change the schedules of either vacancy.

#### **12.08 Trial Period**

Employees who are reclassified, transferred, promoted or who successfully apply for a temporary vacancy, shall be considered on trial in their new position for forty (40) shifts worked or four **(4)** months whichever **occurs** first, following their date of appointment to their new position. During this trial period, the Employee may be returned to their original position, if not considered capable, or may request to be returned to their originally held position, without loss of seniority and at their former rate of pay. By mutual agreement of the Union and the Employer an extension **may** be granted. The circumstances warranting the extension, the improvement expected by the Employer and the duration of the trial period extension must be communicated to the Employee.

#### **12.09 Pay Upon Promotion**

The hourly rate of an Employee promoted to a higher classification shall be advanced to that hourly rate in the new pay grade which **is** next higher than the current hourly rate or to the hourly rate which is next higher again if the initial advance of the hourly rate is less than the Employee's next normal annual increment in the old pay grade.

#### **12.10 Performing Duties at a Higher Paid Classification**

- a) Where the Employer determines that work of a higher paid classification is necessary, the Employer shall make every reasonable effort **to** allocate that assignment to existing Employees in that department based on seniority, qualifications and ability sufficient to perform the duties of the position to be filled.
- b) **An** Employee temporarily assigned to perform duties in accordance with (a) above, shall be advanced in the higher pay grade to that step in the salary scale which **is** next higher than the current salary rate, for all hours **so worked** in the higher classification.
- c) **An** Employee assigned to relieve in an out-of-scope classification shall receive an additional **thirty-five (35)** cents per hour, or such higher amount **as** may be determined **by** the Employer. The Employee shall be deemed to be within the scope of the bargaining unit during the relief period.

#### **12.11 Performing Duties of Lower Paid Classification**

**An** Employee temporarily assigned to perform duties of a lower paid classification or position, shall not suffer any reduction in earnings.

**12.12 Lateral Transfers within the Same Pay Grade**

Upon transfer to a position with the same range of pay, the Employee shall retain the same rate of pay and increment date held in their former position.

**12.13 Pay Upon Demotion**

When an Employee is demoted, the Employee's anniversary date shall not change, but the rate of pay shall be reduced to the rate of pay in the new classification which is next below the Employee's present rate of pay.

**12.14 Return to a Previous Held Position**

**An** Employee ~~who~~ returns to a position which was previously held shall be paid at the step in the range at which the Employee was being paid when last occupying that position.

**12.15 Request for Transfer**

- a). Employees on approved leave shall indicate, in writing, the positions they wish to be considered for should a vacancy arise. Should any of these positions become vacant, the Employees' name will automatically be entered with the names of other applicants ~~from~~ within the bargaining unit. The position will **be** filled in accordance with Article 12.04.
  
- b)
  - i) Employees wishing to be reassigned within their own department shall present the request, in writing, to the Personnel Department or designated alternate.
  
  - ii) The request for transfer shall be given consideration when a vacancy **occurs** and shall remain effective for three (3) **months**. The foregoing shall not apply where vacancies and new positions are posted by Departmental unit,

**12.16 Transfer ~~from~~ Full Time or Part Time to Relief**

Upon mutual agreement between the Employer and the Union, Employees wishing to transfer from **full time** or part time employment to relief (casual) employment shall be allowed **to** do so without severing their employment with the Employer. Employees shall retain and accrue seniority rights and accumulated benefits (subject **to** terms of plan documents).

## ARTICLE 13 LAYOFFS AND RE-EMPLOYMENT

### 13.01 Discussion of Implementation

In the event the Employer is considering changes which will result in the lay-off of Employees, the Employer will notify the Union at least fourteen (14) calendar days in advance of issuing lay-off notices to Employees.

The Employer and the Union shall meet to discuss measures to minimize the impact of displacement, deal with particular operational considerations and the seniority rights of the Employees.

### 13.02 Layoff Defined

A layoff shall be defined as an Employer initiated reduction in the workforce, a reduction in the hours of work of a full time Employee or the reduction in the hours identified in a part time Employee's Letter of Appointment.

### 13.03 Role of Seniority In Layoffs

Employees' seniority, for the purpose of lay-off or displacement, shall be the seniority effective the date that notice is issued to the Union in accordance with Article 13.01. An up-to-date seniority list shall be made available to the Union and shall be made accessible to the Employees.

When reducing staff, senior Employees, subject to their qualifications, and ability being sufficient to perform the duties required for the position to be filled, shall be retained.

### 13.04 Notice of Layoff

Notice of lay-off shall be in accordance with the Labour Standards Act provided, however, that the minimum amount of notice shall be four (4) weeks.

If the Employee laid off has not had the opportunity to work his scheduled shifts during the notice period, the Employee shall be paid in lieu of those scheduled shifts not worked. If regular duties are unavailable the Employer may assign duties other than those normally connected with the classification in question.

After the Employee has received lay-off or the displacement notice, the Employer and the Union shall, in order of seniority, arrange a private interview in the presence of a shop steward with each Employee to explain the various alternatives and the Employee shall elect one of the following:

- a) to exercise their seniority rights in accordance with Article 13.06;

- b) to accept the reduced hours of work (if applicable);
- c) to accept lay-off and be placed on recall;
- d) to accept a vacant position in accordance with Article 13.05;
- e) to resign employment with the Employer;
- f) to retire (if applicable).

In the event the Employer abolishes a position permanently and has not offered reduced hours as per (b) above, the Employee directly affected may at the time of lay-off elect to terminate employment and receive severance pay in the amount of

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312  
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—  
94

$$5 \text{ days} \times \frac{\text{Seniority Hours full prescribed hours per year}}{32/01} \times \text{the Employee's current rate of pay} = \text{Severance}$$

The Employee will be provided with reasonable and sufficient information which will include work schedules in effect at that time, job descriptions, work site tours and meetings with the Department Head or designate, if required. The Employee shall have a Union representative present. Provided that all alternatives have been explained the Employee will have up to seventy-two (72) hours from the conclusion of the meeting (exclusive of weekends and Statutory Holidays) to make an election. This period may be extended by mutual agreement.

Employees who do not elect one of the above options within seventy-two (72) hours will be automatically laid off and placed on re-employment in accordance with Article 13.07.

Every reasonable effort will be made to contact an Employee regarding their options, however, in the event the Employer is unable to contact a laid off or displaced Employee, Union and Management shall meet to discuss a mutually agreeable resolution to the matter. If there is not mutual agreement, the Employer shall proceed with the lay-off procedure and place the Employee in an appropriate position. A mutually agreeable or Employer initiated placement will replace the Employee's right to exercise their seniority displacement rights.

Notice of Layoff for Employees in Temporary Positions:


- i) In the event an employee is filling a temporary position when the employee's permanent position is abolished or reduced, the employee will be issued a lay-off notice and will have access to the provisions of Article 13.
- ii) In the event an Employee reverts back during a trial period to a position which has been affected as defined in Article 13.02, the Employee will be issued a layoff notice at the time of the reversion and will have access to the provisions of Article 13.

### 13.05 Vacancy Placement

Prior to placement which would result in the displacement of a junior Employee, the Employee may have the option to be placed by mutual agreement between Union and Management, into a vacant position for which they are qualified to perform the duties required.

### 13.06 Displacement of Employees

Laid off or displaced Employees may exercise seniority, subject to their qualifications and ability being sufficient to perform the duties required for the position to be filled, into a higher paid classification, a lower paid classification, or same paid classification subject to the following:

- (a) Employees shall choose a classification in a department of their choice (including departmental unit if vacancies and new positions are posted by departmental unit) in which they wish to exercise their seniority;
- (b) Employees shall choose to exercise their seniority into either a full-time or part-time position within the classification specified in a) above. 
- (c) The Employee shall displace the least senior full-time Employee in the classification or the least senior part-time Employee whose number of hours of work contained in their letter of appointment most closely approximates the number of hours of work the Employee has chosen. Upon completion of the displacement process, the Employees may request an assignment within their department or classification as per Article 12.15 (b)(i) - Request for Transfer. The supervisor shall assign rotations on the basis of seniority as per the requests.
- (d) Where the person bumping has been regularly scheduled on a continuing basis to work a twelve (12) hour shift and holds greater seniority, the Employee may choose to displace the least senior Employee in the classification who is working a twelve (12) hour schedule in that classification. Where the person bumping has been regularly scheduled on a continuing basis to work an eight (8) hour shift and holds greater seniority, the Employee may choose to displace the least senior Employee in the same classification who is working an eight (8) hour schedule in that classification.

### 13.07 Re-Employment

Laid off Employees shall be subject to the following in respect to re-employment;

- (a) Employees shall be counselled by the Employer in the presence of a Union Representative. Employees may choose any or all of the following re-employment options:



27d  
/

- i) Laid ~~off~~ Employees shall indicate, in ~~writing~~, the positions they wish to **be considered** for should a vacancy **arise**. Should **any** of these positions become vacant, the Employee's name will automatically be entered with the names of other applicants from within the bargaining unit. The position will be filled in accordance with Article 12 - Classifications, Vacancies and New Positions.
  - ii) The Employee shall remain on lay-off and may elect to work in relief or temporary positions, if available, in which they have the qualifications, and ability to perform the duties required for the position to be filled, without prejudicing their right to re-employment.
- (b) If a laid off Employee is successful in their application to a posted position in i) above, they shall report for duty as specified in the letter of offer sent by registered mail to the Employee's last known address, within ten (10) calendar days of being notified by the Employer that they have been awarded the position. Failure to report for duty within this period will automatically cancel the awarding of the position to the Employee. The Employee will remain on lay-off status subject to Article 11.03 (c) and/or (d) - Loss of Seniority. The Employer will then award the position to the next qualified applicant (as per Article 12.04 - Filling of Vacancies or Creating New Positions). If the next or subsequent successful applicants are also on lay-off, this clause **will** continue to apply until the position has been filled.
- (c) If a laid off Employee is awarded a posted position through the application of this article, they shall only be allowed two occasions in which to decline a position or fail to respond to an offer of employment. If the Employee again fails to respond to a third offer of employment or declines the awarding of the position on a third occasion by failing to report for duty within ten (10) calendar days of being notified they have been awarded the position, the Employee shall lose all seniority as per Article 11.03 (c) - Loss of Seniority and be terminated. It is understood that the ten (10) calendar day period referred to in this article shall constitute that ten (10) calendar days notification by the Employer to return to work incorporated in Article 11.03 (c) - Loss of Seniority.
- (d) It shall be the responsibility of all Employees, including those laid off, to keep the Employer advised of their current address and telephone number.

**13.08 Trial Periods Upon Re-employment**

Employees who are re-employed from lay-off shall be considered on trial in accordance with Article 12.08 - Trial Period. If they are deemed to be unsatisfactory within this period of time, or so request, they will be returned to lay-off without further recourse to the bumping procedures.

Accumulated time on lay-off shall not exceed a period of three (3) years in total, as per Article 11.03 (d) - Loss of Seniority.

**13.09 Salary Rate**

An Employee who displaces or is re-employed after a lay-off, shall be paid in accordance with Articles 12.12 - Lateral Transfers Within the Same Pay Grade, 12.09 - Pay upon Promotion and 12.13 - Pay Upon Demotion or 12.14 - Return to a Previous Held Position. When an Employee is re-employed after lay-off, the Employee will retain his or her accumulated sick leave credits, if any, and service towards calculation of vacation existing at such time of lay-off, if recalled within a three (3) year period.

**13.10 Grievances**

Grievances concerning lay-off and recall shall be initiated at Step two (2) of the Dispute Resolution process.

**ARTICLE 14 • STATUTORY HOLIDAYS**

**14.01 Statutory Holidays**

The Employer recognizes the following as Statutory Holidays:

- |                  |                  |
|------------------|------------------|
| New Years Day    | Labour Day       |
| Good Friday      | Thanksgiving Day |
| Easter Monday    | Remembrance Day  |
| Victoria Day     | Christmas Day    |
| Canada Day       | Boxing Day       |
| Saskatchewan Day |                  |

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and any other day proclaimed as a Statutory Holiday by the Federal, Provincial or Municipal Government. A civically declared Statutory Holiday in lieu of any of the above named holidays shall not be considered as a Statutory Holiday.

**14.02 Christmas or New Years Day Off**

Insofar as the regular operation of the Employer permits, an Employee shall have either Christmas Day or New Year's Day off.

**14.03 Pay on a Statutory Holiday**

Except as otherwise provided in this agreement:

- a) a full time Employee who works on the above Statutory Holidays shall as per past practice:

- i) receive pay at the rate of one and one-half (1½) times their regular rate of pay and another day off with pay within four (4) weeks before or after the Statutory Holiday occurs, or
  - ii) if mutually agreed between the Employee and the Employer, receive pay at the rate of two and one half (2½) times the regular rate of pay.
- b) a full time Employee who does not work on the above Statutory Holidays shall receive pay equal to one (1) regular days pay.
  - c) All other Employees who work on the above Statutory Holidays shall receive pay at the rate of one and one-half times (1½) their regular rate of pay and Statutory Holiday pay in accordance with the formula in d) below.
- / (d) All other Employees who do not work on the above Statutory Holidays shall receive Statutory Holiday pay based on the following formula:

Special Care Homes

$$(i) \frac{\text{Number of paid hours in the immediately preceding four (4) week period}}{150} \times 7.5 \times \text{Hourly Rate of Pay}$$

= Statutory Holiday Pay

Acute and Community Health Division

$$(ii) \frac{\text{Number of paid hours in the immediately Preceding four weeks}}{149.9} \times 8 \times \text{Hourly Rate of Pay}$$

= Statutory Holiday Pay

**14.04 Compensation for Statutory Holiday Falling on a Scheduled Day Off**

When a Statutory Holiday falls on a full time Employee's scheduled day off, the Employee shall have an additional day off with pay within four weeks before or after the Statutory Holiday occurs or as per past practice one additional regular days pay as per Article 14.03(b). Such time off will be taken at a mutually agreed time.

#### **14.05 Overtime on a Statutory Holiday**

If an Employee is required to **work** in excess of the regular hours of work on the day of a Statutory Holiday, such overtime hours shall be paid at two **(2)** times the regular rate of pay.

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### **ARTICLE 15 • ANNUAL VACATION**

#### **15.01 Annual Vacation**

**All** Employees shall be entitled to:

- a) time off for annual vacation of **3, 4, 5** or 6 weeks dependent upon the Employees continuous employment; and
- b) vacation pay calculated in accordance with Article 15.04 and 15.05.

#### **15.02 Time Off for Annual Vacation**

**As** of the first day of the current vacation year Employees continuously employed for:

- a) less than five **(5)** years are entitled to three (3) weeks time off for annual vacation;
- b) five **(5)** years or more but less than sixteen (16) years are entitled to four **(4)** weeks off for annual vacation;
- c) sixteen (16) years or more but less than ~~twenty-nine~~ (29) years are entitled to five **(5)** weeks off for annual vacation;
- d) ~~twentynine~~ **(29)** years or more are entitled to ~~six~~ **(6)** weeks time off for annual vacation.

#### **15.03 Vacation Year**

Vacation year shall remain as per past practice unless mutually agreed otherwise between the Union and the Employers.

Applicable to Acute Care

"Vacation Year" means the **twelve** month period commencing on the first (1st) day of May in each calendar year and concluding on the thirtieth (30th) day of April of the following calendar year, unless alternate dates are mutually agreed between the Union and Employer. Employees shall be entitled to annual vacation credits earned during the calculation period but taken in the following year.

**Applicable to Special Care Homes**

"Vacation Year" means the twelve month period commencing **on** the first (1st) day of January in each calendar year and concluding on the thirty first (**31st**) day of December of the same calendar year, unless alternate dates are mutually agreed **between** the Union and Employer. Employees shall be entitled to annual vacation credits earned during the calculation period but taken In the following year.

**Applicable to Community Health Division**

"Vacation Year" means the twelve month period commencing **on** the first (1st) day of July in each calendar year and concluding on the thirtieth (30th) day of June of the following calendar year, unless alternate dates are mutually agreed between the Union and Employer. Employees shall be entitled to annual vacation credits earned during the calculation ~~period~~ but taken in the following year.

**15.04 Vacation Credits**

All full-time Employees, except **as** otherwise provided in this agreement, shall earn vacation credits on the following basis:

- a) during the first (**1st**) and subsequent years, including the fifth (5th) year of continuous employment, fifteen (**15**) working days per year.
- b) during the sixth (6th) and subsequent years, including the sixteenth (16th) year of continuous employment, twenty (**20**) working **days** per year;
- c) during the seventeenth (17th) and subsequent years, including the twenty-ninth (29th) year of continuous employment, ~~twenty-five~~ (**25**) working days per year;
- d) during the thirtieth (30th) and subsequent years of continuous employment, thirty (30) working days per year.

All other Employees shall ~~earn~~ vacation credits on the following basis:

$$\frac{\text{Paid Hours}}{\text{Full prescribed hours per year}} \times \text{benefit} = \text{vacation credits}$$

Continuous employment shall be calculated from the last time the Employee received an increase in the vacation credit benefit (eg. the date the vacation credit benefit changed from three (3) weeks to four (4) weeks.) For those Special Care Homes formerly following the Collective Agreement for the period January 1, 1989 to December 31, 1991 between Saskatchewan Health-Care Association (Special Care Homes) **and** Canadian Union of Public Employees, the adjusted vacation credit benefit will begin accumulating January 1, 1994. For those Acute Care facilities following the SAHO/CUPE Acute Collective Agreement for the period January 1, 1992 to December 31, 1994, the adjusted

vacation credit benefit will begin accumulating April 1, 1996. For Employees at the Regina Community Health Division, the adjusted vacation credit benefit will begin accumulating April 1, 1996.

#### **15.05 Vacation Pay**

Vacation credits shall be paid out at the Employee's current rate of pay or if greater - 10 years or less of service  $\frac{3}{52}$  of gross annual wages; over 10 years of service  $\frac{4}{52}$  of gross annual wages.

Employees shall receive vacation pay on regular pay days unless otherwise requested.

**An** Employee requesting vacation pay in advance shall receive vacation pay in the fourteen (14) day period immediately preceding the vacation period.

#### **15.06 Posting of Annual Vacation Credits**

Projected accumulated vacation credits for all Employees shall be posted by March 1st of each year, and will be subject to verification in accordance with vacation entitlement determined on a vacation cut-off date in accordance with Article 15.03.

#### **15.07 Posting Vacation Schedule**

**The** Employer shall post notice that Employees may submit annual vacation requests.

Annual vacations shall be regulated on a mutually agreed basis, In cases of disagreement, seniority shall govern in the department. Employees shall indicate their choice by April 15th. However, Employees who do not request annual vacation before April 15th shall forfeit their right to use seniority. After this date, vacation dates shall be governed on a first-come basis.

Vacation schedules shall be posted and confirmed no later than May 1st.

#### **15.08 Unbroken Vacation Period**

**An** Employee shall be entitled to receive vacation in an broken or unbroken period, as mutually agreed upon between the Employee and the Employer.

#### **15.09 Statutory Holidays Within Scheduled Annual Vacation Period**

When a Statutory Holiday falls within an Employee's scheduled vacation period, that day shall be recognized as a Statutory Holiday and the Employee shall be paid in accordance with Article 14.03 - Pay on a Statutory Holiday.

**15.10 Approved Absence During Vacation**

Where in respect of any period of vacation leave, an Employee is:

- a) granted bereavement leave, or
- b) granted ~~sick leave~~ as a result of hospitalization during the scheduled vacation, or,
- (c) granted other approved leave of absence, or
- d) granted sick leave for an illness which would confine the Employee to the residence or to bed rest for a duration of more than four (4) days. A medical certificate substantiating proof of confinement will be required.

The period of vacation so displaced by any of the aforementioned shall either be added to the vacation period requested by the Employee and approved by the Employer or reinstated for use at a later date.

**15.11 Employees Called Back From Vacation**

Employees called back from their vacation, shall be paid at the rate of two (2) times, their regular rate of pay for all hours so worked. Such vacation days so worked shall be re-scheduled,

**15.12 Vacation Pay on Termination**

An Employee leaving the service at any time in the vacation year before the Employee has taken vacation shall be entitled to a proportionate payment of salary in lieu of such earned vacation.

**15.13 Carry Over of Vacation**

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The vacation entitlement contained herein will be taken by all the Employees annually, subject, however, to the provision that the Employees may make application to the Employer for carry over of the entitlement to the following year. Seniority rights for carry over of accumulated vacation may be lost where such vacation would interfere with the normal operation of the facility/agency or the rights of others.

**ARTICLE 16 - HOURS OF WORK**

**16.01 Day Defined:**

For the purpose of this Article, a day shall be any twenty-four (24) hour period calculated from the time that the Employee commences the scheduled shift.

**16.02 Three Week Period Defined:**

The three (3) week period shall ~~mean~~ that period designated by management between midnight on Saturday and midnight ~~on~~ the following third Saturday.

**16.03 Normal Hours of Work**

**a) Acute Care Facilities and Community Health Division**

**(i) Full-time Employees**

- 1) Normal hours of work for full-time Employees shall be one hundred and twelve **(112)** hours in a three (3) week period divided into shifts of eight (8) consecutive hours (exclusive of a specified meal period).
- 2) During each three (3) week period there shall be seven **(7)** regularly scheduled days off, The seventh (7th) day off shall be scheduled in conjunction with days off for statutory holidays.
- 3) **All** hours worked in excess of eight (8) hours per day or one hundred and twelve **(112)** hours in a three (3) week period shall be classed as overtime and paid **at** overtime rates.

**(ii) Part-time/Relief Employees**

- 1) Normal hours of work for part-time/relief(casual) Employees shall be a maximum of one hundred and twelve **(112) hours** in a three (3) week period consisting of no more than eight **(8)** hours in a day (exclusive of a specified meal period).
- 2) During each three (3) week period part-time and relief (casual) Employees shall receive ~~six~~ **(6)** days off.
- 3) All hours worked in excess of eight (8) hours per day or one hundred and twelve **(112)** hours in a three (3) week period shall be classed **as** overtime and paid at overtime rates,

**b) Special Care Homes**

The normal hours of work shall be seven and one-half **(7.5)** hours per day (exclusive of a meal period), and ~~thirty-seven~~ and one-half **(37.5)** hours per week, except that by mutual agreement between the Union and the Employer ~~seventy-five~~ **(75)** hours average Over a two week period may be worked.



#### **16.04 Expanding of Hours**

Applicable to **Acute** Care & Community Health Division

The hours of work of an Employee working less than the normal hours of work per **day** or three (3) week period may be expanded up to the normal hours of work per day or three (3) week period, without the payment of overtime.

By mutual agreement between the Union and the Employer, the hours of work of a position may **be expanded** on a regularly scheduled basis.

Applicable to Special Care Homes

The Hours of work of an Employee working less than the normal **hours** of work per day or week may be expanded up to the normal hours of work per day or week, without the payment of overtime,

By mutual agreement between the Union and the Employer, the Hours of Work of a position may be expanded on a regularly scheduled basis.

#### **16.05 Part-Time/Relief Employees - Assignment of Relief Work**

When the Employer determines that relief **work** is required assignments **will** be made subject to the following conditions:

##### **a) Employee Selected To Provide Relief Work**

The Employer will identify the number of Employees necessary to provide relief work in each department within each facility.

Part-time Employees shall be eligible for relief work **in** their department in their facility, **after** the Employee has worked their regularly scheduled hours.

Employees may indicate in writing to the Employer their desire to perform relief work in another department. Part-time Employees who perform relief **work** in another department will be considered a relief Employee in that department.

The Employer will select relief Employees to each department as required, **on** the basis of seniority, qualifications and ability sufficient to perform the work with availability being the deciding factor. Employees selected shall serve a trial period in accordance with Article 12.08 - Trial Period.

The Employer will give **first** consideration to current Employees prior to hiring from outside the bargaining unit.

Department shall mean the entire department or unit or specialized area dependent upon the organizational structure, as agreed by the Union and the Employer.

**b) Availability For Relief Work**

The Employee shall identify their availability for relief work, on a prescribed form - Pro Forma - Assignment of Relief ~~work~~. The Union shall have access to the prescribed forms. Relief work will be assigned based on the information provided. The onus ~~is~~ on the Employee to communicate any changes to their availability. Employees working in more than one (1) department shall be required to inform their immediate supervisor or designate of their assigned shifts in another department, as soon as the Employee is aware. Employees will be required to inform the immediate supervisor or designate of any potential overtime situations and/or scheduling conflicts.

**(c) Relief Work Inside the Posted and Confirmed Schedule**

Inside the posted and confirmed schedule, the Employer will offer the relief work to Employees on the relief list of that department, in order of seniority, based on their availability. Employees are expected to work their assigned shifts within the posted and confirmed period prior to being offered relief work. Where relief work is assigned ~~seventy-two (72)~~ hours in advance the Employer will offer to reschedule the part-time Employee in order to allow the Employee to work additional hours.

Where relief work needs to be offered within a ~~seventy-two (72)~~ hour period, the Employer shall attempt to contact an Employee once and shall record such calls. A part-time Employee who is working relief, and whose shifts are cancelled shall return to their part-time schedule.

Notwithstanding Article 16.05, the Employer may assign relief work on a daily basis in accordance with Article 16.04 - Expanding of ~~Hours~~ prior to implementing Article 16.05.

**(d) Relief Work Outside the Posted and Confirmed Schedule**

Outside the posted and confirmed schedule the Employer will assign relief work to the most senior Employee, on the relief list of that department. The Employee will work the shifts assigned. Any deviation shall be in accordance with Article 17 - Leave of Absence, Article 16.14 (b)(i) - Deviation from posted and confirmed schedule and 16.14 (c) - Change/Cancel Relief Shifts.

**(e) Failure to Work or Properly Assign Relief Work**

Should an Employee decline a shift or could not be contacted three (3) times in a ninety (90) day period from the last shift worked, or does not perform relief work in accordance with the availability that the Employee has indicated, the Employer will meet with the Employee and the union to resolve the situation.

In the event the Employer fails to assign relief work in accordance with this article, the Employer will meet with the Employee and the union to resolve the situation.

**(f) General Conditions**

Employees scheduled hours of work and their assignment of relief hours will be in accordance with Article 16.03, 16.04 and 16.06;

The Employer will not assign relief ~~work~~ that results in overtime or any additional **costs**, and the **onus** shall be on the Employee **to** identify, if the assignment of relief work will result in overtime under the provisions of Article 16. Should an Employee fail to indicate **an** overtime situation, they will be ineligible for relief for a period **twice** the period of the overtime.

**16.06 Rest Periods Between Shifts:**

The Employer shall provide at least:

- (a) fifteen and one half (**15½**) hours of rest for Acute Care
- (b) fifteen (15) hours of rest for Community Health Division
- (c) sixteen (16) hours of rest for Special Care Homes

between shifts, except as mutually agreed otherwise by the Union and the Employer. Failure to provide this time will result in payment of overtime for any hours worked during such rest period.

**16.07 Rest and Meal Periods:**

- a) One rest period of fifteen (15) minutes shall be scheduled by the Employer for each Employee working a shift of three and one half (3½) hours or more (exclusive of meal period).
- b) Two rest periods of fifteen (**15**) minutes each shall be scheduled by the Employer for each Employee working a shift of at least seven (**7**) hours (exclusive of meal period).
- c) Every effort will be made to grant such rest periods midway between each half shift.
- d) One unpaid meal period of one-half (**½**) hour shall be scheduled for each Employee working a shift of at least five and one-half (**5½**) hours (exclusive of meal period).
- e) Employees unable to take their meal period at the time scheduled, shall be provided time later in the shift for the ~~meal~~ break, or will be paid one-half (**½**) hour at overtime rates,

**16.08 Two Consecutive Days Off:**

Employees shall receive no less than two **(2)** consecutive days ~~off~~, unless single days off are arranged by mutual agreement between the Union and the Employer.

**16.09 Seven Consecutive Work Days:**

Employees shall be scheduled **to work** no more than seven **(7)** days straight unless otherwise mutually agreed between the Union and the Employer,

**16.10 Split Shifts:**

Split shifts shall not be scheduled except by mutual agreement between the Union and the Employer.

**16.11 Time off In Lieu of Overtime**

At the request of the Employee and with the consent of the Employer, the Employee may take time off, calculated at the appropriate overtime rates, in lieu of overtime pay.

**16.12 Overtime Rates of Pay**

a) Overtime on a Regular Day

Subject to Article 16.03, all hours worked in excess of the daily normal full time hours ~~of~~ work shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the first four **(4)** consecutive hours and two **(2)** times the regular rate of pay for hours worked in excess of four **(4)** consecutive hours in that day.

b) Overtime Rate After Midnight

**An** Employee who works overtime between the hours of 2400 and 0700 and where such overtime is continuous with the regular shift shall be paid at the rate of two **(2)** times the regular rate for all overtime hours ~~so~~ worked between 2400 and 0700.

c) Overtime on Day Off

Employees required to work the scheduled day or ~~day(s)~~ off shall receive two **(2)** times their regular rate of pay for ~~such~~ day or ~~day(s)~~ off worked,

**16.13 Overtime Against Wishes**

Employees will not be required to ~~work~~ overtime against their wishes when other qualified Employees within the work unit are willing to ~~perform~~ the required ~~work~~. The Employer reserves the right to assign an Employee to work overtime when required.,

#### **16.14 Posting Work Schedules:**

a) Posting of Work Schedules

Provisional work schedules shall be posted twenty-eight **(28)** calendar days in advance in a place accessible to the Employees. ~~Work~~ schedules shall be confirmed and posted no less than fourteen **(14)** calendar days in advance.

The Employer may establish or amend master schedules, only after consultation between the Union and Employer to this Agreement.

b) Deviation from Posted and Confirmed Schedule

i) Employees exchanging shifts between themselves, subject to the approval of the Employer, which results in deviation from the posted schedule, shall not be subject to the overtime provisions unless overtime would have been paid irrespective of the change.

ii) Deviation from the posted and confirmed schedule shall be only by mutual agreement between the Employer and the Employee affected. If there is no mutual agreement, the Employee shall be paid overtime at the rate of two **(2)** times the rate ~~of~~ pay ~~for~~ the entire shifts ~~so~~ changed,

c) Change/Cancel Relief Employee Shifts

i) The Employer reserves the right to change or cancel a Relief Employee's scheduled shift(s). If such shift(s) are cancelled without forty-eight **(46)** hours notice the Employee shall be paid their regular earnings for any shift(s) cancelled within the forty-eight **(48)** hour period.

ii) Notwithstanding c(i) above, when an Employee returns unexpectedly to work, the Employee scheduled to work the relief assignment shall have their shift cancelled without any notice or any additional cost to the Employer.

#### **16.15 Minimum Report Pay:**

Any Employee reporting for work on scheduled shift shall be paid no less than three (3) hours at the regular rate of pay.

#### **16.16 Shift Premium:**

A shift premium of seventy cents **(70¢)** 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 1500 hours and 0800 hours. Shift premiums shall not apply to overtime hours worked.

**16.17 Weekend Premium:**

All Employees shall have at least one weekend off in every three week period. Those Employees required to work on the third (3rd) Saturday and/or Sunday shall be paid at overtime rates of pay for 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. A weekend shall mean 0001 hours Saturday to 2400 hours Sunday unless otherwise mutually agreed between the Employer and the Union. Notwithstanding the above, part-time and relief Employees may work additional weekends at regular rates of pay upon mutual agreement between the Employer and Employee affected.

A weekend premium of thirty cents (30¢) 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 shift fall between 0001 Saturday and 2400 Sunday. When an Employee is receiving overtime pay, weekend premiums will not apply.

**16.18 Standby Dened:**

Standby assignment shall mean a period during which the Employee is not on regular duty, and must be available to respond without undue delay to any request to return to duty. The duration of stand-by will not be less than eight (8) hours. No Employee will be required to be on standby in excess of 183 calendar days in one calendar year against their wishes.

**16.19 Alternate Arrangements for Standby:**

Employees on standby may make mutual arrangements with other qualified Employees to replace them, provided it is agreed to by the Employer in advance. Employees must advise the Employer of such change.

**16.20 Standby Payments:**

a) Acute Care and Community Wealth Division

A standby payment for standby assignment shall be paid to each Employee so assigned on the following basis:

- i) seventy-three cents (73¢) per hour on a regular working day(s);
- ii) \$1.03 per hour on days off and Statutory Holidays. This payment shall be in addition to any call-back compensation.

b) Special Care Homes

A standby payment for standby assignment shall be paid to each Employee so assigned on the following basis:

- i) sixty-eight cents (68¢) per hour on a regular working day(s);
- ii) ninety-six (96) cents per hour on days off and Statutory Holidays.

However, effective April 1, 1996, standby payments for Special Care Homes shall be paid in accordance with 16.20 (a) above.

**16.21 Call-Back After Completion of Shift:**

48011 Any Employee who is called back to work the same day after having completed the regular work schedule, and having left the Employer's premises, shall be paid for a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the regular rate, provided that if such Employee is called back a second time within two (2) hours of the original call-back, the Employee shall not be paid an additional amount for such call-back.

**16.22 Call-Back After Midnight:**

374 Employees called back between the hours of 2400 midnight and 0700, or on Statutory Holidays or on their scheduled days off shall be paid at the rate of two (2) times the regular rate of pay for all hours so worked with a minimum of two (2) hours. However, should a call-back referred to above commence prior to 2400 hours (midnight) or continue after 0700 hours, such period of time (outside the frame of 2400 or 0700) shall be paid at the applicable rate of pay.

**16.23 Call-Back Transportation**

Employees who are called back to work outside their normal hours of work will use either the taxi company designated by the Employer and will charge the return fare to the Employer, or where Employees are required or choose to use their own mode of transportation, the Employee shall be paid in accordance with 21.07 - Transportation Allowance.

**ARTICLE 17 - LEAVE OF ABSENCE**

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**17.01 General Leave of Absence**

Leave without pay shall be granted to the Employee insofar as the regular operation of the facility or agency will permit, provided the Employee furnishes valid reasons for requiring such leave. Except in extenuating circumstances, all request for a leave of absence must be submitted in writing, at least twenty-one (21) calendar days in advance.

The request for leave of absence shall include the commencement date and the length of the leave.

## 17.02 Union Leave

- a) Insofar as the regular operation of the facility or agency permits, an Employee shall, be granted a leave of absence for the purpose of conducting union business. 6.

Except in extenuating circumstances, all requests **must** be submitted in writing to the designated manager at least four (4) days in advance. However, where union officials are aware of union business scheduled well in advance or where union business is regularly scheduled, the official will advise the Employer as soon as the official is aware.

- b) **An** Employee granted leave under this Article shall earn seniority, vacation credits, sick leave credits and Statutory Holiday pay.

- c) The Employer 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 Employer is to charge the local Union for reimbursement of the cost. 1

Such costs shall only include:

- i) actual lost wages;
  - ii) Employer's share of Canada Pension contributions;
  - iii) Employer's share of Unemployment Insurance premiums;
  - iv) Employer's share of SAHO Pension contributions or equivalent;
  - v) Employer's share of Group Insurance premiums;
  - vi) Employer's share of Disability Income contributions;
  - vii) Employer's share of Dental Plan;
  - viii) Workers' Compensation premiums;
- d) On leaves of absence of more than one (1) month, and at the request of the Union, the Employer agrees to pay normal salary and benefits to **an** Employee, and will charge the Union, in addition to those costs set forth in Article 17.02 c) an amount for the following benefits:

- i) annual vacation;
- ii) sick leave;
- iii) Statutory Holidays.

## 17.03 Leave for a Union Position

**An** Employee who is elected or selected for a full-time position with the Union or any labour body with which the Union is affiliated shall be granted an unpaid leave of absence without loss of seniority for a period of up to one (1) year. Such leave may be renewed each year during the term of office. 6



17.04 Leave for Public Office:

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17 **An** Employee who is elected to Public Office shall be granted unpaid leave of absence without loss of seniority as required by the term of Public Office.

17.05 Leave for Electoral Candidate:

The Employer recognizes the right of Employees to participate in public affairs. Therefore, upon written request, the Employer shall allow unpaid leave of absence so that the Employee may be a candidate in federal, provincial or community elections.

17.06 Compassionate Leave

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a) **Upon** request, on the death of a family member, as herein defined, an Employee shall be granted compassionate leave with pay from scheduled work occurring between the date of death and the day after the funeral as follows:

- (a) Up to four (4) working days in the event of the death of the spouse, mother, father, brother, sister, son or daughter, or someone with whom they have an equivalent relationship.
- (b) Up to two (2) working days in the event of the death of a father-in-law, mother-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

In addition the Employee may request vacation or unpaid leave of absence as may be required for this purpose.

17.07 Leave for Serious Illness

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k 11 **An** Employee may be granted leave with pay for the serious illness of a member of the immediate family (as defined in Article 17.06) to a total of two (2) working days. Serious Illness shall be defined as an emergent and life threatening situation.

17.08 Leave for Pressing Necessity

**An** Employee shall be granted leave without pay for pressing necessities. Pressing necessity shall be defined as any circumstance of a sudden or unusual Occurrence that could not by the exercise of reasonable judgement have been foreseen by the Employee and which required the immediate attention of the Employee.

The Employee may elect to use vacation, Statutory Holiday, or earned day off.

### 17.09 ~~Medical Care~~ Leave

**An** Employee who is unable to make arrangements for personal preventative health care outside of scheduled work time shall be granted time off with pay. Such time off will be deducted from the Employee's sick leave accumulation and shall not exceed sixteen (16) working hours per year.

On request, Employees will be required to show proof of such care and that the Employee was unable to make the necessary arrangements outside of scheduled work time.

### 17.10 Paid Jury or Court ~~Witness~~ Leave

Where an Employee is absent by reason of a summons to serve as a juror or a subpoena to serve as a witness, such Employee shall not suffer any loss of salary or wages while so serving. The amount paid by the Employer shall be the difference between the Employee's normal salary and the indemnity paid by the court.

### 17.11 Adoption Leave:

**An** Employee shall be granted leave without pay, upon providing written request for the purpose of adopting a child. Such leave of absence may be to a maximum of twelve (12) months.

- a) The Employee shall give the Employer notice of the possibility of the need for a leave of absence. Such notice shall be held in confidence.
- b) Such leave will be granted with assurance that the Employee will resume employment at the same rate within the same range of pay for the same position as, or a comparable position to that which she occupied prior to the granting of such leave. However, an Employee on adoption leave shall retain her rights as provided in Article 13.06 - Displacement of Employees.
- c) Notice of intention to return to ~~work~~ or request for change of length of leave of absence must be forwarded to the Employer twenty-one (21) days prior to the expiration of the leave, **An** Employee shall be entitled to one extension of said leave such that the entire leave of absence shall not exceed twelve (12) months.

The Employer is not required to allow an Employee to resume employment until after the expiration of the twenty-one (21) days notice.

### 17.12 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:

(8a) ✓

- a) Leave of absence for maternity shall be granted to a maximum of twelve **(12)** months, except where circumstances, in the opinion of the Employee's doctor, the leave should be further extended.
- b) Notice of intention to return to work or request for change of length of leave of absence must be forwarded to the Employer twenty-one **(21)** days prior to the expiration of the leave. **An** Employee shall be entitled to one extension of said leave such that the entire leave of absence shall not exceed twelve **(12)** months.

The Employer is not required to allow an Employee to resume her employment until after the expiration of the twenty-one **(21)** days notice.

- c) Such leave will be granted with assurance that the Employee will resume employment at the same rate within the same range of pay for the same position as, or a comparable position to that which she occupied prior to the granting of such leave. However, an Employee on maternity leave shall retain her rights as provided in Article 13.06 - Displacement of Employees.
- d) **An** Employee unable to perform her regular duties, but able to perform other work, shall, where possible, be permitted to do so at the appropriate rate of pay for the position she is filling.

**17.13 Parental Leave:**

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**An** Employee shall be granted up to twelve **(12)** months unpaid leave for parental leave.

- a) Such leave will be granted with assurance that the Employee will resume employment at the same rate within the same range of pay for the same position as, or a comparable position to that which the Employee occupied prior to the granting of such leave. However, an Employee on parental leave shall retain their rights as provided in Article 13.06 - Displacement of Employees.
- b) Notice of intention to return to work or request for change of length of leave of absence must be forwarded to the Employer twenty-one **(21)** days prior to the expiration of the leave. **An** Employee shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed twelve **(12)** months.

The Employer is not required to allow an Employee to resume their employment until after the expiration of the twenty-one **(21)** days notice.

**17.14 Mourner's Leave**

Applicable to Special Care Homes Only

One half ( $\frac{1}{2}$ ) day leave may be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner. However, effective January 1, 1997, this article shall be deleted.

## ARTICLE 18 - PAYMENT OF WAGES

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### 18.01 Salary Scale

The salary scale applicable to Employees shall be as set out hereinafter in Schedule A and Schedule B.

### 18.02 Payment of Wages

Payment of wages shall be in accordance with the following alternatives:



- (a) Earnings shall be paid on a monthly basis with a mid-month advance of approximately fifty percent (50%) of the normal rate of monthly net earnings. Required deductions shall be made from the month end earnings payment, or;
- (b) Employees shall be paid actual earnings on a bi-weekly basis; or
- (c) Past practices shall remain in effect.

### 18.03 Deductions

Current deductions shall be made as required by Federal and Provincial legislation and no other deductions may be made **without** written consent of the Employee concerned except as otherwise provided for in this Agreement.

## ARTICLE 19 - ACCUMULATION OF BENEFITS

### 19.01 Accumulation of Benefits

Past practices shall remain in effect. However:

Effective January 1, 1997;

#### a) Full Time Employees

When leave of absence without pay is for one month or more, no sick leave or annual vacation credits will be accumulated, and no statutory holiday benefits will be paid for the entire period of absence.

#### b) Other than Full Time Employees

Shall accumulate **sick** leave credits in accordance with Article 24.02 - Accumulation of Sick Leave, Vacation credits in accordance with Article 15.04 - Vacation Credits and Statutory Holiday pay in accordance with Article 14.03 (c)(d) -. Pay on a Statutory Holiday.

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## ARTICLE 20 • INCREMENTS

### 20.01 Increments

Current practices will remain in effect. However:

Effective January **1, 1997**:

Full Time Employees shall be eligible for increments annually from their date of employment, promotion or reclassification.

Part Time and Relief Employees

a) Acute and Community Health Division

- i) Part Time and Relief Employees shall receive a half increment on the completion of 974.4 regular hours or one (1) year, whichever occurs later. On the completion of 1948.8 regular hours, the Employee shall receive the first year step. On the completion of 2923.2 regular hours or two (2) years, whichever comes later, the Employee shall receive an additional one half increment, and on the completion of 3897.6 regular hours, the Employee shall receive the second year step.
- ii) In addition to the above, Part Time and Relief Technicians shall receive a half increment on the completion of 4872 regular hours or three (3) years whichever comes later, the Employee shall receive an additional one-half increment and on the completion of 5846.4 regular hours the Employee shall receive the third year step. On the completion of 6820.8 regular hours or four (4) years, whichever comes later, the Employee shall receive an additional one-half increment and on the completion of 7795.2 regular hours, the Employee shall receive the fourth year step, provided the classification has a fourth year step.

b) Special Care Homes

- i) Part Time and Relief Employees shall receive a half increment on the completion of 975 regular hours or one (1) year, whichever occurs later. On the completion of 1950 regular hours, the Employee shall receive the first year step. On the completion of 2925 regular hours or two (2) years, whichever comes later, the Employee shall receive an additional one half increment, and on the completion of 3900 regular hours, the Employee shall receive the second year step.
- ii) In addition to the above, Part Time and Relief Activity Workers, Orderlies, Nurse Aides (R.C.) and Special Care Aides shall receive a half increment on the completion of 4872 regular hours or three (3) years whichever comes later, the Employee shall receive an additional one-half increment and on the completion of 5846.4 regular hours the Employee shall receive the third year step.

- c) An Employee granted any absence without pay of thirty (30) calendar days or more including an Employee on **DIP** or lay-off shall have a new anniversary date established for increment purposes.

### **20.02 Working in more than One Pay Grade within the Bargaining Unit**

Current practices shall remain in effect. However:

Effective January 1, 1997, Employees who work in more than one pay grade within the bargaining unit shall receive separate increment adjustments in each pay grade as the eligible hours in each pay grade required to meet the pre-requisites as outlined in Article 20.01 are reached.

### **20.03 Increment Upon Promotion or Reclassification**

Upon promotion or reclassification to a higher paid grade, the Employee's accumulated increment date shall be reset at zero. Upon demotion the Employee's increment date shall not be reset.

## **ARTICLE 21 - GENERAL PROVISIONS**

### **21.01 Compensation For Post Mortems**

An Employee who assists in the performance of a post-mortem which is not part of such job description will be paid at the rate of \$25.00 per post-mortem in addition to any pay the Employee would be entitled to under the terms of this agreement.

### **21.02 Personal Property Loss**

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

### **21.03 Uniforms**

The Employer will furnish and maintain (launder and repair) without charge such uniforms which the Employer requires the Employees to wear. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.

#### 21.04 Bulletin Boards

The Employer shall provide bulletin board(s) which shall be placed **so** that all Employees will have ready **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.

#### 21.05 Education Assistance

Where the Employer requires the Employee to take a specified course, the Employee will **be** reimbursed the **cost** of the course upon providing proof of completion. When time off is necessary for examinations, the Employer shall allow such time off without loss of pay. This will only apply to the first time of writing.

#### 21.06 Recognition of Previous Experience

##### Applicable to Acute Care and Special Care Homes

When an Employee commences employment, the rate of pay shall normally be at the minimum of the salary range, provided, however, that the Employer may approve **a** higher rate of pay if the selected applicant possesses the necessary qualifications and recent related experience of at least **two (2)** years in the three (3) years immediately preceding the date of employment • placement at least at the 2nd step.

##### Applicable to Community Health Division

- a) The in-hiring rates of pay shall be the minimum rate provided for each classification in the pay schedule provided, however, that when **no** qualified person can be secured **at** the minimum rate, the Department of Human Resources shall inform the Union and, after the situation has been discussed, the in-hiring rate **on** original employment may be any rate above the minimum but not exceeding the **maximum**.
- b) Notwithstanding Clause (a) hereof, the in-hiring rate of pay for Public Health Nurses shall be as follows:
  - i) **Nurses** without related public health experience shall be placed at the minimum step of the salary range.
  - ii) Nurses with two **(2)** complete but not necessarily consecutive years of related public health experience within the last four **(4)** years, shall be placed **at** the second step of the salary range.
  - iii) Nurses with four **(4)** or more complete but not necessarily consecutive years of related public health experience within the last **six (6)** years shall be placed at the third step of the salary range.

- iv) Maximum in-hiring rate of pay for Nurses shall not exceed the third step of the salary range in any classification.

### **21.07 Transportation Allowance**

- a) Applicable to Acute Care

Where an Employee is requested and agrees **to** use their own automobile for the Employer's business after normal travel to work and before travelling home from work such Employee will be paid **27¢** per kilometre with a minimum of \$3.00 per round trip.

- b) Applicable to Special Care Homes

Mileage rates paid to an Employee consenting to use the Employee's own automobile for the Employer's business shall be paid **on** the basis of twenty cents (20¢) per kilometre with a minimum of two dollars and fifty cents (**\$2.50**) per round trip.

However: Effective January 1, 1997, Special Care Homes rates will be adjusted to the Acute Care Rates

### **21.08 Escort Duty**

Where the Employer requires and authorizes an Employee to escort a client being transported, such Employee shall be considered an Employee of the facility or agency and:

- i) Shall not lose regular earnings for the time spent in travel resulting **from** escort. Escort duty being counted as the time elapsed from leaving the facility or agency to return to the facility or agency;
- ii) If an Employee should be required to attend the client for a period exceeding the normal hours of work, the overtime provisions of this Agreement shall apply.
- iii) **An** Employee on **escort** duty shall be allowed reasonable expenses for meals and lodging as required **on** such an assignment. The Employer shall, upon submission of an expense claim, reimburse the Employee the cost of such meals and lodging.

### **21.09 Allowance for Tools**

Building trades and Maintenance Employees shall be provided with the tools of the trade **at** which they are employed during their period of employment **at** the workplace.





## **ARTICLE 22 - WORKPLACE REORGANIZATION**

### **22.01 Workplace Reorganization - Notice**

Prior **to** implementation of workplace reorganization which results in facility closure, dissolution of a department **or** the abolishment of a classification within the bargaining unit, the Employer will notify the Union in **writing** at least ninety (90) days prior to implementation **of** such change.

### **22.02 Workplace Reorganization**

Within two **(2)** weeks of receiving the notice, a meeting will be convened between the **Union** and Employer to review the proposed change, including:

- the number of positions affected;
- options to minimize displacement;
- identify Employees who will be affected;
- the process for implementation, including target dates; and
- the reorganization goals.

The Employer and the Union **shall** discuss the implementation of Article 13 - Lay-**off** and Re-employment, and Article 12 - Classifications, Vacancies and New Positions.

**An** Employee appointed by the **Union** will be released from **duty** without loss **of** pay to attend such a meeting.

If the Employer and the Union have not reached agreement regarding the effect of the reorganization will have **on** Employees prior to the date of implementation, the Employer will proceed with the workplace reorganization.

### **22.03 Maintenance of Wages**

During the ninety (90) day notice period, affected Employees will maintain their present rate **of** pay. Employees demoted or who exercise bumping rights will receive the wage rate of their new position.

### **22.04 Pasting of New Positions**

**All** new positions created as a result of workplace reorganization shall be posted in accordance with Article 12 - Classifications, Vacancies and **New** Positions. **All** new job titles and rates of pay shall be negotiated **in** accordance with Article 12.01 - Classifications.

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

### **23.01 Occupational Health and Safety Committees**

In each workplace there shall be an Occupational Health and Safety Committee consisting of representation from the Union(s) and Management. The Union and Employer agree to co-operate in the establishment and ongoing function of this Committee.

### **23.02 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 the Safety Officer, who will investigate and take remedial action.

### **23.03 Duties of Committees**

The Occupational Health and Safety Committees shall hold meetings and regular inspections to deal with all unsafe, hazardous or dangerous conditions without loss of pay. Minutes of all Committee meetings and inspection reports 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,

### **23.04 Safety Measures**

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

### **23.05 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.

### **23.06 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 could 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 Committee or a Department of Labour Occupational Health and Safety Officer has resolved the matter. The worker may not be discriminated against by reason of exercising this right. **An** Employer may, however, temporarily assign the Employee alternate work, at no loss in pay, until the matter has **been** resolved.

## ARTICLE 24 - SICK LEAVE

### 24.01 Sick Leave Definition

- (a) Sick Leave means the **period** of time an Employee is absent **from** work by virtue of illness or disability.
- (b) **An** Employee shall not be entitled to use sick leave credits because of an illness or disability covered and paid by the Workers' Compensation Act or for which Income Replacement benefits are paid **under** the Automobile Accident Insurance Act.

### 24.02 Accumulation of Sick Leave

- 73/15120
- (a) Employees shall earn sick leave credits based on hours eligible for entitlement to a maximum of fifteen (15) days per year (one and one quarter days per month), to a maximum of one hundred and (120) twenty days.

- (b) Employees shall earn sick leave credits based on the following calculation:

$$\frac{\text{Paid Hours}}{\text{Full prescribed hours per month}} \times 1.25 = \text{Sick leave credits per month}$$

### 24.03 Deduction of Sick Leave Credits

A deduction shall be made from accumulated sick leave credits of all normal **working** hours absent for sick leave subject to Article 25 - Wage Loss Replacement Plan.

### 24.04 Notification of Illness

- a) Employees who may be absent from duty due to illness or injury, shall notify the immediate supervisor or designate as soon as possible, prior to the commencement of the scheduled shift.
- b) The Employee will keep the supervisor informed of the anticipated date of return to **work** and any limitations or restrictions,

### 24.05 Medical Information

- a) **A** medical certificate or certificates **may** be required **from** Employees accessing sick leave. If a medical certificate is requested, such a certificate will be requested during such leave.
- b) Employees on extended sick leave may be required to provide the Employer with sufficient medical **information** to **verify**:

- i) that the Employee ~~is~~ not capable of performing the duties of their position;
- ii) the anticipated length of absence;
- iii) the likelihood of the Employee returning to their position;
- iv) any restrictions/limitations the Employee may have upon return to work.

#### **24.06 Accommodation of Employees**

The Employer and the union will meet in an attempt to designate specific positions that may be filled ~~on~~ a permanent or temporary basis by Employees who are no longer able to perform the duties of their position, Whenever, by reason of disability, an Employee is incapable of performing the work in which the Employee is engaged, the Employee may agree to be transferred to said positions for which the Employee is better suited. In such circumstances the Employer and the Union may agree ~~to~~ waive certain provisions of this Agreement.

Should this accommodation not be possible, the Employee shall be dealt with in accordance with Article 24.07.

#### **24.07 Return to ~~Work~~**

Where the illness is related to the working environment the Employer, Union and the Employee shall meet to discuss:

- i) possible modification in the workplace to reduce or eliminate the length of the Employees absence. The Employee shall have union representation during this discussion. Should the modification be possible the Employee shall be expected to return to or continue working.
- ii) referral of claim to the Workers' Compensation Board or Disability Income Plan
  - a) Employees returning to work within the two year period will be reinstated to the position the Employee held prior to the commencement of the absence, except in cases of lay-off unless the Employee is not capable of performing the duties of the position.

In the event the Employee ~~is~~ not capable of performing the duties of the position held prior to the commencement of the absence, the Employer and union will meet ~~to~~ discuss accommodation of the Employee into another position.

- b) Employees who have been absent from work for a period of two years will have the circumstances of their absence reviewed at the end of the two year period. Such review shall include both a medical review and a review by the Employer and the Union.

- i) If at the time of the review it is determined the Employee will be capable of returning to their position in the near future, the Employee will be granted a further leave of absence, the Employee's position will continue to be filled on a temporary basis and the Employee will be returned to their former position upon return to work.
- ii) If at the time of the review it is determined the Employee will not be capable of returning to their position in the near future, the Employee's position will be posted and filled permanently.

The Employee's name will be placed on a disability re-employment list and the Employee may apply for vacancies for which they are fit when the Employee is fit to return to work.

Employees whose names are placed on the disability re-employment list shall not earn vacation credits statutory holiday pay, sick leave credits for the entire period,

#### **24.08 Graduated Return to Work**

The union, the Employee and the Employer will meet to discuss the circumstances where Employees are able to return to work on a graduated return to work program.

#### **24.09 Access to Sick Leave Credits during Pregnancy**

Sick leave shall not be granted for the actual period of Maternity Leave, as defined in Article 17.12 - Maternity Leave. An Employee shall have access to sick leave credits for illness which may arise during a pregnancy while she continues active duty for the Employer, subject to Article 17.12 a) - Maternity Leave or as such pregnancy may be otherwise terminated.

#### **24.10 Immunization**

Time lost as a result of Immunization, as required by policy shall not result in loss of pay or loss of sick leave credits.

### **ARTICLE 25 - WAGE LOSS REPLACEMENT PLAN**

#### **25.01 Joint Funding**

A Wage Loss Replacement Plan shall be provided on a joint funding basis whereby the Employer shall pay 50% and the Employee shall pay 50% of the cost of funding the prescribed plan.

**25.02 Installation and Pay Out of Unused Sick Credits**

The installation of the Wage **Loss** Replacement Plan in a facility/agency is contingent upon provision for discontinuance of existing provisions regarding Service Pay or payment of unused Sick Leave Credits on termination.

**25.03 Administration**

The Wage **Loss** Replacement Plan shall be administered by the Saskatchewan Association of Health Organizations in accordance with the terms of the Plan.

**25.04 Terms of Plan**

The terms of this plan shall be determined on the basis of the following provisions which are considered as general statement of the plan conditions.

**25.05 Sick Leave Credits Continue**

Employees shall continue to accumulate sick leave credits in accordance with existing sick leave plans. A "Day Bank" shall be installed whereby sick leave credits will continue to accrue and are used when Employees are sick for the first one hundred and nineteen (119) consecutive calendar days of any illness. Any balance remains to the Employee's credit until the Employee returns to regular work.

**25.06 Bridge Benefit**

A "Bridge" benefit will be created providing 66 2/3% of normal earnings from the expiry of remaining sick leave credits until commencement of Long Term Disability Benefits.

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**25.07 Long Term Disability Benefits**

A Long Term Disability Plan will provide a benefit of 60% of normal earnings commencing after one hundred and nineteen (119) consecutive calendar days of disability. The benefit will continue until recovery, age 65, or death, whichever occurs first. The Long Term Disability Plan will be subject to the following terms:

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**1. Definition of Disability**

Disability will be defined as the inability of the Employee to perform the duties of his/her own occupation. After 12 months of benefit payment, (effective January 1, 1987 after twenty-four (24) months of benefit payment), the definition changes to the inability of the Employee to perform any occupation for which he/she is reasonably fitted by training, education or experience.

**2. Benefit Reduced By CPP or WCB**

The benefit will be reduced by any Canada Pension Plan or Workers' Compensation award. **Any cost-of-living** adjustment in the future to Canada Pension Plan will not serve to further reduce the benefit provided by the plan.

**3. Recurring Disability**

Where an Employee has been receiving benefit from the Plan and has returned to **work**, should he subsequently become disabled within **six (6)** months from the **same** cause which created his original disability, he will not have to serve one hundred and nineteen (119) consecutive calendar days waiting period again before benefits recommence.

**4. Claims Continue to be Payable**

Any claim which is admitted for a period of disability which commences while the Employee is protected **by** this plan will continue to be payable in the terms of the plan, regardless of the fact that the plan may have subsequently been discontinued or succeeded **by** a new program.

**5. Pre-Existing Medical Conditions**

Any Employee whose employment commenced during the periods **shown** below and who has received medical attention within the stated period of time preceding the date the Employee enrolled in the plan, shall not be insured for any disability resulting from that complaint for a period of twelve **(12)** months after the date the Employee enrolled.

- a) Between May 1, 1974 and June 30, 1978 inclusive, a period of three (3) months.
- b) After June 30, 1978, a period of **six (6)** months.
- (c) The Union shall be notified by mail of any such cases that becomes apparent within two **(2)** weeks.

**6. Medical Questionnaire**

If an Employee fails to enrol in the plan within 31 days after the date he becomes eligible to do **so**, he **must** complete a medical questionnaire for approval by the Plan Administrator.

**7. Disabilities Excluded**

**No** payment will be made for claims resulting from a disability:

- i) for which the member is not under continuing medical supervision and treatment considered satisfactory by the Board;

- ii) caused by intentional self-inflicted injuries or self-induced illness while sane or self-inflicted injuries while insane;
- iii) from bodily injury resulting directly or Indirectly from insurrection, war, service in the armed forces of any country, or participation in a riot;
- iv) which occurred during the commission or the attempt to commit an indictable offence under the criminal code for which the person is convicted and incarcerated;
- v) experienced during the first year of membership which resulted from injury or illness related to any injury or illness for which medical attention was received during the six (6) months prior to the Employee becoming a member of the Plan. This limitation will only apply to Employees hired after June 30, 1978 and is applicable to Long Term Disability benefits only;
- vi) which occurred during the period of cessation of work due to a strike, except that the benefit may be claimed to commence immediately following the end of the strike if the claimant is still qualified in accordance with all of the other terms of the Plan;
- vii) if the claimant has established permanent residence outside of Canada.

Where an Employee has been transferred from one facility to another under the same ownership of a contributing member, or where a contributing member takes ownership of a facility, the continuous membership in the Plan of the prior facility or prior owner will count towards the first year of membership in this Plan for the purposes of (v) above.

## **8. Recommencement of Waiting Period**

If an Employee returned to work during the one hundred and nineteen (119) consecutive calendar days waiting period, he will not be required to recommence the waiting period, unless the return to work has been more than ten (10) working days.

## **9. Joint Committee**

A Joint Committee representing Canadian Union of Public Employees and Saskatchewan Association of Health Organizations shall be established as an Administrative Committee of the Plan, This Committee shall monitor the operation of the Disability Income Plan and consider changes to the Plan which they may then recommend to the Trustee of the Plan. Such recommendations shall be made with the agreement of both the Union and Employer based on facts and statistics made available to the Joint Committee. The Committee shall have full access to all information, reports, accounting, etc., pertaining to the Plan.



**10. Employee Benefit Statement**

Annually, the Employer shall provide each member of the Disability Income Plan with an Employee Benefit Statement.

Such statement shall outline:

- a) Premiums paid by Employee members.
- b) Member's sick leave credits.
- c) Coverage under Group Insurance, Disability Income Plan, and Pension.

**11. Interest on Late Premiums**

Any Employer who deliberately withholds premiums for a period of more than fourteen (14) days beyond due date, shall be charged bank interest on all such withholdings.

**12. Pension Credits on D.I.P.**

Pension credited service will continue to accrue in accordance with the terms of the Retirement Plan.

**13. D.I.P. Coverage While on Leave**

Employees may apply for D.I.P. coverage while on leave of absence in accordance with the terms of the Plan.

**14. New Entries To Disability Income Plan**

All new entries to the Plan will abide by original rules established on the Plan initiation.

**ARTICLE 26 • DENTAL PLAN**

*70% / 100 2/1/17*

**26.01 Provision of Dental Plan**

The Employer shall 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.

**ARTICLE 27 - GROUP LIFE INSURANCE**

**27.01 Employer Paid Coverage**

The Employer will pay for the first \$7000.00 coverage under the Saskatchewan Association of Health Organizations Group Life Insurance Plan. For all students, Group Life Insurance coverage shall be \$2000.00 as provided for by the Saskatchewan Association of Health Organizations Group Life Insurance Plan.

*20% / 100  
2/2 / 10000*

## **ARTICLE 28 - RETIREMENT**

### **28.01 Normal Retirement Date**

The normal retirement date of all Employees shall be the first day of the month coincident with, or immediately following the attainment of the stated retirement age as stipulated in their pension or superannuation plan or age 65.

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## **ARTICLE 29 - PENSION PLAN**

### **29.01 Pension Plan**

The Employer agrees to participate in the SAHO Pension Plan and to comply with the terms and conditions of the Plan or maintain the existing Pension Plan that is currently in effect.

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## **ARTICLE 30 - NORTHERN ALLOWANCE**

### **30.01 Uranium City**

Employees stationed at Uranium City shall be paid, per family, an allowance of \$192.60 per month over and above their basic rate of pay.

Employees stationed at Uranium City and living in accommodation provided by the Hospital, shall be paid an allowance of **\$129.42** per month over and above their basic rates of pay.

Employees stationed at Uranium City and living in accommodations other than that provided by the Hospital, shall be paid an allowance of **\$174.57** per month over and above their basic rate of pay.

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### **30.02 Ile a la Crosse**

Employees stationed at Ile-a-la-Crosse shall be paid an allowance of \$102.35 per month over and above their basic rate of pay.

### **30.03 La Ronge**

Employees stationed at La Ronge shall be paid an allowance of \$60.19 per month over and above their basic rate of pay.

### **30.04 LaLoche**

Employees stationed at LaLoche shall be paid an allowance of \$133.75 per month over and above their basic rate of pay.

CUPE and SAHO will meet to determine a process for negotiating northern allowances. Until there is a negotiated change, northern allowances will be in accordance with the above.

## **ARTICLE 31 - WORKERS' COMPENSATION**

### **31.01 Workers' Compensation**

When an Employee is injured in the performance of their duties or when an Employee incurs an industrial illness and the accident or illness is compensable under the provisions of the Workers' Compensation Act, the difference between the Employee's regular net pay and the Workers' Compensation payment shall be paid for a period not exceeding one calendar (1) year. The one (1) year may not be continuous in the case of a reoccurring injury. Such payments shall not be taken out of the Employee's accumulated sick leave credits. In no event shall the amount received by the Employee be less than the amount remitted to the Employer by the Workers' Compensation Board.

The Workers' Compensation cheque will be made payable to the Employer for the first year.

For the purpose of determining regular net pay for part-time and relief Employees, paid hours worked in the 52 week period prior to the absence shall be considered and prorated in accordance with the length of absence.

When an Employee has applied for Workers' Compensation benefits, the Employee shall have access to accumulated sick leave credits. Once sick leave credits have been exhausted the Employee may apply for DIP.

Should the Employee's claim be allowed by Workers' Compensation, any sick leave and/or DIP payments shall be recovered by the Employer/SAHO through the WCB payments to the Employee.

An Employee receiving benefits under the Workers' Compensation Act shall not accrue vacation credits or Statutory Holiday pay but for the First (1st) year shall accrue sick leave credits. For increment purposes an Employee's anniversary date shall remain unchanged.

## **NEW PROVISIONS**

All provisions agreed upon are effective the date of signing of the Collective Agreement, unless specified otherwise.

## GENERAL WAGE INCREASE

- January **01, 1995** - June **30, 1996** no general wage increase
- July **01, 1996** a general increase of one percent **(1%)**
- January 01, 1997 a general increase of one percent (1%)
- December **31, 1997** at **23:59:59** hours a general increase of one percent **(1%)**

Increases **will be** calculated **to** four decimal points and rounded to three decimal points.

## SPECIAL ADJUSTMENTS- SPECIAL CARE HOMES ONLY

Effective October **01, 1996**, the Nurse Aide classification will be deleted and a new Special Care Aide Classification and pay grade shall be created for Special Care Homes.

Rates for the Special Care Aide Classification shall be:

Start Rate	<b>1</b> Year Rate Pay Grade <b>3B</b>
<b>1</b> Year Rate	<b>2</b> Year Rate Pay Grade <b>3B</b>
<b>2</b> Year Rate	<b>3</b> Year Rate Pay Grade <b>3B</b>
<b>3</b> Year Rate	<b>1</b> Year Rate Pay Grade <b>6</b>

Movement on the Wage Scale shall be **as identified in the** Letter of Understanding re: Special Care Aide Classification.

Effective October **01, 1996**, Community Health Division, Public Health Nurses **in** Regina shall have their rates of pay increased to the **PSC/SGEU** Community Health Division, Public Health Nurses rates of pay. This alignment will be **in** lieu of the General Wage Increases identified under General Wage increase.

**Schedule "A" Code "A"**  
**Pay Grades and Salaries - 8 hours per day**  
**Classifications Applicable to Employees Affected By Cooperative Wage Study**

Points	Pay Grade	January 1, 1995			July 1, 1996			January 1, 1997			December 31, 1997 <small>(23:59:59 hrs)</small>		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
0 - 265	1	10.490	10.760	11.080	10.598	10.888	11.484	10.701	10.983	11.303	10.808	11.087	11.416
266 - 286	2	11.760	11.080	11.370	11.878	11.191		11.997	11.303	11.599	12.117	11.416	11.715
287 - 307	3	11.080	11.370	11.700	11.191	11.484	11.817	11.303	11.599	11.935	11.416	11.715	12.054
308 - 328	4	11.370	11.700	12.010	11.484	11.817	12.130	11.599	11.935	12.251	11.715	12.054	12.374
329 - 349	5	11.700	12.010	12.340	11.817	12.130	12.463	11.935	12.251	12.588	12.054	12.374	12.714
350 - 370	6	12.010	12.340	12.720	12.130	12.463	12.847	12.251	12.588	12.975	12.374	12.714	13.105
371 - 391	7	12.340	12.720	13.130	12.463	12.847	13.261	12.588	12.975	13.394	12.714	13.105	13.528
392 - 412	8	12.720	13.130	13.550	12.847	13.261	13.686	12.975	13.394	13.823	13.105	13.528	13.961
413 - 433	9	13.130	13.550	13.950	13.261	13.686	14.090	13.394	13.823	14.231	13.528	13.961	14.373
434 - 454	10	13.550	13.950	14.410	13.686	14.090	14.554	13.823	14.231	14.700	13.961	14.373	14.847
455 - 475	11	13.950	14.410	14.840	14.090	14.554	14.988	14.231	14.700	15.138	14.373	14.847	15.289
476 - 496	12	14.410	14.840	15.340	14.554	14.988	15.493	14.700	15.138	15.648	14.847	15.289	15.804
497 - 517	13	14.840	15.340	15.840	14.988	15.493	15.998	15.138	15.648	16.158	15.289	15.804	16.320
518 - 538	14	15.340	15.840	16.330	15.493	15.998	16.493	15.648	16.158	16.658	15.804	16.320	16.825
539 - 559	15	15.840	16.330	16.890	15.998	16.493	17.059	16.158	16.658	17.230	16.320	16.825	17.402
560 - 580	16	16.330	16.890	17.440	16.493	17.059	17.614	16.658	17.230	17.790	16.825	17.402	17.968
581 - 601	17	16.890	17.440	18.020	17.059	17.614	18.200	17.230	17.790	18.382	17.402	17.968	18.566
602 - 622	18	17.440	18.020	18.560	17.614	18.200	18.746	17.790	18.382	18.933	17.968	18.566	19.122
623 - 643	19	18.020	18.560	19.170	18.200	18.746	19.362	18.382	18.933	19.556	18.566	19.122	19.752
644 - 664	20	18.560	19.170	19.810	18.746	19.362	20.008	18.933	19.556	20.208	19.122	19.752	20.410
665 - 685	21	19.170	19.810	20.450	19.362	20.008	20.655	19.556	20.208	20.862	19.752	20.410	21.071
686 - 706	22	19.810	20.450	21.120	20.008	20.655	21.331	20.208	20.862	21.544	20.410	21.071	21.759
707 up	23	20.450	21.120	21.790	20.655	21.331	22.008	20.862	21.544	22.228	21.071	21.759	22.450

**Schedule "A" Code "B"**  
*Pay Grades and Salaries- 8 hours Per Day*  
**Out-Of-Schedule Classifications and Red Circled Positions**

Paygrade	January 1, 1995			July 1, 1996			7			December 31, 1997 (23:59:59 hrs)		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
1	10.410	10.670	11.010	10.514	10.777	11.120	10.619	10.885	11.231	10.725	10.994	11.343
2a	10.650	10.890	11.230	10.757	10.999	11.342	10.865	11.109	11.455	10.974	11.220	11.570
2b	10.670	11.010	11.260	10.777	11.120	11.373	10.885	11.231	11.487	10.994	11.343	11.602
3	10.710	11.100	11.440	10.817	11.211	11.554	10.925	11.323	11.670	11.034	11.436	11.787
4	11.100	11.440	11.750	11.211	11.554	11.868	11.323	11.670	11.987	11.436	11.787	12.107
5a	11.440	11.750	12.150	11.554	11.868	12.272	11.670	11.987	12.395	11.787	12.107	12.519
5b	11.600	11.940	12.290	11.716	12.059	12.413	11.833	12.180	12.537	11.951	12.302	12.662
6	11.750	12.270	12.560	11.868	12.393	12.686	11.987	12.517	12.813	12.107	12.642	12.941
7a	12.150	12.560	13.000	12.272	12.686	13.130	12.395	12.813	13.261	12.519	12.941	13.394
7b	12.270	13.000	13.170	12.393	13.130	13.302	12.517	13.435	13.700	12.642	13.151	13.569
8a	12.560	13.000	13.430	12.686	13.130	13.564	12.813	13.261	13.700	12.941	13.394	13.837
8b	12.840	13.220	13.600	12.968	13.352	13.736	13.098	13.486	13.873	13.229	13.621	14.012
9	13.000	13.430	13.950	13.130	13.564	14.090	13.261	13.700	14.231	13.394	13.837	14.373
10	13.430	13.950	14.500	13.564	14.090	14.645	13.700	14.231	14.791	13.837	14.373	14.939
11	14.440	14.780	15.180	14.584	14.928	15.332	14.730	15.077	15.485	14.877	15.228	15.640
12	14.500	15.140	15.820	14.645	15.291	15.978	14.791	15.444	16.138	14.939	15.598	16.299
13	15.670	16.240	16.930	15.827	16.402	17.099	15.985	16.566	17.270	16.145	16.732	17.443
14a	16.340	17.000	17.750	16.503	17.170	17.928	16.668	17.342	18.107	16.835	17.515	18.288
14b	16.570	17.180	17.890	16.736	17.352	18.069	16.903	17.526	18.250	17.072	17.701	18.433
15	17.580	18.170	18.730	17.756	18.352	18.917	17.934	18.536	19.106	18.113	18.721	19.297
16a	17.790	18.390	19.700	17.968	18.574	19.897	18.148	18.760	20.096	18.329	18.948	20.297
16b	18.050	18.660	19.920	18.231	18.847	20.119	18.413	19.035	20.320	18.597	19.225	20.523
17a	19.030	19.830	20.590	19.220	20.028	20.796	19.412	20.228	21.004	19.606	20.430	21.214
17b	20.980			21.190			21.402			21.616		

**Schedule "A" Code "D"**  
*Pay Grades And Salaries - 8 Hours Per Day*  
**Engineers II, III, IV, and Assistant Engineer**

Paygrade	January 1, 1995			July 1, 1996			January 1, 1997			December 31, 1997 (23:59:59 hrs)		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
12	15.030	15.650	16.310	15.180	15.807	16.473	15.332	15.965	16.638	15.485	16.125	16.804
14b	17.380	17.970	18.690	17.554	18.150	18.877	17.730	18.332	19.066	17.907	18.515	19.257
15	18.400	18.930	19.540	18.584	19.119	19.735	18.770	19.310	19.932	18.958	19.503	20.131
16b	18.640	19.460	20.740	19.028	19.655	20.947	19.218	19.852	21.156	19.410	20.051	21.368
17a	19.860	20.630	21.350	20.059	20.836	21.564	20.260	21.044	21.780	20.463	21.254	21.998

**Schedule "A" Code "H"**  
**Technological Classifications - Paygrade 15**

Paygrade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
January 1, 1995	17.750	18.340	18.890	19.500	20.070	20.710
July 1, 1996	17.928	18.523	19.079	19.695	20.271	20.917
January 1, 1997	18.107	18.708	19.270	19.892	20.474	21.126
December 30, 1997 23:59:59 hours	18.288	18.895	19.463	20.091	20.679	21.337

**Schedule "A" Code "I"**  
*Pay Grades and Salaries - 7 Hours 53 Minutes Per Day*  
**Classifications Applicable to Employees Affected By Cooperative Wage Study**

Paygrade	January 1, 1995			July 1, 1996			January 1, 1997			December 31, 1997 (23:59:59 hrs)		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
5	11.900	12.280	12.620	12.019	12.403	12.746	12.139	12.527	12.873	12.260	12.652	13.002
11	14.370	14.760	15.270	14.514	14.908	15.423	14.659	15.057	15.577	14.806	15.208	15.733

**Schedule "A" Code "J"**  
**Pay Grades and Salaries - 7 Hours 46 Minutes Per Day**  
**Classifications Applicable to Employees Affected By Cooperative Wage Study**

Points	Pay Grade	January 1, 1995			July 1, 1996			January 1, 1997			December 31, 1997 (23:59:59 hrs)		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
0 - 265	1	10.640	10.940	11.230	10.746	11.049	11.342	10.853	11.159	11.455	10.962	11.271	11.570
266 - 286	2	10.940	11.230	11.540	11.049	11.342	11.655	11.159	11.455	11.772	11.271	11.570	11.890
287 - 307	3	11.230	11.540	11.850	11.342	11.655	11.969	11.455	11.772	12.089	11.570	11.890	12.210
308 - 328	4	11.540	11.850	12.210	11.655	11.969	12.332	11.772	12.089	12.455	11.890	12.210	12.580
329 - 349	5	11.850	12.210	12.570	11.969	12.332	12.696	12.089	12.455	12.823	12.210	12.580	12.951
350 - 370	6	12.210	12.570	12.990	12.332	12.696	13.120	12.455	12.823	13.251	12.580	12.951	13.384
371 - 391	7	12.570	12.990	13.390	12.696	13.120	13.524	12.823	13.251	13.659	12.951	13.384	13.796
392 - 412	8	12.990	13.390	13.840	13.120	13.524	13.978	13.251	13.659	14.118	13.384	13.796	14.259
413 - 433	9	13.390	13.840	14.250	13.524	13.978	14.393	13.659	14.118	14.537	13.796	14.259	14.682
434 - 454	10	13.840	14.250	14.720	13.978	14.393	14.867	14.118	14.537	15.016	14.259	14.682	15.166
455 - 475	11	14.250	14.720	15.170	14.393	14.867	15.322	14.537	15.016	15.475	14.682	15.166	15.630
476 - 496	12	14.720	15.170	15.650	14.867	15.322	15.807	15.016	15.475	15.965	15.166	15.630	16.125
497 - 517	13	15.170	15.650	16.170	15.322	15.807	16.332	15.475	15.965	16.495	15.630	16.125	16.660
518 - 538	14	15.650	16.170	16.720	15.807	16.332	16.887	15.965	16.495	17.056	16.125	16.660	17.227
539 - 559	15	16.170	16.720	17.260	16.332	16.887	17.433	16.495	17.056	17.607	16.660	17.227	17.783
560 - 580	16	16.720	17.260	17.790	16.887	17.433	17.968	17.056	17.607	18.148	17.227	17.783	18.329
581 - 601	17	17.260	17.790	18.370	17.433	17.968	18.554	17.607	18.148	18.740	17.783	18.329	18.927
602 - 622	18	17.790	18.370	18.980	17.968	18.554	19.170	18.148	18.740	19.362	18.329	18.927	19.556
623 - 643	19	18.370	18.980	19.600	18.554	19.170	19.796	18.740	19.362	19.994	18.927	19.556	20.194
644 - 664	20	18.980	19.600	20.270	19.170	19.796	20.473	19.362	19.994	20.678	19.556	20.194	20.885
665 - 685	21	19.600	20.270	20.930	19.796	20.473	21.139	19.994	20.678	21.350	20.194	20.885	21.564
686 - 706	22	20.270	20.930	21.620	20.473	21.139	21.836	20.678	21.350	22.054	20.885	21.564	22.275



**Schedule "A" Code "K"**  
**Pay Grades and Salaries - 7 Hours 53 Minutes Per Day**  
**Classifications Applicable to Employees Affected By Cooperative Wage Study**

Paygrade	January 1, 1995			July 1, 1996			January 1, 1997			December 31, 1997 (23:59:59 hrs)		
	Step 1	Step 2	Step 3	Step 1	step 2	step3	Step 1	Step 2	Step ?	Step 1	Step 2	Step 3
1	10.510	10.840	11.120	10.615	10.948	11.231	10.721	11.057	11.343	10.828	11.168	11.456
2	10.840	11.120	11.420	10.948	11.231	11.534	11.057	11.343	11.649	11.168	11.456	11.765
3	11.120	11.420	11.740	11.231	11.534	11.857	11.343	11.649	11.976	11.456	11.765	12.096
4	11.420	11.740	12.070	11.534	11.857	12.191	11.649	11.976	12.313	11.765	12.096	12.436
5	11.740	12.070	12.400	11.857	12.191	12.524	11.976	12.313	12.649	12.096	12.436	12.775
6	12.070	12.400	12.800	12.191	12.524	12.928	12.313	12.649	13.057	12.436	12.775	13.188
7	12.400	12.800	13.230	12.524	12.928	13.362	12.649	13.057	13.496	12.775	13.188	13.631
8	12.800	13.230	13.670	12.928	13.362	13.807	13.057	13.496	13.945	13.188	13.631	14.084
9	13.230	13.670	14.100	13.362	13.807	14.241	13.496	13.945	14.383	13.631	14.084	14.527
10	13.670	14.100	14.530	13.807	14.241	14.675	13.945	14.383	14.822	14.084	14.527	14.970
11	14.100	14.530	14.990	14.241	14.675	15.140	14.383	14.822	15.291	14.527	14.970	15.444
12	14.530	14.990	15.440	14.675	15.140	15.594	14.822	15.291	15.750	14.970	15.444	15.908
13	14.990	15.440	15.980	15.140	15.594	16.140	15.291	15.750	16.301	15.444	15.908	16.464
14	15.440	15.980	16.500	15.594	16.140	16.665	15.750	16.301	16.832	15.908	16.464	17.000
15	15.980	16.500	17.050	16.140	16.665	17.221	16.301	16.832	17.393	16.464	17.000	17.567
16	16.500	17.050	17.560	16.665	17.221	17.736	16.832	17.393	17.913	17.000	17.567	18.092
17	17.060	17.560	18.140	17.231	17.736	18.321	17.403	17.913	18.504	17.577	18.092	18.689
18	17.560	18.140	18.760	17.736	18.321	18.948	17.913	18.504	19.137	18.092	18.689	19.328
19	18.140	18.760	19.340	18.321	18.948	19.533	18.504	19.137	19.728	18.689	19.328	19.925
20	18.760	19.340	20.050	18.948	19.533	20.251	19.137	19.728	20.454	19.328	19.925	20.659
21	19.340	20.050	20.630	19.533	20.251	20.836	19.728	20.454	21.044	19.925	20.659	21.254

Maintenance & Power Plant Schedule

Classification	January 1, 1995			July 1, 1996			January 1, 1997			December 31, 1997 (23:59:59 hrs)		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Engineer 4th Class	15.030	15.650	16.310	15.180	15.807	16.473	15.332	15.965	16.638	15.485	16.125	16.804
Engineer 3rd Class	17.380	17.970	18.690	17.554	18.150	18.877	17.730	18.332	19.066	17.907	18.515	19.257
Engineer 2nd Class	18.840	19.440	20.740	19.028	19.634	20.947	19.218	19.830	21.156	19.410	20.028	21.388
Chief Engineer	19.860	20.660	21.400	20.059	20.867	21.614	20.260	21.076	21.830	20.463	21.287	22.048
Asst. Chief Engineer (Plains)	18.450	19.020	20.270	18.635	19.210	20.473	18.821	19.402	20.678	19.009	19.596	20.885
Asst. Chief Engineer (Pasqua)	19.720	20.460	21.160	19.917	20.665	21.372	20.116	20.872	21.586	20.317	21.081	21.802
Senior Operating Engineer	19.930	20.790	21.460	20.129	20.998	21.675	20.330	21.208	21.892	20.533	21.420	22.111
Carpenter	17.360	18.000	18.720	17.534	18.180	18.907	17.709	18.362	19.096	17.886	18.546	19.287
Head Carpenter	18.440	18.930	19.580	18.624	19.119	19.776	18.810	19.310	19.974	18.998	19.503	20.174
Electrician	18.590	19.190	20.500	18.776	19.382	20.705	18.964	19.576	20.912	19.154	19.772	21.121
Head Electrician	19.860	20.660	21.400	20.059	20.867	21.614	20.260	21.076	21.830	20.463	21.287	22.048
Painter	17.200	17.840	18.540	17.372	18.018	18.725	17.546	18.198	18.912	17.721	18.380	19.101
Head Painter	17.470	18.140	18.810	17.645	18.321	18.998	17.821	18.504	19.188	17.999	18.689	19.380
Plumber	18.590	19.190	20.500	18.776	19.382	20.705	18.964	19.576	20.912	19.154	19.772	21.121
Head Plumber	19.860	20.660	21.400	20.059	20.867	21.614	20.260	21.076	21.830	20.463	21.287	22.048
Welder	18.440	18.930	19.580	18.624	19.119	19.776	18.810	19.310	19.974	18.998	19.503	20.174
Plasterer	17.360	18.000	18.720	17.534	18.180	18.907	17.709	18.362	19.096	17.886	18.546	19.287
Plasterer (Pasqua)	18.440	18.930	19.580	18.624	19.119	19.776	18.810	19.310	19.974	18.998	19.503	20.174
Pipefitter	18.440	18.930	19.580	18.624	19.119	19.776	18.810	19.310	19.974	18.998	19.503	20.174
Steam & Gas Fitter	18.590	19.190	20.500	18.776	19.382	20.705	18.964	19.576	20.912	19.154	19.772	21.121
Instr. Electronic Technician	18.440	18.930	19.580	18.624	19.119	19.776	18.810	19.310	19.974	18.998	19.503	20.174
Electrical Supervisor	23.210			23.442			23.676			23.913		
Supervisor Maint. & Const.	19.860	20.660	21.400	20.059	20.867	21.614	20.260	21.076	21.830	20.463	21.287	22.048
Chief Electronic Technician	21.810			22.028			22.248			22.470		
Sr. Maintenance Mechanic	18.590	19.190	20.500	18.776	19.382	20.705	18.964	19.576	20.912	19.154	19.772	21.121

Schedule "A"  
 Technical And Technological Classifications  
 January 1, 1995

Classification	Pay Grade	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Technician I	14	15.340	15.840	16.330	16.890	17.440	18.010	18.640
X-Ray; Laboratory; - Inhalation Therapy	14							
EEG/ECG Tech;	14							
Heart Lung Tech.	14							
Technician	15	15.840	16.330	16.890	17.440	18.010	18.640	
	16	16.330	16.890	17.440	18.020	18.590	19.230	
	17	16.890	17.440	18.020	18.560	19.130	19.760	
	18	17.440	18.020	18.560	19.170	19.740	20.380	
	19	18.020	18.560	19.170	19.810	20.400	21.030	
	20	18.560	19.170	19.810	20.450	21.010	21.650	
	21	19.170	19.810	20.450	21.120	21.680	22.310	
	22	19.810	20.450	21.120	21.790	22.370	23.000	
	23	20.450	21.120	21.790	22.480	23.060	23.700	
	24	20.820	21.470	22.150	22.860	23.430	24.070	

Schedule "A"  
 Technical And Technological Classifications  
 July 1, 1996

Classification	Pay Grade	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Technician I	14	15.493	15.998	16.493	17.059	17.614	18.190	18.826
EEG/ECG Tech:	14							
Heart Lung Tech.	14							
Technician	15	15.998	16.493	17.059	17.614	18.190	18.826	
	16	16.493	17.059	17.614	18.200	18.776	19.422	
	17	17.059	17.614	18.200	18.746	19.321	19.958	
	18	17.614	18.200	18.746	19.362	19.937	20.584	
	19	18.200	18.746	19.362	20.008	20.604	21.240	
	20	18.746	19.362	20.008	20.655	21.220	21.867	
	22	20.008	20.655	21.331	22.008	22.594	23.230	
	23	20.655	21.331	22.008	22.705	23.291	23.937	

Schedule "A"  
 Technical And Technological Classifications  
 January 1, 1997

Classification	Pay Grade	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Technician I	14	15.648	16.158	16.658	17.230	17.790	18.372	19.014
X-Ray; Laboratory; - Inhalation Therapy	14							
EEG/ECG Tech; Heart Lung Tech.	14							
Technician	15	16.158	16.658	17.230	17.790	18.372	19.014	
	16	16.658	17.230	17.790	18.382	18.964	19.616	
	17	17.230	17.790	18.382	18.933	19.514	20.158	
	18	17.790	18.382	18.933	19.556	20.136	20.790	
	19	18.382	18.933	19.556	20.208	20.810	21.452	
	20	18.933	19.556	20.208	20.862	21.432	22.086	
	21	19.556	20.208	20.862	21.544	22.116	22.758	
	22	20.208	20.862	21.544	22.228	22.820	23.462	
	23	20.862	21.544	22.228	22.932	23.524	24.176	
	24	21.238	21.902	22.596	23.320	23.901	24.554	

Schedule "A"  
 Technical And Technological Classifications  
 December 31, 1997 (23:59:59 Hrs)

Classification	Pay Grade	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Technician I	14	15.804	16.320	16.825	17.402	17.968	18.556	19.204
Heart Lung Tech. Technician	14							
	15	16.320	16.825	17.402	17.968	18.556	19.204	
	16	16.825	17.402	17.968	18.566	19.154	19.812	
	17	17.402	17.968	18.566	19.122	19.709	20.360	
	18	17.968	18.566	19.122	19.752	20.337	20.998	
	19	18.566	19.122	19.752	20.410	21.018	21.667	
	20	19.122	19.752	20.410	21.071	21.646	22.307	
	23	21.071	21.759	22.450	23.161	23.759	24.418	
	24	21.450	22.121	22.822	23.553	24.140	24.800	

**Schedule "A"**  
**Out Of Schedule Classifications**  
**January 1, 1997**

Classification	Local	Start	1 Year	2 Year	3 Year	4 Year	5 Year
Mental Health Therapist I	176	13.975	14.496	15.036	15.648	16.250	16.883
Programmer Analyst I	176	14.751	15.332	15.914	16.495	18.882	19.524
Mental Health Therapist II	176	15.097	15.730	16.301	16.924	17.586	18.250
Physiotherapist	1549 & 84	15.985	16.566	17.270	18.107	18.678	
Programmer Analyst II	176	16.362	16.985	17.617	18.250	20.738	21.432
Medical Social Service Worker	84	16.668	17.362	18.107			
Programmer Analyst III	176	17.923	18.638	19.320	20.024		
Medical Social Worker	176	18.107	18.708	19.270			
Supervisor Medical Photography	176	19.188					
Perfusionist	1838	23.004	23.758	24.411			

**Schedule "A"**  
**Out Of Schedule Classifications**  
**December 31, 1997 (23:59:59 Hrs)**

Classification	Local	Start	1 Year	2 Year	3 Year	4 Year	5 Year
Mental Health Therapist I	176	14.115	14.641	15.186	15.804	16.413	17.052
Programmer Analyst I	176	14.899	15.485	16.073	16.660	19.071	19.719
Mental Health Therapist II	176	15.248	15.887	16.464	17.093	17.762	18.433
Physiotherapist	1549 & 84	16.145	16.732	17.443	18.288	18.865	
Programmer Analyst II	176	16.526	17.155	17.793	18.433	20.945	21.646
Medical Social Service Worker	84	16.835	17.536	18.288			
Programmer Analyst III	176	18.102	18.824	19.513	20.224		
Medical Social Worker	176	18.288	18.895	19.463			
Supervisor Medical Photography	176	19.380					
Perfusionist	1838	23.234	23.996	24.655			

**Schedule "A"**  
**Out Of Schedule Classifications**  
**January 1, 1997**

Classification	Local	Start	1 Year	2 Year	3 Year	4 Year	5 Year
Mental Health Therapist I	176	13.975	14.496	15.036	15.648	16.250	16.88
Programmer Analyst I	176	14.751	15.332	15.914	16.495	18.882	19.52
Mental Health Therapist II	176	15.097	15.730	16.301	16.924	17.586	18.25
Physiotherapist	1549 & 84	15.985	16.566	17.270	18.107	18.678	
Programmer Analyst II	176	16.362	16.985	17.617	18.250	20.738	21.43
Medical Social Service Worker	84	16.668	17.362	18.107			
Programmer Analyst III	176	17.923	18.638	19.320	20.024		
Medical Social Worker	176	18.107	18.708	19.270			
Supervisor Medical Photography	176	19.188					
Perfusionist	1838	23.004	23.758	24.411			

**Schedule "A"**  
**Out Of Schedule Classifications**  
**December 31, 1997 (23:59:59 Hrs)**

Classification	Local	Start	1 Year	2 Year	3 Year	4 Year	5 Year
Mental Health Therapist I	176	14.115	14.641	15.186	15.804	16.413	17.05
Programmer Analyst I	176	14.899	15.485	16.073	16.660	19.071	19.71
Mental Health Therapist II	176	15.248	15.887	16.464	17.093	17.762	18.43
Physiotherapist	1549 & 84	16.145	16.732	17.443	18.288	18.865	
Programmer Analyst II	176	16.526	17.155	17.793	18.433	20.945	21.64
Medical Social Service Worker	84	16.835	17.536	18.288			
Programmer Analyst III	176	18.102	18.824	19.513	20.224		
Medical Social Worker	176	18.288	18.895	19.463			
Supervisor Medical Photography	176	19.380					
Perfusionist	1838	23.234	23.996	24.655			

**January 1, 1995**

Classification	Pay Grade	Start		1 Year		2 Year		3 Year	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Dietary Aide Housekeeping Aide Laundry Aide-	1	1,705	10.450	1,750	10.730	1,798	11.020		
Caretaker Cook I Hostel Service Aide Steno Receptionist	2	1,750	10.730	1,798	11.020	1,844	11.310		
Activity I Orderly Nurse Aide (Without Course)	3A	1,760	10.790	1,844	11.310	1,902	11.660	1,953	11.970
Nurse Aide (Kelsey S.C. Aide Program	3B								
Cook II Maintenance I Washerperson	4	1,844	11.310	1,902	11.680	1,953	11.970		
Head Housekeeper	5								
Activity II Cook III Maintenance II	6								
L.P.N. Certified Orderly Maintenance III	7	2,133	13.080	2,197	13.470	2,272	13,930		
Maintenance IV	8	2,197	13.470	2,272	13.930	2,341	14.350		

**July 1, 1996**

Classification	Pay Grade	Start		1 Year		2 Year		3 Year	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Dietary Aide Housekeeping Aide Laundry Aide	1	1,722	10.555	1,768	10.837	1,816	11.130		
Caretaker Cook I Hostel Service Aide Steno Receptionist	2	1,768	10.837	1,816	11.130	1,862	11.423		
Activity I Orderly Nurse Aide (Without Course)	3A	1,778	10.898	1,862	11.423	1,921	11.777	1,973	12.090
Nurse Aide (Kelsey S.C. Aide Program	3B	1,862	11.423	1,921	11.777	1,973	12.090	2,018	12.373
Cook II Maintenance I Washerperson	4	1,862	11.423	1,921	11.777	1,973	12.090		
Head Housekeeper	5	1,905	11.676	1,980	12.019	2,018	12.373		
Activity II Cook III Maintenance II	6	2,010	12.322	2,088	12.797	2,154	13.211		
L.P.N. Certified Orderly Maintenance III	7	2,154	13.211	2,219	13.605	2,295	14.069		
Maintenance IV	8	2,219	13.605	2,285	14.069	2,364	14.494		

**Schedule "A"**  
CUPE - Special Care Homes

**October 1, 1996**

Classification	Pay Grade	Start		1 Year		2 Year		3 Year	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Dietary Aide Housekeeping Aide Laundry Aide	1	1,722	10.555	1,768	10.837	1,816	11.130		
Caretaker Cook I Hostel Service Aide Steno Receptionist	2	1,768	10.837	1,816	11.130	1,862	11.423		
Activity I Orderly Nurse Aide (R.C.)	3	1,778	10.898	1,862	11.423	1,921	11.777	1,973	12.09
Cook II Maintenance I Washerperson	4	1,862	11.423	1,921	11.777	1,973	12.090		
Head Housekeeper Special Care Aide	5B	1,905	11.676	1,960	12.019	2,018	12.373	2,088	12.79
Activity II Cook III Maintenance II	6	2,010	12.322	2,088	12.797	2,154	13.211		
L.P.N. Certified Orderly Maintenance III	7	2,154	13.211	2,219	13.605	2,295	14.069		
Maintenance IV	8	2,219	13.605	2,295	14.069	2,364	14.494		

**January 1, 1997**

Classification	Pay Grade	Start		1 Year		2 Year		3 Year	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Dietary Aide (Housekeeping Aide Laundry Aide- Caretaker	1	1,739	10.661	1,786	10.945	1,834	11.241		
Cook i Hostel Service Aide Steno Receptionist	2								
Activity I Orderly Nurse Aide (R.C.)	3	1,796	11.007	1,881	11.537	1,940	11.895	1,993	12.21
Cook II Maintenance I Washerperson	4								
Head Housekeeper Special Care Aide	5B	1,924	11.793	1,980	12.139	2,038	12.497	2,10	12.92
Activity II Cook III Maintenance II	6	2,030	12.445	2,109	12.025	2,176	13.343		
L.P.N. Certified Orderly Maintenance III	7	2,176	13.343	2,241	13.741	2,318	14.210		
Maintenance IV	8	2,241	13.741	2,318	14.210	2,388	14.639		



**Schedule "A"**  
**CUPE - Special Care Homes**  
**December 31, 1997 (23:59:59)**

Classification	Pay Grade	Start		1 Year		2 Year		3 Year	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Dietary Aide Housekeeping Aide Laundry Aide	1	1,756	10.768	1,804	11.054	1,852	11.353		
Caretaker Cook I Hostel Service Aide Steno Receptionist	2	1,804	11.054	1,852	11.353	1,900	11.652		
Activity I Orderly Nurse Aide (R.C.)	3	1,814	11.117	1,900	11.652	1,959	12.014	2,013	12.333
Cook II Maintenance I Washerperson	4	1,900	11.652	1,959	12.014	2,013	12.333		
Head Housekeeper	5	1,943	11.911	2,000	12.260	2,058	12.622		
Special Care Aide	5B	1,958	12.004	2,010	12.323	2,058	12.622	2,130	13.054
Activity II Cook III Maintenance II	6	2,050	12.569	2,130	13.054	2,198	13.476		
L.P.N. Certified Orderly Maintenance III	7	2,198	13.476	2,263	13.878	2,341	14.352		
Maintenance IV	8	2,263	13.878	2,341	14.352	2,412	14.785		

Schedule "A"  
Public Health Services, RHD  
Hourly Rates of Pay  
Effective January 1, 1995

Pay Class	step 1	Step 2	step 3	Step 4	Step 5
3	—	9.921	10.509	11.166	11.809
4	—	10.509	11.166	11.809	12.562
5	—	11.166	11.809	12.562	13.355
7	11.809	12.562	13.355	14.149	15.038
10	14.149	15.038	16.051	17.022	18.062
12	16.051	17.022	18.062	19.267	20.512
13	17.022	18.062	19.267	20.512	21.839
14	18.062	19.267	20.512	21.839	23.248

Caretaker (119 hours over 3 weeks)  
Hourly Rates of Pay  
Effective January 1, 1995

Pay Class	Step 1	Step 2	step 3	Step 4	step 5
	10.879	11.572	12.303	13.034	13.854

Public Health Nurses  
Hourly Rates of Pay  
Effective January 1, 1995

Pay Class	Step 1	Step 2	step 3	step 4	step 5
B	16.256	17.009	17.802	18.555	19.335
C	16.721	17.529	18.309	19.130	19.882
D	17.378	18.186	18.993	19.828	20.662
E	19.554	20.484	21.429	22.332	23.290

Street Project - Public Health  
73 Hours 20 Minutes (73.33 Bi-weekly)

Pay Class	Step 1	Step 2	step 3	step 4	step 5
B	16.201	16.951	17.742	18.492	19.269
D	17.319	18.124	18.928	19.760	20.592

**Schedule "A"**  
**Public Health Services, RHD**  
**Hourly Rates of Pay**  
**Effective July 1, 1996**

<b>Pay Class</b>	<b>Step 1</b>	<b>step 2</b>	<b>step 3</b>	<b>Step 4</b>	<b>step 5</b>
3		10.020	10.614	11.278	11.927
4		10.614	11.278	11.927	12.688
5		11.278	11.927	12.688	13.489
7	11.927	12.688	13.489	14.290	15.188
10	14.290	15.188	16.212	17.192	18.243
12	16.212	17.192	18.243	19.460	20.717
13	17.192	18.243	19.460	20.717	22.057
14	18.243	19.460	20.717	22.057	23.480

**Caretaker (119 hours over 3 weeks)**  
**Hourly Rates of Pay**  
**Effective July 1, 1996**

<b>Pay Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>step 5</b>
	10.988	11.688	12.426	13.164	13.993

**Public Health Nurses**  
**Hourly Rates of Pay**  
**Effective July 1, 1996**

<b>Pay,Class</b>	<b>Step 1</b>	<b>step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
B	16.256	17.009	17.802	18.555	19.335
C	16.721	17.529	18.309	19.130	19.882
D	17.378	18.186	18.993	19.828	20.662
E	19.554	20.484	21.429	22.332	23.290

**Street Project – Public Health**  
**73 Hours 20 Minutes (73.33Bi-weekly)**

<b>Pay Class</b>	<b>step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
B	16.201	16.951	17.742	18.492	19.269
D	17.319	18.124	18.928	19.760	20.592

**Schedule "A"**  
**Public Health Services, RHD**  
**Hourly Rates of Pay**  
**Effective October 1, 1996**

<b>Pay Glass</b>	<b>step 1</b>	<b>Step 2</b>	<b>step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>3</b>		<b>10.020</b>	<b>10.614</b>	<b>11.278</b>	<b>11.927</b>
<b>4</b>		<b>10.614</b>	<b>11.278</b>	<b>11.927</b>	<b>12.688</b>
<b>5</b>		<b>11.278</b>	<b>11.927</b>	<b>12.688</b>	<b>13.489</b>
<b>7</b>	<b>11.927</b>	<b>12.688</b>	<b>13.489</b>	<b>14.290</b>	<b>15.188</b>
<b>10</b>	<b>14.290</b>	<b>15.188</b>	<b>16.212</b>	<b>17.192</b>	<b>18.243</b>
<b>12</b>	<b>16.212</b>	<b>17.192</b>	<b>18.243</b>	<b>19.460</b>	<b>20.717</b>
<b>13</b>	<b>17.192</b>	<b>18.243</b>	<b>19.460</b>	<b>20.717</b>	<b>22.057</b>
<b>14</b>	<b>18.243</b>	<b>19.460</b>	<b>20.717</b>	<b>22.057</b>	<b>23.480</b>

**Caretaker (119 hours over 3 weeks)**  
**Hourly Rates of Pay**  
**Effective October 1, 1996**

<b>Pay Class</b>	<b>step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
	<b>10.988</b>	<b>11.688</b>	<b>12.426</b>	<b>13.164</b>	<b>13.993</b>

**Public Health Nurses**  
**Hourly Rates of Pay**  
**Effective October 1, 1996**

<b>Pay Class</b>	<b>step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Public Health Nurse R.N.</b>	<b>17.211</b>	<b>17.796</b>	<b>18.411</b>	<b>19.046</b>	<b>19.686</b>	
<b>PHN CERT.</b>	<b>18.411</b>	<b>19.046</b>	<b>19.686</b>	<b>20.406</b>	<b>21.090</b>	
<b>DEGREE</b>	<b>19.046</b>	<b>19.686</b>	<b>20.406</b>	<b>21.090</b>	<b>21.853</b>	
<b>Public Health Nurse Supervisor</b>						
<b>DEGREE</b>	<b>19.686</b>	<b>20.406</b>	<b>21.090</b>	<b>21.853</b>	<b>22.679</b>	<b>23.510</b>

**Schedule "A"**  
**Public Health Services, RHD**  
 Hourly Rates of Pay  
 Effective January 1, 1997

<b>Pay Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>step3</b>	<b>step4</b>	<b>Step 5</b>
<b>3</b>		10.120	10.720	11.390	12.046
<b>4</b>		10.720	11.390	12.046	12.814
<b>5</b>		11.390	12.046	12.814	13.623
<b>7</b>	12.046	12.814	13.623	14.433	15.340
<b>10</b>	14.433	<b>15.340</b>	16.374	17.364	<b>18.425</b>
<b>12</b>	16.374	17.364	18.425	19.654	20.924
<b>13</b>	17.364	18.425	19.654	20.924	22.278
<b>14</b>	18.425	19.654	20.924	22.278	23.715

Caretaker (119 hours over 3 weeks)  
 Hourly Rates of Pay  
 Effective January 1, 1997

<b>Pay Class</b>	<b>step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step4</b>	<b>step 5</b>
	11.098	11.805	12.550	13.296	14.132

Public **Health** Nurses  
 Effective January 1, 1997  
 Hourly Rates of Pay

<b>Pay Class</b>	<b>Step 1</b>	<b>step 2</b>	<b>Step 3</b>	<b>step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Public Health Nurse R.N.</b>	17.211	17.796	18.411	19.046	19.686	
<b>PHN CERT.</b>	18.411	19.046	19.686	20.406	21.090	
<b>DEGREE</b>	19.046	19.686	20.406	21.090	21.853	
<b>Public Health Nurse Supervisor</b>						
<b>DEGREE</b>	19.686	20.406	21.090	21.853	<b>22.679</b>	23.510

Schedule "A"  
Public Health Services, RHD  
Hourly Rates of Pay  
Effective December 1, 1997

Pay Class	Step 1	Step 2	step 3	step 4	step 5
3		9.908	10.495	11.151	11.794
4		10.495	11.151	11.794	12.546
5		11.151	11.794	12.546	13.338
*7	11.794	12.546	13.338	14.131	15.018
10	14.131	15.018	16.030	17.000	18.038
12	16.030	17.000	18.038	19.242	20.485
13	17.000	18.038	19.242	20.485	21.811
14	18.038	19.242	20.485	21.811	23.218

\* Includes Caretaker Classification

Public Health Nurses  
Effective December 1, 1997  
Hourly Rates of Pay

Pay Class	Step 1	step 2	Step 3	Step 4	Step 5	Step 6
Public Health Nurse R.N.	17.211	17.796	18.411	19.046	19.686	
PHN CERT.	18.411	19.046	19.686	20.406	21.090	
DEGREE	19.046	19.686	20.406	21.090	21.853	
Public Health Nurse Supervisor						
DEGREE	19.686	20.406	21.090	21.853	22.679	23.510

**Schedule "A"**  
**Public Health Services, RHD**  
**Hourly Rates of Pay**  
**Effective December 31, 1997 (23:59:59)**

<b>Pay Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>3</b>		<b>10.007</b>	<b>10.600</b>	<b>11.263</b>	<b>11.912</b>
<b>4</b>		<b>10.600</b>	<b>11.263</b>	<b>11.912</b>	<b>12.671</b>
<b>5</b>		<b>11.263</b>	<b>11.912</b>	<b>12.671</b>	<b>13.471</b>
<b>"7</b>	<b>11.912</b>	<b>12.671</b>	<b>13.471</b>	<b>14.272</b>	<b>15.169</b>
<b>10</b>	<b>14.272</b>	<b>15.169</b>	<b>16.190</b>	<b>17.170</b>	<b>18.219</b>
<b>12</b>	<b>16.190</b>	<b>17.170</b>	<b>18.219</b>	<b>19.434</b>	<b>20.690</b>
<b>13</b>	<b>17.170</b>	<b>18.219</b>	<b>19.434</b>	<b>20.690</b>	<b>22.029</b>
<b>14</b>	<b>18.219</b>	<b>19.434</b>	<b>20.690</b>	<b>22.029</b>	<b>23.450</b>

\* includes Caretaker Classification

**Public Health Nurses**  
**Effective December 31, 1997 (23:59:59)**  
**Hourly Rates of Pay**

<b>Pay Class</b>	<b>step 1</b>	<b>Step 2</b>	<b>step 3</b>	<b>step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Public Health Nurse R.N.</b>	<b>17.211</b>	<b>17.796</b>	<b>18.411</b>	<b>19.046</b>	<b>19.686</b>	
<b>PHN CERT.</b>	<b>18.411</b>	<b>19.046</b>	<b>19.686</b>	<b>20.406</b>	<b>21.090</b>	
<b>DEGREE</b>	<b>19.046</b>	<b>19.686</b>	<b>20.406</b>	<b>21.090</b>	<b>21.853</b>	
<b>Public Health Nurse Supervisor</b>						
<b>DEGREE</b>	<b>19.686</b>	<b>20.406</b>	<b>21.090</b>	<b>21.853</b>	<b>22.679</b>	<b>23.510</b>

Schedule "B"

All Laboratory and X-Ray Students entering the training program shall be paid on the following basis:

<b>Orientation</b>	<b>Minimum Wage</b>
<b>Upon return to the Hospital up to 12th month</b>	<b>53% of start rate for Registered Technicians</b>
<b>13 - 18 months</b>	<b>63% of start rate for Registered Technicians</b>
<b>19 - 28 months or completion of the program if less than 28 months</b>	<b>73% of start rate for Registered Technicians</b>



## Letter of Understanding #1

### Re: Job Evaluation

CUPE and SAHO agree that fundamental to the enabling of health care structural **reform** is the development of a job evaluation system to act as the basis of rationalization and standardization of **jobs** and pay rates.

CUPE and SAHO also agree that such a job evaluation system must, if necessary, transcend all union jurisdictions and subsectors of health care and be gender neutral.

Accordingly, CUPE and SAHO agree that they are committed to **working** in partnership with each other and the other health care unions on the development of a **gender-neutral** job evaluation system for health care.

CUPE and SAHO also agree that the joint development work **must** commence immediately upon the signing of a Letter of Understanding by the Employers and the health care **unions** with respect to the job evaluation study.

## Letter of Understanding #2

### Re: Employee and Family Assistance Program

It is agreed that there be joint consultation between the Employer and the Union to establish an Employee and Family Assistance Program (E.F.A.P.)

## Letter of Understanding #3

### Re: Cooperative Wage Study (Acute Care)

#### IT IS AGREED THAT

#### 1. Red Circle Jobs

All incumbents, in recognized red circle jobs, shall be paid **100%** of the negotiated wage and benefit increase for 1982 based **on** the January 1, 1982 negotiated wage schedule.

2. Academic allowances and benefits retroactive if appeals Indicate they haven't been measured twice. **Bonus** to be stopped **on** date of signing and **will** be paid retroactive to date of signing if appeals **so** indicate.

Letter of Understanding #4

**Re:** Disability Income Plan Rehabilitation Fund

The established rehabilitation fund (\$76,728.46) shall be utilized for investment purposes **only**;

- (a) Interest earned, less appropriate administrative charges, shall be available as supplementary funds for rehabilitation projects for CUPE members.
- (b) Recommendations for expenditures shall be made by the Director of Employee Benefits to the Joint Administrative Committee, The Committee will receive copies of all requests for assistance.
- (c) **Any** unspent interest will revert to the capital of the fund.

Letter of Understanding #5

**Re:** Printing of Agreement

CUPE and SAHO agree that the cost of printing the Collective Agreement will be shared on a pro rata basis between the Saskatchewan Association of Health Organizations and the Canadian Union of Public Employees, based on the number of copies ordered by each party.

Letter of Understanding #6

**Re:** Seniority Conversion (Special Care Homes)

The Union and the Employer agree to reinstate seniority hours for Employees of CUPE Special Care Homes whose hours of seniority were converted to reflect changes in the annual hours of work, effective the date the conversion was made (which for most facilities was November **1, 1994**). Seniority will accrue in accordance with Article **10.01** of the SAHO CUPE Special Care Homes Agreement for the period January **1, 1992** to December **31, 1994** until the date of signing of the collective agreement. Effective the date of signing of the collective agreement by the Employer and the Union seniority shall accrue in accordance with Article **11.01** of this collective agreement. Thereafter, seniority will accrue in accordance with Article **11.01 - Accumulation of Seniority**.

### Letter of Understanding #7

**Re: Grandfathering Employees who Opted Out of Pension Plan** (Special Care Homes)

Upon retirement, an Employee who opted out of participating in the Pension Plan when it was introduced:

1. Shall be entitled to the same vacation pay which the Employee would have earned had the Employee continued employment to the end of the vacation year; and
2. Provided the Employee has an accumulation of sick leave credits, shall be eligible for a salary grant in lieu thereof equal to one-sixth (1/6) of the accumulated credit after ten (10) years of service, one third (1/3) of the accumulated credit after fifteen (15) years of service and one-half (1/2) of the accumulated credit after twenty (20) years of service.

### Letter of Understanding #8

**IT IS AGREED BETWEEN THE UNION AND THE EMPLOYER THAT THE FOLLOWING CONDITIONS SHALL APPLY TO STUDENTS EMPLOYED BY THE PASQUA HOSPITAL, REGINA; REGINA GENERAL HOSPITAL, REGINA; AND THE VICTORIA UNION HOSPITAL, PRINCE ALBERT.**

1. That the Union will not interfere with the terms and conditions surrounding the teaching program per se, as it is recognized that this program must be acceptable to the accreditation body.
2. 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.
3. That any student who opts out of the teaching program and applies for a position in the hospital proper, will be considered as 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 retroactivity for the entire period that the Employee was in the teaching program. This provision also applies to those students who, having completed their educational program, are seeking employment within the hospital,
4. The students will not have access to the Pension Plan of the hospital at this time, however, when they obtain a permanent position within the hospital, provided that they have spent at least one (1) year in the teaching program, they will have access to the Pension Plan immediately.

Letter of Understanding #9

**RE:** Special Care Aide Classification • Special Care Homes Only

**A** new classification of Special Care Aide shall **be** created effective October 01, 1996.

Entry level qualifications of the Special Care Aide classification would include **"must be a graduate of the Kelsey Special Care Aide program or equivalent"**. Equivalencies to the Kelsey Special Care Aide program shall include:

- i) LPN; or
- ii) RN/RPN or graduate nurse; or
- iii) any other course agreed upon as equivalent by the parties to this agreement.

The Nurse Aide classification shall be deleted effective the date the Special Care Aide classification is created. Nurse Aides employed effective that date who are not graduates of the Kelsey Special Care Aide program or equivalent shall be red-circled at pay grade 3 until such time as they become qualified as a Special Care Aide, retire or terminate.

Should a Nurse Aide become qualified as a Special Care Aide she shall be reclassified **in** accordance with Article 12.09 • Pay Upon Promotion. From that date she shall commence the accumulation of 1950 hours toward her next increment.

Should it become necessary to employ a Special Care Aide who is not a graduate of the Kelsey Special Care Aide program or equivalent, the Employer shall give preference to bargaining unit members. Such Employee will be required **to** become qualified within **two (2)** years at her own expense. Until such time **as** she becomes qualified, she shall be paid in accordance with pay Grade 3.

Letter of Understanding #10

**Re:** Relief Employees Access to Sick Leave Credits and Bridge **Benefit** of Disability Income **Plan**

CUPE and SAHO shall meet within ninety (90) days of the signing of the Collective Agreement **to discuss** eligibility **to** Sick Leave Credits and the Bridge Benefit of the Disability Income Plan by Relief employees.

Letter of Understanding #11

**Re:** **Reclassification** of Employees

CUPE and SAHO shall meet within ninety (90) days of the signing of the Collective Agreement to discuss the Reclassification of Employees when Workplace Reorganization occurs.

## **Letter of Understanding #12**

**Re: Maximizing Full Time Employment**

It is the intent of the Employer, that insofar as the efficient operation of the Employer is concerned, the Employer will:

- Employ as many full time employees as is reasonably possible.
- Where viable, when posting part time positions, incorporate the most hours feasible out of the predictable available work.
- Minimize the use of relief work.

### **1.0 Purpose**

- 1.1** This letter of understanding will **govern** the review and allocation of hours with the goal of maximizing full time employment.
- 1.2** Discussion will take place between management and the union prior to any implementation.

### **2.0 Maximizing Hours in Part Time Positions**

- 2.1** **As** permanent part time positions are vacated and approved for staffing, discussion shall take place between management and the union and subject to an agreement between management and the union, shifts may be redistributed in the following manner:
  - a) When departmental reorganization is contemplated, management staff will meet **with** the union to discuss the creation of full time positions **and/or** the maximization of part time positions.
  - b) Where positions are **vacated**, shifts will be distributed to senior qualified permanent part time employees, in order **of** seniority with the aim of incorporating the most hours **in** a position.
- 2.2** If all shifts are not redistributed as per 2.1 or if mutual agreement cannot be reached as to the redistribution of additional hours, a permanent part time position will then **be** posted.
- 2.3** New Letters of Appointment for part time employees **will** be issued when additional regular hours are added to their schedule. Application of 2.1 may result in part time encumbered positions becoming full time.
- 2.4** If permanent part time positions within a specific functional area are vacated simultaneously, where operationally **feasible**, the manager shall combine the positions into a permanent **full** time position or a larger permanent **part** time position and post **as** per 2.5 (c).

- 2.5** a) Where a relief employee is identified as working ongoing and regularly scheduled shifts, the manager will review the schedule with a view to incorporating those hours into schedules of senior part time employees in the department, who desire them.
- b) Where (a) is not applicable, a new permanent part time position will be created and posted.
- c) The Union and Employer will meet to discuss the circumstances under which newly created positions will be posted. In some cases the posting provisions may be, by mutual agreement, specific to a particular department.

### **3.0** Dispute Resolution

- 3.1** Any outstanding issues regarding the application of this Letter of Understanding or if resolution is not found at the meeting, the Union may choose to access the grievance procedure.

### **4.0** Term of Letter

- 4.1** This Letter of Understanding can be terminated by either party, giving ninety (90) days written notice to the other party. Amendments to this letter may occur as required and agreed between the parties.

## Pro Forma Letter of Appointment

\_\_\_\_\_  
(Name of Employer)

\_\_\_\_\_  
(Name of Employee)

In accordance with Article 12.03(c), the Employer confirms your appointment into a part-time position.

Classification: \_\_\_\_\_

Number of hours of work per rotation:

\_\_\_\_\_ hours in a \_\_\_\_\_ week rotation.

After discussion with the Employer, I have identified I am / I am not available for relief work.  
(circle one)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

- c. Personnel file
- Immediate Supervisor
- Local Union

# PRO FORMA • ASSIGNMENT OF RELIEF WORK

In A Department or Functional Area

Name: \_\_\_\_\_

Home Department: \_\_\_\_\_

1. Are you available for relief work in your department or functional area? [ ] Yes [ ] No
2. Are **you** available for relief **work** on short notice? [ ] Yes [ ] No  
Identify Notice Required [ ] At least 1 hr Notice  
[ ] At least 4 hr Notice  
[ ] At least 8 hr Notice  
[ ] At least 24 hour Notice

3. Identify shifts you are **NOT** available to work.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

4. Are **you** working Part-time or relief shifts in another department or functional area? [ ] Yes [ ] No

If **yes**, attached a copy of your regular scheduled hours (if applicable)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



# PRO FORMA LETTER OF UNDERSTANDING

## Itinerant Movement

### 1. PURPOSE

**1.01** This Letter of Understanding will govern the movement and/or assignment of \_\_\_\_\_ Health District staff between the Divisions of the \_\_\_\_\_ Health District. Such movement shall be known as Itinerant Movement.

\*Specifically this agreement applies to the \_\_\_\_\_ department.  
Does not create new class of employee only new location of work.

**1.02** It is the intent of such itinerant movement to enhance employment opportunities for existing staff within the \_\_\_\_\_ Health District and to ensure optimum quality care for the clients.

**1.03** It is agreed existing employees will not be displaced by the itinerant movement of other staff, **who** normally perform the same or similar duties in other Divisions and **who** are assigned itinerant functions.

**1.04** It **is** agreed by the Union and Employer that this agreement shall work in concern with the provisions of the applicable Collective Agreements and Letters of Understanding of the unions involved and have the force and effect of a Collective Agreement.

**1.05** Where **this** Letter of Understanding is silent, the applicable Collective Bargaining Agreement of the union involved will govern.

**1.06** In case of discrepancies between **this** Letter of Understanding and the applicable Collective Bargaining Agreement, and **in** the absence of specifically negotiated provisions in this letter, the terms and conditions of the Collective Bargaining Agreement **will** govern.

### 2. ASSIGNMENTS

**2.01** The \_\_\_\_\_ Health District undertakes to engage in discussions with the unions to develop mutual agreement on the nature of Itinerant Assignments.

**2.02** Itinerant movement of \_\_\_\_\_ Health District staff will be identified under **two** distinct patterns:

1. Regular - "Ongoing" **basis**
2. Irregular - "As Needed" **basis**

## **Regular Ongoing**

**This** will involve movement of staff on an ongoing basis between facilities/agencies of the District, i.e. staff from an integrated or district department required to work in any or all facilities/agencies of the District.

District programming may be organized in the following ways:

1. Centralized department will all staff headquartered in one location, and with staff serving all facilities/agencies.
2. Centralized department with satellite offices within some or all of the facilities/agencies.
3. Satellites or site offices within each facility/agency with staff permanently assigned to one location.

## **Irregular - ~~As~~ Needed**

This will involve the movement of staff between facilities/agencies on an irregular or "as needed" basis to provide:

- vacation relief
- sick leave relief
- temporary project assignments.

- 2.03 Irregular assignments will vary in length from several hours to a maximum of four weeks. In extenuating circumstances, an assignment may be beyond four weeks with the mutual agreement of the bargaining units and the employer.
- 2.04 Irregular assignments will be made on the basis of lateral movements, and will not include temporary performance of higher duties or substitution assignments unless previously agreed to between the Union and Employer.
- 2.05 Staff will be provided with an orientation to the new facility prior to commencing duties,
- 2.06 The Union and Employer will develop a mutual agreement related to "on-call" assignments.
- 2.07 Wherever possible, employee's preference for itinerant assignments will be considered by the department.

### **3. JURISDICTION**

**3.01** Itinerant staff, **on** either a regular or an Irregular assignment will fall under the jurisdiction of and **will** be governed **by** the **terms** and conditions **of** their permanently assigned headquarters bargaining units' collective agreement, irrespective of any temporary location assignment.

### **4. SENIORITY AND BENEFITS**

**4.01** Itinerant staff, on either a regular or irregular assignment, will continue to accrue seniority and benefits at their permanently assigned headquarters under their applicable collective bargaining agreement, **irrespective** of any temporary location assignment.

### **5. TERMINATION**

**5.01** In the event that any of the parties signatory to this agreement wishes to **terminate** such agreement, it shall **give** ninety (90) **days** written notice to the other parties.

**CUPE-SAHO Pro Forma Letter of Understanding on Extended Shift - (Acute Care)**

Letter of Understanding Regarding the Extended Shift  
Being Supplementary to the Collective Agreement  
**BETWEEN THE**

\_\_\_\_\_ and  
Canadian Union of Public Employees, Local \_\_\_\_\_

The parties agree that the following terms and conditions apply to those Employees whom both parties have agreed may work on Extended Shift scheduled on Unit \_\_\_\_\_ of the Hospital.

**A** modified shift schedule providing for an extension of the ~~work~~ day to twelve **(12)** hours for a trial period of ~~six (6)~~ months shall be implemented on \_\_\_\_\_ . Either party shall give the other party ~~twenty-eight (28)~~ days notice of intent to terminate the extended shift schedule during the trial period. Both the Union and Employer agree to meet at least ~~twenty-eight (28)~~ days prior to the duration of the trial period to terminate or extend the extended shift schedule. In the event that the Union and Employer agree to an extension the same provisions as stipulated in the trial period shall apply.

1. The Extended Shift Schedule is designed to provide Employees working such schedule with less days to work in a four **(4)** week period, to provide the Employee with no less than two consecutive days off, and to provide Employees with every second (2nd) weekend off with no increased cost to the Employer.
2. Should there not be agreement to extend the Extended Shift Schedule Employees shall revert to coverage under Article 16 - Hours of Work.
3. Each four week period shall not exceed one hundred and ~~forty-nine point three, three (149.33)~~ hours of work. It is understood that wherever ~~eleven point seven eight (11.78)~~ hours is indicated its equivalent ~~eleven (11)~~ hours and ~~forty-seven (47)~~ minutes may be used. The four **(4)** week period shall consist of twelve **(12)** extended shifts and one (1) ~~eight (8)~~ hour shift.
4. Overtime shall be paid for all time worked in excess of ~~eleven point seven eight (11.78)~~ hours or ~~eight (8)~~ hours whichever is being worked at the rate of time and one-half (1%) for the first four **(4)** hours and double time (2x) thereafter.
5. a) Each extended shift of ~~eleven point seven eight (11.78)~~ hours shall be inclusive of three (3) ~~fifteen (15)~~ minute rest periods.  
b) Each extended shift of ~~eleven point seven eight (11.78)~~ hours shall be exclusive of one (1) ~~forty-five (45)~~ minute meal break.

- c) Each shift of eight (8) hours shall be inclusive of two (2) fifteen (15) minute rest periods and exclusive of one (1) thirty (30) minute meal break.
6. A weekend shall be defined as the consecutive hours between 0001 hours Saturday and 0700 hours Monday, unless the Employee's schedule required her to work an extended shift on Friday which continues into Saturday in which case this Employee's weekend shall be defined as 0800 hours Saturday to 1900 hours Monday.
7. No more than four (4) consecutive extended eleven point seven eight (11.78) hour shifts shall be scheduled at any time. Deviation from this shall only be by mutual agreement between the Employer and the Employee.
8. Annual Vacations
- The number of duty days off which an Employee receives under the modified shift schedule pattern are to correspond exactly in hours to the duty days off on an eight (8) hour shift pattern.
9. Statutory Holidays
- Statutory Holidays falling on an Employee's day off shall entitle the Employee to an eight (8) hour day off with pay.
- Statutory Holidays off or days in lieu of Statutory Holidays shall be scheduled on an 8 hour shift.
- All hours worked on a Statutory Holiday by an Employee on the extended shift schedule shall be paid at the rate of time and one-half (1½) times. A day off in lieu of work on a Statutory Holiday shall be an eight (8) hour day.
10. Sick Leave
- For the purpose of Extended Shifts, one (1) day of sick leave, accumulated or taken, shall be considered on the actual hours of shift schedule.
11. Shift Premium
- Shift premium as per Article 16.16 of the Collective Agreement will be paid for extended shift hours worked between 1500 hours and 0800 hours.

## APPENDIX I

Better than Provisions Regarding Pay-Out of Unused Sick Leave to Remain for each Local Agreement Subject to Article 25.02 - Installation and Payout of Unused Sick Credits.

### 1. The Battlefords Union Hospital

After two (2) years of continuous service, sickness and authorized leave of absence not breaking continuity of service, an employee on termination of employment shall receive termination pay equal to one-third (1/3) of his accumulated sick leave.

Effective November 1, 1962, those employees who elect to join the hospital pension plan shall forfeit benefits under this Section (Clause 25.02) while those employees who are presently and who elect not to join the Pension Plan will receive benefits under this Clause 25.02.

### 2. Yorkton Regional Health Centre

A record of all unused sick leave will be kept in the Personnel Department of the Health Centre for the purpose of a retirement fund. Immediately after the close of each calendar year, each employee shall review the records of the Personnel Department and verify that the accumulated sick leave is correct. Any employee is to be advised on application of the amount of sick leave accrued to his credit.

#### Retirement or Severance Gratuity Fund:

An employee having accrued sick leave to his or her credit shall, on termination of employment or retirement, receive a salary grant in lieu thereof equal to one-sixth (1/6) of the accumulated credit after ten (10) years of service, and one-third (1/3) of the accumulated credit after fifteen (15) years of service, and one-half (1/2) of the accumulated credit after twenty (20) years of service, provided that this shall not apply in cases of dismissal for just cause. The salary grant in each case to be calculated on the average salary for the last five (5) year period. Only those employees on staff prior to January 1, 1972, shall be eligible for this retirement or severance gratuity fund payment. In the event of death of an employee before termination or retirement, any accrued sick leave cash benefits shall be paid to the beneficiary of the deceased employee,

### 3. Lloydminster Hospital

An employee having accrued sick leave to his or her credit shall, on termination of employment or retirement, receive a salary grant in lieu thereof equal to one-sixth (1/6) of the accumulated credit after ten (10) years of service, and one-third (1/3) of the accumulated credit after fifteen (15) years of service and one-half (1/2) of the accumulated credit after twenty (20) years of service provided that this shall not apply in case of dismissal for just cause. These provisions to continue for incumbents as of June 28, 1974.

In the event of the death of an employee before termination or retirement, any accrued sick leave cash benefits as outlined above shall be paid to the beneficiary of the deceased employee.

#### 4. Regina General Hospital, Regina

Effective as of January 1, 1946, applicable to all employees on staff as of April 1, 1974, and annually thereafter, for the purpose of pay out of sick credits an employee shall be entitled to accumulate sick leave credits on the basis of one (1) day for each month of continuous employment commencing with the thirteenth (13th) month, not exceeding twelve (12) days in any calendar year. Unused paid sick leave credits may be accumulated to a maximum of one hundred and fifty-six (156) days. New employees hired after April 1, 1974, shall not be eligible for such payout provisions.

- (a) Upon Superannuation, an employee shall receive payment at their current rate of pay for fifty (50) percent of all accumulated paid sick leave credits, providing the total accumulated credit is thirty (30) days or more.
- (b) Upon death, the employee's beneficiary as designated under the SAHO Group Life Insurance, shall receive payment at the employee's current rate of pay for fifty (50) percent of all accumulated paid sick leave credits, provided the total accumulated credits is thirty (30) days or more.
- (c) Having ten (10) or more years continuous service with the Regina General Hospital shall: Upon termination of employment in good standing, receive payment at their current rate of pay for fifty (50) percent of all accumulated sick leave credits, provided the total accumulated credits is thirty (30) days or more.

#### 5. Pasqua Hospital, Regina

Employees on staff at Pasqua Hospital prior to July 21, 1982, and who terminate due to technological change or retire due to age or incapacitation, after completing more than ten (10) years continuous service, shall receive terminal pay calculated on the basis of one-third (1/3) of accumulated hours sick leave credits to a maximum of three hundred and twenty (320) hours at the regular rate of pay.

#### 6. Regina Health District, Local 7 - Community Health Division

All employees covered by this agreement having at least ten (10) year's continuous service as a permanent employee or qualified as a "full time casual" in accordance with the letter of understanding regarding benefits for full time casuals and at least thirty (30) days' sick leave credit upon severance of employment with the Regina District Health Board, except by dismissal, shall be paid at his or her regular rate of pay in the amount of fifty (50) percent of all accumulated sick leave the employee may have to his or her credit or seventy-eight (78) days whichever is the lesser (i.e. twenty-nine (29) day's credit - payment nil, thirty (30) days' credit - payment fifteen (15) days).

However, in the event an employee must sever employment with the Regina District Health Board on compassionate ~~and/or~~ extenuating grounds, for reasons ~~such~~ as death or personal ill ~~health~~ or physical infirmity: the ill health of his wife or children or any others who ~~may~~ be dependent upon such employee, or a transfer ~~of~~ obligation on the part of the employer and who has ~~at~~ least five **(5)** years of continuous service, shall be entitled to all the benefits provided ~~in~~ this clause.



## APPENDIX II

Accumulation of **sick** leave (working days) better than provincial.

Agreement provisions that have been grandfathered,

<b>Facility</b>	<b>Local #</b>	<b>Days/month</b>	<b>Total Accumulation</b>	<b>Date Grandfathered</b>
Canora Hospital	89	1½	120	June 14, 1996
Esterhazy, Centennial Special Care Home	1738	1½	120	March 31, 1978
Estevan, St. Joseph's	80	1½	140	June 14, 1996
Grenfell Health Centre	1829	1½	120	June 14, 1996
Kamsack Hospital	2048	1½	120	June 14, 1996
Kerrobert Hospital	3857-5	1½	120	June 14, 1996
Kindersley Hospital	85	1¼	135	June 14, 1996
Lloydminster Hospital	766	1½ (FT & PT) 1½	156 120	June 28, 1974 June 14, 1996
Maidstone Hospital	1893	1½	120	June 14, 1996
North Battleford, Battleford Hospital	83	1¼	190	June 14, 1996
P.A. Herb Bassett/ Terrace	3186	1½	120	January 1, 1990
<p>(Employees who have an accumulation of more than one hundred and twenty (120) days shall have their accumulation capped at their accumulation as of January 1, 1990 and their accumulation will be reduced to the one hundred and twenty (120) days maximum as sick leave credits are used. An employee who choose not to enter the pension plan when it was introduced shall have a maximum sick leave accumulation of one hundred and fifty (150) working days.)</p>				
P.A. Mont St. Joseph	1518	1½	120	August 5, 1994
<p>(An employee who has accumulation of more than one hundred and twenty (120) days shall have their accumulation capped at their accumulation as of August 1, 1994 and their accumulation will be reduced to the one hundred and twenty (120) days maximum as sick leave credits are used).</p>				
Radville, Marion Health Centre	1940	1½	120	June 09, 1976
Regina Pioneer Village	1138	1¼	156	June 14, 1996
<p>(Employees at the Regina Pioneer Village who opted out of participating in the Pension Plan when it was introduced, shall be credited with three days sick leave credits (pro-rated for Number of Hours Eligible for Entitlement vs Full prescribed hours per year) each year. These credits are for credit upon retirement only and may not be used for sick leave with pay. The maximum accumulation of one hundred and fifty-six (156) days includes these three additional days sick leave credits each year).</p>				

<u>Facility</u>	<u>Local #</u>	<u>Days/month</u>	<u>Total Accumulation</u>	<u>Date Grandfathered</u>
Rosthern Union	1631	1½	120	June 14, 1996
Tisdale Union	828	1¼	150	June 14, 1996
Unity Hospital	1917	1½	120	June 14, 1996
Uranium City Municipal Hospital	1561	1½	120	June 14, 1996
Weyburn Special Care Home	1844	1½	120	December 5, 1994
Yorkton Regional Health Centre	519	1¼	150	June 14, 1996

**APPENDIX III**

**BASIC PAY GRADES ESTABLISHED  
FOR  
SPECIFIC CLASSIFICATIONS  
IN NEW CERTIFICATIONS - Acute Care**

**1. Cooks (All Hospitals)**

Where "Cook" classifications exist within the scope of this bargaining unit, the basic pay grade for Cooks, Second Cooks and Pastry Cooks shall be as follows, subject to detailed hospital review.

<u>NO. OF BEDS</u>	<u>CLASSIFICATION</u>
1 - 35	Cook Second Cook
36 - 100	Cook Second Cook Pastry Cook
Over 100	Cook Second Cook Pastry Cook

**NOTE**

1. Where Hospitals provide Food Service to Nursing Homes, the nursing home bed count will be added to the hospital rated bed capacity for purposes of determining the above mentioned pay levels.
2. For hospitals in excess of 100 beds, the pay grade shall not be less than those hospitals above.

THE PARTIES TO THIS SETTLEMENT SHALL RECOMMEND THIS COLLECTIVE AGREEMENT TO THEIR RESPECTIVE PRINCIPLES TO BE INCORPORATED INTO THE SAHO-CUPE COLLECTIVE AGREEMENT FOR THE PERIOD 1 JANUARY 1995 TO 31 DECEMBER 1997.

SIGNED ON BEHALF OF THOSE EMPLOYERS AND LOCAL UNIONS, WHO AUTHORIZED THE CENTRAL BARGAINING COMMITTEE TO NEGOTIATE ON THEIR BEHALF, SUBJECT TO RATIFICATION OF THE INDIVIDUAL EMPLOYER AND LOCAL UNION THIS 19 DAY OF Dec A.D., 1996.

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS PROVINCIAL BARGAINING COMMITTEE

*Terri Hodges*  
Terri Hodges

*Al Hoffman*  
Al Hoffman

*J. Bell*  
Judy Bell

*Sonja Matt*  
Sonja Matt

*Debbie Beaton*  
Debbie Beaton

*Joanne Bodnar*  
Joanne Bodnar

*Don Soanes*  
Don Soanes

*Wayne Sakires*  
Wayne Sakires

CANADIAN UNION OF PUBLIC EMPLOYEES BARGAINING COMMITTEE

*Shirley Thera*  
Shirley Thera

*Kelly Sigfusson*  
Kelly Sigfusson

*Eunice Woodward*  
Eunice Woodward

*Armand Corbeil*  
Armand Corbeil

*Debbie Hubick*  
Debbie Hubick

*Stella Hickie*  
Stella Hickie

*Pearl Blommaert*  
Pearl Blommaert

*Earl Longworth*  
Earl Longworth

*Jim Carr*  
Jim Carr

*Elaine Ehman*  
Elaine Ehman

*Steve Foley*  
Steve Foley

*Darcy Bucsis*  
Darcy Bucsis

*Nettie Mitchell*  
Nettie Mitchell

*Esther Corrigan*  
Esther Corrigan

*Sharon Lamb*  
Sharon Lamb

*Leeann Potetz Moore*  
Leeann Potetz Moore

*Janet Cristo*  
Janet Cristo

*Andrew Huculak*  
Andrew Huculak

*John Welden*  
John Welden