

**COLLECTIVE AGREEMENT**  
FOR ACUTE CARE AND  
LONG-TERM CARE FACILITIES

BETWEEN

SASKATCHEWAN ASSOCIATION OF  
HEALTH ORGANIZATIONS

AND

THE SERVICE EMPLOYEES  
INTERNATIONAL UNION

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



MEMORANDUM OF AGREEMENT MADE THIS - DAY OF \_\_\_\_\_ , 19 \_ A.D.

(\*Denotes Affiliation with the Health District)

(\*\*Denotes Facility No Longer Open)

**BETWEEN**  
**SASKATCHEWAN ASSOCIATION**  
**OF HEALTH ORGANIZATIONS**

**AND**  
**SERVICE EMPLOYEES**  
**INTERNATIONAL UNION**

*CENTRAL PLAINS HEALTH*

**Acute.**

Spalding Community Health Centre

Spalding, Local #333

**Special Care Home.**

LeRose Lodge\*\*

Leroy, Local #333

\*Bethany Pioneer Village Inc.

Middle Lake, Local #333

Quill Plains Centennial Lodge & Watson  
Community Health Centre

Watson, Local #333

*EAST CENTRAL HEALTH DISTRICT*

**Special Care Home.**

Langenburg Centennial Special Care  
Home

Langenburg, Local #299

*GABRIEL SPRINGS HEALTH DISTRICT*

**Special Care Home.**

\*Duck Lake & District Nursing Home  
(Goodwill Manor)

Duck Lake, Local #333

*GREENHEAD HEALTH DISTRICT*

**Acute:**

Biggar Hospital

Biggar, Local #333

\*St. Joseph's Health Centre

Macklin, Local #333

**Special Care Home:**

Diamond Lodge Co. Ltd.

Biggar, Local #333

\*Golden Twilight Lodge\*\*

Macklin, Local #333

*LIVING SKY HEALTH DISTRICT*

**Acute:**

Lanigan Hospital

Lanigan, Local #333

Nokomis Health Centre

Nokomis, Local #333

**Special Care Home:**

Central Parkland Lodge

Lanigan, Local #333

*MIDWEST HEALTH DISTRICT*

**Acute:**

Beechy Health Centre	Beechy, Local #336
Elrose Health Centre	Elrose, Local #333
Kyle & District Health Centre	Kyle, Local #336
Lucky Lake Health Centre	Lucky Lake, Local #336
Milden Community Health Centre**	Milden, Local #333
Outlook Union Hospital	Outlook, Local #333

**Special Care Home:**

Davidson Prairie View Lodge Arm River Housing Inc.	Davidson, Local #333
Outlook & District Pioneer Home	Outlook, Local #333

*MOOSE JAW/THUNDER CREEK HEALTH DISTRICT*

**Acute:**

Central Butte Union Hospital	Central Butte, Local #299
Moose Jaw Union Hospital	Moose Jaw, Local #299
Moose Jaw Providence Hospital**	Moose Jaw, Local #299

**Special Care Home:**

Central Butte & District Regency Manor	Central Butte, Local #299
*Ina Grafton Gage Home	Moose Jaw, Local #299
Pioneers Housing Association	Moose Jaw, Local #299
*Providence Place	Moose Jaw, Local #299

*MOOSE MOUNTAIN HEALTH DISTRICT*

**Acute:**

Arcola Health Centre	Arcola, Local #299
Kipling Memorial Health Centre	Kipling, Local #299
Redvers Health Centre	Redver, Local #299
Wawota Memorial Health Centre	Wawota, Local #299

**Special Care Home:**

Moose Mountain Lodge	Carlyle, Local #299
Willowdale Lodge	Kipling, Local #299
Redvers Centennial Haven	Redvers, Local #299
Deer View Lodge	Wawota, Local #299

*NORTH CENTRAL HEALTH DISTRICT*

**Acute:**

Melfort Hospital	Melfort, Local #333
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**Special Care Home:**

Nirvana Pioneer Villa	Melfort, Local #333
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*NORTH-EAST HEALTH DISTRICT*

**Acute:**

Carrot River Hospital  
Nipawin Hospital  
Smeaton & District Health Centre

Carrot River, Local #333  
Nipawin, Local #333  
Smeaton, Local #333

**Special Care Home:**

Arborfield & District Health Care Centre  
Pasquia Special Care Home  
Nipawin & District Nursing Home  
“Pineview Lodge”

Arborfield, Local #333  
Carrot River, Local #333  
Nipawin, Local #333

*PARKLAND HEALTH DISTRICT*

**Acute:**

Shellbrook & District Hospital

Shellbrook, Local #333

**Special Care Home:**

Parkland Terrace

Shellbrook, Local #333

*PASQUIA HEALTH DISTRICT*

**Special Care Home:**

Tisdale & District Housing Co. Ltd.

- Sasko Park Lodge
- Newmarket Manor

Tisdale, Local #333

*PIPESTONE HEALTH DISTRICT*

**Acute:**

Broadview Union Hospital  
Indian Head Union Hospital  
Montmartre Health Centre  
Moosomin Union Hospital  
Whitewood Health Centre

Broadview, Local #299  
Indian Head, Local #299  
Montmartre, Local #299  
Moosomin, Local #299  
Whitewood, Local #299

**Special Care Home:**

Broadview & District Centennial Lodge  
Golden Prairie Home  
Eastern Saskatchewan Pioneer Lodge  
Whitewood & District Nursing Home

Broadview, Local #299  
Indian Head, Local #299  
Moosomin, Local #299  
Whitewood, Local #299

*PRAIRIE WEST HEALTH DISTRICT*

**Special Care Home:**

\*Heritage Manor

Kindersley, Local #333

*PRINCE ALBERT HEALTH DISTRICT*

**Special Care Home:**

Birch Hills Health Facility

Birch Hills, Local #333

*REGINA HEALTH DISTRICT*

**Special Care Home:**

\*Lumsden & District Heritage Home

Lumsden, Local #299

*ROLLING HILLS HEALTH DISTRICT*

**Acute:**

Prairie Health Care Centre

Cabri, Local #336

Gull Lake Health Centre

Gull Lake, Local #336

Prairie View Health Centre

Mankota, Local #336

Ponteix Health Centre

Ponteix, Local #336

Vanguard Health Centre

Vanguard, Local #336

*SASKATOON HEALTH DISTRICT*

**Acute:**

Borden Community Health Centre

Borden, Local #333

Saskatoon City Hospital

Saskatoon, Local #333

Royal University Hospital

Saskatoon, Local #333

\*St. Paul's Hospital

Saskatoon, Local #333

**Special Care Home:**

\*De1 Haven Lodge\*\*

Saskatoon, Local #333

\*Jubilee Residences Inc./Porteous Lodge

Saskatoon, Local #333

\*Jubilee Residences Inc./Stensrud Lodge

Saskatoon, Local #333

\*Lutheran Sunset Home of Saskatoon

Saskatoon, Local #333

\*Oliver Lodge

Saskatoon, Local #333

Parkridge Centre

Saskatoon, Local #333

\*Salvation Army Eventide Home

Saskatoon, Local #333

\*Saskatoon Convalescent Home

Saskatoon, Local #333

\*Sherbrooke Community Centre

Saskatoon, Local #333

\*St. Ann's Senior Citizen's Village  
Corporation

Saskatoon, Local #333

\*St. Joseph's Home

Saskatoon, Local #333

*SOUTH CENTRAL HEALTH DISTRICT*

**Acute:**

Bengough Health Centre

Bengough, Local #299

Coronach Health Centre

Coronach, Local #299

**Special Care Home:**

Bengough Health Centre

Bengough Local #299

Twilight Centennial Home \*\*

Bengough, Local #299

*SOUTH COUNTRY HEALTH DISTRICT*

**Acute:**

Assiniboia Union Hospital  
Lafleche Health Centre  
Grasslands Health Centre

Assiniboia, Local #299  
Lafleche, Local #299  
Rockglen, Local #299

**Special Care Home**

Assiniboia Pioneer Lodge/Ross Payant  
Nursing Home

Assiniboia, Local #299

*SOUTHEAST HEALTH DISTRICT*

**Acute:**

Fillmore Health Centre

Fillmore, Local #299

**Special Care Home:**

Souris Valley Housing "Creighton Lodge"  
Mainprize Manor & Health Centre

Estevan, Local #299  
Midale, Local #299

*SOUTHWEST HEALTH DISTRICT*

**Acute:**

Border Health Centre  
Leader Hospital  
Shaunavon Hospital

Climax, Local #336  
Leader, Local #336  
Shaunavon, Local #336

**Special Care Home:**

Western Senior Citizens' Home  
Cypress Lodge  
Shaunavon Special Care

Leader, Local #336  
Maple Creek, Local #336  
Shaunavon, Local #336

*SWIFT CURRENT HEALTH DISTRICT*

**Acute:**

Swift Current Regional Hospital

Swift Current, Local #336

**Special Care Home:**

Palliser Regional Care Centre  
Prairie Pioneers Lodge

Swift Current, Local #336  
Swift Current, Local #336

*TOUCHWOOD QU'APPELLE HEALTH DISTRICT*

**Special Care Home:**

Silver Heights Special Care Home

Raymore, Local #333

*TWIN RIVERS HEALTH DISTRICT*

**Special Care Home:**

Cut Knife Health Complex

Cut Knife, Local #333

**BODIES CORPORATE,  
INCORPORATED UNDER THE LAWS  
OF SASKATCHEWAN HEREINAFTER  
RESPECTIVELY REFERRED TO AS  
“THE EMPLOYER” PARTY OF THE  
FIRST PART**

**CHARTERED BY THE SERVICE  
EMPLOYEES INTERNATIONAL  
UNION, A.F.L., C.I.O., C.L.C.,  
HEREINAFTER RESPECTIVELY  
REFERRED TO AS “THE UNION”  
PARTY OF THE SECOND PART**



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## **PREAMBLE**

1. Whereas it is the desire of both parties to this Agreement:
  - 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 rates of pay;
  - 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 healthcare services to the general public.
2. 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:

## **ARTICLE 1 - TERM OF AGREEMENT**

### **1.01 Term of Agreement**

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after January\_1 1995 up and including December 31, -1997, and from year to year thereafter, unless notification of desire to amend be given in writing. \*

This Agreement shall be deemed to remain in effect during the period of negotiations as may be required to conclude a new Agreement.

### **1.02 Open Period**

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

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Management Rights**

Subject to the terms of this Agreement, it is the function of the Employer to:

- a) Direct the working force;
- b) Operate and manage its business in all respects;
- c) Hire, select, transfer and layoff employees;
- d) Maintain order, discipline and efficiency and establish and enforce reasonable rules and regulations governing the conduct of employees. These rules and regulations shall primarily be designed to safeguard the interests of the clients and the efficiency in operations of the Employer.
- e) Promote, demote, discipline, suspend and discharge any employee, provided, however, that any such action may be subject to the grievance procedure provided herein.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

### **3.01 Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees as may be covered by the most recent certification order issued by the Labour Relations Board of the Province of Saskatchewan.

### **3.02 Negotiation**

The Employer agrees to negotiate with the Union, representatives of the Union, or any of its authorized committees, **concerning** all matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

### **3.03 Union Representation**

Any employee requested to meet with the Employer with respect to discipline or employee work performance shall 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.



### **3.04 Discipline**

No employee shall be disciplined or suspended without just cause and without being apprised of the issue or concern prior to any disciplinary action being taken.

- a) A copy of a document placed on an employee's file which might at any time be the basis for disciplinary action shall be supplied to the employee, with a copy to the Local Union Office.
- b) The employee's reply to such document shall also become a part of the employees' file.
- c) Documents referred to in a) will become void after three (3) years unless there have been subsequent documented incidents of a similar nature.

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Suspension pending investigation is not considered discipline. Where investigations reveal that no discipline is warranted the employee shall be paid for time lost due to suspension pending investigation.

### **3.05 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, instruction, experimentation or working Supervisor.

## **ARTICLE 4 - NON-DISCRIMINATION**

### **4.01 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, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation or marital status, place of residence, nor by reason of membership or activity in the Union.

## **ARTICLE 5 - UNION SECURITY AND CHECKOFF OF UNION DUES**

### **5.01 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.

### **5.02 Dues Checkoff**

The Employer shall deduct and pay to the Union within fifteen (15) calendar days following the completion of the last payroll period in the calendar month, out of the wages due to the employees, the Union dues, initiation fees and assessments of the employees. The Employer shall furnish the names of the employees on whose behalf the deductions have been made, together with their employment status (e.g. full-time, part-time, casual) and the hours worked in each reported period.

### **5.03 Dues**

The Union shall notify the Employer in writing of the amount of dues to be deducted from the employee's wages not less than thirty (30) days before the effective date.

### **5.04 Monthly Statement of Staff Changes**

A monthly statement listing appointments, promotions, demotions and separations with the date of termination, hiring or appointment shall be sent to the Local Union Office. The list shall also show the employee's job classification.

### **5.05 New Employees**

- a) 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 the Union Membership (Article 5.01) and Dues Checkoff (Article 5.02). The Employer agrees to have new employees sign a dues authorization card and membership card at the time of hiring. Such cards shall be provided by the Union.
- b) The Employer agrees to provide the Local Union Office with a list of employees and their last known address by March 1st of each year.

**5.06 Introduction to Union Steward**

On commencement of employment or as soon as possible thereafter, the employee's immediate supervisor, or designate, shall introduce the new employee to the Union Steward or representative who will provide the employee with a copy of the Collective Agreement and other pertinent information.

**5.07 No Individual Agreements**

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

**5.08 T-4 Slips**

The Employer agrees to record all Union dues paid in the previous year on the employee's income tax T-4 slip.

**5.09 Change of Personal Information**

It shall be the responsibility of the employee to notify the Employer of any change of name, marital status, place of residence, or telephone number. A copy of such notification shall be forwarded to the Local Union Office.

**ARTICLE 6 - MANAGEMENT - UNION COMMITTEE**

**6.01 Joint Committee**

At either parties' request, a joint committee shall be set up to deal with such matters of mutual concern as may arise from time to time in the operation of the Employer.

**6.02 Composition**

The committee shall be composed of representatives of the Employer and the Union.

**6.03 Time Limits**

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

**6.04 Jurisdiction**

The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

## **6.05 Nursing Policy Committee**

Where the Employer establishes committees to deal with nursing policies or procedures the Employer agrees to have LPN and SCA representation on the committees.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **7.01 Definition**

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

### **7.02 Union Grievance Committee**

- a) To provide an orderly process for settling grievances, the Union shall select the Stewards and a Grievance Committee.
- b) The Union shall notify the Employer in writing of the selected Stewards and Grievance Committee, and members of joint committees, and of any changes made therein.
- c) The Employer agrees to place on the bulletin board(s) an organizational chart showing the administrative structure and the line of authority in the facility accompanied by an up-to-date list of persons in authority, up to and including the Administrator or Chief Executive Officer.

### **7.03 Permission to Leave Work**

- a) Employee  
Any employee who feels aggrieved may leave assigned duties temporarily without loss of pay, in order to discuss the complaint with the appropriate Union representatives. Suitable arrangements for an appropriate time and location for such discussions must be made with the Department Head concerned or their designate.
- b) Union Representative  
The Employer agrees that a Union representative within the facility may leave assigned duties temporarily in order to discuss matters covered by the grievance provisions or relating to same with Employer and that such Union representative shall not suffer any loss in pay for the time so spent. Such Union representative must make suitable arrangements with the Department Head or designate for an appropriate time and location for such discussions.

#### **1.04 Investigation**

At any stage of the grievance procedure, the parties may have the assistance of employees concerned as witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to settlement of the grievance.

#### **7.05 Provision of Payroll Information**

The Employer agrees to provide all relevant payroll information concerning any grievance to the officers of the Union upon request with the consent of the employee or the employees concerned.

#### **7.06 First Step - Grievance to Immediate Supervisor or Designate**

Grievances should be resolved as quickly as possible. Accordingly, employees, through the Union, or the Union itself, may refer in writing any such grievance to the immediate supervisor, or designate, concerned within fourteen (14) calendar days of discovery of the cause for complaint. The Union representative may be accompanied by the aggrieved if the latter so wishes. The immediate supervisor, or designate, shall give a written decision within seven (7) calendar days.

#### **7.07 Second Step - Grievance to Chief Executive Officer or Designate**

Failing satisfactory resolution of the grievance at the First Step, the Union representative shall refer the matter to the CEO or designate, in writing, within seven (7) calendar days of having received the decision of the immediate supervisor or designate.

The Employer designate shall discuss the grievance with the Union representative within seven (7) calendar days of receipt of the grievance and shall render a written decision within seven (7) calendar days of the discussion.

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.

#### **7.08 Referral to Arbitration**

Failing satisfactory settlement of the grievance at the Second Step, the matter may be referred, by either party, to arbitration within fourteen (14) calendar days of receipt of the written decision. If it is not so referred, the grievance shall be deemed to have been settled.

**7.09 Procedure When Time Limits Expire**

Failure on the part of the Employer to reply within the prescribed time limits, shall give the Union the right to proceed to the next step. If the Union does not take the grievance to the next step within the prescribed time limits, the grievance shall be deemed to have been settled subject to Article 7.10 (Extension of Time Limits) and 7.11 (Procedural Orderliness).

**7.10 Extension of Time Limits**

The time limits set out above may be extended by the consent of both parties.

**7.11 Procedural Orderliness**

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

**7.12 Time Limits on Statutory Holidays**

The time limits referred to in Article 7.06, 7.07, and 7.08 shall be exclusive of Statutory Holidays.

**7.13 Special Measures**

- a) Nothing in this Article precludes the parties from modifying the grievance procedure if another administrative step is required.
- b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance or arbitration proceedings.

**ARTICLE 8 - ARBITRATION**

**8.01 Board of Arbitration**

Where the parties agree, a sole Arbitrator may be appointed instead of an Arbitration Board, If a sole Arbitrator is not agreed upon by the parties within thirty (30) calendar days of notification by one party to the other that the grievance is being referred to arbitration, or if either party indicates the desire for an Arbitration Board when the grievance is referred to arbitration, the dispute shall be referred to an Arbitration Board as set out below. The thirty (30) calendar day period referred to above may be extended by mutual agreement with the Employer and the Union.

- a) Where a violation of the Agreement mentioned in Article 7 (Grievance Procedure) is alleged; or a difference between the parties to this Agreement respecting the meaning or application of the Agreement, including a difference as to whether or not a matter upon which arbitration has been sought comes within the scope of the Agreement, arises, a party to the Agreement, after exhausting any grievance procedure established by this Agreement, may notify the other party in writing of their intent to submit the alleged violation or difference to arbitration.
- b) The notice mentioned in a) above shall contain the name of the person appointed to the Arbitration Board by the party giving the notice.
- c) Within five (5) calendar days of receiving the notice the party to whom notice is given shall name the person whom it appoints to the Arbitration Board and furnish the name of its appointee to the party who gave the notice.
- d) A person who has a pecuniary interest in a matter before the Arbitration Board, or is acting or has, within a period of one year prior to the date on which notice of intention to, submit the matter to arbitration is given, acted as solicitor, counsel or agent of any of the parties to the arbitration, is not eligible for appointment as a member of the Arbitration Board and shall not act as a member of the Arbitration Board.
- e) The two appointees named by the parties to this Agreement shall, within ten (10) calendar days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof.
- f) In the case where:
- i) the party receiving the notice fails to appoint a member of the Arbitration Board; or
  - ii) the two appointees of the parties fail to agree on the appointment of a third member of the Arbitration Board within the time specified;
- The Chairperson of the Labour Relations Board shall, upon the request of either party to this Agreement:
- iii) in the case mentioned in i) above, appoint a member on behalf of the party failing to make an appointment;
  - iv) in the case mentioned in ii) above, or when the members appointed under clause v) below, fail to agree on the appointment of a third member, appoint the third member and the member so appointed shall be the Chairperson of the Arbitration Board, or

- v) appoint both the member mentioned in i) above and the third member mentioned in ii) above.
- g) The Arbitration Board shall hear evidence adduced relating to the alleged violation or difference; and argument thereon by the parties or by counsel on behalf of either or both of them; and shall make a decision on the matter or matters in dispute and the decision is binding on the parties and upon any person on whose behalf the agreement was made.
- h) An Arbitrator, or Arbitration Board, or a Board of Conciliation established under Subsection 22 (1) of the Trade Union Act, may enlarge the time allowed by this Article or by the terms of this Collective Agreement for giving any notice or taking any step in the proceedings, whether the time allowed for the giving of the notice or the taking of the step has or has not expired.

#### **8.02 Certain Rules and Procedures Applying**

The rules and procedures set forth in Article 8.01 (Board of Arbitration) shall apply to any arbitration proceedings under this Agreement as though the Arbitrator were an Arbitration Board.

#### **8.03 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.

#### **8.04 Costs of Arbitration Board**

Each party to the dispute shall bear the expense of the respective nominees to the Arbitration Board, if applicable, and the two (2) parties shall bear equally the expense of the Chairperson.

#### **8.05 Power of the Arbitrator or Arbitration Board**

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



**ARTICLE 9 - SENIORITY**

**9.01 Definition of Seniority**

Seniority shall be calculated and accrued on the basis of paid hours (exclusive of overtime) and all unpaid hours as provided in Article 9.02. Seniority shall not apply during the probationary period, however, once the probationary period has been completed seniority shall be credited from the last date of employment. Effective January 1, 1997, in no event shall an employee accrue more than 1948.8 Acute; 1950 LTC, seniority hours in a payroll year.

**9.02 Accumulation of Seniority**

Seniority shall be accumulated in hours. An employee shall earn seniority for:

- a) all paid hours exclusive of overtime;
- b) all paid leaves;
- c) any authorized unpaid leaves up to thirty (30) calendar days at one time;
- d) time off while receiving benefits under the Workers' Compensation Act and/or Disability Income Plan and/or Income Replacement via the Automobile Accident Insurance Act;
- e) Union leave granted under Article 15.02 and 15.03;
- f) maternity, parental, adoption leave;
- g) temporary out-of-scope positions with the Employer not to exceed one year unless mutually agreed otherwise by the Employer and the Union;
- h) education leave;
- i) leave for public office.

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Part-time, casual and temporary employees who are on authorized unpaid leave shall accrue seniority based on the following formula:

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$$\frac{\text{Hours of Seniority Accumulated During the Previous 52 Weeks}}{52} = \text{Seniority Hours Per Week of Leave}$$

**9.03 Maintenance of Seniority**

Subject to Article 9.02 and Article 9.04 of this Agreement, an employee shall maintain accumulated seniority.

**9.04 Loss of Seniority**

An employee shall lose seniority and shall be deemed terminated in the event the employee:

- a) is discharged for just cause and is not reinstated;

- b) voluntarily retires or resigns in writing;
- c) fails to return to work immediately following the termination of leave of absence or within ten (10) calendar days from notification by the Employer to return to work following a layoff, unless, in either case, the employee can show justifiable reasons for failure to report to work;
- d) is laid off and has not returned to a permanent position for thirty-six (36) calendar months following the date of layoff. Access to casual work will not cause the extension of the original thirty-six (36) month period;
- e) is a casual employee and has not worked for a period of one hundred and eighty (180) calendar days exclusive of approved leaves of absence;
- f) has been in an out-of-scope position for more than one year, excluding a temporary out-of-scope position.

#### **9.05 Seniority List**

- a) The Employer agrees to post a seniority list twice yearly. The first list is to be posted by March 1st reflecting the accrued seniority of each employee up to the last pay period in December of the preceding year. The second list is to be posted by September 1st reflecting the accrued seniority of each employee up to the last pay period in June of the current year.
- b) Upon proof of error, the Employer shall revise the seniority list. Copies of the list, and revisions thereof, shall be forwarded to the Local Union Office simultaneously. These lists shall remain posted until replaced with an updated list in a place accessible to all employees.
- c) The seniority list shall also indicate the employment status (part-time, full-time, casual) of the employee and their job title.

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### **ARTICLE 10 - PROBATIONARY PERIOD**

#### **10.01 Probationary Period for New Employees**

Newly hired employee(s) shall be on probation for a period of four hundred and eighty (480) hours worked or for the first six (6) months from their date of hire, whichever comes first. By mutual agreement of the parties, an extension may be granted for up to three hundred and twenty (320) hours worked or four (4) months, whichever comes first. 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 Local Union Office shall be notified, in writing, of discharge within seven (7) calendar days. After completion of the probationary period, seniority shall be effective from the last date of employment.

## ARTICLE 11 - VACANCIES AND NEW POSITIONS

### 11.01 Creation of New Classifications

- a) The creation of new classifications or any significant changes to the content or qualifications of any existing classification or position shall be subject to negotiation for an appropriate rate of pay.
- b) The Local Union Office shall be notified in writing at least thirty (30) calendar days prior to the implementation of any proposed change.
- c) Should agreement not be reached by the parties in such negotiations, the matter may be referred to arbitration in accordance with Article 8 (Arbitration) of this Agreement or some other mutually agreed to adjudication process.
- d) The Employer shall provide copies of current job descriptions to the Union upon request.

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### 11.02 Job Postings

Vacancies or newly established positions shall be posted in areas accessible to all employees for at least seven (7) calendar days, unless the Employer and Union agree to a longer or shorter period. Copies of postings shall be forwarded to the Local Union Office.

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### 11.03 Posting of Vacancies

Job postings shall include:

- a)
  - job classification;
  - status (full-time/part-time, temporary/permanent);
  - required qualifications;
  - pay range;
  - number of hours and shifts per defined length of rotation for part-time employees;
  - district-wide/facility-wide or specific to a department.

The Employer agrees to be bound by the terms outlined above in filling the posted position.

- b) For informational purposes only, the following shall be included and it is recognized that these conditions may be subject to change:
  - type of shifts (days, evenings, nights);
  - date of commencement of the position;
  - work area or nature of service.

- c) Should the Employer be unsuccessful in obtaining applicants with the qualifications required in the posting of the position, and intends to change the qualifications from those stated on the posting, the Employer shall re-post the position describing the required qualifications and fill the position in, accordance with this Article.

#### 11.04 Filling of Vacancies

275)  
New positions or vacancies shall be filled on the basis of seniority provided that the applicant possesses the necessary qualifications required to fill the position and the ability to perform the work.

- a) Bidding of Vacancies

Employees shall be entitled to bid for a new position or vacancy by means of written application. Wherever possible, vacancies shall be filled by employees within the scope of this Agreement.

An employee who will be absent from the workplace may make written application for any anticipated postings through the Human Resources Department. Such request shall remain in effect for thirty (30) calendar days.

- b) Commencement of Job

An employee selected from the posting procedure shall commence the job within four (4) weeks after the closing date of the posting unless mutually agreed otherwise.

- c) Appointment of Applicant

Within five (5) days of awarding the position, the name of the selected applicant will be posted on designated bulletin boards for a minimum of seven (7) calendar days, with a copy forwarded to the Local Union Office.

- d) Letter of Appointment

All positions shall be confirmed in writing by a letter of appointment which shall include:

- status;
- number of hours and shifts per defined length of rotation;
- after discussion with the part-time employee, reference to their availability for casual work.

### **11.05 Trial Period**

Employees who are reclassified, transferred, promoted or demoted shall be considered on trial in their new position for the first three hundred and twenty (320) hours worked following the date the employee commences work in the new position. This period may be extended by mutual agreement up to an additional three hundred and twenty (320) hours worked.

If the employee changes from one position to another within the same classification and work area and facility, there shall be no trial period.

During the trial period, the employee may be returned to their former position if, in the opinion of the Employer, the employee is unsuitable for the position, or, at the employee's request. The employee will be returned to the position formerly held, without loss of seniority, and at their former rate of pay. Article 13.04 (Work Schedule) shall not apply.

If an employee returns to their former position within thirty (30) calendar days of the commencement date, the vacated position shall be offered to other qualified applicants from the original posting in accordance with Article 11.04. Should there be no other qualified applicant, the position shall be re-posted.

Any employee affected by the rearrangement of positions shall also be returned to their former position without loss of seniority and at their former rate of pay. Article 13.04 (Work Schedule) shall not apply.

### **11.06 Pay On 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 employee's current hourly rate, or to the hourly rate which is next higher again if the initial advancement of the hourly rate is less than the employee's next normal increment in the original pay grade. The employee's hours accumulated toward their next increment shall be reset at zero.

If an employee accepts a new position and at the same time retains their former position, Article 11.06 does not apply. Article 18.01 (Increments) shall apply. The employee would normally be placed at step 1 of the pay grade in the new position.

### **11.07 Relief Assignment**

Where work is to be done, which under the terms of this Agreement does not require posting, assignments shall be made on the basis of seniority within the department provided the employee possesses the necessary qualifications required to fill the position and the ability to perform the work. Such assignments may be made at the same classification, at a higher classification, or at a lower classification.

a) Working at a Higher Paid Classification

An employee temporarily assigned to perform duties of a higher paid classification, within the bargaining unit, shall be advanced in the higher pay grade to the hourly rate in the pay grade which is next higher than the current hourly rate for all hours so worked in the higher classification.

Hours worked in the temporary assignment shall be credited to the employee for the purpose of advancement in the increment scale.

b) Working at a Lower Paid Classification

An employee temporarily assigned to perform the duties of a lower paid classification shall not suffer any reduction in hourly rate of pay.

### **11.08 Voluntary Transfer**

Subject to Article 11.04, at any time an employee wishes to transfer to another department or to be reassigned within their own department, the employee shall present the request in writing to the Human Resources Department or designated alternate. Such request for transfer shall be given consideration when a vacancy occurs and shall remain effective for three (3) months.

### **11.09 Rate of Pay on Demotion**

When an employee is demoted to a lower paid classification, the employee's increment date shall not change, but the hourly rate of pay shall be reduced to the hourly rate of pay in the new classification which is next below the employee's present hourly rate of pay.

### **11.10 Temporary Vacancies**

Temporary vacancies of three (3) months or longer shall be posted subject to the posting provisions identified in Article 11.

1. Two (2) additional postings shall be required for the position of the employee transferred as a result of the original posting. Subsequent vacancies shall be assigned according to Article 11.11 (Call-In Systems).
2. An employee shall not be considered for another temporary position at the same status (e.g. part-time) until having served five (5) months in the current temporary position, or until it has concluded. When the temporary work becomes redundant, the employee shall be returned to his/her former position. If the employee who created the original vacancy returns, the temporary employee shall be returned to their original position and Article 13.04 (Work Schedules) shall not apply in such circumstances to any employee(s) affected by the change(s).

3. Should the temporary vacancy subsequently become a permanent position, it shall be posted and filled in accordance with Article 11.
4. No temporary position shall exceed two (2) years and one hundred and nineteen (119) consecutive calendar days unless agreed to between the Employer and the Union. The Employer agrees to review with the Union all temporary jobs which exceed one (1) year in duration on a semi-annual basis to determine whether such positions should be posted as permanent positions.
5. If, as a result of the posted temporary vacancy, an individual is hired from outside the bargaining unit, they shall be hired for the specific period of the vacancy. The term of employment may be extended beyond the term of the vacancy by mutual agreement between the Union and Employer.

#### **11.11 Call-In Systems**

The parties agree that the allocation of additional available work to OTFT employees who request same shall be achieved by the application of a mutually agreed call-in system.

The parties further agree that because health districts are configured differently, local negotiations between SEIU and Employers may result in improvement and/or refinement to the call-in system in the Letter of Understanding at page 70. However, in the absence of a call-in system negotiated on a local basis subsequent to ratification of this Collective Agreement, the call-in system utilized by Employers signatory to this Collective Agreement shall be as set out in the applicable Letter of Understanding.

#### **11.12 Special Classification Adjustments**

An employee whose salary is upgraded as a result of negotiations shall be advanced to that step in the scale which is commensurate with the seniority hours in the job classification. There shall be no change in the employee's anniversary date or increment date.

Upon implementation of an agreed to gender neutral job evaluation plan, this sub-clause will cease to have application.

### **ARTICLE 12 - LAYOFF AND RE-EMPLOYMENT**

#### **12.01 Layoff**

A layoff shall be defined as a reduction in staff or a reduction in the hours of work of any full-time or part-time employee. Layoff does not apply to temporary or casual employees. For purposes of this Article, a temporary employee shall be defined as an employee recruited from outside the bargaining unit for a predetermined period of time.

## 12.02 Notification of Layoff

When layoffs are contemplated the Employer shall notify the Union prior to notifying the affected employees. All employees affected by layoff shall receive written notice of layoff.

The Employer shall serve notice of layoff to the most junior employee(s) in the affected positions within the classification where it is determined the reduction is required.

The initial layoff notice, as established by the Employer, shall be the start date. Employees who are in receipt of the initial layoff notice will receive ten (10) weeks notice. Employees subsequently bumped will receive the greater of the balance of the ten (10) weeks notice from the start date or the notice period provided by Labour Standards, but in no case will receive less than fourteen (14) calendar days notice. If the employee laid off has not had the opportunity to work the above notice period, the employee shall be paid in lieu of work for that period of the notice period for which work was not made available. However, in this notice period, if regular duties are unavailable, the Employer may assign duties other than those normally connected with the classification in question.

## 12.03 Discussion of Options and Time to Elect

### a) i) Seniority List

An agreed upon seniority list shall be available to the Union and shall be accessible to the employees.

### ii) Seniority Pool

Employees initially laid off shall form a pool and be ranked in order of seniority. At all times, the most senior employee in the pool is the first to identify their preference for displacement, acceptance of reduced work hours, layoff, resignation or retirement. As more junior employees are bumped, they are added to the pool and ranked in order of seniority to identify their preferred option.

### b) i) Options

After the employee has received the layoff or displacement notice, the Employer shall schedule a meeting to discuss available options in accordance with Article 12.03 b) ii).



- ii) The employee shall select one of the following options:
  - to exercise bumping rights;
  - to accept reduced work hours;
  - to accept layoff and be placed on re-employment;
  - to resign;
  - to retire;
  - to work as a casual employee, under the terms of Article 11.11, in the classification and work area/service/department from which the employee was laid off. Employees choosing this option will maintain their seniority for thirty-six (36) months from the effective date of layoff.
  
- c) The Employer shall meet with each employee, in order of seniority, with a Union representative present, to explain their options. The employee shall be provided with sufficient information regarding each option. The employee will have forty-eight (48) hours from the conclusion of the meeting to make a selection. This period may be extended by mutual agreement.

Where the time limits set out in Article 12.03 c) expire on a Saturday, Sunday or Statutory Holiday, the expiry of the time limits shall be deemed to be twelve (12.00 P.M.) noon on the following day.

- d) i) An employee who wishes to bump another employee from their position shall be provided with an opportunity to visit the work site and meet with the Department Head or designate to obtain information regarding the desired position.
- ii) Any visit to the work site will be scheduled for a time convenient to the employee and the Department Head or designate.
- iii) Work schedules and job descriptions in effect at that time, and applicable to the employee, will be made available to the employee before making a decision to bump.

#### **12.04 Displacement of Employees**

A laid off or bumped employee may exercise seniority provided they have the necessary qualifications required to fill the position and the ability to perform the work subject to the following:

- a) Employees shall choose to bump into a higher paid, lower paid or same paid classification in the work area/service area/department of their choice 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 12.04 a), and;
- c) In determining the position into which the laid off or displaced employees will bump, consideration will be given to such factors as work schedules (e.g. days, evenings, nights, Monday to Friday shifts vs. rotational shifts, hours of work per shift vs number of shifts worked) and work location. Within the options available and after making a selection, all things being relatively equal, the employee shall bump the most junior employee in the classification and work area/service area/department.

#### **12.05 Reporting**

Periodic updates as to the status of employees who have been served with layoff and have made their election shall be provided to the Local Union Office.

#### **12.06 Notice of Layoff Cancelled**

An employee who has selected an option in accordance with 12.03 c) shall have the option confirmed in writing by the Employer with a copy to the Local Union Office. Employees with a confirmed option shall be deemed to be relieved of layoff notice and will move to their new position as soon as possible as determined by the Employer. However, such employees shall maintain their pre-layoff hourly rate of pay and regular earnings for the duration of the notice period.

#### **12.07 Orientation Period**

Employees who bump to new positions will be given reasonable orientation. The extent of the orientation will be explained to the employee and Union in advance of the decision to bump.

#### **12.08 Employer to Provide Counselling**

The Employer shall endeavour to provide counselling and support mechanisms to employees who are directly affected by a layoff.

#### **12.09 Trial Period Upon Displacement**

Employees who exercise their seniority rights to bump another employee in the same classification shall not be required to serve a trial period as set out in Article 11.05 (Trial Period). Employees who bump into a different job classification shall be required to serve the trial period as set out in Article 11.05 (Trial Period). If, in the opinion of the Employer, an employee is demonstrably incapable or unsuitable for the position, the employee shall be allowed to exercise their seniority on one (1) additional occasion to bump a more junior employee.

## **12.10 Re-Employment Rights**

Employees who receive layoff notice and who have not elected to bump, accept reduced work hours, resign, retire or accept casual work shall accept layoff and have their names placed on the re-employment list in order of seniority. The Union shall be provided with a copy of the re-employment list and quarterly updates. Employees whose names are on the re-employment list shall be entitled to re-employment as follows:

Nothing will preclude an employee on the re-employment list from applying for any vacancy. However, employees on the re-employment list shall indicate in writing the positions for which they wish to be considered on a standard form. Should any of these positions become vacant the employee's name will automatically be entered into the competition along with any other applicants provided the employee possesses the necessary qualifications required to fill the position and the ability to perform the work. During the re-employment period, the employee may amend in writing the list of positions for which they wish to compete. ✓

In the event that an employee rejects a position on five (5) separate occasions for which the employee indicated that they wished to be considered, the employee's name shall be removed from the re-employment list. The employee will, however, continue to be eligible to compete for vacancies for the remainder of the re-employment period.

Employees on re-employment may elect to work casual without prejudicing their right to re-employment.

## **12.11 Notice of Re-employment**

When re-employing an employee who has been successful in competing for a position under Article 12.10 (Re-employment Rights), the Employer shall deliver the re-employment notice to the employee's last known address by courier or registered mail. At the same time, the Employer will attempt to contact the employee by telephone to expedite the re-employment process. Copies of the re-employment notice shall be forwarded to the Local Union Office. An employee offered re-employment must indicate acceptance of re-employment within seven (7) calendar days of being notified and must be prepared to begin work at a time designated by the Employer unless the employee can show a justifiable reason for their failure to return to work at that time.

**12.12 Status of Employee on Re-employment**

When an employee is re-employed after layoff, in a position with the same salary range as the classification held prior to layoff, the employee shall be paid at the, step which was being paid at the time of layoff, and the increment date will be continuous with the time worked from the original date of employment. Employees who are re-employed after layoff in a higher or lower paid classification shall be placed in the new salary range in accordance with Articles 11.06 (Pay On Promotion) and 11.09 (Rate of Pay On Demotion). The employees will retain their accumulated sick leave credits, if any, and service toward calculation of vacation credits existing at such time of layoff, if re-employed within thirty-six (36) calendar months.

**12.13 Orientation and Trial Period On Re-employment**

- a) Employees who are re-employed in their former job classification in accordance with Article 12.10 (Re-employment Rights) will not have to serve a trial period but will be given reasonable orientation.
- b) Employees who are re-employed in a new job classification pursuant to Article 12.10 (Re-employment Rights) shall be entitled to a trial period in accordance with Article 11.05 (Trial Period). The employees shall be given reasonable orientation.

Employees who fail the trial period in the new job classification shall be returned to their former status and the re-employment list. Work performed in the trial period will not cause the extension of the original thirty-six (36) month re-employment period.

**12.14 Provision for Amendment**

It is recognized by the parties that certain provisions set out in this Article may be amended or expanded upon as a result of the creation of District Health Boards. Any such amendments shall be subject to negotiations on a local basis.

**12.15 Local Negotiations**

Notwithstanding the above displacement procedures, the parties at any time, can formulate special measures to modify the above displacement procedures to take into account the desire of the parties to minimize the impact of displacement or to deal with particular operational considerations.

**12.16 No New Employees Hired**

No new employees shall be hired until those laid off have been given an opportunity for re-employment to positions for which they possess the qualifications and abilities sufficient to perform the required duties.

## ARTICLE 13 - HOURS OF WORK

### 13.01 a) Applicable to Acute Care Facilities

- i) Normal full-time hours of work 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) calculated from January 1, 1989. It is expressly provided that employees shall not work in excess of eighty (80) hours in a bi-weekly period. Hours worked in excess of the above stated hours shall be classed as overtime and paid at overtime rates of pay.
- ii) During each three (3) week period employees shall be scheduled six (6) regularly scheduled days off. The seventh (7th) day of rest shall be scheduled in conjunction with the employee's regular days off or scheduled Statutory Holiday off or on a day which is mutually agreed upon.
- iii) Special Provision for Individual Hospitals

Refer to Appendix III for Special Provisions Applicable to Individual Hospitals.

### b) Applicable to Long-Term Care Facilities

#### i) Hours of Work

The normal hours of work shall be seven and one-half (7 1/2) hours per day (exclusive of a meal period), and thirty-seven and one-half (37 1/2) hours per week, except that by mutual agreement between the parties seventy-five (75) hours average over a two week period may be worked.

#### ii) Personal Days Off

Effective August 1, 1982, the normal hours of work will remain at seven and one-half (7 1/2) hours per day, however, employees who work the full seven and one-half (7 1/2) hour shift per day shall be scheduled to work an additional ten (10) minutes without pay. Employees who work this unpaid period shall accumulate and utilize such time off for personal days as follows:

- (a) For each full seven and one-half (7 1/2) hours accumulated the employees shall be entitled to a personal day off with pay at the employee's current rate of pay.

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- (b) Personal days may accumulate during the year, however, personal days accumulated prior to 15 November shall not be carried over the next year.
- (c) Personal days must be taken in full seven and one-half (7 1/2) hour days.
- (d) Personal days off shall be granted upon request, provided, the employee gives sufficient notice to arrange for replacement staff.
- (e) Personal days off shall not be granted during the period 15 December to 15 January.
- (f) No employee shall receive payment in lieu of personal days while continuing active employment. However, an employee who terminates shall receive pay based on all accumulated time not yet taken.

### **13.02 Definition of a Day**

A day shall be any twenty-four (24) hour period calculated from the time that the employee commences the scheduled shift.

### **13.03 Definition of a Week**

A week shall mean that period between midnight on Saturday and midnight on the immediately following Saturday.

### **13.04 Work Schedules**

- a) 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 two (2) calendar weeks in advance of the actual week being worked as defined in Article 13.03.
- b) Employees shall notify the supervisor in writing in advance of exchanging shifts between themselves. Deviation from the posted schedule, which results from employees exchanging shifts with other qualified employees, shall not be subject to the overtime provisions.
- c) When an employee is required to change their shift from the posted and confirmed schedule, as a result of an Employer directive, the employee shall be paid overtime at the rate of double time (2X) for all shift(s) so changed. It is agreed, however, that in emergency circumstances which could not have been foreseen by the Employer, the double time (2X) rate shall only be paid for the first four (4) shifts so changed.

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

Other than full-time employees who work ten (10) calendar days in a two (2) week period shall have scheduled days off.

e) Employees shall not be required to work more than seven (7) consecutive days without receiving days off, unless work schedules, which are acceptable to the majority of employees affected by the schedule and the Union, have been agreed upon.

f) When an employee returns unexpectedly from any leave, the employee scheduled to work the relief assignment shall have his shifts cancelled without any notice and without any cost to the Employer.

g) By mutual agreement, the parties may negotiate extended shift agreements supplementary to this Agreement.

h) Employees scheduled for shift rotation shall have shifts rotated as equally as possible relative to other employees on the ward or unit. At the request of the employees on a ward or unit and where the preference of the employees is such, the objective shall be for employees to rotate only between two (2) shifts.

i) Rest Periods Between Change of Shifts

Failure to provide at least fifteen and one-half (15 1/2) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such rest periods, except as mutually agreed between the Employer and the Union.

j) Split Shifts

Split shifts will only be implemented with prior mutual agreement between the Employer and the Union.

### **13.05 Rest Periods**

Employees who work more than three (3) hours but not more than six (6) hours shall receive one fifteen (15) minute rest period.

Employees who work more than six (6) hours shall receive two fifteen (15) minute rest periods.

The time of the rest period shall be scheduled by the Employer. Every effort will be made to grant such periods midway between each half shift.

### 13.06 Meal Periods

One unpaid meal period of at least one-half (1/2) hour shall be scheduled for each employee working a shift of at least five and one-half (5 1/2) hours (exclusive of meal period). In the event the employee is recalled to work during the scheduled meal break or otherwise is unable to utilize the meal break, such time shall be provided later in the shift or, paid at one and one-half (1 1/2) times the employee's applicable rate of pay.

### 13.07 Overtime

- a) All hours worked in excess of those stated in Article 13.01 shall be defined as overtime and 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 double (2X) the regular rate of pay for hours worked in excess of four (4) consecutive hours in that day.
- b) An employee who works overtime between 2400 and 0700 hours and where such overtime is continuous with his regular shift shall be paid at the rate of double (2X) his regular rate for all hours so worked. If the evening shift ends before midnight and the employee is required to work overtime continuous with the evening shift, and the overtime ends after midnight, then the entire overtime period shall be paid at double the regular rate.
- c) Overtime shall be offered to employees within the department in the same classification on the basis of seniority, provided the employee possesses the necessary qualifications required to fill the position and the ability to perform the work.

In the event overtime is concurrent or coincident with shifts being worked it shall be offered to the senior employee already on shift, subject to operational requirements in patient/resident/client care situations.

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- d) If an employee is required to work in excess of the regular hours of work on the day of a Statutory Holiday, such overtime shall be paid at double (2X) the regular rate.

### 13.08 Overtime Against Wishes

Employees will not be required to work overtime or be on standby against their wishes when other qualified employees within their work unit are willing to perform the required work or take such standby.



### 13.09 Time Off in Lieu

By mutual agreement between the Employer and the employee, the employee may take time off, calculated at the appropriate overtime rate, in lieu of overtime pay.

### 13.10 Standby

#### a) Definition of Standby Assignment

Standby assignment shall mean any period during which the employee is not on regular duty, the duration of which is not less than eight (8) hours during which the employee is on standby, and must be available to respond without undue delay to any request to return to duty.

#### b) Standby Payment

**EFFECTIVE JANUARY 1, 1997**

Employees assigned to standby shall receive a standby premium as follows:

- i) seventy-three (73) cents per hour for each hour on standby on a regular working day with a minimum payment for eight (8) hours.
- ii) one dollar and three cents (\$1.03) per hour for each hour on standby on days off and Statutory Holidays with a minimum payment for eight (8) hours.

This payment shall be in addition to any callback compensation.

#### c) Alternate Arrangements for Standby

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

### 13.11 Call Back

#### a) Call Back After Completion of Shift

Any employee who is called back to work after having completed the regular work schedule, and having left the facility premises, shall be paid for a minimum of two (2) hours at a rate of time and one-half (1 1/2) 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.

b) Call Back After Midnight or on Statutory Holidays

Employees who are called back and required to work between the hours of 2400 (midnight) and 0700 hours or on Statutory Holidays shall be paid at the rate of double (2) the regular rate of pay for all hours so worked with a minimum of two (2) hours at the rate of double (2) the regular rate.

However, should a call back referred to above, commence prior to 2400 hours (midnight) or continue after 0700 hours, such period of time (outside of the frame of 2400 and 0700) shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay.

Call Back on a Scheduled Day(s) Off

32x Employees required to work the scheduled day or days off shall receive double (2) the regular rate of pay for such day or days off worked.

d) Call Back During Vacation

Employees called back from their vacations shall be paid at the rate of double (2) the regular rate of pay for all hours worked. Such vacation days so worked shall be rescheduled.

**13.12 Transportation Allowance**

**EFFECTIVE DECEMBER 1, 1996**

a) Employees who are called back to work and require transportation, 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, they shall be paid at the basis of twenty-seven (27) cents per kilometre with a minimum of three dollars (\$3.00) per round trip.

b) When an employee is requested and agrees to use his or her own automobile for Employer's business after the normal travel to work and before travelling home from work, such employee shall be paid at the basis of twenty-seven (27) cents per kilometre with a minimum of three dollars (\$3.00) per round trip. The above arrangements may be altered by mutual agreement between the Union and the Employer.

**13.13 Shift Premium**

A shift premium of seventy (70) cents per hour shall be paid to employees working shifts, (including shifts worked on Statutory Holidays) whereby, the majority of such hours fall within the period 1500 hours and 0800 hours. Shift premium shall not

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apply to overtime hours worked.

**13.14 Minimum Report Pay**

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

**13.15 Weekend Premium**

A weekend premium of thirty (30) cents per hour 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. Where an employee is receiving overtime pay, weekend premium will not apply.

**13.16 Weekends Off**

Employees shall have at least one weekend off in every three (3) week period. Those employees required to work on the third (3rd) Saturday and/or Sunday shall be paid at overtime rates of 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 shall be scheduled for weekends off on an equitable basis.

**13.17 Expansion of Hours**

For other than full-time employees, overtime will not be paid until normal full-time hours of work per day or week are worked. However, this provision shall not be construed as permitting the continued expansion of hours without the posting of any such position.

**ARTICLE 14 - STATUTORY HOLIDAYS**

**14.01 Statutory Holidays**

For the purpose of this Agreement, the following shall be considered Statutory Holidays:

New Year's Day	Saskatchewan Day
Good Friday	Labour Day
Easter Monday (for acute)	Thanksgiving Day
2nd Monday in June (for LTC)	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and all other federally, provincially and civically proclaimed holidays, provided, however, that a civically declared holiday in lieu of the above named Statutory Holiday shall not be considered a holiday. Notwithstanding any other section of this

Agreement, premium pay, as referred to in Article 14.03 shall be paid for work on the actual calendar day, and shall not be paid for work on any alternate named day.

**14.02 Statutory Holiday on Scheduled Day Off**

Where a Statutory Holiday falls on a full-time employee's regular or scheduled day off, such employee shall receive another day off with pay.

**14.03 Working on a Statutory Holiday**

- a) Full-time employees required to be on duty on any of the holidays described in Article 14.01 shall be paid at the rate of time and one-half (1 1/2) their regular rate of pay, plus time off with pay equal to the regular hours worked, such time off to be scheduled within four (4) weeks before or after the week in which the holiday occurs.

The employee shall have the Statutory Holiday off on a day mutually agreeable between the Employer and the employee subject to Article 13.04.

- b) All Other Than Full-Time Employees

- i) who do not work on a Statutory Holiday shall receive Statutory Holiday pay in accordance with the following formula:

**APPLICABLE TO LONG-TERM CARE**

$$\frac{\text{Number of Paid Hours In the Immediately Preceding Four (4) Week Period}}{20} \times \text{Employee's Hourly Rate Of Pay} = \text{Statutory Holiday Pay}$$

**APPLICABLE TO ACUTE CARE**

$$\frac{\text{Number of Paid Hours In the Immediately Preceding Four (4) Week Period}}{149.3} \times \text{Normal Full-Time Hours Per Day}$$

$$\times \text{Employee's Hourly Rate of Pay} = \text{Statutory Holiday Pay}$$

- ii) who work on a Statutory Holiday shall be paid at the rate of one and one-half (1 1/2) times the regular rate plus Statutory Holiday pay in accordance with the formula above.

An employee on any unpaid leave of absence of greater than thirty (30) days

duration, at the time a Statutory Holiday occurs, shall not be entitled to Statutory Holiday pay.

**14.04 Christmas and New Year's Day Off**

The Employer shall endeavour to schedule the employee for at least Christmas Day or New Year's Day off.

**ARTICLE 15 - LEAVES OF ABSENCE**

**15.01 General Leave of Absence**

Insofar as the regular operation of the facility will permit, leave of absence without pay shall be granted to the employee provided the employee furnishes reasons for requiring such leave. The Employer shall respond to all requests for leave of absence within seven (7) days of receipt of the request. All requests for leave of absence shall be submitted in writing with a copy to the employee's Department Head or designate concerned, a copy to Human Resources and a copy to the Local Union Office.

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**15.02 Union Leave**

Insofar as the regular operations of the facility permits:

- a) Designated employees shall be granted leave of absence without pay to attend to Union business.
- b) Such request must be submitted in writing to the designated official of the facility at least seven (7) days in advance but preferably fourteen (14) days except in cases where it is mutually agreed otherwise. Designated employees shall be granted leave on a ratio of:

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One (1) for the first twenty-five (25) in-scope, one (1) for the next twenty-five (25) in-scope or major fraction thereof, and one (1) for each fifty (50) in-scope or major fraction thereof.

- c) The Employer agrees to continue to pay normal salary and benefits to employees allocated on a short term basis of one (1) month or less to attend to Union business as referred to in Article 15.02 and that the facility is to charge the Local Union for reimbursement of the cost. Such costs shall only include:
  - i) actual lost wages;
  - ii) Employer's share of Canada Pension contributions;

- iii) Employer's share of Employment 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; and
  - vii) 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 15.02 c) an appropriate amount for the following benefits:
- i) annual vacation;
  - ii) sick leave, and
  - iii) Statutory Holiday.

**15.03 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. Such leave may be renewed each year during the term of office.

**15.04 Leave for Public Office**

An employee who is elected to Public Office shall be granted unpaid leave of absence as required by the term of such Public Office.

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**15.05 Maternity Leave**

Unpaid leave of absence shall be granted to an employee for maternity, provided that she provides a medical certificate confirming the pregnancy and showing the probable date of delivery. An employee must apply for the leave of absence no later than fifteen (15) calendar days in advance except in extenuating circumstances.

- a) The length of the leave of absence shall be for a period not to exceed twelve (12) months.

If an employee's original request for maternity leave was less than twelve (12) months, she shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed twelve (12) months.

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In extenuating circumstances, where in the opinion of a medical practitioner such action is advisable the leave shall be further extended.

- b) Such leave will be granted with assurance that the employee will resume employment in the same position or in a comparable position and at the same range of pay occupied prior to the granting of such leave. In the event the employee on maternity leave is affected by layoff, she shall be afforded access to the provisions of Article 12 (Layoff and Re-employment).
- c) Notice of intention to return to work or request for change of length of leave of absence must be forwarded to the Employer fifteen (15) calendar days prior to the expiration of the leave. An employee may submit only one (1) request for a change of length of leave of absence.

The Employer is not required to allow an employee to resume her employment until after the expiration of the fifteen (15) calendar days notice,

- d) An employee unable to perform her regular duties but able to perform other work shall, where possible, without affecting the seniority rights of other employees, be permitted to do so at the appropriate rate of pay for the position she is filling.
- e) Access to Sick Leave Credits

Sick leave shall not be granted for the actual period of maternity leave, as defined in Article 15.05 a). However, an employee who is pregnant during her period of service with the Employer shall have access to sick leave credits for illness or disability which may arise during pregnancy while she continues active duty with the Employer.

#### **15.06 Bereavement Leave**

The purpose of bereavement leave is to provide a period of absence from the workplace from the date of death to the day following the funeral.

- a) In the event of the death of a parent, spouse, brother, sister, child, common law spouse, former guardian, fiance or someone with whom the employee has had a similar relationship, the employee shall receive time off from work without loss of pay and benefits to a maximum of four (4) days based on their scheduled shifts.
- b) In the event of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or some other person for whom the employee is required to administer bereavement responsibilities, the employee shall receive time off from work without loss of pay and benefits to a maximum of two (2) days based on their scheduled shifts.

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- c) An employee granted bereavement leave in (a) or (b) above shall be granted an additional two (2) days leave without loss of pay or benefits if required to travel over five hundred (500) kilometres one way to attend the funeral.
- d) The employee may also request vacation, Statutory Holidays or unpaid leave of absence as may be required.

#### **15.07 Medical Care Leave**

An employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time may be granted time off with pay. Such time off shall not exceed sixteen (16) working hours per year, except in extenuating circumstances. On request, employees will be required to show proof of such care.

For other than full-time employees this shall be pro-rated. This benefit does not apply to casuals.

#### **15.08 Paid Jury or Court Witness Leave**

When an employee is subpoenaed for jury duty or as a court witness, such employee shall not suffer any loss of salary or wages while at the disposal of the court. The amount paid by the Employer shall be the difference between the employee's normal salary and the indemnity paid by the Court.

Time spent by an employee required to serve as a court witness in any matter arising out of employment shall be considered as time worked at the regular rate of pay.

#### **15.09 Adoption Leave**

Upon request, an employee shall be granted up to twelve (12) months leave of absence without pay for legal adoption purposes. In the event an employee on adoption leave is affected by layoff, she shall be afforded access to the provisions of Article 12 (Layoff and Re-employment).

#### **15.10 Parental Leave**

Upon request, an employee whose spouse is expecting a child shall be granted up to twelve (12) weeks unpaid leave which can be taken during the three (3) months before or after the birth of the child. In the event an employee on parental leave is affected by layoff, she shall be afforded access to the provisions of Article 12 (Layoff and Re-employment).



### **15.11 Serious Illness Leave**

An employee shall be granted leave with pay for the serious illness of a member of the immediate family as defined in 15.06 up to a total of two (2) consecutive days. Serious illness shall be defined as an emergent or potentially life threatening situation.

### **15.12 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 requires the immediate attention of the employee.

The employee may elect to use vacation, Statutory Holiday, or earned day off or PDOs for Long-Term Care under Article 13.01 which have not yet been scheduled for the purpose of such leave.

### **15.13 Election to Professional Association**

An employee elected to an executive position within a professional association that relates to their classification shall, upon fourteen (14) calendar days notice be granted necessary time off without pay in order to fulfil the requirements of the elected position.

### **15.14 Education Leave**

Insofar as the regular operation of the Employer will permit, an educational leave of absence without pay shall be granted for up to twenty-four (24) months at the request of the employee.

## **ARTICLE 16 - VACATION**

### **16.01 Definition of Vacation**

“Vacation“ means annual vacation with pay.

### **16.02 Definition of Vacation Year**

“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. Vacation credits shall be earned during the current vacation year to be taken the following vacation year.

### **16.03 Vacation Period and Posting**

The vacation period shall be May 1st to April 30th of the following calendar year.

- i) Projected accumulated vacation credits for all employees shall be posted during the month of February of each year and will be subject to verification in accordance with vacation credit entitlement determined on the vacation cutoff date of April 30th of each year.
- ii) In order to apply Article 16.09, employees will indicate their choices of dates for the vacation year by April 1st.
- iii) Vacation schedules shall be posted by April 15th of each year. Once posted, these dates cannot be changed without mutual consent of the employee and the Employer, except in extenuating circumstances. It is understood that credit entitlement is subject to verification after the accrual year ending April 30th.
- iv) In cases where all vacation has not been scheduled in accordance with i), ii) and iii) above, a second posting of unexpended vacation credits will occur by December 15th to allow employees to schedule unexpended vacation credits for use by April 30th. Unscheduled vacation after this second posting must be scheduled by mutual agreement between the employee and the Employer.

### **16.04 Date of Employment**

“Date of Employment” means:

- a) In the case of the employee whose employment commenced between the first (1st) and the fifteenth (15th) day, inclusive of any month, the first (1st) day of the calendar month.
- b) In the case of the employee whose employment commenced between the sixteenth (16th) and the last day, inclusive of any month, the first (1st) day of the following calendar month.

### **16.05 Vacation Credits**

Vacation credits shall be earned on the following basis:

- i) During the first (1st) and subsequent years, including the fifth (5th) year of continuous employment, a maximum of one and one-quarter (1 1/4) days per month worked (fifteen (15) working days per year).
- ii) During the sixth (6th) and subsequent years, including the sixteenth (16th) year of continuous employment, a maximum of one and two-thirds (1 2/3) days per month worked (twenty (20) working days per year).

- iii) During the seventeenth (17th) and subsequent years, including the twenty-ninth (29th) year of continuous employment, a maximum of two and one-twelfth (2 1/12) days per month worked (twenty-five (25) working days per year).
- iv) During the thirtieth (30th) and subsequent years of continuous employment, a maximum of two and one-half (2 1/2) days per month worked (thirty (30) working days per year). w
- v) An employee shall receive the greater of vacation pay calculated as follows:
  - i)
 

Vacation Credits	Employee's regular	
Earned in accordance X	rate of pay at the	= Vacation
with Article 16.05	time of taking vacation	Pay
  - OR
  - ii) Effective May 1, 1996, 3/52nds, 4/52nds, 5/52nds or 6/52nds of the employee's gross earnings during the vacation year as determined by the employee's eligibility for annual vacation. Gross earnings shall include all remuneration paid to employees except transportation allowance.
- vi) For the purpose of calculating vacation time credits only, for full-time employees, length of service shall not be reduced by leaves of absence granted May 1, 1989 and thereafter.
- vii) Continuous employment shall be calculated from the last time the employee received an increase in the vacation credit benefit (e.g. the date the vacation credit benefit changed from three (3) weeks to four (4) weeks). For Acute Care, vacation credit benefit will begin accumulating May 1, 1996. There is no change for employees formerly covered by the SEIU SASCH Long-Term Care Agreement.

**16.06 Vacation Pay on Termination**

An employee who is terminating employment 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 earned vacation.

**16.07 Pro-Rata Vacation Credits**

Any employee not having completed a full year of service prior to the beginning of the vacation year in any year shall be allowed vacation on a pro-rata basis.

**16.08 Vacation Pay**

- a) Vacation pay shall be in accordance with Article 16.05 v),
- b) Employees shall receive vacation pay on regular pay days while on vacation unless otherwise requested.
- c) Where an employee requests vacation pay in advance, and makes such request in writing at least twenty-one (21) days prior to the commencement of vacation, vacation pay shall be paid in the fourteen (14) day period immediately preceding the vacation period.

#### **16.09 Assignment of Vacation Dates**

Annual vacation time shall be regulated on a mutually agreed basis. In case of disagreement, seniority shall govern within the department. However, employees who do not request vacation time before April 1st of each year shall forfeit their right to use seniority. Disputes after this date shall be governed on a first-come, first-serve basis.

#### **16.10 Displacement of 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, in a provincially approved hospital, or
- c) granted other approved leave of absence, or
- d) granted sick leave for an illness which could confine the employee for a duration of more than three (3) scheduled days, a medical certificate substantiating proof of illness will be required, or
- e) granted sick leave immediately prior to commencing his scheduled vacation and such illness continues into the period of scheduled vacation.

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.

#### **16.11 Unbroken Vacation Period**

Employees shall be entitled to take their vacation in an unbroken period or in increments of not less than one (1) week. Employees shall be able to utilize up to seven (7) days of vacation time to be taken in periods of one (1) day or more provided it does not interrupt previously scheduled holidays of other employees. Notwithstanding the above provisions, where departmental arrangements provide for

a mutually acceptable method of scheduling vacation entitlement those provisions shall continue to remain in effect.

**16.12 Statutory Holidays Within Scheduled Vacation Period**

When a recognized Statutory Holiday falls during an employee's scheduled vacation period, it shall be recognized as a Statutory Holiday and the employee shall be paid in accordance with Article 14:03. The day on which the Statutory Holiday occurs shall not be deducted from the employee's eligible vacation period.

**16.13 Part-Time and Casual Employee Vacation Entitlement**

Vacation credits shall be earned on a pro-rata basis in accordance with Article 16.05 and shall be paid in accordance with Article 16.08. It is understood between the parties that an employee is entitled to a vacation period of three (3), four (4) or five (5) weeks, dependent upon the employee's accumulated years of employment in addition to the vacation pay stipulated above.

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**16.14 Better Than Vacation Provisions**

The provision of this Article shall apply to all facilities, except where previous provisions are more favourable to the employee. Such provisions will be attached as an appendix to the Provincial Agreement.

**16.15 Carry Over of Vacation**

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 or the right of others.

**ARTICLE 17 - PAYMENT OF WAGES**

**17.01 Schedules "A", "B", "C" & "D"**

The salary scale applicable to employees shall be as set out hereinafter in Schedules "A", "B", "C" and "D".

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**17.02 Payment of Wages**

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


- a) employees shall be paid actual earnings on a bi-weekly basis; or

b) past practices shall remain in effect.

### **17.03 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.

### **17.04 Red-Circled Jobs**

 All incumbents in recognized red-circled jobs shall be paid one hundred percent (100%) of any negotiated wage and benefit increase.

## **ARTICLE 18 - INCREMENTS**

**18.01** Full-time employees shall be eligible for increments annually from their date of employment, promotion or reclassification except when a leave of absence is for more than thirty (30) days, in which case an adjusted increment date shall be established consistent with the period of leave taken.

Effective January 1, 1997 other than full-time employees shall receive a half increment on the completion of 974.4 regular hours (Acute) or 975 regular hours (LTC) or one (1) year, whichever occurs later. On completion of 1948.8 (Acute) or 1950 (LTC) regular hours, the employee shall receive the first step. Additional increments as provided in the applicable pay range shall be provided consistent with the foregoing formula until such time as the employee has achieved the maximum step in the pay range.

Eligible hours for earning increments include:

all paid hours including vacation and Statutory Holiday pay but excluding overtime;

all paid leaves;

any authorized unpaid leaves up to thirty (30) days at a time;

absence while on WCB;

Union leave.

Employees who work in more than one classification shall receive increment adjustments for each classification.

## **18.02 Return to Previous Job Classification**

An employee who returns within one (1) calendar year to a job classification which was previously held by that employee shall be placed at their previous increment level.

## **ARTICLE 19 - GENERAL PROVISIONS**

### **19.01 Compensation for Post Mortem**

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 thirty dollars (\$30.00) per post mortem in addition to any pay the employee would be entitled to under the terms of this Agreement.

### **19.02 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 five hundred dollars (\$500.00), subject to integration with one hundred percent (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.

### **19.03 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.

### **19.04 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.

### **19.05 Assistance for Education**

a) When the Employer requires an employee to attend a workshop, conference or educational program, such attendance shall be with pay, exclusive of overtime and premium pay, and all registration or tuition fees and expenses related to the program shall be paid for by the Employer.

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- b) If an employee is required by the Employer to attend or participate in the in-service education programs or staff meetings such shall be regarded as working time under the terms of this Agreement and compensated accordingly for such time. However, no employee shall be penalized for not attending courses which are not required by the Employer.

#### **19.06 Tools and Equipment Supplied**

The Employer shall supply all tools and equipment, which it deems necessary to employees in the performance of their duties. Worn or broken tools shall be returned to the Employer.

### **ARTICLE 20 - TECHNOLOGICAL CHANGE**

#### **20.01 Technological Change**

If, as a result of the Employer introducing:

- new equipment;
- changes in operating methods;
- dissolution of department(s); or
- complete facility closure;

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

- a) By mutual agreement of the Employer and the Union, the above time limits may be adjusted to suit individual circumstances.
- b) Upon notification as above, the Employer and the Union will commence discussion as to the effect on personnel and application of this Article.
- c) During the above-mentioned implementation and transitional period, affected employees will maintain their wage level.
- d) All new job titles and rates of pay shall be negotiated in accordance with Article 11.01 (Creation of New Classifications).
- e) All new positions created as a result of technological change will be posted under the terms of the current Agreement. Any training or retraining required to fill the new positions shall be provided by the Employer at the employee's regular rate of pay.
- f) If application of this Article requires a reduction in the work force, such reduction will be carried out under the terms of this Agreement.



## **20.02 Severance Pay**

Employees who terminate employment, as a result of the reasons indicated in Article 20.01, shall receive severance pay in the amount of:

5 days X the number of complete years of service X the employee's current daily rate of earnings.

All other than full-time employees shall receive severance pay on a pro-rata basis, based in direct relation to their paid hours as compared to those of a full-time employee as defined in Article 13.01.

## **ARTICLE 21- EMPLOYEE PERFORMANCE REVIEW**

### **21.01 Employee Performance Review**

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

An employee performance appraisal or review is not a disciplinary meeting.

The employee shall have the right to respond in writing to such appraisal or review within fourteen (14) calendar days and such response shall become part of the record.

### **21.02 Access to Personnel File**

The Employer shall allow an employee to review their personnel file (excluding employment references) provided they make prior arrangements with their immediate supervisor. Any errors or inaccuracies on an employee's file shall be removed.

## **ARTICLE 22 - SAFETY AND HEALTH**

### **22.01 Health and Safety Committee**

The Union and the Employer shall continue to co-operate in perfecting the safety measures now in effect, and further agree that the provisions for Health and Safety Committees, as provided for under the Occupational Health and Safety Act/Regulations, shall be carried out.

## **22.02 Referral of Health or Safety Concern**

An employee or a group of employees who have a health or safety concern should endeavour to resolve that concern by first referring the concern to the immediate supervisor or Facility Safety Officer, who will investigate immediately and take remedial action.

## **22.03 Medical Examination**

If pre-employment or subsequent medicals or immunizations should be required by the Employer or in accordance with the Hospital Standards Act or Special Care Homes' Act, time lost due to such requirements shall not result in loss of pay or sick leave credits.

## **22.04 Proper Accommodation**

The Employer agrees to make every reasonable effort to provide proper accommodation for employees to have meals and store and change their clothes. The Employer agrees to provide suitable accommodation that is not directly accessible to the public to allow employees to store personal effects and clothing worn to and from the facility.

# **ARTICLE 23 - SICK LEAVE**

## **23.01 Definition of Sick Leave**

"Sick Leave" means the period of time an employee is absent from work by virtue of being sick or disabled or because of an accident not covered by Workers' Compensation.

Sick leave will not be paid where an employee is in receipt of income replacement benefits under The Automobile Accident Insurance Act except that any difference between such benefits and the employee's regular net pay shall be paid to the employee from the employee's accumulated sick leave credits, provided that credits are available for use, for a period not to exceed one (1) year from the date of the accident.

## **23.02 Notice of Illness**

Every employee who may be absent from duty on account of sickness or injury, shall notify the immediate supervisor as soon as possible prior to the commencement of the scheduled shift indicating the nature and expected duration of such illness. No employee shall be entitled to benefits for time previous to such notification unless the delay shall be shown to have been avoidable. Employees will report to their supervisor or designate upon resuming duties.

### 23.03 Accumulation of Sick Leave

Subject to where existing local conditions provide otherwise:

- a) Full-time employees shall earn sick leave credits at the rate of fifteen (15) days per year (one and one-quarter (1 1/4) days per month).
- b) Sick leave credits for other than full-time employees shall be calculated as follows:

$$\frac{\text{Number of Hours Eligible for Entitlement}}{\text{Full Prescribed Hours Per Year}} \times 15 = \text{Sick Leave Credits}$$

- c) Hours eligible for entitlement shall include paid hours exclusive of overtime plus other unpaid leave of up to thirty (30) days duration.
- d) Sick leave credits for all employees shall accumulate to a maximum of one hundred and twenty (120) working days.
- e) The Employer agrees to post an up-to-date list of all employees sick leave credits in the month of February of each year. Within thirty (30) days of the posting, and upon proof of error, the Employer will revise the list. Copies of such lists and revisions thereof shall be sent to the Local Union Office simultaneously.

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### 23.04 Deductions from Sick Leave Credits

- a) A deduction shall be made from accumulated sick leave credits for all normal working hours (inclusive of Statutory Holidays) absent for sick leave.
- b) Employees on other-than-full-time status shall have access to utilize accrued sick leave credits for any scheduled shifts lost due to illness, it being understood that sick leave would only be paid in instances where the employee missed a shift due to illness or injury when he had been scheduled in advance to work.
- c) A part-time employee who becomes unavailable for duty due to illness or injury for any time period in excess of the schedule as posted and confirmed shall have access to accrued sick leave credits on a pro rata basis in relation to his posted schedule up to a maximum of four (4) days a week until such time as either his sick leave credits expire or he is available for work.
- d) Casual employees will be paid sick leave for only those shifts that fall within the confirmed and posted schedule.

### **23.05 Verification of Illness**

Medical verification may be requested from employees requesting sick leave. Where such is required, the employee shall be notified during the illness that such verification is required upon the employee's return to work.

## **ARTICLE 24 - WORKERS' COMPENSATION**

### **24.01 Workers' Compensation Benefits**

When an employee is absent as a result of an accident or illness in connection with the employee's employment and benefits are being paid by Workers' Compensation Board, the difference between the employee's regular net pay and the Workers' Compensation payment will be paid by the facility for a period not to exceed one (1) year and shall not reduce the employee's accumulated sick leave credits. In no event will the amount paid to the employee be less than the amount the Employer receives from Workers' Compensation Board.

The following procedure shall be used to implement the foregoing:

1. When an employee has applied for Workers' Compensation benefits, the facility will continue paying the employee his/her regular net pay for a period not to exceed one (1) year.
2. The hours paid for part-time and casual employees receiving Workers' Compensation benefits shall include all paid hours (e.g. regularly scheduled hours, additional casual hours, vacation hours, sick hours, Statutory Holiday hours and paid leaves of absence) excluding overtime and other premium payments, and shall be based on the previous fifty-two (52) week period.

Where the employee's status (full-time, part-time, casual) has changed within the fifty-two (52) week period, the calculation of hours paid will be based upon the period of time since the date of change to the employee's status at the time the Workers' Compensation claim is initiated.

3. The Workers' Compensation cheque will be made payable to the facility.
4. Should the employee's claim be disallowed by Workers' Compensation, then any money so paid will be either charged against sick time, or if the employee has no sick time, the amount so paid will be recovered from the employee and the employee may apply for D.I.P.
5. At year end, the employee's gross earnings will be adjusted by the amount paid by Workers' Compensation Board. The Employment Insurance and Canada Pension Plan deductions will be recalculated based on the adjusted gross pay and the difference is to be refunded to the employee by the facility.

6. Employees absent as a result of a compensable accident or illness under this Article shall not earn Statutory Holidays but for the first year shall accrue sick leave credits and vacation credits. However, vacation credits accrued during receipt of WCB benefits may only be accessed once such employee has returned to regular employment outside the auspices of a graduated return to work program sponsored by the WCB.

Employees shall earn seniority for the entire period of a WCB claim.

## ARTICLE 25 - EMPLOYEE BENEFITS PLANS

### 25.01 Disability Income Plan

- a) Joint Funding

A Disability Income Plan shall be provided whereby the Employer shall pay 50% and the employee shall pay 50% of the cost of funding the Plan.

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50%

- b) Administration

The Disability Income Plan shall be administered by the Saskatchewan Association of Health Organizations in accordance with the terms of the Plan.

- c) Terms of Plan

The terms of this Plan shall be determined on the basis of the following provisions which are considered as general statements of the Plan conditions:

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.

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.

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:

1. Disability will be defined as the inability of the employee to perform the duties of their occupation. After twenty-four (24) months of benefit payment, the definition changes to the inability of the employee to perform any occupation for which one is reasonably fitted by training, education or experience.
2. There shall be no waiting period before an employee is eligible to receive benefits for any disability.
3. 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.
4. 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.
5. 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 under the terms of the Plan, regardless of the fact that the Plan may have subsequently been discontinued or succeeded by a new program.
6. Any employee whose employment commenced during the period 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 the complaint for a period of twelve (12) months after the date the employee enrolled:  
  
After May 31, 1978, a period of six (6) months.
7. If an employee fails to enrol in the Plan within thirty-one (31) days after the date he becomes eligible to do so, he must complete a medical questionnaire for approval by the Plan Administrator.
8. Limitations  
  
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.

9. 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.
10. A joint committee representing SEIU and Saskatchewan Association of Health Organizations shall be established as an Administrative Committee of the Plan.
11. For other than SEIU members, SEIU shall have the final decision on who may enter and participate in the SEIU Disability Income Plan.

12. 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.
13. Pension benefit regarding years of service will continue to accrue during disability as though the employee were still fully employed.
14. Benefits from the Disability Income Plan shall not be reduced if the member receives payments from any insurance company, including S.G.I., provided that the total payments do not exceed 100% of regular salary.

d) 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.

e) Pension Credits on D.I.P.

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

f) Group Life Coverage on D.I.P.

Group Life coverage will continue while the employee is receiving benefits from the SAHO Disability Income Plan in accordance with the Group Life policy.

**25.02 Group Life Insurance**

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- a) The Employer will pay for the first \$7,000.00 coverage under the Saskatchewan Association of Health Organizations' Group Life Insurance policy. For all students, Group Life Insurance coverage shall be \$2,000.00, as provided for by the Saskatchewan Association of Health Organizations' Group Life Insurance Plan.
- b) Employees shall be advised when taking leaves of absence that they may continue coverage in accordance with the terms of the Plan.



### **25.03 Dental Plan**

The Employer shall provide a Dental Plan in which the reimbursement schedule is consistent with that contained in the Public Employee Dental Plan.

### **25.04 Pension Plan**

A Pension Plan with terms, conditions and benefits administered by the Saskatchewan Association of Health Organizations shall be provided whereby the Employer shall pay and deduct premiums in accordance with the terms of the Plan.

## **ARTICLE 26 - RETIREMENT**

### **26.01 Normal Retirement Date**

The normal retirement date of all employees shall be the first (1st) 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.

## **ARTICLE 27 - DEFINITIONS**

### **27.01 Temporary Employee**

A temporary employee shall be an employee who is employed for a predetermined period of time not to exceed one year. The time limit may be extended by agreement between the Union and the Employer.

### **27.02 Full-Time Employee**

A full-time employee shall mean an employee who is regularly scheduled to work the normal hours as defined in Article 13.01.

### **27.03 Part-Time Employee**

A part-time employee shall mean an employee who is regularly scheduled to work less than the normal hours as defined in Article 13.01.

### **27.04 Casual Employee**

A casual employee shall mean an employee who works on a "call-in" basis, and who is not regularly scheduled.

**27.05 Use of Gender**

This Agreement shall be construed as referring to the masculine or feminine gender or the singular or plural pronoun as the context may require.

**27.06 Definition of Transfer**

A transfer shall be defined as the movement of an employee from one position to another position with the same rate of pay.

**27.07 Definition of Demotion**

A demotion shall be defined as the movement of an employee from one classification to another classification having a lower rate of pay.

**27.08 Definition of Promotion**

A promotion shall be defined as the movement of an employee from one classification to another classification having a higher rate of pay.

## MONETARY SETTLEMENT

This Agreement shall provide for the following wage increases:

Effective July 1, 1996                      1% wage increase;

Effective January 1, 1997                      1% wage increase;

Effective December 31, 1997                      1% wage increase.  
(23:59:59 hours)

The above wage increases shall apply to all salary schedules and wage rates under this Collective Agreement.

Schedule "A" Code "A"  
Pay Grades & Salaries - 8 Hours Per Day

Classifications Applicable To Employees  
Affected By Co-Operative Wage Study

Points	Pay Grade	Effective January 1, 1995			Effective July 1, 1996		
0 - 265	1	10.49	10.76	11.08	10.59	10.87	11.19
266 - 286	2	10.76	11.08	11.37	10.87	11.19	11.48
287 - 307	3	11.08	11.37	11.70	11.19	11.48	11.82
308 - 328	4	11.37	11.70	12.01	11.48	11.82	12.13
329 - 349	5	11.70	12.01	12.34	11.82	12.13	12.46
350 - 370	6	12.01	12.34	12.72	12.13	12.46	12.85
371 - 391	7	12.34	12.72	13.13	12.46	12.85	13.26
392 - 412	8	12.72	13.13	13.55	12.85	13.26	13.69
413 - 433	9	13.13	13.55	13.95	13.26	13.69	14.09
434 - 454	10	13.55	13.95	14.41	13.69	14.09	14.55
455 - 475	11	13.95	14.41	14.84	14.09	14.55	14.99
476 - 496	12	14.41	14.84	15.34	14.55	14.99	15.49
497 - 517	13	14.84	15.34	15.84	14.99	15.49	16.00
518 - 538	14	15.34	15.84	16.33	15.49	16.00	16.49
539 - 559	15	15.84	16.33	16.89	16.00	16.49	17.06
560 - 580	16	16.33	16.89	17.44	16.49	17.06	17.61
581 - 601	17	16.89	17.44	18.02	17.06	17.61	18.20
602 - 622	18	17.44	18.02	18.56	17.61	18.20	18.75
623 - 643	19	18.02	18.56	19.17	18.20	18.75	19.36
644 - 664	20	18.56	19.17	19.81	18.75	19.36	20.01
665 - 685	21	19.17	19.81	20.45	19.36	20.01	20.65
686 - 706	22	19.81	20.45	21.12	20.01	20.65	21.33
707 up	23	20.45	21.12	21.79	20.65	21.33	22.01

Schedule "A" Code "B"  
Pay Grades & Salaries - 8 Hours Per Day

Out-Of-Schedule Classifications  
And Red Circled Positions

Pay Grade	Effective January 1, 1995			Effective July 1, 1996		
	1	10.41	10.67	11.01	10.51	10.78
2a	10.65	10.89	11.23	10.76	11.00	11.34
2b	10.67	11.01	11.26	10.78	11.12	11.37
3	10.71	11.10	11.44	10.82	11.21	11.55
4	11.10	11.44	11.75	11.21	11.55	11.87
5a	11.44	11.75	12.15	11.55	11.87	12.27
5b	11.61	11.94	12.29	11.73	12.06	12.41
6	11.75	12.15	12.56	11.87	12.27	12.69
7a	12.15	12.56	13.00	12.27	12.69	13.13
7b	12.27	12.72	13.17	12.39	12.85	13.30
8a	12.56	13.00	13.43	12.69	13.13	13.56
8b	12.83	13.22	13.60	12.96	13.35	13.74
9	13.00	13.43	13.95	13.13	13.56	14.09
10	13.43	13.95	14.50	13.56	14.09	14.65
11	14.44	14.78	15.18	14.58	14.93	15.33
12	14.50	15.14	15.82	14.65	15.29	15.98
13	15.67	16.24	16.93	15.83	16.40	17.10
14a	16.34	17.00	17.75	16.50	17.17	17.93
14b	16.57	17.19	17.89	16.74	17.36	18.07
15	17.58	18.17	18.73	17.76	18.35	18.92
16a	17.79	18.39	19.70	17.97	18.57	19.90
16b	18.06	18.66	19.92	18.24	18.85	20.12
17a	19.03	19.83	20.59	19.22	20.03	20.80
17b	20.98			21.19		

Schedule "A" Code "C"  
Pay Grades & Salaries - 7 hours Per Day

Classifications Applicable To Employees  
Affected By Co-Operative Wage Study

Points	Pay Grade	Effective January 1, 1995			Effective July 1, 1996		
		308 - 328	4	11.82	12.19	12.55	11.94
329 - 349	5	12.19	12.55	12.97	12.31	12.68	13.10
350 - 370	6	12.55	12.97	13.38	12.68	13.10	13.51
371 - 391	7	12.97	13.38	13.81	13.10	13.51	13.95
413 - 433	9	13.81	14.24	14.72	13.95	14.38	14.87

Schedule "A" Code "D"  
Pay Grades & Salaries - 8 hours Per Day

Maintenance Mechanics III, IV And V  
Engineers II, III And IV  
And Assistant Chief Engineers

Pay Grades	Effective January 1, 1995			Effective July 1, 1996		
	12	15.03	15.65	16.32	15.18	15.81
13	16.22	16.77	17.48	16.38	16.94	17.65
14a	17.20	17.84	18.54	17.37	18.02	18.73
14b	17.36	18.00	18.72	17.53	18.18	18.91
15	18.40	18.93	19.55	18.58	19.12	19.75
16a	18.59	19.19	20.50	18.78	19.38	20.71
16b	18.85	19.48	20.78	19.04	19.67	20.99
17a	19.86	20.63	21.35	20.06	20.84	21.56
17b	21.81			22.03		

**Schedule "A" Code "E"**  
**Technical & Technological Classifications**

Pay Grade	Effective January 1, 1995						
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
14	15.34	15.84	16.33	16.89	17.44	18.01	18.64
16	16.33	16.89	17.44	18.01	18.59	19.23	
17	16.89	17.44	18.01	18.56	19.13	19.76	
18	17.44	18.01	18.56	19.17	19.74	20.38	
19	18.01	18.56	19.17	19.81	20.40	21.03	
20	18.56	19.17	19.81	20.45	21.01	21.65	
21	19.17	19.81	20.45	21.12	21.68	22.31	
22	19.81	20.45	21.12	21.79	22.37	23.00	
23	20.45	21.12	21.79	22.48	23.06	23.70	

Pay Grade	Effective July 1, 1996						
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
14	15.49	16.00	16.49	17.06	17.61	18.19	18.83
16	16.49	17.06	17.61	18.19	18.78	19.42	
17	17.06	17.61	18.19	18.75	19.32	19.96	
18	17.61	18.19	18.75	19.36	19.94	20.58	
19	18.19	18.75	19.36	20.01	20.60	21.24	
20	18.75	19.36	20.01	20.65	21.22	21.87	
21	19.36	20.01	20.65	21.33	21.90	22.53	
22	20.01	20.65	21.33	22.01	22.59	23.23	
23	20.65	21.33	22.01	22.70	23.29	23.94	

Schedule "B"  
Rates Of Pay

Classification	January 1, 1995				July 1, 1996			
	Start	Step 1	Step 2	Step 3	Start	Step 1	Step 2	Step 3
Housekeeping Aide I Dietary Aide Laundry Aide I	10.43	10.71	11.02		10.53	10.82	11.13	
Porter Hostel Service Aide Cook I								
Stenographer Caretaker Caretaker Laundry Aide II Housekeeping Aide II	10.71	11.02	11.29		10.82	11.13	11.40	
Activity Worker I Resident Attendant (RC) Cook II Maintenance I Washerperson	11.29	11.65	11.96		11.40	11.77	12.08	
Special Care Aide	11.65	11.96	12.25	12.67	11.77	12.08	12.37	12.80
Head Housekeeper	11.65	11.96	12.25		11.77	12.08	12.37	
Activity II Cook III Maintenance II	12.25	12.67	13.07		12.37	12.80	13.20	
Licensed Practical Nurse Orderly (Certified) Maintenance III	13.07	13.48	13.92		13.20	13.61	14.06	
Maintenance IV	13.48	13.92	14.36		13.61	14.06	14.50	

Schedule "C"  
Behaviour Management Consultant  
Registered Nurses  
Palliser Regional Care

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
January 1, 1995	17.89	18.65	19.46	20.27	20.84	21.37
July 1, 1996	18.07	18.84	19.65	20.47	21.05	21.58



Schedule "A" Code "A"  
Pay Grades & Salaries - 8 Hours Per Day

Classifications Applicable To Employees  
Affected By Co-Operative Wage Study

Points	Pay Grade	Effective January 1, 1997			Effective December 31, 1997 (23:59:59)		
		0 - 265	1	10.70	10.98	11.30	10.81
266 - 286	2	10.98	11.30	11.59	11.09	11.41	11.71
287 - 307	3	11.30	11.59	11.94	11.41	11.71	12.06
308 - 328	4	11.59	11.94	12.25	11.71	12.06	12.37
329 - 349	5	11.94	12.25	12.58	12.06	12.37	12.71
350 - 370	6	12.25	12.58	12.98	12.37	12.71	13.11
371 - 391	7	12.58	12.98	13.39	12.71	13.11	13.52
392 - 412	8	12.98	13.39	13.83	13.11	13.52	13.97
413 - 433	9	13.39	13.83	14.23	13.52	13.97	14.37
434 - 454	10	13.83	14.23	14.70	13.97	14.37	14.85
455 - 475	11	14.23	14.70	15.14	14.37	14.85	15.29
476 - 496	12	14.70	15.14	15.64	14.85	15.29	15.80
497 - 517	13	15.14	15.64	16.16	15.29	15.80	16.32
518 - 538	14	15.64	16.16	16.65	15.80	16.32	16.82
539 - 559	15	16.16	16.65	17.23	16.32	16.82	17.40
560 - 580	16	16.65	17.23	17.79	16.82	17.40	17.97
581 - 601	17	17.23	17.79	18.38	17.40	17.97	18.56
602 - 622	18	17.79	18.38	18.94	17.97	18.56	19.13
623 - 643	19	18.38	18.94	19.55	18.56	19.13	19.75
644 - 664	20	18.94	19.55	20.21	19.13	19.75	20.41
665 - 685	21	19.55	20.21	20.86	19.75	20.41	21.07
686 - 706	22	20.21	20.86	21.54	20.41	21.07	21.76
707 up	23	20.86	21.54	22.23	21.07	21.76	22.45

Schedule "A" Code "B"  
Pay Grades & Salaries - 8 Hours Per Day

Out-Of-Schedule Classifications  
And Red Circled Positions

Pay Grade	Effective January 1, 1997			Effective December 31, 1997 (23:59:59)		
	1	10.62	10.89	11.23	10.73	11.00
2a	10.87	11.11	11.45	10.98	11.22	11.56
2b	10.89	11.23	11.48	11.00	11.34	11.59
3	10.93	11.32	11.67	11.04	11.43	11.79
4	11.32	11.67	11.99	11.43	11.79	12.11
5a	11.67	11.99	12.39	11.79	12.11	12.51
5b	11.85	12.18	12.53	11.97	12.30	12.66
6	11.99	12.39	12.82	12.11	12.51	12.95
7a	12.39	12.82	13.26	12.51	12.95	13.39
7b	12.51	12.98	13.43	12.64	13.11	13.56
8a	12.82	13.26	13.70	12.95	13.39	13.84
8b	13.09	13.48	13.88	13.22	13.61	14.02
9	13.26	13.70	14.23	13.39	13.84	14.37
10	13.70	14.23	14.80	13.84	14.37	14.95
11	14.73	15.08	15.48	14.88	15.23	15.63
12	14.80	15.44	16.14	14.95	15.59	16.30
13	15.99	16.56	17.27	16.15	16.73	17.44
14a	16.67	17.34	18.11	16.84	17.51	18.29
14b	16.91	17.53	18.25	17.08	17.71	18.43
15	17.94	18.53	19.11	18.12	18.72	19.30
16a	18.15	18.76	20.10	18.33	18.95	20.30
16b	18.42	19.04	20.32	18.60	19.23	20.52
17a	19.41	20.23	21.01	19.60	20.43	21.22
17b	21.40			21.61		

Schedule "A" Code "C"  
 Pay Grades & Salaries - 7 hours Per Day

Classifications Applicable To Employees  
 Affected By Co-Operative Wage Study

Points	Pay Grade	Effective January 1, 1997			Effective December 31, 1997 (23:59:59)		
		308 - 328	4	11.94	12.31	12.68	12.06
329 - 349	5	12.31	12.68	13.10	12.43	12.81	13.23
350 - 370	6	12.68	13.10	13.51	12.81	13.23	13.65
371 - 391	7	13.10	13.51	13.95	13.23	13.65	14.09
413 - 433	9	13.95	14.38	14.87	14.09	14.52	15.02

Schedule "A" Code "D"  
 Pay Grades & Salaries - 8 hours Per Day

Maintenance Mechanics III, IV And V  
 Engineers II, III And IV  
 And Assistant Chief Engineers

Pay Grades	Effective January 1, 1997			Effective December 31, 1997 (23:59:59)		
	12	15.33	15.97	16.64	15.48	16.13
13	16.54	17.11	17.83	16.71	17.28	18.01
14a	17.54	18.20	18.92	17.72	18.38	19.11
14b	17.71	18.36	19.10	17.89	18.54	19.29
15	18.77	19.31	19.95	18.96	19.50	20.15
16a	18.97	19.57	20.92	19.16	19.77	21.13
16b	19.23	19.87	21.20	19.42	20.07	21.41
17a	20.26	21.05	21.78	20.46	21.26	22.00
17b	22.25			22.47		

**Schedule "A" Code "E"**  
**Technical & Technological Classifications**

Pay Grade	Effective January 1, 1997						
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
14	15.64	16.16	16.65	17.23	17.79	18.37	19.02
16	16.65	17.23	17.79	18.37	18.97	19.61	
17	17.23	17.79	18.37	18.94	19.51	20.16	
18	17.79	18.37	18.94	19.55	20.14	20.79	
19	18.37	18.94	19.55	20.21	20.81	21.45	
20	18.94	19.55	20.21	20.86	21.43	22.09	
21	19.55	20.21	20.86	21.54	22.12	22.76	
22	20.21	20.86	21.54	22.23	22.82	23.46	
23	20.86	21.54	22.23	22.93	23.52	24.18	

Pay Grade	Effective December 31, 1997 (23:59:59)						
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
14	15.80	16.32	16.82	17.40	17.97	18.55	19.21
16	16.82	17.40	17.97	18.55	19.16	19.81	
17	17.40	17.97	18.55	19.13	19.71	20.36	
18	17.97	18.55	19.13	19.75	20.34	21.00	
19	18.55	19.13	19.75	20.41	21.02	21.66	
20	19.13	19.75	20.41	21.07	21.64	22.31	
21	19.75	20.41	21.07	21.76	22.34	22.99	
22	20.41	21.07	21.76	22.45	23.05	23.69	
23	21.07	21.76	22.45	23.16	23.76	24.42	

Schedule "B"  
Rates Of Pay

*MISPRINT*

Classification	January 1, 1995 <sup>1</sup>				July 1, 1996 <sup>8</sup>			
	Start	Step 1	Step 2	Step 3	Start	Step 1	Step 2	Step 3
Housekeeping Aide I Dietary Aide Laundry Aide I	10.43	10.71	11.02		10.53	10.82	11.13	
Porter Hostel Service Aide Cook I Stenographer Caretaker Caretaker Laundry Aide II Housekeeping Aide II	10.71	11.02	11.29		10.82	11.13	11.40	
Activity Worker I Resident Attendant (RC) Cook II Maintenance I Washerperson	11.29	11.65	11.96		11.40	11.77	12.08	
Special Care Aide	11.65	11.96	12.25	12.67	11.77	12.08	12.37	12.80
Head Housekeeper	11.65	11.96	12.25		11.77	12.08	12.37	
Activity II Cook III Maintenance II	12.25	12.67	13.07		12.37	12.80	13.20	
Licensed Practical Nurse Orderly (Certified) Maintenance III	13.07	13.48	13.92		13.20	13.61	14.06	
Maintenance IV	13.48	13.92	14.36		13.61	14.06	14.50	

Schedule "C"  
Behaviour Management Consultant  
Registered Nurses  
Palliser Regional Care

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
January 1, 1997	17.89	18.65	19.46	20.27	20.84	21.37
December 31, 1997 (23:59:59)	18.07	18.84	19.65	20.47	21.05	21.58

**Schedule "D"**  
**Parkridge Centre**

Classification	January 1, 1995				July 1, 1996				
	Start	Step 1	Step 2	Step 3	Start	Step 1	Step 2	Step 3	
Attendant I	10.43	10.71	11.02		10.53	10.82	11.13		
Attendant II - Untrained	11.02	11.29	11.64	11.94	11.13	11.40	11.76	12.06	
Attendant II - Trained	11.65	11.96	12.25	12.67	11.77	12.08	12.37	12.80	
Attendant IV - LPN	13.07	13.48	13.90		13.20	13.61	14.04		
Ward Clerk	11.29	11.64	11.94	12.31	11.40	11.76	12.06	12.43	
Cook's Helper ✓	10.71	11.02	11.29	11.64	10.82	11.13	11.40	11.76	
Cook	12.67	13.07	13.48		12.80	13.20	13.61		
Storeperson	13.95	14.41	14.84		14.09	14.55	14.99		
Plant Maintenance	13.07	13.48	13.92		13.20	13.61	14.06		
Therapy Assistant I	11.02	11.29	11.64	11.94	11.13	11.40	11.76	12.06	
Therapy Assiatnt II	11.64	11.94	12.28	12.63	11.76	12.06	12.40	12.76	
Receptionist	11.02	11.29	11.54	11.83	11.13	11.40	11.66	11.95	
Medical Steno I	11.70	12.01	12.34		11.82	12.13	12.46		
Administrative Coordinator	12.01	12.34	12.72		12.13	12.46	12.85		
		<b>January 1, 1997</b>				<b>December 31, 1997 (23:59:59)</b>			
Attendant I	10.64	10.93	11.24		10.75	11.04	11.35		
Attendant II - Untrained ✓	11.24	11.51	11.88	12.18	11.35	11.63	12.00	12.30	
Attendant II - Trained ✓	11.89	12.20	12.49	12.93	12.01	12.32	12.61	13.06	
Attendant IV - LPN	13.33	13.75	14.18		13.46	13.89	14.32		
Ward Clerk	11.51	11.88	12.18	12.55	11.63	12.00	12.30	12.68	
Cook's Helper ✓	10.93	11.24	11.51	11.88	11.04	11.35	11.63	12.00	
Cook	12.93	13.33	13.75		13.06	13.46	13.89		
Storeperson	14.23	14.70	15.14		14.37	14.85	15.29		
Plant Maintenance	13.33	13.75	14.20		13.46	13.89	14.34		
Therapy Assistant I	11.24	11.51	11.88	12.18	11.35	11.63	12.00	12.30	
Therapy Assiatnt II	11.88	12.18	12.52	12.89	12.00	12.30	12.65	13.02	
Receptionist	11.24	11.51	11.78	12.07	11.35	11.63	11.90	12.19	
Medical Steno I	11.94	12.25	12.58		12.06	12.37	12.71		
Administrative Coordinator	12.25	12.58	12.98		12.37	12.71	13.11		

## SCHEDULE "E"

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

Three weeks orientation (August)	Minimum Wage
Four weeks orientation (January)	Minimum Wage
Return to hospital to 12th month	53% of start for Registered Technicians
13 to 18 months	63% of start for Registered Technicians
19 to 26 months	73% of start for Registered Technicians

### HOURS OF WORK

8 hours per day and bank time or,  
7.75 hours per day and bank time or,  
7.50 hours per day and no bank time.

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

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. Any student who opts out of the teaching program and applies for a position in the hospital proper or who completes their educational program and is rehired within thirty (30) days shall be considered a new employee except that seniority as a student will be used to determine benefit levels such as vacation and sick leave.
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.

POLICY  
RE: D.I.P.

Employee Status During and After D.I.P/L.T.D.

When an employee is disabled and receiving D.I.P. benefits there are certain things the Employer can and should do, and certain things the employee can and should do. During the first two (2) years and one hundred and nineteen (119) consecutive calendar days of a claim the employee's position shall not be filled on a permanent basis.

1. Following the two (2) years and one hundred and nineteen (119) consecutive calendar day period if the employee is deemed to be unable to do his/her own job but is able to return to work the following procedure will be undertaken:

- a) The Employer, employee and the Union will review qualifications and capabilities including particular limitations and/or restrictions.

The Union's role in the review process is for the sole purpose of determining the qualifications and capabilities of the employee.

- b) Where no job is immediately available the employee is to be placed on L.O.A. and the employee considered for any vacancy which occurs for which the employee is qualified and capable. When such vacancy occurs the Employer will, prior to the normal posting procedures, contact the Union to determine if the vacancy is to be posted.

The length of the L.O.A. granted to the employee will depend on the following:

- i) The nature of the work for which the employee is qualified and capable and the frequency with which such positions are likely to become available.
  - ii) The length of service of the employee (seniority).
  - iii) Leaves of absence will normally be one year and may be extended if no suitable position is available.
  - iv) Wherever possible, an employee must be offered at least one (1) position for which the employee is qualified and capable prior to termination of L.O.A.
- c) The position vacated by the employee will be posted and filled on a permanent basis.



If it is not possible during the period of leave of absence for the employee to be placed in a suitable position the employee will be terminated. The employee shall have access to the provisions of the retirement pension and group life plans subject to the terms of the respective plans.

2. Where an employee, after completing two (2) years and one hundred and nineteen (119) consecutive calendar days of L.T.D. remains unable to perform in any occupation, the position formerly occupied will be posted and filled on a permanent basis; the employee will remain on Long-Term benefits.

Should an employee subsequently be deemed able to perform the work in their former occupation or any occupation and, therefore, L.T.D. benefits cease, the employee will be considered under a similar procedure as under 1. above.

**POLICY  
RE: WORKERS' COMPENSATION BOARD**

Employee Status During and After W.C.B. Claims

When employee's W.C.B. benefits are discontinued and the employee is unable to return to their own job the first consideration will be a review of the file to determine whether application should be made for D.I.P. benefits. If the procedure is not deemed appropriate or if the D.I.P. claim is rejected the following procedure should be undertaken:

1. The Employer, employee and the Union will review the employee's qualifications and capabilities including particular limitations and/or restrictions.

The Union's role in the review process is for the sole purpose of determining the qualifications and capabilities of the employee.

2. Where no job is immediately available the employee will be placed on L.O.A. and considered for any vacancy which occurs for which the employee is qualified and capable. When such vacancy occurs the Employer will, prior to normal posting procedures, contact the Union to determine if the vacancy is to be posted.

The length of the L.O.A. will depend on the following:

- a) The nature of the work for which the employee is qualified for and capable of doing and the frequency with which such positions are likely to become available.
- b) The length of service of the employee (seniority).
- c) Leaves of absence will normally be one year and may be extended if no suitable positions are available.

- d) Wherever possible, an employee must be offered at least one (1) position for which the employee is qualified and capable prior to termination of L.O.A.

3. The position vacated by the employee will be posted and filled on a permanent basis.

If it is not possible during the period of leave of absence for the employee to be placed in a suitable position the employee will be terminated. The employee shall have access to the provisions of the retirement pension and group life plans subject to the terms of the respective plans.

During an established W.C.B. claim the employee will be required to contact the Employer at least every six months in order to enable the Employer to update the status of the claim as well as discussing items of mutual concern.

**LETTER OF UNDERSTANDING  
RE: CO-OPERATIVE WAGE STUDY**

It is agreed that during the term of this Agreement the parties to this Agreement shall investigate the possibility of negotiating a maintenance program based on the original Co-operative Wage Study. The purpose of the maintenance program will be to provide a mechanism for both the Employer and the employee to re-evaluate their jobs within the framework of the 1976 Co-operative Wage Study and to provide for a mechanism of dispute resolution.

I

**LETTER OF UNDERSTANDING  
RE: CONTRACTING OUT**

1. 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.
2. However, when contracting out of bargaining unit work is required, the Employer will ensure that no full-time or part-time employees with three (3) or more years of seniority will be laid off as a direct result of contracting out. Article 12 will apply to those employees with less than three (3) years seniority.
3. This Letter of Understanding shall remain in effect from the date of signing and shall continue from year to year thereafter except where the parties have mutually agreed to amend or revise it.

**LETTER OF UNDERSTANDING  
RE: SPECIAL CARE AIDES/RESIDENT ATTENDANTS**

Effective April 1, 1991 the classification of Resident Attendant was deleted. Resident Attendants employed as of April 1, 1991 who were not graduates of the Kelsey Special Care Aide Program or equivalent were red circled at Pay Grade 3, Schedule "C".

These employees shall remain red circled until such time as they become qualified as a Special Care Aide, retire or terminate.

Should a Resident Attendant become qualified as a Special Care Aide they shall be reclassified in accordance with Article 11.06 (Pay On Promotion) of the Collective Agreement.

Should it be necessary to hire a Special Care Aide who is not a graduate of the Kelsey Special Care Aide Program or equivalent, the Employer will give preference to bargaining unit members. Such employees 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, Schedule "C".

LETTER OF UNDERSTANDING  
RE: GRANDFATHERING EMPLOYEES WHO OPTED OUT OF PENSION PLAN'

Upon retirement, an employee who has 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 (1/6th) of the credit after ten (10) years of service, one-third (1/3rd) 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  
RE: CALL-IN SYSTEM

The opportunity for, first part-time, then casual employees to work additional shifts or expand their hours shall increase according to seniority, provided they possess the necessary qualifications and the ability to perform the work. Where part-time or casual employees agree to work such additional shifts that fall outside their regularly assigned schedules, such work shall not be construed as a change of shift and shall not be eligible for overtime compensation unless it causes an employee to work more than the normal full-time hours of work as set out in this Collective Agreement.

The parties therefore agree that the following provisions shall apply to the allocation of such work:

1. Employees shall not be called to perform call-in work from:
  - Absence covered by W.C.B. and/or D.I.P and/or Automobile Accident Insurance Act.
  - Approved L.O.A.
  - Vacation.
2. Employees seeking call-in work shall make advance written application to their Department Director or designate on a form provided and approved by the Employer. The form shall indicate:
  - a) classification(s) desired;
  - b) qualifications and specific training possessed;
  - c) availability for additional work,
  - d) length and type of shift desired; and
  - e) agreement to waive premium for weekend call-in work.

Other Than Full-Time employees shall be eligible, dependant upon employment opportunities and the employee's availability, to have their names placed on a maximum of three (3) call-in systems within classifications, departments or facilities as the case may be. No new employees shall be hired until such time as Other Than Full-Time employees have been afforded the opportunity to orient in and be placed on the call-in lists as provided above. Employees may revise or amend their applications provided they do so in writing.

It is further understood that once an employee accepts an offer of additional work he/she is obligated to report for that work unless subsequently granted paid or unpaid leave pursuant to the Collective Agreement.

3. Employees shall be offered additional work that becomes available on a seniority basis as follows:
  - a) first preference to qualified part-time employees in their home department and classification;
  - b) second preference to qualified casual employees on the call-in system(s) in accordance with paragraph 2 above.

Part-time employees who perform call-in work outside their home department and classification will be considered as casual employees.

4. Each department of each facility shall establish and maintain its own call-in list(s) and shall update same on a quarterly basis. A copy of the most current list(s) shall at all times remain posted or otherwise conspicuously displayed. In case of any dispute regarding call-in, SEIU shall forthwith be provided with a copy of the applicable call-in list from the affected department.
5. Employees co-employed in more than one (1) facility or who hold two (2) part-time jobs within the same facility shall be eligible to apply for additional work but shall be expected to first work their scheduled rotations. It shall be the responsibility of all staff seeking additional work within the meaning of this protocol to inform the Employer of other district work commitments.
6. Additional work that becomes available shall be allocated in accordance with paragraph 3 and as follows:
  - a) Work that becomes available within twenty-four (24) hours notice (i.e. the same day) shall be filled by calling in staff in order of seniority or expanding the hours of work of the senior employee currently working or scheduled to work. If there is no immediate personal response to such call, the shift shall be offered to the next senior employee on the list.

- b) Work that becomes available with more than twenty-four (24) hours notice (i.e. not the same day) shall be filled by calling in the most senior staff on the list. Employees will receive a telephone call and a defined date and time deadline for responding.
- c) Should the senior employee be scheduled or called in for a short shift and a longer shift subsequently becomes available in that department for which the senior employee is qualified and able, the senior employee's shift shall be expanded to the longer shift. Such shift expansion shall be allowed once per employee per twenty-four (24) hour period.
- d) When the Employer knows seven (7) calendar days in advance that replacement of a shift is required the senior employee who may already be scheduled for a short shift shall be eligible to exchange the short shift for the longer shift within their department.

If current local facility or department practices are better than those provided in this protocol, these practices shall continue unless mutually agreed otherwise between the parties.

Unless overtime is paid, employees cannot work in excess of the normal full-time hours for their "home" facility. The Employer cannot advise or request that employees waive the payment of overtime.

- 7. For call-in purposes, a day shall mean a period commencing at 0001 hours and ending at 2400 hours. Employees must have at least eleven and one-half (11.5) hours of rest between shifts. The onus is on the employee to advise the Employer that they will be in an overtime situation if called in for or assigned additional work.
- 8. Employees offered additional shifts in error can have those shifts changed within the posted and confirmed period without the triggering of overtime as a result of a changed schedule provided the Employer makes such change within forty-eight (48) hours of offering the additional shift(s) in error. In the event that an error is discovered more than forty-eight (48) hours after it was made, the Employer shall offer the work to the senior employee while honouring the commitment made to the junior employee. If the error is discovered after the work is performed, the senior employee not called will have the opportunity to grieve the matter.
- 9. The protocol applies to additional work which was not foreseen when the master rotation was created by each department. It in no way supersedes or replaces the scheduling provisions of the Collective Agreement, and the parties hereto agree to apply this protocol in a manner complimentary to other provisions of the Collective Agreement.

10. The parties acknowledge that matters contained herein require their full co-operation and consequently they agree to make every effort to meet and address points of dispute. Matters not resolved may be referred to the grievance procedure at Step Two. Where an employee is consistently unavailable for call-in or accepts call-in without disclosing overtime status the parties shall review with such employee her/his eligibility for further call-in.
11. This protocol shall remain in force unless it is superseded by a more specialized call-in agreement achieved through local negotiations. However, in the absence of such a local agreement, this protocol shall apply. Should either party serve notice to terminate a local agreement on call-in, this protocol shall apply from the expiration of any notice period.
12. This Letter of Understanding shall remain in effect from the date of signing and shall continue from year to year thereafter unless the parties agree to amend or revise it.

LETTER OF UNDERSTANDING  
RE: HOURS OF WORK

The Employer and the Union shall undertake, during the life of this Agreement, a joint review of the hours of work arrangements in Acute and Long-Term Care environments with a view to establishing appropriate hours of work arrangements in both environments. Current practice regarding hours of work will continue during the life of this Agreement unless mutually agreed between the Employer and the Union.

**LETTER OF INTENT**  
**RE: EMPLOYMENT OF FULL-TIME OR PART-TIME EMPLOYEES**

It is the intent of the Employer, that insofar as the efficient operation of the facility is concerned, the Employer will employ as many full-time, then part-time employees as is reasonably possible. The use of casuals shall be kept to a minimum.

**LETTER OF INTENT**  
**RE: EMPLOYEE ASSISTANCE PROGRAM**

The Employer intends to pursue an Employee Assistance Program during the life of this Agreement and will consult with the Union in this pursuit.

**Signed on behalf of:**  
**SASKATCHEWAN ASSOCIATION OF**  
**HEALTH ORGANIZATIONS**

**Signed on behalf of:**  
**SERVICE EMPLOYEES**  
**INTERNATIONAL UNION**



## APPENDIX I

“BETTER THAN PROVISIONS” regarding pay-out of unused sick leave to remain for each Local Agreement.

1. Royal University Hospital, Saskatoon:

Employees engaged prior to April 1, 1974, who are superannuated after five (5) or more years of continuous with the Hospital, shall receive a severance allowance amounting to one-third (1/3) of unexpended sick leave credits, \*for the purpose of this clause, the maximum pay that an employee may receive shall not exceed two (2) months. For those employees engaged prior to January 1, 1986, severance pay provisions for terminating employees shall be cancelled by the one-time pay out in 1976 of the benefit as calculated at December 31, 1975.

Accumulated sick leave credits for these employees shall remain unchanged except for the purpose of calculating the appropriate amount of severance allowance on superannuation.

\*For those employees engaged prior to January 1, 1966, sick leave credits for the purpose of calculating the appropriate severance allowance on superannuation, shall be calculated from January 1, 1976. The formula to be employed shall be as follows:

Sick leave credits earned after January 1, 1976, less sick leave credits utilized after January 1, 1976, equals SICK LEAVE ACCUMULATED FOR SEVERANCE ALLOWANCE CALCULATION.

2. Melfort Union Hospital:

Employees with a minimum of ten (10) years of continuous service shall, upon layoff or upon becoming permanently disabled, be paid a relocation allowance equal to one percent (1%) of their annual salary for each year of service.

## APPENDIX II

Accumulation of Sick Leave (working days) better than Provincial Agreement provisions to remain in each.

### LOCAL AGREEMENT

<b>HOSPITAL WAITING PERIOD</b>	<b>LOCAL NUMBER</b>	<b>DAYS PER MONTH</b>	<b>MAX</b>	<b>ACCUMULATION</b>
Assiniboia Union Hospital	299	1 1/4	150	3 months
Biggar Union Hospital	333	1 1/4	120	2 months
Lanigan Union Hospital	333	1 1/4	140	3 months
Leader Union Hospital	336	1 1/4	130	6 months
Melfort Union Hospital	333	1 1/4	150	3 months
Moose Jaw Union Hospital	299	1 1/2	182	3 months
St. Paul's Hospital, Saskatoon	333	1 1/4	No Max	
Saskatoon City Hospital	333	1 1/4	No Max	3 months
Shaunavon Union Hospital	336	1 1/2	180	
Spalding Union Hospital	333	1 1/4	160	
Swift Current Union Hospital	336	1 1/2	160	3 months
Royal University Hospital, Saskatoon	333	1 1/4	182	3 months
Watson Union Hospital	333	1 1/4	140	3 months

### APPENDIX III

Moose Jaw Union Hospital:

The normal work day for the following classifications shall be 0900 hours to 1200 hours and 1300 hours to 1700 hours or an equivalent work pattern as may be required.

- Admitting Clerk
- Accounting Clerk I
- Accounting Clerk II
- Accounting Clerk III
- Clerk Steno I
- Clerk Steno II
- Payroll Clerk
- Medical Stenographer

**APPENDIX IV**

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

1. Maintenance Mechanics - Stationary Engineers (All Facilities)

a) Stationary Engineers

- i) Facilities which require the following certified Stationary Engineers shall pay no less than the below indicated pay levels:

<b>CLASSIFICATION</b>	<b>PAY GRADES</b>
Fireman	7a
5th Class Engineer	9
4th Class Engineer	12
3rd Class Engineer	14b

- ii) Employees with the following certified Stationary Engineer qualifications which exceed the requirements of the facilities, shall have their own pay rates adjusted to no less than the following:

<b>EMPLOYEE QUALIFICATIONS</b>	<b>QUALIFICATIONS REQUIRED</b>	<b>PAY GRADE</b>
3rd Class Engineer	4th Class Engineer	12
2nd Class Engineer	3rd Class Engineer	15

- iii) Individuals with certification higher than paragraph (i) above and paid higher than paragraph (ii) above, who were originally hired in a Stationary Engineer classification higher than indicated above, as a result of previous statutory regulations, shall be adjusted to the respective pay grade relative to the original level of certification for which they were hired.

New employees hired as Stationary Engineers hereafter shall be classified in the above (paragraph (i)) pay grade levels according to the statutory certificate required by the facility.

b) Journeyman - Maintenance Mechanics

- i) Where a Journeyman Tradesman complement is required by the facility, no less than the following pay grades shall apply:

JOURNEYMAN	PAY GRADES
Painter	14a
Carpenter	14a
Maintenance Carpenter II	14b
Head Painter	14b
Maintenance Mechanic IV	14b
Plumber	16a
Electrician	16a
Maintenance Mechanic V	16b

- ii) Maintenance Mechanic classifications (not classified in Journeyman status as stated in paragraph (i) above) shall remain in their respective pay grade level as determined by Schedule "A".

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED ON BEHALF OF THOSE FACILITIES AND LOCALS WHO AUTHORIZED THE CENTRAL BARGAINING COMMITTEE TO NEGOTIATE ON THEIR BEHALF, SUBJECT TO RATIFICATION OF THE INDIVIDUAL DISTRICT HEALTH BOARD AND LOCAL, THIS DAY OF \_\_\_\_\_ 1997

The parties to this settlement shall recommend this Collective Agreement to their respective principles to be incorporated into the SAHO/SEIU Collective Agreement for the period 1 January 1995 to 31 December 1997.

Signed on behalf of the 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 5th day of December A.D. 1996.

**Signed on behalf of:  
SASKATCHEWAN ASSOCIATION OF  
HEALTH ORGANIZATIONS  
PROVINCIAL BARGAINING  
COMMITTEE**

**Signed on behalf of:  
SERVICE EMPLOYEES  
INTERNATIONAL UNION  
BARGAINING COMMITTEE**

\_\_\_\_\_  
**Deb Cook**

\_\_\_\_\_  
**Harold Hoffman**

\_\_\_\_\_  
**Aaron Fornwald**

\_\_\_\_\_  
**Judy Kadash**

\_\_\_\_\_  
**Tim Hobbins**

\_\_\_\_\_  
**H. L. Lindquist**

\_\_\_\_\_  
**Norma Kilcher**

\_\_\_\_\_  
**Wanda Larose**

\_\_\_\_\_  
**Penny Leverick**

\_\_\_\_\_  
**Syl Serblowski**

\_\_\_\_\_  
**Karen Newman**

\_\_\_\_\_  
**Doreen Stevenson**

\_\_\_\_\_  
**Sheila Pajunen**

\_\_\_\_\_  
**Ron Weiman**

\_\_\_\_\_  
**Nola Rigetti**

\_\_\_\_\_  
**Barbara L. Wotherspoon**

\_\_\_\_\_  
**Glenn Hilton**

\_\_\_\_\_  
**Muriel Hirst**

\_\_\_\_\_  
**Greg S. Trew**



