

COLLECTIVE AGREEMENT

BETWEEN

**SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS**

AND

THE SASKATCHEWAN UNION OF NURSES

FOR THE PERIOD:

APRIL 1, 1996 TO MARCH 31, 1999

THIS AGREEMENT MADE THE 21ST DAY OF APRIL, 1997

BETWEEN THE: SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS
REPRESENTING THE FACILITIES/AGENCIES
BOARDS LISTED BELOW

AND THE: SASKATCHEWAN UNION OF NURSES
REPRESENTING ITS MEMBERS
EMPLOYED AT THE FACILITIES/AGENCIES
LISTED BELOW

REPRESENTING:

ASSINIBOINE VALLEY DISTRICT HEALTH BOARD

Acute:

Canora Hospital
Kamsack Hospital
Preeceville Hospital

Long Term Care:

Gateway Lodge, Canora
Kamsack & District Nursing Home
Preeceville Lions Housing Corp.
Invermay Health Centre
Norquay Health Centre

Home Care:

Home Care Community Services (Canora)
Home Care Community Services (Pelly)

BATTLEFORDS DISTRICT HEALTH BOARD

Acute:

Battlefords Union Hospital
Lady Minto Health Care Centre, Edam

Long Term Care:

River Heights Lodge, North Battleford

Home Care:

Battlefords & District Home Care, North Battleford

Affiliate

Long Term Care:

Villa Pascal, North Battleford

CENTRAL PLAINS DISTRICT HEALTH BOARD

Acute:

Wadena Hospital
Watson Community Health Centre
Spalding Health Centre

Long Term Care:

Cudworth Nursing Home
Pleasant View Care Home, Wadena
Quill Plains Centennial Lodge, Watson

Affiliate

Acute:

St. Michael's Hospital, Cudworth
St. Elizabeth's Hospital, Humboldt

Long Term Care:

St. Mary's Villa, Humboldt
Bethany Pioneer Village, Middle Lake

EAST CENTRAL DISTRICT HEALTH BOARD

Acute:

Foam Lake Health Centre
Theodore Health Centre
Langenburg Health Centre
Yorkton Regional Health Centre

Long Term Care:

Foam Lake Jubilee Home
Anderson Lodge, Yorkton

Home Care:

East Central Home Care, Yorkton

GABRIEL SPRINGS DISTRICT HEALTH BOARD

Acute:

Rosthern Hospital
Wakaw Hospital

Affiliate

Long Term Care:

Lakeview Pioneer Lodge, Wakaw
Goodwill Manor, Duck Lake

GREENHEAD DISTRICT HEALTH DISTRICT

Acute:

Unity Hospital
Wilkie Health Centre
Biggar Hospital

Long Term Care:

Unimac Pioneer Lodge, Unity
Wilkie District Centennial Nursing Home
Diamond Lodge, Biggar

Affiliate

Long Term Care:

Golden Twilight Lodge, Macklin
St. Joseph's Health Centre, Macklin

Home Care:

Biggar & District Home Care

LIVING SKY DISTRICT HEALTH BOARD

Acute:

Watrous Hospital
Wynyard Hospital
Nokomis Health Centre
Lanigan Hospital

Long Term Care:

Last Mountain Pioneer Home, Strasbourg
Central Parkland Lodge, Lanigan
Golden Acres Nursing Home, Wynyard

LLOYDMINSTER DISTRICT HEALTH BOARD

Acute:

Lloydminster Hospital

Lung Term Care:

Jubilee Home, Lloydminster

MIDWEST DISTRICT HEALTH BOARD

Acute:

Davidson Hospital
Dinsmore Health Care Centre
Rosetown & District Health Centre
Beechy Health Centre
Kyle & District Health Centre
Lucky Lake Health Centre
Milden Community Health Centre
Outlook Hospital

Long Term Care:

Davidson Prairie View Lodge, Davidson
Outlook Pioneer Home
Elrose Health Centre

Home Care:

Kyle Home Care

MOOSE JAW THUNDER CREEK HEALTH DISTRICT

Acute:

Moose Jaw Hospital
Craik & District Health Centre
Central Butte Hospital

Long Term Care:

Central Butte & District Regency Manor
Providence Place, Moose Jaw

MOOSE MOUNTAIN HEALTH DISTRICT

Acute:

Arcola Health Centre
Kipling Memorial Health Centre
Redvers Health Centre
Wawota Memorial Health Centre

Long Term Care:

Moose Mountain Lodge, Carlyle
Redvers Centennial Haven
Wawota & Dist. Special Care Home

Home Care:

Moose Mountain Home Care, Carlyle

NORTH CENTRAL HEALTH DISTRICT

Acute:

Melfort Hospital

Long Term Care:

Nirvana Pioneer Villa, Melfort

NORTH-EAST HEALTH DISTRICT

Acute:

Arborfield Health Centre
Smeaton & District Health Centre
Zenon Park Health Centre
Carrot River Hospital
Nipawin Hospital

Long Term Care:

Arborfield Special Care Lodge
Pasquia Special Care Home, Carrot River
Nipawin & District Nursing Home

NORTH VALLEY DISTRICT HEALTH BOARD

Acute:

Ituna & District Health Centre

Long Term Care:

Centennial Special Care Home, Esterhazy
Ituna & District Pioneer Lodge

Affiliate

Acute:

St. Anthony's Hospital, Esterhazy
St. Peter's Hospital, Melville

Long Term Care:

St. Paul Lutheran Home, Melville

NORTHERN HEALTH SERVICES

St. Joseph's Hospital, Ile A La Crosse

St. Martin's Hospital, La Loche

La Ronge Health Centre

Uranium City Municipal Hospital

NORTHWEST DISTRICT HEALTH BOARD

Acute:

L. Gervais Memorial Health Centre, Goodsoil

Loon Lake Hospital & Special Care Home

Meadow Lake Union Hospital

PARKLAND DISTRICT HEALTH BOARD

Acute:

Big River Hospital

Hafford Hospital & Special Care Centre

Evergreen Health Centre, Leoville

Rabbit Lake Integrated Facility

Spiritwood Hospital

Shellbrook Hospital

Long Term Care:

Lake-Wood Lodge, Big River

Idylwild Lodge, Spiritwood

Parkland Terrace, Shellbrook

Wheatland Lodge, Leask

Home Care:

Parkland District Health Board - Home Care

PASQUIA DISTRICT HEALTH BOARD

Acute:

Hudson Bay Hospital

Kelvington Hospital

Porcupine Carragana Hospital

Rose Valley Health Centre

Tisdale Hospital

Long Term Care:

Hudson Bay Pioneer Lodge

Kelvindell Lodge Company, Kelvington

Red Deer Nursing Home, Porcupine Plain

Sasko Park Lodge, Tisdale

Newmarket Manor, Tisdale

Home Care:

Pasquia Home Care, Tisdale

PIPESTONE DISTRICT HEALTH BOARD

Acute:

Grenfell Health Centre
Montmartre Health Centre
Whitewood Health Centre
Wolseley Memorial Union Hospital
Broadview Hospital
Indian Head Hospital
Moosomin Hospital

Long Term Care:

Grenfell and District Pioneer Home
Broadview & Dist. Centennial Lodge
Golden Prairie Home, Indian Head
Eastern Saskatchewan Pioneer Lodge, Moosomin
Whitewood & District Nursing Home

PRAIRIE WEST DISTRICT HEALTH BOARD

Acute:

Eatonia Health Centre
Eston Health Centre
Dodsland Health Centre
Kerrobert Hospital
Kindersley Hospital

Affiliate

Long Term Care:

Jubilee Lodge, Eston
Buena Vista Lodge, Kerrobert
Pioneers Haven Co. Inc., Kerrobert
Heritage Manor, Kindersley

Home Care:

West Central District Home Care, Luseland
Wild Goose District Home Care, Kindersley

PRINCE ALBERT DISTRICT HEALTH BOARD

Acute:

Birch Hills Memorial Health Centre
Kinistino Hospital
Victoria Hospital, Prince Albert

Long Term Care:

Jubilee Lodge, Kinistino
Herb Bassett Home, Prince Albert

Affiliate

Acute:

Holy Family Hospital, Prince Albert

Long Term Care:

Mont St. Joseph Home Inc., Prince Albert

REGINA DISTRICT HEALTH BOARD

Acute:

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

Home Care:

Wascana Home Care District, Regina

Affiliate

Long Term Care:

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

ROLLING HILLS DISTRICT HEALTH BOARD

Acute:

Herbert-Morse Hospital
Prairie Health Centre, Cabri
Gull Lake Health Centre
Prairie View Health Centre, Mankota
Ponteix Health Centre
Vanguard Health Centre

Affiliate

Long Term Care:

Gull Lake & District Special Care Home

SASKATOON HEALTH DISTRICT

Acute:

Borden Community Health Centre, Saskatoon
Delisle Community Health Centre
Saskatoon City Hospital
Royal University Hospital, Saskatoon

Long Term Care:

Parkridge Centre, Saskatoon

Home Care:

Community Care Services, Saskatoon

Affiliate

Acute:

St. Paul's Hospital, Saskatoon

Long Term Care:

Jubilee Residence, Porteous, Saskatoon
Jubilee Residence, Stensrud, Saskatoon
Lutheran Sunset Home, Saskatoon
Oliver Lodge, Saskatoon
Saskatoon Convalescent Home

Sherbrooke Community Centre, Saskatoon
St. Ann's Senior Citizens Village, Saskatoon

SOUTH CENTRAL DISTRICT HEALTH BOARD

Acute:

Pangman Health Centre
Weyburn General Hospital
Coronach & District Health Centre
Bengough Health Centre

Home Care:

SCHD Community Care Division, Weyburn

Affiliate

Acute:

Radville Marian Health Centre

SOUTH COUNTRY HEALTH DISTRICT

Acute:

Kincaid Wellness Centre
Lafleche Health Centre, Lafleche
Grasslands Health Centre, Rockglen
Assiniboia Hospital

Long Term Care

Pioneer Lodge/Ross Payant, Assiniboia

Home Care:

South Country Home Care, Assiniboia

Affiliate

Acute:

St. Joseph's Hospital/Foyer d'Youville Home, Gravelbourg

SOUTHEAST DISTRICT HEALTH BOARD

Acute:

Gainsborough & Area Health Centre
Lampman Community Health Centre
Galloway Health Centre, Oxbow
Fillmore Health Centre
Mainprize Manor & Health Centre, Midale

Long Term Care:

Estevan Regional Nursing Home

Home Care:

Southeast Health District Community Care

Affiliate

Acute:

St. Joseph's Hospital of Estevan

Long Term Care:

New Hope Pioneer Lodge Inc., Stoughton
Borderline Housing, Camduff

SOUTHWEST DISTRICT HEALTH BOARD

Acute:

Eastend Wolf Willow Health Centre
Maple Creek Hospital
Border Health Centre, Climax
Leader Hospital
Shaunavon Hospital

Long Term Care:

Western Senior Citizens Home, Leader
Cypress Lodge, Maple Creek
Shaunavon Special Care Home

SWIFT CURRENT HEALTH DISTRICT

Acute:

Swift Current Regional Hospital

Long Term Care:

Prairie Pioneers Lodge, Swift Current

TOUCHWOOD QU'APPELLE DISTRICT HEALTH BOARD

Acute:

Balcarres Union Hospital
St. Joseph's Union Hospital, Lestock

Long Term Care:

Parkland Lodge, Balcarres
Silver Heights Special Care Home, Raymore

Home Care:

Touchwood Qu'Appelle Home Care, Fort Qu'Appelle

TWIN RIVERS HEALTH DISTRICT

Acute:

Cut Knife Health Complex
Maidstone Hospital
Manitou Health Centre, Neilburg
St. Walburg Health Centre
Riverside Memorial Hospital, Turtleford

Long Term Care:

Pine Island Lodge Ltd., Maidstone
Lakeland Lodge Inc., St. Walburg
Turtle River Nursing Home, Turtleford

Home Care:

Twin Rivers Home Care

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ARTICLE 1 - PREAMBLE

1.01 Preamble

Whereas it is the desire of the Employer and Union, parties to this Agreement, to:

- a) Maintain and improve harmonious relations between the Employer and its Employee(s) who are members of the Union;
- b) Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and salary;
- c) Exercise their rights and functions, reasonably, fairly and in a manner consistent with the Collective Agreement as a whole;
- d) Encourage safety and efficiency of operations;
- e) Promote the morale, well being and security of all Employee(s) in the bargaining unit of the Union;
- f) Provide for collaboration between the parties in order to secure the best possible nursing care, clinical services and health protection for the clients and general public;

THE PARTIES TO THIS AGREEMENT, DO HEREBY ENTER INTO, ESTABLISH AND AGREE TO THE FOLLOWING TERMS:

ARTICLE 2 - SCOPE

- 2.01 Unless excluded from the bargaining unit by mutual agreement or by way of order from the Saskatchewan Labour Relations Board, the terms of this agreement shall apply to all Registered Nurses, Graduate Nurses, Registered Psychiatric Nurses and Graduate Psychiatric Nurses employed by the Employer(s) and any other classification specified in the respective Certification Order as issued by the Saskatchewan Labour Relations Board.
- 2.02 Whenever used herein, the feminine gender shall mean and include the masculine and similarly the singular shall include the plural and vice versa as applicable.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 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 lay-off because of lack of work;
- d) Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of Employee(s), such rules and regulations shall primarily be designated to safeguard the interest of the clients and the efficiency in Employer operations;
- e) Promote, demote, discipline, suspend and discharge any Employee provided, however, that any such action may be subject to the grievance procedure provided herein.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any Employee(s) in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race or religious affiliation, political affiliation, sex, sexual orientation, marital status or disability subject to bona fide occupational requirements, nor by reason of membership or activity in the Union.

ARTICLE 5 - UNION RECOGNITION AND SECURITY

- 5.01 The Employer recognizes the Union as the sole bargaining representative for all Employee(s) within the scope of this Agreement.
- 5.02 The Employer agrees to negotiate with the Union and its designated representatives and agrees the Union may have the assistance of outside advisors in negotiation or discussion with the Employer.
- 5.03 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 covered by this agreement who is not required to maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by members of the Union.
- 5.04 The Employer agrees to deduct uniform membership dues, fees and assessments from the earnings due members of the Union. Deductions shall be made no later than the last pay each month and shall be remitted to the Provincial SUN office within fifteen (15) calendar days following the date deductions were made. The Employer shall, when remitting such dues, provide in a single report the members' names, status, classification, salary step, and regular earnings.

A list of newly hired and terminated Employees shall also accompany the remittance. In addition to the information required above the support list accompanying the remittance of Union dues shall show a residence address for all newly hired Employee(s).

On a quarterly basis, the Employer shall also provide the names and addresses of all employees within the scope of the bargaining unit.

- 5.05 The Union agrees to provide the Employer with four (4) calendar weeks notice of:
- a) Any changes in the amount of monthly dues or fees;
 - b) Any assessment levied on the membership.
- 5.06 The Employer agrees to advise all newly hired Employee(s) of the existence of the Union and shall provide a copy of this Agreement to the Employee at the time of hiring.
- 5.07 The Employer agrees to advise each Employee of those employment practices and procedures, and changes thereto, which may not be set forth in this Agreement. Policies, rules and regulations made by the Employer affecting Employee(s) within the scope of this Agreement must be consistent with the terms of this Agreement. A copy of each Human Resource policy affecting SUN members shall be sent to the Local President.
- 5.08 No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.
- 5.09 The Employer agrees to show on the income tax (T-4) slip of each member of the Union, the total amount of Union dues deducted from earnings and remitted to the Union on behalf of the member.
- 5.10 The Employer agrees to facilitate the receipt of mail at a designated location in the Facility/Agency for pick-up by officers of the Local of the Union.
- 5.11 (a) Suitable notice boards for the use of the Union shall be provided by the Employer and located in sufficient and appropriate places easily accessible and conspicuous to the Employees concerned; however, the Employer reserves the right to request and have removed posted material if considered damaging to the Employer.
- (b) The Employer shall provide space on the premises of each facility/agency which may be utilized by the Local of the Union for the storage of files and materials.

- 5.12 The Employer agrees to apply for a rebate of Employment Insurance premiums under the "Employment Insurance Rebate Program". The employees' share of the rebate shall be administered by the Local of the Union for the benefit of its members consistent with the terms of the Employment Insurance Act S.C. 1996, c. 23 (or as the Act may be amended from time to time). Remittance of the employees' share of the Employment Insurance rebate shall be turned over to the Local of the Union on a monthly basis or as otherwise mutually agreed.
- 5.13 The Employer agrees to have newly hired Employee(s) sign a Union dues "Authorization for Check-Off" form and will provide them with a Union membership form at the time of hiring. Such forms shall be provided to the Employer by the Union.
- 5.14 During a newly hired Employee's introduction and orientation period, a representative of the Union shall be given time up to a maximum of thirty(30) minutes from her regular shift of duty without loss of pay or benefits to introduce the Union to the Employee.

The representative of the Union shall be notified and be given time to meet with the Employee(s) during the Facility/Agency orientation.

ARTICLE 6 - HOURS OF WORK

- 6.01 (1) Normal hours of work shall be eighty (80) hours in a biweekly period or seventy-two (72) hours in the biweekly period in which an additional day off is scheduled in accordance with Article 6.01 (2)

OR

sixty-four (64) hours in the biweekly period in which two (2) additional days off are scheduled in accordance with Article 6.01 (2)

- (2) Employee(s) shall work a total of eight (8) consecutive hours per shift (excluding a specified meal break). Two (2) additional days off shall be scheduled within the identified six (6) week averaging period of two hundred and twenty four (224) paid hours. Whenever possible the additional days off referred to in 6.01 (1) shall be scheduled in conjunction with the Employee's regular days off or scheduled Statutory Holiday off.
- (3) The Employer shall not implement regularly scheduled shifts of less than four (4) hours except in Home Care where the regularly scheduled shifts shall not be less than two (2) hours in accordance with Article 33.07.
- (4) Paid hours mean all hours excluding unpaid union leave (except in the case of salary continuance), time in excess of one (1) year while on Workers' Compensation, unpaid Leave of Absence (L.O.A.) and overtime.

- (5) For the purpose of this Agreement, a day shall be any twenty-four (24) hour period counted from the time the Employee commences her scheduled shift. A weekend shall mean 55 consecutive hours between 0700 hours Friday and 0700 hours Monday, and in every case, the Employee shall not be required to commence her next scheduled shift before 2230 hours Sunday.

Applicable to Home Care:

A weekend shall be defined as the consecutive hours between 0001 hours Saturday to 0800 hours Monday.

- 6.02 The bi-weekly periods referred to in 6.01 (1) shall be reconfirmed and posted during the first thirty (30) days of each calendar year. In extenuating circumstances, the bi-weekly period may be adjusted but shall be posted thirty (30) days prior to the implementation date.
- 6.03 Employees working a shift of at least five and one-half (5½) hours shall be provided a one-half (1/2) hour unpaid meal period. In the event the Employee is recalled or required to work during her meal period such time will be re-scheduled later in the shift, or paid at the applicable overtime rate if such time cannot be rescheduled.

Applicable to Home Care:

Employees shall be provided with an unpaid meal break of at least one-half (1/2) hour during a work day. Where presently established Employees shall retain the option of up to a one (1) hour unpaid meal break with the option of reducing the unpaid meal break to one-half (1/2) hour at the request of the Employee and with the approval of the Employer.

- 6.04 (a) Employees working a shift of at least four (4) hours shall be provided one (1) fifteen (15) minute rest period approximately midway through the shift.
- (b) Employees working a shift of at least six (6) hours shall be provided two (2) fifteen (15) minute rest periods approximately midway through each half (1/2) of the shift.
- 6.05 Employees required to work overtime shall be entitled to a one-half (1/2) hour meal period in accordance with Article 6.03 and a rest period(s) in accordance with Article 6.04
- 6.06 (1) Each Employer shall develop and maintain a master work schedule for regularly scheduled employees. The master work schedule is subject to change with a minimum notice of fourteen (14) calendar days in advance of the actual week being worked to the affected Employee(s).
- (2) Provisional work schedules shall be posted at least forty-two (42) calendar days in advance of the actual work week being worked.

- (3) Notwithstanding 6.06 (2) above, work schedules shall be confirmed and posted fourteen (14) calendar days in advance of the actual week being worked. Deviation from the confirmed and posted schedule shall only be by mutual agreement of the Employee(s) affected. If there is mutual agreement the changes shall not be subject to premium rates.
- (4) When Employee(s) are required to change their shift from the confirmed and posted schedule as a result of an Employer directive, the Employees shall be paid a premium 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 five (5) shifts so changed.

Applicable to Home Care-OTFT Employees:

Any resulting changes to the assignment schedule, due to the death, transfer, discharge of a client or assessment of a client as no longer needing nursing services shall not be subject to premium rates.

- (5) Scheduling of hours within the posted schedule for OTFT-JS shall be by mutual agreement between the Employer and the Employee(s) affected.

6.07 It is agreed that OTFT-CAS Employee(s) can be scheduled in advance as per Article 33.04 Definition of Casual.

- (a) Failure to schedule all such work in advance in accordance with Article 6.06 (2) and (3) shall not result in payment of premium pay.
- (b) Nevertheless, if the Employer schedules an OTFT-CAS Employee in advance, in accordance with Article 33.04 (2),(3) and (4) and such work is within the posted and confirmed period, cancellation of the scheduled shift(s) shall result in payment of premium pay in accordance with Article 6.06.
- (c) Notwithstanding Article 6.07 (b) above, the OTFT-CAS who is scheduled in advance in accordance with Article 33.04 (1) or 33.04 (5) shall receive forty-eight (48) hours notice of cancellation of her scheduled shift(s). If such notice is not provided, the Employee shall be paid her regular earnings for any shift(s) cancelled within the forty-eight (48) hour period.

- 6.08
- (a) A period of at least fifteen and one-half (15%) hours off duty shall be scheduled between shifts.
 - (b) A period of at least twenty-three and one-half (23%) hours off duty shall be scheduled between shift changes, except by mutual agreement with the Employee affected and the Employer.

- 6.09 (i) The Employer, in scheduling shifts, shall consider and accommodate, where possible, employee's requests.
- (ii) Employee(s) scheduled for shift rotation shall have shifts rotated as equally as possible relative to their Employee co-worker(s) on the ward or unit. At the request of the Employee(s) on a ward or unit and where the preference of the Employee(s) is such, the objective shall be for Employee(s) to rotate only between two (2) shifts.
- (iii) A request by an Employee to work permanent evening or night shifts shall not be unreasonably withheld. Any such arrangements require the agreement of the Employer, the Employee(s) and the Local. In the event the Employee or the Employer wishes to terminate the agreement, they shall give sixty (60) days notice in writing to the other party.
- 6.10 Insofar as the regular operation of the Employer will permit, Employees shall not be required to work more than six (6) consecutive shifts of work between days off. Criteria for determining where operational requirements permit shall be based on two hundred and twenty four (224) hours per an identified six (6) week period. If the results will allow the implementation of either or both Article 6.10 and Article 6.14 without changing the make up for personnel compliment, then this provision shall be put into effect. However, Employees shall not be required to work more than seven (7) consecutive shifts of work between days off and it shall be the intent to assign less than the maximum.
- 6.11 Employee(s) shall receive no less than two (2) consecutive days off unless single days off are arranged by mutual agreement between the Employer and the Employee.
- 6.12 An Employee shall not be scheduled to work more than two (2) different shifts between days off.
- 6.13 Employee(s) who are scheduled to be off duty on a weekend immediately prior to a Monday Statutory Holiday or immediately following a Friday Statutory Holiday, will not be scheduled to work on a Statutory Holiday. Conversely, Employee(s) who are scheduled to be on duty on a weekend immediately prior to a Monday Statutory Holiday, or immediately following a Friday Statutory Holiday will, whenever possible, be scheduled to work on the Statutory Holiday.

Deviation from the above rule shall only be at the request of the Employee and the approval of the Employer.

A weekend shall be defined as in Article 6.01(5).

- 6.14 Insofar as the regular operation of the Employer will permit, Employees shall receive a minimum of three (3) weekends off in an identified six (6) week period. Criteria for determining where operational requirements permit shall be based on two

hundred and twenty four (224) hours per an identified six (6) week period. And in any case an Employee shall not work more than two (2) consecutive weekends. If the results will allow the implementation of either/or both Article 6.10 and 6.14 without changing the make up for personnel compliment, then this provision shall be put into effect. However, Employees shall receive a minimum of two (2) weekends off in an identified five (5) week period. In any case an Employee shall not work more than two (2) consecutive weekends in a row.

Applicable to Home Care Employees:

Full-time Employees shall receive as great a number of weekends off as reasonably possible with a minimum of two (2) weekends off in any three (3) week period. Deviation from the above shall be at the request of the Employee with the agreement of the Employer.

- 6.15 An Employee on OTFT-CAS shall not be required to work more than two (2) consecutive weekends unless the Employee requests otherwise in writing. The definition of a weekend shall be as set out in Article 6.01 (5). It is understood that the Employee has the responsibility of bringing to the attention of the Employer that she has worked the two (2) previous consecutive weekends and that her being required to report for duty would violate the intent of this provision. Failure to do so would result in waiver of any claim to a violation of Article 6.14.

Applicable to Home Care:

An Employee on OTFT status shall not be required to work more than one (1) weekend in two (2) unless there is mutual agreement. Rural Employees may be required to work a maximum of two (2) weekends in any four (4) weekends, only when a relief Employee is not available to work; otherwise, rural Employees shall have one (1) weekend off in two (2) weekends.

If the relief Employee is not made available and the Employee has to work more than two ~~weekends in four~~, then the Employee shall receive double times (2x) her regular rate of pay for all hours so worked.

A weekend shall be defined as the consecutive hours between 0001 hours Saturday to 0800 hours Monday. It is understood that the Employee has the responsibility of bringing to the attention of the Employer that she has worked the previous weekend(s) and that her being required to report for duty would violate the intent of this provision. Failure to do so would result in waiver of any claim to a violation of this Article.

- 6.16 Approved deviation from the confirmed and posted schedule which results from an Employee initiating a change of shifts with other Employee(s) shall not be subject to premium rates unless premium rates would have been irrespective of the change.

6.17 Except as provided for elsewhere in the Agreement, or in cases of discipline, an Employee who is sent home from scheduled regular duty prior to the completion of such duty shall be paid for the full shift as scheduled.

6.18 If an Employee is required by the Employer to attend or participate in 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 or staff meetings which are not required by the Employer.

6.19 Employees shall not be required to work in excess of four (4) hours of overtime against their wishes when other qualified Employees within their classification and normal work area are willing to work the required overtime.

Except in emergency staffing situations, Employees shall not be required to work over four (4) hours overtime per day beyond their regular scheduled shift.

Such overtime shall be consistent with the Employee's normal responsibilities in her work area.

6.20 All time worked in excess of the normal or bi-weekly hours shall be paid at the overtime rates of one and one-half (1-1/2) times the Employee's regular rate of pay for the first three (3) hours and double (2x) times the Employee's regular rate of pay thereafter. While overtime is continuous with the Employee's regular shift and the Employee elects to leave the Facility/Agency for a meal break not to exceed two (2) hours, premium pay shall be paid at the applicable rate for all hours worked.

6.21 An Employee required to report back to work after leaving the premises of the Employer following completion of a shift, but before commencement of her next shift, shall be guaranteed a minimum of two (2) hours pay at the appropriate overtime rates.

6.22 An Employee who works overtime between the hours of 2400 (midnight) and 0700 hours and where such overtime is continuous with her regular shift, shall be paid at the rate of double (2x) her regular rate of pay for all hours so worked.

6.23 By mutual agreement between the Employer and the Employee, the Employee may take time off, calculated at the appropriate overtime rates, in lieu of the overtime pay. If such is not possible, overtime shall be paid out at the applicable rate.

6.24 Employee(s) required to work their off shall receive double (2x) their regular rate of pay for such time so worked and upon request of the Employee and whenever possible, a day(s) off may be granted for such time worked. Such requests must be made within a one (1) week period of the actual time worked.

- 6.2 Employee(s) required to work their scheduled Statutory Holiday off shall receive double (2x) their regular rate of pay for such time so worked and the day off shall be rescheduled with pay in lieu of the lost scheduled Statutory Holiday off.
- 6.26 In the event an Employee is called in and works at premium rates of pay four (4) or more hours of the eight (8) hours immediately preceding her next assigned shift of regular duty, she shall have the right, except in emergent situations, to designate that assigned shift or part thereof as an unpaid rest period with no loss of seniority.
- 6.27 The provisions with respect to the Extended Work Day are set out in Article 6.28.

At the request of the Local, the Employer agrees to discuss a shift schedule providing for a variety of "Extended Work Day" options on a pilot project basis.

The shift schedule for the extended work day option(s) shall be determined by mutual agreement between the Employer and the Employees and the Local and a Letter setting out the applicable provisions shall be concluded. The pilot project shall not be for less than six (6) months. (See SAHO-SUN Pro Forma Letter Re: Shift Option(s))

- 6.28 There shall be five (5) optional scheduling systems as set out in this Article which shall be applied upon mutual agreement, in writing, between the Union and the Employer.

Extended Shift Options may only be implemented at the request of the Employees on a unit and with the approval of the Employer.

Extended Twelve (12) or Ten (10) Hour Shift Schedules

These options shall only be implemented at the request of the Employees on a unit and with the approval of the Employer. At the time of instituting the twelve (12) or ten (10) hour shift, any Employee(s) may select to continue working eight (8) hour shifts and shall be scheduled accordingly. Should the Employer determine a need for additional eight (8) hour shift positions, and in the event that agreement amongst the Employees cannot be reached, the Employee(s) with the least bargaining unit seniority may be required to fill these positions.

The twelve (12) or ten (10) hour work schedule shall be for a trial period of six (6) months. There must be mutual agreement between the Employer and the Union to continue the twelve (12) or ten (10) hour shift schedule. The twelve (12) or ten (10) hour shift schedule may be terminated by either party with ninety (90) days notice. An orderly return to an eight (8) hour shift schedule shall be agreed upon in the event of the termination of an extended shift schedule.

Option I - Eight (8) Hour Shift Schedule

Regular hours of work for Employees, exclusive of meal periods, shall be eight (8) consecutive hours per day. Employees shall be scheduled in accordance with shift scheduling provisions contained in Article 6.

Option II - Twelve (12) Hour Shift Schedule

Regular hours of work for Employees shall be eleven point seven eight (11.78) (referred to as twelve (12) hours hereafter) consecutive hours per day. Full time Employees shall be scheduled for twelve (12), twelve (12) hour shifts and one (1) eight (8) hour shift in a twenty-eight (28) day period. It is agreed that eleven point seven eight (11.78) hours is equivalent to eleven hours (11) and forty-seven (47) minutes. Option II shall include:

- (i) At least two (2) consecutive days off;
- (ii) Every second weekend off, or by mutual agreement between the Employer and the Employee, two (2) weekends off in four (4) and in any case, not more than two (2) consecutive weekends worked in a row. At the request of the employees on a unit, a weekend shall be defined as the consecutive hours between 0001 hours Saturday and 0700 hours Monday. Otherwise an Employee's schedule may require her to work an extended shift commencing on a Friday and extending into Saturday, in which case the Employee's weekend shall be defined as 0800 hours Saturday to 1900 hours Monday;
- (iii) Not more than four (4) consecutive scheduled days of work; whenever possible Employees' preference to work a maximum of three (3) shifts in a row shall be accommodated on the shift schedule;
- (iv) Two (2) rest periods and one (1) meal break totalling no less than sixty (60) minutes shall be scheduled, inclusive of the twelve (12) hour scheduled shift;
- (v) One (1) additional meal break of one half (1/2) hour shall be scheduled, exclusive of the twelve (12) hour scheduled shift;
- (vi) Overtime shall be paid for all time worked in excess of eleven point seven eight (11.78) hours or eight (8) hours respectively as per Article 6.20 and/or for all hours worked in excess of one hundred and forty-nine point thirty six (149.36) in an identified twenty-eight (28) day period;

Option III - Extended Shift - Combination of Eight (8) and Twelve (12) Hour Shifts

Employees working a combination of eight (8) and twelve (12) hour shifts shall do so in accordance with the provisions identified in Option I and Option II except that:

- (i) Full time Employees shall be scheduled for fifteen (15) shifts of eleven point seven eight (11.78) hours and six (6) shifts of eight (8) hours in an identified forty-two (42) day period;
- (ii) An Employee shall not work more than four (4) consecutive extended work days or two (2) extended work days and two (2) eight (8) hour shifts consecutively or six (6) eight (8) hour shifts consecutively. An Employee shall not work more than forty-eight (48) hours between days off;
- (iii) Every second weekend off, or two (2) weekends off in four (4) and in any case, not more than two (2) consecutive weekends worked in a row. At the request of the employees on a unit, a weekend shall be defined as the consecutive hours between 0001 hours Saturday and 0700 hours Monday. Otherwise an Employee's schedule may require her to work an extended shift commencing on a Friday and extending into Saturday, in which case the Employee's weekend shall be defined as 0800 hours Saturday to 1900 hours Monday
- (iv) Overtime shall be paid for all time worked in excess of eleven point seven eight (11.78) hours or eight (8) hours respectively as per Article 6.20 and/or for all hours worked in excess of two hundred and twenty-four point seven (224.7) hours in a forty-two (42) day period.
- (v) On one (1) occasion per calendar year one (1) shift of eleven point seven eight (11.78) hours shall be designated and scheduled as an eight (8) hour shift.

Option IV - Rotating Between Blocks of Eight (8) and Blocks of Twelve (12) Hour Shifts

- (i) Identified blocks of eight (8) or twelve (12) hour shifts shall be for a minimum of twelve (12) weeks.
- (ii) All terms and conditions of Article 6 shall apply while on eight (8) hour shifts.
- (iii) Provisions of Option II shall apply while working the twelve (12) hour shifts.

Option V - Extended Shift - Ten (10) Hour

Option V shall not be implemented on any ward, unit or in any Agency that requires twenty-four (24) hour nursing coverage.

- (i) Each twenty eight (28) day period shall not exceed one hundred and forty-nine point four (149.4) hours of work. It is understood that wherever ten point one (10.1) hours is indicated, its equivalent 10 hours and 6 minutes may be used. The twenty-eight (28) day period shall consist of fourteen (14) extended shifts and one (1) eight (8) hour shift.

- (ii) Overtime shall be paid for all time worked in excess of ten point one (10.1) hours or eight (8) hours respectively, or in excess of one hundred and forty nine point four (149.4) hours in an identified four (4) week period, as per Article 6.20.
- (iii)
 - (a) Each extended shift ten point one (10.1) hours shall be inclusive of two (2) rest breaks, totalling no less than forty-five (45) minutes.
 - (b) Each shift of ten point one (10.1) hours shall be exclusive of one (1) thirty (30) minute meal break.
- (iv) An Employee shall receive no less than two (2) consecutive days off and two (2) out of four (4) weekends off and in any case not work more than two (2) consecutive weekends.
- (v) A weekend shall be defined as the consecutive hours between 0001 hours Saturday to 0700 hours Monday.
- (vi) An Employee shall not work more than four (4) consecutive extended shifts between days off.

ARTICLE 7 - IN-CHARGE PAY

7.01 Charge Pay shall be paid for the co-ordination of unit activities on a ward, unit or Facility.

Where a nursing supervisor is not on duty on the ward, unit or in the Facility, or she is not available to co-ordinate the unit activities or an assignment is made, a Registered Nurse or Registered Psychiatric Nurse shall be designated "In Charge" of the ward, unit or Facility and paid a premium of ninety-one cents (91¢) per hour.

Article 7.01 shall not apply to Long-Term Care until October 1, 1997.

7.02 The premiums referred to in 7.01 above shall be in addition to any other premium pay so stipulated in other Articles of this Agreement.

7.03 If additional staff are necessary and no management personnel are available, the Registered Nurse or Registered Psychiatric Nurse on duty, shall have the authority to call such additional staff subject to criteria established by the Employer in consultation with the employees in the work unit.

ARTICLE 8 - RELIEF ASSIGNMENT

8.01 (a) Where the first line Out-of-Scope supervisor or Head Nurse normally would be on duty or is absent for reasons such as annual vacation, banked day off, sick leave, leaves of absence, a General Duty Nurse shall be designated as Relief Assignment. The rate for relief assignment shall be ninety-one cents (91¢) per hour.

(b) In addition, where a Relief Assignment in a higher classification of one (1) shift or longer is required, an Employee shall be assigned and so notified in writing by the Department Head with a copy thereof to the Human Resources Department or alternate and the Secretary of the Union and shall be compensated in accordance with Article 8.01 (a).

8.02 A relief assignment of less than one (1) day shall not be used to circumvent the above stated provisions.

8.03 Temporary assignment to relieve in an out-of-scope position shall not remove an employee from the scope of the bargaining unit or from the terms of the Agreement for a period totalling twelve (12) months during the term of this Agreement. At anytime during temporary relief assignment, an employee may elect to return to her former position.

ARTICLE 9 - ESCORT DUTY

9.01 Where the Employer requests, either on its own behalf or acting as an agent for the ambulance or any other form of transportation, that an employee escort a patient being transported through any means (i.e. medivacs), and the employee agrees to do escort duty, subject to 9.01 (iv) such employee shall be considered an employee of the Employer and;

(i) Shall not lose regular earnings or days off for the time spent resulting from escort. Escort duty shall be counted as the time elapsed from leaving the facility/agency to return to the facility/agency.

(ii) An employee required to attend the patient and/or while waiting to return and/or while in return travel shall be paid overtime in accordance with Article 6 for the period exceeding normal hours of work within twenty-four (24) hours from the time she commenced her initial scheduled shift. An OTFT employee on escort duty beyond the twenty-four (24) hour period, who is not scheduled, shall be paid up to a maximum of eight (8) hours at her regular rate of pay as if she had been scheduled, for each subsequent twenty-four (24) hour period.

(iii) An Employee on escort duty shall be allowed reasonable expenses for meals and lodging as required on such an assignment. The Employer shall on submission of an expense claim reimburse the Employee the cost of such meals and lodging.

(iv) An Employee shall not be required to perform escort duty against her wishes when other Employees are willing to perform this duty.

9.02 Except in an emergency situation, an Employee on escort duty for the Employer shall not be required to attend to more than one patient who requires "one-to-one" care.

- 3.03 Where an Employee is required to escort a client under Article 9.01 she shall not be required to commence a scheduled shift assignment within twelve (12) hours of her return from escort duty. If such is not satisfactory the Employee shall have the right to designate the scheduled shift or part thereof as an unpaid rest period.
- 9.04 If an ambulance company or any other party requests the Employer to provide names, addresses or telephone numbers of Employee(s) on staff for escort duty, the Employer shall not do so without written authorization from the Employee.
- 9.05 Any Employee who consents to or is required to perform escort duty will be provided with orientation to the ambulance and appropriate training to meet the needs of the client being transported.

ARTICLE 10 - STANDBY

- 10.01 "Standby" duty shall mean any period of not less than eight (8) hours during which time an Employee is not on regular duty but must be available to respond immediately to any request to return to duty.
- 10.02 An employee shall not be on standby without her agreement on her days off nor the eight (8) hours immediately preceding her scheduled days off unless mutually agreeable in writing between the Local, the employee(s) affected and the Employer. Such an agreement shall be renewed on an annual basis. The Local or the Employer may terminate such an agreement with ninety (90) days notice.
- 10.03 Employee(s) assigned to "standby" shall receive a "standby" premium as follows:
- (a) Employee(s) assigned to be on standby shall be paid seventy-three cents (73¢) per hour for each hour on standby on a regular working day with a minimum payment of eight (8) hours. Effective October 01, 1997 the rate shall be two dollars and nineteen cents (\$2.19).
 - (b) Employee(s) assigned to be on standby on Statutory Holidays and days off shall be paid one dollar and three cents (\$1.03) per hour for each hour on standby with a minimum payment of eight (8) hours. Effective October 01, 1997 the rate shall be four dollars and twelve cents (\$4.12).
- 10.04 In respect to each occasion on which an Employee is brought back to duty during a "standby" duty period, the Employee shall be deemed to be working overtime for the time so worked with guaranteed minimum payment of two (2) hours at overtime rates on each occasion of call-back.
- 10.05 "Standby" Employee(s) who work between the hours of 2400 (midnight) and 0700 hours or on Statutory Holidays or on their scheduled days off shall be paid at the rate of double (2x) the regular rate of pay for all hours so worked with a minimum of two (2) hours at the rate of double (2x) the regular rate.

Should a call-back 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 applicable overtime rates.

10.06 When requested, the Employer shall provide pagers or cellular telephones for Employees while on standby.

10.07 Normally an employee shall not be scheduled a combination of scheduled shifts and standby duty in excess of fourteen (14) consecutive days.

ARTICLE 11- TRANSPORTATION EXPENSE

11.01 a) All Employees who consent to use their vehicle for the conduct of the Employer's business on an occasional basis shall be reimbursed upon substantiation at a rate of twenty-seven (27) cents per kilometre with a minimum of three dollars (\$3.00) per round trip.

b) An Employee who is called back to the Facility/Agency for duty shall be reimbursed for all reasonable, necessary and substantiated transportation expense. If the Employee travels for such purposes by private automobile, reimbursement shall be at the rate of twenty-seven (27) cents per kilometre from the Employee's resident to the Facility and return with a minimum of three dollars (\$3.00) per round trip.

c) All Employees who are required to use their vehicle for the conduct of the Employer's business on a continuing basis as a condition of employment shall be reimbursed at a kilometreage rate of twenty-seven (27) cents per kilometre.

A monthly car allowance will be provided for the purpose of contributing to such items as car depreciation, car maintenance and repair and business liability coverage.

(i) Eighty-five dollars (\$85.00) per month for full-time employees;

(ii) On a pro rata basis per hours worked for other than full-time Employees.

Effective October 1, 1997, the transportation allowance shall be adjusted to equal the rate in the private transportation index for Saskatchewan, as published by Statistics Canada. In addition, for every one (1%) percent revision in the private transportation index, the transportation allowance will be revised accordingly by one (1%) percent. Computation shall be made semi-annually with change to be effective July 1 and January 1, based upon the change due the previous six (6) months.

Applicable to Home Care:

The Employer is not responsible for transportation costs for reporting to or returning from a shift, unless the employee's residence is her home base.

- 11.02 If the Employer requires an Employee to arrive at or leave the Facility/Agency between 0001 and 0600 hours, and if the Employee does not have her own transportation, or public transportation is not available, the Employer shall pay taxi fare or provide such transportation to the Employee's place of residence.
- 11.03 (a) The Employee will be reimbursed for all reasonable substantiated expenses incurred while performing their duties on behalf of the Employer.
(b) No Employee shall be obligated to transport passengers during their travel while working for the Employer except for purposes of orientation.
(c) All time spent performing assigned work-related duties, including travel time and time spent charting, maintaining supplies, or any other work related duties shall be considered as time worked.
- 11.04 Every Employee working in a rural area and required to travel in the course of their duties shall be supplied with a long distance Sask Tel calling card to be used only for business related calls

ARTICLE 12 - SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

- 12.01 A shift premium of seventy cents (70¢) shall be paid for each hour or part of an hour for all hours worked by an Employee where the majority of the hours of the shift fall between 1500 and 0800 hours. However, Employees working extended shifts shall be paid a shift premium for each hour or part of an hour worked between 1500 hours and 0800 hours. The shift premium shall not apply to overtime hours worked.
- 12.02 A weekend premium will be paid at the rate of thirty cents (30¢) per hour for each hour worked between 0001 Saturday and 2400 hours Sunday. Weekend premiums will not apply where an Employee is receiving premium pay triggered by consecutive weekends of work.

ARTICLE 13 - ANNUAL VACATIONS

- 13.01 An Employee shall earn annual vacation credits on the following basis:
 - (a) During the first (1st) and subsequent, including the third (3rd) year of continuous employment with the Facility/Agency, one and one-quarter (1-1/4) days per month worked (maximum of fifteen (15) working days or one hundred and twenty (120) working hours per year).

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⁵⁴/₀₃₋₀₄ (b) During the fourth (4th) and subsequent years of continuous employment with the Facility/Agency, one and two-thirds (1-2/3) days per month worked (maximum of twenty (20) working days or one hundred and sixty (160) working hours per year).

(c) During the twentieth (20th) and subsequent years of continuous employment with the Facility/Agency, two and one-twelfth (2-1/12) days per month worked (maximum twenty-five (25) working days or two hundred (200) working hours per year).

(d) During the thirtieth (30th) and subsequent years of continuous employment with the Facility/Agency, two and one-half (2-1/2) days per month worked (maximum of thirty (30) working days or two hundred and forty (240) working hours per year).

(e) **Applicable to Saskatoon Home Care:**

Vacation credits shall be earned on the following basis:

(i) During the first and subsequent vacation years including the fourth (4th) vacation year, one and one-quarter (1-1/4) days per month of service, (fifteen (15) working days or one hundred and twenty (120) working hours per vacation year).

(ii) During the fifth (5th) and subsequent vacation years, including the sixteenth (16th) vacation year, one and two-thirds (1 2/3) days per month of service (twenty (20) working days or one hundred and sixty (160) working hours per vacation year).

(iii) During the seventeenth (17th) and subsequent vacation years, including the twenty-ninth (29th) vacation year, two and one-twelfth (2 1/12) days per month of service (twenty-five (25) working days or two hundred (200) working hours per vacation year).

(iv) During the thirtieth (30th) and subsequent vacation years, two and one-half (2 1/2) days per month of service (thirty (30) working days or two hundred and forty (240) working hours per year).

(v) Employees who transferred from the V.O.N. (Saskatoon) on October 1, 1982 or November 1, 1982, shall have their continuous service recognized for the purpose of vacation entitlement.

13.02 An employee on OTFT status is entitled to a vacation period of 3, 4, 5, or 6 weeks dependant upon the following rates of accrual.

(i) Less than 5846.4 paid hours - 3/52 of gross earnings in the vacation year.

- (ii) Over 5846.4 paid hours, but less than 38,976 paid hours - 1/13 of gross earnings in the vacation year.
- iii) Over 38,976 paid hours - 5/52 of gross earnings in the vacation year.
- iv) Over 56,515 paid hours - 6/52 of gross earnings in the vacation year.

Effective May 01, 1997 an employee on OTFT status shall begin accumulating the vacation credit benefit (i.e. 3/52, 4/52, 5/52, 6/52) and vacation period (i.e. 3, 4, 5 or 6 weeks) based on continuous employment.

13.03 The vacation accrual year shall be the twelve (12) month period commencing on the first (1st) day of May in each calendar year and concluding on the thirtieth (30th) day of April of the following calendar year (unless prior agreement provides for alternate dates.)

13.04 a) During such vacation leave period, the full-time Employee shall receive the greater amount of annual vacation pay as calculated by either of the following formulae:

- (i) The number of working days of annual vacation, earned in accordance with 11.01, and subject to 11.02, times (x) the Employee's regular rate of pay at the time of taking annual vacation.

OR

- (ii) As determined by the Employee's eligibility for annual vacation of either 3/52, 4/52, 5/52 or 6/52 of the Employee's gross earnings. Gross earnings shall include all remuneration paid to the Employee except transportation allowance.

(b) OTFT-RPT and OTFT-JS vacation credits shall be accrued and paid out during the normal vacation period when requested by the employee. OTFT-CAS shall be paid out on each cheque.

13.05 Recognizing the operational needs of the Facility/Agency annual vacation may be utilized at any time during the twelve (12) month period following the Facility/Agency, annual vacation accrual cut-off date.

13.06 An employee shall be entitled to receive annual vacation in:

- (a) an unbroken period; or
- (b) periods of less than one (1) week; or
- (c) periods of not less than one (1) week; or

- (d) periods as mutually agreed between the Employer and the employee.
- 13.07 Vacation credits are not cumulative from one annual vacation year to another except with the approval of the Employer.
- However, an Employee with three years service shall be entitled upon written request to carry over one week's vacation. Eligibility for this carry-over shall reoccur at subsequent three year intervals from the last time of exercising the request.
- 13.08 When vacations are being scheduled, unless the Employee requests otherwise, she shall have the right to start her annual vacation immediately following her regular scheduled days off.
- 13.09 An Employee leaving the service at any time in the vacation year, before she has taken vacation, shall be entitled to a proportional payment of gross earnings in lieu of earned vacation.
- 13.10 The Employer shall schedule annual vacation leave as equitably as possible between the Employee(s) on full-time and those on OTFT-RPT and OTFT-JS.
- 13.11 An Employee called back from her annual vacation leave shall be paid at the rate of two times (2X) her regular rate of pay for all hours so worked. Vacation days so worked shall be rescheduled.
- 13.12 Where in respect to any period of vacation leave, an Employee:
- (a) Is granted bereavement leave, or
 - (b) Is granted sick leave as a result of hospitalization, or
 - (c) Is granted sick leave for an illness which would confine the Employee for a duration of more than three (3) days (a medical certificate substantiating proof of illness will be required), or
 - (d) Is granted other approved leave of absence,
- the period of vacation so displaced shall either be added to the vacation period if requested by the Employee and approved by the Employer or deferred for use at a later date.
- 13.13 In February and September of each year, or as otherwise agreed by the Local, the Employer shall post a notice suggesting all Employees submit requests for annual vacation for the period 1 May of the current year to 30 April of the following year (this period may not necessarily coincide with the vacation year). It is recognized that an Employee may choose not to request vacation at this time.

Criteria for scheduling and approving requests for annual vacation shall be mutually agreed between the Local of the Union and the Employer. Where the Local of the Union and the Employer are unable to agree to how vacations are granted, requests from Employees with the greatest seniority shall have priority.

The Employer shall post a tentative vacation schedule for Employees who have indicated their choice for vacation. If an Employee's request for annual vacation cannot be granted, the Employee shall have the right to submit a request indicating her next preference.

No later than May 15, and where possible April 30, the Employer shall post a confirmed vacation schedule for Employees who have indicated their choice for vacation. Such vacation is confirmed, except in the event that an Employee with confirmed vacation displaces into a unit, and the displacement results in the number of Employees with confirmed vacation exceeding the number allowed by current practice. In this event, if agreement is not achieved, the Employee(s) with least seniority will have her vacation rescheduled.

Vacations not scheduled under the identified procedure shall be granted, in so far as the operational needs of the Employer permit, on a first come first served basis.

Scheduled annual vacation once posted, shall only be changed by mutual consent between the Employee and Employer, except in extenuating circumstances.

ARTICLE 14 - STATUTORY HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
1st Monday in August	

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 14.04 shall be paid for work on the actual calendar day, and shall not be paid for work on any alternate named day.

14.02 If a Statutory Holiday falls on an Employee's scheduled day off, or during the Employee's annual vacation period, such Employee shall receive an additional eight (8) hour day off or days off.

14.03 Employees working the Extended Work Day/^{35~~x~~}Compressed Work Week shall be granted their Statutory Holidays off in lieu of an eight (8) hour shift.

14.04 A) Full-time Employees

- a) who do not work on a Statutory Holiday shall receive Statutory Holiday pay equal to one (1) day's pay.
- b) who work on a Statutory Holiday shall be paid at the rate of one and one-half (1 1/2) the regular rate of pay for all hours so worked plus be granted a day off with pay within thirty-two (32) calendar days before or after the Statutory Holiday.

B) Other Than Full-Time Employees

- a) i) who do not work on Statutory Holiday shall receive Statutory Holiday pay calculated as follows:
 - ii) if the Employee has worked at least two (2) of the four (4) pervious days of the same name as the day that the holiday falls on, she is eligible for holiday pay for the average number of hours worked,

OR

$$\frac{\text{Number of paid hours in the immediately preceding four weeks}}{149.9} \times \frac{\text{Normal Full-time hours/day}}{\text{Employee's hourly Rate of Pay}} = \text{Statutory Pay Entitlement}$$

- b) who work a Statutory Holiday shall be paid at the rate of one and one-half (1 1/2) the regular rate of pay for all hours so worked plus she shall receive Statutory Holiday pay calculated in accordance with Article 14.04 B) above.

Employees required to work overtime on a Statutory Holiday shall be paid double (2X) the regular rate of pay for all overtime hours worked.

Wherever possible a day off given in lieu of a Statutory Holiday shall, unless otherwise requested by an Employee, be added onto a weekend off.

- (a) The Employer agrees, at the request of the Local of the Union, to distribute time off (days off) as equitably as possible over the Christmas-Boxing Day and New Year's Day period, endeavouring to grant each Employee as many consecutive days off as possible over either Christmas-Boxing Day or New Year's Day.

- (b) To achieve the above, the parties agree that certain shift scheduling provisions contained in this agreement may have to be temporarily waived for specified time periods. The determination of the time period for the waiver of scheduling provisions and the manner of reinstating the shift schedule at the completion of the said time period shall be determined mutually between the Local of the Union and the Employer.
- (c) Whenever reasonably possible, any Employee who works all of the three holidays over the Christmas-New Year's period may take her Statutory Holidays off with her regular days off within four (4) weeks before or after the week in which the holidays occur.

14.08 An Employee scheduled to be off duty the Christmas and/or New Year's Statutory Holiday shall commence such time off no later than the end of the normal day shift immediately prior to the Statutory Holiday. In the event the Employee is scheduled to be off duty for both the Christmas and New Year's Statutory Holidays, the above provision shall apply to at least one (1) of the two Statutory Holidays.

14.09 An OTFT-RPT employee who works in a unit that is normally only operational Monday to Friday and is given a Statutory Holiday off shall be paid as if the shift was not a Statutory Holiday provided the shift was required to fulfil her Letter of Appointment.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Application for Leave of Absence

- a) All requests for leave of absence must be submitted in writing to the immediate supervisor.
- b) The Employer shall respond to requests for leave of absence within a reasonable period of time from the request being received.
- c) If the requested leave cannot be granted, the Employer shall provide valid reasons for the refusal of such leave.

15.02 General Leave

- (a) Insofar as the regular operation of the Employer will permit, leave of absence without pay, shall be granted provided the Employee presents valid reasons for requiring such leave.
- b) Where an Employee provides the name of a qualified replacement who agrees to cover off the period of such leave(s), not in excess of a total of twenty-two (22) working days per year, the requirement to provide valid reasons required in 15.02 (a) above will be disregarded and the requested leave shall be granted.

15.03 Education Leave

Insofar as the regular operation of the Employer permits, an Employee shall be granted leave of absence without pay to further her education. Except in extenuating circumstances, such requests shall be submitted in writing twenty-one (21) days in advance of the leave and shall specify the date of commencement and the length of the leave.

15.04 Maternity/Paternity/Adoption Leave

An Employee who is expecting the birth or adoption of a child, shall be entitled to maternity/paternity/adoption leave without pay, provided she presents a medical certificate confirming the probable date of confinement, or in the case of adoption, gives the Employer notice of the possibility upon determination of eligibility. Such request shall be submitted in writing twenty-one (21) days in advance of the leave and shall specify the probable date of commencement and the length of the leave.

The following conditions shall apply:

- a) Leave of Absence for maternity/paternity shall be for up to one (1) year as requested by the Employee, except in extenuating circumstances when, in the opinion of a medical practitioner, the leave should be further extended.
- b) Such leave will be granted with the assurance that the Employee will resume employment in the same position she occupied prior to the granting of such leave. In the event the Employee on Maternity/Paternity/Adoption Leave is affected by lay off, she shall be afforded access to the provisions of Article 24, Layoff and Recall.
- c) Notice of intention to return to work, or request for a change of the length of the leave of absence, must be forwarded to the Employer fourteen (14) days prior to the expiration of the leave and where possible twenty-eight (28) days notice will be given.

15.05 Parental Leave

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010 Upon request an Employee shall be granted up to ten (10) weeks Parental Leave without pay with the assurance that the Employee will resume employment in the same position and at the same step on the salary scale that she occupied prior to the granting of such leave. In the event the Employee on parental leave is affected by layoff, she shall be afforded access to the provisions of Article 24 - Layoff and Recall. 63L
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Such leave shall be completed no later than fifty-two (52) weeks after the week the newborn or adopted child arrives at the Employee's home.

Parental Leave may be divided between the parents of a child but the parents shall not be granted Parental Leave during the same period of time.

15.06 Compassionate Leave

An Employee shall be granted leave of absence with pay as required upon the death of a member of the immediate family or someone with whom they have had an equivalent relationship. Members of the immediate family shall include spouse, mother, father, brother, sister, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law, or daughter-in-law.

15.07 Leave for Serious Illness

An Employee may be granted leave with pay for the serious illness of a member of the immediate family or someone with whom they have had an equivalent relationship. Members of the immediate family shall include spouse, mother, father, brother, sister, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law or daughter-in-law,

15.08 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 day off as per Article 6.01 (2) which has not been confirmed and posted as per Article 6.06 (3).

15.09 Long Service Leave

Employees with three (3) or more years of service may be granted up to three (3) weeks leave of absence without pay and without loss of benefits, or seniority, on one occasion only, per year, on request. The request shall be in writing to the Immediate Supervisor. It is understood that on completion of this leave, the Employee shall return to the same department, unit or ward, position and salary level she occupied prior to taking such leave. Such leave may be taken consecutively with annual vacation.

15.10 Benefits on Leave of Absence:

(a) Leave of Absence of Thirty (30) Days or Less Duration

Employee(s) on leave of absence the duration of which is thirty (30) days or less shall continue to earn all benefits and increments provided by this agreement.

(b) Leave of Absence of Over 30 Days Duration

Employees on leave of absence, except Education leave, the duration of which is more than thirty (30) days shall not accumulate or earn sick leave or annual vacation credits for the period of the absence greater than thirty (30) days and a new increment date shall be established for determination of increments. The application of Seniority to leaves of absence of more than thirty (30) days shall be in accordance with Article 19 of this Agreement.

(c) Education Leave

Employee(s) on Education Leave shall be governed by the provisions of 15.10 (a) and 15.10 (b) above except that:

- (i) Employees on Education Leave of twelve (12) weeks or less shall continue to earn all benefits provided by this agreement.
- (ii) Regardless of Article 15.10 (b) above Employees on Education Leave of twenty-four (24) months or less shall retain their increment date.

15.11 Union Leaves of Absence

- a) On the request of the Local of the Union two (2) weeks in advance of the requested leave, Employees designated by the Local shall be granted leave of absence without pay-for Union business. The number of Employees granted such leave shall be determined mutually between the Local and the Employer, and shall be a minimum of, but not limited to, one (1) Employee per occasion. The time limits for notice of such leave may be reduced by mutual agreement.
- b) (1) During such union leave, on request of the Local of the Union, the Employer agrees to continue to pay normal salary and benefits to those Employees to attend to Union business as referred to in Article 15.11 (a) and that the Employer is to charge the Local of the Union for reimbursement of the costs. Such costs shall only include:
 - (i) Actual 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 if applicable)'
 - (v) Employer's share of Group Insurance premiums (if applicable);
 - (vi) Workers' Compensation;
 - (vii) Employer's share of Long Term Disability (LTD) income contributions.

- (2) 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 Local or the Union, in addition to those costs set forth in Article 15.11 (b)(1) an appropriate amount for the following benefits:
 - (i) Vacation;
 - (ii) Sick Leave;
 - (iii) Statutory Holidays.
- (3) (i) In addition to the above, the Employer agrees to pay salary and benefits to other-than-full-time Employees on Union Leave, according to the SUN hours submitted and paid on the regular pay period basis by the Employer. The Employer will charge the Local or the Union for reimbursement for such costs.
 - (ii) Upon the request of the Local, the Employer shall grant an unpaid Union Leave of Absence to Other-Than-Full-Time Employees, according to the hours of work submitted by the Local.

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- c) An Employee who is elected President of the Union's Board of Directors and/or one who is elected or selected for a full-time position with the Union or an organization with which the Union is affiliated shall, on the request of the Union, be-granted for up to two (2) years leave of absence without pay for the purpose of holding office. Such leave for a Union position shall be, at the request of the Union, in accordance with 15.11 (b)(2) or without pay and without loss of accrued benefits and shall be with maintenance and accumulation of seniority and increments.

During such leave for the elected position, the Employer agrees to continue paying the following benefits:

- (1) Employer's share of SAHO pension contribution (or equivalent if applicable);
- (2) Employer's share of Group Life Insurance Premiums (if applicable);
- (3) Employer's share of LTD income contributions,;

The Employer will charge the Union for reimbursement of the cost of the above (1) through (3).

Such leave shall be renewed at the request of the Union. On completion or the leave, the Employee shall return to the same position she occupied prior to taking such leave. In the event the Employee on leave is affected by a lay-off, she shall be afforded access to the provisions of Article 24, Layoff and Recall.

- d) The rules of seniority for employees on any Union Leave of absence shall be in accordance with Article 19 of this agreement.

15.12 Leave for Elected Public Office

- (a) Leave to Seek Nomination as a Candidate

An Employee shall be granted reasonable leave of absence without pay to seek nomination as a candidate for a municipal, provincial, school board, health board or federal election.

- (b) Leave If Elected

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An Employee elected in a municipal, provincial, school board, health board or federal election shall be granted leave of absence without pay for a period as may be necessary to fulfil the duties of her office.

In the event the Employee on Leave for Elected Public Office is affected by lay off, she shall be afforded access to the provisions of Article 24, Layoff and Recall.

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

15.14 A Deferred Salary Plan shall be implemented as mutually determined.

ARTICLE 16 - SICK LEAVE

16.01 Sick leave means the period of time an Employee is absent from work because of:

- (a) being sick or disabled: or
- (b) a disability resulting from an occupational sickness/accident for which compensation is not being paid by the Workers' Compensation Board.

16.02 a) After one (1) month of service with the Facility/Agency, each Employee on regular staff shall be entitled to cumulative sick leave credits computed from the day of commencement of employment at the rate of one and one-half (1 1/2) (twelve (12) working hours) working days for each month of employment up to a maximum sick leave credit of one hundred and twenty (120) working days (nine hundred and sixty (960) working hours).

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- b) Employees on OTFT status shall earn sick leave credits on a pro rata basis in direct relation to their paid hours as compared with that of a full time employee. An OTFT employee shall accumulate sick leave credits to a maximum of one hundred and twenty (120) days (nine hundred and sixty (960) working hours).
- 16.03
- a) Full-time employees shall have access to their accumulated sick leave credits to maintain their regular income when they are on sick leave.
 - b) An employee on OTFT status shall have access to utilize accrued sick leave credits for any shifts scheduled in advance and/or in the case of an OTFT - RPT employee regularly scheduled shifts lost due to being absent from work because of sick leave, it being understood that sick leave would only be paid in instances where the employee missed a shift due to illness or injury when she had been scheduled in advance to work.
 - c) An Employee on OTFT status who is not regularly scheduled on a continual basis and 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 based on the average number of hours worked in the previous twelve (12) months until such time as either her sick leave credits expire or she is available for work.
- 16.04
- When an Employee is absent as a result of an accident, occupational illness or disease in connection with the Employee's employment and benefits are being paid by the Workers' Compensation Board, the difference between the Employee's regular net pay and the Workers' Compensation payment will be paid by the Employer for a period not to exceed one (1) year and shall not reduce the Employee's accumulated sick leave credits. The amount paid to the Employee will not be less than the amount the Employer receives from the Workers' Compensation Board.

For the purpose of determining regular net pay for OTFT employees such pay for the fifty-two (52) week period prior to the absence shall be utilized and pro-rated in accordance with the length of the absence.

Applicable to South Country Home Care:

When an Employee is absent as a result of an accident, occupational illness or disease in connection with the Employee's employment and benefits are being paid by the Workers' Compensation Board, the difference between the Employee's regular net pay and the Workers' Compensation payment will be paid by the Employer for a period not to exceed two (2) years and shall not reduce the Employee's accumulated sick leave credits. During this two (2) year time period, employee's off on Sick Leave and/or Workers' Compensation shall continue to earn their fringe benefits. Language applicable to South Country Home Care Employees shall not be applicable to Employees who access Workers' Compensation benefits after the date of signing the Collective Agreement.

16.05 A Full Time or an OTFT employee absent for a combination of unpaid sick leave and/or Workers' Compensation and/or Long Term Disability shall continue to earn sick leave credits, annual vacation credits and increments during the first year. An employee shall not earn Statutory Holiday pay for the entire period granted.

16.06 In the event an Employee is on sick leave and such sick leave credits have expired, the Employee shall be placed on "sick leave without pay" for up to one (1) year commencing from the date of going on such leave.

The Employer agrees to give one (1) month notice to the affected employee and the Local of the Union when an employee on sick leave without pay or Long Term Disability is to be reassessed by the Employer or Long Term Disability.

16.07 An Employee who is unable to make the necessary arrangements for maintenance of personal health care outside of the scheduled work time may be granted time off with pay. Such time will not be deducted from the Employee's sick leave accumulation and shall not exceed sixteen (16) hours per year except in extenuating circumstances,

On request, Employee(s) will be required to show proof of such care.

16.08 The Employer may require an Employee to submit a certificate of proof of illness from a licensed medical practitioner.

16.09 The Union and the Employer will jointly participate on a Review Committee established to review the use of sick leave.

16.10 An Employee who may be absent from duty by virtue of being sick or disabled or because of an accident shall notify their immediate supervisor, nursing office or designated area of the Facility/Agency of such and the anticipated duration of such illness as soon as possible, preferably no less than one (1) hour prior to the commencement of her scheduled shift unless the lack of giving notification can be shown to have been unavoidable. Employees upon resuming duties will report to the Employee's immediate supervisor and/or designated area within the Facility/Agency.

16.11 An Employee shall have access to sick leave credits for illness which may arise during pregnancy while the Employee continues active duty with the Employer. In addition, sick leave for valid health reasons related to the pregnancy and substantiated by a medical certificate, shall be granted for the actual period of illness during the maternity leave.

16.12 The parties endorse the concept of an Employee Assistance or Employer/Family Assistance Program, and acknowledge that if a program is to be implemented there shall be joint consultation between the Employer and the Union.

16.13 When an employee is able to return to the work place on any type of a graduated return to work program, rehabilitation program or work hardening program the Employer, Union and the Employee shall meet to identify the details surrounding the Employee's return to work.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.01 The provisions hereinafter stated apply in all cases except where the Employer and the Union have specifically agreed in writing in respect of other terms and provisions for processing grievances.

For the purpose of this Agreement, a grievance is defined as any difference between the persons or parties:

- (a) bound by the Collective Agreement, or
 - (b) on whose behalf it was entered into concerning its interpretation, application or operation of any alleged violation thereof, including any question as to whether the differences are arbitrable without stoppage of work or refusal to perform work.
- 17.02 (a) The Employer acknowledges the right of the Union to appoint Stewards (Ward Representatives) from amongst its members of the Local. The Union, in turn shall supply the Employer with an up-to-date list of its Officers and Ward Representatives/Stewards.
- (b) The Employer shall forward the names and titles of Employer designates with responsibilities under Article 17 to the provincial SUN office. Included with the above shall be information on which step each Employer designate is assigned to respond to and where appropriate, which facility/agency.
- 17.03 It is agreed a grievor and/or an elected Officer of the Union may, after making suitable arrangements with her Supervisor for coverage of her assignment, leave her assigned duties temporarily in order to discuss matters related to a grievance. As far as possible grievance meetings will be dealt with on Employer time and the grievor and/or elected Officer of the Union shall not suffer any loss of earnings for the time so spent.
- 17.04 It is agreed that a representative of the Saskatchewan Union of Nurses shall, after making suitable arrangements with the Employer, have access to the premises of the Employer for the investigation of grievances.
- 17.05 At the request of either party during any stage of the grievance or arbitration procedure, the parties shall meet to discuss the matter of the grievance without prejudice to their respective position.
- 17.06 In the event of a difference arising between the persons or parties to this Agreement, the Employee(s) concerned, with or without a Steward or Officer of the Local in attendance, shall first seek settlement of the difference through discussion with her immediate Supervisor.

- 17.07 (a) Grievances with application in more than one (1) facility/agency and/or local within the same District may be initiated at Step 2.
- (b) Grievances concerning vacancies and/or recall within a District may be initiated at the facility/agency where the vacancy and/or recall existed.
- 17.08 Step 1: Failing resolution of the difference through informal discussion, if the Union considers it has a grievance shall, within thirty (30) days of its occurrence, submit a written and signed grievance to the Director of Nursing or level of management appointed by the Employer setting out the following:
- (a) The nature of the grievance and the circumstances out of which it arose;
- (b) The section or sections of the agreement infringed upon or claimed to have been violated;
- (c) The remedy or correction the Employer is required to make.
- A copy shall be forwarded to the Local of the Union.
- 17.09 In the event an employee is terminated for alleged just cause, the Union shall have the right to commence the grievance procedure at the 2nd step.
- 17.10 The Director of Nursing or level of management appointed by the Employer shall give her written decision within seven (7) calendar days of receipt of the written grievance.
- 17.11 Step 2: If the grievance remains unsettled, the grievance may be referred to the Senior Executive Officer of the Employer within seven (7) calendar days.
- 17.12 The Senior Executive Officer shall then render a written decision within seven (7) calendar days.
- 17.13 If the grievance remains unsettled, the grievance may be referred within seven (7) calendar days to the Employers' Board of Directors (or the appropriate committee of the Board).
- 17.14 The Board (or Board Committee) shall render a written decision within seven (7) calendar days.
- 17.15 In the event that the difference remains unsettled, the matter shall be referred to arbitration within twenty-one (21) calendar days of the Employers' Board of Directors' decision. If the grievance is not taken to arbitration, as herein provided within twenty-one (21) calendar days, the grievance shall be deemed to have been settled.

- 17.16 Either of the parties may notify the other party in writing of its desire to submit the difference to arbitration, and the notice shall contain a statement of the difference and the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within seven (7) calendar days inform the other party of its appointee to the Arbitration Board. Should either party fail to name their representative within the time limits, the Minister of Labour shall make the appointment.
- 17.17 When the representatives have been appointed, they shall choose a Chairperson within ten (10) calendar days, who, with the two (2) representatives, shall constitute the Arbitration Board.
- 17.18 Should the representatives fail, within the ten (10) calendar days, to agree upon a Chairperson, the Minister of Labour shall be requested by the representatives of either party to appoint a Chairperson to the Arbitration Board.
- 17.19 The Arbitration Board shall hear the difference as soon as possible and shall render a decision as soon as possible thereafter.
- 17.20 The Arbitration Board shall not have the power to alter or amend any provisions of the Collective Agreement or to substitute any provision, or, to give any decision inconsistent with the terms of this Agreement.
- 17.21 The Arbitration Board shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and upon any Employee(s) affected by it. The decision of a majority is the award of the Board, but if there is no majority, the decision of the Chairperson shall govern and shall be deemed to be the award of the Board.
- 17.22 Each party to the difference shall bear the expense of its respective nominees to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairperson.
- 17.23 The time limits specified above may be extended by the consent of both parties. If the grieving party fails to take any of the steps within the time limits as set out, then it shall be deemed the grievance has been settled. Failure on the part of the Employer to reply within prescribed time limits shall give the Union the right to proceed to the next step.
- 17.24 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 justifiable reason for its failure to adhere to such limits.

ARTICLE 18 - PROBATIONARY AND TRIAL PERIOD

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18.01 An Employee commencing employment with the Employer shall be on probation during the first sixty (60) working days or four hundred and eighty (480) hours, of her employment with the Employer, whichever occurs first; however, this probationary period may be extended on one (1) occasion only up to a maximum of forty (40) working days or three hundred and twenty (320) hours, whichever occurs first, when in the opinion of the Employer circumstances warrant such extension.

It is agreed that the circumstances warranting the extension, the improvement expected by the Employer and the duration of the probationary extension must be communicated to the Employee on probation prior to the expiration of her first sixty (60) working days or four hundred and eighty (480) hours, probationary period. Notice of an extension of an Employee's probationary period shall also be communicated to the Local of the Union.

During the probationary period, the Employee shall enjoy all rights and privileges prescribed in the Agreement, except that she shall not have access to the grievance or arbitration provisions of the Agreement in the event she is suspended or discharged. If an Employee is retained beyond the probationary period, the Employee's name shall be placed upon the seniority list.

During the probationary period, the Employer is expected to give as long a notice of termination as possible with a minimum of one (1) week. At any time during the probationary period, the Employer may terminate employment without notice if the Employee has been guilty of irregular conduct and/or violation of Employer rules.

18.02 An employee shall be placed on a trial period of forty (40) working days or three hundred and twenty (320) hours worked, whichever occurs first, following the orientation period when the employee:

- i) is the successful applicant to a posting;
- ii) exercises her displacement rights; or
- iii) exercises her recall rights.

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In the event an employee is selected for a position through a District posting, District recall or through the Provincial Re-employment list the Employee shall serve a trial period for the first sixty (60) days worked or four hundred and eighty (480) hours worked whichever occurs first.

If an employee is demonstrably unable to perform the duties of the new position during the trial period or if she so selects, the employee shall return to her former position or status.

Any other employee affected because of re-arrangement of positions shall also be returned to her former position and status.

ARTICLE 19 - SENIORITY

19.01 Seniority

Until June 5, 1997 seniority shall continue to accrue in accordance with Article 17.01 of the Acute Care/Home Care Agreement or Article 1.16 of the Long-Term Care Agreement respectively.

Seniority shall be defined as the total of all seniority accrued by each Employee with all Employer(s) in the Health District to a maximum of nineteen hundred and forty eight point eight (1948.8) hours in a calendar year.

Seniority shall apply and be transferable as identified in the agreement.

Seniority shall be calculated and accrued on the basis of the total of the following hours:

- i) Paid hours as defined in Article 6.01(4)

NOTE: Other Than Full-Time Employees shall earn seniority for vacation based on the following calculation:

Number of paid hours during the Vacation Year	X	The Employee's eligibility for Vacation Pay i.e. 3/52,4/52, 5/52, or 6/52	=	Hours Absent With Pay for Vacation
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- ii) All unpaid hours as set out in Article 19.02

Effective January 1, 1997 and thereafter Full-Time Employees shall, subject to Article 19.02, 19.03, 19.04 and 19.06 be credited with nineteen hundred and forty eight point eight (1948.8) hours of seniority in a calendar year.

Seniority shall not be counted during an Employee's probationary period, however, once the probationary period has been completed, seniority shall be credited from the last date of employment.

19.02 Accumulation of Seniority

Seniority shall be maintained and continue to accrue during:

- a) any approved absence without pay up to and including thirty (30) calendar days at one time;
- b) hours absent while receiving benefits from the Workers' Compensation Board;
- c) sick leave of absence without pay
- d) Long Term Disability;

- e) Maternity, paternity; adoption and parental leave(s);
- f) education leave;
- g) Union leave;
- h) leave for elected public office;
- i) hours worked to a maximum of twelve (12) months during the term of this agreement while relieving in an out-of-scope position in accordance with Article 8;
- j) time paid in lieu of notice of lay off;

19.03 Maintenance of Seniority

Subject to Articles 19.01, 19.02 19.04 and 19.06 of this Agreement, an Employee shall maintain accumulated seniority.

19.04 Loss of Seniority

An Employee shall only lose seniority in the event she:

- a) is discharged for just cause and is not reinstated;
- b) voluntarily terminates the employ of the Employer;
- c) fails to return to work immediately following the termination of leave of absence or within fourteen (14) calendar days from notification by the Employer to return to work following a layoff unless, in either case, the Employee can show a justifiable reason for failure to report to work;
- d) is on layoff for a period longer than provided for in Article 24.06 (j);
- e) is on Other Than Full-Time status and is not called and/or does not work for a period of two hundred and seventy-four (274) calendar days from her last shift, exclusive of approved leave of absence;
- f) relieves in an out-of-scope position for more than a total of twelve (12) months during the term of this agreement.

19.05 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced including seniority as calculated in Article 19.01 herein; and henceforth the total of their seniority within their Health District including seniority that has been transferred under the terms of this Agreement. Up to date seniority lists shall be posted in places accessible to all Employees by March 1st of each year with a copy to the Union. The seniority list shall be open for correction for a period of thirty (30) days from the date of posting. In the event of a dispute over the seniority of an Employee, the Employer(s) records of employment shall be the official record.

19.06 Appointment to an Out of Scope Position

An Employee who is appointed to an out of scope position shall retain seniority for up to three (3) months while in such position. During this three (3) month period the Employee shall have the right to exercise her seniority through application for posted vacancies.

19.07 Seniority for OTFT employees under Article 19.02 excluding Union Leave and a general leave of absence for less than thirty (30) days shall be calculated on the following basis; whichever is the greater of (a) or (b) below:

- a) seniority hours accrued in the fifty-two (52) week period prior to the absence shall be considered and pro-rated in accordance with the length of the absence; or
- b) an OTFT employee that has scheduled shifts shall be credited with seniority in accordance with Article 19.02.

ARTICLE 20 - TERMINATION OF EMPLOYMENT

20.01 At any time after the probationary period, the Employer may terminate employment without notice for just cause. Such Employee discharged without notice may use the grievance procedure.

20.02 If there is a lay-off of Employee(s), either general or department wide, Article 24.01 of this Agreement shall prevail and four (4) weeks notice of lay-off shall be given.

20.03 The Employer shall provide the Employee on termination, a written statement with the following information:

- (a) unused, earned sick leave credits;
- (b) present vacation accrual rate;
- (c) salary rate and step and hours worked since the last increment (for OTFT status employees) or the increment date (for full-time employees);
- (d) date of commencement of employment;
- (e) date of termination of employment;
- (f) seniority.

20.04 Whenever possible Employee(s) are expected to give one (1) month's notice of intention to terminate employment.

20.05 For the purposes of this Agreement, an Employee's termination date shall be deemed to be the last working day if the salary calculations are on a "working day" basis, or the last working day plus the normal days of rest to which the Employee may be entitled if the salary calculations are on a "calendar day" basis.

ARTICLE 21 - DISCIPLINE

- 21.01 The Union acknowledges it is the right of the Employer to suspend, discharge or otherwise discipline an employee for just cause.
- 21.02 (a) If an employee is discharged or suspended or given a written reprimand, such employee shall be advised within five (5) calendar days, in writing, of the reasons for such discipline.
- (b) If an employee is reported by the Employer to her professional association, the employee shall be advised within five (5) calendar days. The employee shall receive a copy of the report. If the employee is fully exonerated by the professional association, all reference to the matter shall be removed from the employee's personnel file and destroyed.
- 21.03 (a) The Employer shall advise the Employee of their right to union representation prior to the imposition of discipline. The Employer shall advise the employee and the Local of the Union prior to the commencement of the meeting as to the nature of the discussion. If requested the union representative shall have time to meet with the Employee prior to the meeting with the Employer.
- (b) A Union Representative shall be present if the Employee so desires when the Employer is imposing discipline.
- (c) Discipline shall only be imposed at a meeting held for such a purpose.

ARTICLE 22 - DISTRICT POSITIONS

22.01 Multi Site Work

Normally employees shall not be required to report for duty to more than one facility/agency. The Employer(s) shall provide the Union with a minimum of forty five (45) calendar days notice of a requirement to have Employee(s) work in more than one facility/agency. The employer and the Union shall meet to jointly determine the implementation of this article.

The number of affected employees may be based on the operational requirements of the Employer. The following shall apply:

- (a) Affected Employee(s) shall choose one of the following options at the time of implementation of this article;
- (i) To be scheduled to work at their existing facility/agency or;

- (ii) To be scheduled to rotate between the affected facilities/agencies in blocks of shifts. Such facilities/agencies shall be identified prior to the posted and confirmed period. Any changes in shift options shall be made in accordance with Article 6. Except in abnormal circumstances an Employee shall not be required to report to more than one facility/agency on any given shift/workday.
- (b) Affected Employee(s) shall have a designated home facility/agency for purposes of application of the collective agreement. An Employee's home facility/agency shall be at the facility/agency of origin at the time of implementation of this article.
- (c) The Employer shall provide facility/agency and specific program and/or department orientation to any employee who chooses to work at more than one facility/agency.
- (d) Employee(s) paying parking at one facility/agency shall not incur additional parking costs when required to park at alternate facilities/agencies.

22.02 Multi Facility Positions

Where a position is created that requires an employee to work in more than one facility/agency in the district, the Local(s) and the Employer(s) shall meet to determine in which facility/agency the position will be based for the purpose of application of this agreement. The position shall be posted in all facilities/agencies within the district. Facility/agency preference for selections shall not apply. Preference shall be to applicants from facilities/agencies within the District - All Employers.

ARTICLE 23 - VACANCIES, PROMOTIONS OR TRANSFERS

- 23.01 (a) Notice of all vacancies within the scope of this agreement including those created by leaves of absence of over one hundred and twenty (120) calendar days shall be posted within the Facility/Agency ten (10) calendar days in advance of the appointment. Whenever possible, 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.

Whenever circumstances require that a vacancy be filled before the expiration of the ten (10) days, it shall be filled during that interval only on a temporary basis and shall not prejudice any member's bidding rights on the vacancy.

- (b) When a temporary vacancy of a duration of one hundred and twenty (120) days or longer exists, the vacancy shall be posted and filled in accordance with 23.01(a), 23.02, 23.03 and 23.04 of this agreement subject to the following:

1. One (1) additional posting shall be required for the position of the Employee transferred as a result of the original posting.
2. When the temporary work becomes redundant, the Employee shall be returned to her former position.
3. If, as a result of the posted vacancy, an individual is hired from outside the existing work force, she shall be considered on casual status upon completion of the temporary work.
4. If the employee who created the original vacancy returns unexpectedly Article 6.06 shall not apply.
5. Should the temporary position subsequently become a permanent position, it shall be posted and filled in accordance with 23.02, 23.03 and 23.04.
6. An Employee occupying a temporary position shall be eligible to apply for another temporary position that would commence thirty (30) calendar days or less prior to the expiry of the temporary position she currently occupies.
7. No temporary vacancy shall exceed one (1) year without the mutual agreement of the Local and the Employer.

23.02 Information on Postings

- (a) Job postings shall include the job title, job status, number of hours for OTFT positions, rate of pay, Facility/Agency location(s), qualifications required and the anticipated date of appointment.
- (b) For informational purposes only, postings shall include such other information as normal hours of work, the number of shifts per rotation for OTFT-RPT and the specific location of the position. It is agreed that such conditions may be subject to change.

Postings shall be placed in conspicuous location(s) in each of the agencies or facilities within the District. The appropriate preferences will be given to applicants in accordance with Article 23.04 herein.

A copy of all postings shall be forwarded to the Secretary of the Local(s) of the Union no later than the day of the posting. All applications for vacancies, promotions and transfers shall be made to such persons as the Employer may designate.

23.03 In all cases of promotion, transfer and filling of vacancies, the following factors shall prevail :

Applicable to Acute Care/Home Care:

- (a) The ability, experience, performance and qualifications of the Employees;
- (b) The seniority of the Employee.

Where ability, experience, performance and qualifications are relatively equal, seniority shall be the deciding factor. The Employee who is the successful applicant shall be provided with unit orientation and training for certifiable skills.

Applicable to Long Term Care:

- (a) The ability, experience, performance, qualifications and seniority of the Employee.
- (b) Where ability, experience, performance, qualifications and seniority are relatively equal, seniority shall be the deciding factor.

23.04 A vacancy which has not been filled in accordance with 24.06 shall be filled in accordance with 23.03 as follows:

- 1) First preference shall be given to applicants from within the facility/agency where the vacancy exists;
- 2) Second preference shall be given to applicants from facilities/agencies within the District - all Employers;
- 3) Third preference shall be given to applicants from the Union's provincial re-employment list subject to Article 24.09 (b).

Upon mutual agreement between the Union and the Employer(s) a vacancy shall be filled as follows:

- 1) First preference shall be given to applicants from facilities/agencies within the District - all Employers;
- 2) Second preference shall be given to applicants from the Union's provincial re-employment list subject to Article 24.09 (b).

In all cases, preference shall be given to applicants from within the bargaining unit.

- 23.05 When the appointment is made, all applicants shall be advised within two (2) weeks, in writing, of the name of the successful applicant. The Local(s) of the Union shall be notified within two (2) weeks of the appointee's name and department and shall be provided with a listing of the names of all SUN members within the District and from the provincial re-employment list who applied for the vacancy.
- 23.06 The successful applicant shall be subject to a trial period as identified in Article 18.02.
- 23.07 When an Employee is promoted from one classification to another the salary of such promoted Employee shall be advanced to that step in the higher rated scale which is the next higher than the Employee's current rate or to the next higher step if the salary increase from the single step is less than the Employee's next normal annual increment.
- 23.08 The effective date of the promotion shall become the new increment date for the purpose of wage progression.
- The rate of pay of an Employee who has been transferred shall not change.
- The Employee's increment date or increment hours for the purpose of wage progression shall be maintained.
- 23.09 When an Employee is demoted, the Employee's increment date shall not change, but the rate of pay shall be reduced to the rate of pay in the new classification which is next below the Employee's present rate of pay.

ARTICLE 24 - LAY-OFF AND RECALL

- 24.01 In the event a staff reduction becomes necessary, through a reduction of work to be done the Employer shall lay off Employee(s) through the abolition of positions(s). The most senior Employee(s), subject to ability and qualifications, shall be retained.
- 24.02 A lay-off shall be defined as:
- a) for a full time Employee, a reduction of the hours of work as set out in 6.01 and 6.27;
 - b) for OTFT-JS or OTFT-RPT Employees, a reduction in the assigned number and/or length of shifts and/or work day(s) as set out in the Letter of Appointment;
 - c) the elimination or abolition of an Employee's position

24.03 The Local of the Union shall be given written notice of impending lay-offs at least fourteen (14) days prior to issuing notice of layoff to any Employees. The Employer and the Local shall meet to discuss the details of the implementation of Article 24.

Permanent positions without permanent incumbents that have been filled on a temporary basis shall be posted and filled on a permanent basis prior to issuing any lay off notice. Where there are vacancies to be posted, the Employer shall advise the Local of such vacancies during discussions of impending lay-offs. Such vacancies shall be posted in accordance with Article 23.01.

Employees subject to lay-off shall be given notice as far as possible in advance in accordance with the Sections 42 and 43 of The Labour Standards Act, and in any case, a minimum of four (4) weeks notice. The effective date of the lay-off shall be specified in the notice.

A copy of the lay-off notice shall be forwarded to the Local of the Union at the same time as issued to an Employee.

The Employer shall advise an Employee of her right to Union representation. A Union representative shall be present if the Employee so desires during discussions concerning lay off.

Notwithstanding the lay-off procedures, the Employer and the Union can modify the procedures to take into account the desire of the parties to minimize the impact of the lay-off or to deal with particular operational considerations.

24.04 Layoff

- a) An Employee who is laid off or displaced by another Employee who has been laid off, shall have her options identified and explained and shall elect one of the following choices:
 - (i) to exercise displacement rights in accordance with Article 24.05 (a);
 - (ii) an Employee may elect, where there is a reduction in hours of work, to accept the reduced hours of work;
 - (iii) to be laid off and placed on recall. The Employee(s) shall be advised to contact the Employment Insurance Commission prior to making a decision.

Except in exceptional circumstances, if an Employee does not make an election within a locally agreed to time period, she will be deemed to be laid off.

- b) Once an Employee has exercised her right under (a) above, she will no longer have any rights or claims to her former position.

Employee(s) awaiting access to scheduled orientation and training for certifiable skills necessary for their selected position shall be offered temporary and/or casual work.

An employee who cannot exercise seniority to maintain her hours of work and accepts a reduction in hours, or displaces into a position that results in a reduction of hours, shall have access to the recall provisions of this Article.

- (c) A laid off Employee who displaces, or is appointed under 24.06, or who applies for and is the successful applicant in a position at a lower classification level, shall maintain her current rate of pay (red-circled) until the rate of pay in her new classification exceeds her red-circled rate. Her increment date for the purpose of wage progression shall be maintained. When applying for vacant positions, red-circling applies only to the initial position.

24.05 Displacement

- a) A laid off or displaced Employee may only displace an Employee in an equal or lower paid classification and only displace Employee in the same pre-existing Agency or Facility, with less seniority, subject to the Employee having ability and qualifications for the position.
- (b) Except in exceptional circumstances, failure by an Employee to exercise her displacement rights within a locally agreed to time period, shall result in her being laid off and placed on recall.
- (c) Employee(s) exercising their displacement rights are subject to a trial period as identified in Article 18.02. Employees who have displaced and subsequently do not complete their trial period may, after notification, be appointed to a temporary position of less than one hundred and twenty (120) calendar days. In the absence of temporary work or posted vacancies for which she makes application, the Employee shall be placed on recall after notice of at least fourteen (14) days.
- (d) An Employee exercising her displacement rights will assume the hours of work of the displaced Employee.

All things being equal, an Employee shall displace the most junior Employee on her selected unit. It is agreed that an Employee may select to displace either an eight (8), ten (10) or twelve (12) hour Employee.
- (e) When an Employee displaces into a position in an equal classification, her increment date for the purpose of wage progression shall be maintained.

- (f) An Employee exercising her displacement rights shall be provided with unit orientation and training for certifiable skills and any other training provided by the Employer in accordance with Article 37 Staff Development.

24.06 Recall

- (a) When an Employee is placed on recall she shall specify full-time and/or other than full-time work she is willing to perform. The Employee may also specify her willingness to be considered for temporary work. The Employee shall specify in addition to any other positions, a position in the same program with the same number of hours as the position held prior to layoff. Unless otherwise specified by the employee, she shall not be recalled to a position greater than seventy five (75) kilometres from her original place of employment. The employee may only change these work designation(s) upon written notification to her Employer.
- (b) An Employee can only be recalled to a position in a classification equal to or lower than the classification she held at the time of her lay-off.
- (c) Employee(s) on the recall list have the responsibility to keep their Employer advised of their current address and telephone number.

When recalling an Employee, the Employer shall deliver the recall notice to the Employee's last known address by commercial courier or registered mail. At the same time, the Employer will attempt to contact the Employee by telephone to expedite the recall process.

The time of delivery of the notice to the Employee's last known address shall be considered to be the time of notification of recall.

Copies of recall notices shall be forwarded to the Local of the Union.

The employer shall confirm the name of the recalled Employees.

- (d) The posting provisions of Article 23 are not applicable when positions are being filled by Employees on recall with the following exceptions:
 - (i) Where new positions are created they shall be posted and filled in accordance with Article 23. It is agreed that new positions are those established by the creation of a new unit or agency of the Employer, or an expansion of existing staffing levels on a unit or in an agency. Vacancies arising from the initial posting shall be subject to recall.
 - ii) in a specific agency identified for exemption. An agency may only be identified for exemption at the request of the Union and with the agreement of the Employer. Such agreement shall not be

unreasonably withheld by the Employer. In such identified agencies, all vacancies shall be posted within the agency with first preference given to those employees employed in the agency prior to the exemption date and who have remained continuously employed in the agency. Any exemption dates previously established shall remain.

Applicable to Long Term Care:

Prior to an Employee on recall or a SUN member on District Recall being awarded a position by direct recall there will be two (2) internal postings (the initial and a subsequent posting) at the facility where the vacancy exists. Employees on lay off shall be recalled to fill a vacant position in an equal or lower classification in order of seniority, subject to the Employee having the qualifications for the position.

An Employee on lay-off shall be notified of all vacancies posted in accordance with Article 23. The notice, with a copy of the job posting attached, shall be sent by regular mail to the last known address of the Employee. It shall be the responsibility of the Employee on lay-off to keep the Employer advised of her current address. If the Employee fails to do so, the Employer shall not be responsible for failure of a notice sent by regular mail to reach the Employee.

(e) When positions are being filled from recall, the position shall be afforded to the most senior employee provided they have the qualifications subject to the following conditions:

- (i) First preference shall be given to Employee(s) on recall from the Facility/Agency where the vacancy exists;
- (ii) Second preference shall be given to employees on recall from all facilities/agencies within the District - all Employers.

Upon mutual agreement of the Union and Employer(s), Article 24.06 (e)(i) above shall not apply and the position shall be offered to employees on recall from all facilities/agencies within the District - all Employers.

When positions have not been filled by Employee(s) on recall, the posting provisions of Article 23 shall apply.

(f) Permanent Positions

Laid off Employees shall be recalled prior to any other Employees being hired, provided that the laid off Employee meets the recall requirements in accordance with Article 24.06 (e).

- (1) Employee(s) who have been laid off shall be returned to service in order of seniority, provided she has the qualifications for the position

required, as employment with the Facility/Agency becomes available. Laid off Employee(s) shall be recalled prior to any other Employee(s) being hired.

- (2) A recalled Employee must indicate her acceptance of the recall within seventy-two (72) hours of being notified and commence work within fourteen (14) days of accepting the position. In extenuating circumstances, the seventy-two (72) hours may be extended.
- (3) An employee may only refuse recall to three (3) permanent positions she had identified in accordance with 24.06 (a) except when she declines a position equivalent to the one she was laid off from. An employee refusing recall to a position equivalent to her original position, shall revert to casual status. In addition, an employee refusing recall to three (3) permanent positions shall revert to casual status.
- (4) An Employee who accepts a recall to work and who fails to report for work at the specified time, shall be considered terminated unless there are extenuating circumstances.

(g) Temporary Positions

Applicable to Acute Care/Home Care:

- (1) Those employee(s) who have indicated a willingness to perform temporary work shall be recalled to such work in accordance with Article 24.06 (e) above. Recall shall apply to temporary positions of a duration longer than ten (10) working days.
 - (2) An Employee recalled to temporary work must indicate her acceptance within forty-eight (48) hours of being notified, and commence work within ten (10) days of accepting the position, or refuse a recall to a position. In extenuating circumstances, the forty-eight (48) hours may be extended.
 - (3) An Employee who accepts recall to temporary work and who fails to report to work at the specified time shall be considered terminated unless there are extenuating circumstances.
 - (4) Employee(s) right to recall to permanent positions, or their employment status, shall not be affected by undertaking or by refusing temporary or casual work.
- (h) Employees exercising their recall rights are subject to a trial period as identified in Article 18.02.

The employee recalled to a position shall be provided with unit orientation and training for certifiable skills.

(i) Casual Work

Applicable to Acute Care/Home Care:

The Employer shall offer casual work to Employees who are laid off, and on facility/agency recall, and who have indicated an availability for casual work before offering work to a casual employee. Orientation and training for certifiable skills shall be provided for the Employee to a maximum of three (3) units or work areas in which she has indicated an availability for casual work and the Employer has determined there is sufficient work available. An Employee not able to secure an adequate number of casual hours through her selected unit(s) shall be afforded orientation and training to an additional unit.

The amount of casual work offered to an employee shall not exceed the hours the employee was guaranteed prior to layoff, in accordance with letters of appointment for OTFT employees, or the employee's full time status.

An Employee being called to work for a casual assignment shall be notified by telephone. It shall be the responsibility of the Employee to keep the Employer advised of her current telephone number. If the Employee fails to do so, the Employer shall not be responsible for failure to notify the Employee of the casual work assignment.

Prior to hiring any new casual Employee(s), the Employer shall offer casual employment to SUN members on the District Recall list.

Applicable to Long Term Care:

Work assignments that would normally have been offered to Other Than Full-Time - Casual Employees (OTFT-CAS), shall not be offered to OTFT-CAS Employees until such time as all Employees on lay off have been offered and refused such work assignment.

Employees on lay off shall be offered casual work assignments as such assignments become available in order of seniority, providing she has the qualifications required for the assignment. The amount of casual work offered to an employee shall not exceed the hours the Employee would have worked had she not been placed on layoff.

An Employee being called to work for a casual work assignment shall be notified by telephone. It shall be the responsibility of the employee to keep the Employer advised of her current telephone number. If the employee fails

to do so, the Employer shall not be responsible for failure to notify the employee of the casual work assignment.

Prior to hiring any new casual employees, the Employer shall offer casual employment to SUN members on the District Recall list.

An Employee on lay off who accepts a casual work assignment shall continue to be eligible to apply for or be appointed to a vacant position.

- (j) An Employee shall remain on recall for four (4) years from the effective date of layoff. Notwithstanding that, those employees laid off between April 1, 1993 and December 31, 1994 who have not secured permanent employment at the expiration of the identified four (4) year period shall remain on recall for one (1) additional year. At the end of an Employee's layoff period, she shall have the option to transfer to OTFT-CAS status.

24.07 Continuation of Benefits

Provisions of Article 15.10 (b) shall apply to an Employee on the lay-off list in the same manner as if she were on a Leave of Absence without pay, except that, time on lay-off shall be considered as time worked for future service increments.

An employee who has been laid off and accepts work from her employer or an affiliate of her employer, within one year from date of layoff, shall resume participation in the benefit plan(s) of which she was a member at the time of layoff. Membership in the plan(s) will continue until December 31 following the date of recall, at which time the employee's ongoing eligibility will be determined in accordance with the terms of the plan(s).

24.08 Temporary Facility/Agency or Unit Closure

Notice of lay-off due to a temporary Facility or unit closure shall specify the expected duration of the temporary closure.

Where an Employee elects not to displace in accordance with Article 24.05 and 24.06 she shall be appointed in accordance with this Article to fill any available position which is vacant. Such an appointment shall not be construed as a violation of Article 23. The term of the appointment shall be the length of closure, and at its conclusion the employee shall be returned to her former position.

Employees shall be offered, in descending order of seniority, subject to ability and qualifications, appointment to available temporary positions. An employee may refuse a temporary appointment without jeopardizing her employment status. Employees appointed to a temporary position, in accordance with this Article, shall receive orientation and training for certifiable skills in accordance with Article 37 Staff Development.

Employees may also elect to utilize vacation or take an unpaid Leave of Absence, for the duration of the temporary closure.

Where an employee elects not to displace, or utilize vacation or take an unpaid Leave of Absence, and there is no position vacant to which she accepts appointment, a lay off shall be effected, the lay off notice which shall specify lay off due to lack of work. The Employee who has been laid off shall be returned to her former position, if such is available, and if not available then in accordance with 24.06. In the event a temporary closure becomes a permanent closure, Employees may exercise their seniority rights in accordance with Article 24.

24.09 Provincial Re-employment List

- (a) Employees on lay-off shall be eligible, upon request, to be placed on the provincial re-employment list.
- (b) Employees on the list shall be eligible to be selected in accordance with Article 23.03 to a vacancy not already filled in accordance with Article 23 and 24 or for casual work. Following consideration of other SUN members employed in the District, SUN members from the provincial re-employment list shall be eligible to be selected prior to an Employer selecting other Employees.
- (c) The provincial re-employment list shall be administered jointly by the Provincial Union/Management Joint Committee Administration of the list shall include the ability to:
 - (1) adjust an Employee's placement on a district recall list to a more appropriate district recall list in accordance with her locality;
 - (2) place an Employee, laid off as a result of a Facility/Agency closure, on an appropriate district recall list relative to her locality;
 - (3) maintain appropriate procedures to inform Employers of the names of the Employees who have indicated their desire to be eligible for selection.
- (d) Acceptance of temporary or casual work shall not affect the Employee's recall rights as defined in Article 24.
- (e) In the event of a dispute arising concerning a selection for a vacancy, Employees on the provincial re-employment list or the Union may launch a grievance at the Facility or Agency at which a vacancy was available. In the event of any other dispute arising from Article 24.09 the Provincial Union/Management Joint Committee may refer the matter to a single arbitrator mutually agreed to by the parties. Should the parties fail within ten

(10) calendar days to agree upon an arbitrator either party shall request the Minister of Labour to appoint the arbitrator.

- (f) Employers and SUN District Councils shall be provided with the current list of employees on the provincial re-employment list quarterly.

ARTICLE 25 - HEALTH DISTRICTS

- 25.01 (a) Employer(s) shall inform the SUN District Council and the Union of discussions concerning the amalgamation of affiliates with a Health District or the merger of or formation of Health Districts.
- (b) Employer(s) shall inform the SUN District Council and the Union within seven (7) calendar days of a change in members of the District Health Board, and the names of the members of the Health District Board and the Chief Executive Officer.
- 25.02 (a) The Employer(s) and the SUN District Council shall establish a District Union Management Committee which shall meet on a quarterly basis or as otherwise mutually determined.
- (b) Employees designated by the SUN District Council, which may include employee(s) of affiliates, to attend meeting(s) with the Employer(s), shall be relieved from duty without loss of pay for travel and meeting time,
- (c) One (1) Union representative from each Local attending District Union Management Committee meetings shall be reimbursed for reasonable travel expenses.

ARTICLE 26 - MERGERS OR TRANSFERS OF SERVICES

26.01 For the purposes of Article 26 the following definitions shall apply:

- Service:** Specific task(s) provided for a client.
- Program:** A combination of services to meet the needs of an identified client group (eg. orthopaedic surgery, early maternity discharge program)
- Department:** A distinct division of the Employer encompassing more than one program, having a function that is designed to meet the needs of an identified client group.
- Transfer:** A transfer shall be the movement of a department(s) or program(s) from one location, Facility or Agency to another where the same department(s) or program(s) were not in existence in the receiving

location, Facility or Agency prior to the transfer. The department(s) or program(s) ceases to exist in the sending location(s), Facility(s) or Agency(s).

Merger: A merger shall be the consolidation of a program(s) or department(s) in one or more location(s), or an expansion of a program(s) or department(s) in one or more location(s), Facility(s) or Agency(s) which may result in a corresponding reduction or loss of positions in a related department(s) or program(s) at different location(s), Facility(s) or Agency(s).

26.02 Where a merger or transfer of department(s) or program(s) within a Facility/Agency will result in a lay-off or the relocation of an Employee's position Article 26.03 (b) shall apply.

The employer and the Local of the Union shall meet and jointly determine implementation of Article 26 as it applies to an internal merger or transfer.

Where a merger or transfer of departments(s) or program(s) between or among two (2) or more Facilities/Agencies will result in a lay-off or the relocation of an Employee's position at one or more of the Facilities/Agencies, the following shall apply:

Employers who are parties to this collective agreement will enter into discussions with other Employers who are involved with the planned mergers and transfers of service.

The Employer(s) shall provide the Union with as much notice, in writing, as possible.

Wherever possible, at least one hundred and twenty (120) calendar days, but in any case a minimum of ninety (90) calendar days prior to the effective date of the merger or transfer of services which affects an Employee(s) the Employers and the Union shall commence discussions and negotiations regarding the implementation of this Article - Mergers and Transfers of Services, Article 19 - Seniority, Article 23 - Vacancies, Promotions or Transfers, Article 24 - Lay-Off and Recall, Article 29 - Technological Change and any other Articles that may be applicable.

26.03 If the Employer(s) and the Union have not been able to agree upon alternate arrangements before the sixtieth (60th) calendar day prior to the effective date of the merger or transfer of program(s), department(s) the Employer(s) may proceed with the merger or transfer. The following provisions of this Article shall apply:

(a) Employees transferring under this agreement shall have their names and seniority added to the seniority list of the new or receiving Facility or in the event of a merger, the seniority lists shall be merged.

- (b) (i) In the event of a transfer, Employees shall have the right to transfer with their program or department to the extent that such positions are available, at the new location or Facility in order of seniority.
- (ii) In the event of a transfer, and a corresponding closure of the sending facility/agency Employee(s) unable to maintain positions at the new location shall have their seniority transferred to the receiving facility/agency. Article 24 shall apply after the transfer of the said Employee(s).
- (iii) In the event of a merger, the seniority lists of the affected program(s) or departments(s) shall be merged. Senior Employee(s) shall be retained subject to ability, experience and qualifications to the extent such positions are available.
- (iv) In any case where there is no reduction in positions or hours of work, and the relocation is within fifty (50) kilometres from the original facility, Employee(s) occupying a permanent position shall relocate. Such Employee(s) who choose not to relocate shall be added to the recall list but may not exercise displacement rights.,
- (v) In the event of a merger and/or a transfer, OTFT-Casual Employees shall have the option of relocating with their service, program or department and/or remaining with their original facility/agency.
- (c) Employees who have exercised their right to relocate under 26.03 (b) shall be credited with all accumulated benefits including, but not limited to, seniority, sick leave credits, vacation entitlement, increment date, etc., identified in this agreement.

The Employer shall notify an Employee(s) within the scope of this Agreement who is unable to relocate in accordance with 26.03 (b) above, and she shall be laid off in accordance with Article 24.

Where another Article of this agreement conflicts with this Article, this Article shall apply .

ARTICLE 27 - FACILITY/AGENCY CLOSURE OR CONVERSION

27.01 In the event of a facility/agency closure or conversion (eg. hospital converting to a health centre), employees affected and the Union shall receive one hundred and twenty (120) days notice prior to the effective date of the closure or conversion.

27.02 (a) If as a result of a facility/agency closure or conversion there is a corresponding expansion of nursing positions within six (6) months in another agency/facility, owned, operated by, or affiliated with the Employer, and where the Union

represents employees, employees may elect to transfer to the identified agency/facility in accordance with 26.03 (b)(i) above;

- (b) Employees laid off as a result of a facility/agency closure or conversion shall be laid off in accordance with Article 24 and in the absence of a District recall list, be placed on an appropriate recall list relative to their locality in accordance with Article 24; and
- (c) Be eligible to be placed on and selected from the provincial re-employment list in accordance with Article 24.

ARTICLE 28 - NEW OR CHANGED CLASSIFICATIONS - NEW POSITIONS

- 28.01 All new classifications or new positions within the scope of this Agreement shall be posted in accordance with Article 23. If there is a dispute between the Employer and the Union as to whether the new or reclassified classification or new position is within or outside of the scope of the bargaining unit, such shall be subject first to negotiation. Failing settlement, the matter may be referred to the' Labour Relations Board for adjudication.
- 28.02 If a new position, job title classification is not included in Schedule "A". Classification and hourly rates of pay, the Employer shall establish the wage structure and then give written notice to the Union of its intent to implement the new position, classification or job title.
- a) If within thirty (30) days of written notice, the Union objects to the wage structure established by the Employer, and through negotiations succeeds in revising the wage structure, the revised wage structure shall be retroactive to the date of implementation of the new position in the bargaining unit.
 - (b) Failing resolution by negotiation, the matter shall be referred to arbitration in accordance with Article 17 - Grievance Procedure. The Arbitration Board's decision shall be effective retroactive to the Employee's date of employment in the new position and shall be final and binding on both parties.
- 28.03 The Employer shall provide to the Local of the Union copies of job descriptions for all job classifications within the scope of the bargaining unit.
- 28.04 If a position is reclassified the incumbent shall remain in the position as reclassified. The incumbent of the reclassified position shall not be subject to a trial period.

ARTICLE 29 - TECHNOLOGICAL CHANGE

29.01 If, as a result of:

- the Employer introducing new equipment; or,
- changes in operating methods; or,
- dissolution of department; or,
- facility/agency closure or conversion.

certain job classifications in the affected area(s) 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. In the event of a facility/agency closure or conversion where more than 20% of employees will no longer be required, the Employer shall provide notice to the Union in accordance with Article 29.01.

- (a) By mutual consent of the Employer and the Union the above time limit 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 Employee(s) will maintain their wage level.
- (d) All new job titles and rate of pay within the scope of this Agreement shall be negotiated in accordance with Article 28.
- (e) 22
/ All new positions created as a result of technological change will be posted under the terms of the Agreement. Any training or retraining required to fill the new position 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.

29.02 Employee(s) who terminate employment as a result of the reasons indicated in this Article shall receive severance pay in the amount: 5 times the number of completed and/or partially completed years of service times the Employee's current daily rate of earnings.

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5 x Number of Completed and/or Partially Completed Years of Service x
Employee's Current Daily Rate of Earnings = Severance Pay

ARTICLE 30 - ORGANIZATIONAL CHANGE

30.01 If as a result of pending organizational change, the Employer establishes planning committees or working groups involving affected employees and management:

- a) Employee representatives shall be selected by the union to be on any planning committee(s) and/or work groups.
- b) Relevant information shall be forwarded to the Union representatives on any planning committee(s) and/or work group(s).
- c) Participation on such planning committee(s) and/or work group(s) shall be with regular pay.

ARTICLE 31- RECOGNITION OF PREVIOUS EXPERIENCE

31.01 General Duty Nurses commencing employment with the Employer during the lifetime of this agreement and who have satisfactorily completed previous experience in the amount as set out below in an institution or agency which required professional nursing staff, shall receive recognition for such previous experience as follows:

A. Full-Time Previous Experience

- a) one (1) year experience or less within the past five (5) years immediately preceding the date of hiring - placement at Step 1;
- b) two (2) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 2;
- c) three (3) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 3;
- d) four (4) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 4;
- e) five (5) years of experience within the past six (6) years immediately preceding the date of employment - placement at Step 5;
- f) six (6) years of experience within the past seven (7) years immediately preceding the date of employment - placement at Step 6.

B. Other Than Full-Time Previous Experience

- a) one thousand nine hundred forty-eight and eight tenths (1,948.8) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 1;
- b) three thousand eight hundred ninety-seven and six tenths (3,897.6) paid hours experience within the past five (5) years immediately preceding date of employment - placement at Step 2;

- c) five thousand eight hundred forty-six and four tenths (5,846.4) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 3;
- d) seven thousand seven hundred ninety-five and two tenths (7,795.2) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 4;
- e) nine thousand seven hundred forty-four (9,744) paid hours experience within the past six (6) years immediately preceding the date of employment - placement at Step 5;
- f) eleven thousand six hundred ninety-two and eight tenths (11,692.8) paid hours experience within the past seven (7) years immediately preceding date of employment - placement at Step 6.

31.02 (a) Employees hired into a classification other than General Duty shall receive recognition for recent experience in an equivalent classification as follows:

- 1 year of such experience - Step 1
- 2 years of such experience - Step 2
- 3 years of such experience - Step 3
- 4 years of such experience - Step 4
- 5 years of such experience - Step 5
- 6 years of such experience - Step 6

(b) Employees hired into a classification other than general duty without experience in an equivalent classification shall be placed on the salary scale in accordance with Article 23.07, after initially placing her on the general duty scale based on her previous experience.

31.03 For the purpose of determining recognition of previous experience, unused annual vacation that is paid out to an Employee on termination shall be considered as time worked.

ARTICLE 32 - RECOGNITION OF EDUCATION

32.01 In addition to the salary set forth in Schedule "A", any Employee who so qualifies shall receive for all paid hours, allowances for education as follows:

* Approved post-graduate course	17¢ per hour
One (1) year University diploma in Nursing	17¢ per hour
Baccalaureate Degree in Nursing	
(i) If a Staff Nurse	21¢ per hour
(ii) If an Assistant Head Nurse or Head Nurse	45¢ per hour

Masters Degree in Nursing

(i) If an Assistant Head Nurse or Head Nurse

64¢ per hour

* Approved post-graduate course shall mean:

- (a) A nursing course of three (3) months or longer duration (including Nursing Management Course and Midwifery II), Employee(s) with Midwifery II who are assigned to obstetrical duties will receive the additional stipend.
- (b) One of the following Nursing courses or an equivalent Nursing course which carries University credit, recognized by the University of Saskatchewan College of Nursing or another accredited Nursing College/faculty:

Core concepts for Nursing Practice
Health Assessment
Teaching - Learning Process in Nursing
Foundations of Nursing Research
Issues in Professional Nursing
Professional Nursing Practice
Management for Nurses
Community Health Nursing: Theory and Practice
Senior Nursing Practicum

The titles of Nursing courses may change from time to time.
Additions and deletions to the list may be necessary.

Employees receiving an allowance for recognition of other courses prior to June 24, 1993 will continue to receive this allowance for all paid hours,

- 32.02 The allowances for a clinical course and for the course in Nursing Unit Administration are payable only when the course is applicable to the position held by the Employee.
- 32.03 Allowances for education are not cumulative and an Employee shall be paid only for the highest qualifications attained.
- 32.04 Allowances for Education as established in the Article shall commence only after successful completion of the probationary period as set forth in Article 18.

ARTICLE 33 - EMPLOYEES ON "OTHER THAN FULL-TIME STATUS"

- 33.01 Employees on other than full-time (OTFT) status shall mean those who work less than the normal full-time hours of work as set out in Article 6.01 of this Agreement.

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Each OTFT Employee shall, upon employment, be identified under at least one of the following work arrangements as determined by the Employer: "Other Than Full-Time - Regular Part-Time (OTFT-RPT)", "Other Than Full-Time - Job Sharing (OTFT-JS)", "Other Than Full-Time - Casual (OTFT-CAS)".

33.02 OTFT-RPT shall mean an OTFT Employee who works on a regular and continuing scheduled basis.

Applicable to Home Care:

OTFT-RPT shall mean an OTFT Employee who:

- (i) works on a regular and continuing scheduled basis; or
- (ii) is assigned work based on client needs, and who has primary responsibility for a nursing case load in a specific geographic area to be designated.

17/1 33.03 OTFT-JS shall mean one (1) of no more than three (3) Employees who share a full-time position.

Applicable to Home Care:

OTFT-JS shall mean one (1) of no more than two (2) Employees who share a full time position.

33.04 OTFT-CAS shall mean an OTFT Employee who works on a call-in basis and who does not appear on the schedule on a regular and continuing basis except, casual Employees shall only appear on the schedule on a regular and continuing basis for the purpose of:

- (1) Replacement for illness and WCB of less than 120 days;
- (2) Vacation replacement;
- (3) Statutory Holiday replacement;
- (4) Leave of Absence of less than 120 days;
- (5) Temporary excess work load.

33.05 All OTFT-RPT and OTFT-JS shall be confirmed in writing by a Letter of Appointment. The Letter shall contain the following information in accordance with the Pro Forma Letter of Appointment appended to this Agreement.

- (1) Job Status.

- (2) Number of hours and shifts per rotation;

Applicable to Home Care:

Hours per month or, in a geographical region, hours per month averaged over a three (3) month period.

- (3) After discussion with the Employee, references to her availability for casual work.

- 33.06 Notwithstanding Article 33.01, when the Employer utilizes casual Employees to the extent that casual hours, on an identified ward or unit, or in a geographic location, equal OTFT-RPT, OTFT-JS, or a full-time position in accordance with Article 6 (and Article 33) for a period in excess of one hundred and twenty (120) days, and it is reasonable to expect the work to continue, the Employer shall post and fill the position in accordance with Article 23.

33.07 Applicable to Home Care

An OTFT Employee reporting for work shall receive a minimum payment of two (2) hours at their regular rate of pay. Wherever practical, the Employer will consolidate work into shifts of four or more hours.

- 33.08 Employee(s) on OTFT status shall be entitled to all other benefits of this Agreement (subject to Pension and Group Insurance provisions) on a pro rata basis in direct relation to their paid hours as compared with that of a full-time employee (a year being 1948.8 paid hours).
- 33.09 Employee(s) on OTFT status shall be aware that in the course of their regular duties, they may be required to work various shifts throughout the twenty-four (24) hours of the day and seven (7) days of the week and three hundred and sixty-five (365) days of the year.

However, the above shall not preclude an Employee from being assigned to a specific shift if circumstances so warrant.

33.10 Applicable to Home Care

An Employee's hours of work shall be confined within a twelve (12) hour period in any one (1) day beginning with the start of the shift, however, an Employee may be required to report for duty on different occasions in such twelve (12) hour period.

- 33.11 Any OTFT Employee, who received less than one (1) hour's notice prior to the commencement of the shift, may, by mutual agreement, subject to the required staffing patterns of the Facility/Agency, be allowed to work a full shift.

- 33.12 In the event an OTFT Employee is not called by the Employer or does not work for the Facility/Agency for a period of two hundred and seventy-four (274) calendar days as computed from her last shift of work, exclusive of approved leaves of absence, the Employee shall be considered terminated.
- 33.13 Casual hours shall be offered to Employees working casual, based on unit procedures developed by the Employer in consultation with the Local. Employees shall mean OTFT-CAS and OTFF-JS, OTFT-RPT and Employees on recall who have indicated a willingness to work casual hours.
- 33.14 The employer shall endeavour to communicate the availability of casual work within the District prior to hiring new employees.

ARTICLE 34 - TEMPORARY LICENCE TO PRACTICE NURSING

- 34.01 A Graduate Nurse or a Graduate psychiatric nurse who has been issued a temporary license shall receive the Graduate Nurse (Unregistered) rate as per Schedule "A".
- 34.02 (a) A Graduate Nurse or Graduate Psychiatric Nurse with a temporary license who becomes registered within the first eight (8) months of employment shall have her rate of pay adjusted to Step 1 of the General Duty Nurse rate as per Schedule "A".
- (b) This adjustment shall be retroactive to the date of successful writing of the exam or the date of hire, whichever is most recent.
- (c) The date of employment shall be retained as the increment date.
- 34.03 Upon the written request of an Employee, the Employer shall grant leave of absence from duty without pay in order for the Employee to study for and/or write the professional registration examination.' The Employee shall receive at least sixteen (16) hours clear time off duty prior to writing the examination.

ARTICLE 35 - LICENSE TO PRACTICE

- 35.01 It shall be the sole responsibility of the Employee to be registered with her professional association and to maintain a current licence to practice nursing and/or psychiatric nursing in Saskatchewan.

ARTICLE 36 - UNION MANAGEMENT COMMITTEE

- 6/1 36.01 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 Facility/Agency.

- (a) The Committee shall be composed of representatives of the Facility/Agency and the Union,
- (b) The Committee shall meet as and when required upon request of either party, within seven (7) days. The time of such meeting(s) shall be mutually determined.
- (c) Either party shall inform the other party, prior to the meeting, of matters that they wish to discuss and of the names of the persons attending.
- (d) Employees who attend committee meetings shall be released from duty without loss of pay.

36.02 A Joint Committee of the Employers' Bargaining Agent (SAHO) and the Union shall be established to deal with matters of mutual concern as may arise from time to time:

- (a) the Committee shall be composed of an equal number of representatives of the Association and the Union;
- (b) the Committee shall meet as and when required but in any event within ten (10) days (excluding Saturday, Sunday and Statutory Holidays) on the request of either party;
- (c) the Committee shall meet at least quarterly.

ARTICLE 37 - STAFF DEVELOPMENT

37.01 The Employer shall provide in a suitable location such reference materials as may be required in relation to maintaining up-to-date knowledge of client care.

37.02 When the Employer requires that an Employee attend any educational program, such attendance shall be with pay and all registration or tuition fees and expenses related to the program shall be paid by the Employer.

37.03 In recognition of the mutual value of furthering education the Employer shall issue and make available to the Union a statement of its policy in respect to leave of absence and any other assistance which it may make available to Employee(s) who desire to seek leave:

- (a) for formal educational purposes;
- (b) for professional development workshops.

- 37.04 (a) The Employer shall provide during regular hours of work a planned and paid orientation program for up to four (4) weeks or one hundred and fifty two (152) working hours for newly hired Employees, and as required, supernumerary to regular staff complement. Orientation programs shall include such essential information as nursing practices and procedures for the unit, fire and disaster plans, location of supplies and equipment, and training for any certifiable skills necessary for the Employee(s) to competently carry out their duties prior to assuming those duties.
- (b) An Employee who acquires a new position shall be provided with orientation and training for certifiable skills that are necessary for the Employee to do the assigned duties. If there are no qualified Employees on the recall list the Employer shall provide in-house training as required, to Employees prior to hiring a new Employee.
- 37.05 The Employer shall provide, on a continuing basis, and during the normal hours of work, a program of professional nursing in-service education for Nurse(s).
- 37.06 The Employer shall:
- (a) identify emergency treatments, IV's and drugs an Employee may administer in the absence of a physician, special nursing procedures and the procedures that require transfer of function from medicine to nursing;
- (b) establish policies and guidelines that would assist the Employee in performing these procedures.

ARTICLE 38 - PERSONAL PROPERTY DAMAGE

- 38.01 An Employee's personal property loss or damage by the action of a client shall be replaced or repaired at the expense of the Employer to a maximum of \$500.00, subject to integration with 100% coverage by the 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.

ARTICLE 39 - PERSONNEL FILE

- 39.01 (a) The Employer agrees to advise and discuss with the Employee in question any report concerning the Employee's performance or conduct while employed with the Employer prior to such being filed in the Employee's personnel file. The Employee shall be given opportunity to read the report and shall be required to sign an acknowledgment of being given the opportunity to read and discuss the report, The Employee's signature shall not be construed as her acceptance of the content of the report. An Employee shall have the right to respond in writing within fourteen (14) days of having discussed the report with the Employer and that reply shall be placed in her personnel file.

(b) An Employee shall be given a copy of her performance appraisal.

- 39.02 An Employee shall be allowed access to her personnel file to review any document therein pertaining to work performance or conduct, except references from previous Employers, by making prior arrangements with the Employer designate. Any Employee may review her personnel file upon termination.
- 39.03 After three (3) years an adverse report, excluding references from previous Employers, shall be removed from the Employee's file. If a report or appraisal is dated more than three (3) years but has not yet been removed from the Employee's file, such shall not be used in any action against the Employee.
- 39.04 An Employee who is fully exonerated through recourse to the grievance procedure shall have all reference to the suspension or discharge removed from her personnel file.

ARTICLE 40 - FLOAT ORIENTATION

- 40.01 The Union acknowledges the right of the Employer to direct the working force as referred to in Article 3 (Management Rights) and that it may be necessary to float or move nursing personnel for temporary replacement for Facility/Agency requirements. During the lifetime of this Agreement the Employer shall identify all work areas that have fluctuations in work load that may require Employee(s) to be floated in or out of the area.
- 40.02 Wherever possible, Employee(s) will not be assigned to "float" to other work areas with which they are unfamiliar. The Employer shall endeavour to establish a means for paid orientation of Employee(s) so assigned.
- 40.03 Employee(s) who are floated to other work areas shall not be placed in charge or given charge responsibilities on the ward or unit if there is another qualified Registered Nurse available and working on that unit.

ARTICLE 41- NO STRIKES - NO LOCKOUTS

- 41.01 While this Agreement is in force there shall be no strike, slow down or stoppage of work on the part of any Employee represented by the Union nor shall the Employer cause or direct a lockout of its Employees.

ARTICLE 42 - COURT/JURY DUTY

- 42.01 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 so serving. Any money paid to the Employee for such court attendance shall be turned in to the Employer.

42.02 In the event that the Employee acts as a witness for the Employer in matters arising out of employment, the Employee shall not lose regular salary or day(s) off while so serving.

ARTICLE 43 - PORTABILITY OF BENEFITS

43.01 (1) Any Employee who terminates from one Employer and was represented by the Union prior to such termination and who commences employment within one hundred and twenty (120) days at another Employer where the Union represents Employees, or with the same Employer, shall transfer: seniority, unused sick leave credits earned in the past twenty-four (24) month period, most recent vacation accrual rate and salary step. Determination of salary shall be in accordance with Article 23.07, 23.08 or 23.09.

An Employee re-employed within one hundred and twenty (120) days shall have a new increment date established to coincide with the first day of work.

(2) Any Employee who relocates within a District pursuant to the terms of this Agreement shall transfer seniority, unused sick leave credits, vacation credits, most recent vacation accrual rate, salary step, and increment date. Employees with eligibility for sick leave payout and long service leave shall retain those rights and benefits.

(3) Any Employee who is re-employed within three (3) years, in a different District as a result of the provincial re-employment list, shall transfer seniority, unused sick leave credits, most recent vacation accrual rate and salary step.

ARTICLE 44 - HEALTH & WELFARE PLANS

44.01 Reporting to the SAHO Board of Directors as a standing committee of the Board, the Employee Benefit Plans Committee shall be responsible for advising and making recommendations to the Board on all matters affecting SAHO's mandate in the area of Employee Benefit Plans or as otherwise determined by the SAHO Board.

The Committee shall have equal representation from the Unions and the Employers up to a total of ten (10) representatives.

The Committee shall have access to all actuarial reports and other information as determined by *The Pension Benefits Act* concerning the benefits plans (LTD and Pension).

44.02 The Unions' representatives shall be named by the Unions.

44.03 The Employers' representatives shall be named by SAHO.

- 44.04 The Committee shall be chaired by a representative named by the SAHO Board.
- 44.05 Expenses for the Employee Benefit Plan Committee meetings shall be the responsibility of the Plans.

ARTICLE 45 - EMPLOYEE BENEFITS

45.01 Annual Statement

Annually, the Employer and SAHO shall provide each member of the Plan with an Employee's Benefit Statement.

Such statement shall outline:

- (a) Premiums paid by the Employee;
- (b) Coverage under benefit entitlement with regard to Group Insurance, Long Term Disability, Dental, and Pension;
- (c) (i) Projected pension at age 65;
(ii) Projected pension at earliest retirement without penalty;
(iii) Value of pre-retirement death benefit.

45.02 Any Employee who is granted an approved leave of absence may continue her benefit entitlement in accordance with the terms of the Plans.

45.03 A member may assign in writing a representative of her Union to assist her with any benefit problems and such representative shall have access to all information relevant to the Employee's claim for benefits,

ARTICLE 46 - PENSION PLAN

46.01 The Saskatchewan Association of Health Organizations Pension Plan shall be available to Employee(s) working,

ARTICLE 47 - RETIREMENT

47.01 The Union recognizes it is the right of the Employer to determine the normal retirement age of its employees, subject to the following general conditions:

1. The stated retirement age shall be as specified in the pension plan applicable to the Employee.

2. An Employee shall have the right to take early retirement as specified in the pension plan applicable to the Employee.
3. An Employee shall have the right to request an extension to her employment beyond retirement age.
4. An Employee wishing an extension to her employment beyond retirement age shall submit a written request to the Employer at least three (3) months prior to her attaining retirement age.

ARTICLE 48 - GROUP LIFE INSURANCE

- 48.01 The Employer will pay for the first seven thousand (\$7,000.00) dollars coverage for an Employee covered under the Group Life Insurance Policy as carried by the Saskatchewan Association of Health Organizations.

ARTICLE 49 - DENTAL PLAN

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

ARTICLE 50 - LONG TERM DISABILITY PLAN

50.01 Joint Funding

A Long Term Disability Plan (LTD) shall be provided whereby the total cost of the plan shall not exceed one point five percent (1.5%) of regular payroll and the Employer's premium cost shall not exceed point seven five percent (0.75%).

Effective October 1, 1997, the Plan will be funded fifty percent (50%) by the Employer and fifty percent (50%) by the employees whereby the total cost of the Plan shall not exceed one point six eight percent (1.68%) of regular payroll and the Employer's premium cost shall not exceed point eight four percent (0.84%).

50.02 Administration

The Long Term Disability Plan (LTD) shall be administered by the Saskatchewan Association of Health Organizations in accordance with the terms of the Plan.

50.03 Terms of Plan

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

1. 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. Such sick leave credits shall be used for periods of disability lasting up to 119 calendar days or until the Employee’s sick leave has been exhausted.
2. For periods of disability which continue past the 119th calendar day, the Employee will receive a monthly disability benefit equal to 60% of her pre-disability earnings. For disabilities that occur on or after October 1, 1997, the monthly disability benefit will be equal to sixty-five percent (65%) of her pre-disability earnings. This benefit will be paid in accordance with the definition of disability, The benefit will continue until recovery, age sixty-five (65) or death whichever occurs first.
3. Disability will be defined as the inability to perform the duties of her own occupation during the first twenty-four (24) months. Thereafter, and until age sixty-five (65), the Employee will be considered disabled if she is unable to perform any occupation for which she is suited by reason of education, training or experience.
4. **Benefits will be reduced by:**

Canada Pension Plan benefits. The Employee may be entitled to receive CPP disability benefits and all disabled employees shall apply for this benefit. An application form is available from your employer or the local CPP office.

Workers’ Compensation benefits.

Earnings from any other source of employment except those received under an approved rehabilitation program or benefits payable under Article 16.05.

Retirement or Disability benefits provided by an Employer or a government.
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 in 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 claim attributable to a mental illness will be treated as a claim for any other illness. A claim attributable to a mental illness will be paid according to the terms of the Plan.
7. **Benefits will not be paid for:**

Disability caused by intentional self-inflicted injuries or illness.

Disability due to injury resulting from insurrection, war, service in the armed forces or participation in a riot.

Disability during the first year of plan membership which results from an injury or illness for which the Employee had received medical treatment during the 6 months prior to becoming a member of the plan.

Disability for which the Employee is not under the regular care of a physician.

8. 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.
9. Pension benefits regarding years of service will continue to accrue during disability as though the Employee were still fully employed.
10. Effective October 1, 1997 an OTFT casual employee's eligibility to participate and continue to participate in the LTD Plan will be determined as follows:
 - a) after she has completed a minimum twenty-six (26) consecutive weeks of employment from her date of hire and worked at least three hundred and ninety (390) hours during that period; and
 - b) thereafter, after she has completed one (1) calendar year (January 1 - December 31) of employment she will be measured at the end of each calendar year and must work at least seven hundred and eighty (780) hours in each calendar year to continue participating in the plan.

ARTICLE 51- NORTHERN ALLOWANCE

51.01 In addition to other pay and allowance provided for in this Agreement, Employee(s) shall receive a monthly Northern Allowance as follows:

<u>Northern allowance</u>	<u>Effective April 1, 1996</u>
Lac La Ronge	\$ 66.55
Ile a la Crosse	\$200.00 ✓
LaLoche	\$211.75
Uranium City	
- Hospital Housing	\$256.52
- Employees Housing	\$400.00 ✓

In addition to the above allowance Employee(s) shall receive any increase in the Monthly Northern Allowance in accordance with the SGEU and PSC rates.

ARTICLE 52 - NURSING ADVISORY COMMITTEE

52.01 At either party's request a Nursing Advisory Committee (NAC) in each facility/agency shall be established to review and make recommendations relative to client care including staffing for nursing practice based on client needs and other matters of mutual concern. It is understood that matters expressly provided for in the Collective Agreement shall not be deemed appropriate subjects for discussion by the Committee.

52.02 The Employer shall not penalize, harass or discipline an Employee who submits a SUN Work Situation Report, and a Union representative shall, at the Employee's request, be present during discussions with the Employee regarding SUN Work Situation Reports.

52.03 The Committee shall be composed of:

- (i) Base Hospital: Six (6) members to be appointed by SUN.
- (ii) Regional Hospital: Four (4) members to be appointed by SUN.
- (iii) All other Facilities/Agencies: Two (2) members to be appointed by SUN.
- (iv) Representatives appointed by the Employer: The number of whom shall not exceed the number of SUN representatives.

In addition the parties shall have the right to have a representative from the Saskatchewan Union of Nurses and/or the Employer's bargaining agent in attendance.

52.04 The chair of the Committee shall alternate between the parties.

52.05 Agendas shall be circulated prior to each meeting, but this shall not restrict the right to raise issues without prior agenda notice.

52.06 Minutes of Committee meetings shall be taken, circulated and approved at the next NAC meeting.

52.07 Unresolved items from previous meetings of the Committee shall be highlighted and reviewed at the Committee's next meeting.

52.08 Where an item(s) is specific to one ward or unit, it shall be discussed with the out-of-scope supervisor of the ward or unit and will be brought forward to the NAC if not resolved.

- 52.09 The Committee's regular meeting shall be held not more than once per month except where SUN Work Situation Reports are filed and not resolved at the ward or unit level the Committee shall meet within ten (10) calendar days of notice being given by either party.
- 52.10 In the event that an item(s) remains unresolved after three (3) meetings of the Committee, either party may request and shall have the right to present the item(s) to the Board of the Employer.
- 52.11 The Board of Directors shall reply to the Committee in writing within thirty (30) days except when the Board is in recess, specifying the action(s) it is prepared to take in respect of the item(s) referred to it.
- 52.12 Employee(s) who are required to attend NAC meetings and/or meetings of the Board shall be released from duty with no loss of pay.
- 52.13 (a) Policies and Procedures
Committee members shall have access to all policies and procedures affecting nursing practice.
- (b) Resolved Work Situation Reports
The resolved SUN Work Situation Reports shall be filed with the NAC for information purposes.
- 52.14 Where a facility/agency utilizes a patient classification/workload index system, the members of the NAC shall:
- (a) be oriented to the system;
- (b) receive relevant summary reports for nursing units using the system.
- 52.15 Where in the opinion of SUN, the reply from the Board of Directors is unsatisfactory, the items related to work load may be referred by SUN to an Independent Assessment Committee (IAC) within fifteen (15) days of the reply of the Board.
- 52.16 The IAC shall be composed of three (3) Registered Nurse(s) and/or Registered Psychiatric Nurse(s), one (1) of whom shall be appointed by SUN and one (1) of whom shall be appointed by the Employer. The third Registered Nurse and/or Registered Psychiatric Nurse shall chair the IAC and shall be selected from a list agreed to by the parties of Nurses well respected within the profession.
- 52.17 A meeting of the IAC to investigate and make what findings are appropriate in the circumstances shall be held within fourteen (14) days of the Committee's appointment. Such findings shall be reported to the parties in writing.

- 52.18 Each party shall bear the cost of its own appointees to the IAC and shall jointly be., the cost of the chair.
- 52.19 Employees required to attend IAC meetings shall be granted union leave on one (1) week's notice and with pay as per Article 15.11.

ARTICLE 53 - OCCUPATIONAL HEALTH AND SAFETY

- 53.01 The Employer and the Union endorse the principle of worker occupational health and safety and shall continue to enhance safety measures.

The Employer shall make reasonable provisions for the safety and health of Employee(s) during their hours of employment. It is mutually agreed that both the Employer and the Union shall co-operate to the fullest extent possible toward the prevention of accidents and in reasonable promotion of safety and health.

- 53.02 An Occupational Health and Safety Committee as provided for under the *Occupational Health and Safety, Act*, or as such Act may be amended from time to time, shall be implemented.

On agreement of the parties, in addition to a site based Occupational Health and Safety Committee a District wide Occupational Health and Safety Committee shall be implemented. Employees(s) attending district wide committee meeting(s) shall be released from duty without loss of pay for travel and meeting time.

- 53.03 An Employee or a group of employees who have a health or safety concern shall endeavour to resolve that concern by first referring the concern to the immediate supervisor or officer responsible for safety.

- 53.04 Any time lost as a result of immunization shall not result in loss of pay or reduction of the Employee's sick leave credits. The Employer agrees to provide immunizations as required for Health Care workers in accordance with the Canadian Immunization Guide and the Centre for Disease Control.

- 53.05 An Employee who has reasonable grounds to believe she may be physically endangered when attending a client shall not be required to attend that client. When an incident demonstrates that client's behaviour may constitute a risk to the safety of another client or staff member, a meeting shall be convened within twenty-four (24) hours, or as soon as possible thereafter, to consider and implement alternative options for care delivery to ensure the safety of the Employee(s) and other client(s).

- 53.06 The Employer agrees to implement policies and procedures that comply with the "Universal Precautions".

- 53.07 The Employer shall ensure mechanisms are in place for the safety of employees that are required to work alone.

53.08 Protective clothing and equipment required by the Occupational Health and Safety Regulations shall be provided at no cost to the employee.

ARTICLE 54 - TERMS OF AGREEMENT

54.01 This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after April 1, 1996 up to and including-March 31, 1999, and from year to year thereafter, unless notification to amend be given in writing.

54.02 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 renegotiate this agreement or revisions thereof.

54.03 Notwithstanding the above, this agreement shall be deemed to remain in effect beyond the expiry date stated in the foregoing during such period of negotiations as may be required to conclude a new agreement.

ARTICLE 55 - SALARY AND INCREMENTS

55.01 The salary scale for Employee(s) shall be set out hereinafter in Schedule "A".

55.02 Salaries shall be paid by the calendar month, semi-monthly, or bi-weekly as has been the custom of the Facility/Agency and may be changed by mutual agreement between the Employer and the Union.

55.03 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.

55.04 Except in emergency situations, Employee(s) who are paid by cheque will be able to receive their cheque anytime during the normal operating hours of the business office on the pay day.

55.05 An Employee's anniversary of their employment date shall be their increment date for the purpose of wage progression and the Employee shall be eligible for increments as specified in Schedule "A".

55.06 Employee(s) on OTFT status shall be eligible for increments as follows:

- (a) Employee(s) placed at Step 1 in accordance with Article 31.01 (b) shall remain at such rate for 1948.8 regular hours or twelve (12) months whichever is the later and then shall be eligible to move to Step 2 of the salary scale; and thereafter, shall be eligible for increments in accordance with Article 55.06(b).

- (b) (i)** Employee(s) on Step 2 or higher of the salary scale on completion of 974.4 regular hours or one (1) year whichever occurs later, shall receive one-half (1/2) of the increment to the next Step. On completion of a further 974.4 regular hours (i.e., a total of 1948.8 hours) the Employee shall receive the full Step rate.
- (ii) Thereafter, advancement through further Steps of the scale shall be in accordance with the procedure outlined in (i) above.

NEW PROVISIONS

Unless otherwise stated, the terms and conditions of the Collective Agreement are effective the date of signing the Collective Agreement.

SCHEDULE "A" - Hourly Rates

April 1, 1996										
Classification	Step 1	Step 2	Step 2.5	Step 3	Step 3.5	Step 4	Step 4.5	Step 5	Step 5.5	Step 6
Graduate Nurse (Unregistered)	16.35									
General Duty Nurse	B.R. 18.34	19.13	19.530	19.95	20.370	20.78	21.060	21.36	21.640	21.90
Assistant Head Nurse	19.53	20.35	20.760	21.18	21.610	22.06	22.350	22.63	22.920	23.20
Nursing Unit Coordinator	20.32	21.15	21.580	22.00	22.450	22.89	23.190	23.47	23.750	24.03
Head Nurse*	20.84	21.67	22.110	22.55	23.000	23.44	23.730	24.02	24.300	24.58
April 1, 1998										
Graduate Nurse (Unregistered)	16.51									
General Duty Nurse	B.R. 18.52	19.32	19.735	20.15	20.570	20.99	21.280	21.57	21.845	22.12
Assistant Head Nurse	19.73	20.55	20.970	21.39	21.835	22.28	22.570	22.86	23.145	23.43
Nursing Unit Coordinator	20.52	21.36	21.790	22.22	22.670	23.12	23.410	23.70	23.985	24.27
Head Nurse	21.05	21.89	22.335	22.78	23.225	23.67	23.965	24.26	24.545	24.83
March 31, 1999 (23:59:59 hours)										
Graduate Nurse (Unregistered)	16.68									
General Duty Nurse	B.R. 18.71	19.51	19.930	20.35	20.775	21.20	21.495	21.79	22.065	22.34
Assistant Head Nurse	19.93	20.76	21.180	21.60	22.050	22.50	22.795	23.09	23.375	23.66
Nursing Unit Coordinator	20.73	21.57	22.005	22.44	22.895	23.35	23.645	23.94	24.225	24.51
Head Nurse	21.26	22.11	22.560	23.01	23.460	23.91	24.205	24.50	24.790	25.08

*On a Without Prejudice Basis, a nurse employed in an advanced practice role similar to the position of Primary Care Nurse at Beechy, shall be placed at the Head Nurse rate of pay, Schedule A, until such time as the classification system is revised. Upon completion of the classification review, the appropriate rate of pay shall be established for nurses in advanced practice roles.

SUN-SAHO PRO FORMA LETTER OF APPOINTMENT
Pursuant to Article 33.05

NAME OF FACILITY: _____

UNIT: _____

EMPLOYEE NAME: _____

1) STATUS: OTFT-RPT _____ OTFT-JS _____

2) YOUR HOURS OF WORK CONSIST OF _____ HOURS

COMPRISED OF _____ SHIFTS OF _____ HOURS

AND _____ SHIFTS OF _____ HOURS

IN A _____ WEEK ROTATION

3) I AM AVAILABLE FOR ADDITIONAL CASUAL WORK: YES N O -

DATE _____

SIGNATURE OF EMPLOYEE

SIGNATURE OF EMPLOYER

- Distribution:**
1. **Employee**
 2. **File**
 3. **Supervisor**
 4. **Local Union**

SUN-SAHO PRO FORMA LETTER OF APPOINTMENT
Pursuant to Article 33.05
Applicable to Home Care

NAME: _____

GEOGRAPHIC AREA: _____

1) _____ OTFT - RPT

Your hours of work consist of _____ hours per month.

_____ Your assignment will be based on client needs in your assigned geographic area of which you have the primary responsibility for a nursing case load and will be no less than _____ hour(s) per month averaged over a three (3) month period.

2) _____ OTFT - JS

_____ Your hours of work consist of _____ hours per month.

3) _____ This is a temporary position of approximately _____ weeks. This Letter of Appointment will no longer apply at the completion of this temporary position in accordance with Article 23.01 (b).

4) _____ I will be willing to accept additional work on a casual call-in basis.

EMPLOYER _____

TITLE _____

EMPLOYEE _____

DATE _____

- Distribution:**
- 1. Employee**
 - 2. File**
 - 3. Supervisor**
 - 4. Local Union**

SUN-WI-IO PRO FORMA LETTER

Re: "Shift Option(s)"

The Employer and the Local of the Union have agreed, pursuant to Articles 6.27 and 6.28 of the Collective Agreement, to implement the shift option(s) indicated below on the unit(s) identified below;

UNIT

OPTION

**SIGNED ON BEHALF OF THE
EMPLOYER**

**SIGNED ON BEHALF OF THE SUN
LOCAL**

DATE: _____

THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 21ST DAY OF APRIL, 1997.

SIGNED ON BEHALF OF THOSE FACILITIES/AGENCIES WHO AUTHORIZED THE SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS CENTRAL BARGAINING COMMITTEE TO NEGOTIATE ON THEIR BEHALF AND THE SASKATCHEWAN UNION OF NURSES ON BEHALF OF ITS MEMBERS.

DATED THIS 21st DAY OF April, 1997.

SIGNED ON BEHALF OF:
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS
BARGAINING COMMITTEE

Geneva Bruce

Keith Buehler

Lana Clark

Cheryl Craig

Cheryl James

Jill Johnson

Diane Palmer

Norma Reynolds

Lisa Taylor

Margery Unterschute

Joan Zimmer

Marian Currie

Wayne Sakires

SIGNED ON BEHALF OF:
SASKATCHEWAN UNION OF NURSES
BARGAINING COMMITTEE

Fred Bordas

Levern Carriere

Jean Dierker

Adele Eikel

Darcy Hryn

Linda McKinnon

Janice Murdock

Donna Ottenson

Nancy Styles

Beverly Crossman

Garth Robson

Judy Junor

LETTER OF UNDERSTANDING #1

Re: "Contracting Out"

1. Should contracting out work of the bargaining unit occur, the Employer agrees that all full-time and OTFT-RPT and JS employees within the bargaining unit with more than 5846.40 hours of seniority shall be retained.
2. Affected employees shall have access to the provisions of Article 24 Lay-off and Recall.
3. This Letter of Understanding shall expire coincident with the Collective Agreement unless agreed otherwise.

LETTER OF UNDERSTANDING #2

Re: "Accumulation of Benefits"

Effective April 01, 1998, employees who work in more than one location within the Health District shall accrue and access benefits (i.e. sick leave, seniority, increments, vacation time and vacation pay) and access to the Health and Welfare Plans (i.e. Pension, Long Term Disability, Dental and Group Life) as if she worked at a single location for all paid hours.

An employee working in the same classification shall be placed at the highest rate of pay she has achieved in the Health District. Paid hours accumulated at the highest rate of pay shall be retained for the purpose of increments.

LETTER OF UNDERSTANDING #3

Re: "Local Letters of Understanding"

Either party may serve notice on the other to negotiate specific Local Agreements and negotiate and conclude such Letters of Understanding within six (6) months of signing a Provincial Memorandum of Agreement. Such Local Agreements shall be retroactive.

Notwithstanding the foregoing, the Collective Agreement as negotiated provincially shall be effective April 01, 1996 and all monetary and other benefits (including retroactivity) shall be paid on the specified date, whether or not a local agreement has been concluded.

Effective one hundred and twenty (120) days after the signing of the Collective Agreement

LETTER OF UNDERSTANDING #4

Re: "Hours of Work"

1. This Letter of Understanding is applicable to those employees covered by the SUN/SAHO Collective Agreement.
2. This Letter of Understanding shall only apply to those employees who work in more than one pre-existing facility/agency within a District.
3. It is agreed that when an employee has worked more than the full time hours of work identified in the Collective Agreement the overtime provisions of the Collective Agreement will apply for all hours worked in excess of the full time hours of work. This shall apply regardless of the length of shifts in the facility/agency.
4. If an employee has a full-time position in one facility/agency and also any OTFT position in another facility/agency, the employee shall choose which position(s) the employee wishes to retain and the vacated hours shall be filled in accordance with the collective agreement.
5. If an employee has more than one OTFT position in different facilities/agencies, the employee shall choose which position(s) shall be retained unchanged and which position(s) shall have the hours reduced. The applicable Letters of Appointment shall be correspondingly amended such that the total hours of work of the employee shall not exceed the full time hours of work. Filling of the vacated hours shall be in accordance with the collective agreement.
6. An employee, who as a result of choosing position(s) as in 4 and 5 above, and forfeits a position at one facility/agency, may at her request retain the right to facility/agency preference for posted vacancies. The employee shall notify the employer of this preference when applying for vacancies.
7. An employee working full time in one facility/agency, who is no longer able to work casual hours in another facility/agency because of an application of this Agreement, may, at her request retain the right to facility/agency preference for posted vacancies. The employee shall notify the employer of this preference when applying for vacancies.

8. In no way shall the application of choices under paragraphs 4 or 5 be deemed to constitute a layoff.
9. The Employer shall provide written notice to the Local(s) of the Union, of the names of the employees affected by this agreement. The employer shall advise in writing those individual employees who are affected by this Letter of Understanding requesting them to indicate their choice of paragraphs 4 or 5 in writing to the Employer within four weeks of the date the Local(s) are in receipt of the written notice.
10. The Shift Scheduling provisions in Article 6 shall not be applicable between facilities/agencies until April 1, 1999 or as may otherwise be agreed by the parties.

LETTER OF UNDERSTANDING #5
Re: "Provincial Committee"

WHEREAS it is the desire of the Saskatchewan Union of Nurses and the Saskatchewan Association of Health Organizations that the best possible nursing care, clinical services and health protection should be provided for all residents in the Province requiring health care services.

WHEREAS both parties agree that a safe, healthy, productive and sustainable environment for clients and nurses is necessary to ensure the above.

WHEREAS it is the sincere belief of the Saskatchewan Association of Health Organizations that Registered Nurses and Registered Psychiatric Nurses are a vital and integral part of the Health Care delivery system;

IT IS THEREFORE AGREED BETWEEN THE PARTIES THAT:

- I) A working group be established consisting of three (3) Management representatives and three (3) SUN Registered Nurses and/or Registered Psychiatric Nurses to undertake a review and make recommendations on the following:
 - a) the utilization of Registered Nurses and Registered Psychiatric Nurses within their regulated scope of practice (including their overlap of practice);
 - b) the application of current standards of practice of Registered Nurses and Registered Psychiatric Nurses in the existing working environment;
 - c) criteria to determine the appropriateness of existing and future staffing complements of Registered Nurses and Registered Psychiatric Nurses.

- II) The working group shall prepare and forward recommendations to the parties and Saskatchewan Health, the purpose of which is to provide input to the Department of Health on the related issues.
- III) a) each party shall appoint their own representatives and bear the cost of those representatives.
- b) employees appointed to the working group by SUN shall be granted union leave on one (1) weeks notice in accordance with Article 15.11.

LETTER OF UNDERSTANDING #6
Re: “Local Northern Issues”

The parties agree to negotiate local issues in the North at a common table within eight (8) months of signing of the Memorandum of Settlement.

LETTER OF UNDERSTANDING #7
Re: “Arbitration for Classification Issues”

The parties agree to arbitrate outstanding classification concerns identified in the Acute Care/Home Care Agreement Letter of Understanding #1 Re: “Job Classifications” with a Single Arbitrator within six (6) months of the signing of the Collective Agreement.

ALL OF THE ABOVE LETTERS OF UNDERSTANDING BEING SIGNED ON BEHALF OF:

DATED THIS 21st DAY OF April, 1997.

**SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS
BARGAINING COMMITTEE**

Geneva Bruce

Keith Buehler

Lana Clark

Cheryl Craig

Cheryl James

Jill Johnson

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**SASKATCHEWAN UNION OF NURSES
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Judy Junor