

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SASKATCHEWAN ASSOCIATION OF  
HEALTH ORGANIZATIONS**

**AND**

**THE SASKATCHEWAN UNION OF NURSES**

**FOR THE PERIOD:  
APRIL 1, 1999 TO MARCH 31, 2002**

**THIS AGREEMENT MADE THE 31st DAY OF AUGUST 1999**

**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**

**BATTLEFORDS DISTRICT HEALTH BOARD**

**Affiliate:**

- Villa Pascal, North Battleford

**CENTRAL PLAINS DISTRICT HEALTH BOARD**

**Affiliate:**

- St. Elizabeth's Hospital, Humboldt
- Humboldt & District Housing Corp. (St. Mary's Villa)
- Bethany Pioneer Village, Middle Lake

**EAST CENTRAL DISTRICT HEALTH BOARD**

**GABRIEL SPRINGS DISTRICT HEALTH BOARD**

**Affiliate:**

- Lakeview Pioneer Lodge Inc., Wakaw
- Duck Lake & District Nursing Home Inc. (Goodwill Manor)

**GREENHEAD DISTRICT HEALTH BOARD**

**Affiliate:**

- St. Joseph's Health Centre, Macklin

**KEEWATIN YATHÉ HEALTH DISTRICT BOARD**

**Affiliate:**

- St. Joseph's Hospital, Ile a la Crosse

**LIVING SKY DISTRICT HEALTH BOARD**

**LLOYDMINSTER DISTRICT HEALTH BOARD  
MAMAWETAN CHURCHILL RIVER HEALTH DISTRICT BOARD**

**MIDWEST DISTRICT HEALTH BOARD**

**MOOSE JAW THUNDER CREEK DISTRICT HEALTH BOARD**

**Affiliate:**

- Providence Place, Moose Jaw

**MOOSE MOUNTAIN DISTRICT HEALTH BOARD**

**NORTH CENTRAL DISTRICT HEALTH BOARD**

**NORTH-EAST DISTRICT HEALTH BOARD**

**NORTH VALLEY DISTRICT HEALTH BOARD**

**Affiliate:**

- St. Anthony's Hospital, Esterhazy
- St. Peter's Hospital, Melville
- St. Paul Lutheran Home, Melville

**NORTHERN HEALTH SERVICES**

**Affiliate:**

- Uranium City Hospital

**NORTHWEST DISTRICT HEALTH BOARD**

**PARKLAND DISTRICT HEALTH BOARD**

**PASQUIA DISTRICT HEALTH BOARD**

**PIPESTONE DISTRICT HEALTH BOARD**

**PRAIRIE WEST DISTRICT HEALTH BOARD**

**Affiliate:**

- Heritage Manor, Kindersley

**PRINCE ALBERT DISTRICT HEALTH BOARD**

**Affiliate:**

- Mont St. Joseph Home Inc., Prince Albert

**REGINA DISTRICT HEALTH BOARD**

**Affiliate:**

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

**ROLLING HILLS DISTRICT HEALTH BOARD  
SASKATOON DISTRICT HEALTH BOARD**

**Affiliate:**

- St. Paul's Hospital, Saskatoon
- Jubilee Residence/Porteous, Saskatoon
- Jubilee Residence/Stensrud, Saskatoon
- Lutheran Sunset Home, Saskatoon
- Oliver Lodge, Saskatoon
- Salvation Army Eventide Home, Saskatoon
- Saskatoon Convalescent Home
- Sherbrooke Community Centre, Saskatoon
- St. Ann's Senior Citizens Village, Saskatoon

**SOUTH CENTRAL DISTRICT HEALTH BOARD**

**Affiliate:**

- Radville Marian Health Centre

**SOUTH COUNTRY DISTRICT HEALTH BOARD**

**Affiliate:**

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

**SOUTHEAST DISTRICT HEALTH BOARD**

**Affiliate:**

- St. Joseph's Hospital of Estevan
- Border-Line Housing, Carnduff

**SOUTHWEST DISTRICT HEALTH BOARD**

**SWIFT CURRENT DISTRICT HEALTH BOARD**

**TOUCHWOOD QU'APPELLE DISTRICT HEALTH BOARD**

**TWIN RIVERS DISTRICT HEALTH BOARD**

## TABLE OF CONTENTS

<b>ARTICLE 1 - PREAMBLE .....</b>	<b>9</b>
<b>ARTICLE 2 - SCOPE.....</b>	<b>9</b>
<b>ARTICLE 3 - MANAGEMENT RIGHTS.....</b>	<b>9</b>
<b>ARTICLE 4 - NO DISCRIMINATION/HARASSMENT.....</b>	<b>10</b>
<b>ARTICLE 5 - UNION RECOGNITION AND SECURITY.....</b>	<b>11</b>
<b>ARTICLE 6 - HOURS OF WORK.....</b>	<b>14</b>
<b>ARTICLE 7 - IN-CHARGE PAY.....</b>	<b>24</b>
<b>ARTICLE 8 - RELIEF ASSIGNMENT.....</b>	<b>24</b>
<b>ARTICLE 9 - ESCORT DUTY .....</b>	<b>25</b>
<b>ARTICLE 10 - STANDBY.....</b>	<b>26</b>
<b>ARTICLE 11 - TRANSPORTATION EXPENSE .....</b>	<b>27</b>
<b>ARTICLE 12 - SHIFT DIFFERENTIAL AND WEEKEND PREMIUM.....</b>	<b>28</b>
<b>ARTICLE 13 - ANNUAL VACATIONS .....</b>	<b>29</b>
<b>ARTICLE 14 - STATUTORY HOLIDAYS .....</b>	<b>32</b>
<b>ARTICLE 15 - LEAVES OF ABSENCE.....</b>	<b>34</b>
15.01 APPLICATION FOR LEAVE OF ABSENCE.....	35
15.02 GENERAL LEAVE .....	35
15.03 EDUCATION LEAVE.....	35
15.04 MATERNITY/PATERNITY/ADOPTION LEAVE.....	35
15.05 PARENTAL LEAVE.....	36
15.06 COMPASSIONATE LEAVE.....	36
15.07 FAMILY LEAVE .....	36
15.08 PRESSING NECESSITY .....	37
15.09 LONG SERVICE LEAVE.....	37
15.10 MILITARY LEAVE.....	37
15.11 LEAVE FOR ELECTED PUBLIC OFFICE .....	38
(a) <i>Leave to Seek Nomination as a Candidate .....</i>	<i>38</i>
(b) <i>Leave If Elected .....</i>	<i>38</i>
15.12 BENEFITS ON LEAVE OF ABSENCE: .....	38
(a) <i>Leave of Absence of Thirty (30) Days or Less Duration.....</i>	<i>38</i>
(b) <i>Leave of Absence of Over Thirty (30) Days Duration .....</i>	<i>38</i>
(c) <i>Education Leave .....</i>	<i>38</i>
15.13 UNION LEAVES OF ABSENCE .....	39
<b>ARTICLE 16 - SICK LEAVE.....</b>	<b>40</b>

<b>ARTICLE 17 - GRIEVANCE PROCEDURE.....</b>	<b>43</b>
<b>ARTICLE 18 - ARBITRATION .....</b>	<b>45</b>
<b>ARTICLE 19 - PROBATIONARY AND TRIAL PERIOD.....</b>	<b>46</b>
<b>ARTICLE 20 - SENIORITY.....</b>	<b>47</b>
20.02 ACCUMULATION OF SENIORITY .....	48
20.03 MAINTENANCE OF SENIORITY.....	48
20.04 LOSS OF SENIORITY .....	48
20.05 SENIORITY LIST .....	49
20.06 APPOINTMENT TO AN OUT OF SCOPE POSITION.....	49
<b>ARTICLE 21 - TERMINATION OF EMPLOYMENT.....</b>	<b>50</b>
<b>ARTICLE 22 - DISCIPLINE.....</b>	<b>50</b>
<b>ARTICLE 23 - DISTRICT POSITIONS .....</b>	<b>52</b>
23.01 MULTI SITE WORK .....	52
23.02 MULTI FACILITY/AGENCY POSITIONS .....	52
<b>ARTICLE 24 - VACANCIES, PROMOTIONS OR TRANSFERS .....</b>	<b>53</b>
<b>ARTICLE 25 - LAYOFF AND RE-EMPLOYMENT.....</b>	<b>57</b>
25.04 LAYOFF .....	58
25.05 DISPLACEMENT.....	58
25.06 RE-EMPLOYMENT.....	59
25.07 CONTINUATION OF BENEFITS.....	61
25.08 TEMPORARY FACILITY/AGENCY OR UNIT CLOSURE .....	62
<b>ARTICLE 26 - HEALTH DISTRICTS.....</b>	<b>62</b>
<b>ARTICLE 27 - MERGERS OR TRANSFERS OF SERVICES .....</b>	<b>63</b>
<b>ARTICLE 28 - FACILITY/AGENCY CLOSURE OR CONVERSION .....</b>	<b>65</b>
<b>ARTICLE 29 - NEW OR CHANGED CLASSIFICATIONS - NEW POSITIONS.....</b>	<b>65</b>
<b>ARTICLE 30 - TECHNOLOGICAL CHANGE.....</b>	<b>66</b>
<b>ARTICLE 31 - ORGANIZATIONAL CHANGE .....</b>	<b>67</b>
<b>ARTICLE 32 - RECOGNITION OF PREVIOUS EXPERIENCE .....</b>	<b>67</b>
<b>ARTICLE 33 - RECOGNITION OF EDUCATION .....</b>	<b>69</b>
<b>ARTICLE 34 - EMPLOYEES ON OTHER THAN FULL TIME STATUS.....</b>	<b>70</b>
<b>ARTICLE 35 - TEMPORARY LICENSE TO PRACTICE .....</b>	<b>73</b>
<b>ARTICLE 36 - LICENSE TO PRACTICE .....</b>	<b>73</b>
<b>ARTICLE 37 - UNION MANAGEMENT COMMITTEE .....</b>	<b>74</b>

<b>ARTICLE 38 - STAFF DEVELOPMENT .....</b>	<b>74</b>
<b>ARTICLE 39 - PERSONAL PROPERTY DAMAGE .....</b>	<b>75</b>
<b>ARTICLE 40 - PERSONNEL FILE .....</b>	<b>75</b>
<b>ARTICLE 41 - FLOAT ORIENTATION.....</b>	<b>76</b>
<b>ARTICLE 42 - NO STRIKES - NO LOCKOUTS .....</b>	<b>76</b>
<b>ARTICLE 43 - COURT/JURY DUTY.....</b>	<b>76</b>
<b>ARTICLE 44 - PORTABILITY OF BENEFITS .....</b>	<b>77</b>
<b>ARTICLE 45 - HEALTH &amp; WELFARE PLANS.....</b>	<b>77</b>
<b>ARTICLE 46 - EMPLOYEE BENEFITS.....</b>	<b>78</b>
<b>ARTICLE 47 - PENSION PLAN .....</b>	<b>78</b>
<b>ARTICLE 48 - RETIREMENT.....</b>	<b>78</b>
<b>ARTICLE 49 - GROUP LIFE INSURANCE.....</b>	<b>79</b>
<b>ARTICLE 50 - DENTAL PLAN, EXTENDED HEALTH PLAN AND ENHANCED DENTAL .....</b>	<b>79</b>
EXTENDED HEALTH PLAN.....	79
ENHANCED DENTAL PLAN .....	79
<b>ARTICLE 51 - LONG TERM DISABILITY PLAN .....</b>	<b>80</b>
JOINT FUNDING .....	80
ADMINISTRATION.....	80
TERMS OF PLAN .....	80
<b>ARTICLE 52 - NORTHERN ALLOWANCE.....</b>	<b>81</b>
<b>ARTICLE 53 - NURSING ADVISORY COMMITTEE .....</b>	<b>82</b>
<b>ARTICLE 54 - NURSING PRACTICE .....</b>	<b>84</b>
<b>ARTICLE 55 - OCCUPATIONAL HEALTH AND SAFETY .....</b>	<b>84</b>
<b>ARTICLE 56 - TERMS OF AGREEMENT .....</b>	<b>86</b>
<b>ARTICLE 57 - SALARY AND INCREMENTS .....</b>	<b>86</b>
<b>NEW PROVISIONS.....</b>	<b>88</b>
<b>SUN-SAHO PRO FORMA LETTER OF APPOINTMENT .....</b>	<b>90</b>
<b>PURSUANT TO ARTICLE 33.05 .....</b>	<b>90</b>
<i>Applicable to Home Care</i> .....	90
<b>PURSUANT TO ARTICLE 33.05 .....</b>	<b>89</b>
<b>RE: "SHIFT OPTION(S)" .....</b>	<b>91</b>
<b>SIGNING PAGE .....</b>	<b>92</b>

<b>LETTER OF UNDERSTANDING.....</b>	<b>94</b>
HOURS OF WORK.....	94
HOME CARE HOURS OF WORK.....	95
OVERTIME .....	96
TEMPORARY JOB SHARE.....	97
PERMANENT JOB SHARE .....	100
RECRUITMENT .....	102
INTERNAL TRANSFERS .....	103
VACATION PAY AND SICK PAY ON TERMINATION OR RETIREMENT & FURLOUGH LEAVE .....	104
NORTHERN ISSUES.....	108
JOINT JOB EVALUATION PLAN.....	109
SPECIAL VACATION PROVISION - .....	112
LOCAL AND/OR DISTRICT LETTERS OF UNDERSTANDING	106
<b>SIGNING PAGE.....</b>	<b>114</b>



## ARTICLE 1 - PREAMBLE

### 1.01 Preamble

Whereas it is the desire of SAHO, the Employers and the Union 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, in an atmosphere of mutual dignity and respect;
- (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 layoff 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/HARASSMENT**

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

#### 4.02 Harassment

The Union and the Employer recognize the right of Employees to work in an environment free of harassment, and will work jointly to achieve that goal. The Employer shall have in place a harassment policy which shall be reviewed regularly and revised as deemed appropriate.

- (a) Harassment means any objectionable conduct, comment or display by a person that is directed at a worker and:
  - (1) is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, Union activity; or
  - (2) is repeated intentional, sexually oriented practice that undermines an Employee's health, job performance or workplace relationships or endangers an Employee's employment status or potential; or
  - (3) is repeated intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; and
  - (4) constitutes a threat to the health or safety of the worker.
- (b) The policy shall be jointly developed in consultation with the Local and the appropriate Occupational Health and Safety Committee(s), and shall ensure that:

- (1) individuals are aware of the seriousness with which the Union and Employer view harassment;
- (2) Employees/Managers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs and a process to properly report complaints;
- (3) incidents are investigated promptly, objectively, and in a sensitive confidential manner. Investigations shall be carried out in accordance with specific harassment policies and the Union shall be advised upon initiation of a formal investigation and shall be kept advised;
- (4) if applicable, training shall be provided to those Employees deemed responsible to conduct investigations. This training shall be paid at regular rates of pay;
- (5) the necessary corrective action is taken.
- (6) if an Employee believes that she has been harassed, an Employee should:
  - (i) tell the alleged harasser to stop;
  - (ii) document the event(s) complete with the time, date, location, names of witnesses and details for each event.
- (7) if the harassment does not stop at this point, or if the harassed Employee does not feel able to approach the alleged harasser directly, that Employee should immediately report verbally or in writing the harassment to the appropriate supervisor and/or Union representative. Upon receipt of any verbal or written complaint the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Supervisor must maintain written notes of her actions. Failure to resolve shall result in the initiation of a formal investigation.

## **ARTICLE 5 - UNION RECOGNITION AND SECURITY**

- 5.01 SAHO and the Employers recognize the Union as the sole bargaining representative for all Employees within the scope of this Agreement.
- 5.02 SAHO and the Employers agree to negotiate with the Union and its designated representatives and agree the Union may have the assistance of outside advisors in negotiation or discussion with SAHO and the Employers.

- 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, each Employer shall also provide the names and addresses of the Employees within the scope of the bargaining unit including all classifications and the number of positions in each classification.
- 5.05 The Union agrees to provide the Saskatchewan Association of Health Organizations 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 The Employer agrees to provide the Union and the Local(s) of the Union with organizational charts of their management structure.
- 5.09 No Employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of the Agreement.
- 5.10 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.

- 5.11 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.
- 5.12 (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. Current practice concerning the provision of office space shall be continued and where possible Locals shall be provided with office space.
- 5.13 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.
- 5.14 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.
- 5.15 During a newly hired Employee's introduction and orientation period, a representative of the Union shall be given 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.

- 5.16 (a) At least sixty (60) days prior to the Employer contracting or subcontracting out work of the bargaining unit, the Employer shall meet with the Union to discuss their intentions. In such discussions, the Employer(s) will fully disclose its reasons for the decision to contract or subcontract such work and give the Union an opportunity to suggest ways which the work might otherwise be performed.
- (b) 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 five thousand eight hundred and forty six point four (5846.40) hours of seniority shall be retained.
- (c) Affected Employees shall have access to the provisions of Article 25 Layoff and Re-employment.

## ARTICLE 6 - HOURS OF WORK

- 6.01 (a) 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 (b)

OR

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

- (b) 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 Article 6.01 (a) shall be scheduled in conjunction with the Employee's regular days off or scheduled Statutory Holiday off.
- (c) 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 34.07.
- (d) 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.
- (e) 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 fifty-five (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.
- 6.02 The bi-weekly periods referred to in Article 6.01 (a) 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 (5 1/2) 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 or is required to stay on the premises 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.

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.
- (c) Wherever possible, missed rest periods shall be rescheduled later in the shift.
- (d) Upon request, the Employer shall arrange a suitable location for an Employee for breast feeding and/or pumping during her scheduled shift. Whenever possible, the Employer shall provide the Employee time outside the scheduled breaks for the purpose of breast feeding and/or pumping.
- 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 (a) Each Employer shall develop and maintain a master work schedule for regularly scheduled Employees. The master work schedule shall be mutually satisfactory to the Employer and the Local. 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).
- (b) Provisional work schedules shall be posted at least forty-two (42) calendar days in advance of the actual work week being worked.
- (c) Notwithstanding 6.06 (b) 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.
- (d) 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.
- (e) Scheduling of hours within the posted schedule for OTFT-JS shall be by mutual agreement between the Employer and the Employee(s) affected.
- (f) Effective April 1, 2000, scheduling provisions shall apply to Employees working at more than one Facility/Agency with an Employer. As soon as possible but no later than April 1, 2002, scheduling provisions shall apply to Employees working more than one Facility/Agency within a Health District.

- 6.07 It is agreed that OTFT-CAS Employee(s) can be scheduled in advance as per Article 34.04 Definition of Casual.
- (a) Failure to schedule all such work in advance in accordance with Article 6.06 (b) and (c) shall not result in payment of premium pay.
  - (b) Nevertheless, if the Employer schedules an OTFT-CAS Employee in advance, in accordance with Article 34.04 (b), (c), and (d) 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 34.04 (a) or 34.04 (e) 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 (15) hours off duty shall be scheduled between shifts.
- (b) A period of at least twenty-three and one-half (23 1/2) hours off duty shall be scheduled between shift changes, except by mutual agreement with the Employee affected and the Employer.
- 6.09 (a) The Employer, in scheduling shifts, shall consider and accommodate, where possible, Employee's requests.
- (b) 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.
- (c) 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 Employees shall not be required to work more than six (6) consecutive shifts of work between days off.
- 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(e).

- 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. Waiver of the premium for consecutive weekends shall only be at the initiation and written request of the Employee and may be rescinded at any time. Copies of all consecutive weekend premium waivers shall be forwarded to the Local of the Union at the time they are received by the Employer. The definition of a weekend shall be as set out in Article 6.01 (e). 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 as in 6.15 above. 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.

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 Deviation from the posted schedule which results from an Employee initiating a change of shifts with other Employee(s) who is capable of undertaking the same or similar work assignments shall not be subject to premium rates unless premium rates would have been paid 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 overtime against their wishes except in emergency circumstances. An emergent circumstance shall be defined as a circumstance driven by an unforeseen and/or unpredictable influx of patients and/or an unanticipated increase in care required to address patient well being.

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 daily or bi-weekly hours shall be paid at the overtime rates of one and one-half (1 1/2x) 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.

The Employer recognizes that Employees who are not on standby should not be telephoned at home outside of work hours. Where this becomes an issue the Employee should bring the matter to the attention of her supervisor. The supervisor shall take the necessary steps to ensure the Employee is not bothered on her own time.

An Employee, who after she has left her place of work, receives a phone call from the Employer or designate or calls from clients as authorized by the Employer and is required to provide off site assistance which does not involve a return to her place of work, shall be paid for each hour or portion thereof worked or for a minimum of thirty (30) minutes at regular rates of pay, whichever is greater.

- 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 An Employee shall have the option to bank time off in lieu of overtime pay and, where it can be achieved without reducing guaranteed hours for other Employees, Statutory Holiday pay. This accumulated time shall be taken at a time that is mutually acceptable to the Employee and the Employer. The accumulated time in lieu shall not exceed one hundred (100) hours unless otherwise agreed between the Employer and the Employee. Where the practice already exists to allow greater accumulations, then that practice shall continue. Time not scheduled by the anniversary of the Employee's date of hire each year shall be paid out.
- 6.24 Employee(s) required to work their scheduled day or days 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.
- 6.25 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.
- 6.26 The provisions with respect to the Optional Scheduling Arrangements are set out in Article 6.27.

At the request of the Local, the Employer agrees to discuss a shift schedule providing for a variety of "Optional Scheduling Arrangements" options on a pilot project basis.

The shift schedule for the Optional Scheduling Arrangements 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))

6.27 There shall be seven (7) optional scheduling systems as set out in this Article which shall be applied upon mutual agreement, in writing, between the Union and the Employer. The normal hours of work shall be eight (8) hours.

Any shift option 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 shift option(s) shall be for a trial period of six (6) months. There must be mutual agreement between the Employer and the Union to continue the shift option. Any shift option 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 a shift option.

#### Option I - 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 I shall include:

- (a) At least two (2) consecutive days off;
- (b) 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. A weekend shall be defined as the consecutive hours between 0001 hours Saturday and 0700 hours Monday unless indicated by the Local that they prefer the alternate weekend which shall be 0800 hours Saturday to 1900 hours Monday;
- (c) 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;
- (d) 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;
- (e) One (1) additional meal break of one half (1/2) hour shall be scheduled, exclusive of the twelve (12) hour scheduled shift;

- (f) 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 II - 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 Article 6.01 (a) except that:

- (a) 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;
- (b) 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;
- (c) 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. A weekend shall be defined as the consecutive hours between 0001 hours Saturday and 0700 hours Monday unless indicated by the Local that they prefer the alternate weekend which shall be 0800 hours Saturday to 1900 hours Monday
- (d) 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.
- (e) 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 III - Rotating Between Blocks of Eight (8) and Blocks of Twelve (12) Hour Shifts

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

Option IV - Extended Shift - Ten (10) Hour

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

- (a) 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.
- (b) 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.
- (c)
  - (1) 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.
  - (2) Each shift of ten point one (10.1) hours shall be exclusive of one (1) thirty (30) minute meal break.
- (d) 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.
- (e) A weekend shall be defined as the consecutive hours between 0001 hours Saturday to 0700 hours Monday.
- (f) An Employee shall not work more than four (4) consecutive extended shifts between days off.

#### Option V – Self Scheduling

Regular hours of work for Employees shall be the normal hours of work or as per the Optional Shift Arrangements being worked. All schedules submitted by Employees must be in accordance with the scheduling provisions as outlined in Article 6 or the Optional Shift Arrangement being worked. Option V shall include the following:

- (a) A master schedule shall be established in accordance with Article 6.06.
- (b) From the master schedule, Employees shall develop and collectively complete a schedule at least two (2) weeks in advance of the provisional work schedule being posted. The completed schedule shall be based on unit, Facility or Agency requirements.
- (c) Employees must schedule themselves to work an equal number of day and night shifts in the case of Option I or in the case of an eight (8) hour shift schedule, an equal number of shifts to rotate between.
- (d) Each Employee may identify one (1) priority day off per week. On one (1) occasion in a twelve (12) week period, three (3) priority days off may be scheduled in a row. In no case, shall an Employee have more than twelve (12) priority days off in a twelve (12) week period.

- (e) The priority day(s) off shall be marked by an X and shall not be changed by the Employer once the final schedule has been approved.
- (f) The Employer shall have approval for the final schedule and post it at least six (6) weeks prior to the start of the rotation.
- (g) Any Employee choosing not to participate in self- scheduling shall have shifts scheduled by the Employer. The Employee may only revert to a self-scheduling option upon expiry of the current Collective Agreement.
- (h) In the event of displacement or transfer, the Employee entering the unit, Facility or Agency shall complete the self- schedule for the remaining existing rotation. The Employee may then indicate her desire to continue with the self- schedule, or revert to the master schedule.

Option VI– Field hours

Field Hours shall only apply to Employee(s) working primarily daytime hours of approximately eight (8) hours per day. It is agreed that some fluctuation of daily hours may occur.

Regular hours of work shall be two hundred and twenty four (224) hours averaged over a six- (6) week period. The scheduling provisions of Article 6 shall govern except as follows:

- (a) Daily hours of work shall be unregulated within any one (1) working day or series of working days which may include variable start times on a daily basis, at the discretion of the Employee based on client needs.
- (b) All hours between 0700 and 2200 shall be considered core hours and Employees shall schedule themselves between these hours unless prior approval is obtained to do otherwise.
- (c) An Employee may work an additional eight (8) hours per three (3) week period and bank at straight time. Such time must be taken within the following eighteen (18) week period at a mutually agreed time. If it is not taken during that time period, the amount shall be paid out at the applicable overtime rate.
- (d) Field Employees normally will be granted two (2) consecutive days off per week and where work permits these normally will be Saturday and Sunday. Article 6.14 shall apply for weekends worked, when applicable.
- (e) Articles 6.06 and 6.08 (a) shall not apply.
- (f) Overtime shall be paid for all time worked in excess of two hundred and twenty four (224) hours per six (6) week period except as provided in (c) above or any hours worked outside the core hours.

Option VII – Flex Scheduling

Flex scheduling may apply to any Optional Scheduling Arrangement including normal hours of work identified in the Collective Agreement. The following conditions shall apply:

- (a) All variable start times must adhere to the scheduling provisions of the applicable Option identified.
- (b) Employees shall submit requests for variable start times for work on a unit, Facility or Agency to the Employer for approval. Whenever possible, an Employee's request for variable start times shall be granted.
- (c) Employees choosing not to have a variable start time shall have shifts scheduled by the Employer in accordance with the master schedule.

#### **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/Agency.

Where a nursing supervisor is not on duty on the ward, unit or in the Facility/Agency, or she is not available to co-ordinate the unit activities or an assignment is made, an Employee shall be designated "In Charge" of the ward, unit or Facility/Agency and paid a premium of ninety-one cents (\$0.91) per hour.

7.02 The premiums referred to in Article 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 Employee designated in charge 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. In the event the Employer has not established criteria, the Employee shall have the authority to call additional staff that, in her professional opinion, are necessary.

#### **ARTICLE 8 - RELIEF ASSIGNMENT**

8.01 Where a first line out of scope supervisor or in scope supervisor normally would be on duty and is absent for reasons such as annual vacation, sick leave and leaves of absence for a period greater than three (3) working days, and no other supervisor is relieving her (out of scope for out of scope, in scope for in scope), an Employee shall be designated as Relief Assignment and shall be paid a rate of five per cent (5%) over the Employee's current hourly



rate. If the increase of five percent (5%) produces an hourly rate below the minimum of the range, the salary shall be adjusted to the minimum of the range.

- 8.02 A Relief Assignment of less than three (3) days 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.
- 8.04 An Employee has the right to refuse assignment to relieve in an out-of-scope 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 Article 9.01 (d) such Employee shall be considered an Employee of the Employer and;
  - (a) 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.
  - (b) 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.
  - (c) 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.
  - (d) 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.
- 9.03 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 on days she is not scheduled to work commencing from the end of her last shift worked without mutual agreement in writing between the Local, the Employee(s), and the Employer. In such cases, the premium in Article 10.03 (b) shall apply. 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 two dollars and nineteen cents (\$2.19) per hour for each hour on standby on a regular working day with a minimum payment of eight (8) hours.
  - (b) Employee(s) assigned to be on standby on Statutory Holidays and days not scheduled to work shall be paid four dollars and twelve cents (\$4.12) per hour for each hour on standby with a minimum payment of eight (8) hours.
- 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, radio telephones 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.
- 10.08 In Facilities/Agencies with only one (1) Registered Nurse/Registered Psychiatric Nurse on duty on any given shift, the Employer shall ensure that an out of scope manager is available to be called in the event of an emergency.
- 10.09 A Camp differential of eight (8) hours time in lieu shall be credited, in addition to regular earnings [eight (8) hours] for each day of the week or portion of a day of the week an Employee is required to attend a twenty four (24) hour camp.

#### **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 thirty-one cents (\$0.31) 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 thirty-one cents (\$0.31) 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 thirty-one cents (\$0.31) per kilometre.

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

- (1) One hundred and eighty-five dollars (\$185.00) per month for full-time Employees;
- (2) For other than full-time Employees, on a pro rata basis per day worked on days in which the Employee utilized her vehicle.
- (3) Employees who, on the date of signing of the collective agreement, had exclusive use of an Employer provided vehicle as a condition of employment shall continue to have access to the Employer provided vehicle for the lifetime of this agreement.

- (d) 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.
- (e) Effective January 1, 2000, the Transportation Allowance shall be adjusted, to reflect any percentage increase to the Consumer Price Index of the Saskatchewan Private Transportation index September 1999 over April 1999, whereby the result applied to thirty one cents (\$0.31) results in an increase greater than one cent (\$.01). The amount yielded by the procedure shall be rounded to the nearest one hundredth of one cent.

Further reviews shall be done as per the following table:

Review Period	Effective Date
April 2000 over September 1999	July 1, 2000
September 2000 over April 2000	January 1, 2001
April 2000 over September 2000	July 1, 2001
September 2001 over April 2001	January 1, 2002

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.

(d) Employers shall reimburse Employee(s) for substantiated meal expense when Employees are required to travel outside the community where their headquarters is based. For the purpose of Article 11.03 (d), an Employee occupying one position shall have one (1) headquarters.

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) A shift premium of seventy cents (\$0.70) 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. Employees working an extended shift

option shall be paid a shift premium for each hour or part of an hour worked between 1500 hours and 0800 hours.

- (b) Employee(s) working Field Hours or Flexible Hours shall be paid a shift premium of seventy cents (\$0.70) for each hour or part of an hour worked between 1800 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 (\$0.30) 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 within the Bargaining Unit, 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).
- (b) During the fourth (4th) and subsequent years of continuous employment within the Bargaining Unit, 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 fifteenth (15<sup>th</sup>) and subsequent years of continuous employment within the Bargaining Unit, 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 twenty fifth (25<sup>th</sup>) and subsequent years of continuous employment within the Bargaining Unit, 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) Effective the date of signing of the Collective Agreement, an Employee who works in more than one (1) Health District shall be placed at the highest accrual rate she has achieved in any health district in which she works and shall accrue at that rate until the next accrual rate becomes applicable as per Article 13.01.

- 13.02 An Employee on OTFT status shall earn the vacation credit benefit (i.e. three fifty-seconds (3/52), four fifty-seconds (4/52), five fifty-seconds (5/52), six fifty-seconds (6/52) of gross

earnings) and vacation period (i.e. three (3), four (4), five (5) or six (6) weeks) based on continuous employment within the Bargaining Unit.

- 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.)

Effective the date of signing of the collective agreement, an Employee shall have access to her vacation credit benefit and vacation period as it is earned.

Where there are vacation accrual years in place such vacation accrual years shall remain in force and effect for the term of this collective agreement.

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

- (1) The number of working days of annual vacation, earned in accordance with Article 13.01, and subject to Article 13.02, times (x) the Employee's regular rate of pay at the time of taking annual vacation.

OR

- (2) As determined by the Employee's eligibility for annual vacation of either three fifty-seconds (3/52), four fifty-seconds (4/52), five fifty-seconds (5/52) or six fifty-seconds (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. While it is recognized that OTFT-CAS are not subject to the vacation scheduling provisions, OTFT-CAS shall have the option of accruing their vacation pay to be paid out when they identify a period away from work as vacation or to have vacation paid out on each cheque.

- 13.05 Recognizing the operational needs of the Facility/Agency annual vacation may be utilized at any time.

An Employee who works in more than one Facility/Agency within a Health District shall access vacation credit benefit (i.e. three fifty-seconds (3/52), four fifty-seconds (4/52), five fifty-seconds (5/52), six fifty-seconds (6/52) of gross earnings) and vacation period (i.e. three (3), four (4), five (5) or six (6) weeks) at any location in which she works in the Health District.

An Employee who works in more than one (1) Health District, shall access vacation credit benefit and vacation period in the Health District in which it was earned.

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 (3) 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 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 compassionate 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. Vacation requested outside this process shall be responded to within ten (10) days of receiving the request and if refused reason(s) shall be provided.

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 circumstance.

- 13.14 Employee(s) previously covered by a collective agreement other than the SUN/SAHO agreement, for purposes of establishing continuous employment, shall be credited with all continuous service recognized as of March 31, 1999.

## **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 Sunday	Remembrance Day
Victoria Day	Christmas Day



Dominion Day  
1st Monday in August

Boxing Day

and all other federally, provincially, and civically proclaimed holidays, provided however, that a civically declared holiday in lieu of the above named Statutory Holiday shall not be considered a holiday. Notwithstanding any other section of this Agreement, premium pay, as referred to in Article 14.04 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/Compressed Work Week shall be granted their Statutory Holidays off in lieu of an eight (8) hour shift.

14.04 (a) Full-time Employees

(1) who do not work on a Statutory Holiday shall receive Statutory Holiday pay equal to one (1) day's pay.

(2) 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 unless banked under Article 6.23.

(b) Other Than Full-Time Employees

(1) (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) previous 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

Number of paid hours in the immediately preceding four weeks  
149.9

X Normal full-time hours/day

X Employee's hourly rate of pay

= Statutory Holiday Entitlement

(2) 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, unless banked under Article 6.23.

- 14.05 Employees required to work overtime on a Statutory Holiday shall be paid double (2x) the regular rate of pay for all overtime hours worked unless banked under Article 6.23.
- 14.06 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.
- 14.07 (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 (2) 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.
- 14.10 Unless mutually agreed otherwise between the Local and the Employer, for Employees whose regular days off are Saturday and Sunday and the designated holiday falls on a Saturday, the Friday previous shall be deemed the holiday. Where any of the designated holidays fall on a Sunday, the following Monday shall be deemed to be the holiday.
- 14.11 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.

## **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. For any leave over one hundred and twenty (120) days, the Employee shall furnish a valid reason 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 Article 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/adoption shall be for up to eighteen (18) months 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 layoff,

she shall be afforded access to the provisions of Article 25, Layoff and Re-employment.

- (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.
- (d) In the case of maternity/paternity/adoption leave, the Employer may fill the temporary vacancy for the entire duration of the leave; except when layoffs occur, Article 24.01 (b) (7) shall apply.

#### 15.05 Parental Leave

Upon request an Employee shall be granted up to twelve (12) 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 25 - Layoff and Re-employment.

Insofar as the regular operation of the Employer will permit, Parental Leave may be extended.

Parental Leave may be divided between the parents of a child.

#### 15.06 Compassionate Leave

Upon request, on the death of a family member or someone with whom they have had an equivalent relationship, as herein defined, an Employee shall be granted compassionate leave with pay as follows:

- (a) Up to four (4) working days in the event of the death of a spouse, mother, father, brother, sister, son, daughter, father-in-law, mother-in-law, grandparents or grandchildren.
- (b) Up to two (2) working days in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, aunt, uncle, niece or nephew.
- (c) Employees who have to travel five hundred (500) kilometres or more one way to attend a funeral or other family responsibilities related to 15.06 (a) and (b) shall be granted an additional two (2) days without loss of pay.

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

#### 15.07 Family Leave

Family Leave is intended to provide the necessary time to attend to the needs of individuals for whom the Employee has a duty of care.

Leave shall be granted where the situation requiring the Employee's attention is:

- ◆ Unforeseen or,
- ◆ Unpredictable or,
- ◆ Emergent or,
- ◆ Life threatening or,
- ◆ One over which the Employee has no control, and for which the Employee has been unable to make alternate arrangements.

(a) Full-time Employees shall accumulate Family Leave credits at the rate of one third (1/3) of a working day [two point six six (2.66) hours] for each month of employment up to a maximum family leave credits of five (5) working days [forty (40) hours].

(b) Employees on OTFT status shall accumulate Family Leave credits on a pro rata basis in direct relation to their paid hours as compared to a Full-time Employee to a maximum of five (5) working days [forty (40) hours].

Employees shall have three (3) days [twenty four (24) hours], prorated for OTFT, credited to their Family Leave bank on the date of signing of the Collective Agreement.

#### 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 (b) which has not been confirmed and posted as per Article 6.06 (c).

#### 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 Military Leave

The Employer shall grant leave of absence without pay, but with accrual of seniority and benefits in accordance with Article 15.12, to any Employee who is called up to active duty by the Military Reserve Units.

15.11 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

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 layoff, she shall be afforded access to the provisions of Article 25, Layoff and Re-employment.

15.12 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 Thirty (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 20 of this Agreement.

(c) Education Leave

Employee(s) on Education Leave shall be governed by the provisions of Article 15.12 (a) and 15.12 (b) above except that:

- (1) Employees on Education Leave of twelve (12) weeks or less shall continue to earn all benefits provided by this agreement.
- (2) Regardless of Article 15.12 (b) above Employees on Education Leave of twenty-four (24) months or less shall retain their increment date.

### 15.13 Union Leaves of Absence

- (a) On the request of the Local or the Union one (1) week in advance of the requested leave, Employees designated by the Local or the Union 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 Facility/Agency 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 or 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 15.13 (a) and that the Employer is to charge the Local or 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 premiums;
  - (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 15.13 (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.

- (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 Article 15.13 (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 of 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 layoff, she shall be afforded access to the provisions of Article 25, Layoff and Re-employment.

- (d) The rules of seniority for Employees on any Union Leave of absence shall be in accordance with Article 20 of this agreement.

15.14 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.

15.15 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 or for which Income Replacement Benefits are not paid under *the Automobile Insurance Act*. Any difference between benefits received under the Automobile Insurance Act and the Employee's regular net pay shall be paid to the Employee from the Employee's accumulated sick leave credits.

16.02 (a) After one (1) month of service, 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) working days (twelve (12)



working hours) for each month of employment up to a maximum sick leave credit of one hundred and ninety (190) working days (one thousand five hundred and twenty (1520) working hours).

- (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 ninety (190) working days (one thousand five hundred and twenty (1520) working hours).
- (c) An Employee who at the time of signing of the Collective Agreement has in excess of one hundred and ninety (190) working days sick leave credits will maintain those days. She will no longer accrue sick leave credits until such time as her credits fall below one hundred and ninety (190) working days at which time Articles 16.02 (a) and (b) shall become applicable.

- 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. An Employee on OTFT status 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 fifty-two (52) weeks until such time as either her sick leave credits expire or she is available for work. In no case shall an OTFT – RPT or OTFT – JS access less than their regularly scheduled shifts.

- 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.

- 16.05 An Employee absent for a combination of unpaid sick leave (including Employees receiving Automobile Insurance coverage) 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.

An OTFT Employee on Workers' Compensation Benefits, Long Term Disability or unpaid sick leave (including Employees receiving coverage under the Automobile Insurance coverage) who is eligible for benefits shall earn annual vacation credits, sick leave credits and increments calculated on the basis of her paid hours in the fifty two (52) weeks prior to the

absence and prorated in accordance with the length of the absence. The accrual is to a maximum of one (1) year.

If an OTFT Employee has a recurring illness within six (6) months of returning to work from the initial illness, the fifty two (52) week period prior to the initial absence would be used for the purpose of calculating accruals. If the recurring illness occurs more than six (6) months of returning to work from the initial illness, the period of time since she returned to work from the initial illness to the time the recurring illness commenced will be used for the purpose of calculating accruals. This period will also be pro-rated in accordance with the length of the absence due to the recurring illness.

- 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.

Where an Employee is unable to make necessary arrangements outside of work time for any ongoing treatment or medical investigation an Employee shall have access to sick leave credits.

- 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/Family Assistance Program, and acknowledge that if a program is to be implemented or altered there shall be joint consultation and agreement between the Employer and the Union. The program shall be voluntary and confidential, shall not be used as a disciplinary process and shall be provided at a location away from the work site. The program shall include counselling services, including but not limited to:
- (a) Substance abuse/dependency
  - (b) Employment/workplace related concerns
  - (c) Emotional problems
  - (d) Legal problems
  - (e) Financial problems
  - (f) Marital problems
- 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, Local and the Employee shall, prior to the Employee returning to work, meet to identify the details surrounding the Employee's return to work.
- 16.14 An Employee who is sick on a Statutory Holiday on which she is scheduled to work shall have access to sick leave credits.
- 16.15 An Employee who currently is able to borrow sick leave credits and whose sick leave benefits are exhausted may be permitted to draw on her future credits to a maximum of thirty (30) days. In the event she terminates, dies or retires, any overdrawn amount owing will be recovered. The intent of this section is to deal primarily with instances of prolonged illness or accident, or for use when preceded by an illness which has exhausted earned sick leave, or in any other deserving situation.
- 16.16 When an Employee has applied for Workers' Compensation Benefits, the Employer shall continue paying the Employee her regular net pay for a period not to exceed one (1) year. Should the Employee's claim be disallowed by Workers' Compensation, any money so paid will be either charged against sick leave or if the Employee has no sick time, the amount so paid will be recovered from the Employee and the Employee may apply for Long Term Disability. Once an Employee's Workers' Compensation claim has been accepted, payment shall be made retroactively in accordance with 16.04.
- 16.17 The Employer and the Union acknowledge their duty to accommodate Employee(s) with disabilities.

## **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.
- Grievance meetings shall take place at the Facility/Agency of the grievor(s) unless mutually agreed otherwise between the Employer and the Local Union.
- Up to two (2) Employees who use their vehicle for the purpose of attending a grievance meeting convened by the Employer outside of their Facility/Agency shall be reimbursed transportation allowance in accordance with Article 11.01 (a) from their Facility/Agency to the place of the meeting.
- 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 Grievances concerning vacancies, layoffs and/or re-employment may be initiated at the Facility/Agency where the vacancy, layoff and/or re-employment opportunity 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 Employer designate 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 violated 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.

The Employer designate shall render a written decision within fifteen (15) days of receiving the grievance.

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 2<sup>nd</sup> step.

17.10 Step 2 – If the grievance remains unsettled, the grievance may be referred to the Employer Grievance Committee in writing, within fifteen (15) days of having received the decision of the Employer designate at Step 1.

The Employer Grievance Committee shall render a written decision within fifteen (15) days of receipt of the grievance.

17.11 In the event that the difference remains unsettled, the matter shall be referred to arbitration within twenty-one (21) calendar days of the Employer Grievance Committee's 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.

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

## **ARTICLE 18 - ARBITRATION**

18.01 The Employer or the Union 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 their nominee to an Arbitration Board. The recipient of the notice shall within seven (7) calendar days inform the other party of its nominee to the Arbitration Board. Should the Employer or the Union fail to name their nominee within the time limits, the Minister of Labour shall make the appointment.

18.02 When the nominees have been appointed, they shall choose a Chairperson within ten (10) calendar days, who, with the two (2) nominees, shall constitute the Arbitration Board.

- 18.03 Should the nominees fail, within the ten (10) calendar days, to agree upon a Chairperson, the Minister of Labour shall be requested by the nominee of the Employer or the Union to appoint a Chairperson to the Arbitration Board.
- 18.04 The Arbitration Board shall hear the difference as soon as possible and shall render a decision as soon as possible thereafter.
- 18.05 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
- 18.06 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 Employer and the Union 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.
- 18.07 The Employer and the Union shall bear the expense of its respective nominees to the Arbitration Board and the Employer and the Union shall bear equally the expenses of the Chairperson.
- 18.08 The time limits specified in Article 17 & 18 above may be extended by the consent of the Employer and the Union. 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.
- 18.09 It is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either the Employer or the Union 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 19 - PROBATIONARY AND TRIAL PERIOD**

- 19.01 An Employee commencing employment within the bargaining unit 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. An Employee shall only serve one probationary period for any period of continuous employment within the bargaining unit.

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. Notwithstanding the foregoing, the parties agree that the Employer may terminate a probationary Employee for unsuitability.

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.

19.02 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 accesses work in a different ward, unit or Facility/Agency and the Employee:

- (a) is the successful applicant to a posting; or
- (b) exercises her displacement rights; or
- (c) exercises her re-employment rights; or
- (d) accepts casual work.

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 20 - SENIORITY**

20.01 Until the Collective Agreement is signed by both parties seniority shall continue to accrue in accordance with the seniority provisions of the applicable collective agreement.

After the Collective Agreement is signed by both parties seniority shall be defined as the total of all seniority accrued by each Employee with all Employer(s) in the geographic Health District.

Effective one hundred and fifty (150) calendar days following the signing of the Collective Agreement seniority shall be defined as the total seniority accrued by each Employee with all Employer(s) covered by the Certification Order.

Effective the date of signing of the Collective Agreement seniority shall be calculated and accrued on the basis of the total of the following hours:

- (a) Paid hours as defined in Article 6.01 (d)

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. three fifty-seconds (3/52), four fifty-seconds (4/52), five fifty-seconds (5/52) or six fifty-seconds (6/52) = Hours absent with Pay for Vacation.

- (b) All unpaid hours as set out in Article 20.02

Full-time Employees shall, subject to Article 20.02, 20.03, 20.04, and 20.06 be credited with nineteen hundred and forty eight point eight (1948.8) hours of seniority in a SAHO payroll year.

In no case, shall an Employee be credited with greater than nineteen hundred and forty-eight point eight (1948.8) hours of seniority in a SAHO payroll year.

#### 20.02 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 layoff;

#### 20.03 Maintenance of Seniority

Subject to Articles 20.01, 20.02, 20.04 and 20.06 of this Agreement, an Employee shall maintain accumulated seniority.

#### 20.04 Loss of Seniority

An Employee shall only lose seniority in the event she:

- (a) is discharged for just cause and is not reinstated and is not employed elsewhere in the Bargaining Unit;
- (b) voluntarily terminates the employ of all Employers covered by the Certification Order;



- (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 and/or she is employed elsewhere in the bargaining unit;
- (d) is on layoff for a period longer than provided for in Article 25.06 (h) and is not employed elsewhere in the bargaining unit;
- (e) is on other than full-time status and 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 and is not employed elsewhere in the bargaining unit;
- (f) relieves in an out-of-scope position for more than a total of twelve (12) months during the term of this agreement.

#### 20.05 Seniority List

Effective ninety (90) calendar days from the signing of the Collective Agreement Employers shall post a geographic Health District seniority list encompassing seniority accrued to the end of the next complete pay period following the date of signing of the Collective Agreement. This list shall be open for correction for a period of sixty (60) days from the date of posting.

Effective one hundred and fifty (150) calendar days from the signing of the Collective Agreement the Employer shall post a provincial seniority list. This list shall be open for correction for a period of sixty (60) days from the date of posting.

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced including seniority as calculated in Article 20.01 herein; and henceforth the total of their seniority within the Bargaining Unit 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.

#### 20.06 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.

#### 20.07 Seniority for OTFT Employees under Article 20.02 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 20.02.

## **ARTICLE 21 - TERMINATION OF EMPLOYMENT**

- 21.01 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.
- 21.02 If there is a layoff of Employee(s), either general or department wide, Article 25 of this Agreement shall prevail.
- 21.03 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 and accumulated vacation;
  - (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.
- 21.04 Whenever possible Employee(s) are expected to give one (1) month's notice of intention to terminate employment.
- 21.05 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 22 - DISCIPLINE**

- 22.01 The Union acknowledges it is the right of the Employer to suspend, discharge or otherwise discipline an Employee for just cause. The Employer agrees to use a process of progressive discipline.
- 22.02 (a) When an Employee is discharged, reprimanded or suspended, the Employer shall advise the Employee, in writing, of the reason(s) for the action taken at the time such discipline is imposed. A copy shall be submitted to the Union at the same time. The reason(s) given shall be sufficiently specific that the Employee understands the

grounds for the Employer's action and in sufficient detail for the Employee's defence.

Where an Employee is disciplined and the Employer decides to report the matter to the professional association, it may only do so at the time that discipline is being imposed.

(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.

(c) If the Employee concerned wishes to respond they may do so in writing and such response shall become part of the documentation. A copy of the response shall be forwarded to the Union.

(d) An Employee who is fully exonerated through recourse to the grievance procedure shall have all reference to the discipline removed from her personnel file.

(e) In case of discipline, in subsequent proceedings or arbitration hearings, evidence shall be limited to the grounds stated in the written discharge or discipline notice to the Employee and the Union unless the Employer could not reasonably have been aware of additional grounds.

22.03 (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 when the Employer is imposing discipline.

(c) Discipline shall only be imposed at a meeting held for such a purpose.

22.04 (a) The Employer shall inform an Employee if she is being investigated for an incident(s) that may result in discipline or referral to the professional association. Such information shall include the subject of the allegations and will be given as soon as possible and in any case prior to the completion of the investigation. An Employee shall have the opportunity to respond to the allegations prior to the conclusion of the investigation.

(b) If an Employee is suspended pending investigation, the Employer shall render its decision regarding discipline no later than fourteen (14) calendar days from the date of the suspension, except as otherwise agreed between the Employer and the Local. Where the suspension is without pay and investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the Employee shall be paid for time lost and be made whole in all respects.

## ARTICLE 23 - DISTRICT POSITIONS

### 23.01 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 (1) 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;
  - (1) To be scheduled to work at their existing Facility/Agency or;
  - (2) 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 (1) 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.

### 23.02 Multi Facility/Agency Positions

Where a position(s) is created that requires an Employee to:

- (a) be regularly scheduled in more than one Facility/Agency,  
and /or

- (b) provide nursing service(s) throughout the district,

The Local(s) and the Employer(s) shall meet to:

- (a) determine in which Facility/Agency the position will be based for the purpose of application of this agreement,
- (b) discuss the implementation of the position(s). In the absence of an agreement otherwise, an Employee will only be required to report for work in one Facility/Agency in a single shift except where the amount of work precludes such organization (e.g. Rural home care/Health Centre), and
- (c) consider positions which are required to perform work in more than one district.

Insofar as possible, such positions shall encompass similar services or programs.

The Employer shall provide Facility/Agency orientation and training for certifiable skills.

Notwithstanding the above, the Employer and Union agree it is desirable to consolidate work to a single Facility/Agency.

#### **ARTICLE 24 - VACANCIES, PROMOTIONS OR TRANSFERS**

- 24.01 (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.

Permanent vacancies shall be posted in all Facilities/Agencies within the Geographic Health District and temporary vacancies that have not been filled within the Facility/Agency shall also be posted in all Facilities/Agencies within the Geographic Health District. Temporary vacancies shall be posted in the Facility/Agency in which the vacancy arises, unless agreed by the Employer(s) and the SUN District Council to post such vacancies in all Facilities/Agencies within the Geographic Health District.

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 Articles 24.01 (a), 24.02, 24.03 and 24.04 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 Articles 24.02, 24.03 and 24.04.
  - (6) An Employee occupying a temporary position shall be eligible to apply for another temporary position that:
    - (i) would commence thirty (30) calendar days or less prior to the expiry of the temporary position she currently occupies
    - or
    - (ii) does not conflict with the schedule of the current temporary position.
  - (7) No temporary vacancy shall exceed one (1) year without the mutual agreement of the Local and the Employer except for Maternity Leave replacement in accordance with Article 15.04 (d).
- (c) When a position is vacated, posting of the vacancy shall take place within thirty (30) days. If the Employer does not intend to fill the vacancy, the Union shall be notified within thirty (30) days if:
- (1) the position is to be abolished or
  - (2) the position is to remain vacant and for how long.

24.02 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 for temporary vacancies shall be placed in a conspicuous location(s) within the Facility/Agency where the vacancy exists.

Postings for permanent vacancies and temporary vacancies that are not filled within the Facility/Agency, shall be placed in conspicuous location(s) in each of the Facilities/Agencies within the Geographic Health District. The appropriate preferences will be given to applicants in accordance with Article 24.04 herein.

Postings for all vacancies not filled within the Geographic Health District shall be distributed to all other Employers within the province and be placed in conspicuous location(s) in each of the Facilities/Agencies within the Geographic Health District.

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

- 24.03 In all cases of promotion, transfer and filling of vacancies, the position shall be offered on the basis of seniority provided the applicant possesses the qualifications required to fill the position and the sufficient ability to perform the duties and responsibilities of the position.

The Employee who is the successful applicant shall be provided with unit/Agency orientation and training for certifiable skills

- 24.04 A vacancy shall be filled in accordance with Article 24.03 as follows:

- (a) A temporary vacancy shall be filled in accordance with Article 24.03 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 Geographic Health District;
  - (3) Third preference shall be given to applicants from within the Bargaining Unit.

Upon mutual agreement between the Employer(s) and SUN District Council, temporary vacancies within the Geographic Health District shall be filled in accordance with (b) below.

(b) A permanent vacancy shall be filled in accordance with Article 24.03 as follows:

- (1) First preference shall be given to applicants from within the Facilities/Agencies within the Geographic Health District;
- (2) Second preference shall be given to applicants from within the Bargaining Unit.

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

24.05 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 who applied for the vacancy.

24.06 The successful applicant shall be subject to a trial period as identified in Article 19.02.

24.07 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.

24.08 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.

24.09 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.

24.10 (a) When the minimum requirement to enter nursing is the degree in nursing, the minimum requirement for employment shall continue to be registration with the SRNA or RPNAS. The Employer may continue to require a degree for positions that historically have required a degree. Where the Employer creates a new position or



modifies the work of a position and determines that a degree requirement is necessary, Article 29 shall be applied.

- (b) The Employer agrees to provide Employee(s) information regarding and facilitate access to distance education nursing degree programs.

## **ARTICLE 25 - LAYOFF AND RE-EMPLOYMENT**

25.01 In the event a staff reduction becomes necessary, through a reduction of work to be done the Employer shall layoff Employee(s) through the abolition of positions(s). The most senior Employee(s), subject to qualifications and sufficient ability, shall be retained.

25.02 A layoff shall be defined as:

- (a) for a full-time Employee, a reduction of the hours of work as set out in Articles 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.

25.03 The Local of the Union shall be given written notice of impending layoffs 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 25.

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 layoff notice. Where there are vacancies to be posted, the Employer shall advise the Local of such vacancies during discussions of impending layoffs. Such vacancies shall be posted in accordance with Article 24.01.

Employees subject to layoff 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 layoff shall be specified in the notice.

A copy of the layoff 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 layoff.

Notwithstanding the layoff 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 layoff or to deal with particular operational considerations.

#### 25.04 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:
  - (1) to exercise displacement rights in accordance with Article 25.05 (a);
  - (2) an Employee may elect, where there is a reduction in hours of work, to accept the reduced hours of work;
  - (3) to be laid off and placed on re-employment. The Employee(s) shall be advised to contact the Employment Insurance Commission prior to making a decision;
  - (4) for Employees previously covered by the SGEU-PSC, CUPE 600-PSC, CUPE/SAHO Provincial, CUPE 59, SGEU Institutional, CUPE 600-01, CUPE 600-6 agreements, they will continue to have the option to accept severance based on their previous agreement.

Except in exceptional circumstances, if an Employee does not make an election within forty-eight (48) hours or a greater 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.

- (c) A laid off Employee who displaces, or is appointed under Article 25.06, 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.

#### 25.05 Displacement

- (a) A laid off or displaced Employee may only displace an Employee in an equal or lower paid classification and may only displace an Employee in the same pre-existing Agency or Facility, with less seniority, subject to the Employee having the qualifications and sufficient ability 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 re-employment.
- (c) Employee(s) exercising their displacement rights are subject to a trial period as identified in Article 19.02. 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 re-employment 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 an Employee working eight (8) hour shifts or an Employee working under one of the other hours of work options as identified in Article 6 - Hours of Work.
- (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 38 - Staff Development.

#### 25.06 Re-Employment

- (a) When an Employee is placed on re-employment 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 on re-employment for 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) Employee(s) on re-employment have the responsibility to keep their Employer advised of their current address and telephone number.

When hiring an Employee from re-employment, the Employer shall deliver the offer of employment 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 re-employment process.

The time of delivery of the offer of employment to the Employee's last known

address shall be considered to be the time of notification of re-employment.

Copies of offers of employment shall be forwarded to the Local of the Union.

The Employer shall confirm the name of the re-employed Employees.

(c) Employee(s) on re-employment shall be considered applicants to all vacancies, including temporary vacancies that meet the requirements of the Employee's employment preferences as specified in Article 25.06 (a). The successful applicant shall be chosen in accordance with Article 24.03 and 24.04.

(d) Permanent Positions

(1) An Employee being re-employed must indicate her acceptance of the position 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.

(2) An Employee may only refuse re-employment to three (3) permanent positions she had identified in accordance with Article 25.06 (a) except when she declines a position equivalent to the one she was laid off from. An Employee refusing re-employment to a position equivalent to her original position, shall revert to casual status. In addition, an Employee refusing re-employment to three (3) permanent positions shall revert to casual status.

(3) An Employee who accepts re-employment and who fails to report for work at the specified time, shall be considered terminated unless there are extenuating circumstances.

(e) Temporary Positions

(1) Those Employee(s) who have indicated a willingness to perform temporary work shall be re-employed to such work in accordance with Article 24.03 and 24.04.

(2) An Employee re-employed 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 re-employment to a position. In extenuating circumstances, the forty-eight (48) hours may be extended.

(3) An Employee who accepts re-employment 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 re-employment to permanent positions, or their employment status, shall not be affected by undertaking or by refusing temporary or casual work.

(f) Employees, upon re-employment, are subject to a trial period as identified in Article 19.02.

The Employee who is re-employed shall be provided with unit orientation and training for certifiable skills.

(g) Casual Work

The Employer shall offer casual work to Employees who are laid off, and on re-employment, 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 from the District on re-employment.

(h) An Employee shall remain on re-employment for four (4) years from the effective date of layoff. At the end of an Employee's layoff period, she shall have the option to transfer to OTFT-CAS status.

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

#### 25.07 Continuation of Benefits

Provisions of Article 15.12 (b) shall apply to an Employee on the layoff list in the same manner as if she were on a Leave of Absence without pay, except that, time on layoff shall be considered as time worked for future service increments.

An Employee who has been laid off and accepts work within the Bargaining Unit, 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 re-employment, at which time the Employee's ongoing eligibility will be determined in accordance with the terms of the plan(s).

25.08 Temporary Facility/Agency or Unit Closure

Notice of layoff due to a temporary Facility/Agency or unit closure shall specify the expected duration of the temporary closure.

Where an Employee elects not to displace in accordance with Article 25.05 and 25.06 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 24. 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 38 - 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 layoff shall be effected, the layoff notice which shall specify layoff 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 Article 25.06. In the event a temporary closure becomes a permanent closure, Employees may exercise their seniority rights in accordance with Article 25.

**ARTICLE 26 - HEALTH DISTRICTS**

26.01 (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 District Health Board and the Chief Executive Officer.

- 26.02 (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 Facility/Agency attending District Union Management Committee meetings shall be reimbursed for reasonable travel expenses.

**ARTICLE 27 - MERGERS OR TRANSFERS OF SERVICES**

27.01 For the purposes of Article 27 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 (e.g. 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).

27.02 Where a merger or transfer of department(s) or program(s) within a Facility/Agency will result in a layoff or the relocation of an Employee's position Article 27.03 (b) shall apply.

The Employer and the Local of the Union shall meet and jointly determine implementation of Article 27 as it applies to an internal merger or transfer.

Where a merger or transfer of department(s) or program(s) between or between two (2) or more Facilities/Agencies will result in a layoff 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 20 - Seniority, Article 24 - Vacancies, Promotions or Transfers, Article 25 - Layoff and Re-employment, Article 30 - Technological Change and any other Articles that may be applicable.

27.03 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:

- (1) 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/Agency in order of seniority.
- (2) 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 25 shall apply after the transfer of the said Employee(s).
- (3) In the event of a merger, the seniority lists of the affected program(s) or department(s) shall be merged. Senior Employee(s) shall be retained subject to qualifications and sufficient ability to the extent such positions are available.
- (4) 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/Agency, Employee(s) occupying a permanent position shall relocate. Such Employee(s) who choose not to relocate shall be added to the re-employment list but may not exercise displacement rights.
- (5) 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.

The Employer shall notify an Employee(s) within the scope of this Agreement who is unable to relocate in accordance with Article 27.03 above, and she shall be laid off in accordance with Article 25.



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

## **ARTICLE 28 - FACILITY/AGENCY CLOSURE OR CONVERSION**

28.01 In the event of a Facility/Agency closure or conversion (e.g. 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.

- 28.02 (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 Facility/Agency, owned, operated by, or affiliated with the Employer, and where the Union represents Employees, Employees may elect to transfer to the identified Facility/Agency in accordance with Article 27.03 above;
- (b) Employees laid off as a result of a Facility/Agency closure or conversion shall be laid off in accordance with Article 25 and be placed on re-employment.

## **ARTICLE 29 - NEW OR CHANGED CLASSIFICATIONS - NEW POSITIONS**

29.01 All new classifications or new positions within the scope of this Agreement shall be posted in accordance with Article 24. 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.

29.02 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 18 - Arbitration. 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.

29.03 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.

29.04 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.

29.05 Until the parties agree and implement a joint job evaluation program, the following shall apply:

Where the Employer makes substantive change(s) to an existing position, they shall have discussion with the Local to establish the appropriate classification and rate of pay for the changed position.

Where there is a difference between the Employer and the Local, the provisions of Article 29.02 (a) and (b) shall apply.

## **ARTICLE 30 - TECHNOLOGICAL CHANGE**

30.01 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 twenty percent (20%) of Employees will no longer be required, the Employer shall provide notice to the Union in accordance with Article 30.01.

- (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 rates of pay within the scope of this Agreement shall be negotiated in accordance with Article 29.
- (e) 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.

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

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

## **ARTICLE 31 - ORGANIZATIONAL CHANGE**

31.01 Whenever possible, the Employer shall ensure that Employees are kept informed of pending operational or organizational changes.

As a result of pending organizational change, the Employer shall endeavour to establish 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 32 - RECOGNITION OF PREVIOUS EXPERIENCE**

32.01 Nurses commencing employment at the Nurse I level 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
  - (1) one (1) year experience or less within the past five (5) years immediately preceding the date of hiring - placement at Step 1;
  - (2) two (2) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 2;
  - (3) three (3) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 3;

(4) four (4) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 4;

(5) five (5) years of experience within the past six (6) years immediately preceding the date of employment - placement at Step 5;

(b) Other Than Full-Time Previous Experience

(1) one thousand nine hundred and forty-eight point eight (1948.8) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 1;

(2) three thousand eight hundred and ninety-seven point six (3897.6) paid hours experience within the past five (5) years immediately preceding date of employment - placement at Step 2;

(3) five thousand eight hundred and forty-six point four (5846.4) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 3;

(4) seven thousand seven hundred and ninety-five point two (7795.2) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 4;

(5) nine thousand seven hundred and forty-four (9744) paid hours experience within the past six (6) years immediately preceding the date of employment - placement at Step 5;

32.02 (a) Employees hired into a classification other than Nurse I 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

(b) Employees hired into a classification other than Nurse I without experience in an equivalent classification shall be placed on the salary scale in accordance with Article 24.07, after initially placing her on the Nurse I scale based on her previous experience.

32.03 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 33 - RECOGNITION OF EDUCATION

33.01 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		\$0.17 per hour
One (1) year University diploma in Nursing		\$0.17 per hour
Baccalaureate Degree in Nursing	- Nurse I, II, III	\$0.21 per hour
	- Nurse IV	\$0.45 per hour
Masters Degree (applicable to the position)		\$0.64 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.

Employee(s) paid at Nurse II and Nurse III rates receiving an allowance for education of forty-five cents (\$0.45) per hour shall continue to receive this allowance for all paid hours.

- 33.02 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.
- 33.03 Allowances for education are not cumulative and an Employee shall be paid only for the highest qualifications attained.
- 33.04 Allowances for Education as established in this Article shall commence only after successful completion of the probationary period as set forth in Article 19.

#### **ARTICLE 34 - EMPLOYEES ON OTHER THAN FULL-TIME STATUS**

- 34.01 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.

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)".

- 34.02 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:

- (a) works on a regular and continuing scheduled basis; or
- (b) 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.

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

- 34.04 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:

- (a) Replacement for illness and WCB of less than 120 days;
- (b) Vacation replacement;
- (c) Statutory Holiday replacement;
- (d) Leave of Absence of less than 120 days;
- (e) Temporary excess work load.

34.05 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.

(a) Job Status.

(b) 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.

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

34.06 Notwithstanding Article 34.01, 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 34) 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 24.

34.07 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.

34.08 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 one thousand nine hundred and forty-eight point eight (1948.8) paid hours).

34.09 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.

34.10 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.

- 34.11 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.
- 34.12 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, and is not employed elsewhere in the bargaining unit, the Employee shall be considered terminated.
- 34.13 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 OTFT-JS, OTFT-RPT and Employees on re-employment who have indicated a willingness to work casual hours.

In Facilities/Agencies where there is agreement and/or practice to offer casual work in descending order of seniority such agreement and/or practice shall continue.

- 34.14 The Employer shall communicate the availability of casual work within the Geographic Health District and the Bargaining Unit and employ such applicants prior to hiring new Employees. Bulletins shall be distributed and displayed in the same fashion as job postings in order to provide Employees the opportunity to access such work.

- 34.15 Temporary job share

A temporary job share shall mean the voluntary sharing of a full-time position by two Employees, one of whom is the permanent incumbent of the full-time position. Implementation and ongoing maintenance of position sharing shall be in accordance with Letter of Understanding #4.

- 34.16 Permanent job share

A permanent job share shall only be initiated by the incumbent of a full-time position in accordance with Letter of Understanding #5.

- 34.17 An OTFT-RPT or JS Employee(s) may occupy more than one OTFT – RPT position. Upon request from the Local, an Employer may make reasonable revisions to the master schedule to allow an Employee to occupy more than one (1) OTFT – RPT or JS position. On acquiring an additional OTFT – RPT position, the Employer shall issue a new Letter of Appointment, indicating the cumulative number and length of shifts in accordance with Article 34 except when positions are located in different Facilities/Agencies/Units.

- 34.18 Full-time and OTFT Relief

Within one hundred and twenty (120) days of signing this agreement, the Employer shall review, in consultation with the Union, the predictable absences of regularly scheduled Employees, temporary excess workload, as well as a review of overtime usage. Positions which have been identified as those that can be regularly scheduled on a continuing basis



shall be posted. Such relief Employee(s) shall be given orientation and training for certifiable skills for each unit and/or Facility/Agency they shall be relieving at prior to providing such relief. It is agreed the Employer shall first consolidate work in a single unit/Facility/Agency. Except in extenuating circumstances an Employee shall not be required to report to more than two units or Facilities/Agencies on any given shift/workday. Insofar as possible such positions shall be full-time and encompass similar services or programs.

A relief Employee shall appear on the schedule on a regular and continuing basis. The relief Employee may be scheduled for the following:

- (a) Replacement of illness and WCB of less than one hundred and twenty (120) days;
- (b) Vacation replacement;
- (c) Statutory Holiday replacement;
- (d) Leave of absence of less than one hundred and twenty (120) days;
- (e) Temporary excess workload

### **ARTICLE 35 - TEMPORARY LICENSE TO PRACTICE**

35.01 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".

35.02 (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 Nurse I 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.

35.03 (a) Upon the request of an Employee, the Employer shall grant leave of absence from duty without pay in order for the Employee to study for the professional registration examination. The Employee shall receive at least sixteen (16) hours clear time off duty prior to writing the examination.

(b) An Employee required to write professional registration exams shall be released from duty with no loss of pay.

### **ARTICLE 36 - LICENSE TO PRACTICE**

36.01 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.

36.02 Employees who presently enjoy the payment of license to practice fees shall continue to receive such benefits as per the previous payment arrangement until March 31, 2000.

Effective April 1, 2000, and annually thereafter the Employer shall pay license to practice fees in full for all Employees covered by this agreement. In instances where the Employee is registered with both the SRNA and the RPNAS the Employer is only responsible for paying the higher of the two professional fees.

### **ARTICLE 37 - UNION MANAGEMENT COMMITTEE**

37.01 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 Employer(s) 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 with no loss of pay.

### **ARTICLE 38 - STAFF DEVELOPMENT**

38.01 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.

38.02 (a) 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.

(b) When equipment and/or services are introduced that have a direct impact and result in a subsequent change in the delivery of nursing services, the Employer shall provide, during regular working hours, in-service education to Employees directly affected.

38.03 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.

- 38.04 (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 re-employment, the Employer shall provide in-house training as required, to Employees prior to hiring a new Employee.
- 38.05 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).
- 38.06 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 39 - PERSONAL PROPERTY DAMAGE**

- 39.01 An Employee's personal property loss or damage resulting from the action of a client or others while on duty 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 40 - PERSONNEL FILE**

- 40.01 (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 acknowledgement 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.

40.02 (a) An Employee shall be allowed access to her personnel file, at her place of employment during mutually agreeable working hours, 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.

(b) An Employee shall have the right to request and receive copies of documents contained in her personnel file.

40.03 After two (2) years an adverse report shall be removed from the Employee's file, unless there have been subsequent documented incidents of a similar nature.

#### **ARTICLE 41 - FLOAT ORIENTATION**

41.01 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.

41.02 Wherever possible, Employee(s) will not be assigned to "float" to work areas with which they are unfamiliar. The Employer shall establish a means for paid orientation of Employee(s) assigned to float. Where orientation has not been provided the Employee shall provide care within her level of skill and experience.

41.03 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 Employee available and working on that unit.

#### **ARTICLE 42 - NO STRIKES - NO LOCKOUTS**

42.01 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 43 - COURT/JURY DUTY**

- 43.01 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.
- 43.02 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 44 - PORTABILITY OF BENEFITS**

- 44.01 (a) Any Employee who relocates within the bargaining unit, pursuant to the terms of this agreement, shall maintain her seniority, unused sick leave credits, vacation credits subject to Article 13, most recent vacation accrual rate, salary step, increment date, and eligibility for Health and Welfare plans and pension plan as if she worked at a single location. When appropriate, determination of salary shall be in accordance with Article 24.07, 24.08 or 24.09. Employees eligible for long service leave shall retain that benefit.
- (b) Any Employee who terminates from all positions in the bargaining unit or other Employers where the Union represents Employees and who commences employment within one hundred and twenty (120) days within the bargaining unit shall retain her seniority, unused sick leave credits earned in the past twenty four (24) month period, most recent vacation accrual rate, and salary step. When appropriate, determination of salary shall be in accordance with Article 24.07, 24.08 or 24.09.

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.

#### **ARTICLE 45 - HEALTH & WELFARE PLANS**

- 45.01 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).

- 45.02 The Unions' representatives shall be named by the Unions.
- 45.03 The Employers' representatives shall be named by SAHO.
- 45.04 The Committee shall be chaired by a representative named by the SAHO Board.

45.05 Expenses for the Employee Benefit Plan Committee meetings shall be the responsibility of the Plans.

## **ARTICLE 46 - EMPLOYEE BENEFITS**

### 46.01 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, Extended Health (April 1, 2000), Enhanced Dental (April 1, 2000) and Pension;
- (c)
  - (1) Projected pension at age 65 (sixty-five);
  - (2) Projected pension at earliest retirement without penalty;
  - (3) Value of pre-retirement death benefit.

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

46.03 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 47 - PENSION PLAN**

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

47.02 SUN Members currently under pension plans, other than the SAHO Pension Plan including RRSP pension plans, shall continue their membership in those plans.

## **ARTICLE 48 - RETIREMENT**

48.01 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:

- (a) The stated retirement age shall be as specified in the pension plan applicable to the Employee.
- (b) An Employee shall have the right to take early retirement as specified in the pension plan applicable to the Employee.
- (c) An Employee shall have the right to request an extension to her employment beyond retirement age.
- (d) 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 49 - GROUP LIFE INSURANCE**

49.01 The Employer will pay for the first twenty five thousand dollars (\$25,000.00) coverage for an Employee covered under the Group Life Insurance Policy as carried by the Saskatchewan Association of Health Organizations.

#### **ARTICLE 50 - DENTAL PLAN, EXTENDED HEALTH PLAN AND ENHANCED DENTAL**

50.01 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.

50.02 Effective April 1, 2000, the Employer shall provide an Extended Health Plan and Enhanced Dental Plan fully paid for by the Employer, for Employees, their spouse and eligible dependants. The Plans shall be governed by a joint board of trustees made up of equal representation of Union and Employer representatives. The joint board of trustees shall be responsible to develop and administer the Plans within the resources allocated to the Plans.

The Extended Health Plan and Enhanced Dental Plan will be funded by the Employer each year at an annual rate of two point one percent (2.1%) of straight time payroll.

50.03 Extended Health Plan

The Plan shall provide hospital and medical benefits over and above the services provided under the Saskatchewan Health Services Act including: drugs, vision care, charges for services of practitioners, diabetic supplies, ambulance services, hospital board and room charges, convalescent hospital services, medical equipment, emergency out of country medical costs, outpatient hospital services, etc.

50.04 Enhanced Dental Plan

The Plan shall compensate at one hundred percent (100%) for preventative, basic and routine services. Major restorative services shall be compensated at seventy five percent (75%). Orthodontia shall be provided for Employees, their spouse and eligible dependants within the resources available to fund the Plan.

## **ARTICLE 51 - LONG TERM DISABILITY PLAN**

### **51.01 Joint Funding**

Effective April 1, 1999, the Long Term Disability (LTD) Plan will be funded one percent (1.0%) by the Employer and point eight four percent (0.84%) by the Employees whereby the total cost of the Plan shall not exceed one point eight four percent (1.84%) of regular payroll and the Employer's premium cost shall not exceed one percent (1.0%).

### **51.02 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.

### **51.03 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.

- (a) 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 one hundred and nineteen (119) calendar days or until the Employee's sick leave has been exhausted.
- (b) For periods of disability which continue past the one hundred and nineteenth (119th) calendar day, the Employee will receive a monthly disability benefit equal to sixty-five percent (65%) of her pre-disability earnings. For disabilities that occur on or after April 1, 1999, the monthly disability benefit will be equal to seventy-five percent (75%) 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.
- (c) 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.
- (d) 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.

- (e) 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.
- (f) 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.
- (g) 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 six (6) months prior to becoming a member of the Plan.
  - Disability for which the Employee is not under the regular care of a physician.
- (h) Annually the Employer shall provide each member of the Disability Income Plan with an Employee Benefit Statement. Such statement shall outline:
  - (1) Premiums paid by Employee members;
  - (2) Member's sick leave credits;
  - (3) Coverage under Group Insurance, Disability Income Plan and Pension.
- (i) Pension benefits regarding years of service will continue to accrue during disability as though the Employee were still fully employed.
- (j) Effective the date of signing of the collective agreement, all Employees shall be enrolled and participate in the LTD Plan.

## **ARTICLE 52 - NORTHERN ALLOWANCE**

52.01 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 1/99</u>	<u>Effective October 1/99</u>
Lac La Ronge	\$ 78.00	\$ 80.00
Ile a la Crosse	\$208.00	\$212.00
La Loche	\$220.00	\$225.00
Uranium City		
- Hospital Housing	\$267.00	\$272.00
- Employees Housing	\$416.00	\$424.00

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 53 - NURSING ADVISORY COMMITTEE**

53.01 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. A District Nursing Advisory Committee shall be implemented upon mutual agreement of the parties. It is understood that matters expressly provided for in the Collective Agreement shall not be deemed appropriate subjects for discussion by the Committee.

53.02 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.

53.03 The Committee shall be composed of:

- (a) Base Hospital: Six (6) members to be appointed by SUN.
- (b) Regional Hospital: Four (4) members to be appointed by SUN.
- (c) All other Facilities/Agencies: Two (2) members to be appointed by SUN.
- (d) 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.

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

- 53.05 Agendas shall be circulated prior to each meeting, but this shall not restrict the right to raise issues without prior agenda notice.
- 53.06 Minutes of Committee meetings shall be taken, circulated and approved at the next NAC meeting.
- 53.07 Unresolved items from previous meetings of the Committee shall be highlighted and reviewed at the Committee's next meeting.
- 53.08 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.
- 53.09 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.
- 53.10 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.
- 53.11 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.
- 53.12 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.
- 53.13 (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.
- 53.14 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.
- 53.15 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.

- 53.16 Referred to arbitration pursuant to Section 13 Memorandum of Agreement (July 2, 1999) and Section 8 of the Memorandum of Understanding signed April 18, 1999.
- 53.17 Referred to arbitration pursuant to Section 13 Memorandum of Agreement (July 2, 1999) and Section 8 of the Memorandum of Understanding signed April 18, 1999.
- 53.18 Each party shall bear the cost of its own appointees to the IAC and shall jointly bear the cost of the chair.
- 53.19 Employees required to attend IAC meetings shall be granted Union leave on one (1) week's notice and with pay as per Article 15.13.

#### **ARTICLE 54 - NURSING PRACTICE**

- 54.01 The Employer shall provide a working environment consistent with nursing standards, practices and procedures.
- 54.02 The Employer shall have in place nursing policies and procedures which are consistent with the professional associations' standards of practice. Where educational needs arise from new nursing practices or procedures, the Employer shall provide such education during Employees' regular hours of work.
- 54.03 (a) Where an individual Employee or group of Employees have cause to believe that she or they are being asked to perform more work than is consistent with proper client care, she or they shall first discuss the matter with her supervisor. If the matter is not resolved within five (5) calendar days, the issue may be referred to the NAC.
- (b) Where an Employee has reasonable grounds to believe that she is working, at the Employer's direction, in violation of her professional responsibilities, she shall inform her immediate supervisor and identify the issue. A meeting shall be convened within twenty (24) hours to consider and implement alternative options of care delivery meeting the required professional standards.
- 54.04 If a nursing professional association wishes to audit the nursing practice environment at the operations of an Employer, the Employer shall disclose the information relevant to the nursing issues to be reviewed.

#### **ARTICLE 55 - OCCUPATIONAL HEALTH AND SAFETY**

- 55.01 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. 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.

- 55.02 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. Employee(s) required to attend district wide committee meeting(s) shall be released from duty without loss of pay for travel and meeting time and reimbursed for kilometres travelled from her Facility/Agency as per Article 11.01(a). If the Employee is not on duty she shall be reimbursed at regular pay for travel and meeting time, or may bank as time in lieu, and will be paid for kilometres travelled as per Article 11.01 (a).

- 55.03 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.
- 55.04 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.
- 55.05 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).
- 55.06 The Employer agrees to implement policies and procedures that comply with "Universal Precautions".
- 55.07 The Employer shall ensure mechanisms are in place for the safety of Employees that are required to work alone as provided for under the *Occupational Health and Safety Act*, including an effective communication system. The Employer shall issue emergency supplies for use in travelling under winter conditions to Employees who are required to travel in rural areas.
- 55.08 Protective clothing (and laundering of same) and equipment required by the Occupational Health and Safety Regulations shall be provided at no cost to the Employee.
- 55.09 Insofar as possible, the Employer shall provide for the secure storage of clothing and personal effects for Employees who change clothing at work.

## **ARTICLE 56 - TERMS OF AGREEMENT**

- 56.01 This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after April 1, 1999 up to and including March 31, 2002, and from year to year thereafter, unless notification to amend be given in writing.
- 56.02 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 re-negotiate this agreement or revisions thereof.
- 56.03 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 57 - SALARY AND INCREMENTS**

- 57.01 The salary scale for Employee(s) shall be set out hereinafter in Schedule "A".
- 57.02 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.
- 57.03 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.
- 57.04 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.
- 57.05 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".
- 57.06 Employee(s) on OTFT status shall be eligible for increments as follows:
- (a) Employee(s) placed at Step 1 in accordance with Article 32.01 (b) shall remain at such rate for one thousand nine hundred and forty-eight point eight (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 57.06 (b).
  - (b) (1) Employee(s) on Step 2 or higher of the salary scale on completion of nine hundred and seventy-four point four (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 nine hundred and seventy-four point four (974.4) regular hours (i.e., a total of one thousand nine hundred and

forty-eight point eight (1948.8) hours) the Employee shall receive the full Step rate.

- (2) Thereafter, advancement through further Steps of the scale shall be in accordance with the procedure outlined in (1) above.

	Step 1	Step 2	Step 2.5	Step 3	Step 3.5	Step 4	Step 4.5	Step 5
April 1/99 – Graduate Nurse (Unregistered)	17.01							
April 1/99 – Nurse I	19.29	20.25	20.76	21.26	21.80	22.33	22.89	23.44
April 1, 2000	19.89	20.88	21.40	21.92	22.47	23.02	23.60	24.17
April 1, 2001	20.51	21.53	22.07	22.60	23.17	23.73	24.33	24.92
April 1, 2000 – Graduate Nurse (Unregistered)	17.35							
April 1/99 – Nurse II	20.55	21.58	22.12	22.66	23.23	23.79	24.39	24.98
April 1, 2000	21.19	22.25	22.81	23.36	23.95	24.53	25.14	25.75
April 1, 2001	21.85	22.94	23.51	24.08	24.69	25.29	25.92	26.55
April 1, 2001 – Graduate Nurse (Unregistered)	17.70							
April 1/99 – Nurse III	21.37	22.44	23.01	23.57	24.16	24.75	25.37	25.98
April 1, 2000	22.03	23.13	23.71	24.29	24.90	25.51	26.15	26.78
April 1, 2001	22.71	23.85	24.45	25.04	25.67	26.30	26.96	27.61
April 1/99 – Nurse IV	21.93	23.02	23.60	24.17	24.77	25.37	26.01	26.65
April 1, 2000	22.61	23.74	24.34	24.93	25.55	26.17	26.83	27.48
April 1, 2001	23.31	24.48	25.09	25.70	26.34	26.98	27.66	28.33

## NEW PROVISIONS

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



**SUN-SAHO PRO FORMA LETTER OF APPOINTMENT**  
**Pursuant to Article 34.05**

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 \_\_\_\_ NO

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 34.05**  
**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-SAHO PRO FORMA LETTER**  
**Re: "Shift Option(s)"**

The Employer and the Local of the Union have agreed, pursuant to Articles 6.26 and 6.27 of the Collective Agreement, to implement the shift option(s) indicated below on the unit(s) identified below;

<b>UNIT</b>	<b>OPTION</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**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 31ST DAY OF AUGUST 1999.**

**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 31ST DAY OF AUGUST 1999.**

**Signed on behalf of  
Saskatchewan Association of Health  
Organizations Bargaining Committee**

**Signed on behalf of:  
Saskatchewan Union of Nurses Bargaining  
Committee**

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Lana Clark

---

Marlene Brown

---

Carol Churchill

---

Katherine Dally

---

Aaron Fornwald

---

Cheryl Duchscher

---

Jill Johnson

---

Adelle Eikel

---

Sylvia Jones

---

Janet Hammond

---

Doris Marshall

---

Diane Heidel

---

Claudia Vachon

---

E. Jean Hobbs

---

Nancy Wilkins

---

Lois Jonson

---

Don Soanes

---

Louise Kelly

---

Glenn Hilton

---

Linda McKinnon

---

Nancy Ogrodnick

---

Donna Ottenson

---

Leeann Potetz-Moore

---

Debbie Prevost

---

Doreen Scott

---

Heather Szeponski

---

Garth Robson

---

Beverly Crossman

---

Rosalee Longmoore

---

**LETTER OF UNDERSTANDING #1**  
**Re: "Hours of Work"**

1. This Letter of Understanding shall apply to those Employees who work in more than one Facility/Agency within a District or more than one Health District.
2. 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 shall apply. For Employees working the twelve (12) hour shift option, the averaging period shall be twenty eight (28) days [one hundred forty-nine point three six (149.36 hours)], otherwise the averaging period shall be two hundred and twenty four (224) hours in a six (6) week period. This shall apply regardless of length of shifts in the Facility/Agency.
3. If an Employee has a full-time position in one Health District and also any OTFT position(s) in another Health District, the Employee shall choose which position(s) the Employee wishes to retain and the vacated position(s) shall be filled in accordance with the collective agreement.
4. If an Employee has more than one OTFT position in different Health Districts, which together exceed full-time hours, 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.
5. An Employee, who as a result of choosing position(s) as in 3 and 4 above, forfeits a position in one Health District (or previously in a Facility/Agency), may at her request retain the right to Facility/Agency casual status under the Collective Agreement. The Employee shall notify the Employer of this preference when applying for vacancies. An Employee working full-time within the Bargaining Unit, may only work casual or overtime in an additional Facility/Agency not identified in her position, should no relief or casual staff be available at that location.
6. In no way shall the application of choices under paragraphs 3 or 4 be deemed to constitute a layoff.
7. 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 3 or 4 in writing to the Employer within four weeks of the date the Local(s) are in receipt of the written notice.
8. In the event of a merger of Health Districts the scheduling provisions shall not apply to Employees who previously worked in two different Health Districts until one hundred and twenty (120) days following the merger.

**LETTER OF UNDERSTANDING #2**  
**Re: Home Care Hours Of Work**

Within one hundred and twenty (120) days of signing of the Collective Agreement, the Local and the Employer shall conduct the following review of work in home care and implement the results. The following shall guide the process:

- ◆ Inventory current permanent work
- ◆ Inventory work done by casuals for the last twelve (12) months and review the amount and location of that work
- ◆ Identify work arising from predictable absences
- ◆ Determine the amount of work available to be permanently allocated within the District home care Agency
- ◆ Determine appropriate geographic assignment considering services and resources and the commitment to consolidate work and create more full-time jobs

The Employer shall, in consultation with the Local, based on the above review:

- ◆ Convert ongoing work which may have been assigned as casual work to permanent position(s)
- ◆ Wherever possible, consolidate work into eight (8) hours shifts
- ◆ Establish geographic locales
- ◆ Have Employee(s) report for work once per working day, wherever possible
- ◆ Make jobs as large as possible
- ◆ Post appropriate position(s) taking into account hours worked per permanent Employee(s)
- ◆ Where possible, consolidate work left over with work in other Agencies and Facilities

Except where the Home Care hours review demonstrates that implementing a minimum shift of four (4) hours for Home Care Employees is not demonstrably feasible, taking into account adjustments to the geographic areas, volume and pattern of work, four hour minimum shifts shall be implemented.

Subsequent reviews shall be done at the request of the Employer or the Local.

**LETTER OF UNDERSTANDING #3**  
**Re: Overtime**

Within ninety (90) days of the signing of the memorandum of agreement the Employers shall have completed a comprehensive review of overtime usage and the reasons for such usage. The Employers agree to utilize this information to reduce overtime usage. The information and plan for reduction of overtime usage will be forwarded to the Local.

When developing a strategy for reduction of overtime the following actions may be considered:

- (a) Reorganization of the actual work being done;
- (b) Review roles of support staff to ensure more effective utilization of staff;
- (c) Review of minimum staffing levels;
- (d) Recruit for and fill vacancies;
- (e) Reduce beds and/or services.



**LETTER OF UNDERSTANDING #4**  
**Re: Temporary Job Share**

The parties hereby agree that the conditions under which Job Sharing shall be established are as follows.

1. Definition
  - 1.1 Job sharing shall be defined as the voluntary sharing of a full-time position by two (2) Employees, one (1) of whom is the permanent incumbent of the full-time position. Scheduling provisions shall continue to apply to the rotation as if the Job Share was a full-time position.
2. Explanation
  - 2.1 Job Sharing is intended to allow a full-time Employee to work less than regular full-time hours while maintaining status as a permanent Employee. If they so desire, job-sharing Employees may be offered casual work.
  - 2.2 Job share Employees are not responsible to cover absences (i.e. vacation, sick leave, leaves of absence) of their job share partner.
3. Initiation
  - 3.1 A job share arrangement shall only be initiated upon the request of a non-probationary full-time Employee submitted through her immediate supervisor. Initial requests to convert to Job Share shall be considered in order of seniority for an identified unit, Agency or Facility. Subsequent requests will be considered on a first come first serve basis.
  - 3.2 A request for Job Share is subject to the approval of the Employer.
4. Duration, Renewal, Termination
  - 4.1 An approved job share shall be for a maximum of one year and a minimum of six months.
  - 4.2 An existing job share may be renewed for periods not exceeding (1) year upon the request of the permanent incumbent and with the Employer's approval. Requests for renewal shall be provided to the Employer by the permanent incumbent no later than sixty (60) days prior to the expiry of the job share arrangement.
  - 4.3 If not renewed, any job share arrangement shall be considered as expired on the end date of the original request.

4.4 The permanent incumbent or the Employer may terminate the job share arrangement on sixty (60) days written notice to the Employer or the permanent incumbent (whichever is applicable), the local and the Other Than Full-Time Employee participating in the job share. By mutual agreement of the Employer and the Local, the sixty (60) day notice may be shortened.

5. Filling Temporary Vacancies for Job Share

5.1 The remainder of the job-shared position will be filled as a temporary vacancy in accordance with Article 24 and Article 25 of the Collective Agreement.

6. Benefits

6.1 The permanent incumbent and the Other Than Full-time Employee Participating in the job share shall:

1. earn and expend vacation leave and sick leave as if each Employee was OTFT;
2. earn statutory holiday pay, increments and seniority as if each Employee was OTFT;
3. make contributions to the pension plan as per the terms of the plan relative to actual pensionable earnings;
4. be provided dental coverage as per the terms of the plans as if each Employee was OTFT;
5. be provided Group Life coverage as per the terms of the plan for the OTFT Employee. The permanent incumbent shall be provided full coverage as if she continued to work full-time;
6. shall make contributions and be provided LTD coverage as per the terms of the plan as if each Employee was OTFT. Notwithstanding the foregoing, the permanent incumbent, at her discretion, may continue one hundred percent (100%) coverage under the LTD Plan by paying her contributions and a percentage of the Employer's contribution, equal to the percentage she has reduced her hours.

7. Reversion Rights/Layoff

7.1 On termination of the job share arrangement, the permanent incumbent shall revert to the regular full-time hours of her position. The Employee working the temporary portion of the job share shall revert to her former position or status.

- 7.2 In the event of layoff or displacement the permanent incumbent will be laid off or displaced as a full-time Employee. The Employee working the temporary vacancy of the job share will revert to their former position or status.

**LETTER OF UNDERSTANDING #5**  
**Re: Permanent Job Share**

The parties hereby agree that the conditions under which Job Sharing shall be established are as follows.

1. Definition

- 1.1 Job sharing shall be defined as the voluntary sharing of a full-time position by two (2) Employees. Scheduling provisions shall continue to apply to the rotation as if the Job Share was a full-time position.

2. Explanation

- 2.1 Job Sharing is intended to allow a full-time Employee to work less than regular full-time hours while maintaining status as a permanent Employee. If they so desire, job-sharing Employees may be offered casual work.
- 2.2 Job share Employees are not responsible to cover absences (i.e. vacation, sick leave, leaves of absence) of their job share partner.

3. Initiation

- 3.1 A job share arrangement shall only be initiated upon the request of a non-probationary full-time Employee submitted through her immediate supervisor. Initial requests to convert to Job Share shall be considered in order of seniority for an identified unit, Agency or Facility. Subsequent requests will be considered on a first come first serve basis.
- 3.2 A request for Job Share is subject to the approval of the Employer.

4. Filling Vacancies for Job Share

- 4.1 The remainder of the job-shared position will be filled as a permanent vacancy in accordance with Article 24 and Article 25 of the Collective Agreement.
- 4.2 Should a portion of the position become vacant, the vacancy shall be posted as a job sharing position, in accordance with Article 24 and 25. Should no applications be received from qualified applicants, the position shall revert to full-time. If the remaining partner is not the original incumbent she shall be afforded access to the layoff provisions in accordance with Article 25 and the full-time position shall be posted in accordance with Article 24.

5. Benefits

- 5.1 The permanent incumbent and the Other Than Full-time Employee participating in the job share shall:

1.                   earn and expend vacation leave and sick leave as if each Employee was OTFT;
2.                   earn statutory holiday pay, increments and seniority as if each Employee was OTFT;
3.                   make contributions to the pension plan as per the terms of the plan relative to actual pensionable earnings;
4.                   be provided dental coverage as per the terms of the plans as if each Employee was OTFT;
5.                   be provided Group Life coverage as per the terms of the plan as if each Employee was OTFT;
6.                   shall make contributions and be provided LTD coverage as per the terms of the plan as if each Employee was OTFT.

**LETTER OF UNDERSTANDING #6**  
**Re: Recruitment**

For the lifetime of this agreement, a Registered Nurse or Registered Psychiatric Nurse with previous nursing experience, who terminates with an Employer and within one hundred and twenty (120) days secures employment with an Employer who is party to this collective agreement, shall retain: her unused sick leave credits earned in the past twenty four (24) month period, most recent vacation accrual rate to the maximum applicable in the SUN/SAHO collective agreement, and be placed at a salary step that is at the rate she would have attained if her work experience were attained under this agreement, to a maximum of the applicable classification within the SUN/SAHO collective agreement.

**LETTER OF UNDERSTANDING #7**  
**Re: Internal Transfers**

Historical practices involving internal transfers of Employees shall continue unless agreed otherwise between the Employer and the Local (e.g. “asking off” practices).

**LETTER OF UNDERSTANDING #8**  
**BETWEEN**  
**SASKATCHEWAN UNION OF NURSES AND**  
**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**  
**Re: Vacation Pay and Sick Pay on Termination or Retirement & Furlough Leave**

The parties agree that Employees on staff as at date of signing formerly covered by the SGEU/PSC, CUPE 600/PSC, CUPE Local 600-01 & 600-6/SAHO, SEIU/SAHO, CUPE 59/Saskatoon District Health, CUPE 7(176)/Regina Health District, PIPS and SGEU/ Wascana Rehabilitation Centre/ Lakeside/ Parkland/ SAHO shall retain previous entitlement to vacation and sick leave pay on termination or retirement and furlough leave in accordance with the following provisions:

**SGEU/PSC**

**Vacation Entitlement in Year of Retirement**

Employees leaving the service on or after age sixty-five (65) or at any time following the completion of thirty-five years' service or at any time following the completion of thirty-five years' service, shall be entitled in the fiscal year of retirement to fifteen (15), twenty (20), twenty-five (25) or thirty (30) days vacation leave or pay in lieu thereof.

**For Permanent Layoff or Ill Health or Incapacity**

Employees whose employment is terminated:

- (a) due to permanent layoff following three (3) years on the layoff list, (subject to the severance pay provision), or
- (b) due to ill health or physical or mental incapacity and who are not eligible for a pension under Section 10 (b) of the *Public Service Superannuation Act* or for a payment under Section 16, 47 or 48 of the said Act, and whose application for payment under this subsection has been approved by the Commission, shall be entitled to receive a gratuity in an amount equal to one-third (1/3) of their unexpended sick leave accumulated from the date of employment to the date of separation. Payment will be calculated on the salary being paid on date of separation.

**CUPE Local 600/PSC**

Notwithstanding anything contained in any of the foregoing clauses, Employees who are superannuated or retired on account of ill health, or at the age of sixty (60) or more years, or after thirty-five (35) years of continuous service, shall be entitled in the vacation year of retirement to three (3) weeks vacation leave, provided, however, that an Employee otherwise entitled under the provisions of this agreement to four (4), five (5) or six (6) weeks of vacation leave shall receive the same in the year of retirement. This entitlement shall be in addition to any earned vacation leave credited at the end of the previous vacation year.



## Gratuity

- (a) Employees retired on account of age who are not eligible for superannuation shall receive a gratuity (not exceeding four (4) months' salary) in lieu, in an amount equal to one-third (1/3) of the unexpended sick leave accumulated from date of employment to July 31, 1951. Payment will be calculated on salary being paid at the time of retirement.
- (b) Other Employees credited with unexpended sick leave shall, upon superannuation or termination of employment, receive a gratuity (not exceeding four (4) month's salary) in lieu, in an amount equal to one-third (1/3) of such unexpended sick leave accumulated from date of employment to December 1, 1949. Payment will be calculated on salary being paid at the date of superannuation, or termination of employment.
- (c) Employees whose employment is terminated:
  - (1) Due to permanent layoff following three (3) years on the layoff list, or
  - (2) Due to ill health, or physical or mental incapacity and who are not eligible for a pension under section 10 b) of *the Public Service Superannuation Act*, or for payment under Section 16, 47 or 48 of the said *Act*, shall be entitled to receive a gratuity in an amount equal to one-third (1/3) of their unexpended sick leave accumulated from the date of employment to the date of separation. Payment will be calculated on salary being paid on date of separation.
- (d) Where an Employee entitled to a gratuity under this section has obtained credit for unexpended sick leave under Article 17.07, the gratuity payable with respect to any unexpended sick leave so re-credited, shall be that paid to him at the time of his first separation, with respect to such unexpended sick leave, less a proportionate amount covering any such sick leave used by him.
- (e) In the event of the death of an Employee, any amount which would have been payable under (a) and (b) hereof, had the Employee terminated his employment on the date of his death, shall be paid to his estate.

## **CUPE Local 600-01 & 6/SAHO**

Notwithstanding anything contained in the foregoing clauses, Employees who are superannuated or retired before December 31, 2006, on account of ill health or at the age of sixty (60) or more years, or after thirty-five (35) years' continuous service, shall be entitled in the vacation year of retirement to three (3) weeks' vacation leave, provided, however, that an Employee otherwise entitled under the provisions of this agreement to four (4) weeks, five (5) weeks or six (6) weeks of vacation leave, shall receive the same in the year of retirement.

### **CUPE 059/Saskatoon District Health**

Severance pay will be payable on the basis of two percent (2%) per year of employment of accumulated sick leave credit at the date the Employee leaves the civic service, to a maximum of sixty percent (60%) of such credit. Payment to be based on the average rate of pay during the last ten (10) years of service, and to be paid in cash or in such manner as the Employee may direct. Payment to be made on retirement, resignation or involuntary release from the service because of technological change – but not on dismissal for cause – provided the Employee has completed ten (10) years of service.

Should an Employee die while in the service and having completed ten (10) years' service, a gratuity shall be paid to his estate – such gratuity to be calculated in the same manner as for retirement or resignation.

Severance Pay is not applicable to part-time, temporary and casual Employees.

### **SGEU/Wascana/SAHO**

An Employee leaving the Facility on or after superannuation age or at any time following completion of thirty-five (35) years of service, shall be entitled in the fiscal year of retirement to vacation leave subject to Article 18.01 or pay in lieu thereof, in addition to vacation earned and not used in advance.

In calculating the number of completed months of service which an Employee has to his/her credit for the purpose of receiving pay in lieu of earned sick leave, the number of days service in the first month of employment, if a part month, plus the number of days service in the final month of employment, when equal to or greater than twenty working days, shall count as a month's service.

### **SGEU/Wascana/Lakeside/Parkland/SAHO**

Employees whose employment is terminated:

- (a) due to permanent layoff following three (3) years on the layoff list; or
- (b) due to ill health or physical and mental incapacity and who are not eligible for

pension under section 10 (b) of *the Public Service Superannuation Act*, or for a payment under section 16, 47 or 48 of the said *Act*, or under the Saskatchewan Association of Health Organization's Pension Plan shall be entitled to receive a gratuity in an amount equal to one third of their unexpended sick leave accumulated from the date of employment to the date of separation. Payment will be calculated on salary being paid on date of separation.

### **SAHO/SEIU**

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

- (a) shall be entitled to the same vacation pay which the Employee would have earned had the Employee continued employment to the end of the vacation year; and

- (b) provided the Employee has an accumulation of sick leave credits, shall be eligible for a salary grant in lieu thereof equal to one-sixth (1/6) of the credit after ten (10) years of service, one third (1/3<sup>rd</sup>) of the accumulated credit after fifteen (15) years of service and one-half (1/2) of the accumulated credit after twenty (20) years of service.

**SDH/Sherbrooke/PIPS**

Employees shall upon completion of twenty (20) years of continuous service be entitled to five (5) weeks of paid furlough leave. For purposes of this article, continuous service shall be the total of service with the Federal Government and the Health District.

However, an Employee who is entitled to or who has received furlough leave shall have the vacation leave credits earned under this Article, reduced by five-twelfths (5/12ths) of a day per month from the beginning of the month in which the Employee completes his twentieth (20<sup>th</sup>) year of continuous employment until the beginning of the month in which the Employee completes his twenty-fifth (25<sup>th</sup>) year of continuous employment.

**CUPE 07 (176)/Regina Health District**

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

**LETTER OF UNDERSTANDING #9**  
**Re: Northern Issues**

The parties agree to negotiate Northern Allowance and other related Northern issues at a common table within four (4) months of signing the Memorandum of Settlement. Any issues not agreed after the four (4) month period shall be referred to a single arbitrator for resolution. The decision of the arbitrator shall be final and binding.

**LETTER OF UNDERSTANDING #10**  
**Re: Joint Job Evaluation Plan**

**Purpose:**

The parties hereto agree that they are committed to working co-operatively, in partnership, to develop and implement a gender-neutral job evaluation plan for nurses. Such plan will be designed to address equal pay for work of equal value and pay equity. It is recognized by the parties, that the JJEP falls under the jurisdiction of the Government of Saskatchewan, Equal Pay for Work of Equal Value and Pay Equity, Policy Framework.

**Principles:**

The parties agree that the following principles will form the basis on which the job evaluation plan is developed and implemented.

- (a) The parties are committed to the within principles and process.
- (b) The parties agree to create a Joint Job Evaluation Steering Committee (JJESC) which shall be comprised of three (3) SUN representatives and an equal number of Employer representatives, and which shall operate by consensus. This committee shall develop and oversee the implementation of the JJEP as set out in this letter of understanding.
- (c) This letter of understanding commits the parties to agree to a detailed terms of reference document for the JJESC, which will expand upon this document, such time as it is signed. The parties agree that the JJESC's first task will be to develop and recommend to the parties, within sixty (60) days of their first meeting, a terms of reference document for the JJESC consistent with the principles contained within the Government of Saskatchewan's Policy Framework on Equal Pay for Work of Equal Value and Pay Equity. The terms of reference document will cover issues including, but not limited to:
  - Quorum of the JJESC
  - Role of the JJESC
  - Development/selection of the JJEP methodology
  - Data collection
  - Committee training requirements with respect to JJEP
  - Development of an ongoing maintenance process and procedures with respect to job evaluation/classification.
- (d) The parties agree to complete the development of the gender-neutral job evaluation methodology as soon as possible and no later than twelve (12) months from the date of approval of the JJESC Terms of reference.
- (e) The parties agree to complete the evaluation of the jobs by April 1, 2001.

- (f) The plan must be provincially administered and costs of the Joint Job Evaluation Steering Committee (JJESC) members in respect to plan development will be borne by a plan development budget. Costs paid by SAHO from the development budget are to include but not be limited to payment for work of joint committee(s), including expenses and committee training.
- (g) For the purpose of this job evaluation plan, “equal pay for work of equal value” is deemed to be achieved when the Employers adjust their compensation practices so that all Employees are assigned to a schedule of pay with the same salary range maximum as other Employees performing work of equal value, or comparable value.  
  
 “Comparable value” means a range of points within a point rating job evaluation plan that is determined through joint Union/Management process, to be worth the same pay range.
- (h) The parties agree that in the deliberations of the Joint Job Evaluation committee, job comparisons may be made with jobs in accordance with the “Equal Pay for Work of Equal Value Policy Framework”, Section 11, or as may be otherwise agreed.
- (i) The JJEP must allow for the review of positions as job responsibilities significantly change or as newly established positions, previously not evaluated, are created.
- (j) The JJEP must be gender-neutral and be based on factors that measure skill, effort, responsibility and working conditions.
- (k) The parties agree that the following protocol will apply with respect to resolution of disputes:
  - (1) Unresolved disputes at the Joint Job Evaluation committee level shall be referred to the JJESC who shall attempt to resolve the dispute by consensus.
  - (2) Failing consensus by the JJESC, on matters referred or any other matters relating to the development interpretation, application of administration of the JJEP, the committee shall seek the advice of an agreed to, neutral, objective, knowledgeable mediator to encourage and promote a consensus resolution.
  - (3) Failing consensus following mediation stage, the JJESC shall refer unresolved disputes to a Dispute Resolution Tribunal (DRT) comprised of one Employer appointed representative, one (1) Union appointed representative and a DRT Chair chosen by the JJESC from a mutually agreed to list of individuals. The jurisdiction of the DRT shall be limited to the matter in dispute as referred by the JJESC. The decision of the DRT shall be final and binding upon the parties.
- (l) Employees may appeal the initial allocation of the position to the plan to the JJESC or to a joint appeal body/mechanism, as may be determined by the JJESC.
- (m) The parties agree that the new JJEP will be implemented.

- (n) Following completion of plan development, the evaluation and tentative allocation of the jobs, and the creation and negotiation of a salary structure, and once the implementation costs are determined, the parties to this letter of understanding shall negotiate the amount of any equity adjustments and how those adjustments will be phased in over time, allocated and distributed to Employees. The effective date of implementation of the JJEP shall be not later than April 1, 2001. Such equity adjustments shall be a minimum of one percent (1%) straight time payroll per fiscal year, for the affected groups, during the phase in period. Such equity adjustments shall be a minimum of twenty million dollars (\$20,000,000.00).
- (o) The Employer assures SUN in regards to the implementation of the JJEP, that, consistent with the Government of Saskatchewan Equal Pay for Work of Equal Value and Pay Equity, Policy Framework, funding will be available to implement the results of the plan. Salary adjustments resulting from the JJEP are not general increases and shall be separate from economic adjustments.
- (p) Employees who terminate prior to the implementation of the JJEP shall not be involved in the JJEP.
- (q) The parties agree that no Employee's rate of pay shall be lowered as a result of implementation of the JJEP.
- (r) SAHO, upon instructions from the JJESC, shall pay all authorized expenses in relation to the development of the plan from the JJEP budget.

**LETTER OF UNDERSTANDING #11**  
**Re: Special Vacation Provision -**

Applicable to members who were covered by the CUPE and SGEU/Public Service Commission agreements:

Vacation leave may be taken in part or in whole only after it is earned. Notwithstanding this provision the Employer may at the employee's request grant leave that would be earned by the following March 31. Where this practice of granting vacation in advance was already in place on April 1, 1999 such practice shall continue.



Local Letter of Understanding #12  
Re: Local and/or District Letters of Understanding

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

**DATED THIS 31ST DAY OF AUGUST 1999.**

**Signed on behalf of:  
Saskatchewan Association of Health  
Organizations Bargaining Committee**

**Signed on behalf of:  
Saskatchewan Union of Nurses Bargaining  
Committee**

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Lana Clark

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Marlene Brown

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Carol Churchill

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Katherine Dally

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Aaron Fornwald

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Cheryl Duchscher

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Jill Johnson

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Adelle Eikel

---

Sylvia Jones

---

Janet Hammond

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Doris Marshall

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Diane Heidel

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Claudia Vachon

---

E. Jean Hobbs

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Nancy Wilkins

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Lois Jonson

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Don Soanes

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Louise Kelly

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Glenn Hilton

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Linda McKinnon

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Nancy Ogrodnick

---

Donna Ottenson

---

Leeann Potetz-Moore

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Debbie Prevost

---

Doreen Scott

---

Heather Szeponski

---

Garth Robson

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Beverly Crossman

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Rosalee Longmoore

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