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TERM.	2001	03	31
No. OF EMPLOYEES	12,000		
NOMBRE D'EMPLOYÉS	J		

COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN UNION OF PUBLIC
EMPLOYEES**

And

**SASKATCHEWAN ASSOCIATION
OF HEALTH ORGANIZATIONS**

APRIL 1, 1998 -MARCH 31, 2001

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ARTICLE 1 - PURPOSE

1.01 Purpose of this Agreement

It is the purpose of **this** Agreement to provide a framework that:

- a) improves relations between SAHO, CUPE, the Employer(s), the Local Union and Employees in the bargaining unit of the Union and provides just working conditions;
- b) recognizes the mutual value of joint discussions and negotiations in all matters pertaining to working conditions; and
- c) promotes morale, well being and security of all Employees in the bargaining unit.

ARTICLE 2 - RECOGNITION

2.01 Recognition:

- a) The Employer(s) agrees to recognize the Union as the sole bargaining agent for the Employees covered by this Agreement and SAHO as the sole bargaining agent for the Employer(s). SAHO hereby consents to negotiate with the Union in matters affecting the relationship between the Employer(s) and the Union.
- b) The Union agrees to recognize SAHO as the representative Employer's organization and sole bargaining agent.

2.02 No Other Agreements:

- a) No Employee(s) or Local Union shall be required or permitted to make a written or verbal agreement with SAHO or an Employer(s) or any of their designated representatives which may conflict with the terms of this Agreement;
- b) No Employer(s) shall be required or permitted to make a written or verbal agreement with the Union or Local Union or any of their designated representatives which may conflict with the terms of this Agreement.

2.03 **Union Representative at Employer(s) Meetings**

- a) The Union shall have the right to attend any meetings the Employer(s) and/or Employer representatives have with Employees concerning matters affecting the relationship between the Local Union and the Employer(s).
- b) Notwithstanding Article 1 1 - Dispute Resolution Process and Article 10.10 - Arbitration, any Employee requested to meet formally with the Employer(s) shall, prior to the commencement of such meeting, be informed of the nature of the discussion and informed of their right to have a Union Representative present at the meeting.

ARTICLE 3 -SCOPE

3.01 Scope

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

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Management Rights

The Union acknowledges that it is the right of the Employer(s) to manage its operation and to direct the working force. Management rights as set out in this agreement are subject to the terms of the Collective Agreement.

ARTICLE 5 - DEFINITIONS

- 5.01 **Permanent Employee:** shall mean any Employee in the bargaining unit who has successfully completed a probationary period in accordance with Article 2 1.0 1 - Probation.
- 5.02 **Full Time Employee:** shall mean an Employee in the bargaining unit who is scheduled to work the normal hours of work as defined in Article 25 - Hours of Work as per their Letter of Appointment.
- 5.03 **Part-Time Employee:** shall mean an Employee in the bargaining unit who works less than the normal hours as defined in Article 25 - Hours of Work as per their Letter of Appointment within the bargaining unit.

A **part time** Employee may agree to be a relief Employee for the purpose of working hours additional to those stipulated in the Letter of Appointment to a maximum of the normal hours of work of a full time Employee.

- 5.04 **Relief Employee:** shall mean an Employee in the bargaining unit who works on a call-in basis.
- 5.05 **Temporary Position:** shall mean a position in the bargaining unit on a temporary basis which shall exist for a stated period of time and which shall cease to exist at the end of such time unless extension is agreed upon in writing between the Employer and the Local Union.
- 5.06 **Employer:** shall mean an Affiliate or District Health Board as identified in Appendix I.
- 5.07 **Bargaining Unit:** shall mean one multi-employer(s) unit for each geographic health district comprised of Employees covered under the scope of this agreement.
- 5.08 **CUPE and Union:** shall mean the Canadian Union of Public Employees.
- 5.09 **Geographic Health District:** shall mean the geographic boundaries of each Health District.
- 5.10 **Local of the Union:** shall mean a Local Union chartered by the Canadian Union of Public Employees for the bargaining unit.
- 5.11 **SABO:** shall mean the Saskatchewan Association of Health Organizations.
- 5.12 **The Parties:** shall mean SABO and CUPE.
- 5.13 **Transfer:** shall mean the movement of an Employee from one position to another with the same pay grade.
- 5.14 **Promotion:** shall mean the movement of an Employee to a higher pay grade.
- 5.15 **Demotion:** shall mean the movement of an Employee to a lower pay grade.

ARTICLE 6 - WORK OF THE BARGAINING UNIT

6.01 Use of Volunteers

The use of volunteers will not be precluded providing they are over and above regular staffing complements and their utilization does not result in

the direct layoff of any Employee covered by this Agreement, nor will volunteers be used to fill established or newly created positions within the bargaining unit.

6.02 **Restrictions on Subcontracting and Contracting Out**

In order to provide job security for the members of the bargaining unit, the Employer(s) agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-bargaining unit Employee, unless it can be established by the Employer(s) that contracting out of such services will significantly increase the cost effectiveness or enhance the quality of health services provided.

Before any work is contracted out, Management will discuss its intentions with the Local Union. In such discussions, the Employer(s) will fully disclose its reasons for the tentative decision to contract or subcontract such work and give the Local Union an opportunity to suggest ways which the work might otherwise be performed. In the event the Employer(s)' action is disputed, prior to any contracting out, the dispute will be forwarded directly to the Expedited Arbitration for settlement.

In the case of existing contracts, provided the Local Union can establish the bargaining unit can maintain the cost effectiveness and quality of health services provided, the Employer(s) agrees not to renew the contract or shall terminate within the condition of such contract.

It is agreed that transfer of services within the bargaining unit between the Health Care Employer(s) does not constitute contracting out.

ARTICLE 7 - UNION SECURITY/DUES CHECKOFF

7.01 **Union Membership**

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

7.02 Dues Checkoff

The Employer shall deduct initiation fees, assessments and periodic dues from the earnings of each Employee in accordance with the procedure designated by the Union. Such deductions shall be assessed from the date of employment and remitted to the person designated by the Local Union on or before the tenth (10th) of the month following the month in which deductions were made.

Information to be sent to the Local Union Secretary-Treasurer shall include:

- List of Employee names
- Quarterly address list
- Total earnings for all Employees
- Regular earnings for all Employees
- Actual hours worked
- Number of full time Employees
- Number of part time Employees
- Number of relief Employees
- By Employer, the amount of dues deducted from each Employee
- The amount of dues deducted for all Employees.

The Local Union shall notify the Employer in writing, of the amount of dues to be deducted from the Employee's regular earnings not less than twenty-eight (28) calendar days before the effective date of any change to the dues check off.

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

7.03 Statement of Staff Changes

The Employer shall provide a monthly statement listing appointments, promotions, demotions, separations with the date of termination, hirings and appointments, sent to the Secretary Treasurer of the Union.

A list of all new hires will be submitted to the Secretary Treasurer of the Union on a bi-weekly basis.

7.04 Dues Authorization

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

7.05 **Dues Receipts**

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

ARTICLE 8 - RESPONSIBILITIES

8.01 **New Employees**

- a) The Employer(s) agrees to acquaint new Employees with the fact that a Collective Agreement **is** in effect and with the conditions of employment set out in Article 7 - Union Security/Dues Checkoff of this Agreement;

- b) On commencement of employment, the Employee shall be introduced to the Union Steward or Representative. A representative of the Union shall be given an opportunity to orientate new Employees within regular hours and without loss of pay for a maximum of one hour, during the first month of employment. The purpose of this orientation for new Employees is to discuss the benefits and duties of the Union membership and their responsibilities and obligations to the Employer(s) and the Union. The Representative will provide the Employee with a copy of the Collective Agreement .

8.02 **Policy**

The Employer(s) shall make available all policy statements affecting Employees who are members of the bargaining unit. Upon request, the Employer(s) will forward a copy to the Secretary of the Local of the Union.

8.03 **Organizational Charts**

- a) The Employer(s) agrees to provide a copy of an up-to-date organizational chart, with names, to the Local Union including members of joint committees;

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

ARTICLE 9 - DISCIPLINE/DISCHARGE

9.01 Personnel File

Upon prior arrangements with administration, an Employee shall have access to and review his/her personnel file with the exception of pre-employment references contained therein.

No evidence from the Employee's file may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing.

An Employee shall have the right to obtain copies of any material, excluding pre-employment references, in his/her personnel file.

9.02 Documents on Employee's File

A copy of any document or other information placed on an Employee's file which might at any time be used as the basis for disciplinary action, shall be supplied concurrently to the Employee and to the Union. Responses to any document shall, upon the request of the Employee, be added to the Employee's file.

Prior to being placed in the Employee's file, all documents must be signed and dated by the Employee. Such signature shall not constitute agreement to said document.

9.03 Documentation of Disciplinary Action

- (a) When an Employee is dismissed, reprimanded or suspended, the Employer shall advise the Employee in writing of the reasons for the action taken and a copy shall be submitted to the Union at that time.
- (b) If the Employee concerned wishes to respond they may do so in writing and such response will become part of the documentation. At the Employee's request a copy of his/her response shall be forwarded to the Local Union.
- (c) Documentation of disciplinary action shall be removed from the Employee's file provided there has been no further discipline of a similar nature rendered within two (2) years of the initial discipline.

Documentation of disciplinary action concerning client abuse shall be subject to a three (3) year time limit.

9.04 Progressive Discipline

Except in cases of extreme misconduct, the Employer(s) agrees that progressive discipline will be used in dealing with Employees whose job performance and/or conduct is not satisfactory.

9.05 Presence of a Union Representative

In cases where the Employer(s) considers an Employee's conduct to warrant disciplinary action (dismissal, suspension, verbal or written reprimand) no step shall be taken other than in the presence of a Shop Steward or a grievance representative. The Employee shall have an opportunity to state his/her side of the case in advance of discipline being imposed.

It is also agreed that:

- i) the Local Union and the Employee shall be notified a minimum of four (4) hours in advance of any meeting and the purpose of the meeting, including whether it involves but is not limited to the following: the Employee's personnel record, job performance or sick incident usage:
- ii) in cases 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.

9.06 Suspension Pending Investigation

Suspension without pay pending investigation is not considered discipline. The Employer shall render its decision regarding discipline no later than 14 calendar days from the date of the suspension, except as otherwise agreed between the Employer and the Local Union. For benefit purposes while suspended, the shall be treated as if on leave without pay. Where 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 shall be credited with earned benefits by the Employer.

9.07 Employee Performance Review

When a review of an Employee's work performance is made, the Employee concerned shall be given the opportunity to read such review. The Employee shall be required to sign an acknowledgement that they have been

given an opportunity to read the performance review and shall be **provided** with a copy. Such signature shall not constitute an agreement with the contents of the review.

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

ARTICLE 10 -GRIEVANCE PROCEDURE

10.01 Purpose

CUPE and SAHO agree the best resolution of a dispute is one worked out between the parties without recourse to a third party in a manner that is just and equitable. It is not the intention of either SAHO, the Employer(s) or the Union to evade the settlement of disputes on a procedural technicality. The objective is to provide a process which will assist the parties in reaching a mutually acceptable settlement as expeditiously as possible.

However, any claim by an Employee to be a violation of Saskatchewan Legislation shall be processed under that legislation and both parties agree to abide by the ruling.

10.02 Definition of a Grievance

- a) A grievance shall be defined as any difference or dispute between the Employer(s) and any Employee(s) or the Union;
- b) Where a dispute involves a question of a general application or interpretation which affects Employees of more than one department or facility/agency/program, the Union or the Employer may bypass Article 10.05 - Step 1 - Informal Discussion and commence with Article 10.06 -Step 2 - Grievance to Employer Designate .

10.03 Union and Employer(s) Designates

The Local Union shall submit, in writing, to the Employer(s), the names of the Union representatives designated to deal with grievances and any subsequent changes. The Employer(s) shall submit, in writing to the Local Union, the names of the individual(s) designated to deal with grievances and of any subsequent changes.

10.04

Permission to Leave Work

a) Meeting with Employee(s)

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

b) Meeting with Employer(s)

The Employer agrees that one Local Union representative as identified in Article 10.03 - Union and Employer(s) Designates may leave assigned duties temporarily in order to discuss matters covered by the grievance provisions with the Employer.

Where a dispute involves a question of general application or interpretation and affects Employees of more than one department or facility/agency, the Employer agrees that up to three (3) Local Union representatives as per Article 10.03 - Union and Employer(s) Designates may leave assigned duties in order to discuss matters covered by the grievance provisions.

Such Local Union representatives shall not suffer any loss in pay for the time spent meeting with the Employer. Employer and Local Union designate must make suitable arrangements for an appropriate time and location for such discussions.

10.05

Step 1 - Informal Discussion

It is understood that before a grievance is submitted at Step 2 the Local Union shall attempt to resolve the dispute through discussion with a supervisor designated by the Employer; The discussion shall take place within fourteen (14) calendar days of discovery of cause for complaint. If the matter is not settled to the Local Union's satisfaction, the Local Union may proceed to Step 2 of the grievance procedure.

10.06

Step 2 - Grievance to Employer Designate

Failing resolution of the difference through the informal discussion, the Local Union may, within fourteen (14) calendar days of the informal discussion in Article 10.05 - Step 1 - informal Discussion, 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 remedy or correction required to resolve the grievance.

The Employer designate shall discuss the grievance with the Local Union representative within fourteen (14) calendar days of receipt of the grievance and shall render a written decision within fourteen (14) calendar days of the discussion.

10.07 **Investigation**

At any stage of the grievance procedure, the parties may have the assistance of Employees concerned as witnesses. All reasonable arrangements will be made to permit the parties access to the Employer(s)' premises to view any working conditions relevant to settlement of the grievance. The Local Union and Employer(s) agree that, on request, appropriate information relevant to settlement of the grievance will be made available.

10.08 **Extension of Time Limits**

The time limits set out above may be extended by the agreement between the Employer(s) and the Local Union.

10.09 **Arbitration**

Dispute Resolution

Prior to Arbitration, by mutual agreement between the Employer(s) and the Local Union, the grievance may be referred to the Dispute Resolution Options referred to in Article 11.

Referral to Arbitration

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

10.10 **Arbitration Board**

In the event the Employer(s) and Local Union are unable to agree to using Mediation or Expedited Arbitration as per Article 11 - Dispute Resolution Options, a Board of Arbitration shall be established in accordance with the Trade Union Act.

10.11 **Certain Rules and Procedures Applying**

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

10.12 **Procedure of an Arbitration Board**

The Chairperson of the Arbitration Board shall fix the time and place of sittings after consultation with the nominees and notify the parties.

The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Arbitration Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure.

10.13 **Decision of an Arbitration Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. There shall be no lockout by the Employer(s) and no stoppage of work by the Union because of the grievance being arbitrated.

The decision shall be final, binding and enforceable on both parties.

The Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. Subject to the foregoing, the Board shall have the power to dispose of the grievance by an arrangement which it deems just and equitable.

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson to reconvene the Board to clarify the decision, which it shall do within thirty (30) working days.

10.14 **Expenses of the Arbitration Board**

a) The Board:

The Local Union and the Employer shall pay the fees and expenses of its nominee and one-half (1/2) of the fees and expenses of the Chairperson.

b) Arbitration Witnesses:

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

i) if called by the Employer, leave without loss of pay and

expenses paid by the Employer.

- ii) if called **by** the Local Union, leave without loss of pay and expenses paid by the Local Union.
- iii) if called by the Board, leave without loss of pay and expenses shared equally by the Local Union and the Employer.
- iv) if a witness is subpoenaed, the Party requesting the subpoena shall be deemed to have called the witness.

ARTICLE 11 - DISPUTE RESOLUTION OPTIONS

CUPE and SAHO agree the best resolution of a dispute is one worked out between the parties without recourse to a third party.

11.01 Process

- a) The Parties shall meet every four (4) months or as mutually agreed to review all outstanding grievances to determine by mutual agreement what process is suitable for resolving each grievance or groups of grievances.

They shall also set dates for hearings of grievances or groups of grievances by the agreed to appropriate process;

- b) By mutual agreement, these procedures may be used prior to Arbitration.
- c) Nothing in this Article will preclude the Local Union and Employer(s) from establishing a similar District process.

11.02 Approach

The Parties will approach each grievance or group of grievances from the point of view of:

- a) Attempting to ascertain the facts and negotiate a resolution;
- b) Failing resolution by negotiation, agreeing to a joint statement of facts;
- c) Based on the joint statement of facts, determining the appropriate course of action to resolve the matter from three (3) options:
 - i) Mediation - Each Party will select two (2) Mediators, i.e. a

permanent slate of four (4) in total as per Appendix 2. On agreement that a case be mediated, the parties will draw the Mediator by chance. Any Mediator must have served as a Chairperson of an arbitration board;

- ii) Expedited Arbitration - Each Party will select two (2) Arbitrators, i.e. a permanent slate of four (4) in total as per Appendix 2. On agreement that a case be expeditiously arbitrated, the Parties will draw the Arbitrator by chance and he/she will act as a single Arbitrator on the matter. Any Arbitrator must have served as a Chairperson of an arbitration board.

A joint statement of facts will be presented to the Arbitrator.

- iii) Full Panel Arbitration.

11.03

Mediation Process

- a) Where a grievance Mediator is selected pursuant to Article 11.02 c (i) - Approach, the grievance Mediator shall, within 14 calendar days of their selection, convene a meeting to:
 - i) inquire into the difference
 - ii) endeavour to assist the parties in settling the difference.

- b) A joint statement of facts will be presented to the Mediator;

- c) Any further non agreed-to facts may be presented to the Mediator in a narrative fashion;

This would include contract clauses and arguments in support of separate positions on the issue;

Any written material presented to the Mediator will be returned to the issuing party at the conclusion of the Mediation;

- d) The rules of evidence will not apply and no record of proceedings will be made;
- e) The grievor(s) and management person(s) affected by the case will fully participate in proceedings, with their respective labour relations advisor;
- f) Emphasis is on complete examination of the issue including,

if deemed necessary by the Mediator, separate meetings with the parties;

- g) The objective of the Mediator is to assist the parties in reaching a mutually acceptable settlement as expeditiously as possible;
- h) If no settlement is reached within ten (10) days as a result of mediation, the Mediator will give a decision based on the Collective Agreement provisions and on how he/she would decide on the case if it were to proceed to arbitration;
- i) Mediation will normally take place at Central Union or Management offices or at the workplace;
- j) The parties will equally share the cost of fees and expenses of the Mediator;

The grievor(s), Shop Steward(s) and Manager(s)/Supervisor(s) who are party to the case shall be granted leave with pay to be present at mediation;

- k) Mediation awards shall not have precedential value and shall not thereafter be referred to by the parties in respect to any other matter in any other setting;
- l) A grievance may be removed from the mediation process at any time prior to hearing and forwarded to a regular arbitration hearing, or if the parties mutually agree, to an expedited arbitration hearing;
- m) Following the mediation process, if no settlement is achieved the parties may agree to advance the grievance to the expedited arbitration procedure.

In any event, the Local Union maintains the right to advance the grievance to a full panel arbitration as per Article 11.05 - Full Panel (Regular Arbitration);

- n) No legal counsel will be used by either party. The Local Union will use elected officers or staff representatives. The Employer(s) will use Employees of their Human Resources Department or representatives appointed by that Department.

Note: This does not preclude both parties from utilizing the services of the Labour Relations, Mediation & Conciliation Branch of Sask. Labour.

11.04

Expedited Arbitration Process

- a) It may be mutually agreed between the parties to advance grievances as per Article 10 - Grievance Procedure of the Collective Agreement;
- b) When a grievance is referred to the expedited arbitration process, the arbitrator selected pursuant to Article 11.02(ii) shall within twenty-eight (28) calendar days convene a hearing to decide the issue;
- c) The Arbitrator shall hear the grievances and shall render a decision within **two (2)** working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision. The decision of a single Arbitrator will be final and binding on the parties;
- d) Expedited arbitration awards shall have no precedential value and shall not thereafter be referred to by the parties in respect of any other matter in any other setting;
- e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- f) A grievance may be removed from the expedited arbitration process at any time prior to a hearing and forwarded to a regular (full panel) hearing in accordance with Article 10.09 Arbitration;
- g) No legal counsel will be present at the hearing used by either party. The Union will use elected officers or staff representatives. The Employer(s) will use Employees of their Human Resources Department or representatives appointed by that Department;
- h) The parties will equally share the cost of fees and expenses of the Arbitrator;
- i) The grievor(s), Shop Steward(s) and Manager(s)/Supervisor(s) who are party to the case shall be granted leave with pay to be present at arbitration.

ARTICLE 12 - UNION/MANAGEMENT COMMITTEE

12.01

All employer(s) in the Health District and the Local Union shall create a Union/Management Committee with the following guidelines:

- a) Purpose
 - i) To foster and promote effective communication, mutual

respect, understanding and confidence between the Employer(s) and the Local Union and their respective memberships;

- ii) To discuss and agree upon matters of mutual concern as may arise in the continued enhancement and operation of the health care system;
- iii) To discuss and implement communication strategies which foster employer(s) and union member understanding and compliance of the agreements reached by the Employer(s) and the Local Union.

b) Membership

- i) The Committee shall be comprised of members representing the Local Union and the Employer(s);
- ii) The Employer(s) and the Local Union shall be responsible for choosing their own representatives;
- iii) Either the Employer(s) and the Local Union may call or permit the attendance of resource personnel, at their own expense;
- iv) One Employee per agency/facility attending such Committee meetings shall be released from duty without loss of pay.
- v) Local Union member's travel expenses shall be paid by the Local Union.

c) Meetings

- i) Regular meetings of the Committee shall be held at mutually agreed dates, but shall be held no less than every four (4) months. However, in matters that require immediate attention, the Committee will meet within ten (10) calendar days of written notice.
- ii) The Chair of the Committee shall alternate.
- iii) Following consultation between co-chairs, agendas shall be prepared by the host chair at least ten (10) calendar days prior to each meeting, but this shall not restrict the right to raise issues without prior notice. Each co-chair shall be responsible for circulating the agenda to its representatives.
- iv) A Recording Secretary will be provided by the host chair

of the meeting. Minutes of the committee meetings shall be recorded and distributed to the committee members within fourteen (14) calendar days following the meeting.

This article shall not preclude local Union/Management Committees being established in individual facilities/agencies.

ARTICLE 13 - DISCRIMINATION

13.01 Responsibility

The Employer(s) and the Local Union agree and recognize their responsibility to create a discrimination free workplace. The Employer(s) agrees that there shall be no discrimination exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff reemployment, discipline, classification, discharge or any other action by reason of age (subject to mandatory retirement provisions), race, creed colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, disability (subject to bonafide occupational requirements), nor by reason of his/her membership or activity in the Union or any other reason.

ARTICLE 14 - OCCUPATIONAL HEALTH & SAFETY

14.01 Cooperation on Safety

The Local Union and the Employer(s), as a matter of principle, recognize that occupational health and safety is a shared concern. They will cooperate on promoting and improving rules and practices which will enhance the physiological and psychological working conditions for all Employees in accordance with *The Occupational Health and Safety Act and Regulations* and it is further agreed that *The Occupational Health and Safety Act and Regulations* form part of this Collective Agreement. There shall be no discrimination, no penalty, no intimidation and no coercion when Employees comply with this Article.

14.02 Time Off for Health and Safety Training

Where an Employee attends a training program, seminar or course of instruction on health and safety matters conducted or provided by the Occupational Health and Safety Division, or jointly between SAHO and CUPE, such attendance will be considered time worked and the Employee shall suffer no loss of pay or benefits.

14.03 **Referral of Safety Concern**

An Employee or group of Employees who have a health or safety concern should endeavour to resolve the concern by first referring the concern to the immediate supervisor or the OH&S Committee Co-Chair who will investigate and take remedial action.

14.04 **Transportation of Accident Victims**

Employees who require immediate care as a result of a workplace accident or workplace illness shall be transferred to and from the nearest practitioner or emergency service at the expense of the Employer(s).

14.05 **Working Alone or Isolated Place of Employment**

Working alone means to work at a work site as the only worker of the Employer(s) at that work site, in circumstances where assistance is not readily available in the event of injury, ill health or emergency.

The Employer(s) shall take all reasonably practicable steps to eliminate or reduce risks arising from the conditions and circumstances of working alone. The steps:

- a) Must include the establishment of an effective communication system that consists of:
 - i) radio communication;
 - ii) phone or cellular communication; or
 - iii) any other means that provides effective communication in view of the risks involved.

- b) May include any of the following:
 - i) regular contact by the Employer with the Employee;
 - ii) limitations on, or prohibitions of, specified activities;
 - iii) establishment of minimum training or experience, or other standards of competency;
 - iv) provision of personal protective equipment;
 - v) establishment of safe work practices or procedures; or
 - vi) provision of emergency supplies for use in travelling under conditions of extreme cold or other inclement weather conditions.

14.06 **First Aid Kits**

The Employer(s) shall provide and maintain a first aid kit for every work site.

ARTICLE 15 -EMPLOYEE & FAMILY ASSISTANCE PLAN

15.01 Purpose

The Employer(s) and Local Union(s) recognize the impact of personal, social or health problems on Employees and their families, and share a mutual concern and responsibility for the health and well-being of Employees. It is agreed that many personal problems can be successfully resolved through professional assistance, especially when identified early and given appropriate care.

Therefore, all Employer(s) without a formally established EFAP on date of signing this Collective Agreement shall implement an Employee and Family Assistance Plan no later than one year after the date of signing this Collective Agreement.

15.02 Program Objective and Guidelines

a) Objective

The objective of the program is to assist Employees in crisis and provide confidential assessment/referral, counselling and treatment services for Employees and their families upon their request. Although the objective of the program is to encourage Employees to seek assistance for their personal problems, it is understood that the Employee's participation in the program shall be strictly voluntary.

b) Guidelines

The EFAP program shall minimally include the following:

i) Program Eligibility

Eligible Employees shall include:

- All Employees
- Spouses
- Dependant family members
- Retiring Employees for a period of one (1) year following the date of retirement.

ii) Employee/Union/Management Rights

No provisions of the EFAP shall be considered a waiver of the Employee/Union's right to the grievance process, or of management's right to initiate disciplinary action in cases of misconduct and/or performance issues arising from

health/personal problems, within the framework and provisions of the collective agreement. In no way shall the Employee's participation in the program jeopardize job security and/or create discrimination in promotional opportunities. The Employee shall not be penalized for refusal to access the program.

iii) Confidentiality

Confidentiality must be the cornerstone of the program. Employees must feel safe and supported to raise their personal issues without fear of discrimination or discipline. The program will ensure anonymity for Employees.

15.03

EPAP Committee

The Employer shall establish a Committee which includes representation from the Employer(s) and the Local of all Unions. The number of Employer representatives may be equal to, but shall not exceed, the number of Union representatives. The Committee shall be responsible for the design and ongoing administration of the EFAP program.

The mandate of the Committee shall include:

- Establish program direction, action strategies, policies and procedures which include a process for referral and a list of approved service providers;
- Develop terms of reference to identify roles and responsibilities of the members;
- Provide education for EFAP Committee members;
- Promote awareness and understanding of the EFAP among Employees;
- Monitor and evaluate the operation of the plan in order to assess program needs, identify the overall effectiveness and determine amendments where necessary;
- Develop a tool for evaluating the quality and effectiveness of the program;
- Prepare an annual report on the program to be reviewed jointly by the Employer(s) and the Local Union(s);
- Determine resource requirements and funding strategies to support the program.

Time spent by EFAP Committee members while performing duties consistent with their responsibility on the committee shall be considered time worked and they shall suffer no loss of pay or benefits.

ARTICLE 16 - HARASSMENT

16.01 a) Definition of Harassment:

Harassment means any objectionable conduct, comments or display by a person that is directed at a worker; and

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 or origin union activity or;

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

is repeated intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; or

constitutes a threat to the health or safety of the worker.

b) Examples of Harassment

Examples of harassment are:

- verbal abuse or threats;
- unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexuality, etc;
- displaying of pornographic, racist or other offensive or derogatory pictures, cartoons or printed matter;
- practical jokes which cause awkwardness or embarrassment;
- unwelcome invitations or requests, whether indirect, explicit or intimidating;
- leering or other gestures;
- unnecessary physical contact such as touching, patting, pinching or punching; and
- physical assault.

16.02 Principle of Fair Treatment

The principle of fair treatment is a fundamental one and both the Employer(s) and the Local Union do not and will not condone any improper behavior on the part of any person which would jeopardize an Employee's dignity and well-being and/or undermine work relationships and productivity.

16.03 **Shared Responsibility**

The Employer(s) and the Local Union acknowledge a shared responsibility to:

- prevent harassment;
- promote a safe, abuse-free working environment;
- uphold the philosophy of zero tolerance of harassment.

16.04 **Co-operation**

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

16.05 **Policy**

The Employer(s) shall ensure a policy is developed jointly with the Local Union to address the issue of workplace harassment. The policy shall ensure that:

- individuals are aware of the seriousness with which the parties view harassment;
- incidents are jointly investigated in a prompt, objective, sensitive, and confidential manner;
- the necessary corrective action is taken;
- Employees/Managers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs and where applicable, how to carry out an investigation, such training shall be considered time worked and the Employee shall suffer no loss of pay or benefits.

16.06 **Attempt to Resolve**

a) If an Employee believes that they have been harassed, an Employee should:

- tell the alleged harasser to stop;
- document the event(s) complete with the time, date, location, names of witnesses and details for each event.

If 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 Local Union

representative.

- b) 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 their actions.

16.07 **Failure to Resolve**

Failure to resolve shall result in the initiation of a formal investigation as per Article 16.05.

ARTICLE 17 -VIOLENCE

17.01 **Violence in the Workplace**

The Employer(s) and Local Union agree that violence against Employees in the workplace is not desirable and agree to work together to reduce the incidence and causal factors of violence.

To that end, the following shall apply:

a) Definition of Violence

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

b) Violence Policies and Procedures

In compliance with the Occupational Health and Safety Act, the Employer(s) will ensure a policy is developed, in consultation with the Local Union and other Unions in the district/agency/facility, to address the prevention of violence, the management of violent situations and reduce the causal factors of violence and provide support to Employees who have faced violence. The policies and procedures shall be part of the Employer(s)' health and safety policy and written copies shall be posted in a place accessible to all Employees.

The policy and procedures may include, but not be limited to:

- i) the provision of available information regarding a client's previous, actual or potential violent behaviour;
- ii) incidents are investigated promptly, objectively and in a sensitive, confidential manner;

- iii) provision for the Joint Occupational Health and Safety Committees to **review** the effectiveness of anti-violence policies at the local level;
- iv) alternate options for care delivery are identified, considered and implemented.
- v) Employees/Managers are provided with the education necessary for them to prevent violence, deal with it when it occurs, and know the procedure for reporting incidents. Education shall include:
 - causes of violence
 - recognition of warning signs
 - prevention of escalation
 - controlling and defusing aggressive situations; and
 - details of the Employer(s)' policies, measures and procedures to deal with violence and the availability of supportive counselling.
- vi) security procedures are in place to summon assistance.
- vii) the Employer(s) and the Local Union recognize that, where preventative measures have failed to prevent violent incidents, counseling and support must be available to help victims recover from such incidents.

ARTICLE 18 - SENIORITY

18.01 Definition

Seniority shall be defined as the length of service in the bargaining unit from the date the Employee last entered the service of the Employer(s).

Notwithstanding the above, all employees employed at the date of signing this Agreement, shall be ranked in order of seniority calculated on hours of seniority from the date the employee last entered the service of the Employer(s).

18.02 Loss of Seniority

An Employee shall lose all entitled seniority and shall be deemed to have terminated employment from all Employer(s) in the geographic Health District, if in fact the Employee:

- a) Es discharged for just cause and is not reinstated;
- b) i) voluntarily terminates the employ of the Employer(s) unless they withdraw their resignation within 24 hours;

- ii) notwithstanding (i) above, voluntarily resigns a position with the Employer(s) while maintaining another position in the geographic Health District shall maintain seniority. Where an Employee resigns from all positions, said Employee shall be deemed to be terminated.
- c) Fails to return to work immediately following the termination of a leave of absence or within fourteen (14) calendar days from notification by the Employer(s) to return to work following a layoff, unless, in either case the Employee can show a justifiable reason for failure to report to work;
- d) Fills a permanent out of scope position as determined by the Labour Relations Board;
- e) Has been on continuous layoff for a period in excess of three (3) years.
- f) Has not worked 274 days within the bargaining unit, then he or she shall lose their seniority and be deemed terminated.

18.03 **Seniority List**

The Employer(s) shall maintain a seniority list showing the seniority of each Employee employed by all Employer(s) within the geographic Health District. Such lists shall be posted in places accessible to all Employees and two (2) copies will be sent to the local Secretary Treasurer of the Local Union.

Following the posting of the first multi-employer seniority list there shall be a ninety (90) calendar day open period where Employees may protest their seniority as per that list. Following the ninety (90) day open period, there shall not be any protest of the initial list. Updated seniority lists shall be posted quarterly. Subject to the above, on presentation by a Local Union Representative of proof of error a correction shall be made immediately by the Employer. Copies of the corrected seniority list shall be sent to the Local Union.

ARTICLE 19 - CLASSIFICATIONS, NEW POSITIONS & RECLASSIFICATIONS

19.01 **Classifications**

- a) New Classifications

The Employer(s) shall give written notice to the Local Union of the intent to implement a new classification and a wage structure. If the Local Union does not object to the classification and/or wage

structure established by the Employer(s) within thirty (30) days of receiving written notice from the Employer(s), the new classification and wage structure shall be put into effect and not be subject to further challenge.

If the Local Union objects to the classification and/or wage structure within the above stated thirty (30) day period, negotiations shall commence with respect to the introduction of the new classification. Where agreement cannot be reached, either the Local Union or the Employer(s) may refer the matter to Article 11 - Dispute Resolutions Options or d) Adjudication.

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

b) Changes to Existing Classifications/Positions

Where the Employer(s):

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

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

Where the Employee considers the nature of their job duties have changed substantially, the Local Union may indicate to the Employer(s), in writing, a request that the Employer(s) review the circumstances. The Employer(s)

shall provide to the Local Union their decision, in writing, within thirty (30) days.

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

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

All finalized classifications shall be signed and a copy forwarded to the Local Union.

- d) Adjudication

Where the Local Union and the Employer(s) cannot reach agreement, the parties may refer the matter to the following adjudicators on a rotational basis:

Kerry Armbruster-Barrett
Steve Pillipow

The above mentioned adjudicators shall be bound by Article 11.04 - Expedited Arbitration b), c), d), e), g), h), i).

ARTICLE 20 - POSTING OF NEW POSITIONS AND VACANCIES

20.01 Job Postings

- a) Job postings shall include the following information:
- job classification;
 - status (full-time/part-time, temporary/permanent);
 - required qualifications
 - pay grade
 - number of hours, length of rotation for part-time Employees;
 - location;
 - date of opening and date and time of closing;
- Employees shall have access to job description.

The Employer(s) agree to be bound by the terms outlined above in tilling the posted position;

- b) For informational purposes only the following shall be included and it is recognized that these conditions may be subject to change:

- i) shifts (days, evenings, nights) including actual **hours** and
- ii) probable date of commencement of the position.

c) Posting for Relief

Any requirement for relief staffing shall be posted for informational purposes. The posting period shall be for a minimum of forty-eight (48) hours and shall include:

- job classification
- status
- required qualifications
- pay grade
- no stated guaranteed hours
- location(s)
- date of opening and date and time of closing

First preference shall be given to employees within the facility/agency where the relief is required. Selection shall be based on seniority, qualifications and ability sufficient to perform the work, with availability being the deciding factor.

d) Should the Employer(s) be unsuccessful in obtaining applicants with the qualifications required in the posting of the position, and intends to reduce the qualifications from those stated on the posting, the Employer(s) shall consult with the Local Union regarding the amended qualifications and shall repost the position describing the required qualifications and fill the position in accordance with this article.

e) In the event the Employer(s) determines a vacancy will not be filled, the Local Union shall be notified in writing within thirty (30) days of the vacancy.

20.02

Posting and Filling of Vacancies & New Positions

a) Posting of Vacancies

When:

- i) a vacancy is to be filled; or
- ii) a new position is created

the Employer(s) shall post notice of the position on designated bulletin board(s) District wide simultaneously for a minimum of ten (10) days so that all Employees may make written application within the posted period. A copy of the posting shall be forwarded to the Secretary of the Local Union. The Employer shall provide to the Local Union a list of all

applicants for each posting and shall notify the Local Union of the successful applicant for each posting;

b) Filling of Vacancies or New Positions

Vacancies or new positions shall be filled on the basis of seniority, qualifications and ability sufficient to perform the job.

i) Bidding of Vacancies

Employees shall be entitled to bid for a new position or vacancy by means of written application.

An Employee who will be absent from the workplace may make written application for any anticipated postings through the Employer Designate. Such request shall remain in effect for three (3) months;

ii) Commencement of Job

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

iii) Appointment of Applicant

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

iv) Letter of Appointment

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

- status;
- number of hours per defined length of rotation;
- after discussion with the part-time Employee,
- reference to their availability for relief work;

Name of Employer(s)

Name of Employee

In accordance with Article 20.02 b) Filling of Vacancies or New Positions, the Employer(s) confirms your appointment into a full-time/part-time position.

Classification

Number of hours of work per rotation: _____ hours in a _____ week rotation.

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

Employee's Signature

Employer(s)' Signature

Date

Date

c.c. Employee
Personnel File
Immediate Supervisor
Local Union

v) Qualifications of Applicants

The Employer, on request, shall furnish the Local Union with details of qualifications of any applicant;

vi) Reasons to be Given to Unsuccessful Applicants

Upon request, the Employer will inform an unsuccessful applicant of the reason for his/her application being rejected. Such reasons shall be given in writing if the Local Union so requests.

c) Applicants from Outside the Bargaining Unit

If no applicant is appointed from the bargaining unit for any vacancy or position, the Employer(s) shall give next consideration to applications received from Employees or persons who have terminated within the last year from any CUPE health care bargaining units within the Province of Saskatchewan.

20.03 Temporary Vacancies .

- a) Temporary vacancies of 120 days or longer shall be posted subject to the posting provisions identified in Article 20.01 - Information in Job Postings and Article 20.02 - Posting and Filling of Vacancies and New Positions;
- b) Two (2) additional postings shall be required for the position of the Employee transferred as a result of the original posting. Subsequent vacancies shall be assigned according to Article 25.05 - Assignment of Relief Work;
- c) When the temporary vacancy becomes redundant, the Employee shall be returned to their original position. Article 25.14 - Posting Work Schedules shall not apply to any Employee affected;
- d) If an individual is hired from outside the bargaining unit, for the temporary vacancy, the Employee shall be deemed terminated, when the temporary vacancy becomes redundant;
- e) The Employer(s) agrees to review with the Local Union, all temporary vacancies which exceed one (1) year in duration on a semi-annual basis to determine if the position should be posted as per Article 20.02 - Posting and Filling of Vacancies and New Positions. No temporary vacancy shall exceed two (2) years and one hundred and nineteen (119) days unless the Employee encumbering the position has a longer "own occupation" definition in their disability income plan, in which case the maximum length shall be the length of the incumbent's "own occupation" period, without the mutual agreement of the Union and the Employer(s);
- f) Should the temporary vacancy become permanent, it shall be posted and filled in accordance with Article 20.02 - Posting and Filling of Vacancies and New Positions;
- g) A temporary vacancy exceeding two (2) years and one hundred and nineteen (119) days or longer as above, may be posted in accordance with Article 29.08 - Return to Work;
- h) An Employee filling a temporary vacancy shall be eligible to apply for another temporary vacancy that would result in the Employee obtaining a position with a greater number of hours per rotation or an increase in the rate of pay. The resulting vacancy will not be posted and will be filled in accordance with Article 25.05 - Assignment of Relief Work;
- i) This provision shall not preclude an Employee from tilling two (2) temporary vacancies where there are no scheduling conflicts. In no

case is the Employer obligated to change the schedules of either vacancy.

j) Filling of Temporary Vacancies

First preference shall be given to Employees within the facility/agency where the vacancy exists.

20.04 **Pay Upon Promotion**

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

20.05 **Temporary Performance of Higher Duties**

Prior to the application of Article 25.05

- a) The Employer(s) determines that work of a higher paid classification is necessary, the Employer(s) shall make every reasonable effort to allocate that assignment to existing Employees in that department or classification based on seniority, qualifications and ability sufficient to perform the job;
- b) An Employee temporarily assigned to perform duties in accordance with a) above, shall be advanced in the higher pay grade to that step in the salary scale which is next higher than the current salary rate, for all hours worked in the higher classification;
- c) No Employee shall be required to perform duties in a higher classification against their wishes when other Employees are available to perform the required work;

20.06 **Performing Duties in an Out of Scope Position**

While performing duties temporarily in an out of scope position, an Employee shall be deemed to be within the scope of the bargaining unit during the relief period. No Employee shall work temporary in an out of scope position against their wishes.

20.07 **Performing Duties of Lower Paid Classification**

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

20.08 Lateral Transfers within the Same Pay Grade

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

20.09 Demotion or Return to a Previous Held Position

When an Employee is demoted or returns to a previously held position, the Employee's rate of pay shall be adjusted to the same increment in the new pay grade.

20.10 Request for Transfer

- a) Employees on approved leave shall indicate, in writing, the positions they wish to be considered for should a vacancy arise. Should any of these positions become vacant, the Employee's name will automatically be entered with the names of other applicants from within the bargaining unit.

The position will be filled in accordance with Article 20.02 - Posting and Filling of Vacancies and New Positions

- b)
 - i) Employees wishing to be reassigned within their own department shall present the request, in writing, to the Personnel Department or designated alternate;
 - ii) the request for transfer shall be given consideration when a vacancy occurs and shall remain effective for three (3) months. The foregoing shall not apply where vacancies and new positions are posted by Departmental unit.

20.11 Transfer from Full Time or Part Time to Relief

Upon mutual agreement between the Employer(s) and the Local Union, Employees wishing to transfer from full time or part time employment to relief employment shall be allowed to do so without severing their employment with the Employer(s).

Employees shall retain accumulated benefits (subject to terms of plan document).

20.12 Recognition of Previous Experience

Employees commencing employment who have previous experience acceptable to the Employer(s) shall be placed on the salary range in accordance with the following:

- a) less than one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at the Start rate;
- b) one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at Step 1;
- c) three (3) years of experience in the five (5) years immediately preceding the date of employment shall be placed at Step 2;
- d) four (4) years of experience in the six (6) years immediately preceding the date of employment shall be placed at Step 3;
- e) five (5) years of experience in the seven (7) years immediately preceding the date of employment shall be placed at Step 4.

ARTICLE 21 - PROBATION AND TRIAL PERIOD

21.01 Probation

Newly hired Employees(s) shall be on probation for a period of four hundred and eighty (480) hours worked or five (5) calendar months, whichever first occurs from the date the Employee commences work.

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

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

The communication to the Local Union shall outline the standards that are expected of the Employee, the date the Employee was notified of them and the time period the Employee was given an opportunity to demonstrate his/her ability should include the reason for unsuitability.

21.02 Trial Period

Employees who are reclassified, transferred, promoted or who successfully apply for a temporary vacancy, shall be considered on trial in their new position for three hundred and twenty (320) hours worked or three (3) months whichever occurs first, following their date of appointment to their new position. During this trial period, the Employee may be returned to their original position, if not considered capable, or may request to be returned to their originally held position, without loss of seniority and at their former rate of pay. By mutual agreement of the Local Union and the Employer an extension may be granted. The circumstances warranting the extension, the

improvement expected by the Employer and the duration of the trial period extension must be communicated to the Employee.

ARTICLE 22 -LAYOFF AND RE-EMPLOYMENT

22.01 Reduction of Hours

In the event that notice has not already been provided in accordance with Article 23.04 - Workplace Reorganization, when the Employer(s) is considering changes which will result in the layoff of Employees, the Employer(s) will notify the Local Union at least fourteen (14) calendar days in advance of issuing layoff notices to Employees.

The Employer(s) and the Local Union shall meet to discuss the implications of such lay-off.

22.02 Layoff Defined

A layoff shall be defined as an Employer(s) initiated reduction in the workforce, a reduction of hours of work of a full time Employee, the reduction in the hours identified in a part time Employee's Letter of Appointment or in the case of a relief Employee, as a result of downsizing or facility closure and no shifts are offered within one hundred and twenty (120) days within the bargaining unit.

22.03 Employment Rights

The provisions of Article 23 - Employment Strategy shall be fulfilled prior to the abolishment of the position of any Employee with five (5) or more years of seniority.

22.04 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An Employee about to be laid off may bump any Employee with less seniority, subject to their qualifications and ability to perform the duties required. The right to bump shall include the right to bump up.

22.05 Notice of Layoff

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

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

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

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

- a) to exercise their seniority rights in accordance with Article 22.06;
- b) to accept the reduced hours of work (if applicable);
- c) to accept layoff and be placed on reemployment for a period not to exceed three (3) years. At any time while on reemployment, an Employee may resign and accept severance;
- d) to resign employment with the Employer(s);
- e) to retire (if applicable).

An Employee who has been laid off or whose employment has been abolished who elects to retire on immediate pension, or resign, shall be entitled to severance pay in accordance with Article 24 - Severance Pay.

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

Employees who do not elect one of the above options within seventy-two (72) hours will be automatically laid off and placed on re-employment in accordance with Article 22.07 - Re-employment.

Every reasonable effort will be made to contact an Employee regarding their options, however, in the event the Employer(s) is unable to contact a laid off or displaced Employee, the Local Union and the Employer(s) shall meet to discuss a mutually agreed resolution to the matter. If there is not mutual agreement, the Employer(s) shall proceed with the layoff procedure and place the Employee in an appropriate position. A mutually agreeable

or Employer(s) initiated placement will replace the Employee's right to exercise their seniority displacement rights.

Notice of Layoff for Employees in Temporary Positions

- i) in the event an Employee is filling a temporary position when the Employee's permanent position is abolished or reduced, the Employee will be issued a layoff notice and will have access to the provisions of Article 22 - Layoff and Re-Employment;
- ii) in the event the Employee reverts back during a trial period to a position which has been affected as defined in Article 22.02 - Layoff Defined, the Employee will be issued a layoff notice at the time of the reversion and will have access to the provisions of Article 22 - Layoff and Re-Employment.

22.06 Displacement of Employees

Laid off or displaced Employees may exercise seniority, subject to their qualifications and ability being sufficient to perform the duties, into a higher paid classification, a lower paid classification or same paid classification within the bargaining unit.

Subject to the following:

- a) Employees shall choose a classification in a department (including departmental unit if vacancies and new positions are posted by departmental unit) and in a facility, agency or geographic area in which they wish to exercise their seniority.
- b) Employees shall choose to exercise their seniority into either a full time or part time position within the classification specified in a) above.
- c) As per a) above, the Employee shall displace the least senior full time Employee in the classification or the least senior part time Employee whose number of hours of work contained in their letter of appointment most closely approximates the number of hours of work the Employee has chosen. Upon completion of the displacement process, the Employees may request an assignment within their department or classification as per Article 20.10 - Request for a Transfer. The supervisor shall assign rotations on the basis of seniority as per the requests.
- d) Where an Employee bumping has been regularly scheduled on a continuing basis to work a twelve (12) hour shift and holds greater seniority, the Employee may choose to displace the least senior Employee in the classification who is working a twelve (12) hour

schedule in that classification. Where an Employee bumping has been regularly scheduled on a continuing basis to work an eight (8) hour shift and holds greater seniority, the Employee may choose to displace the least senior Employee in the same classification who is working an eight (8) hour schedule in that classification.

22.07

Re-Employment

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

- a) Employees shall be counseled by the employer(s) in the presence of a Local Union representative. Employees may choose any or all of the following re-employment options:
 - i) laid off Employees shall indicate, in writing, the positions they wish to be considered for in a geographic area and/or facility/agency should a vacancy arise. Should any of these positions become vacant, the Employee's name will automatically be entered with the names of other applicants from within the bargaining unit. The position will be filled in accordance with Article 20.02 - Posting and Filling of Vacancies and New Positions.
 - ii) the Employee shall remain on layoff and may elect to work in relief or temporary positions, if available, in which they have the qualifications and ability to perform the duties required for the position to be filled, without prejudicing their right to re-employment.
- b) if a laid off Employee is successful in their application to a posted position in i) above, they shall report for duty as specified in the letter of offer sent by registered mail to the Employee's last known address, within ten (10) calendar days of being notified by the Employer(s) that they have been awarded the position. Failure to report for duty within this period will automatically cancel the awarding of the position to the Employee. The Employee will remain on layoff status. The Employer(s) will then award the position to the next qualified applicant (as per Article 20.02 - Posting and Filling of Vacancies and New Positions). If the next or subsequent successful applicants are also on layoff, this clause will continue to apply until the position has been filled;
- c) if a laid off Employee is awarded a posted position through the application of this article, they shall only be allowed three (3) occasions in which to decline a position or fail to respond to an offer of employment. If the Employee again fails to respond to a

third offer of employment or declines the awarding of the position on the third occasion by failing to report for duty within ten (10) calendar days of **being** notified they have been awarded the position, the Employee shall lose all seniority as per Article 18.02 - Loss of Seniority and be terminated. It is understood that the ten (10) calendar day period referred to in this Article shall constitute that ten (10) calendar days notification by the Employer(s) to return to work incorporated in Article 18.02 - Loss of Seniority.

- d) It shall be the responsibility of all Employees, including those laid-off, to keep the Employer(s) and the Local Union advised of their current address and telephone number.

22.08 Orientation and Trial Period on Re-Employment

Employees who are re-employed shall be entitled to a trial period in accordance with Article 21.02 - Trial Period. The Employees shall be given reasonable orientation. Employees who are not considered capable or who wish to relinquish their position shall have access to Article 22.05 b), c), d), e) - Notice of Layoff.

22.09 No New Employees Hired

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

22.10 Salary Rate

An Employee who displaces or is re-employed after a layoff, shall be paid in accordance with Articles 20.08 - Lateral Transfers within the Same Pay Grade, Article 20.04 - Pay Upon Promotion and Article 20.09 - Demotion or Return to a Previous Held Position. When an Employee is re-employed after layoff, the Employee will retain his or her accumulated sick leave credits, if any, and service towards calculation of vacation existing at such time of layoff.

ARTICLE 23 - EMPLOYMENT STRATEGY

23.01 Purpose

SAHO and CUPE agree to establish a Provincial Employment Strategy Committee (hereinafter referred to as "the Committee") to develop and implement long term strategies for training, retraining and reemployment of Employees to meet current and future human resource needs in order to provide employment security. The parties agree to jointly pursue funding options.

23.02 Employment Strategy Committee Membership

The Committee shall be comprised of eight members, four Union appointees and four Employer(s) appointees or their alternates.

23.03 Committee Mandate

a) Administration

The Committee will:

- Establish program direction, action strategies and policies and procedures;
- Review and approve the payment of requests as appropriate
- Determine signing authorities for financial and operational needs;
- Prepare and publish a monthly financial statement;
- Contract an independent auditor to produce a yearly audited financial statement for the program;
- Develop and maintain an adequate information system to support the committee's needs
- Establish an appeals process.

b) Human Resource Planning

Human Resource planning is the responsibility of the Employer(s). The Committee will review and provide recommendations on a provincial basis to ensure that Employees who become unemployed are given access to job opportunities throughout the health care system.

Specifically, the committee will:

- Monitor vacancies and recall activities;
- Provide assistance to Local Committees and/or Employer(s) on job matching;
- Evaluate future "job type" requirements throughout the system, i.e. overall system needs and recommend to districts;
- Inventory health human resources and work with the appropriate agencies to address anticipated future needs.

c) Establishing Program Directions

The Committee, in establishing program direction and action strategies must, at a minimum consider the following which may include but not be limited to:

- Training and retraining - training courses, on the job training, salary continuance, double staff (dual incumbency training), etc.;
- Tuition Reimbursement - course tuition, registration, books, etc.
- Career Counselling/Job Placement - opportunities for transfer, assistance with job search, resume writing and development of interview skills, etc.
- Relocation Assistance - costs associated with moving personal effects, etc.

23.04 Workplace Reorganization

Prior to the implementation of workplace reorganization which results in amalgamations, facility closures, dissolution of departments or abolishment of any position(s), the Employer will notify the Local Union affected and the Committee in writing prior to implementing such change.

In order to explore options within their mandate, the Committee shall consult with representatives from the Employer(s) and Local Union(s) affected. At this time, the parties will review the proposed change, including but not limited to:

- The number of positions affected;
- Options to minimize displacement;
- Employees who will be affected;
- Affected Employee(s) preferences;
- The process for implementation, including target dates; and
- The reorganization goals and objectives.

Within twenty (20) days of the original notice, the Committee will:

1. Develop a list of strategies to address the defined goals and objectives.
2. Communicate such recommendations to the Employer(s) and Local Union(s).
3. Negotiate a resolution with the Employer(s) and the Local Union(s) which will be binding upon all parties.

23.05 Co-ordination of Provincial Job Placement

Each Health District/Employer(s) which is unable to fill a vacancy shall notify the Committee of the position and relevant details. The Committee will distribute information on these vacancies and their location to District Health Boards/Employer(s). District Health Boards/Employer(s) will ensure the position will be posted and filled according to the Collective Agreement.

23.06

Transfer of Benefits, Seniority and Accruals

a) Portability of Benefits

The Committee will enter into discussions with the applicable plan administrators to identify the feasibility of transferring benefit plans for Employees who have transferred between bargaining units including but not limited to waiving qualifying periods and continuation of service.

Upon a relocation under the terms of this Agreement, Employee(s) who are already enrolled in a SAHO Benefit Plan shall not be required to serve a further qualifying period for eligibility of those SAHO benefit plan(s).

b) Transfer of Vacation and Sick Leave

Current unused sick leave credits will be transferred.
Current unused vacation credits will be paid out as per Section 35 of the Labour Standards Act. The Employee will have the option to purchase those vacation credits from their receiving Employer.

c) Transfer of Seniority

Transfer from bargaining unit to bargaining unit will not constitute a break in service for purposes of seniority.

d) Salary Rate Upon Transfer

Salary rate upon transfer shall be established consistent with the terms of Article 20.04 - Pay Upon Promotion, 20.08 - Lateral Transfer within the Same Pay Grade and Article 20.09 - Demotion or Return to a Previously Held Position.

ARTICLE 24 - SEVERANCE PAY

24.01 Severance Pay

a) An Employee who has been laid off, or who has been informed in writing that his/her job has been abolished and who elects to retire on immediate pension, or resign, shall be entitled to severance pay on the following basis:

5 days x the number of years x the Employee's current
of service daily rate of earnings

b) All other than full time Employees shall receive severance pay on a pro-rata basis.

ARTICLE 25 - HOURS OF WORK

25.01 Definition

- a) For the purpose of this Agreement, a day shall be any twenty-four (24) hour period calculated from the time that the employee commences the scheduled or assigned shift.
- b) The three (3) week period shall mean that period designated by management between midnight on Saturday and midnight on the following third Saturday.

25.02 Hours of Work

Effective April 1, 1999, the normal annual hours for full time Employees shall be 1948.8 hours per year.

a) Full Time Employees

Normal hours of work for full-time Employees shall be one hundred and twelve (112) hours in a three (3) week period divided into shifts of eight (8) consecutive hours (exclusive of a specified meal period).

On completion of 112 paid hours all Employees shall earn an unpaid day of rest. This day of rest shall be scheduled by mutual agreement between the Employee and Employer.

All hours worked in excess of eight (8) hours per day or one hundred and twelve (112) hours in a three (3) week period shall be classed as overtime and paid at overtime rates.

b) Part-time/Relief Employees

Normal hours of work for part-time/relief Employees shall be a maximum of one hundred and twelve (112) hours in a three (3) week period consisting of no more than eight (8) hours per day (exclusive of a specified meal period), except as provided in Article 25.03 - Expanding of Hours.

During each three (3) week period, part-time Employees shall be scheduled six (6) days off. However, this will not preclude Employees from accepting an offer of work on scheduled days off providing they do not exceed the determined full time hours over three (3) weeks.

All hours worked in excess of eight (8) hours per day or one hundred and twelve (112) hours in a three (3) week period shall be classed as overtime and paid at overtime rates, except as provided in Article 25.03 - Expanding of Hours.

c) Shift Employees

For all shift workers, the night shift shall be the first shift worked in each day, the day shift shall be the second shift and the afternoon shift shall be known as the third shift, in each calendar day.

d) Field Employees

The hours of work of a field Employee shall be unregulated, within any working day, or series of working days, by specific provisions of this agreement and shall average eight (8) hours times the number of normal working days in the month and shall be reduced by eight (8) hours for each designated holiday in the month.

In addition to the regular rates of pay, a shift differential in the amount specified in Article 25.17 - Shift Premium, shall be paid for all assigned hours worked by field Employees, between the hours of 1800 and 0700 hours.

Note: Field designated positions shall be created by mutual agreement at the Local level.

e) Flexible Working Hours

Subject to the requirements to meet client need and to provide continuity of service between core hours as identified between the Employer(s) and the Local Union, Employees shall work flexible hours as determined by the Supervisor or designate.

i) Employees may be required to work flexible hours in the following manner:

- a) Start time: Up to two (2) hours prior to the beginning of the shift.
- b) Finish: Up to two (2) hours at the end of the shift.
- c) Lunch Break: Minimum of thirty (30) minutes - maximum two (2) hours.

ii) Banking and Carry Over

In order to ensure Employees' guaranteed hours of work are met as per their letter of appointment, Employees' hours of work over or under their regularly scheduled shift may be banked and will be utilized or paid within the designated three (3) week period.

iii) Overtime

Flextime shall not constitute overtime nor will time worked as flextime incur any premiums which would not otherwise accrue.

iv) Recording of Hours: Each Employee on flexible hours will be responsible for the recording of hours worked.

25.03 **Expanding of Hours**

The hours of work of an Employee working less than normal hours of work per day may be expanded up to the normal hours of work in accordance with Article 25.05 - Assignment of Relief Work, without the payment of overtime. However, no Employee shall work more than 12 hours per day from start time to finish time and said Employee shall receive a minimum of eight (8) hours rest from the end of one shift to the beginning of the next shift.

25.04 **Rest Periods Between Shifts for Full Time Employees**

The Employer(s) shall provide at least fifteen and one-half (15 1/2) hours of rest between shifts, except as mutually agreed otherwise by the Local Union and the Employer(s). Failure to provide this time will result in payment of overtime for any hours worked during such rest period.

25.05 **Assignment of Relief Work**

When the Employer determines that relief work is required, assignments may be subject to Article 25.03 - Expanding of Hours and then the following conditions:

a) Seniority

i) The opportunity for Employees to work additional shifts or expand their hours shall increase according to seniority,

qualifications and ability sufficient to perform the work. Where Employees agree to work such additional shifts that fall outside their regularly assigned schedules, such work shall not be construed as a change of shift and shall not be eligible for overtime unless it causes an Employee to work more than the normal full-time hours of work as set out in this Collective Agreement.

- ii) Call in lists shall be updated on a quarterly basis. A copy of the most current list(s) shall at all times remain posted. In case of any dispute regarding call-in the Local Union shall be provided with a copy of the applicable call-in list from the affected department. Department shall mean the entire department or unit or specialized area or geographic location dependent upon the organizational structure, as agreed by the Local Union and the Employer(s).
- iii) If a relief Employee has not worked for 120 days in a department he or she shall be removed from the call-in list of that department.
- iv) Should the senior Employee be scheduled or called in for a short shift and a longer shift subsequently becomes available in that department for which the senior Employee is qualified and able, the senior Employee's shift shall be expanded to the longer shift. Such shift expansion shall be allowed once per Employee per 24 hour period.

b) Employees on Leaves

Employees on the following leaves shall not be called to perform call-in work from:

- absence covered by WCB and/or DIP and/or Automobile Accident Insurance Act;
- Approved LOA;
- Vacation.

c) Availability

the Employee shall identify their availability for relief work, on the prescribed form X Pro Forma-Assignment of Relief Work. The Local Union shall have access to the prescribed forms. Relief work will be assigned based on the information provided. The onus is on the Employee to communicate any changes to his/her availability which may be made no more than quarterly. Employees working in more than one (1) department and/or facility/agency shall be required to inform the immediate supervisor or designate of any

potential overtime situations and/or scheduling conflicts as soon as the Employee is aware. Should an Employee fail to indicate an overtime situation, they will be ineligible for relief for a period twice the period of the overtime.

It is understood that once an Employee accepts an offer or is assigned additional work, he or she is obligated to report for that work unless subsequently granted paid or unpaid leave or mutual trade pursuant to the Collective Agreement.

d) Additional Work

Employees are expected to work their assigned shifts prior to being offered relief work. Additional work that becomes available shall be allocated as follows:

i) Inside 72 hours/3 days

Work that becomes available within 72 hours notice shall be filled by calling in staff in order of seniority, if unable to expand the hours of work of the senior Employee currently working or scheduled to work. If there is no immediate personal response to such call, the shift shall be offered to the next senior employer on the list. All such calls shall be recorded.

ii) Outside 72 hours/3 days

Work that becomes available outside 72 hours shall be filled by assigning all or part of the available hours to the Employees as prescribed on the Employee's availability form. The Employer will reschedule the Employee, based on their availability form, in order for the Employee to work additional hours. The Employer will notify the Employee as soon as possible when shifts are assigned as per above.

iii) The Employer(s) reserves the right to change or cancel a relief Employee's scheduled shift(s). If such shift(s) are cancelled without forty-eight (48) hours notice, the Employee shall be paid his/her regular earnings for any shift(s) cancelled within the forty-eight (48) hour period. A part-time Employee who is working relief, and whose shifts are cancelled shall return to their part-time schedule.

e) Failure to Properly Assign Work

Employees not called in accordance with these provisions shall be paid for all lost hours.

f) Failure to Work Assigned Relief Work

Should an Employee fail to perform relief work in accordance with the availability identified on the prescribed form - Pro Forma - Assignment of Relief Work, the Employer shall remove such Employee from the relief list.

25.06

Rest and Meal Periods

- a) One rest period of fifteen (15) minutes shall be scheduled by the Employer(s) for each Employee scheduled a shift of three (3) hours or more including travel time (exclusive of meal period);
- b) Two rest periods of fifteen (15) minutes each shall be scheduled by the Employer(s) for each Employee scheduled a shift of at least seven (7) hours (exclusive of meal period);
- c) Every effort will be made to grant such rest periods midway between each half shift;
- d) One unpaid meal period of one-half (1/2) hour shall be scheduled for each Employee working a shift of at least five (5) hours or more. Employees unable to take their meal period at the time scheduled, shall be provided time later in the shift for the meal break. Employees who work the normal full time hours per day and who are unable to take their meal break will be paid one-half (1/2) hour at overtime rates;

25.07

Consecutive Days Off

Employees shall be scheduled no less than two (2) consecutive days off, unless single days are arranged by mutual agreement between the Local Union and the Employer(s). However, this will not preclude Employees who work less than full time hours as per Article 25.02 - Hours of Work from accepting an offer of work on scheduled days off providing they do not exceed the determined full time hours over three weeks.

25.08

Six Consecutive Work Days

Employees shall be scheduled to work no more than six (6) days straight unless otherwise mutually agreed between the Employer(s) and the Local Union. Discussion on implementation of this article shall take place between the Employer(s) and the Local Union.

25.09 Split Shifts

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

25.10 Time Off in Lieu Bank (effective April 1,1999)

At the request of the Employee, time off, calculated at the appropriate overtime rates in lieu of overtime pay or designated holiday pay may be banked to a maximum of eighty (80) hours. This shall be taken at a time mutually acceptable between the Employee and the Employer(s) and must be recorded on time sheets or work records accessible to Employees. Any unused portion of the time in lieu bank shall be paid out on March 31st of each year.

25.11 Overtime Rates of Pay

Employees shall not work overtime unless authorized by the Employer.

a) Overtime on a Regular Day

Subject to Article 25.02, all hours worked in excess of the daily normal full-time hours of work shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the first four (4) consecutive hours and two (2) times the regular rate of pay for hours worked in excess of four (4) consecutive hours in that day.

b) Overtime Rate after Midnight

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

If the evening shift ends before midnight and the Employee is required to work overtime continuous with the evening shift and the overtime ends after midnight, then the entire overtime period shall be paid at double (2x) time.

c) Overtime on Day Off

Full-time Employees required to work the scheduled day or day(s) off shall receive two (2) times their regular rate of pay for such day or day(s) off worked.

25.12 **Overtime Against Wishes**

No Employee shall be required to work overtime against his/her wishes when other qualified Employees within the work unit are willing to perform the required work.

25.13 **Overtime by Seniority**

All Employees shall be eligible for overtime in their department and all overtime shall be offered in order of seniority.

25.14 **Posting Work Schedule**

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

Any deviation from this article shall only be with discussion between the Employer(s) and the Local Union.

- b) The Employer(s) and the Local Union, shall establish master schedules. Amendment to such schedules shall only occur after consultation between the Local Union and Employer(s),

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

25.15 **Mutual Trades**

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

25.16 **Minimum Report Pay**

- a) Any Employee reporting for work shall be paid no less than 3 hours at the regular rate of pay;
- b) The Employer shall not implement scheduled shifts of less than three (3) consecutive hours.

25.17 **Shift Premium**

A shift premium of seventy (\$.70) cents per hour shall be paid to Employees working shifts (including shifts worked on designated holidays) whereby the majority of such hours fall within the period 1500 hours and 0800 hours. Shift premiums shall not apply to overtime hours worked.

25.18 **Weekend Premium**

All Employees shall have at least one weekend off in every three week period. Those Employees required to work on the third (3rd) Saturday and/or Sunday shall be paid at overtime rates of pay for all hours so worked on the third (3rd) Saturday and/or Sunday except where it is mutually agreed otherwise between the Employer and the Local Union. Insofar as possible, within established staffing patterns, Employees will be scheduled for weekends off on an equitable basis. Notwithstanding the above, part-time and relief Employees may work additional weekends at regular rates of pay upon mutual agreement between the Employer and Employees affected.

A weekend premium of thirty (\$.30) cents per hour in addition to any other shift differential shall be paid for each hour worked by an Employee on the shift falling between 0001 Saturday and 2400 Sunday. When an Employee is receiving overtime pay, weekend premiums will not apply.

25.19 **Standby Defined**

Standby assignment shall mean a period during which the Employee is not on regular duty, and must be available to respond to return to duty. The duration of standby will not be less than eight (8) hours. No Employee will be required to be on standby in excess of 183 calendar days in one calendar year against their wishes.

25.20 **Alternate Arrangements for Standby**

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

25.21 **Standby Payments**

A standby payment for standby assignment shall be paid to each Employee currently receiving such as follows:

- a) \$.73 per hour on a regular working day(s);
- b) \$1.03 per hour on days off and Designated Holidays. This payment shall be in addition to any callback compensation.

Effective April 1, 1999:

Standardize standby for those who have not previously received:

- a) \$.73 per hour on a regular working day(s);
- b) \$1.03 per hour on days off and Designated Holidays. This payment shall be in addition to any callback compensation.

Effective July 1, 1999:

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

- a) \$1.03 per hour on a regular working day(s);
- b) \$1.33 per hour on days off and Designated Holidays. This payment shall be in addition to any callback compensation.

25.22

Phone Calls After Hours

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

25.23

Call Back

- a) After Completion of Shift

Any Employee who is called back to work the same day after having completed the regular work schedule, and having left the Employer(s)' premises, shall be paid for a minimum of two (2) hours at the rate of one and one-half (1 1/2) times the regular rate.

- b) After Midnight

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

Notwithstanding Article 25.22 - Phone Calls after Hours, an employee shall not receive payment for phone calls after **hours** within two (2) hours of the start of a minimum call back.

25.24 **Call Back Transportation**

Employees who are called back to work outside their normal hours of work will use either the taxi company designated by the Employer(s) and will charge the return fare to the Employer(s), or where Employees are required or choose to use their own mode of transportation, the Employee shall be paid in accordance with Article 33.03 - Transportation.

25.25 **Maximizing Full Time Employment**

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

- employ as many full time Employees as is reasonably possible;
- where viable, when posting part time positions, incorporate the most hours feasible out of the predictable available work;
- minimize the use of relief work

a) Purpose:

- to govern the review and allocation of hours with the goal of maximizing full time employment;
- discussion will take place between the Employer and the Local Union prior to any implementation.

b) Maximizing Hours in Part Time Positions

As permanent part time positions are vacated and approved for staffing, discussion shall take place between the Employer and the Local Union and subject to an agreement between the Employer and the Local Union, shifts may be redistributed in the following manner:

- i) when departmental reorganization is contemplated, the Employer will meet with the Local Union to discuss the creation of full time positions and/or the maximization of part-time positions;
- ii) where positions are vacated, shifts will be distributed to part- time Employees, in order of seniority with the aim of incorporating the most hours in a position;
- c) If all shifts are not redistributed as per b) or if mutual agreement cannot be reached as to the redistribution of additional hours, a permanent part-time position will then be posted.

New Letters of Appointment for part-time Employees will be issued when additional regular hours are added to their schedule.

Application of b) may result in part-time encumbered positions becoming full time;

d) If permanent part-time positions within a specific functional area are vacated simultaneously, where operationally feasible, the Employer shall combine the positions into a full time position or a larger part-time position and post as per e) (iii);

e) i) Where a relief Employee is identified as working ongoing and regularly scheduled shifts, the Employer will review the schedule with a view to incorporating those hours into schedules of senior part-time Employees in the department, who desire them;

ii) Where (i) is not applicable, a new permanent part-time position will be created and posted;

iii) The Local Union and the Employer will meet to discuss the circumstances under which newly created positions will be posted. In some cases, the posting provisions may be, by mutual agreement, specific to a particular department.

f) Dispute Resolution

Any outstanding issues regarding the application of this Article or if resolution is not found at the meeting, the Local Union may choose to access the grievance procedure.

ARTICLE 26 - DESIGNATED HOLIDAYS

26.01 Designated Holidays

The Employer(s) recognizes the following as designated holidays:

New Year's Day	Saskatchewan Day
Easter Monday	Good Friday
Labour Day	Thanksgiving Day
Victoria Day	Canada Day
Remembrance Day	Christmas Day
Boxing Day	

And any other day proclaimed as a designated holiday by the Federal, Provincial or Municipal Government. A civically declared designated

holiday in lieu of any of the above named holidays shall not be considered as a designated holiday.

26.02 Saturday or Sunday Holiday

- a) Those Employees who are regularly scheduled to work Monday through Friday, and;
 - i) the designated holiday falls on a Sunday, the following Monday will be a day off-in-lieu;
 - ii) the designated holiday falls on a Saturday, the previous Friday will be a day off-in-lieu, unless otherwise negotiated between the Employer(s) and the Local Union;
- b) For Employees whose regular days of rest are not Saturday or Sunday, the holiday will be observed on the day it occurs.

26.03 Christmas or New Years Day Off

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

26.04 Pay on a Designated Holiday

Except as otherwise provided in this agreement:

- a) A full-time Employee who works on a Designated Holidays shall:
 - i) receive pay at the rate of one and one-half (1 1/2) times their regular rate of pay and another day off in conjunction with days off with pay within four (4) weeks before or after the designated holiday occurs; or
 - ii) if mutually agreed between the Employee and the Employer(s), receive pay at the rate of two and one-half (2 1/2) times their regular rate of pay; or
 - iii) if mutually agreed between the Employee and the Employer(s), receive their regular rate of pay and bank one and one-half (1 1/2) times their regular rate of pay as time in lieu, in the bank as per Article 25.10 - Time Off in Lieu of Overtime.
- b) A full time Employee who does not work on the above Designated Holiday shall receive pay equal to one (1) regular days pay.

- c) All other than full time employees working **1948.8** hours shall be paid bi-weekly on all straight time pay, a premium of 4.52% in lieu of designated holiday pay.
- d) All other than full time employees working 1872 hours shall be paid bi-weekly on all straight time pay, a premium of 4.7% in lieu of designated holiday pay.
- e) All other Employees who work on the above Designated Holiday shall additionally receive pay at the rate of 1 1/2 times the regular rate of pay.

26.05 Scheduling on Designated Holidays

When the Employer(s) needs an Employee to work on a designated holiday, the shift shall be offered to the regularly scheduled incumbent unless the Employee requests the day off and the Employer can accommodate such a request.

26.06 Additional Day Off

- a) When a Designated Holiday falls on a full time Employee's scheduled day off, the Employee shall have an additional day off with pay within four weeks before or after the Designated Holiday occurs. Such time off will be taken at a mutually agreed time.
- b) When a Designated Holiday occurs during a full time Employee's Vacation leave, he/she shall be granted an additional day off as part of his/her vacation period.

26.07 Overtime on a Designated Holiday

- a) Overtime on a Regular Day of a Designated Holiday

Subject to Article 25.02, all hours worked in excess of the daily normal full time hours of work on a designated holiday shall be paid at the rate of two (2) times the regular rate of pay for the first four (4) consecutive hours and two and one-half (2 1/2) times the regular rate of pay for hours worked in excess of four (4) consecutive hours in that day.

- b) Overtime Rate after Midnight on a Designated Holiday

An Employee who works overtime between the hours of 2400 and 0700 on a designated holiday and where such overtime is continuous with the regular shift shall be paid at the rate of two and one-half (2 1/2) times the regular rate for all overtime so worked between 2400 and 0700.

If the evening shift ends before midnight and the Employee is required to work overtime continuous with the evening shift and the overtime ends after midnight then the entire overtime periods shall be paid at two and one-half (2 1/2) times the regular rate of pay.

26.08 Overlapping Shifts

In the case of an Employee who works a shift which begins on *one* (1) day and ends on the next, the credit for the purposes of Article 26.04 - Pay on a Designated Holiday, shall be determined in accordance with Article 25.02 c) Shift Employees.

ARTICLE 27 - VACATIONS

27.01 Definition

Vacation Year means the twelve month period commencing on the 1st day of April in each calendar year and concluding on the 31st day of March the following calendar year.

27.02 Time Off and Pay for Annual Vacation

In order to accommodate Article 27.11 Implementation - Change of Vacation Year, until April 1, 2000 Employees shall earn vacation credits consistent with current practice.

Effective April 1, 2000:

The parties agree that no Employee's vacation accrual rate shall be less than that enjoyed as of March 31, 2000.

Employees shall earn time off and vacation pay on the following basis:

- a) During the first (1st) and subsequent years, including the fifth (5th) year of continuous employment, earn fifteen (15) days off. Pay shall be based on 6.1576% of total pay during the previous vacation year;
- b) During the sixth (6th) and subsequent years, including the sixteenth (16th) year of continuous employment, earn twenty (20) days off. Pay shall be based on 8.2102% of total pay during the previous vacation year;
- c) During the seventeenth (17th^e) and subsequent years, up to and including the twenty-ninth (29th^h) year of continuous employment,

earn twenty-five (25) days off. Pay shall be based on 10.2627% of total **pay** during the previous vacation year;

- c) During the thirtieth (30th) and subsequent years of continuous employment, earn thirty (30) days off for annual vacation. Pay shall be based on 12.3153% of the total pay during the previous vacation year.

27.03 Posting of Annual Vacation Credits

Projected accumulated vacation credits for all Employees shall be posted February 1st of each year, and will be subject to verification.

27.04 Posting Vacation Schedule

The Employer(s) shall post notice that Employees may submit annual vacation requests.

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

After this date, vacation dates shall be governed on a first-come basis.

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

This shall not preclude Employees from requesting vacation throughout the vacation year, provided they give three (3) weeks notice and do not interfere with predetermined vacations based on seniority.

The Employer(s) shall confirm in writing, to the Employee, the granting of his/her request for vacation within seven (7) calendar days. Should the Employer(s) fail to respond to the request in writing, the request shall be deemed granted.

27.05 Broken/Unbroken Vacation Period

An Employee shall be entitled to receive his/her entire vacation in a broken or unbroken period as mutually agreed upon between the Employee and Employer(s).

27.06 Vacation Pay on Termination or Retirement

An Employee who leaves after one (1) year of service without having received his/her annual vacation for that year, shall be allowed pay-in-lieu of earned vacation leave.

27.07 **Carry Over of Vacation**

The vacation entitlement contained herein will be taken by all the Employees annually, subject, however, to the provision that the Employees may make application to the Employer(s) for carry over of the entitlement to the following year.

27.08 **Designated Holiday within Scheduled Annual Vacation Period**

When a designated holiday falls within an Employee's scheduled vacation period, that day shall be recognized as a Designated Holiday and the Employee shall be paid in accordance with Article 26.06 - Additional Day Off.

27.09 **Approved Absence during Vacation**

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

- a) Granted bereavement leave, or
- b) Granted sick leave as a result of hospitalization during the scheduled vacation, or
- c) Granted other approved leave of absence, or
- d) Granted sick leave for an illness which would confine the Employee to the residence or to bed rest for a duration of more than three (3) days. A medical certificate substantiating proof of confinement will be required.

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

27.10 **Employees Called Back from Vacation**

When the appropriate Employer designate makes it mandatory for an Employee to cancel prearranged vacation the Employee shall immediately notify the Employer of any prearranged vacation and associated costs. Such costs incurred as a result of the cancellation shall be reimbursed by the Employer upon submission of receipts.

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

27.11

Implementation - Change of Vacation Year

a) Unearned to Earned Vacation

Both Parties agree to the following process in order to establish earned vacation credits for Employees who previous to this Collective Agreement had unearned vacation credits:

- The Employee will continue to accrue vacation credits consistent with Article 27.02 - Time Off and Pay for Annual Vacations;
- For a period of three (3) years beginning April 1,1999 an Employee shall be allowed to carry over earned vacation credits without limit;
- At March 31,2002 the vacation credits remaining in the Employee's bank will be the vacation available for the vacation year April 2,2002 to March 31,2003.
- Accumulated earned vacation in the year April 1,2002 to March 31,2003 shall be used in the following vacation year.

b) Change to the beginning date of the Vacation Year

i) Change from January 1 to April 1-
January 1, 1999 to March 31,2000 the Employee shall be entitled to vacation credits earned from January 1, 1998 to March 31, 1999.

ii) Change from May 1 to April 1 -
April 1, 1999 to March 31,2000 the Employee shall be entitled to take vacation credits earned from May 1, 1998 to March 31, 1999.

ARTICLE 28 - LEAVE OF ABSENCES - GENERAL

28.01 General Leave of Absence

Leave without pay shall be granted to the Employee insofar as the regular operation of the facility or agency will permit. All requests for leave of absence must be submitted in writing and shall include commencement date and length of the leave. For any leave for over thirty (30) calendar days the Employee will furnish reasons for the request. If such leave is for alternate employment the leave shall be denied unless the leave is to maintain or fulfill licensing requirements. The Employer(s) shall respond to all requests for leave of absence within seven (7) days of receipt of the request with a copy forwarded to the Local Union.

Leave Without Pay for Union Business

- a) Except in extenuating circumstances, the Employer(s) agrees that on at least forty-eight (48) hours notice in writing leave of absence shall be given to any designated Employee(s) for the purpose of conducting union business, however, where Union business is regularly scheduled, the official will advise the Employer(s) as soon as he/she is aware.
- b) The Employer(s) may waive any portion of the notice period.
- c) An Employee granted leave under this Article shall earn vacation credits, sick leave credits and Designated Holiday pay.
- d) The Employer(s) agrees to continue to pay normal salary, supplementary earnings and benefits to Employees delegated on a short term basis of one (1) month or less to attend to Union business and that the Employer(s) is to charge the Local Union for reimbursement of the cost. Such costs shall only include:
 - i) actual lost wages;
 - ii) Employer(s)'s share of Canada Pension contributions;
 - iii) Employer(s)'s share of Unemployment Insurance premiums;
 - iv) Employer(s)'s share of Pension contributions or equivalent;
 - v) Employer(s)'s share of Group Insurance premiums;
 - vi) Employer(s)'s share of Disability Income contributions;
 - vii) Employer(s)'s share of Dental Plan;
 - viii) Workers' Compensation premiums.
- e) On leaves of absence of more than one (1) month and at the request of the Local Union, the Employer(s) agrees to pay normal salary and benefits to an Employee and will charge the Local Union, in addition to those costs set forth in Article 28.02 (d) - Leave for Union Business an amount for the following benefits:
 - i) annual vacation;
 - ii) sick leave;
 - iii) Designated Holidays.

Employees on union leave shall be replaced for all applicable time off. If replacement staff is not provided, the Employer(s) shall provide reasons in writing to the Local Union.

28.03 **Leave With Pay for Union Business**

It is understood and agreed between the Parties that in order to facilitate the resolution of matters of mutual concern, other than collective bargaining, the following arrangements will be implemented:

- a) The Local Union representatives shall suffer no loss in salary for time lost from duties for the purpose of attending meetings at the request of and with representatives of the Employer and/or administration.

- b) Presidents of each Local Union shall be granted up to eight (8) hours without loss of pay to attend to matters within their bargaining unit related to the agreement between the Local Union and the Employer(s). Such leave shall only be in conjunction with District Union Management Meetings as per Article 12 - Union Management Committee and shall not exceed eight (8) hours in any given month. Notice of such leave shall be in accordance with Article 28.02.

28.04 **Leave of Absence for Full-Time Union or Public Duties**

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

28.05 **Compassionate Leave**

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

- a) Four (4) regularly scheduled consecutive working days in the event of the death of an Employee's spouse (including same sex), common-law spouse, parent, mother-in-law, father-in-law, brother, sister, child, step child or someone with whom they have had an equivalent relationship.

- b) Two (2) regularly scheduled consecutive working days in the event of the death of grandparents, great grandparents, spouse's grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law, daughter-in-law or any other relative for whom an Employee is required to administer bereavement responsibilities.

- c) Where the Employee acts as an active pallbearer, the Employee shall be granted compassionate leave with pay, up to four (4) hours.

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

28.06 **Leave for Serious Illness**

Where an Employee has primary care responsibilities, he/she shall be granted leave with pay for the serious illness of a member of the immediate family as defined in Article 28.05 up to a total of two (2) consecutive working days. Serious illness shall be defined as an emergent or life threatening situation.

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

28.07 **Leave for Pressing Necessity**

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

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

28.08 **Medical Care Leave**

An Employee who is unable to make arrangements for personal preventative health care outside of scheduled work time shall be granted time off with pay. Such time off will be deducted from the Employee's sick leave accumulation and shall not exceed twenty-four (24) working hours per year.

On request, Employees will be required to show proof of such care.

28.09 **Parental Leave (Maternity, Paternity, Adoption)**

- a) An Employee who makes application for leave under this Article at least one (1) month in advance of the requested start date:
 - i) and who provides her immediate supervisor with a medical certificate certifying that she is pregnant and specifying the estimated due date is entitled to and shall be granted

maternity leave for a period not exceeding twelve (12) months except where circumstances in the opinion of the Employee's doctor, the leave should be further extended which shall not commence prior to three (3) months immediately preceding, the estimated due date specified in the medical certificate.

- ii) and who provides their immediate supervisor with proof of adoption of a child shall be granted Adoption Leave for a period not exceeding twelve (12) months, which shall not commence prior to the date at which the child becomes available for adoption;
 - iii) an Employee who makes application for paternity leave at least one (1) month in advance of the commencement date shall be granted paternity leave for a period of up to one (1) year in duration. Paternity leave is in accordance with this Article.
- b) No Employer(s) shall dismiss, or layoff, an Employee solely because he/she is pregnant or has applied for leave in accordance with subsection a) above;
 - c) With sixteen (16) day's notice, an Employee may return prior to the expiration of the leave.
 - d) An Employee returning from maternity leave shall be reinstated in the position with the hours of work in the department in which she was employed prior to going on leave. If her position is abolished during her leave, she shall be subject to layoff as if she had been occupying the position at the time of its abolition;
 - e) An Employee unable to perform her regular duties, but able to perform other work, shall, where possible, be permitted to do so at the appropriate rate of pay for the position she is filling.

28.10 Paid Jury or Court Witness Leave

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

28.11 Educational Leave

An Employee shall be granted up to forty-eight (48) months unpaid leave for education leave.

a) In Service Education/Staff Development

The Employer(s) shall provide in a suitable location such reference materials as may be required in relation to maintaining up to date knowledge.

In service education, workshops and seminars will be provided within normal working hours whenever possible.

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

b) Cardiopulmonary Resuscitation (CPR) Training and Recertification

i) Where an Employee's attendance is required at CPR training or recertification, the Employee shall be paid at straight time rates or be given equivalent time in lieu.

ii) When offered by the Employer, CPR training and recertification will be provided within the normal working hours wherever possible.

c) Tests and Examinations

No Employee shall suffer loss of pay while writing examinations or tests required by the Employer.

d) Upgrading

An Employee may be given assistance by the Employer(s) to attend specific courses, seminars, schools, etc. pertaining to the Employee's classification and job.

Participation in pertinent educational programs is encouraged by the Employer(s). Subject to adequate staffing levels being maintained, and upon the request of an Employee, the Employer may grant leave, with or without pay, to attend conferences, workshops, seminars or professional meetings covered job related topics. Tuition costs, registration fees, or expenses incurred may be paid by the Employer(s) concerned.

When the Employer(s) requires the attendance of one or more Employees at a conference or workshop, or similar educational session, normal salary and benefits shall be continued for the scheduled work days lost during that period of absence. In

addition, all registration or tuition fees and reasonable and substantiated expenses related to the session shall be paid by the Employer(s).

28.12 **Benefits During Leave of Absence Without Pay**

When on leave of absence without pay, Employees shall be entitled to benefits of this Agreement, other than salary as follows:

- When leave is for thirty (30) consecutive calendar days or less, Employees shall be entitled to earn sick leave, vacation leave and Designated Holidays;

ARTICLE 29 - SICK LEAVE

29.01 **Definition of Sick Leave**

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

29.02 **Accumulation of Sick Leave Credits**

Employees shall accumulate one and one-quarter (1 1/4) days per month to a maximum of one hundred and ninety (190) days.

Other than full time Employees shall earn sick leave credits on a pro rata basis.

Employees who have in excess of one hundred and ninety (190) days in their current sick bank will maintain those days, however, at any time they fall below one hundred and ninety (190) days the new maximum will be one hundred and ninety (190) days.

29.03 **Deductions from Sick Leave Credits**

- a) A deduction shall be made from accumulated sick leave credits for all normal working hours absent for sick leave.
- b) Relief Employees access to Sick Leave Credits & Bridge Benefit of the Disability Income Plan.
 - 1. Illness or Disability Not Known in Advance
 - (a) During the Posted and Confirmed Period

For the first fourteen (14) calendar days calculated from the date of illness or disability, a relief Employee shall be eligible to access her/his accumulated sick leave credits, in accordance with Article 29 - Sick Leave, for all scheduled working hours as of the date of illness or disability. If the relief Employee's sick leave credits expire during this fourteen (14) calendar day period the relief Employee shall be eligible to access the Bridge Benefit of the Disability Income Plan in accordance with the terms of the Plan.

(b) Following the Posted and Confirmed Period

After fourteen (14) calendar days calculated from the date of illness *or* disability, the relief Employee shall be eligible to access the Bridge Benefit of the Disability Income Plan in accordance with the terms of the Plan. No further deductions shall be made from that Employee's accumulated sick leave credits for same.

2. Illness or Disability Known in Advance

Where a relief Employee knows in advance that she/he will be ill or disabled (e.g. scheduled surgery), the Employee shall immediately advise the Employer. It is acknowledged that the relief Employee will not be available for relief work during the period of incapacity and the Employer will not assign/offer the Employee any relief shifts for that period.

(a) Sick Leave to Occur within Posted and Confirmed Period

Where the Employee is advised that the pending sick leave is to occur within the posted and confirmed period (i.e. within fourteen (14) calendar days from date of becoming aware of the pending sick leave) the relief Employee shall be:

- i) eligible for and offered relief work, in accordance with Article 25.05 - Assignment of Relief Work, from date of becoming aware of the pending sick leave to the day before the date of illness or disability.
- ii) eligible to access her/his accumulated sick leave credits, in accordance with Article 29 - Sick Leave, for all scheduled working hours as of the date of illness or disability, up to and including the fourteenth (14th) calendar day from the date of becoming aware of pending sick leave. If the relief

Employee's sick leave credits expire during this period, the relief Employee shall be eligible to access the Bridge Benefit of the Disability Income Plan in accordance with the terms of the Plan.

- iii) eligible to access the Bridge Benefit of the Disability Income Plan in accordance with the terms of the Plan as of the fifteenth (15th) calendar day from the date of becoming aware of the pending sick leave. No further deductions shall be made from that Employee's accumulated sick leave credits for same.

(b) Sick Leave to Occur Outside of the Posted and Confirmed Period

Where the Employee is advised that the pending sick leave is to occur outside the posted and confirmed period (i.e. more than fourteen (14) calendar days from the date of becoming aware of the pending sick leave) the relief Employee shall be:

- i) eligible for and assigned/offered relief work in accordance with Article 25.05 - Assignment of Relief Work from date of becoming aware of the pending sick leave to the day before the date of illness or disability.
- ii) eligible to access the Bridge Benefits of the Disability Income Plan as of the date of illness or disability, in accordance with the terms of the Plan. No deductions shall be made from that Employee's accumulated sick leave credits for same.

For the purpose of the above, the terms of the Disability Income Plan shall permit relief Employees access to the Bridge Benefit even though that Employee may still have an accumulation of sick leave credits.

29.04

Notification of Illness

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

29.05 **Proof of Illness**

An Employee may be required to produce a certificate from a medical practitioner for any illness certifying that he/she. was unable to carry out their duties due to illness. Such certificate shall be requested during the illness.

29.06 **Recognition of Social Illness**

The Employer and the Local Union recognize that mental illness and chemical addictions are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as now applied for other health problems. Employees whose partner or a dependant family member is undertaking a rehabilitative program for alcoholism or chemical addiction may apply for vacation time or leave without pay to participate with her partner in such rehabilitative program.

It is recognized by both the Employer and the Local Union that it is the personal responsibility of the individual to accept treatment. The acknowledgment of the above is not to be interpreted as constituting a waiver of management's responsibility to maintain discipline or the right to take disciplinary measures within the framework of this Collective Agreement.

29.07 **Accommodation of Employees**

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

29.08 **Return to Work**

Where the illness or disability prevents the full return of the Employee to the working environment, the Employer, Local Union and Employee shall meet to discuss referral of claim to Worker's Compensation Board or Disability Income Plan.

- a) Employees returning to work within the two years will be reinstated to the position the Employee held prior to the commencement of the absence, except in cases of layoff unless the Employee is not capable of performing the duties of the position.

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

- b) Employees who have been absent from work for a period of two years will have the circumstances of their absence reviewed at the end of the two year period. Such review shall include both a medical review and a review by the Employer and the Union.
 - i) if at the time of the review it is determined the Employee will be capable of returning to his/her position in the near future, the Employee will be granted a further leave of absence, the Employee's position will continue to be filled on a temporary basis and the Employee will be returned to their former position upon return to work;
 - ii) if at the time of the review it is determined the Employee will not be capable of returning to their position in the near future, the Employee's position will be posted and filled permanently.

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

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

29.09 Graduated Return to Work

The Local Union, the Employee and the Employer will meet to discuss the circumstances where the Employees are able to return to work on a graduated return to work program. Such discussions shall include possible modification in the workplace or work process to reduce or eliminate the length of the Employee's absence from their own position. The Employee shall have Local Union representation during this discussion. Should the modification be possible, the Employee shall be expected to return or continue working.

29.10

Employees who Contribute to Public Service Superannuation Plan

For Employees who contribute to the Public Service Superannuation Plan the Employer agrees to honor Section 112(b) of the 1967 Public Service Act:

“An Employee whose sick leave benefits are exhausted may draw on his/her future credits to a maximum of thirty days, providing that he/she has enough equity in superannuation of E.S.A. contributions to cover any overdrawn amounts in the event that he/she separates, dies or retires from the service”.

ARTICLE 30 -WORKERS’ COMPENSATION

30.01

Workers’ Compensation

When an Employee is injured in the performance of his/her duties or incurs an industrial illness during working hours, and the accident or illness is compensable under the provisions of the *Worker’s Compensation Act*, the Employer shall pay to the Employee an amount equivalent to his/her total gross earnings, inclusive of the Worker’s Compensation Board payments, less an amount equal to his/her normal deductions for a period not to exceed one (1) year. In no event shall the amount received by the Employee be less than the amount remitted to the Employer by the Worker’s Compensation Board.

The Worker’s Compensation cheque shall be made payable to the Employer(s) for the first year. For the purpose of determining total gross earnings for Employees, all earnings earned within the 52 week period prior to the absence shall be considered and prorated in accordance with the length of absence.

Pending approval of the claim through the Worker’s Compensation Board, an Employee shall receive advances up to the amount of his/her normal earnings less deductions, provided, however, that the Employer in its discretion may limit such advances to the amount of his/her sick leave benefits as at the commencement of his/her injury or illness. Proof of injury/illness as per WCB requirements will be required prior to advances being made.

The following process will be followed until the claim is adjudicated:

- a) On the date of injury the Employee will be paid sick time for all time lost.
- b) The Employee shall be granted an advance of up to his/her accumulated sick leave credits.

- c) Should the Employee exhaust his/her sick leave credits, the Employee may apply for Employment Insurance Benefits and/or Disability Income Plan Benefits.
- d) Upon the request of the Employee during the waiting period for Employment Insurance, the Employer shall advance the Employee's salary up to the value of the Employee's vacation credits or banked time.

Should the Employee's claim be allowed by Worker's Compensation, DIP payments shall be recovered by the SAHO through the WCB payments to the Employee. Recovery of any Employment Insurance Benefit will be the responsibility of the Employment Insurance Commission.

An Employee receiving benefits under the Worker's Compensation Act shall not accrue vacation credits or statutory holiday pay but for the first year shall accrue sick leave credits and shall be eligible for all normal benefits as per their current employment arrangements.

At the request of the Employee, the Employer shall provide documentation of proof of Worker's Compensation payments made to the Employer on behalf of the Employee during any given year.

ARTICLE 31- PAYMENT OF WAGES

31.01 Salary Scale

- a) The salary scale applicable to Employees shall be as set out hereinafter in Schedule A.
- b) Notwithstanding anything in this agreement to the contrary, any Employee now receiving a higher rate of pay than is called for under the wage scales herein shall not have such higher rate reduced during the term of this Agreement unless negotiated otherwise or she/he is demoted.

31.02 Payment of Wages

Employees shall be paid actual earnings on a bi-weekly basis.

31.03 Deductions

- a) 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.

- b) on each pay day, each Employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.

31.04 **Any Shortages in Pay**

Any shortage in pay resulting from the incorrect payment of wages shall be rectified as soon as possible.

ARTICLE 32 - INCREMENTS

32.01 **Increments**

Employees shall be eligible for increments annually from their date of employment.

ARTICLE 33 - GENERAL

33.01 **Compensation for Post Mortem**

An Employee who assists in the performance of a post mortem, which is not part of such job description, will be paid at the rate of fifty dollars (\$50.00) per post mortem in addition to any pay the Employee would be entitled to under the terms of this Agreement.

33.02 **Indemnity**

The Employer(s) agrees to indemnify and save harmless any Employee covered by this agreement for and against any liability incurred by the Employee by reasons of any actions taken by the Employee in good faith within the scope of his/her employment with the Employer(s).

33.03 **Transportation**

Where an Employee is requested and agrees to use their own vehicle for the Employer's business after normal travel to work and before travelling home from work such Employee will be paid thirty cents (\$.30) per kilometre adjusted according to CPI of Saskatchewan Private Transportation Index with a minimum of \$3.50 per round trip.

Home Care Employees who use their vehicle will be paid thirty (\$0.30) cents per kilometre with a minimum of \$3.50 per day.

Employees will not be requested nor allowed to use their personal vehicle for transportation of goods or personnel where commercial licensing and insurance is required by law.

33.04 Personal Property Loss

An Employee's personal property loss or damage as a result of action by a resident, client or patient while in the course of their employment shall be replaced or repaired at the expense of the employer(s) to a maximum of \$750.00, subject to integration with 100% coverage by Workers' Compensation Board, provided that reasonable proof of the cause of such damage is submitted by the Employee concerned within reasonable time of such loss or damage.

33.05 Uniform Allowance

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

33.06 Union Office

The Employer(s) agrees to provide the Local Union with office space (where possible), the size and location of which shall be discussed between the Local Union and the Employer.

33.07 Bulletin Boards

The Employer(s) shall provide bulletin board(s) which shall be placed so that all Employees will have ready access to them and upon which the Local Union shall have the right to post notices of meetings and such other notices, as may be of interest to the Employees.

33.08 Tools and Equipment Supplied

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

33.09 Escort Duty

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

- a) Shall not lose regular earnings for the time spent in travel resulting from escort. Escort duties being counted as the time elapsed from leaving the facility or agency to return to the facility or agency.

- b) If an Employee should be required to attend the client for a period exceeding the normal hours of work, the overtime provisions of this Agreement shall apply.
- c) An Employee on escort duty shall be allowed reasonable expenses for meals and lodging as required on such an assignment. The Employer(s) shall, upon submission of an expense claim, reimburse the Employee the cost of such meals and lodging.

33.10 **Reimbursements for Expenses**

The employee will be reimbursed for all substantiated expenses (where possible) incurred while performing required duties on behalf of the Employer(s). This includes, but is not limited to, reimbursement for work-related long-distance telephone calls, fax transmissions, postage, stationary and incidental parking. The Employer(s) further agrees to assume the cost of dry cleaning of personal apparel for unforeseen work related occurrences.

33.11 **Camp Differential**

A differential of \$80.00 per day shall be paid to Employees who are either:

- a) Assigned to camp duty, if on a twenty-four (24) hour basis; or
- b) Assigned to accompany patients on a recreational outing, if on a twenty-four hour basis.

It is agreed that camp workers will be classed as field Employees for the purposes of the Labour Standards Act.

33.12 **Rotation Through Work Areas**

Where mutually agreed between the Employer and the Local Union, staff may rotate within the same classification through all areas within the facility/agency/service and cannot be unreasonably withheld.

33.13 **Responsibility Pay**

Where an Employee is working at a facility/agency where a Supervisor is not on duty in the department/facility/agency or where an Employee is assigned supervisory responsibilities by the Employer, they will be paid an additional premium of seventy-five (\$0.75) cents per hour.

If the Employee is not assigned by the Employer, he/she shall not perform such duties.

This provision shall not preclude the application of Article 20.05 - Temporary Performance of Higher Duties.

33.14 **Employer Error**

Where the Employer directs the Employee to take time off in error, the Employer shall not penalize the Employee by deducting pay or vacation. When the Employee could have foreseen the Employer error, the onus will be on the Employee to notify the Employer of such error prior to taking the time off.

33.15 **Actions of Patients/Clients/Residents**

When Employees are required to use patient/client/resident help in the course of their duties, such Employees shall not be held responsible for acts committed by such patients/clients/residents.

ARTICLE 34 - RETIREMENT

34.01 **Retirement Date**

The mandatory retirement date for all Employees shall be the first day of the month coincident with, or immediately following their attainment of age sixty-five (65). By mutual agreement with the Parties and the Employee the retirement date of an Employee may be extended up to three (3) calendar months.

ARTICLE 35 - NORTHERN ALLOWANCE

35.01 **Uranium City**

Effective January 1, 1998

Employees stationed at Uranium City and living in accommodation provided by the hospital shall be paid an allowance of \$256.52 per month over and above their basic rates of pay.

Employees stationed at Uranium City and living in accommodations other than that provided by the Hospital shall be paid an allowance of \$400.00 per month over and above their basic rate of pay.

35.02 **Ile-a-la-Crosse**

Effective January 1, 1998

Employees stationed at Ile-a-la-Crosse shall be paid an allowance of \$200.00 per month over and above their basic rate of pay.



35.03 La Ronge

Effective January 1,1998

Employees stationed at La Ronge shall be paid an allowance of \$75.00 per month over and above their basic rate of pay.

35.04 La Loche

Effective January 1, 1998

Employees stationed at.La Loche shall be paid an allowance of \$211.75 per month over and above their basic rate of pay.

35.05 Increase in Northern Allowance

	<u>July 1, 1998</u>	<u>October 1, 1998</u>	<u>October 1, 1999</u>
Uranium City	\$2621408	\$2671416	\$272/424
Ile-a-la-Crosse	\$204	\$208	\$212
LaRonge	\$76.50	\$78	\$80
La Loche	\$216	\$220	\$225

In addition to the above allowances, Employee(s) shall receive any increase in the monthly Northern Allowance in accordance with the SGEU and PSC rates or SUN and SAHO rates.

ARTICLE 36 - NEW PROVISIONS

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

ARTICLE 37 - TERM OF AGREEMENT

This Agreement, unless changed by mutual consent of the Union and the Employer hereto, shall be in force and effect from and after April 1, 1998 up to and including March 31, 2001 and from year to year thereafter unless notification of desire to amend be given in writing.

PRO FORMA - ASSIGNMENT OF RELIEF WORK

In a Department/Facility/Agency

Name: _____

Home Department: _____

1. Are you available for relief work in your department or functional area?
Yes [] **NO** []

2. Are you available for relief work on short notice?
Yes [] **No** []

Identify Notice Required _____ (minutes or hours)

3. Indicate what you are available for with respect to the following:

- Maximum length of shift _____
- Minimum length of shift _____
- Number of days in a row _____
- Weekends _____
- Days Evenings • Nights

4. Are you working part-time or relief shifts in another department/facility/agency?
Yes [] **No** []

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

Employee Signature: _____

Date: _____

c.c. Personnel Record
Immediate Supervisor

**CUPE-SAHO PRO FORMA LETTER OF UNDERSTANDING
ON EXTENDED SHIFT**

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

And

Canadian Union of Public Employees, Local .____

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

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

1. The Extended Shift Schedule is designed to provide Employees working such schedule with less days to work in a four (4) week period, to provide the Employee with no less than two consecutive days off, and to provide Employees with every second (2nd) weekend off with no increased cost to the Employer.
2. Should there not be agreement to extend the Extended Shift Schedule Employees shall revert to coverage under Article 25 - Hours of Work.
3. Each four week period shall not exceed one hundred and forty-nine point three, three (149.33) hours of work. It is understood that wherever eleven point seven eight (11.78) hours is indicated its equivalent eleven (11) hours and forty-seven (47) minutes may be used. The four (4) week period shall consist of twelve (12) extended shifts and one (1) eight (8) hour shift.
4. Overtime shall be paid for all time worked in excess of eleven point seven eight (11.78) hours or eight (8) hours whichever is being worked at the rate of time and one-half (1 1/2) for the first four (4) hours and double time (2x) thereafter.
5.
 - a) Each extended shift of eleven point seven eight (11.78) hours shall be inclusive of three (3) fifteen (15) minute rest periods.
 - b) Each extended shift of eleven point seven eight (11.78) hours shall be exclusive of one (1) forty-five (45) minute meal break.

c) Each shift of eight (8) hours shall be inclusive of two (2) fifteen (15) minute rest periods and exclusive of one (1) thirty (30) minute meal break.

6. A weekend shall be defined as the consecutive hours between 0001 hours Saturday and 0700 hours Monday, unless the Employee's schedule required her to work an extended shift on Friday which continues into Saturday in which case this Employee's weekend shall be defined as 0800 hours Saturday to 1900 hours Monday.

7. No more than four (4) consecutive extended eleven point seven eight (11.78) hour shifts shall be scheduled at any time. Deviation from this shall only be by mutual agreement between the Employer and the Employee.

8. Annual Vacations

The period of annual vacation shall correspond to the Employee's regular rotation.

9. Statutory Holidays

Statutory Holidays falling on an Employee's day off shall entitle the Employee to an eight (8) hour day off with pay.

Statutory Holidays off or days in lieu of Statutory Holidays shall be scheduled for an eight (8) hour shift.

All hours worked on a Statutory Holiday by an Employee on the extended shift schedule shall be paid at the rate of time and one-half (1 1/2) times. A day off in lieu of work on a Statutory Holiday shall be an eight (8) hour day.

10. Sick Leave

For the purpose of Extended Shifts, one (1) day of sick leave, accumulated or taken, shall be considered on the actual hours of shift schedule.

11. Shift Premium

Shift premium as per Article 25.17 of the Collective Agreement will be paid for extended shift hours worked between 1500 hours and 0800 hours.

CUPE MONETARY ISSUES

1. **Effective January 1,1998**
 - a) Implementation of northern allowance for CUPE Employees in Uranium City, Ile-a-la-Crosse, La Ronge, and La Loche consistent with provisions currently contained within the SAHO/SUN and PSC/SGEU collective agreements.
 - b) 2% general wage increase to all classifications and rates of pay.
2. **Effective April 1,1999**
 - a) 2% general wage increase to all classifications and rates.
 - b) Standardized hours of work for all CUPE Employees at 1948.8 hours annually without loss of pay. Implementation of 1872 and 1948.8 as per Letter of Understanding to be implemented by September 1, 1999.
 - c) To address parity issues the following interim wage adjustments will be applied:
 - i) Licensed Practical Nurses in Home Care currently below acute care pay grade 9 move to acute care pay grade 9, step 1 and progress to the maximum of the range in accordance with increment provisions.
 - ii) Long Term Licensed Practical Nurses move to pay grade 9 in their current increment step.
 - iii) Certified Home Health Aides move to pay grade 6, step 1 and progress to the maximum of the range according to increment provisions.
 - iv) Special Care Aides move to pay grade 6.
 - v) Mental Health Aides move to pay grade 6.
 - d) Transportation allowance shall be \$0.30 per kilometre with a minimum of \$3.50 per round trip and \$0.30 per kilometre with a minimum of \$3.50 per day for Home Care Employees.
 - e) Provide for standardization of weekend premium at \$.30 per hour.
 - f) Provide for standardization of standby for all Employees at \$0.73 per hour on a regular working day and \$1.03 per hour on days off and designated holidays.

3. **Effective May 30,1999**

Provide for standardization of benefits for all employees, including those previously non-represented, under SAHO Disability, Dental, Pension and Group Life.

4. **Effective July 1,1999**

A special adjustment to increase standby rates to \$1.03 per hour on a regular working day and \$1.33 per hour on days off and designated holidays.

5. **Effective April 1,2000**

- a) A 2% general wage increase to all classifications and rates of pay.
- b) Further interim wage adjustment to address parity issues will be applied as follows:
 - i) Licensed Practical Nurses progress in keeping with 2 c) i)
 - ii) Certified Home Health Aides progress in keeping with 2 c) iii)
- c) Implementation of vacation accrual rates in accordance with Article 27 - Vacations.
- d) A \$0.25 per hour market supplement added to the top step of the pay grade for the following classifications: LPN's, ORT's, Acute Care Orderlies; CCT's and the following technologies within pay grades 14-22 in Schedule "A" of the SAHO/CUPE Long term/Acute Care agreement; Laboratory, X-ray, EEG/ECG, Ultrasound, Cardiology, Nuclear Medicine and Diagnostic Medical Sonographer.
- e) Implementation of Extended Health Plan and Enhanced Dental Plan premiums capped at a maximum of 2.1% of straight time payroll per year.

6. **Effective March 31, 2001:**

- a) As a final step, within this collective agreement, interim wage adjustments to address parity issues will be applied as follows:
 - i) Licensed Practical Nurses progress in keeping with 2 c) i)
 - ii) Certified Home Health Aides progress in keeping with 2 c) iii)
- b) Drop the first increment and add a new increment to pay grade one and two. Employees at step one moves to the new step one. The new increment date for those currently at step one or step three will be March 31, 2001. All Employees will progress in accordance with increment provisions.

7. In addition to the foregoing, funding for development costs of a new job

evaluation plan based on equal pay for work of equal value/pay equity principles has been secured effective April 1,1999. This funding will be accessed through the signing of the Letter of Understanding by CUPE regarding Joint Job Evaluation.

LETTER OF UNDERSTANDING
BETWEEN
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Benefits

It is agreed between the parties to the Collective Agreement that the following benefits shall be provided:

Wage Loss Replacement Plan

a) Joint Funding

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

b) Installation and Pay Out of Unused Sick Credits

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

c) Administration

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

d) Terms of the Plan

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

e) Sick Leave Credits Continue

Employees shall continue to accumulate sick leave credits in accordance with existing sick leave plans. A "Day Bank" shall be installed whereby sick leave credits will continue to accrue and are used when Employees are

sick for the first one hundred and nineteen (119) consecutive calendar *days* of any illness. Any balance remains to the Employee's credit until the Employee returns to regular work.

f) Bridge Benefit

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

g) Long Term Disability Benefits

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

1. Definition of Disability

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

2. Benefit Reduced by CPP or WCB

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

3. Recurring Disability

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

4. Claims Continue to be Payable

Any claim which is admitted for a period of disability which commences while the Employee is protected by this plan will continue to be payable in the terms of the plan, regardless of the

fact that the plan may have subsequently been discontinued or succeeded by a new program.

5. Pre-Existing Medical Condition

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

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

6. Medical Questionnaire

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

7. Disabilities Excluded

No payment will be made for claims resulting from a disability.

- i) For which the member is not under continuing medical supervision and treatment considered satisfactory by the Board;
- ii) Caused by intentional self-inflicted injuries or self-induced illness while sane or self-inflicted injuries while insane;
- iii) From bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country or participation in a riot;
- iv) Which occurred during the commission or the attempt to commit an indictable offence under the criminal code for which the person is convicted or incarcerated;
- v) Experienced during the first year of membership which resulted from injury or illness related to any injury or illness for which medical attention was received during the six (6) months prior to the Employee becoming a member of the Plan. This limitation will only apply to Employees hired

after June 30,1978 and is applicable to Long Term Disability benefits only;

- vi) Which occurred during the period of cessation of work due to a strike, except that the benefit may be claimed to commence immediately following the end of the strike if the claimant is still qualified in accordance with all of the other terms of the Plan;
- vii) If the claimant has established permanent residence outside of Canada.

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

8. Recommencement of Waiting Period

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

9. Joint Committee

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

10. Employee Benefit Statement

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

Such statement shall outline:

- a) Premiums paid by Employee members.
- b) Member's sick leave credits.

C) Coverage under Group Insurance, Disability Income Plan and Pension.

11. Interest on Late Premiums

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

12. Pension Credits on D.I.P.

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

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

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

14. New Entries to Disability Income Plan

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

Dental Plan

Provision of Dental Plan

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

Group Life Insurance

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

Pension Plan

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

The parties hereto have affixed their signature this 6th day of May, A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

Teri Hodges
Scott
Rodriguez

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

Stephen Foley
Laura McLeod
John White
W. Edlin

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Payroll Deduction of Professional Fees

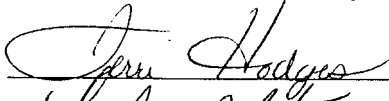
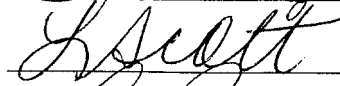
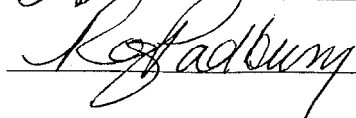
The parties agree that the Employer(s) and the Local Union will meet to discuss the implementation of payroll deductions as an option for payment of professional fees required as a condition of employment.

The following conditions will apply:


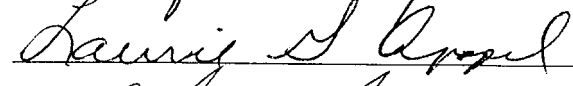
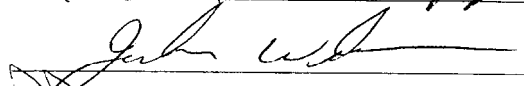
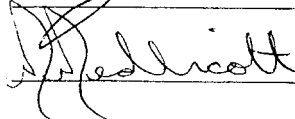
1. All Employees interested in payment of professional fees through payroll deduction will complete a "Payroll Deduction Authorization" form authorizing the Employer to deduct the appropriate amount of money to cover the professional fees for the applicable year.
2. The Employer will collect, remit and forward the dues, along with any information required by the licensing body. Any shortages and/or overages will be dealt with as per existing policies and procedures (where applicable).
3. The Employee recognizes that professional registration is the primary responsibility of the individual.

The parties hereto have affixed their signatures this 6th day of May A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN' UNION OF PUBLIC EMPLOYEES

Re: Existing Letters of Understanding and Issues Identified by CUPE on January 21, 1999 - Present Conditions and Benefits (identified by CUPE January 21,1999)

The parties agree that, as at the date of signing this Collective Agreement, SAHO and CUPE will undertake a comprehensive review of all existing letters of understanding plus Articles listed below for the purpose of identifying any outstanding issues and addressing them as required.

SGEU:

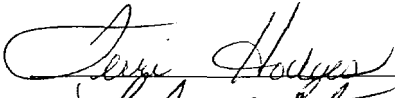
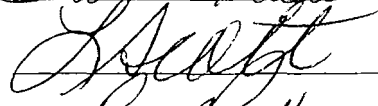

- Article 47.12 - Flexible Start and Stop Times
- Article 58 - Video Display Terminals
- Article 73 - Accommodation and Meals
- Article 9 1.2 - Dental Plan Enhancement
- Article 91.3 - Extended Health Care Benefits
- Article 91.4 - Benefit Plans' Surplus Fund

CUPE 600 PSC Agreement

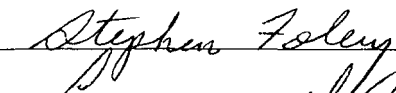
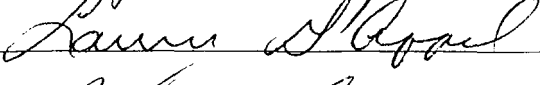
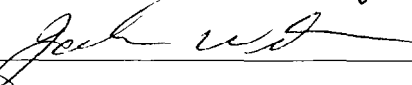
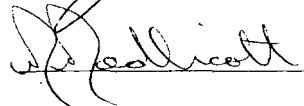
- Article 22 - Military Service (Active)
- Article 24 - Tuberculosis Compensation
- Article 17.17 - Dental Plan for Certain Public Employees -
Province of Saskatchewan
- Article 17.19 - Extended Health Care Benefits

The parties hereto have affixed their signature this 6th day of May, A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

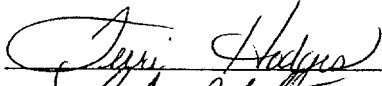
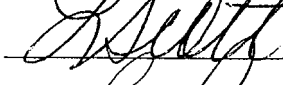

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Grandfathering of Vacation Accruals



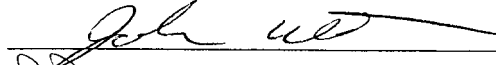

All Employees employed as at the date of signing of this Collective Agreement will maintain their current vacation accrual rate. Effective April 1,2000 vacation accrual rates will be in accordance with the terms of Article 27.02 - Time Off and Pay for Annual Vacations.

The parties hereto have affixed their signature this 6th day of May, A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: 1872 Hours of Work

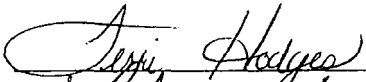
Employees on staff as at date of signing who work 1872 hours per year shall maintain those hours. Those Employees working in offices where 1872 hours apply shall also have their hours adjusted to 1872 hours per year.


All other than full time employees working 1872 hours shall be paid bi-weekly on all straight time pay, a premium of 4.7% in lieu of designated holiday pay.


Implementation of 1872 hours must be completed by September 1, 1999.

The parties hereto have affixed their signature this 6th day of May, A.D., 1999.

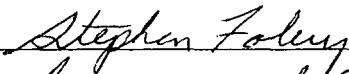
SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

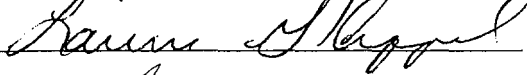


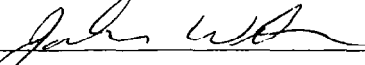





SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES









LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

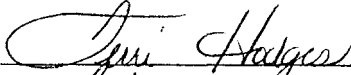
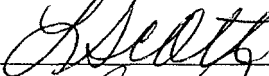
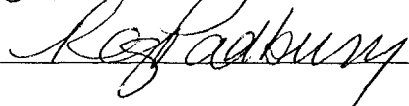
Re: Uncertified Aides/Attendants in Long Term Care and Home Care

Nurse Aides employed, effective the date of signing of this Collective Agreement, who are not graduates of the Kelsey Special Care Aide/Home Health Aide Program or equivalent shall be red circled at their current rate until such time they become qualified as a Special Care Aide/Home Health Aide or equivalent, retire or terminate.

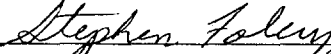
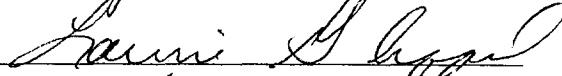
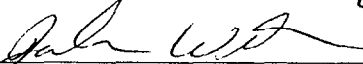
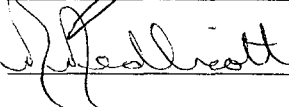
Should it become necessary to hire into the Special Care Aide/ Certified Home Health Aide classification, and no qualified candidates are available, preference shall be given to other bargaining unit members. All Employees shall be required to become qualified within two (2) years at his/her own expense.

The parties hereto have affixed their signature this 6th day of May, A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Ambulance Employees

SAHO/CUPE will undertake a comprehensive study of all existing conditions within the ambulance industry in the SAHO/CUPE jurisdiction with the intent of identifying any outstanding issues and rolling them into the collective agreement.

The parties hereto have affixed their signature this 6th day of May, A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN HEALTH
ORGANIZATIONS

Jayni Hodges

Scott

Reedbury

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

Stephen Foley

Laurie Stapp

John W.D.

Medworth

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Home Care Employees

The Employer(s) and the Local Union shall establish a number of full time and part time Home Health Aide and LPN positions needed in each geographic area by September 1, 1999.

Current Home Care Employees shall be offered the established positions in order of seniority. Those who choose not to accept a position shall be designated as relief Employees or receive lay off as per Article 22.

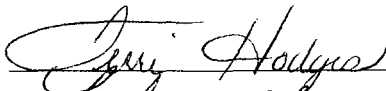


A pool of part time floating Home Health Aide positions will be established by agreement between the Employer(s) and the Local Union to work in either Home Care or a facility setting. These floating positions will be posted in accordance with Article 20.01. These Employees may be assigned alternate duties in any of the facilities/agencies in their geographic area in the case of a shortage of work.

If the shortage lasts longer than the posted and confirmed schedule as per Article 25.14 - Posting Work Schedules, then Article 22 - Layoff shall apply.

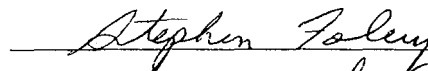
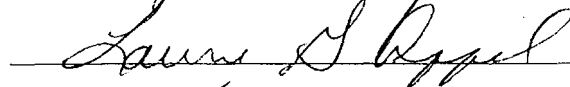
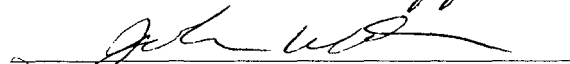
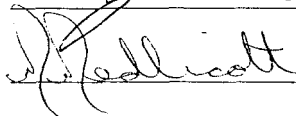
All Home Care Employees, upon agreement between the Local Union and the Employer(s) may be governed by Article 25.02 e) Flexible Working Hours.

The parties hereto have affixed their signature this 6th day of May, A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Vacation Pay on Termination or Retirement

The parties agree that employees on staff as at date of signing formerly covered by the SGEU/PSC, CUPE Local 600/PSC, CUPE Local 600-O & 600-6/SAHO and SGEU Wascana Rehabilitation Centre/SAHO shall be entitled to vacation on termination or retirement in accordance with Article 100 Vacation Entitlement in the Year of Retirement,, Article 16.09d) Separation Allowance, Article 18.12 Vacation on Superannuation or 35 Year Service or Article 18.10 d) Separation Allowance respectively. The following are the provisions of the respective Collective Agreements:

a) 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, 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.

b) 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.

c) CUPE Local 600-01 & 6/SAHO


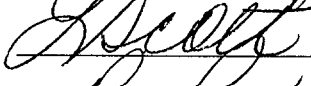
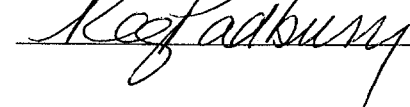
Notwithstanding anything contained in the foregoing clauses, employees who are superannuated or retired before December 31,2006, on account of ill health or at the age of sixty (60) or more years, or after thirty-five (35) years' continuous service, shall be entitled in the vacation year of retirement 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.

d) SGEU/Wascana/SAHO


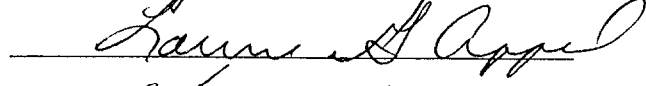


An employee leaving the facility on or after superannuation age or at any time following completion of thirty-five (35) years of service, shall be entitled in the fiscal year of retirement to vacation leave subject to Article 18.01 or pay in lieu thereof, in addition to vacation earned and not used in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

The parties hereto have affixed their signature this 6th day of May, A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Disability Income Plan Rehabilitation Fund

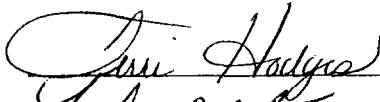
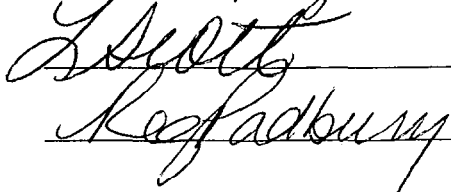
The established rehabilitation fund shall be utilized for investment purposes only.

Interest earned, less appropriate administrative charges, shall be available as supplementary funds for rehabilitation projects for CUPE members.

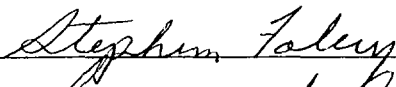
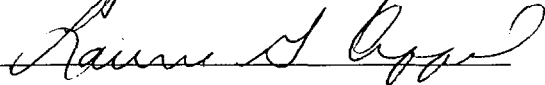
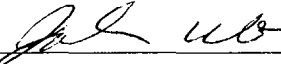
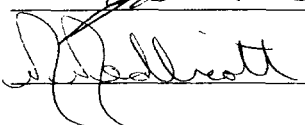
- Recommendation for expenditures shall be made by the Director of Employee benefits to the Joint Administrative Committee. The Committee will receive copies of all requests for assistance;
- Any unspent interest will revert to the capital of the fund.

The parties hereto have affixed their signature this 6th day of May, A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Pension Plans

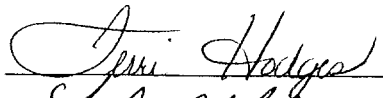
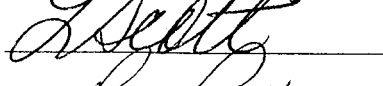

Current plans include:
City of Regina Pension Plan
SAHO Retirement Plan
Public Service Superannuation Plan
Public Employees Superannuation Plan
Regina Lutheran Home Pension Plan

Employees currently participating in one of the aforementioned plans shall continue to do so.

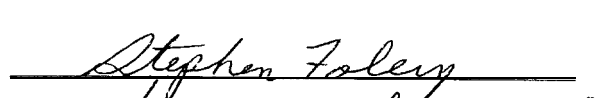
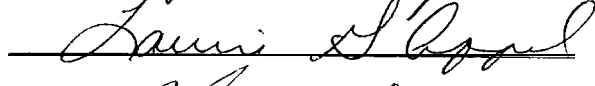
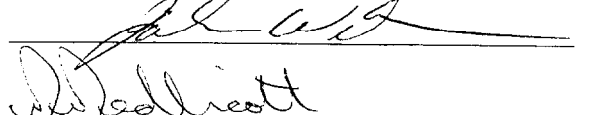

All new Employees hired on or after May 30, 1999 shall be enrolled in the SAHO Retirement Plan, with the exception of Employees hired at the Regina General Hospital. During the life of this agreement the parties agree to examine and clarify the effects of new Employees at the Regina General Hospital participating in the SAHO Retirement Plan.

The parties hereto have affixed their signature this 6th day of May, A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Group Life Insurance Plan

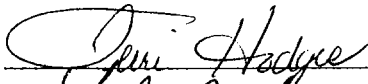
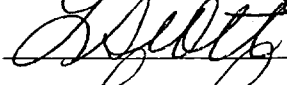

Current plans include:
SAHO Group Life Insurance
PEBA Group Life Insurance

Employees currently participating in one of the aforementioned plans shall continue to do so.

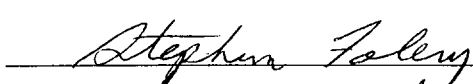
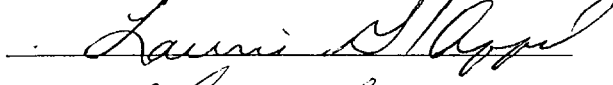
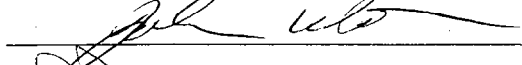
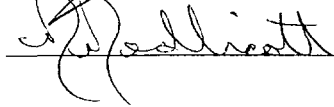
All new Employees hired on or after May 30, 1999 will be enrolled in the SAHO Group Life Insurance Plan.

The parties hereto have affixed their signature this 6th day of May, A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Disability Income Plan

Current plans include:
PEBA Disability Income Plan
City of Regina Disability Income Plan
SAHO/SEIU Disability Income Plan
SAHO/CUPE Disability Income Plan
SAHO/General Disability Income Plan

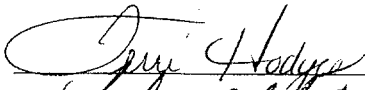
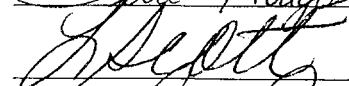

Effective May 30, 1999 all Employees not in receipt of disability benefits from their existing plan shall be transferred to the CUPE/SAHO Disability Income Plan, contingent upon clarification and agreement on the following:

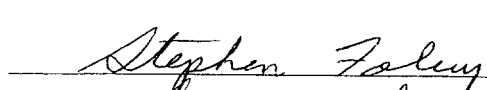
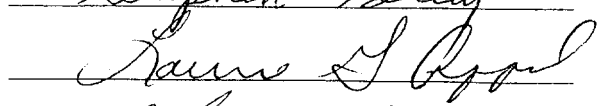
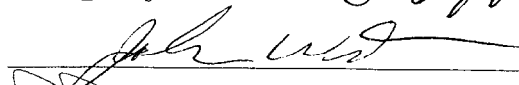
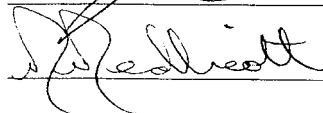
- a) Contributions to the Public Service Superannuation Plan and/or the Public Employees Superannuation Plan when in receipt of CUPE/SAHO Disability Plan benefits;
- b) Eligibility requirements regarding the pre-existing medical clause;
- c) General eligibility requirements;
- d) Former Disability Income Plan responsibilities;
- e) Newly hired Employees,

The parties hereto have affixed their signature this 6th day of May, A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

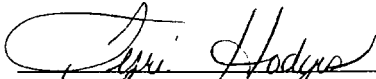
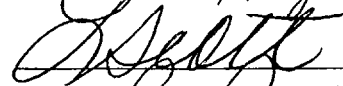
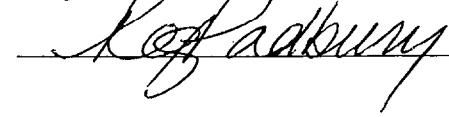
THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Accumulation of Benefits

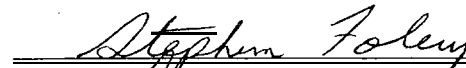
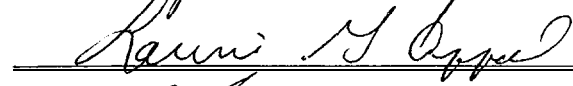

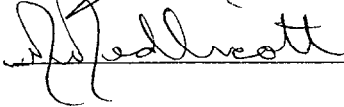
Effective July 1, 1-999 Employees covered by this collective agreement, who work in more than one (1) location within the geographical health district, shall have their eligibility for benefit programs (Pension, Disability Income Dental (core), Group Life Insurance, Extended Health and Enhanced Dental) determined based on total hours worked with the geographical health district.

The parties hereto have affixed their signature this 6th day of May, A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Retroactivity

Increases being added to the pay scale shall be paid retroactively to the expiry date of the various collective agreements.

Retroactivity shall be as follows:

October 1, 1997: CUPE Locals 600-01 and 600-6
 CUPE Local 600/PSC
 SGEU/PSGE

January 1, 1998: CUPE Acute and Long Term Care
 SEIU Acute and Long Term Care
 SGEU Facilities

The parties hereto have affixed their signatures this 6th day of May, A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

Teri Hodges
B. Sedley
K. Padbury

Stephen Foley
Laurie S. Appel
J. W. ...
D. ...

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Extended Health Plan and Enhanced Dental Plan

The parties agree, that effective April 1, 2000, an Extended Health Plan and Enhanced Dental Plan will be provided, at a capped maximum of two and one tenth percent (2.1%) of straight time payroll per year..

The parties hereto have affixed their signatures this 6th day of May, A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

Jeri Hodges
Scott
Kesadkumy

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

Stephen Foley
Ramona S. Popel
John W.
D. Medlicott

LETTER OF UNDERSTANDING
BETWEEN
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
Re: Payment of Professional Fees

The parties agree that employees on staff as at the date of signing, formerly covered by any agreement where the payment of professional fees was provided, shall continue to be covered by those provisions.

The parties hereto have affixed their signatures this 6th day of May, A.D., 1999.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

Jenni Hodges
Scott
Keef adburny

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

Stephen Foley
Ravini S. Poon
John W. W.
Medlicott

APPENDIX 1

List of Employers/Services

Assiniboine Valley District Health (Local 5949)

- ◆ Kamsack & District Nursing Home
- ◆ District Board Office & Administration
- ◆ Gateway Lodge (Canora, Norquay, Invermay)
- ◆ Canora Union Hospital
- ◆ Preeceville Hospital
- ◆ Karnsack Hospital
- ◆ Invermay Hospital
- ◆ Norquay Health Centre
- ◆ Preeceville Lions Housing
- ◆ Community Services 1
- ◆ Community Services 2

Battlefords District Health (Local 3969)

- ◆ Lady Minto Health Care Centre
- ◆ District Board Office & Administration
- ◆ Battlefords Union Hospital
- ◆ Battlefords River Heights Lodge
- ◆ Battlefords District Care Centre
- ◆ Saskatchewan Hospital
- ◆ Battlefords Mental Health Centre
- ◆ Community Health
- ◆ Battlefords District Home Care

Affiliated Facility:

- . Villa Pascal (North Battleford)

Central Plains District Health (Local 3970)

- + Leroy Community Health & Social Centre
- + District Health Board Office & Administration
- + Quill Lake Community Health & Social Centre
- + Spalding Community Health Centre
- + Cudworth Area Municipal Road Ambulance
- + Leroy Ambulance Service
- + Cudworth Nursing Home Health Centre
- + Wadena Hospital/Pleasant View Care Home

- + Quill Plains Centennial Lodge/Watson Community Health Centre
- + Community Health Services
- + Home Care Services

Affiliated Facilities:

- + St. Mary's Villa (Humboldt)
- + Bethany Pioneer Village Inc. (Middle Lake)
- + St. Elizabeth's Hospital (Humboldt)

East Central District Health

(Local 3991)

- + Foam Lake Health Centre
- + District Administration Offices
- + Theodore Health Centre
- + Langenburg Health Centre/Centennial Special Care Home
- + Langenburg/Churchbridge Ambulance Service
- + Yorkton Regional Health Centre
- + East Central Regional Hospital Laundry Services
- + Foam Lake Jubilee Home
- + Anderson Lodge
- + Lakeside Manor Care Home Inc.
- + Community Health/Public Health
- + East Central Home Care (Langenburg, Yorkton, Foam Lake, Theodore)
- + Yorkton Mental Health Centre
- + Yorkton & District Nursing Home

Gabriel Springs District Health

(Local 2630)

- + Rosthern Hospital
- + District Board Office and Administration
- + Wakaw Hospital
- + Community Health
- + Gabriel Springs Home Care

Affiliated Facility:

- + Lakeview Pioneer Lodge (Wakaw)
- + Duck Lake & District Nursing Home

Lloydminster District Health

(Local 3971)

- + Lloydminster Hospital
- + District Board Office & Administration
- + Lloydminster & District Senior Citizens Lodge "Jubilee" Home

- ◆ Lloydminster District Health Home Care
- ◆ Community Health
- ◆ Mental Health

North Valley District Health

(Local 5000)

- ◆ Ituna & District Health Centre
- ◆ District Board Office & Administration
- ◆ Centennial Special Care Home (Esterhazy)
- ◆ Ituna & District Pioneer Lodge
- ◆ Neudorf Health & Social Centre
- ◆ Ituna & District Road Ambulance Association
- ◆ North Valley Community Health
- ◆ North Valley Home Care

Affiliated Facilities:

- ◆ St. Anthony's Hospital (Esterhazy)
- ◆ St. Peter's Hospital (Melville)
- ◆ St. Paul's Lutheran Home (Melville)

Northwest District Health

(Local 2629)

- ◆ L. Gervais Memorial Health Centre (Goodsoil)
- ◆ District Board Office & Administration
- ◆ Loon Lake Hospital & Special Care Home
- ◆ Meadow Lake Union Hospital
- ◆ Northland Pioneers Lodge Inc.
- ◆ Meadow Lake & District Ambulance
- ◆ Northwest Home Care
- ◆ Community Health/Mental Health
- ◆ Robert Simard Centre (Northlands Alcohol & Drug)

Parkland District Health

(Local 3973)

- ◆ Big River Hospital
- ◆ District Board Office & Administration
- ◆ Hafford Hospital & Special Care Centre
- ◆ Evergreen Health Centre (Leoville)
- ◆ Spiritwood Hospital
- ◆ Lake- Wood Lodge (Big River)
- ◆ Idylwild Lodge (Spiritwood)
- ◆ Shellbrook & District Hospital
- ◆ Whispering Pine Place Inc. (Canwood)

- ◆ **Wheatland** Lodge Inc. (Leask)
- ◆ Parkland Terrace (S hellbrook)
- ◆ Community Health Services
- ◆ Parkland Home Care (Hafford, Shellbrook, Spiritwood)
- ◆ Public Health

Pasquia District Health

(Local 3974)

- ◆ Hudson Bay Health Care Facility
- ◆ Kelvington Hospital
- ◆ Porcupine Carragana Hospital
- ◆ Rose Valley Health Centre
- ◆ Tisdale Hospital
- ◆ Kelvindell Lodge Company
- ◆ Red Deer Nursing Home (Porcupine Plain)
- ◆ Hudson Bay Area Municipal Road Ambulance
- ◆ Porcupine Ambulance Service
- ◆ Tisdale & District Housing Company Ltd.
- ◆ Community Health Services
- ◆ Pasquia Home Care

Prairie West District Health

(Local 3857)

- ◆ Eatonia Health Centre
- ◆ District Board Office & Administration
- ◆ Kerrobert Hospital
- ◆ Buena Vista Lodge (Kerrobert)
- ◆ Kindersley Hospital
- ◆ Jubilee Lodge & Eston Health Centre & Ambulance
- ◆ Dodsland Plenty Area Municipal Ambulance
- ◆ Luseland Ambulance
- ◆ Kerrobert & District Road Ambulance Association
- ◆ Kindersley & Area Municipal Road Ambulance
- ◆ Eatonia Community Health Centre
- ◆ Prairie West Home Care
- ◆ Community Based Services

Affiliated Facility:

- + Heritage Manor (Kindersley)

Prince Albert District Health

(Local 3833)

- + District Board Office & Administration
- + Herb Bassett Home, Prince Albert
- + Jubilee Lodge, Prince Albert
- + Kinistino Hospital
- + Victoria Hospital
- + Community Health (Public & Mental)
- + Prince Albert Pineland District Home Care
- + Mental Health Inpatient
- + Pineview Terrace Lodge

Affiliated Facility:

- + Mont St. Joseph Home Inc., Prince Albert

Regina District Health

(Local 3967)

- + Public Health Services
- + District Board Office & Administration
- + Cupar Health Centre
- + Long Lake Valley Integrated Facility
- + Pasqua Hospital
- + Regina General Hospital
- + Wascana Rehabilitation Centre
- + Alcohol & Drug Services
- + Home Care
- + Regina District EMS
- + Mental Health Services

Affiliated Facilities:

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

South Central District Health

(Local 4110)

- + Pangman Health Centre
- + District Board Office
- + Weyburn General Hospital
- + Weyburn & District Special Care Home
- + Bengough Health Centre
- + Coronach Health Centre

- + Bengough Road Ambulance
- + Coronach Road Ambulance
- + Pangman Road Ambulance
- + Weyburn Road Ambulance
- + Souris Valley Extended Care Centre
- + Community Health
- + South Central Home Care
- + Mental Health

Affiliated Facility:

- ◆ Radville Marian Health Centre

South Country District Health

(Local 1481)

- ◆ District Office
- ◆ Kincaid Health Centre
- ◆ Assiniboia Union Hospital
- ◆ Lafleche & District Health Centre
- ◆ Mossbank Health Centre
- ◆ Grasslands Health Centre (Rockglen)
- ◆ Willow Bunch Health Centre
- ◆ Pioneer Lodge
- ◆ Community Health
- ◆ South Country Home Care
- ◆ Ross Payant Nursing Home

Affiliated Facility:

- + St. Joseph's Hospital/Foyer d'Youville (Gravelbourg)

South East District Health

(Local SO)

- ◆ South East District Health Board
- ◆ Gainsborough & Area Health Centre
- ◆ District Board Office & Administration
- ◆ Lampman Community Health Centre
- ◆ Galloway Health Centre (Oxbow)
- ◆ Estevan Regional Nursing Home
- ◆ Fillmore Union Health Centre
- ◆ Lampman & District Road Ambulance
- ◆ Oxbow Area Municipal Road Ambulance
- ◆ Stoughton & District Road Ambulance
- ◆ Mainprize Manor & Health Centre (Midale)
- ◆ Community Health

- + South East Home Care
- + Mental Health

Affiliated Facilities:

- ◆ St. Joseph's Hospital of Estevan

Touchwood Qu'Appelle District Health

(Local 2400)

- ◆ Balcarres Integrated Care Centre
- ◆ St. Joseph's Integrated Care Centre (Lestock)
- ◆ Parkland Lodge (Balcarres)
- ◆ Silver Heights Special Care Home (Raymore)
- ◆ Echo Lodge (Fort Qu'Appelle)
- ◆ Community Health Services
- ◆ Touchwood Qu' Appelle Home Care

Twin Rivers District Health

(Local 1549)

- ◆ Cut Knife Health Complex
- ◆ District Board Office & Administration
- ◆ Maidstone Hospital
- ◆ Manitou Health Centre
- ◆ Paradise Hill Hospital
- ◆ St. Walburg Health Centre
- ◆ Riverside Memorial Hospital/Turtle River Nursing Home
- ◆ Pine Island Lodge Ltd. (Maidstone)
- ◆ Lakeland Lodge Inc. (St. Walburg)
- ◆ Cutknife & Area Municipal Road Ambulance
- ◆ Maidstone Union Hospital Ambulance
- ◆ Neilburg Ambulance
- ◆ Cutknife & District Special Care Home
- ◆ Twin Rivers Home Care

Northern Health

- | | |
|--|--------------|
| ◆ St. Joseph's Hospital, Ile a La Crosse | Local 1561-1 |
| ◆ St. Martin's Hospital, La Loche | Local 2726 |
| ◆ La Ronge Health Centre, La Ronge | Local 1786 |
| ◆ Uranium City Municipal Hospital Uranium City | Local 1561 |

APPENDIX 11

List of Mediators

Walter Matkowski
Matkowski Law Office
215 - 728 Spadina Crescent E
Saskatoon, Sask. S7K 4H7
Phone: 653-2599
Fax: 653-2523

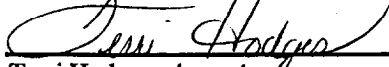
Francine Chad Smith
3262 Westminster Road
Regina, Sask. S4V OS2
Phone: 789-3342
Fax: c/o McDougall, Ready 359-0785
Email: chadsmith@sk.sympatico.ca


Beth Bilson
College of Law
University of Saskatchewan
Saskatoon, Sask. S7N OWO
Phone: 966-5895
Fax: 966-5900


Robert Pelton
Pederson, Norman, McLeod & Todd
500 Bank of Canada Building (2220 - 12th Avenue)
P.O. Box 1037
Regina, Sask. S4P 3B2
Phone: 565-4 100
Fax: 757-4858

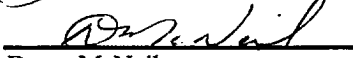
IN WITNESS WHEREOF, the parties signatory hereto have caused these present to be executed on the 6th day of May, A.D., 1999.

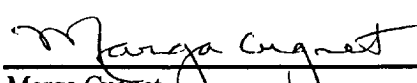
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS, PROVINCIAL
BARGAINING COMMITTEE



Terri Hodges


Al Hoffman

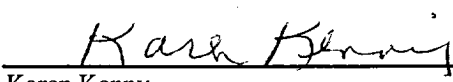

Jan Besse


Dawn McNeil


Marga Cugnet


Brenda Rebman


Patrick Dumelie

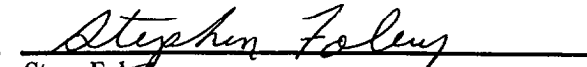

Karen Kenny


Grace Olenick

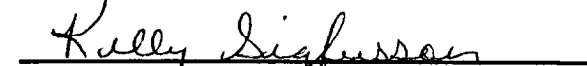

Reg Padbury


Laura Scott

CANADIAN UNION OF PUBLIC EMPLOYEES,
HEALTH CARE COUNCIL BARGAINING
COMMITTEE



Steve Foley


Gordon Campbell

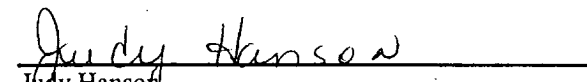

Kelly Sigfusson


Laurie Appel


Pearl Blommaert

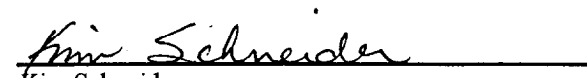

Janet Christopherson


Barry McGonigle



Judy Hanson

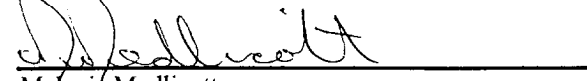

Debra Blenkinsop


Bill Stevens



Kim Schneider


Gloria Struck


Andrew Huculak


Melanie Medlicott


Bryan Brötzel


John Welden

SCHEDULE "A"