

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

AND

**SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS**

April 1, 2001 – March 31, 2004

12.225(02.)

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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 of the 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) **SAHO and the Employer(s)** agree 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).
- b) The Union agrees to recognize SAHO as the representative Employer's organization and sole bargaining agent.

2.2 No Other Agreements

- a) No Employee(s) or Local of the 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 of the Union or any of their designated representatives which may conflict with the terms of this Agreement.

2.03 Union Representatives at Employer(s) Meetings

- a) **Union representatives** shall have the right to attend any meetings the Employer(s) and/or Employer representatives have with Employees **pertaining to labour relation's matters. Up to two (2) representatives shall suffer no loss of pay or benefits.**

- b) Notwithstanding Article 12 – Dispute Resolution Committee and Article 11.09 b) – **Full Panel** 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 22.01 – 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 26 – 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 26 – 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 or works assigned relief shifts as per Article 26.04 – Assignment of Relief Work.

- 5.5 **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 of the 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 of the Union chartered by the Canadian Union of Public Employees for the bargaining unit.
- 5.11 **SAHO:** shall mean the Saskatchewan Association of Health Organizations.
- 5.12 **The Parties:** shall mean SAHO 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 **and maintain** the quality of health services provided.

Before any work is contracted out, Management will discuss its intentions with the Local of the 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 of the 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 of the 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 of the 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 of the 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.
- **Phone Numbers**

The Local of the 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.

7.03 **Statement of Staff Changes**

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

7.04 **Dues Authorization**

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

ARTICLE 9 – EMPLOYEE RECORDS

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.

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

9.02 **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 – DISCIPLINE/DISCHARGE

10.01 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 **Local of the Union**. Responses to any document shall, upon the request of the Employee, be added to the Employee's file. **Said document shall be removed after two (2) years.**

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.

10.02 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 **Local of 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 of the Union.
- c) **Nothing** 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.
- d) 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.

10.03 Progressive Discipline

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

10.04 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 Union **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) 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 **Local of the Union**;

- ii) the Local **of the** Union and the Employee shall **receive a minimum** of four (4) hours notification of any meeting **related to an Employee's conduct**. **The notice provided shall include information pertaining** to the purpose of the meeting, including, but not limited to, whether the meeting involves the Employee's personnel record, job performance or sick incident usage. **The Union representative shall be given a reasonable opportunity to meet with the Employee with no loss of pay or benefits prior to the Employee's scheduled meeting with the Employer.**

10.05 **Suspension Pending Investigation**

Suspension without pay pending investigation is not considered discipline. The Employer shall render its decision regarding discipline no later than **ten (10)** calendar days from the date of the suspension, except as otherwise agreed between the Employer and the Local of the Union. For benefit purposes while suspended, the Employee 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.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 **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.

11.02 **Definition of a Grievance**

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

11.03 **Union and Employer(s) Designates**

The Local of the 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 of the Union, the names of the individual(s) designated to deal with grievances and of any subsequent changes.

11.04 **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 designate 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 11.03 – 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 11.03 - 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.

11.05 **Step 1 - Informal Discussion**

- a) It is understood that before a grievance is submitted at Step 2 the Local **of the** Union shall attempt to resolve the dispute through discussion with a supervisor designated by the Employer. **This** discussion shall take place

within fourteen (14) calendar days of discovery of cause for complaint. If the matter is not settled to the Local **of the** Union's satisfaction, the Local **of the** Union may proceed to Step 2 of the grievance procedure.

- b) **Notwithstanding 11.05 a)**, where a dispute involves a question of a general application or interpretation **which affects more than one (1) employee**, the Local of the Union or **CUPE may bypass this Article** and commence with Article 11.06 – Step 2 – Grievance to Employer Designate.

11.06 **Step 2 – Grievance to Employer Designate**

Failing resolution of the difference through the informal discussion, the Local of the Union may, within fourteen (14) calendar days of the informal discussion in Article 11.05 – 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.

11.07 **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 of the Union and Employer(s) agree that, on request, appropriate information relevant to settlement of the grievance will be made available.

11.08 **Extension of Time Limits**

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

11.9 **Dispute Resolution Options**

Failing satisfactory settlement of the Grievance at the Second Step, the matter may be referred, within twenty-eight (28) calendar days, to:

a) Dispute Resolution Committee

Prior to Arbitration, by mutual agreement between the Employer and the Local of the Union, the grievance may be referred to the Dispute Resolution Committee referred to in Article 12.

b) Full Panel Arbitration

In the event the Employer(s) and the Local of the Union are unable to agree to using a) above, either the Local of the Union or the Employer may refer the grievance to Full Panel Arbitration and a Board of Arbitration shall be established in accordance with the Trade Union Act. If it is not so referred, the grievance shall be deemed to be settled.

i) 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.

ii) 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.

iii) 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.

iv) Expenses of the Arbitration Board

a) The Board:

The Local of the 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 of the Union, leave without loss of pay and expenses paid by the Local of the Union;

iii) if called by the Board, leave without loss of pay and expenses shared equally by the Local of the Union and the Employer;

iv) if a witness is subpoenaed, the Party requesting the subpoena shall be deemed to have called the witness.

ARTICLE 12 - DISPUTE RESOLUTION COMMITTEE

12.1 Committee Membership

The committee shall be comprised of six (6) members, three (3) Union and three (3) Employer appointees or their alternates.

12.2 Committee Mandate

It is the mandate of the Committee to either resolve the dispute/issue or submit it to either one of expedited arbitration or full panel arbitration.

12.3 Committee Process

- a) Once the Employer and the Local of the Union have submitted a grievance to the committee, it is understood that resolution of the grievance is at the discretion of the committee.
- b) The Committee shall meet every four **(4)** months or as mutually agreed to review all outstanding grievances to determine what process is suitable for resolving each grievance or group of grievances.
- c) The Committee will approach each grievance by attempting to ascertain the facts and determine a resolution. Failing resolution, the Committee agrees to produce a joint statement of facts and determine the appropriate course of action to resolve the matter through expedited arbitration or full panel arbitration.

Nothing in this Article will preclude the Local of the Union and Employer(s) from establishing a similar District Process.

12.4 Expedited Arbitration

- a) It shall be agreed by the Committee to use one of the following:
 - 1) Robert Pelton
 - 2) Francine Chad-Smith
 - 3)
 - 4)
- b) The Arbitrator shall within twenty-eight (28) calendar days convene a hearing.
- c) The Arbitrator 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 the Arbitrator will be final and binding.
- d) Expedited arbitration awards shall have no precedential value.
- e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- f) No legal counsel will be used at the hearing.
- g) The cost of fees and expenses of the Arbitrator will be equally shared.

- h) **The grievor(s), Union Representative(s) and Manager(s)/Supervisor(s) who are party to the case shall be granted leave with pay to be present at the hearing.**

ARTICLE 13 – UNION/MANAGEMENT COMMITTEE

13.01 All Employer(s) in the Health District and the Local of the 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 of the 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 of the Union.
- b) Membership
 - i) The Committee shall be comprised of members representing the Local of the Union and the Employer(s);
 - ii) The Employer(s) and the Local of the Union shall be responsible for choosing their own representatives;
 - iii) Either the Employer(s) and the Local **of the** 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 **or benefits**;
 - v) Local of the Union member's travel expenses shall be paid by the Local of the 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. The Recording Secretary shall be released from duty without loss of pay or benefits.
- d) Employer/facility/agency specific issues shall be dealt with outside the Union/Management Committee meeting as agreed to between the Employer and the Local of the Union.

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

13.2 Nursing Practice

a) Nursing Policy Committee

Where the Employer establishes Committees to deal with nursing policies or procedures, the Employer agrees to have Licensed Practical Nurses and Special Care Aide/Home Health Aide representation on the committees.

b) No Loss of Pay

Employees who attend a Nursing Policy Committee meeting shall be released from duty without loss of pay or benefits.

ARTICLE 14 - DISCRIMINATION

14.01 Responsibility

The Employer(s) and the Local of the 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 status, **family status**, place of residence, disability (subject to bonafide occupational requirements), nor by reason of his/her membership or activity in the Union.

ARTICLE 15 - OCCUPATIONAL HEALTH & SAFETY

15.01 Cooperation on Safety

The Local of the 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.

15.02 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.

15.03 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.

15.4 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).

15.05 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.

15.06 First Aid Kits

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

15.7 Video Display Terminals

- a) Where work demands constant and uninterrupted concentration on the screen by the operator, the Employer will allow the operative five **(5)** minutes of non-visual display unit work after one **(1)** hour of operation and fifteen **(15)** minutes of non-visual display unit work after every two **(2)** hours of operation. The non-visual display unit work may coincide with regular breaks.

- b) The Employer agrees to provide appropriate protective equipment and/or apparel for an employee during her pregnancy. Alternately, the Employee may request and will be granted a temporary reassignment of duties for the duration of her pregnancy.

15.8 Managing Shift Work

The Employer, with the Occupational Health and Safety Committee must:

- a) assess the risks to the worker's health and safety posed by the work;

- b) inform the worker about the nature and extent of the risk and how to eliminate or reduce them.

15.9 Workload

The Joint Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive workload concern(s). This mandate shall include the review of staffing levels, the responsibility to investigate workload concerns, the responsibility to define the workload problem, and the responsibility to make recommendations to rectify the workload concern(s).

The Committee shall issue a report on their recommendations for solving the workload concern(s) to the Employer and the Local of the Union within thirty (30) days of receiving the concern.

Within thirty (30) days, the Employer shall advise the Joint Occupational Health and Safety Committee and the Local of the Union, as to what reasonable steps it has taken or proposes to take to implement the workload recommendations identified by the Committee.

In the event the Employer does not respond or take action, the concern(s) may be referred by either party to the Dispute Resolution Committee.

The Provincial Dispute Resolution Committee shall establish an internal process in which to resolve the workload concerns.

ARTICLE 16 - EMPLOYEE & FAMILY ASSISTANCE PLAN

16.01 Program

The Employer shall maintain an Employee and Family Assistance program during the term of the Collective Agreement and agrees that, in the event changes to the program are required, discussions with the Local of the Union will occur.

16.02 EFAP 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;

- e Develop terms of reference to identify roles and responsibilities of the members;
- e Provide education for EFAP Committee members;
- e Promote awareness and understanding of the EFAP among Employees;
- e Monitor and evaluate the operation of the plan in order to assess program needs, identify the overall effectiveness and determine amendments where necessary;
- e Develop a tool for evaluating the quality and effectiveness of the program;
- e Prepare an annual report on the program to be reviewed jointly by the Employer(s) and the Local of the Union(s);
- e 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 17 - HARASSMENT

17.01 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 of 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.

17.02 **Principle of Fair Treatment**

The principle of fair treatment is a fundamental one and both the Employer(s) and the Local of the 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.

17.03 **Shared Responsibility**

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

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

17.04 **Co-operation**

Employees and Local of the 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.

17.05 **Policy**

The Employer(s) shall ensure a policy is developed jointly with the Local **of the** 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 **not precluding the use of a third (3rd) party**;
- 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.

17.06 **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.

17.07 **Failure to Resolve**

Failure to resolve shall result in the initiation of a formal investigation as per Article 17.05.

ARTICLE 18 – VIOLENCE

18.01 **Violence in the Workplace**

The Employer(s) and Local of the 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 of the 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 escalationcontrolling 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 of the 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 19 – SENIORITY

19.01 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). **Employees employed at May 6, 1999 were ranked in order of seniority calculated on hours of seniority from the date the Employee last entered the service of the**

Employer(s).

19.02 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) Is discharged for just cause and is not reinstated;
 - i) voluntarily terminates the employ of the Employer(s) unless they withdraw their resignation within **forty-eight (48) 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.
- b) 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.
- c) **Fills an out-of-scope position as determined by the Labour Relations Board.**
- d) Has been on continuous layoff for a period in excess of three (3) years.
- e) Has not worked one hundred and **eighty (180)** days within the bargaining unit, then he or she shall lose their seniority and be deemed terminated.

19.03 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 Secretary Treasurer of the Local Union.

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 **of the** Union.

ARTICLE 20 – CLASSIFICATIONS, NEW POSITIONS & RECLASSIFICATIONS

There shall be no new classifications created or reclassifications accepted until such time as the Maintenance Program has been established by the Joint Job Evaluation Committee.

ARTICLE 21 – POSTING OF NEW POSITIONS AND VACANCIES

21.01 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 filling the posted position.

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

- e job classification
- e status
- e required qualifications
- e pay grade
- e no stated guaranteed hours

- e **availability requirements**
- e 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 of the Union regarding the amended qualifications and shall re-post 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 **of the Union** shall be notified in writing within thirty (30) days of the vacancy **and copied to the Employment Strategy Committee for their information only,**

21.02 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 **seven (7) 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 **of the Union**. The Employer shall provide to the Local **of the Union** a list of all applicants for each posting and shall notify the Local **of the 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;

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 of the 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
- **number of shifts**

Name of Employer(s)

Name of Employee

In accordance with Article 21.02 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.

Employee's Signature

Employer(s)' Signature

Date

Date

c.c. Employee
Personnel File
Immediate Supervisor
Local of the Union

v) **Qualifications of Applicants**

The Employer, on request, shall furnish the Local of the 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 of the 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 qualified applicants from other CUPE bargaining units within the province.

21.03 Temporary Vacancies

- a) Temporary vacancies of one hundred and twenty (120) days or longer shall be posted subject to the posting provisions identified in Article 21.01 – Information in Job Postings and Article 21.02 – 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 26.04 – Assignment of Relief Work.
- c) When the temporary vacancy becomes redundant, the Employee shall be returned to their original position. Article 26.13 - 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 of the Union, all temporary vacancies which exceed one (1) year in duration on a semi-annual basis to determine if the position should be posted as per Article 21.02 – 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 21.02 – 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 30.08 - 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 26.04 – Assignment of Relief Work.

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

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

21.04 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.

21.05 Temporary Performance of Higher Duties

Prior to the application of Article 26.04

- 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.

21.06 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.

21.07 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.

21.08 Pay Upon Demotion

When an Employee is demoted, his/her rate of pay shall be reduced to the rate of pay in the new classification which is next below the Employee's present rate of pay.

21.09 Request for Transfer/Reassignment

- a) Transfer
 - i) 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;
 - ii) The position will be filled in accordance with Article 21.02 - Posting and Filling of Vacancies and New Positions;
 - iii) The request shall be given consideration when a vacancy occurs and shall remain effective for the duration of the leave.
- b) Reassignment
 - 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 reassignment 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.

21.10 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.

21.11 Return to a Previously Held Position

An Employee who returns to a previously held position within the geographic health district shall be paid at the step in the range at which the Employee was being paid when he/she last occupied that position.

21.12 Rate of Pay when Setting Up OTFT in Second Position

The salary rate for other than full-time Employees who are employed in more than one classification shall be established consistent with the terms of Article **21.04 – Pay Upon Promotion**, Article **21.07 – Lateral Transfer Within the Same Pay Grade** and Article **21.08 – Pay Upon Demotion**.

21.13 Portability of Benefits, Seniority and Accruals

An applicant from another CUPE bargaining unit, who is successful in obtaining a position through the application of Article **21.02 c)** shall transfer his/her seniority, unused sick leave credits earned in the past twenty-four (24) month period and most recent vacation accrual rate. Salary rate shall be established in accordance with **21.10 Recognition of Previous Experience**.

ARTICLE 22 – PROBATION AND TRIAL PERIOD

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

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

days.

The communication to the Local of the 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 and should include the reason for unsuitability.

22.02 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, at their former rate of pay. By mutual agreement of the Local of the Union and the Employer an extension may be granted. The circumstances warranting the extension, the improvement expected by the Employer and the duration of the trial period extension must be communicated to the Employee.

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

ARTICLE 23 - EMPLOYMENT STRATEGY

23.01 Purpose

Through the Provincial Employment Strategy Committee (hereinafter referred to as "the Committee"), the parties agree to develop and implement long term strategies for training, retraining and re-employment of Employees to meet current and future human resource needs in order to provide employment security. The Employer agrees to deduct the Employees' share of the Employment Insurance rebate and match that deduction and forward to the Employment Strategy Committee those monies on a monthly basis.

23.02 Employment Strategy Committee Membership

The Committee shall be comprised of eight (8) members, four (4) Union appointees and four (4) Employer(s) appointees or their alternates.

23.03 Committee Mandate

a) Administration

The Committee will:

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

- e Monitor vacancies and recall activities;
- e Provide assistance to Local Committees and/or Employer(s) on job matching;
- e Evaluate future "job type" requirements throughout the system, i.e. overall system needs and recommend to districts;
- e 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:

- e Training and retraining – training courses, on the job training, salary continuance, double staff (dual incumbency training), etc.;
- e Tuition Reimbursement – course tuition, registration, books, etc.;
- e Career Counselling/Job Placement – opportunities for transfer, assistance with job search, resume writing and development of interview skills, etc.;
- e 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 of the 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 of the Union(s) affected. At this time, the parties will review the proposed change, including but not limited to:

- The number of positions affected;
- e Options to minimize displacement;
- Employees who will be affected;
- e 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:

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

23.05 Representative Workforce

a) Preamble

The parties will address proactive processes that support a representational workforce which shall include but not be limited to identifying employment opportunities, education and training, and preparing workplaces.

b) Workforce Representation

The parties agree to the principle of a representative workforce for Aboriginal workers. The parties agree to charge the Employment Strategy Committee with the responsibility to develop, implement, monitor and evaluate pro-active initiatives designed to ensure Aboriginal People are present in all occupations in their proportion to the provincial working population.

Therefore, when hiring new employees, the Aboriginal representative principle shall be applied, providing there are qualified Aboriginal applicants for the vacancy.

c) Workplace Preparation

The parties agree to implement educational opportunities for all Employees to deal with misconceptions and dispel myths about Aboriginal People. This will include enhanced orientation sessions for new employees to ensure a better understanding of respectful work practices to achieve a harassment free environment.

d) In-Service Training

The parties agree to facilitate educational opportunities which may include literacy training and career path counselling/planning.

e) Elders

At the request of the employee, an Elder will be present when dealing with issues affecting Aboriginal employees.

f) Accommodation of Spiritual or Cultural Observances

The parties agree to make every reasonable effort to accommodate an Employee in order for them to attend or participate in spiritual or cultural observances required by faith or culture.

23.06 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.

23.07 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 21.04 – Pay Upon Promotion, 21.07 – Lateral Transfer within the Same Pay Grade and Article 21.08 – Pay Upon Demotion.

ARTICLE 24 – LAYOFF AND RE-EMPLOYMENT

24.01 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 of the Union at least fourteen (14) calendar days in advance of issuing layoff notices to Employees.

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

24.02 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.

24.03 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.

24.04 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.

24.05 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 of the Union shall, in order of seniority, arrange a private interview in the presence of a shop steward with each Employee to explain the various alternatives and the Employee shall elect one of the following:

- a) to exercise their seniority rights in accordance with Article 24.06;
- b) to accept the reduced hours of work (if applicable);
- c) to accept layoff and be placed on re-employment for a period not to exceed three (3) years. At any time while on re-employment, 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 25 – 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 of the 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 24.07 – 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 of the 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 24 – 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 24.02 – 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 24 – Layoff and Re-Employment.

24.06 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 21.09 – 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.

24.07 **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 of the 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 21.02 – 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 21.02 – 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 19.02 – 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 19.02 – Loss of Seniority.

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

24.08 Orientation and Trial Period on Re-Employment

Employees who are re-employed shall be entitled to a trial period in accordance with Article 22.02 - 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 24.05 b), c), d), e) – Notice of Layoff.

24.09 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.

24.10 Salary Rate

An Employee who displaces or is re-employed after a layoff, shall be paid in accordance with Articles 21.07 - Lateral Transfers within the Same Pay Grade, Article 21.04 - Pay Upon Promotion and Article 21.08 – Demotion. 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 25 - SEVERANCE PAY

25.01 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.

$\frac{\text{total hours paid}}{1944 \text{ or } 1872} \times 40 \text{ hours} \times \text{Rate of Pay of Position}$

ARTICLE 26 - HOURS OF WORK

26.01 Definition

- a) For the purpose of this Agreement, a day shall be any twenty-four (24) hour period beginning at 0001 and ending at 2400.
- b) A week shall be midnight on Saturday to midnight on the following Saturday.
- c) Unless otherwise agreed 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) A weekend shall be from 0001 Saturday to 2400 Sunday.

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

26.02 Hours of Work

The normal annual hours for full time Employees shall be **one thousand nine hundred and forty four (1944)** 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 one hundred and twelve (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

During each three (3) week period, part-time Employees shall be scheduled **seven (7)** 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.

- c) Field Employees

- i) 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 a three week period and shall be reduced by eight (8) hours for each designated holiday in the three week period.

In addition to the regular rates of pay, a shift differential in the amount specified in Article 26.16 – Shift Premium, shall be paid for all assigned hours worked by field Employees, between the hours of 1800 and 0700.

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

- ii) Field Hours Applicable to Home Care LPNs and Home Health Aides
 - (a) The Employer recognizes the need for flexibility in allowing Employees to schedule their hours to meet the requirements of their positions and the Union recognizes that the Employer has the right to set the minimum daily hours of work as required to meet the operational needs of the program.
 - (b) Daily hours of work of a field employee shall be unregulated within any one **(1)** working day or series of working days which may include variable start and end times on a daily basis, at the discretion of the employee based on client needs;
 - i) Full time Employees shall average eight (8) hours times the number of normal working days in a three (3) week period and shall be reduced by eight (8) hours for each designated holiday in the three (3) week period;
 - ii) Part-time Employees shall not exceed the number of guaranteed hours as per their Letter of Appointment within the three (3) week period.
 - (c) The Employer will determine the client assignments, taking into account hours of direct care required, travel time, and time entitled to the Employee for rest and meal periods.

Subject to the requirements to meet client needs and provide continuity of services, Employees will be assigned core hours as follows:

Day Shift: 0600 - 1800 hours
Evening Shift: 1400 - 0200 hours
Night Shift: 2000 - 0800 hours.

The Employee shall communicate changes in the scheduled client times to the Employer.

- (d) Where prior approval has been obtained, the Employee shall be paid overtime at applicable rates for hours worked which exceed the averaging period.

If field hours are not applicable, the above does not preclude

the Employer and the Local of the Union from mutually agreeing on modified hours of work to suit local needs.

d) Flexible Working Hours

Subject to the requirements to meet client needs and to provide continuity of services between core hours as identified between the Employer(s) and the Local of the 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.

Finish: Up to two (2) hours at the end of the shift.

b) 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.

26.03 Rest Periods Between Shifts for Full Time-Employees

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

26.04 Assignment of Relief Work

When the Employer determines that relief work is required, the following conditions apply:

a) Seniority

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.

b) Availability

i) The Employee shall identify their availability for relief work, on the prescribed form Application of Relief Work. The Local of the Union shall have access to the prescribed forms. Relief work will be assigned on the information provided. OTFT Employees may make short term requests for absences from their relief requirements;

ii) 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, Failure to disclose an overtime situation will be subject to penalty as per 26.04 i).

c) Relief Lists

i) Dependent on their availability, Employees shall be eligible to be on a maximum of three (3) relief lists;

ii) Relief lists shall be updated on a semi-annual basis in April and October. A copy of the most current list(s) shall at all times remain posted. In case of any dispute regarding call-in, the Local of the Union shall be provided with a copy of the applicable relief 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 of the Union and the Employer(s);

iii) If a relief Employee has not worked for ninety (90) days in a department, he or she shall be removed from the relief list of that department.

d) Employees on Leaves

Employees on the following leaves shall not be called to perform relief work from:

- Absence covered by WCB and/or DIP and/or Automobile Accident Insurance Act
- Approved LOA, except education leave
- Vacation

e) 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) Within twenty-four **(24)** hours

The hours of work of the senior Employee currently working or scheduled to work that day may be expanded up to the normal hours of work. The expansion is within the same department only. If unable to expand, go to ii) inside seventy-two **(72)** hours/three (3) days;

ii) Inside seventy-two **(72)** hours/three (3) days

Work that becomes available within seventy-two **(72)** hours notice shall be offered to Employees on the relief list in order of seniority. If there is no immediate personal response to such call, the shift shall be offered to the next senior Employee on the list. All such calls shall be recorded;

iii) Outside seventy-two **(72)** hours/three (3) days

Work that becomes available outside seventy-two **(72)** hours shall be filled by assigning the available hours to the Employees as prescribed on the Employee's availability form. Should the senior Employee be scheduled for a short shift and longer shift becomes available he/she shall be assigned the longer shift. The Employer will notify the Employee as soon as possible when shifts are assigned and/or reassigned.

f) Change or Cancel a Shift

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.

g) Failure to Properly Assign Work

The senior Employee not called in accordance with these provisions shall be paid for all lost hours provided the error is discovered and reported no later than fourteen (14) calendar days after the work is performed. After the fourteen (14) calendar days the Employer will not be subject to payment.

h) Failure to Work Assigned Relief Work

Should an Employee fail to perform relief work in accordance with the availability on the prescribed form - Application for Relief Work, the Employer shall remove such Employee from the relief list.

i) Failure to Indicate Overtime

Should an Employee fail to indicate an overtime situation, they shall be paid the applicable overtime rates and the Employee will be moved to the bottom of all relief lists.

26.05 Rest and Meal Periods

a) One (1) 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 (2) 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 (1/2) shift.

d) One (1) 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.

26.06 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 of the Union and the Employer(s). However, this will not preclude Employees who work less than full time hours as per Article 26.02 - 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 (3) weeks.

26.07 Six (6) 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 of the Union. Discussion on implementation of this article shall take place between the Employer(s) and the Local of the Union.

26.08 Split Shifts

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

26.09 Time Off in Lieu Bank

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 **as of March 1 of each year** shall be paid out by March 31 of each year.

26.10 Overtime Rates of Pay

Employees shall not work overtime unless authorized by the Employer.

- a) Overtime on a Regular Day

Subject to Article 26.02, 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 ½) 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 (2) time.

c) Overtime on Day Off

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

26.11 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.

26.12 Overtime by Seniority

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

26.13 Posting Work Schedule

Subject to interest arbitration.

26.14 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.

26.15 **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.

26.16 **Shift Premium**

A shift premium of seventy (\$0.70) 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 and 0800 hours. Shift premiums shall not apply to overtime hours worked.

26.17 **Weekend Premium**

All Employees shall have at least one weekend off in every three (3) week period. Those Employees required to work on the third (3rd) Saturday and/or Sunday shall be paid at overtime rates of pay for all hours so worked on the third (3rd) Saturday and/or Sunday except where it is mutually agreed otherwise between the Employer and the Local of the 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 (\$0.30) 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.

26.18 **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 one hundred and eighty-three (183) calendar days in one (1) calendar year against their wishes.

26.19 **Alternate Arrangements for Standby**

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

26.20 Standby Payments

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

- a) One dollar and three (\$1.03) cents per hour on a regular working day(s).
- b) One dollar and thirty-three (\$1.33) cents per hour on days off and Designated Holidays. This payment shall be in addition to any callback payment.
- c) OTFT Ambulance Employees
 - i) A standby payment for standby assignment shall be paid to each part-time or relief employee so assigned at the rate of one dollar and three (**\$1.03**) cents per hour;
 - ii) A standby payment for standby assignment shall be paid to each part-time or relief employee so assigned at the rate of one dollar and thirty-three (**\$1.33**) cents per hour on designated holidays.
- d) Hourly standby payments for Ambulance Workers will cease subject to a minimum payment of eight (8) hours of standby for the length of time an employee receives call in/back pay.

Effective April 1, 2003

A standby payment for standby assignment shall be paid to each employee in the classifications listed below so assigned on the following basis:

- a) Two dollars and nineteen (**\$2.19**) cents per hour on a regular working day(s);
- b) Four dollars and twelve (**\$4.12**) cents per hour on days off and Designated holidays. This payment shall be in addition to any callback payment.
 - all Code D – Technologists
 - all Medical Laboratory Technologists
 - all Medical Radiology and Nuclear Medicine Technologists
 - e all Cardiology and Echocardiology Technologists
 - all Neurophysiology Technologists
 - all Sleep Laboratory Technologists
 - all Orthopaedic Technologists
 - all Operating Room Technicians/Instrument Processing Technicians
 - all Combined Laboratory/X-Ray Technologist's

- **all Biomedical Engineers**
- **all Cardiovascular Technicians**
- **all Pulmonary Functions Technicians**

26.21 **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, provided that if such Employee is called back a second time within two (2) hours of the original call back, the Employee shall not be paid an additional amount of such call back.

b) **After Midnight**

Employees called back between the hours of 2400 midnight and 0700 or on Designated 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 26.23 – 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.

c) **For Ambulance Employees**

Other than full-time employees who are called in while on standby shall receive regular rates of pay for all call-in hours of work except that overtime shall be paid for all hours worked in excess of the normal full time daily hours or hours in the applicable averaging period.

26.22 **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 35.03 - Transportation.

26.23 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.

26.24 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 of the Union prior to any implementation

b) Maximizing Hours in Part Time Positions

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

- i) when departmental reorganization is contemplated, the Employer will meet with the Local of the 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 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 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 of the 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 of the Union may choose to access the grievance procedure.

ARTICLE 27 – DESIGNATED HOLIDAYS

27.01 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.

27.02 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 of the Union.
- b) For Employees whose regular days of rest are not Saturday or Sunday, the holiday will be observed on the day it occurs.

27.03 Christmas or New Years Day Off

- a) 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.
- b) To achieve the above, the parties agree that certain shift scheduling provisions contained in this agreement may have to be temporarily waived for specified time periods. The determination of the time period for the waiver of scheduling provisions and the manner of reinstating the shift schedule at the completion of the said time period shall be determined mutually for each department between the Local of the Union and the Employer.

27.04 Pay on a Designated Holiday

Except as otherwise provided in this agreement:

- a) A full-time Employee who works on Designated Holidays shall:
 - i) receive pay at the rate of one and one-half (1 ½) 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 ½) 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 ½) times their regular rate of pay as time in lieu, in the bank as per

Article 26.09 – 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) day’s regular pay.
- c) All other than full time Employees who work on the above designated holidays shall receive pay at the rate of one and one-half (1½) times their regular rate of pay plus designated holiday pay in accordance with the formula in d) below.
- d) All other than full time Employees who do not work **on** the above designated holidays shall receive designated holiday pay on the following formula:

1944 =

$$\frac{\text{number of paid hours in the immediately preceding four weeks}}{149.5} \times \text{normal full time hours/day} \times \text{employee's hourly rate of pay} = \text{designated holiday pay}$$

1872 =

$$\frac{\text{number of paid hours in the immediately preceding four weeks}}{144} \times \text{normal full time hours/day} \times \text{employee's hourly rate of pay} = \text{designated holiday pay}$$

27.05 Scheduling on Designated Holidays

Notwithstanding Article 27.03 - Christmas or New Year’s Day Off, 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.

27.06 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.

27.07 Overtime on a Designated Holiday

a) Overtime on a Regular Day of a Designated Holiday

Subject to Article 26.02, 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 ½) 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 ½) times the regular rate for all overtime so worked between the hours of 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 ½) times the regular rate of pay.

27.08 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 27.04 – Pay on a Designated Holiday, shall be determined in accordance with Article 26.01 c) Shift Employees.

ARTICLE 28 -- VACATIONS

28.01 Definition

Vacation Year means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty-first (31st) day of March the following calendar year.

28.02 Time Off and Pay for Annual Vacation

Vacation shall be accumulated and paid on a District-wide 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 six point one five seven six (6.1576%) percent 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 eight point two one zero two (8.2102%) percent of total pay during the previous vacation year,
- c) During the seventeenth (17th) and subsequent years, including the twenty-ninth (29th) year of continuous employment, earn twenty-five (25) days off. Pay shall be based on ten point two six two seven (10.2627%) percent of total pay during the previous vacation year.
- d) During the thirtieth (30th) and subsequent years of continuous employment, earn thirty (30) days off. Pay shall be based on twelve point three one five three (12.3153%) percent of the total pay during the previous vacation year.

Due to the change in annual hours to 1944, effective the date of signing of the collective agreement, the following percentages shall apply to Article 28.02 a), b), c) & d):

15 days off	=	6.1728
20 days off	=	8.2305
25 days off	=	10.2881
30 days off	=	12.3457

Effective April 1, 2002, employees shall earn the following vacation to be taken in **2003**:

- c) During the seventeenth (**17th**) and subsequent years, including the twenty-fourth (**24th**) year of continuous employment, earn twenty-five (**25**) days off. Pay shall be based on ten point two eight eight one (10.2881%) percent of total pay during the previous vacation year.
- d) During the twenty-fifth (**25th**) and subsequent years of continuous employment, earn thirty (30) days off. Pay shall be based on twelve point three four five seven (12.3457%) of the total pay during the previous vacation year.

28.03 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.

28.04 **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. **When annual vacations are split, seniority shall govern in only one instance. Employees shall indicate their choice by March 15th. After this date, vacation dates shall be governed on a first-come basis. 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.

28.05 **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).

28.06 **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.

28.07 **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.

28.08 **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 27.06 – Additional Day Off.

28.09 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.

28.10 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,

28.11 Vacation Pay in Advance

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

ARTICLE 29 - LEAVE OF ABSENCES - GENERAL

29.01 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. 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 of the Union.

29.02 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 of the 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;
 - Employer(s)'s share of Disability Income contributions;
 - vi) Employer(s)'s share of Dental Plan;
 - vii) Workers' Compensation premiums;
 - viii) Extended Health Plan and Enhanced Dental Plan Premiums.**
- e) On leaves of absence of more than one (1) month and at the request of the Local of the Union, the Employer(s) agrees to pay normal salary and benefits to an Employee and will charge the Local of the Union, in addition to those costs set forth in Article 29.02 (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 of the Union.

29.03 **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 of the 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 of the Union and the Employer(s). Such leave shall only be in conjunction with District Union Management Meetings as per Article 13 – Union Management Committee and shall not exceed eight (8) hours in any given month. Notice of such leave shall be in accordance with Article 29.02.

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

- a) An Employee who is elected, selected **or appointed** 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.
- b) An Employee who **is offered and accepts, selected or appointed to public office** shall be granted unpaid leave of absence without loss of seniority for the term of public office.

29.05 **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 **two (2) days** 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, **grandchild**, 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, 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 or TIL Bank as may be required for this purpose.

29.06 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 29.05 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.

29.07 Family Illness Leave

The purpose of Family Illness Leave is for the Employee to access time away from work, without loss of pay, in circumstances where a family member, as defined in Article 29.05 is ill and requires the attention of the Employee.

- a) Effective September 1, 2002
Full time Employees shall accumulate Family Illness Leave credits at the rate of two (2) hours, prorated for OTFT, for each month of employment.
- b) Employees are eligible to access Family Illness Leave credits as of January 1, **2003.**
- c) Family Illness Leave credits shall not be accumulated from year to year.
- d) Employees may also request vacation time, earned time off, or unpaid leave of absence as may be required for this purpose.

29.08 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 judgement 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,

29.09 Medical Care Leave

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

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

29.10 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.

29.11 **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.

29.12 **Educational Leave**

An Employee shall be granted up to forty-eight (48) months unpaid leave for education leave. **Persons on educational leave shall be eligible to apply for relief positions.**

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 workdays 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).

29.13 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 30 - SICK LEAVE

30.01 Definition of Sick Leave

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

30.02 Accumulation of Sick Leave Credits

Employees shall accumulate one and one-quarter (1 ¼) 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.

30.03 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 30 – 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 26.04 – 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 30 – 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 26.04 – 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.

30.04 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.

30.05 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.

30.06 Recognition of Social Illness

The Employer and the Local of the 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 of the 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.

30.07 Accommodation of Employees

The Employer and the Local of the Union will meet in an attempt to designate specific positions that may be filled on a permanent or temporary basis by Employees who are no

longer able to perform the duties of their position. Whenever, by reason of disability, an Employee is incapable of performing the work in which the Employee is engaged, the Employee may agree to be transferred to said positions for which the Employee is better suited. In such circumstances, the Employer and the Local of the Union may agree to waive certain provisions in this Agreement.

30.08 Return to Work

Where the illness or disability prevents the full return of the Employee to the working environment, the Employer, Local of the 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 (2) 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.

30.09 Graduated Return to Work

The Local of the 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 of the Union representation during this discussion. Should the modification be possible, the Employee shall be expected to return or continue working.

30.10 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 31 - TUBERCULOSIS COMPENSATION

31.01 Compensation Payable

People seeking employment will be categorized as follows:

- a) Persons showing no signs of previous tuberculosis infection, as confirmed by negative tuberculin tests.
- b) Persons showing no clinical evidence of disease, but with positive tuberculin and negative chest x-ray findings.
- c) Persons showing evidence of inactive tuberculosis and who have never required treatment for the disease.
- d) Persons showing evidence of arrested tuberculosis.
- e) Persons showing clinical signs of active tuberculosis (These will not be employed).

Persons falling in categories a), b) and c) will be eligible for compensation if they meet the conditions of the clause following:

An Employee who contracts Tuberculosis while in the employ of the Health District shall be paid ninety (90%) percent of the salary the employee was receiving at the time they were declared unfit for duty. When an Employee is declared by a

qualified Tuberculosis specialist to be fit for light or part-time work, they will remain on full compensation, unless light or part-time work can be assigned.

- 31.02 a)** An Employee who requires testing away from home shall be compensated for all lost time and expenses including travel costs as per Article **35.03**.
- b)** An Employee who has been requested by management to be absent from their place of work pending investigation of the clinical signs of tuberculosis shall receive full compensation in accordance with Article **31.01** during the period between the date that the employee is first absent and the date that a conclusive diagnosis is made. The amount payable under this section may be increased to one hundred (**100%**) percent of pay by charging the additional amount to the Employee's accumulated sick leave.

31.03 Compensation on Termination

An Employee whose services have been terminated for any cause and who within three (3) months of separation is diagnosed by a physician as having tuberculosis, shall be entitled to the above compensation and the salary rate shall be based on the salary he was receiving at the time his services were terminated.

The benefits of this provision may be extended for an additional three (3) months, provided that the former Employee concerned submits a x-ray plate taken within three (3) months after the termination of employment.

31.04 Duration of Compensation

Such compensation shall be paid until the Employee is declared fit for work by a physician on the staff of the Saskatchewan Anti-Tuberculosis League.

31.05 Compensation Not Payable

- a)** Those new Employees showing evidence of arrested tuberculosis (category d) will not be eligible for compensation.
- b)** Those new Employees showing evidence of inactive tuberculosis who have never required treatment for the disease (category c) will not be eligible for compensation, if active tuberculosis is discovered within the first twelve (**12**) months of their employment.
- c)** No compensation will be paid to any Employee who is found within the first three (3) months of employment to have tuberculosis, except persons showing no signs of previous tuberculosis infection as confirmed by negative tuberculin tests.

- d) Compensation under this Article will not be paid to an Employee:
 - i) who on commencing employment or termination of employment, refuses to take a tuberculin test and/or x-ray;
 - ii) who has a negative tuberculin test and refuses to take a tuberculin test every three (3) years during the terms of his employment;
 - iii) who has a positive tuberculin test and refuses to take a chest x-ray every two (2) years during the terms of his employment;
 - iv) who refuses to conform to the treatment plan prescribed by a qualified Tuberculosis specialist or designated general practitioner; and
 - v) who fails to provide a written report or certificate from the Saskatchewan Anti-Tuberculosis League every three (3) months.

31.6 Sick Leave Credits

An Employee absent from duty due to the contacting of Tuberculosis under circumstances above, shall not have such absence charged against sick leave allowed under Article 30, except as provided under Article 31.02.

ARTICLE 32 - WORKERS' COMPENSATION

32.01 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 fifty-two (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.

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

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 33 – PAYMENT OF WAGES

33.01 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.

33.02 Payment of Wages

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

33.03 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.

33.04 Any Shortages in Pay

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

ARTICLE 34 – INCREMENTS

34.01 Increments

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

ARTICLE 35 – GENERAL

35.01 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** (\$50.00) dollars per post mortem in addition to any pay the Employee would be entitled to under the terms of this Agreement.

35.02 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).

35.03 Transportation

- a) 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 shall be paid thirty-one point three five (\$0.3135) cents per kilometer adjusted according to CPI of the Saskatchewan Private Transportation Index with a minimum of three dollars and fifty (\$3.50) cents per round trip.
- b) Home Care Employees who use their vehicle will be paid thirty-one point three five (\$0.3135) cents per kilometer adjusted according to CPI of Saskatchewan Private Transportation Index with a minimum of three dollars and fifty (\$3.50) cents per day. Effective date of signing the Collective Agreement the rate shall be adjusted to four dollars and fifty (**\$4.50**) cents per day.
- c) Effective date of signing the Collective Agreement the rate shall be adjusted to thirty-one point eight five (**\$0.3185**) cents per kilometer.
- d) Effective October 1, 2001, the Transportation rate shall be adjusted to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI) July 2001 over January 2001, if that percentage adjustment, as applied to thirty-one point eight five (**\$0.3185**) cents, yields an increase equal to or greater than one (**\$0.01**) cent.

In cases where the percentage adjustment to the SPTI applied to the existing transportation rate, is equal to or exceeds a full one (**\$0.01**) cent, then one (**\$0.01**) cent will be applied to the current transportation rate. The portion of the adjustment that exceeds one (**\$0.01**) cent will be carried forward to the next review period for inclusion in the next calculation for adjustment.

In cases where the percentage adjustment to the SPTI applied to the existing transportation rate does not equal or exceed one (**\$0.01**) cent, there will be no adjustment applied based on that review period, however, that portion of one (**\$0.01**) cent shall be brought forward into the next review period for inclusion in the next calculation for adjustment.

The amount of adjustment yielded by the procedure shall be rounded to the nearest one hundredth of one (**\$0.001**) cent.

Further reviews shall be done according to the following table:

<u>Review Period</u>	<u>Effective Date</u>
January 2002 over July 2001	April 1, 2001
July 2002 over January 2002	October 1, 2002
January 2003 over July 2002	April 1, 2003
July 2003 over January 2003	October 1, 2003

Further reviews will continue every six (6) months following the above review periods.

- (c) 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.

35.04 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 seven hundred and fifty (\$750.00) dollars, subject to integration with one hundred (100%) percent 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.

35.05 Uniforms

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 of the Union.

35.06 Union Office

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

35.07 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 of the Union shall have the right to post notices of meetings and such other notices, as may be of interest to the Employees.

35.08 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).

35.09 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.

35.10 Reimbursements for Expenses

- a) 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.
- b) **Where an Employee is on authorized Employer business outside of their normal work area, Employees shall be allowed expenses on the following basis.**

Accommodation: Hotel-actual and reasonable charges supported by a receipt.

Meals: Actual charges supported by receipts up to the following maximum amounts:

	In Province	Out of Province
Breakfast	\$7.00	\$10.00
Dinner	\$13.00	\$15.00
Supper	\$16.00	\$21.00

Note: The above rates include GST and meal gratuities.

35.11 Camp Differential

A differential of eighty (\$80.00) dollars 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 (24) hour basis.

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

35.12 **Rotation through Work Areas**

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

35.13 **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 21.05 – Temporary Performance of Higher Duties.

35.14 **Employer Error**

Where the Employer directs the Employee to take time off in error, the Employer shall not penalise 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.

35.15 **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.

35.16 **Professional Fees**

Effective April 1, 2003 and annually thereafter, the Employer shall reimburse eligible Employees annual costs associated with professional licensing to a maximum of one hundred fifty (\$150.00) dollars, where licensing is a requirement of statute or of the Employer.

Payment will be made upon proof of registration provided to the Employer, by the Employee.

Eligible Employees are those in the following classifications:

- Licensed Practical Nurse
- X-Ray Technologist
- Laboratory Technologist
- Medical Radiology Technologist
- Diagnostic Technologist
- EEG/ECG Technologist
- Ultra Sound Technologist
- Cardiology Technologist
- Nuclear Medicine Technologist
- Operating Room Technologist
- Combined Laboratory/X-Ray Technologist

ARTICLE 36 – RETIREMENT

36.01 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 37 – NORTHERN ALLOWANCE

37.01 Uranium City

Employees stationed at Uranium City and living in accommodation provided by the hospital shall be paid an allowance of two hundred and seventy-two (**\$272.00**) dollars 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 four hundred and twenty-four (**\$424.00**) dollars per month over and above their basic rate of pay.

37.02 Increase in Northern Allowance

Employee(s) shall receive any increase in the monthly Northern Allowance in accordance with SGEU and PSC rates or SUN and SAHO rates.

ARTICLE 38 – NEW PROVISIONS

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

ARTICLE 39 - TERM OF AGREEMENT

39.01 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, 2001 up to and including March 31, 2004** and from year to year thereafter unless notification of desire to amend be given in writing.

SCHEDULE "A"

Effective April 1, 2001	3%
Effective April 1, 2002	3%
Effective April 1, 2003	3%

SCHEDULE "B"

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

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

APPENDIX I

Assiniboine Valley District Health (Local 5949)

- *Kamsack & District Nursing Home
- *District Board Office & Administration
- *Gateway Lodge (Canora, Norquay, Invermay)
- *Canora Union Hospital
- *Preeceville 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 District Care Centre
- *Battlefords River Heights Lodge
- *Saskatchewan Hospital
- *Battlefords Mental Health Centre
- *Community Health
- *Battlefords District Home Care

Affiliated Facility:

- *Villa Pascal (North Battleford)

Central Plains District Health (3970)

- *Leroy Community Health & Social Centre
- *District Health Board Office & Administration
- *Quill Lake Community Health & Social Centre
- *Spalding Community Health Centre
- *St. Mary's Villa (Humboldt)
- *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
- *Lampman & Stoughton Ambulance Association

Affiliated Facilities:

- *Bethany Pioneer Village Inc. (Middle Lake)

*St. Elizabeth's Hospital (Humboldt)

East Central District Health (3991)

*Anderson Lodge

*District Administration Offices

*East Central District Home Care (Langenburg, Foam Lake, Yorkton)

*East Central Public Health

*East Central Regional Laundry Services

*Foam Lake Health Centre

*Foam Lake Jubilee Lodge

*Lakeside Manor Care Home

*Langenburg Ambulance Services

*Mental Health & Addiction Services

*Theodore Health Centre

*Yorkton & District Nursing Home

*Yorkton Regional Health Centre

Gabriel Springs District Health (Local 2630)

*Rosthern Hospital

*District Board Office & Administration

*Wakaw Hospital

*Community Health

*Gabriel Springs Home Care

Affiliated Facilities:

*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

*Community Health

*Mental Health

*Home Care

North Valley District Health (Local 5000)

*District Board Office & Administration

*Centennial Special Care Home (Esterhazy)

*Ituna Pioneer Health Centre

*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 Pioneer 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 Health Centre
- *District Board Office & Administration
- *Hafford Hospital & Special Care Centre
- *Evergreen Health Centre (Leoville)
- *Spiritwood & District Health Complex
- *Shellbrook & District Hospital
- *Whispering Pine Place Inc. (Canwood)
- *Wheatland Lodge Inc. (Leask)
- *Parkland Terrace (Shellbrook)
- *Community Health Services
- *Parkland Home Care (Hafford, Shellbrook, Spiritwood)
- *Public Health

Pasquia District Health (Local 3974)

- *Hudson Bay Health Centre 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 Care Facility
- *Kerrobert Integrated Health Care Facility
- *Kindersley Integrated Health Care Facility
- *Eston Integrated Health Care Facility
- *Prairie West Health District Home Care Services
- *Prairie West Health District Community Services
- "Prairie West Health District Emergency Medical Services
- *Prairie West District Board Office

Affiliated Facility:

- *Heritage Manor (Kindersley)

Prince Albert Health (Local)

- *Birch Hills Health Centre
- *Birchview Home
- *Prince Albert Health District Board Office & Administration
- *Herb Bassett Home, Prince Albert
- *Jubilee Lodge, Kinistino
- *Kinistino Health Centre
- *Victoria Hospital, Prince Albert
- *Community Health (Public & Mental)
- *Pineland Home Care
- *Mental Health In-Patient Unit
- *Pineview Terrace Lodge

Affiliated Facility:

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

Regina District Health (Local 3967)

- *Public Health Services
- *Cupar Health Centre
- *Long Lake Valley Integrated Facility
- *Pasquia 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
- *Santa Maria Senior Citizens Home Inc. (Regina)
- *Salvation Army William Booth Special Care Home (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
- *Radville Road Ambulance
- *Weyburn Road Ambulance
- *Souris Valley Extended Care Centre
- *Community Health Services (Mental & Public Health)
- *South Central Community Care

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 80)

- *Gainsborough & Area Health Centre
- "District Board Office & Administration

- *Lampman Community Health Centre
- *Galloway Health Centre (Oxbow)
- *Estevan Regional Nursing Home
- *Fillmore Union Health Centre
- *Oxbow Area Municipal Road Ambulance
- *Mainprize Manor & Health Centre (Midale)
- *New Hope Pioneer Lodge (Stoughton)
- *Community Health
- *South East Home Care
- *Mental Health

Affiliated Facility:

- *St. Joseph's Hospital of Estevan

Touchwood Qu'Appelle District Health (Local 2400)

- *Balcarres Integrated Care Facility
- *St. Joseph's Integrated Care Centre (Lestock)
- *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/Cut Knife & Districts Special Care Home
- *Maidstone Hospital
- *Manitou Health Centre
- *Paradise Hill Hospital
- *St. Walburg Health Complex/Lakeland Lodge
- "Riverside Memorial Hospital/Turtle River Nursing Home
- *Pine Island Lodge
- *Cut Knife & Area Municipal Road Ambulance
- *Maidstone Hospital Road Ambulance
- *Neilburg Ambulance
- *Twin Rivers Home Care

Uranium City – Northern Health (Local 1561)

- "Uranium City Municipal Hospital

APPENDIX II

Better than Provisions Regarding Fay-Out of Unused Sick Leave to Remain for each Local Agreement Subject to Letter of Understanding re: Benefits.

1. The Battlefords Union Hospital

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

Effective November 1, 1962, those employees who elect to join the hospital pension plan shall forfeit benefits under Letter of Understanding re: Benefits while those employees who are presently and who elect not to join the Pension Plan will receive benefits under Letter of Understanding re: Benefits .

2. Yorkton Regional Health Centre

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

Retirement or Severance Gratuity Fund

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

3. Lloydminster Hospital

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

28, 1974.

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

4. Regina General Hospital, Regina

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

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

5. Pasqua Hospital, Regina

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

6. Regina Health District, Local 7 – Public Health Services

All employees covered by this agreement having at least ten (10) years continuous service as a permanent employee or qualified as a "full time casual" in accordance with the letter of understanding regarding benefits for full time casuals and at least thirty (30) days sick leave credit upon severance of employment with the Regina Health District Board, except by dismissal, shall be paid at his or her regular rate of pay in the amount of fifty (50) percent of all accumulated sick leave the employee may have to his or her credit or

seventy-eight (78) days whichever is the lesser (i.e. twenty-nine (29) days credit – payment nil, thirty (30) days credit – payment fifteen (15) days).

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

APPENDIX III

Basic Pay Grades Established
for
Specific Classifications
in New Certifications - Acute Care

1. Cooks (All Hospitals)

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

<u>No. of Beds</u>	<u>Classification</u>
1-35	Cook Second Cook
36-100	Cook Second Cook Pastry Cook
Over 100	Cook Second Cook Pastry Cook

Note:

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

APPENDIX IV

EMRs and EMTs Rates of Pay

Blended positions to be paid temporary performance of higher duties or performing duties of a lower paid classification in accordance with Article **21.05** or **21.06** for time spent working in the EMS Service. EMRs to be paid the rates as indicated below:

Red Circled Rates of Pay and/or Grandfathered Standby Rates as follows:

Pasquia Health District

- Employees on staff as of October 10, 2000, will have their rate of pay red-circled at thirteen (**\$13.00**) dollars per hour until such time as the negotiated rate of pay equals or exceeds thirteen (**\$13.00**) dollars per hour.
- Newly hired employees will be placed into the negotiated range.

South Central Health District

- Excluding Weyburn, employees on staff as of October 10, 2000 will have their rate of pay red-circled at fifteen (**\$15.00**) dollars per hour until such time as the negotiated rate of pay equals or exceeds fifteen (**\$15.00**) dollars per hour.
- Newly hired employees will be placed into the negotiated range.
- Employees with red-circled rates of pay as above shall receive standby at the rate of ten (**\$10.00**) dollars per twenty-four (**24**) hour period, until such time as the negotiated rate of pay equals or exceeds fifteen (**\$15.00**) dollars per hour.

Twin Rivers Health District

- Employees on staff as of October 10, 2000 will have their rate of pay red-circled at fifteen (**\$15.00**) dollars per hour until such time as the negotiated rate of pay equals or exceeds fifteen (**\$15.00**) dollars per hour.
- Newly hired employees will be placed into the negotiated range.

LETTER OF UNDERSTANDING #1

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Unearned to Earned Vacation

Both parties agree to the following process in order to establish earned vacation credits for Employees who previously had unearned vacation credits:

- the Employee will continue to accrue vacation credits consistent with Article 28.02 – Time Off and Pay for Annual Vacation.
- 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.

The parties hereto have affixed their signatures this day of A.D. 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #2

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Printing of Agreement

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

The parties hereto have affixed their signatures this day of A.D. 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #3

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

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

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

Shall be entitled to the same vacation pay which the Employee would have earned had the Employee continued employment to the end of the vacation year.

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

The parties hereto have affixed their signatures this day of A.D. 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #4

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Variable Hours

Whereas the Employer and the Local of the Union agree to a full-time Employee's request for variable hours, the following terms and conditions shall apply:

1. Purpose

Variable hours are intended to allow a permanent full-time Employee to work less than regular full-time hours in their position while maintaining status as a permanent Employee. It is intended to better accommodate the hours of work of the Employee to their personal needs where operationally feasible.

2. Initiation and Approval Process

Only the permanent full-time incumbent of the position can initiate a request to establish a variable hours arrangement.

A permanent full-time Employee, not on probation or trial, may make written application to temporarily reduce hours of work by 20%, 40%, 50% or 60% or where a % cannot be established, specific shifts may be identified. This applies to "whole" shifts only. The request may be approved subject to the following guidelines.

- Application for variable hours form is filled out by the permanent full time Employee wishing to temporarily reduce hours and forwarded to the Employer and the Local of the Union. The application must be submitted providing at least twenty-one (21) days of notice prior to the proposed effective date of the reduction.
- The proposal will be reviewed by the Local of the Union and the Employer to determine their approval.
- The remaining hours must be posted and filled in accordance with Article 21.03 - Temporary Vacancies.
- The application form will be signed by the Employer and the Local of the Union and an implementation date will be established upon filling the temporary vacancy.

- Requests shall not be considered/approved where the reduction is for purposes relating to other employment or to avoid non-preferred work hours.

3. Duration and Termination

- The variable hours of work requested shall be for a minimum of four (4) months, to a maximum of twelve (12) months.
- The Employer or the Employee, through the Local of the Union may cancel the variable hours of work arrangement by providing twenty-eight (28) calendar days written notice.

4. Terms and Conditions

- For the duration of the variable hour arrangement, Employee participants will be considered as part-time Employees with respect to collective agreement and benefit provisions.
- At the conclusion of the Variable Working Hours assignment, the incumbent who is the original owner of the permanent position will return to his/her normal schedule.
- Should the Employee who fills the temporary part-time position in the variable hours work arrangement vacate the position during the variable working hours arrangement, the permanent incumbent of the original position will immediately revert back to his/her permanent status until such time as the temporary position is posted and filled for the remainder of the temporary period.
- Should the Employee who is the incumbent of the permanent original position vacate during the variable hour's arrangement, the temporary part-time Employee shall be governed by Article 21.03 c) d). The permanent full-time vacancy shall then be posted.
- The permanent Employee shall not have access to Article 26.04 Assignment of Relief Work or 26.12 Overtime by Seniority. The relief Employee in the temporary position, may work additional relief hours and may be called to work overtime in accordance with Article 26.12.

In the event that either party wishes to terminate this Agreement, that party shall give twenty-eight (28) days written notice to the other party.

The parties hereto affixed their signatures this _____ day of _____, 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

SAHO/CUPE
Application for Variable Hours

Employee Request

Employee Name: _____ Classification: _____ Status: _____

Department: _____ Site: _____

Current Schedule (attached): _____

Desired New Hours (three week period): _____

Duration Requested (minimum 4 months-maximum 12 months):

Start Date: _____
MM DD YY

Expiration Date: _____
MM DD YY

Reason for Request: _____

Date of Application: ____/____/____ Employee Signature: _____
MM DD YY

Union and Employer Approval

-Employer: •Yes •No

-Union: •Yes •No

Incumbent of Temporary Vacancy: _____

Approved Time Frame: (Implementation Date: ____/____/____)
MM DD YY

Expiration Date: ____/____/____
MM DD YY

Agreement Date: ____/____/____
MM DD YY

CUPE Local: _____

Date: ____/____/____
MM DD YY

Employer: _____

Date: ____/____/____
MM DD YY

Other:

LETTER OF UNDERSTANDING #5

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Local Letters of Understanding

The parties agree that all existing Local Letters of Understanding shall remain in effect until such time as the parties reach agreement to amend any or all current Letters.

The parties hereto affixed their signatures this day of A.D. 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #6

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 600-0 & 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 day of _____, A.D., 2001

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #7

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 day of , A.D., 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #8

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 _____ day of _____, A.D., 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #9

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

- f) Employee's credit until the Employee returns to regular work,
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 Organizations shall be established as an Administrative Committee of the Plan. This Committee shall monitor the operation of the Disability Income Plan and consider changes to the Plan which they may then recommend to the Trustee of the Plan. Such recommendations shall be made with the agreement of both the Union and Employer based on facts and statistics made available to the Joint Committee. The Committee shall have full access to all information, reports, accounting, etc. pertaining to the Plan.

10. Employee Benefit Statement

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

Such statement shall outline:

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

11. Interest on Late Premiums

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

12. Pension Credits on D.I.P.

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

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

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

14. New Entries to Disability Income Plan

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

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.

Extended Health Plan and Enhanced Dental Plan

The parties agree that an Extended Health Plan and Enhanced Dental Plan will be provided at a capped maximum of two and one-tenth per cent (2.10%) of straight time payroll per year.

The parties hereto have affixed their signature this day of , A.D., 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #10

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Accumulation of Benefits

Effective July 1, 1999 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 day of _____, A.D., 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #11

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 of the 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 day of A.D., 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #12

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: 1872 Hours of Work

Employees who work 1872 hours per year shall maintain those hours.

All other than full time employees working 1872 hours shall earn designated holiday pay in accordance with Article 27.04 c) and d) – Pay on a Designated Holiday.

The parties hereto have affixed their signature this day of A.D., 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #13

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 day of A.D., 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #14

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

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 day of A.D., 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #15

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 day of A.D., 2001

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #16

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 day of A.D., 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #17

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Joint Trusteeship of the SAHO Pension Plan

The parties agree to joint trusteeship of the SAHO Pension Plan. The parties agree to settle all outstanding issues regarding joint trusteeship through the Pension Principal's forum no later than September 30, 2001. Any issues outstanding at that time shall be referred to arbitration.

Effective January 01, 2003 the employee contribution rate will increase by .5% and the Employer rate will increase by .56%.

This Letter of Understanding must be agreed by all unions.

The parties hereto have affixed their signature this day of A.D. 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #18

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Implementation of Job Evaluation Program

It is agreed between CUPE and SAHO that they will enter into negotiations with SEIU and SGEU to develop a joint Letter of Understanding regarding the implementation of the Job Evaluation Program. The Letter of Understanding shall contain, but not be limited to, the maintenance procedure for the classification of new jobs and reclassification of existing jobs; classification structure; and pay grids.

The parties hereto have affixed their signatures this day of **2001.**

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #19

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Military Service (Active)

Employees Called to Active Service

Employees called up to active service in the Armed Forces of Canada shall be granted a leave of absence without pay **for** the period **of** active service.

Benefits While on Active Service:

- Employees shall be granted full sick leave credits **for** the period of leave.

Salary on Return from Leave:

- An employee, returning from the leave, shall be entitled to return to his former step in his salary range subject to any increments that he would have received, had he remained in the employ of the Employer.

The parties hereto have affixed their signatures this day of **2001.**

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #20
BETWEEN
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS
AND
CANADIAN UNION OF PUBLIC EMPLOYEES

RE: Retroactivity

All employees on staff as of April 1, 2001 shall be eligible for retroactive wage adjustments based on all paid hours with any employer(s).

Employees who have terminated or retired must apply to the Employer, on or before November 24, 2001 for retro activity pay.

The parties hereto have affixed their signature this day of A.D., 2001.

Signed on behalf of Saskatchewan Association
of Health Organizations

Signed on behalf of Canadian Union of Public
Employees

LETTER OF UNDERSTANDING #21

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

RE: Vacation Pay for Employees at 1872 Annual Hours of Work

The parties agree that employees whose annual hours of work are 1872 and who were transferred to the Health District by virtue of *the Health Reorganization Act and Regulations* shall be entitled to the following vacation pay under Article 28.02 Time Off and Pay for Annual Vacation:

15 days off	--	6.4102%
20 days off	--	8.5470%
25 days off	--	10.6838%
30 days off	=	12.8205%

The parties hereto have affixed their signature this day of A.D., 2001.

Signed on behalf of Saskatchewan Association
of Health Organizations

Signed on behalf of Canadian Union of Public
Employees

LETTER OF UNDERSTANDING #22
BETWEEN
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
RE: Regina Lutheran Home Employees' Pension Plan

The parties agree that all employees shall be enrolled in the SAHO Pension Plan effective January 1, 2002.

The parties hereto have affixed their signature this day of A.D., 2001.

Signed on behalf of Saskatchewan Association
of Health Organizations

Signed on behalf of Canadian Union of Public
Employees

LETTER OF INTENT

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

**Re: Disability Income Plan – Final Independent Adjudication
of DIP Claims**

The parties agree to develop and implement an independent review into the process of final adjudication of DIP claims (based on medical information) within six (6) months of the date of signing the Collective Agreement.

Such process shall be incorporated by agreement into the Disability Income Plan text.

The parties hereto have affixed their signature this day of , A.D., 2001.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES

WITNESS WHEREOF, the parties signatory hereto have caused these present to be executed on the day of , A.D., 2001.

SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS, PROVINCIAL
BARGAINING COMMITTEE

CANADIAN UNION OF PUBLIC EMPLOYEES,
HEALTH CARE COUNCIL BARGAINING
COMMITTEE

Debbie Beaton

Steve Foley

Ferne Creek

Gordon Campbell

Hal Dogniez

Janet Christopherson

Dawn McNeil

Pearl Blommaert

Jan Berger

Rose Isbister

Trevor Hall

Judy Henley

Sonja Pellerin

Debbie Hubick

Laura Scott

Darcy Bucsis

Reg Padbury

Randy Sokalofsky

John Welden

Andrew Huculak

Melanie Medlicott

Bryan Brotzel

Jacque Griffiths