

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

AND

**SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS**

April 1, 2005 – March 31, 2008

12225(04)

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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) **represents a respectful relationship** 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, **in an atmosphere of mutual dignity and respect.**

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.

2.02 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 –**Provincial** 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).

Unless agreed otherwise by the Local of the Union and the Employer(s), all newly created CUPE related positions shall be placed within the scope of the bargaining unit in accordance with the process outlined by the Labour Relations Board.

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 27 –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 27 – Hours of Work as per their Letter of Appointment.

A part-time Employee **may apply** for a relief **posting** through the application process 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 27.04 – Assignment of Relief Work.
- 5.05 **Temporary Position:** shall mean a position in the bargaining unit on a temporary basis which shall exist for a stated period of time and which shall cease to exist at the end of such time unless extension is agreed upon in writing between the Employer and the Local of the Union.
- 5.06 **Employer:** shall mean an Affiliate or **Regional Health Authority** as identified in Appendix I.
- 5.07 **Bargaining Unit:** shall mean one multi-employer(s) unit for each geographic Health **Region** 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 Region:** shall mean the geographic boundaries of each **Regional Health Authority**.
- 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 **band**.
- 5.14 **Promotion:** shall mean the movement of an Employee to a higher pay **band**.
- 5.15 **Demotion:** shall mean the movement of an Employee to a lower pay **band**.

ARTICLE 6 – WORK OF THE BARGAINING UNIT

6.01 Use of Volunteers

- a) 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.
- b) **Volunteers shall not receive any wages or remuneration for the activities they perform. The Employer may offer gratuities and/or gifts of a nominal value.**

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.

6.03 Work Of The Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit, except in cases of emergency or as mutually agreed by the parties.

6.04 Work Experience, Fine Options and/or Training Program

Excluding practicum placements, upon mutual agreement between the parties, programs inclusive but not limited to Fine Options, Work Experience, Can Sask, and Job Shadowing may be introduced in the workplace.

Program participants/trainees shall be supernumerary to the regular staff complement in that Department.

The Union shall be notified of details regarding all practicum placements prior to their implementation.

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 **with a copy to SAHO**, 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 **Local 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 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 **without pay**, the Employee shall be treated as if on leave without pay. Where **the suspension is without pay and the** 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.

11.09 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 **Provincial Dispute Resolution Committee** referred to in Article 12. **Termination grievances shall not be referred to the Provincial Dispute Resolution Committee.**

b) Full Panel Arbitration

Failing Mutual Agreement to 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 – PROVINCIAL DISPUTE RESOLUTION COMMITTEE

12.01 Committee Membership

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

12.02 Committee Mandate

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

12.03 **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 **process within the Regional Health Authority**.

12.04 **Expedited Arbitration**

- a) It shall be agreed by the Committee to use one of the following:
 - 1) **Robert Pelton**
 - 2) **Dan Ish**
 - 3) **Bill Campbell**
- 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 Union Management Committee

All Employer(s) in the **Regional Health Authority** 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 meetings shall be recorded and distributed to the Committee members within **twenty-eight (28)** 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.

13.02 **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 or Special Care Aide/Home Health Aide representation on the committees. **Employee representatives shall be selected by the Local of the Union.**

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 Occupational Health and Safety

- a) 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, psychological **and social well-being with respect to** 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.
- b) **CUPE members participating on Joint Occupational Health and Safety Committees and performing their duties, as required by the Committee, as outlined in *The Occupational Health and Safety Act and Regulations* shall suffer no loss of pay or benefits.**
- c) **The legal Joint Occupational Health and Safety Committee(s) shall be the Facility/Agency Committee.**

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 Health and Safety Concerns

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

remedial action. **Failing resolution of the health and safety concern, the Employee(s) may take their concern to the Local of the Union.**

15.04 **Transportation of Accident Victims**

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

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.

15.07 **Video Display Terminals**

- a) Where work demands constant and uninterrupted concentration on the screen by the operator, the Employer will allow the **operator** 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.

15.08 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.

15.09 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).

This does not preclude the use of a sub-committee as established by the **OH&S** Committee. The sub-committee shall be comprised of equal representation of CUPE OH&S representatives and Employer representatives.

The Committee, or sub-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, or sub-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 or sub-committee.

If not resolved to the satisfaction of the Employer or the Local of the Union, the workload concern(s) may be referred by either party to the Provincial Dispute Resolution Committee. The Provincial Dispute Resolution Committee will approach each workload concern by attempting to ascertain the facts and determine a resolution. Failing resolution, the Committee will co-ordinate a mandatory mediation process to assist the Employer and the Local of the Union in reaching a resolve to the workload concern that would be implemented.

The Employer and the Local of the Union will equally share the costs associated with the mediation.

15.10 Training of Workers

The Employer shall ensure that **a** worker is trained in all matters that are necessary to protect the health and safety of the worker when the worker:

- a) begins work at the place of employment;
- b) is moved from one work activity or worksite to another that differs with respect to hazards, facilities or procedures.

The training required must include:

- a) procedures to be taken in the event of a fire or other emergency;
- b) the location of first aid facilities;
- c) identification of prohibited or restricted areas;
- d) precautions to be taken for the protection of the worker from physical, chemical or biological hazards;
- e) any procedures, plans, policies and programs that the Employer is required to develop pursuant to *The Occupational Health and Safety Act* or any regulations made pursuant to the Act that apply to the worker's work at the place of employment; and
- f) any other matters that are necessary to ensure the health and safety of the worker while the worker is **at** work.

The Employer shall ensure that the time spent by **a** worker in the above training is credited to the worker **as** time at work, and that the worker does not lose pay or other benefits with respect to that time.

The Employer shall ensure that no worker is permitted to perform work unless the worker:

- a) has been trained and has sufficient experience, to perform the work safely and in compliance with *The Occupational Health and Safety Act and Regulations*, or
- b) is under close and competent supervision.

15.11 Personal Protective Equipment

The Employer shall provide all Employees with the necessary personal protective equipment to ensure their health and safety at the worksite. The above items shall be maintained and replaced at the Employer's expense.

An Employee who is provided with approved and/or certified personal protective equipment shall use such equipment and take reasonable steps to prevent damage to the personal protective equipment.

15.12 Communicable and Occupational Diseases

In accordance with *The Occupational Health and Safety Act and Regulations*, the Employer will adopt safe rules and practices regarding communicable and occupational diseases, caused by exposure at the place of employment.

The Employer(s) agree, where possible, to reduce any contamination at the place of employment by a chemical substance, biological substance or known carcinogen.

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;
- Develop terms of reference to identify roles and responsibilities of the members;
- Provide education for EFAP Committee members;
- Promote awareness and understanding of the EFAP among Employees;
- Monitor and evaluate the operation of the plan in order to assess program needs, identify the overall effectiveness and determine amendments where necessary;
- Develop a tool for evaluating the quality and effectiveness of the program;

- Prepare an annual report on the program to be reviewed jointly by the Employer(s) and the Local of the Union(s);
- Determine resource requirements and funding strategies to support the program.

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

ARTICLE 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;
physical assault; **and**
bullying.

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 Employer will provide the Local of the Union with written documentation related to any formal harassment investigation including the complaint, conclusions and recommendations;
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.
- b) If the harassment does not stop at this point, or if the harassed Employee does not feel able to approach the alleged harasser directly, that Employee, or the Local of the Union, should file a formal harassment complaint documenting the event(s) complete with time, date location, names of witnesses and details for each event.
- c) Upon receipt of any verbal or written formal harassment complaint the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Employer must maintain written notes of their actions.

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 acceptable and agree to work together towards elimination of 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 and Regulations*, the Employer(s) will ensure a policy is developed, in consultation with the Local of the Union and other Unions in the Regional Health Authority to address the prevention of violence, the management of violent situations and to work towards the elimination of the causal factors of violence and provide support to Employees who have faced violence. The policies and procedures shall be part of the Employer(s)'

health and safety policy and written copies shall be posted in a place accessible to all Employees.

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

- i) the provision of available information regarding a client's previous, actual or potential violent behaviour;
- ii) incidents are investigated promptly, objectively and in a sensitive, confidential manner;
- iii) provision for the Joint Occupational Health and Safety Committees to review the effectiveness of anti-violence policies at the local level;
- iv) alternate options for care delivery are identified, considered and implemented;
- v) Employees/Managers are provided with the education necessary for them to prevent violence, deal with it when it occurs, and know the procedure for reporting incidents. Education shall include:
 - causes of violence
 - recognition of warning signs
 - prevention of escalation
 - controlling and defusing aggressive situations; and
 - details of the Employer(s)' policies, measures and procedures to deal with violence and the availability of supportive counseling.
- vi) security procedures are in place to summon assistance;
- vii) **no Employee shall experience discrimination, coercion or intimidation for raising concerns about violence in the workplace;**
- viii) 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 a) 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).

b) Recognition of Seniority

Effective date of signing, Employees entering the bargaining unit due to amalgamations and/or reorganizations shall be credited for all 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 Regional Health Authority, 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 Regional Health Authority 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 on a permanent basis.

Relieves in an out-of-scope temporary position with the Employer for more than twelve (12) months.

- 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.
- f) has retired.

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 Regional Health Authority. 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 – CREATION OF NEW CLASSIFICATIONS OR CHANGES TO EXISTING CLASSIFICATIONS

- 20.01**
- a) The Parties agree that the current job descriptions are those Provincial Job Descriptions established through the Provincial Joint Job Evaluation and/or the Maintenance Plan. The Employer will provide, upon request, Joint Job Evaluation Job Descriptions relevant to each facility, agency and service within the Regional Health Authority.
 - b) Upon the creation of all new classifications, the Employer shall forward all relevant information to the Union and thereafter, the Parties will commence negotiations in regards to scope.
 - c) Upon creation of all new classifications, the Parties agree that the Maintenance Letter of Understanding, dated and signed October 3, 2003 shall govern in regards to establishing an appropriate rate of pay. Upon completion of the rating process, the appropriate pay band shall be applicable and the successful applicant shall receive this rate of pay upon commencing in the position.
 - d) Where there are any significant changes to the content or qualifications of any existing classifications or positions, the parties agree that the Maintenance Letter of Understanding, October 3, 2003 shall govern in regards to establishing an appropriate rate of pay.

- e) Where the Maintenance Committee undertakes an annual review of jobs, the effective date of any change in pay bands will be the 1st Sunday following the completion of the review.
- f) Where **a** new classification is created provincially and an interim wage rate is established that is greater than the final rate of pay **as** determined by the Maintenance Committee the incumbent's pay shall be adjusted to the final rate the 1st Sunday following the completion of the review and he/she shall not be required to make retroactive payment to the Employer.
- g) Where **a** new classification is created provincially and an interim wage rate is established that is lower than the final rate of pay **as** determined by the Maintenance Committee the incumbent's pay shall be adjusted to the final rate the 1st Sunday following the completion of the review and retroactive pay shall be effective back to the date the Employee commenced in the position.
- h) Where the rate of pay for an existing classification is adjusted downward by the Maintenance Committee, the incumbent(s) shall retain their current rate of pay and shall not receive any negotiated wage increases until such time **as** the pay equity rate of pay for that classification equals or surpasses the incumbent(s) current rate of pay. New hires to the classification shall be paid at the pay equity rate of pay for that classification.
- i) The Employer agrees that if they intend to introduce **a** classification(s) contained within the Joint Job Evaluation Provincial Job Descriptions not presently in existence in **a** facility, agency or department, they shall notify the Union in advance. Such notification shall include, but not be limited to, the Provincial Job Description (identifying required duties), Pay Band and the rationale for introducing the classification.
- j) The Parties agree that no changes can be made to the Provincial Provider Group Joint Job Evaluation Plan, the Maintenance Agreement, Factors, Weights, Pay Bands, or any other component of the Job Evaluation Program without the approval of the Parties to the Provider Union Collective Agreement(s).
- k) Should the Maintenance Committee recommend the creation of pay bands beyond Pay Band 21, the Parties shall meet to establish the new pay bands based on the established point band size and wage line promotion formula.

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 **band**
 - number of hours, length of rotation for part-time Employees
 - location
 - date of opening and date and time of closing
 - **where to submit the application**
 - Employees shall have access to job descriptions

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) Postings for Relief

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

- job classification
- status
- required qualifications
- pay **band**
- no stated guaranteed hours
- availability requirements
- location(s)
- date of opening and date and time of closing
- **where to submit the application**
- **Employees shall have access to job descriptions**

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 **with reasons** within thirty **(30)** days of the vacancy.

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) **Region** 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 the Job

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

unless agreed otherwise **between the Employer, the Employee and the Local of the Union;**

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: _____ **shifts of** _____ 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 Outside of 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 27.04 – Assignment of Relief Work.
- c) When the temporary vacancy becomes redundant, the Employee shall be returned to their original position. Article 27.11 - 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 (19) 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 31.08 - Return to Work.
- h) An Employee filling a temporary vacancy shall be eligible 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; or
 - **that would commence four (4) weeks or less prior to the expiration of the temporary position the Employee currently occupies.**

The resulting vacancy will not be posted and will be filled in accordance with Article 27.04 – 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 **band** which is next higher than the current hourly rate or 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 **band**.

21.05 Temporary Performance of Higher Duties

Prior to the application of Article 27.04

- 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 pay band of the higher paid classification 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 Band

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. The request shall be given consideration when a vacancy occurs and shall remain effective for the duration of the leave.
 - ii) Home Care Employees may 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 shall automatically be entered with the names of the other applicants from within the bargaining unit. The request shall remain in effect for three (3) months.

iii) The position(s) will be filled in accordance with Article **21.02 – Posting and Filling of Vacancies and New Positions.**

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. The request shall remain in effect for three (3) months.

ii) The request for reassignment shall be given consideration with other job applications when a vacancy occurs; and shall be awarded in accordance with Article **21.02 b) Filling of Vacancies and New Positions** unless otherwise mutually agreed between the Employer and the Local of the Union.

iii) 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 **Step 1;**
- b) one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at **Step 2;**
- c) three (3) years of experience in the five (5) years immediately preceding the date of employment shall be placed at **Step 3.**

21.11 Return to a Previously Held Position

An Employee who returns to a previously held position within the geographic Regional Health Authority 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 Band and Article 21.08 – Pay Upon Demotion.

21.13 Portability of Benefits, Seniority and Accruals

- a) Employees who terminate from another CUPE Health Care bargaining unit and who are successful in obtaining a position with any Employer covered by the CUPE/SAHO Collective agreement within one hundred and twenty (120) days shall transfer:
 - i) seniority;
 - ii) unused sick leave credits to a maximum of thirty (30) days;
 - iii) most recent vacation accrual rate; current unused vacation credits will be paid out as per Section 25 of The *Labour Standards Act*. The Employee will have the option to purchase those vacation credits from their receiving Employer;
 - iv) Salary Step, if re-employed in the same classification; and
 - v) Pension, Group Life, Dental (core), Disability Income Plan, Extended Health Benefits and Enhanced Dental in accordance with the terms of the Plans.

- b) Employees who are employed with two (2) or more Regional Health Authorities shall not be eligible to transfer items as specified in Article 21.13 a) until such time as they terminate with one (1) or more of the Employers. It shall be the responsibility of the Employee to notify the remaining Employer of their termination and request a transfer of their seniority and benefits as specified in Article 21.13 a). In the event the Employee remains employed with more than one (1) Regional Health Authority they shall only be entitled to transfer their seniority and benefits from the terminating Employer to one (1) of the remaining Employers.

- c) Employees who work in more than one (1) Regional Health Authority shall access benefits plans as listed in a) v) above as if employed at a single Regional Health Authority.

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. **Probationary Employees may be terminated 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 – PROVINCIAL EMPLOYMENT STRATEGY COMMITTEE

23.01 **Purpose**

The purpose of the Provincial Employment Strategy Committee (hereinafter referred to as “the Committee”), is to develop and implement educational strategies for training, retraining and re-employment of Employees to meet current and future human resource needs and 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 Committee those monies on a monthly basis.

23.02 **Employment Strategy Committee Membership**

The Committee shall be comprised of **ten (10) members: five (5) Union appointees and five (5) Employer(s) appointees** or their alternates.

23.03 Committee Mandate

a) Administration

The Committee will:

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

b) Programs

The Committee shall establish and/or provide access to program(s) that consider the following, and may include but not be limited to:

- Training and retraining – training courses, on the job training, salary continuance, double staff (dual incumbency training), etc.;
- Tuition Reimbursement – course tuition, registration, books, etc.;
- Career Counseling – assistance with job search, resume writing and development of interview skills, etc.;
- Relocation Assistance – costs associated with moving personal effects to complete training or as a result of a layoff.

23.04 Representative Workforce

a) Principle

The principle of a representative workforce for Aboriginal workers is where Aboriginal people are employed in all classifications and at all levels in proportion to their representation in the working age population within the community or the provincial population

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.

ARTICLE 24 – WORKPLACE REORGANIZATION AND TECHNOLOGICAL CHANGE

24.01 Workplace Reorganization

- a) **Prior to the implementation of workplace reorganization which results in amalgamations, facility closures, dissolution of departments or abolishment or reduction of hours of any encumbered positions,**

the Employer will notify the Local of the Union in writing at least sixty **(60)** days prior to implementing such change.

Prior to meeting to review the proposed change, the Employer(s) will forward any relevant information to the Local of the Union.

The Employer(s) and the Local of the Union shall meet within fourteen **(14)** days of the notification to review the proposed change, including but not limited to:

- The reorganization goals and objectives;
- The number of positions/locations affected;
- Employees who may be affected;
- Options to minimize displacement;
- The process for implementation including target dates.

- b) Where the workplace reorganization includes the potential for layoffs and upon mutual agreement between the Local of the Union and the Employer(s), options other than those identified in Article **25.04 a) - e)** may be offered to Employees.
- c) Layoff notices shall not be served until the Employer(s) and the Local of the Union have reviewed the proposed change and discussed the implications of such layoff.
- d) All new classifications/job titles created as a result of workplace reorganization shall be negotiated in accordance with Article **20** Creation of New Classifications or Changes to Existing Classifications and will be posted in accordance with Article **21**.

24.02 Technological Change

- a) Definition:

Technological change is defined as:

- i) The introduction by an Employer into the Employer's work, undertaking or business of equipment or material of a different nature or kind than previously utilized by the Employer in the operation of the work, undertaking or business; or
- ii) A change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material; or

iii) The removal or relocation outside of the appropriate unit by an Employer or any part of the Employer's work, undertaking or business.

b) Notification/Discussion

Prior to the implementation of technological change, which results in amalgamations, facility closures, dissolution of departments, or abolishment or reduction of hours of any encumbered position(s), the Employer will notify the Local of the Union in writing ninety (90) days prior to implementing such change.

Upon notification as above, the Employer(s) and the Local of the Union shall commence discussion within fourteen (14) calendar days to review the technological change including but not limited to:

- The nature of the technological change;
- The number of positions/locations affected;
- Employees who may be affected;
- Options to minimize displacement;
- The process for implementation including target dates.

c) Where the technological change includes the potential for layoffs and upon mutual agreement between the Local of the Union and the Employer(s), options other than those identified in Article 25.04 a) - e) may be offered to Employees.

d) Layoff notices shall not be served until the Employer(s) and the Local of the Union have reviewed the proposed technological change and discussed the implications of such layoff.

e) Maintenance of Wages

During the above-mentioned implementation and transitional period, affected employees will maintain their wage level.

f) New Jobs

All new classifications/job titles created as a result of technological change shall be negotiated in accordance with Article 20 Creation of New Classifications or Changes to Existing Classifications and will be posted in accordance with Article 21.

- g) Training or Retraining
- i) Any training or retraining for affected Employees, as required by the Employer, shall be provided by the Employer(s) at the Employee's regular rate of pay.
 - ii) Any training required by the Employer(s) that cannot be provided in the workplace shall be referred to the Provincial Employment Strategy Committee for funding approval.
 - iii) Any other Employer approved training costs shall be paid by the Employer.

ARTICLE 25 -- LAYOFF AND RE-EMPLOYMENT

25.01 Layoff Defined

A layoff within the bargaining unit shall be defined as:

- an Employer initiated reduction in the workforce;
- a reduction of hours of work for a full-time Employee;
- a reduction in 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 being offered within one hundred and twenty (120) days within the bargaining unit.

25.02 Notification to the Union

In the event that notification has not already been provided in accordance with Article 24.01- Workplace Reorganization or 24.02 - Technological Change, 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.

25.03 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.

25.04 **Notice of Layoff:**

The Employer shall serve notice of layoff to the most junior Employee(s) in the affected position(s) within **the classification in the facility/agency/department** 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 **normally connected** with the classification in question at the Employee's current 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 **Union Representative** 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 **25.05 – Displacement of Employees;**
- 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);
- f) any other options to which the parties may agree.**

In conjunction with the above options the Employee may access the Career Adjustment Assistance Program as provided by Saskatchewan Health.

Note – Employees who are receiving notice of layoff or displacement may also utilize the provision of Article 23.03 b).

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 26 – 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 25.06 – 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 25 – 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 25.01 – 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 25 – Layoff and Re-Employment.

25.05 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 **current** letter of appointment most closely approximates the number of hours of work the Employee has chosen. Upon completion of the displacement process, **the Employee** may request an assignment within their department or classification. The supervisor shall assign rotations on the basis of seniority as per the request(s);
- 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.

25.06 **Re-Employment**

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

- a) Employees shall be counselled 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.

25.07 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 25.04 b), c), d), e), f) – Notice of Layoff.

25.08 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.

25.09 Rights of Employees Upon Displacement or Re-Employment

Employees who displace or are re-employed from layoff with any Employer covered by the CUPE/SAHO collective agreement shall maintain or transfer:

- i) seniority;
- ii) unused sick leave credits;
- iii) most recent vacation accrual rate; where applicable, current unused vacation credits will be paid out as per Section 25 of *The Labour Standards Act*. The Employee will have the option to purchase those vacation credits from their receiving Employer;
- iv) salary rate upon displacement or re-employment shall be established consistent with the terms of Article 21.04 – Pay Upon Promotion, 21.07 – Lateral Transfer within the Same Pay **Band** and Article 21.08 – Pay Upon Demotion; and
- v) Pension, Group Life, Dental (Core), Disability Income Plan, Extended Health Benefits and Enhanced Dental in accordance with the terms of the Plan.

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).

ARTICLE 26 – SEVERANCE PAY

26.01 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.

total hours paid x 40 hours ~~x~~ Rate of Pay **of** Position
1944 or 1872

ARTICLE 27 – HOURS OF WORK

27.01 Definition

- a) For the purpose of this Agreement, a day shall be any twenty-four (24) hour period **calculated from the time the Employee commences the scheduled shift.**

- 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.

27.02 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) **Field designated positions may be created only by mutual agreement between the Local of the Union and the Employer.**

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 (3) week period and shall be reduced by eight (8) hours for each designated holiday in the three (3) week period.

In addition to the regular rates of pay, a shift differential in the amount specified in Article 27.15 – Shift Premium, shall be paid for all assigned hours worked by field Employees, between the hours of 1800 and 0700.

ii) Field Hours Applicable to Home Care LPNs and Home Health Aides

aa) 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.

bb) 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.

cc) 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.

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

Note: 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. Such modified hours may include the ability to offer work up to eight hours (8) in a twelve (12) hour period.

- d) Flexible Working Hours

Flexible Working Hours may be negotiated between the Employer and the Local of Union.

27.03 Rest Periods Between Shifts

- a) The Employer(s) shall provide at least fifteen and one-half (**15 1/2**) hours of rest between shifts, except as mutually agreed otherwise by the Local 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.
- b) When offering relief work inside of seventy-two (**72**) hours the Employer(s) shall provide at least eight (8) hours of rest between shifts. Failure to provide this time will result in payment of overtime for any hours worked during such rest period.

27.04 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 Application for Relief Work. **All relief work will be offered/assigned based on the information provided by the Employee.** The Local of the Union shall have access to the prescribed forms.

ii) **Employees may amend their Application for Relief Work form:**

- **Annually on February 1st to be effective March 1st providing their availability does not fall below the requirement of the original posting; or**
- **When they accept a part time or temporary position that affects their availability; or**
- **By mutual agreement between the Employer and the Employee and the Local of the Union.**

iii) OTFT Employees may make short term requests for absences from their relief requirements.

iv) 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.

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 **revised as needed in order to reflect any changes.** 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 may be removed from the relief list of that department unless on approved leave or filling a temporary position.

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) Relief Work Inside Seventy-Two (72) Hours

Relief 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;

i) Offer of a Longer Shift

Should the senior Employee be scheduled for a shorter shift and a longer shift becomes available within the same department, the Employee shall be offered the longer shift.

f) Relief Work Outside Seventy-two (72) hours

Relief work that becomes available outside seventy-two (72) hours notice shall be assigned to Employees on the relief list in order of seniority based on their availability.

i) Assignment of a Longer Shift

Should the senior Employee be scheduled for a shorter shift and a longer shift becomes available, the Employee shall be assigned the longer shift regardless of whether both shifts are in the same department and regardless of whether the shorter shift can be replaced or not.

ii) Notification of Assignment

The Employer shall notify the Employee as soon as possible when shifts are assigned or reassigned.

g) Relief Hours/Reassignment in Extended Shift Agreements

Subject to Article 27.04 e) and f), should a senior Employee be scheduled for a shorter shift and an extended shift becomes available, the Employee shall be offered/assigned the extended shift.

h) 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.

i) 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 recorded 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.

j) Failure to Work Assigned Relief Work

Should an Employee fail to perform relief work in accordance with their availability on the prescribed form –Application for Relief Work, the Employer, the Employee and the Local of the Union shall meet to discuss a resolution to the situation which may include removal from the relief list.

k) 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.

Application For Relief Work

Name: _____

Position: _____

Department and Facility: _____

In accordance with the posting and in addition, I am available for relief work in the above Dept/Facility on the following basis:

1. Are you available for relief on short notice?

Yes () No ()

Minimum notice required _____ (minutes or hours)

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

Minimum length of shift _____

Maximum length of shift _____

Number of days in a Row _____

If not willing to work up to full time hours, limit my availability to _____ days in a week.

3. Are you working part-time or relief shifts in another department/facility/agency?

Yes () No ()

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

4. Other relevant information _____

Employee Signature: _____ Telephone No.: _____

Address : _____

Date: _____

c.c. Personnel File
Immediate Supervisor
Employee

27.05 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.
- e) **Where possible, the Employer shall arrange a suitable location for an Employee for breastfeeding and/or pumping during her scheduled breaks.**

27.06 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 27.02 - 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.

27.07 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.

27.08 Split Shifts

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

27.09 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 sheets accessible to Employees.

An Employee's time in lieu bank will be paid out at the Employee's request once per year. Any **remaining** portion of the time in lieu bank as of March 1st shall be paid out by March 31st of each year.

27.10 Overtime Rates of Pay

Employees shall not work overtime unless authorized by the Employer.

a) Overtime by Seniority

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

b) 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.

c) Overtime Rates of Pay

i) Overtime on a Regular Day

Subject to Article 27.02, 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) 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.

ii) 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.

iii) 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.

This provision shall also apply to Other than Full-Time Employees once scheduled for one hundred and twelve (112) hours in the three week period.

27.11 Posting Work Schedule

a) Master Schedules

i) The Employer(s) and the Local of the Union shall establish master work schedules for regularly scheduled employees.

ii) The Employer(s) may not amend a master schedule unless the Employer(s):

- a) gives notice of the proposed amendment to the Local of the Union a minimum of twenty-eight (28) calendar days in advance of the week in which the change is intended to take effect; and
- b) makes reasonable efforts to meet and consult the Local of the Union about the proposed amendment within seven (7) calendar days of giving notice.

iii) Any amended master schedule shall comply with the provisions of this Collective Agreement.

b) Posted and Confirmed Work Schedules

i) Provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to the Employees.

ii) Work schedule(s) shall be confirmed no less than fourteen (14) calendar days in advance.

- c) Agreed Deviation from a Posted and Confirmed Work Schedule
 - i) Deviation from a posted and confirmed work schedule shall only be by mutual agreement between the Employer and Employee(s) affected. When there is mutual agreement, the changes shall not be subject to overtime rates unless required by another provision of this Collective Agreement or Employment Standards legislation.
- d) Employer Directed Change to a Posted and Confirmed Work Schedule
 - i) When there is no mutual agreement to deviate from a posted and confirmed work schedule, the Employer may direct an Employee to work no more than seven (7) shifts different than the shifts in a posted and confirmed work schedule.
 - ii) When the Employer directs a shift change, the Employee shall be paid two (2) times the rate of pay for the entire shift(s) so changed. The “rate of pay” includes any premium for the shift(s) under another provision of this Collective Agreement or Employment Standards legislation.

27.12 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.

27.13 Permanent Evening or Night Shift Arrangements

An Employee may request to work permanent evening or night shifts. Any such arrangements require the agreement of the Employer, Employee(s) affected and the Local of the Union. In the event the Employee(s) or Employer wishes to terminate the agreement, they shall give sixty (60) days notice in writing to the other party. Provisions under Article 27.11 Posting Work Schedule will not apply if the incumbent vacates with less than sixty (60) days notice.

27.14 Minimum Report Pay

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

27.15 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.

Effective April 1, 2006, shift premium shall increase to one dollar and fifteen cents (**\$1.15**) per hour.

Effective April 1, 2007, shift premium shall increase to one dollar and fifty cents (**\$1.50**) per hour.

27.16 Weekend Premium

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.

Effective April 1, 2006, weekend premium shall increase to sixty (**\$0.60**) cents per hour.

Effective April 1, 2007, weekend premium shall increase to one dollar and twenty-five cents (**\$1.25**) per hour.

27.17 Weekends Off

Insofar as possible within established staffing patterns, Employees will be scheduled for weekends off on an equitable basis. All Employees shall have at least one (1) 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.

Notwithstanding the above, part-time and relief Employees may work additional weekends at regular rates of pay upon mutual agreement between the Employer and the Employees affected.

Other than full time Employees on approved paid leave on a weekend(s) in any three (3) week period shall not be assigned but may be offered work on a third (3rd) weekend.

27.18 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.

27.19 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.

27.20 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 call back payment.
- c) OTFT Emergency Medical Services 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 Emergency Medical Services 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.

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 call back payment.
- all Code D – Technologists
 - all Medical Laboratory Technologists
 - all Medical Radiology and Nuclear Medicine Technologists
 - 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 Technologists
 - all Biomedical Engineers
 - all Cardiovascular Technicians
 - all Pulmonary Functions Technicians

Effective April 1, 2007:

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

- i) two dollars and nineteen (**\$2.19**) cents per hour on a regular working **day(s)**;
- ii) four dollars and twelve (**\$4.12**) cents per hour on days off and Designated holidays.

This payment shall be in addition to any call back payment.

Effective April 1, 2007, Other Than **Full** Time Emergency Medical Services Employees shall be paid four dollars and twelve cents (**\$4.12**) for each hour on standby with a minimum payment of eight (8) hours each day on standby.

27.21 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, on Designated Holidays and Scheduled Days Off**

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 27.23 – 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 Emergency Medical Services 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.

27.22 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 37.03 - Transportation.

27.23 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.

27.24 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.

27.25 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:

a) 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.

b) 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.
- c) 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. **An extension may be requested by the Employee and agreed to by mutual agreement between the Employer, the Employee and the Local of the Union.**
 - 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.
- d) 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 hours 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 27.04 Assignment of Relief Work or 27.10 a) 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 27.10.

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.

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: _____/_____/_____ MM DD YY	
Employee Signature: _____	
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: _____	Employer: _____
Date: _____/_____/_____ MM DD YY	Date: _____/_____/_____ MM DD YY
Other:	

ARTICLE 28 – DESIGNATED HOLIDAYS

28.01 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.

Effective April 1, 2006

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

New Year's Day	Saskatchewan Day
Easter Sunday	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.

28.02 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.

28.03 **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.

28.04 **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 27.09 - Time Off in Lieu of Bank.
- 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 (1 ½) 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 =

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

28.05 Scheduling on Designated Holidays

Notwithstanding Article 28.03 – 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.

28.06 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 **(4)** 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.
- c) A full-time Employee who works on their Designated Holiday shall have the right to reschedule their day off, by mutual agreement in the following four **(4)** week period.

28.07 Overtime on a Designated Holiday

- a) Working on a Designated Holiday which is also a Regularly Scheduled Day Off

A full-time Employee who works on a Designated Holiday which is also a regularly scheduled day off shall be paid at the rate of two (2) times their regular rate of pay and shall receive their additional day off **as** per Article 28.06 a).

b) Overtime on a Regular Day of a Designated Holiday

Subject to Article 27.02, 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.

c) 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.

28.08 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 28.04 – Pay on a Designated Holiday, shall be determined in accordance with Article 27.01 c).

ARTICLE 29 – VACATIONS

29.01 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.

29.02 Time Off and Pay for Annual Vacation

Vacation shall be accumulated and paid on a Region-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 seven two eight (6.1728%) 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 three zero five (8.2305) percent of total pay during the previous vacation year.
- 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.

Effective April 1, 2006:

Vacation shall be accumulated and paid on a Region-wide basis.

- a)
 - i) During the first (1st) and subsequent years, including the fifth (5th) year of continuous employment, earn fifteen (15) days off.
 - ii) During the sixth (6th) and subsequent years, including the sixteenth (16th) year of continuous employment, earn twenty (20) days off.
 - iii) During the seventeenth (17th) and subsequent years, including the twenty-fourth (24th) year of continuous employment, earn twenty-five (25) days off.
 - iv) During the twenty-fifth (25th) and subsequent years of continuous employment, earn thirty (30) days off.
- b) An Employee shall receive the greater amount of annual vacation pay as calculated by either of the following formulas:
 - i) The number of working days of annual vacation, accumulated in accordance with Article 29.02 a) paid at their current rate of pay;
 - ii) As determined by the Employee's eligibility for annual vacation of either three fifty-seconds (3/52), four fifty-seconds (4/52), five fifty-seconds (5/52) or six fifty-seconds (6/52) of the Employee's total pay during the previous vacation year.

Effective April 1, 2007, an Employee shall accrue annual vacation credits on the following basis:

Vacation shall be accumulated and paid on a Region-wide basis.

- a)
 - i) During the first (1st) and subsequent years, including the third (3rd) year of continuous employment:

earn fifteen (15) days off (or one hundred and twenty (120) hours per year)
 - ii) During the fourth (4th) and subsequent years of continuous employment, including the fourteenth (14th) year of continuous employment:

earn twenty (20) days off (or one hundred and sixty (160) hours per year)
 - iii) During the fifteenth (15th) and subsequent years of continuous employment, including the twenty-fourth (24th) year of continuous employment:

earn twenty-five (25) days off (or two hundred (200) hours per year)
 - iv) During the twenty fifth (25th) and subsequent years of continuous employment:

earn thirty (30) days off (or two hundred and forty (240) hours per year)
- b) An Employee shall receive the greater amount of annual vacation pay as calculated by either of the following formulas:
 - i) The number of working days of annual vacation, accumulated in accordance with Article 29.02 a) paid at their current rate of pay; or
 - ii) As determined by the Employee's eligibility for annual vacation of either three fifty-seconds (3/52), four fifty-seconds (4/52), five fifty-seconds (5/52) or six fifty-seconds (6/52) of the Employee's total pay during the previous vacation year.

29.03 Access to Vacation Credits

An Employee shall have access to their vacation credits as earned. Seniority rights for access to vacation credits may be lost where such vacation would interfere with the normal operation of the facility or rights of others.

29.04 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.

29.05 Posting Vacation Schedule

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

Annual vacation 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.

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

This shall not preclude employees from requesting vacation throughout the vacation year, providing 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 within seven (7) calendar days. Should the Employer(s) fail to respond to the request in writing, the request shall be deemed granted.

29.06 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).

29.07 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.

29.08 **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.

29.09 **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 28.06 -- Additional Day Off.

29.10 **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 illness may be required.

The above provisions in b) and d) shall also apply in situations where an Employee is granted sick leave immediately prior to commencing his/her scheduled vacation and such illness continues into the period of scheduled vacation.

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

29.11 **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.

29.12 **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 30 - LEAVES OF ABSENCE

30.01 **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.

30.02 **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 **Employment** Insurance premiums;
 - iv) Employer(s)'s share of Pension contributions or equivalent;
 - v) Employer(s)'s share of Group Insurance premiums;

- vi) Employer(s)'s share of Disability Income contributions;
 - vii) Employer(s)'s share of Dental Plan;
 - viii) Workers' Compensation premiums;
 - ix) 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 30.02 (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.

30.03 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 **Regional 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 30.02.

30.04 Leave of Absence for Full-Time Union/ Public Duties/Professional Association

- 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.
- c) An Employee who is elected, selected or appointed for a full time position with a Health Care professional association 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.

30.05 Bereavement Leave

Upon request, on the death of a family member, as herein defined, an Employee granted bereavement 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; Effective April 1, 2007 add fiancé and former guardian.
- 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; Effective April 1, 2007 add niece and nephew.
- c) Where the Employee acts as an active pallbearer, the Employee shall be granted bereavement leave with pay, up to four (4) hours;
- d) Where an Employee is required to travel over five hundred (500) kilometres or more one way to attend the funeral the Employee shall receive a maximum of two (2) additional days leave without loss of pay and benefits based on their scheduled shifts. Such leave shall be continuous with the leave as defined in the preamble above.

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

30.06 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 30.05 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.

30.07 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 30.05 is ill and requires the attention of the Employee.

- a) 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) Family Illness Leave credits shall not be accumulated from year to year.
- c) Employees may also request vacation time, earned time off, or unpaid leave of absence as may be required for this purpose.

When requesting Family Illness Leave, Employees will be expected to identify the family member who is ill, the general nature of the Employee's involvement and the amount of time that is required.

30.08 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.

30.09 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.

30.10 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 eighteen (18) months.

If an Employee's original request for maternity leave was less than eighteen (18) months, she shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed eighteen (18) months.

Where in the opinion of the Employee's medical practitioner, a further extension of the leave is necessary for medical reasons, such leave shall be extended;

- ii) And who provides their immediate supervisor with proof of adoption of a child shall be granted Adoption Leave for a period not exceeding eighteen (18) 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 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 fourteen (14) 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.

30.11 Compassionate Care Family Leave

Employees shall be granted a leave of absence without pay to ensure that they have access to the Federal Compassionate Care benefit program.

30.12 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.

30.13 Educational Leave

An Employee shall be granted up to forty-eight (48) months unpaid leave for education leave, **insofar as the regular operation of the facility or agency will permit. Except in extenuating circumstances, Employees shall give seven (7) days written notice.** 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).

e) Professional Development

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

- i) for formal educational purposes
- ii) for professional development workshops

The Employer shall be fair and equitable when granting time off for attendance at professional association meetings, workshops and other professional development opportunities.

The Employer shall endeavour to provide paid professional development opportunities including but not limited to workshops, conferences, seminars, lectures and meetings.

30.14 Military Service (Active)

a) 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.

b) Benefits While on Active Service

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

c) Salary on Return from Leave:

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

30.15 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:

- An Employee shall be entitled to earn sick leave, vacation leave and Designated Holidays for the first thirty (30) consecutive calendar days of an unpaid leave of absence.

30.16 Notification of Return from Leave

Notwithstanding Article 21.03 c), notice of intention to return to work from or to request a change in the length of a general leave of absence (Article 30.01), education leave (Article 30.13), or parental leave (Article 30.10) must be forwarded to the Employer fourteen (14) days prior to the date of the return to work or expiration of a leave.

ARTICLE 31 - SICK LEAVE

31.01 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*.

31.02 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.

31.03 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 his/her accumulated sick leave credits, in accordance with Article 31 – 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 he/she 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 27.04 – 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 his/her accumulated sick leave credits, in accordance with Article 31 – 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 27.04 – 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.

Effective April 1, 2007 Other than Full Time Employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period access to accrued sick leave credits will be based on the average number of paid hours in the fifty-two (52) weeks preceding the illness.

Where the Employee provides advance notice of such illness or disability, the date of notification shall serve as the designated posted and confirmed period for the purpose of this Article and access to sick leave credits shall be based upon the average number of paid hours in the fifty-two (52) week period preceding the illness.

During or following the posted and confirmed period, other than Full Time Employees shall have access to the Disability Income Plan in accordance with the terms of the plan.

31.04 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.

31.05 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.

31.06 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 his/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.

31.07 Accommodation of Employees

a) General

Accommodation of Employees within the workplace is a shared responsibility between the Employer, the Union and the Employee.

The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to Employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.

In consideration of accommodating an Employee the following shall apply in the order listed below:

- i) Determine if the Employee can perform his/her existing job as it is;
- ii) If the Employee cannot, then determine if the Employee can perform his/her existing job in a modified form;
- iii) If the Employee cannot, then determine if he/she can perform another job in its existing form;
- iv) If the Employee cannot, then determine if he/she can perform another job in a modified form;
- v) If there are no positions within the bargaining unit that are available, consideration shall be given by the parties to pursue jobs outside of the bargaining unit.

Note: All options shall be considered when accommodating Employees.

In such circumstances, the Employer and the Local of the Union may agree to waive certain provisions in this Agreement.

b) Medical Information

It will be the responsibility of the Employee returning to work to provide the Employer with medical evidence of the limitations associated with the disability.

The procedure to determine that an Employee is fit to perform the duties of his/her job or modified work must be made in such a way as to protect the confidentiality of the Employee's medical information, which shall be limited to:

- i) a prognosis for recovery, with or without limitation;
- ii) a clear opinion as to the Employee's fitness to return to work;
- iii) an opinion as to the Employee's fitness to perform the specific duties of his or her current job or the accommodation being considered;
- iv) how long any limitations may last.

c) Accommodation Meetings

The Employee and Union Representative who attend an accommodation meeting shall be released from duty without loss of pay.

31.08 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 (2) 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 (2) 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 shall be accommodated if fit to return to work and/or** 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.

31.09 **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.

31.10 **Employees who Contribute to Public Service Superannuation Plan**

For Employees who contribute to the Public Service Superannuation Plan the Employer agrees to honour 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 (30) 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 32 – TUBERCULOSIS COMPENSATION

32.01 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 Regional Health Authority 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.

32.02 Compensation/Testing

- a) An Employee who requires testing away from home shall be compensated for all lost time and expenses including travel costs as per Article 37.03.
- 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 32.01 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.

32.03 **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/she 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 an x-ray plate taken within three (3) months after the termination of employment.

32.04 **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 **Team**.

32.05 **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/her 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/her 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 Team every three (3) months.

32.06 Sick Leave Credits

An Employee absent from duty due to the contracting of Tuberculosis under circumstances above, shall not have such absence charged against sick leave allowed under Article 31, except as provided under Article 32.02.

ARTICLE 33 – WORKERS’ COMPENSATION

33.01 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 *Workers’ Compensation Act*, the Employer shall pay to the Employee an amount equivalent to his/her total gross earnings, inclusive of the Workers’ 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 Workers’ Compensation Board.

The Workers’ 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.

Where the Employee’s status has changed from Other Than Full-Time to Full-Time within the fifty-two (52) week period, the calculation of gross earnings will be based upon the period of time since the date of change to the Employee’s status to the time the Workers’ Compensation claim is initiated.

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 regular wages, less normal deductions, pending initial adjudication of the claim;
- c) If the claim is not accepted by the Workers’ Compensation Board, the time off taken by the Employee will be deducted from the available sick leave credits. If the payments exceed the amount of sick leave credits available, the necessary adjustments will be made. 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 Workers' Compensation, Disability Income Plan payments shall be recovered by SAHO through the Workers' Compensation Board 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 **Designated** 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 Workers' Compensation payments made to the Employer on behalf of the Employee during any given year. **To ensure that Employees have been paid correctly, a reconciliation shall occur at the conclusion of the claim or after one (1) year, whichever occurs first.**

ARTICLE 34 – PAYMENT OF WAGES

34.01 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 **schedule** herein shall not have such higher rate reduced during the term of this Agreement unless negotiated otherwise or he/she is demoted.

34.02 Payment of Wages

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

34.03 **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.

34.04 **Any Shortages in Pay**

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

34.05 **Overpayments**

Any overpayment in pay shall be rectified as soon as possible, and repaid at a rate agreed upon by the Employee affected, the Employer and the Local of the Union.

ARTICLE 35 – INCREMENTS

35.01 **Increments**

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

ARTICLE 36 -- BENEFITS

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

36.01 **Wage Loss Replacement Plan**

- a) Joint Funding

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

b) Installation and Pay Out of Unused Sick Credits

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

c) Administration

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

d) Terms of the Plan

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

e) Sick Leave Credits Continue

Employees shall continue to accumulate sick leave credits in accordance with existing sick leave plans. A "Day Bank" shall be installed whereby sick leave credits will continue to accrue and are used when Employees are sick for the first one hundred and nineteen (119) consecutive calendar days of any illness. Any balance remains to the Employee's credit until the Employee returns to regular work.

f) Bridge Benefit

A "Bridge" benefit will be created providing sixty six and two thirds (66 2/3%) percent 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 sixty (60%) percent of normal earnings commencing after one hundred and nineteen (119) consecutive calendar days of disability. The benefit will continue until recovery, age sixty five (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 twelve (12)

months of benefit payment, (effective January 1st, 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 Canada Pension Plan or Workers' Compensation Board

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 1st, 1974 and June 30th, 1978 inclusive, a period of three (3) months.
- b) After June 30th 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 thirty one (31) days after the date he/she becomes eligible to do so, he/she 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 30th, 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/she 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 Disability Income Plan.

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

13. Disability Income Plan Coverage While on Leave

Employees may apply for Disability Income Plan 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.

36.02 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 9th, 1985.

36.03 Group Life Insurance

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

36.04 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.

36.05 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 **three point one per cent (3.1%)** of straight time payroll per year.

ARTICLE 37- GENERAL

37.01 Compensation for Post Mortem

An Employee who assists in the performance of a postmortem, 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.

37.02 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).

37.03 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-five point eight five (**\$0.3585**) 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-five point eight five (\$0.3585) cents per kilometer adjusted according to CPI of Saskatchewan Private Transportation Index with a minimum of four dollars and fifty (**\$4.50**) cents per day
- c) Effective date of signing the Collective Agreement the rate shall be adjusted to thirty-eight (**\$0.38**) cents per kilometer.
- d) Effective April 1, 2006, the transportation rate shall be adjusted (increased or decreased) to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI) for January 2006 over October 2005. The adjustment percentage will be rounded off to the nearest one-hundredth (1/100) of one (1) per cent. The amount of the adjustment yielded by the procedure shall be rounded to the nearest one hundredth of one (**\$0.01**) cent.

Further reviews will be done according to the following table:

<u>Review Period</u>	<u>Effective Date</u>
January 2006 over October 2005	April 1, 2006
April 2006 over January 2006	July 1, 2006
July 2006 over April 2006	October 1, 2006
October 2006 over July 2006	January 1, 2007

Further reviews will continue every three (3) months following the above review periods.

- e) 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.

37.04 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.

37.05 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.

37.06 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.

37.07 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.

37.08 Tools and Equipment Supplied

The Employer(s) shall supply, maintain and/or replace all tools and equipment which it deems necessary to Employees in the performance of their duties.

37.09 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.
- d) **The Employer(s) 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 provide effective communication.**

37.10 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.

37.11 **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*.

37.12 **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.

37.13 **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.

37.14 **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.

37.15 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.

37.16 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

Effective April 1, 2006, the Employer shall reimburse eligible Employees for associated professional or licensing fees that Employees are required to pay by either statute or the Employer. The maximum reimbursement shall be one hundred and fifty dollars (**\$150.00**) or the professional fee amount established by the professional association required to practice as of January 1, 2006, whichever is greater.

Reimbursement for Employees working in two (2) or more Regional Health Authorities shall receive entitlement under this provision from a maximum of one (1) Employer only.

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

Where Employees retire during any professional or licensing year, the Employer shall reimburse such employees for professional or licensing fees in accordance with this article.

ARTICLE 38 – RETIREMENT

38.01 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). **In difficult to recruit positions and by mutual agreement of the Local of the Union and the Employer**, the retirement date of an Employee may be extended up to three (3) calendar months.

ARTICLE 39 –NORTHERN ALLOWANCE

39.01 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.

39.02 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 40 –NEW PROVISIONS

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

ARTICLE 41 - TERM OF AGREEMENT

41.01 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, 2005 up to and including March 31, 2008** and from year to year thereafter unless notification of desire to amend be given in writing.

SCHEDULE "A"

April 1, 2005 – 2%

General wage increase applied to April 1, 2005 pay equity rates.
For current market supplemented wage rates increase the base rate of pay attached to each market supplemented wage rate by two (2%) percent and add that specific dollar amount to the market supplemented wage rates.

April 1, 2006 – 2%

General wage increase applied to April 1, 2006 pay equity rates.
For current and future market supplemented wage rates increase the base rate of pay attached to each market supplemented wage rate by two (2%) percent and add that specific dollar amount to the market supplemented wage rates.

April 1, 2007 – 2%

General wage increase applied to April 1, 2007 pay equity rates.
For current and future market supplemented wage rates increase the base rate of pay attached to each market supplemented wage rate by two (2%) percent and add that specific dollar amount to the market supplemented wage rates.

APPENDIX I -- List of Employers and Locals

Prairie North Health Region (Local #5111)

- * Lady Minto Health Care Centre
- * Battlefords Union Hospital
- * Battlefords District Care Center
- * Battlefords River Heights Lodge
- * Saskatchewan Hospital North Battleford
- * Lloydminster Hospital
- * Lloydminster & District Senior Citizens Lodge "Jubilee" Home
- * L. Gervais Memorial Health Centre (Goodsoil)
- * Loon Lake Hospital & Special Care Home
- * Meadow Lake Union Hospital
- * Northland Pioneer Lodge Inc.
- * Meadow Lake & District Ambulance
- * Robert Simard Centre (Northlands Alcohol & Drug)
- * 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 Health Complex
- * Pine Island Lodge
- * Cut Knife & Area Municipal Road Ambulance
- * Neilburg Ambulance
- * Community Health (Battlefords, Lloydminster, Meadow Lake)
- * Mental Health (Battlefords, Lloydminster, Meadow Lake)
- * Home Care (Battlefords area, Lloydminster area, Maidstone area, Meadow Lake area)
- * Prairie North Health Region Board Offices & Administration (Battlefords, Lloydminster, Meadow Lake)

Affiliated Facility:

- * Villa Pascal (North Battleford)

Prince Albert Parkland Health Region (Local #4777)

- * Addiction Services
- * Big River Health Centre
- * Birch Hills Health Centre
- * Evergreen Health Centre
- * Hafford Special Care Centre
- * Home Care
 - Hafford
 - Pineland
 - Shellbrook
 - Spiritwood

- * Kinistino Jubilee Lodge
- * Parkland Terrace

- *Community Based Services
- * Pineview Terrace Lodge
- * Public Health Unit
- * Regional Health Centre
 - Administration/Finance
 - Herb Bassett Home
 - Mental Health Centre
 - Victoria Hospital
 - Victoria Square
- * Shellbrook & District Hospital
- * Spiritwood & District Health Complex
- * Wheatland Lodge
- * Whispering Pine Place

Affiliated Facility:

- * Mont St. Joseph Home

Regina Qu'Appelle Health Region (Local #3967)

- * Pasqua Hospital
- * Regina General Hospital
- * Wascana Rehabilitation Centre
- * Emergency Medical Services
- * Public Health Services
- * Mental Health Services
- * Alcohol **And** Drug Services
- * Healthline
- * Home Care
- * Podiatry Clinic

Community Health Centers

- * Four Directions Community Health
- * Al Ritchie Health Action Centre

Regional Offices

- * Regina Regional Office
- * Fort Qu'Appelle Regional Office
- * Grenfell Regional Office

Rural Health Facilities

- * Balcarres Integrated Care Centre
- * Broadview Union Hospital
- * Broadview Centennial Lodge
- * Cupar Health Centre

- * Fort Qu'Appelle (Echo Lodge)
- * Grenfell Pioneer Home
- * Grenfell Health Centre
- * Long Lake Valley Integrated Care, Imperial
- * Indian Head Union Hospital
- * Golden Prairie Home, Indian Head
- * St. Joseph's Integrated Care Centre
- * Wolseley Memorial Union Hospital
- * Lakeside Home, Wolseley
- * Montmartre Health Centre
- * Moosomin Union Hospital
- * Eastern Saskatchewan Pioneer Lodge, Moosomin
- * Eastern Saskatchewan Pioneer Nursing Home, Moosomin
- * Silver Heights Special Care Home
- * Southey Health Action Centre
- * Whitewood Community Health Centre

Affiliated Special Care Homes

- * Regina Lutheran Home
- * Regina Pioneer Village
- * Santa Maria Senior Citizens Home
- * William Booth Special Care Home
- * Cupar & District Nursing Home
- * Lumsden Heritage Home

Sun Country Health Region (Local # 5999)

- * Arcola Health Centre
- * Bengough Health Centre
- * Community Health Services
- * Coronach Health Centre
- * Creighton Lodge, Estevan
- * Deer View Lodge, Wawota
- * Estevan Regional Nursing Home
- * Fillmore Health Centre
- * Gainsborough and Area Health Centre
- * Galloway Health Centre, Oxbow
- * Kipling Memorial Health Centre
- * Lampman Health Centre
- * Mainprize Manor, Midale
- * Maryfield Health Centre
- * Moose Mountain Lodge, Carlyle
- * New Hope Pioneer Lodge, Stoughton
- * Pangman Health Centre
- * Redvers Health Centre
- * Region Office, Weyburn
- * Tatagwa View, Weyburn

- * Weyburn General Hospital
- * Weyburn Special Care Home
- * Willowdale Lodge, Kipling
- * Bengough Road Ambulance
- * Coronach Road Ambulance
- * Estevan Road Ambulance
- * Kipling Road Ambulance
- * Lampman & District Road Ambulance
- * Maryfield Road Ambulance
- * Oxbow Area Municipal Road Ambulance
- * Pangman Road Ambulance
- * Radville Road Ambulance
- * Redvers Road Ambulance
- * Weyburn Road Ambulance
- * Wawota Road Ambulance

Affiliated Facilities

- * Radville Marian Health Centre
- * St. Joseph's Hospital of Estevan

Sunrise Health Region (Local #4980)

- * Kamsack Hospital & Nursing Home
- * Kamsack Administration Office
- * Gateway Lodge, Canora
- * Canora Hospital
- * Preeceville Hospital
- * Preeceville Community Physiotherapy Clinic
- * Invermay Health Centre
- * Norquay Health Centre
- * Preeceville Lions Housing
- * Community Services 1 (Canora Home Care, Preeceville Home Care)
- * Community Services 2 (Kamsack Home Care, Norquay Home Care)
- * Anderson Lodge
- * Sunrise Regional Administration Offices, Yorkton
- * Yorkton Home Care, Langenburg Home Care, Foam Lake Home Care
- * Yorkton Public Health
- * Sunrise Regional Laundry Services
- * Foam Lake Health Centre
- * Foam Lake Jubilee Home
- * Lakeside Manor Care Home, Saltcoats
- * Langenburg Ambulance Services
- * Yorkton Mental Health & Addiction Services
- * Theodore Health Centre
- * Yorkton & District Nursing Home
- * Yorkton Regional Health Centre
- * Langenburg Health Care Complex (including Centennial Special Care Home)

- * Melville Administration Office
- * Centennial Special Care Home, Esterhazy
- * Ituna Pioneer Health Care Centre
- * Neudorf Health & Social Centre
- * Ituna EMS
- * Melville Community Health Office
- * Melville Home Care, Esterhazy Home Care
- * Melville EMS

Affiliated Facilities

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

Uranium City – Northern Health

- * Uranium City Hospital

APPENDIX II

Better than Provisions Regarding Pay-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/her 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/her 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 1st, 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 28th, 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 1st, 1946, applicable to all Employees on staff as of April 1st, 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 21st, 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 Qu'Appelle Regional Health Authority. 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 Qu'Appelle Regional Health Authority** 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 Qu'Appelle Regional Health Authority** 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

Re: Final Adjudication of Disability Plan Appeals

Terms of Reference for the Final Adjudication of Disability Plan Appeals

1. The Final Adjudication of Disability Plan Appeals will be based only on written documentation, medical and non-medical.
2. Decisions of the Adjudicator to accept or deny the appeal will be reached and communicated within thirty (30) working days of the Adjudicator's receipt of the disability file to the appellant and/or the appellant's representative, and SAHO.
3. The Adjudicator will not have been previously involved in the medical treatment of the appellant nor in any prior assessment of the appellant, or other conflict of interest, and the Adjudicator should declare themselves when this involvement has occurred.
4. The Adjudicator can decline to adjudicate an appellant's request for Final Adjudication of Disability Plan Appeals with written rationale provided to SAHO and the appellant.
5. The Final Adjudication of Disability Plan Appeals will be conducted outside of SAHO or Union offices.
6. Consideration is limited to documentary evidence on file on the date of last assessment by SAHO, as well as other comments or material submitted by the appellant with their request for external appeal.
7. SAHO will advise the appellant when their request for the Final Adjudication of Disability Plan Appeals has been received and forwarded to the Adjudicator.
8. Where it is the Adjudicator's opinion that the evidence on the appellant's disability claim file is fairly evenly balanced for and against the issue in dispute, the Adjudicator will apply benefit of doubt in the appellant's favour.
9. Decisions will be based on the terms of the applicable SAHO Disability Income Plan. (under review)
10. Decisions will be communicated and explained in writing.
11. The Adjudicator may ask questions, in writing, of the appellant and SAHO with written responses required within fourteen (14) days (copies to all parties).
12. A Final Adjudication of Disability Plan Appeals will be held in abeyance if evidence in support of an appeal is provided to the Adjudicator which was not made available, or was not available, to SAHO prior to the completion of the final stage of SAHO's internal appeal process.
13. A Final Adjudication of Disability Plan Appeals will be held in abeyance where a statement of claim is issued or upon submission of a grievance, and will be terminated upon final determination of either a statement of claim or grievance or where the appellant withdraws their appeal in writing.
14. The Adjudicator can recommend further medical reassessment and then the Final Adjudication of Disability Plan Appeals is suspended until SAHO reviews the resulting medical report.
15. The contract of service can be terminated by either the Adjudicator or a committee comprised of six union and six employer representatives with thirty (30) calendar day's notice and without recourse by either party.
16. The performance of the Adjudicator will be assessed by the above committee every six (6) months or as deemed necessary by the committee. In the event of a tie vote to retain the Adjudicator, the Adjudicator's services will be terminated.
17. The above committee will appoint an Adjudicator as needed.

18. Compensation for the Adjudicator will be provided as per the agreed to contract of service.
19. Wherever the term “medical” is used, it refers to both “physical” and “psychological” conditions.

LETTER OF UNDERSTANDING #1
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
(SGEU)
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
AND
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS (SAHO)

Review of EMS Issues

The parties agree to follow the provisions of the multi-party Letter of Understanding regarding the review of Emergency Medical Services issues as set out below:

It is agreed that during the life of the Collective Agreement, SAHO, Employers and the Provider Unions will jointly review issues concerning EMS employees relative to:

- a) Maximizing full-time and part-time positions;
- b) Terms and conditions for Other Than Full-time employees including, but not limited to sick leave, benefit plans, and seniority; and
- c) Establishment of "integrated" (blended) Emergency Medical Services (EMS) positions, within traditional health care settings, such as Acute and Supportive Care.

The parties hereto have affixed their signatures this 9th day of March, A.D. 2006.

FOR SAHO

FOR CUPE/SGEU/SEIU

LETTER OF UNDERSTANDING #2

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

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 9th day of March A.D. 2006.

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

LETTER OF UNDERSTANDING #3

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

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 9th day of March A.D. 2006.

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

LETTER OF UNDERSTANDING #4

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Float Pools

The Employer(s) and the Local of the Union shall meet to discuss the feasibility of having float positions within the Regional Health Authority.

The parties hereto have affixed their signatures this 9th day of March, A.D. 2006.

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

LETTER OF UNDERSTANDING #5

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

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 9th day of March A.D. 2006.

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

LETTER OF UNDERSTANDING #6

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

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 (35) 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 31st, 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 of the **1999 Wascana Rehabilitation Centre Collective Agreement** or pay in lieu thereof, in addition to vacation earned and not used in advance.

The parties hereto have affixed their signature this 9th day of March , A.D., 2006

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

LETTER OF UNDERSTANDING #7

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

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 9th day of March , A.D., 2006.

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

LETTER OF UNDERSTANDING #8

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

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 9th day of March, A.D., 2006.

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

LETTER OF UNDERSTANDING #9 - MEMORANDUM OF AGREEMENT "B"

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
(SGEU)
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)

AND

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS (SAHO)

Extended Health and Enhanced Dental Benefits Plan

The parties agree to follow the provisions of the multi-party Letter of Understanding regarding the review of Extended Health and Enhanced Dental Benefits Plan issues as set out below:

The Employer assures that the current level of benefits provided pursuant to the Extended Health and Enhanced Dental Benefit Plan as of April 1, 2004 will continue at no cost to the Employee, until March 31, 2008,

Funding required to maintain the plan in accordance with the above paragraph and any surpluses generated will be used to provide benefits within the Extended Health and Enhanced Dental Plan for the Health Provider Employees.

The parties hereto have affixed their signatures this 9th day of March, A.D. 2006.

FOR SAHO

FOR CUPE/SGEU/SEIU

LETTER OF UNDERSTANDING #10

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

Public Employees Benefit Agency Pension Plans

It is agreed between CUPE and SAHO that Employee contributions for Employees enrolled in the Public Employees Pension Plan shall be increased to six point four five percent **(6.45%)**.

It is further agreed that Employer contributions of an additional one point four five percent **(1.45%)** up to The *Income Tax* Act maximum will be made for Employees enrolled in the Public Service Superannuation Plan who opt to enroll in the Public Employee's Pension Plan.

The effective date of the above provisions shall be thirty (30) days following the date upon which SAHO and CUPE exchange notice of ratification by their principles to the terms of this collective agreement.

The parties hereto have affixed their signatures this 9th day of March, A.D. 2006.

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

LETTER OF UNDERSTANDING #11

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

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 9th day of March, A.D., 2006.

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

LETTER OF UNDERSTANDING #12

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

1872 Hours of Work

Employees who work eighteen hundred and seventy two (1872) hours per year shall maintain those hours **in that position unless otherwise mutually agreed between the Employer and the Local of the Union.**

All Other Than Full-time Employees working eighteen hundred and seventy two (1872) hours shall earn designated holiday pay in accordance with Article 28.04 c) and d) – Pay on a Designated Holiday.

The parties hereto have affixed their signature this 9th day of March, A.D., 2006.

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

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LETTER OF UNDERSTANDING#13

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

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 30th, 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 9th day of March, A.D., 2006.

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

LETTER OF UNDERSTANDING #14
BETWEEN
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES

Pension Plans

Current plans include:

City of Regina Pension Plan

Saskatchewan Healthcare Employees' Pension Plan (SHEPP)

Public Service Superannuation Plan

Public Employees Superannuation Plan

Local Authorities' Pension Plan (LAPP), Alberta

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

All new Employees hired on or after May 30th, 1999 shall be enrolled in the **SHEPP**, 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 9th day of March, A.D., 2006.

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

LETTER OF UNDERSTANDING #15

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

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 9th day of March, A.D., 2006.

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

LETTER OF UNDERSTANDING #16

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Uncertified Aides/Attendants in Long Term Care and Home Care

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 Employer may provide in-house training to address recruitment and retention issues.**

The parties hereto have affixed their signature this 9th day of March, A.D., 2006.

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

LETTER OF UNDERSTANDING #17
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE),
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION,
(SGEU)
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
AND
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS (SAHO)

Wage Rates for Graduates

The parties agree to follow the provisions of the multi-party Letter of Understanding regarding the review of Wage Rates for Graduates issues as set out below:

The following principles and definitions shall be applied to future graduate positions.

An Employee who is a graduate of an educational program who has been hired into a position subject to certification/registration and is waiting to write a national certification/registration exam or a licensure exam or awaiting results of such exam shall be paid ninety (90%) percent of Step 1 of the base rate of the applicable classification. Upon successfully writing the exam, employees shall be adjusted in their rate of pay to Step 1 of the base rate of the applicable classification retroactive to the date of hire or the date of successful writing of the exam whichever is more recent.

Notwithstanding the above, this letter of understanding does not provide compensation to students who are required to train on the job as part of their formal education

The parties hereto have affixed their signatures this 9th day of March, A.D. 2006.

FOR SAHO

FOR CUPE/SGEU/SEIU

LETTER OF UNDERSTANDING #18

BETWEEN
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS (SAHO)

AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)

AND
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
(SGEU)

Implementation Issues - Provider Group Joint Job Evaluation

The parties agree to follow the provisions of the multi-party Letter of Understanding regarding the review of Implementation Issues – Provider Group Joint Job Evaluation issues as set out below:

The Parties agree to the principles of Equal Pay for Work of Equal Value, and will not knowingly undermine the Joint Job Evaluation Program.

- a. The Parties agree that implementation of the results of the Provider Group Joint Job Evaluation Plan, was based upon both the October 3, 2003 Memorandum of Agreement and the Implementation Agreement dated April 5, 2004. The Parties agree that such Agreements shall remain in place.
- b. The Parties agree that all equivalencies established as of October 3, 2003 where an Employee was grandfathered with the qualifications equivalent to the classification in which they were placed, shall be continued. It is further agreed that where all such equivalencies are transferable they shall be transferable within all Provincial Job Descriptions for all Provider Group Unions. Such grandfathering shall continue until the Employee terminates from all Employer(s).

The Parties recognize that the qualifications on the Provincial Job Descriptions were established for rating purposes and reflect the required educational training but should not be used to discriminate against current Employees who have previously performed the work and/or have the seniority and ability sufficient to perform the work. For the purposes of implementing this paragraph the following principles shall be used for the establishment of qualification equivalencies:

- i) Where certification and/or licensing can be obtained through gaining necessary experience, the attainment of the certification and/or license shall be deemed to be the equivalent of successful completion of education, i.e. power engineer can be certified and licensed by completing the required amount of “firing time” and successfully passing the government examinations;
- ii) Where past practice demonstrates that an individual with sufficient directly related previous experience can satisfactorily perform the job, then this directly related experience hours/years in the ratio of 2 to 1 for hours/years of education shall be deemed to be equivalent. The directly related experience has to be within a specified period of time i.e. two (2) years directly related experience would equal one (1) year of education within the last five (5) years preceding the application for the job;
- iii) Where the job has specific qualification requirements and an individual has held the job through having the requisite qualifications or the equivalent qualifications after October 3, 2003, the individual shall be deemed to have the qualification(s) and the qualification(s) may be transferable with the individual to other jobs that have the same qualification(s);
- iv) Should the qualification(s) change on the Provincial Job Description, the Employee will be deemed to have the equivalent qualification(s) and the qualification(s) may be transferable with the individual to other jobs that have the same qualification(s);
- v) Where an individual without the qualification(s) or the equivalent experience is hired into, or awarded a position, he/she shall be expected to perform the majority of duties within the time period for on-the-job training as specified within the Rating Rationale documentation. As a condition of maintaining employment in this position and classification, the individual will need to demonstrate they have embarked on/enrolled in a program or process that will result in he/she obtaining the qualification(s) in the specified period of time. As well, the individual will need to demonstrate an ongoing participation in the program or process, at a minimum of every six (6) months. Should the individual not meet the condition above, he/she shall revert to casual status in a classification that the individual is qualified for and as negotiated by the parties (SEIU, SGEU) or re-employment list (CUPE) (this shall not be considered a lay-off) as negotiated by the parties.

c. EMS Positions

- i) An Employee working **as** an EMT in **a** blended position shall be paid at the appropriate rate and step of the HSAS Collective Agreement for the EMT portion of the position, except where otherwise negotiated by the Parties.
- ii) In cases where an Employee's non EMS portion of the position has **a** rate of pay higher than the EMS portion the employee shall not suffer any reduction in pay when performing EMS duties (i.e. LPN/EMR; LPN/EMT; LPN/EMTA).

d. Outstanding Bundling Issues

If the Union and the Employer cannot agree on outstanding bundling issues during negotiations over same, the matter may be referred to **a** mutually agreed-upon classification adjudication process. Where the parties cannot agree to **a** sole Adjudicator, an alternate mutually agreed to process will be established. The cost of the Adjudicator and any other common expenses (i.e. room rental) shall be shared equally by the Parties.

e. "300" Series Classifications and Jobs in Dispute

Employees in classifications that are on the outstanding bundling issues list or in dispute and those in the **300** series classifications, that flowed from the original reconsideration process, shall receive retroactive pay back to April 1st, **2003** and shall include the lump sum payment (April 1st, **2001** to March **31st, 2003**) where applicable. Retroactivity and any legal recovery of monies will be in accordance with the April **5th, 2004** Implementation Agreement.

The parties hereto have affixed their signatures this 9th day **of** March, A.D. 2006.

FOR SAHO

FOR CUPE/SGEU/SEIU

LETTER OF UNDERSTANDING #19
BETWEEN
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS (SAHO)
AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
AND
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
(SGEU)

Implementation of the Joint Job Evaluation Reconsideration Process
and Maintenance Plan

The parties agree to follow the provisions of the multi-party Letter of Understanding regarding the review of Implementation of the Joint Job Evaluation Reconsideration Process and Maintenance Plan issues as set out below:

It is understood that the Provider Group Joint Job Evaluation Program (including both the Reconsideration process and Maintenance Plan) will not be tied to the participation of any other Union. The Program may operate in conjunction with programs involving other Unions or the parties, by mutual agreement, may allow other Unions to participate.

Further to VIII Information to the Parties of the Maintenance Agreement, a Committee of the Parties will be established to whom the Maintenance Committee will report and will require full and timely co-operation from SAHO, Employers and the Provider Group Unions. The Establishment of the Committee of the Parties in no way lessens the role and authority that is already established in the Maintenance Plan for the Maintenance Committee. The Committee of the Parties will deal with the recommendations of the Maintenance Committee, as per the Maintenance Agreement and other matters that are not covered and may arise.

Further, it is understood that upon resolution of all of the outstanding "bundling" and "disputed" items, that the original Reconsideration Process of the Joint Job Evaluation Program is completed.

The parties hereto have affixed their signatures this 9th day of March, A.D. 2006.

FOR SAHO

FOR CUPE/SGEU/SEIU

LETTER OF UNDERSTANDING #20

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS (SAHO)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)

AND

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
(SGEU)**

Review of Technologist/Technician Classifications

The parties agree to follow the provisions of the multi-party Letter of Understanding regarding the review of Review of Technologist/Technician Classifications issues as set out below:

The parties recognize that there were problems in the rating of the technological and technical classifications as a group. To resolve the outstanding issues, the parties agree to place the matter in the hands of the Reconsideration Committee.

To ensure that the job content of the technologist/technician jobs is fully accounted for within the evaluation system, the Reconsideration Committee will conduct a thorough review of all the technologist/technician classifications listed in the attached revised Appendix A.

The review will include:

- a) An orientation to technologist/technician classifications for members of the Reconsideration Committee; and
- b) Interviewing incumbents and their supervisors and visiting job sites where such observation would increase the understanding of these jobs by the raters;
and
- c) Modifying notes to raters to reflect the interpretation of the level definitions to include the job content of technologist/technician classifications.

Market Supplements currently being paid in any classification shall remain in force and effect according to their terms under a Collective Bargaining Agreement or Letter of Understanding relating to Market Supplements, except as they may be affected by JJE adjustments. Current and newly-hired employees shall maintain existing current hourly rates of pay plus the Market Adjustment or Market Supplement.

In addition, all current and newly-hired employees Employed in classifications listed in the attached list shall, pending the outcome of the reconsideration process, continue to be paid

salaries in accordance with the schedules set out in the current Collective Bargaining Agreement where the maximum hourly rate of the current salary grid for the classification is greater than the new salary/pay band resulting from the implementation of JJE results.

This Letter of Understanding will no longer be in force and effect once the outstanding issues regarding technologist/technician classifications are adjudicated.

The parties hereto have affixed their signatures this 9th day of March, A.D. 2006.

FOR SAHO

FOR CUPE/SGEU/SEIU

Appendix "A"

Job Classification	JJE Job #
Cardiac Sonography/Cardio Tech W/S	261
Cardio/Neuro Services Team Sup	223
Cardio/Sonographer W/S	255
Cardiology Tech	72
Cardiology/Neurology Tech	224
Cardiology/Tech Wk Supervisor	154
Cardiovascular Tech	89
Certified Laboratory & X-ray Tech I	6
Certified Laboratory & X-ray Tech II	71
Clinical Engineering Technologist	30
Clinical Eng Working Sup	74
Cyto Tech II	220
Cytogenetics Tech	101
Cytology Instructor	229
Cytology Technologist III	215
Cytotechnologist I	218
Diag Med Sonographer	105
Diagnostic Cardio Sonographer	255
Diagnostic Med Sono W/S	247
Diagnostic Med Sono/Instructor	158
Hardware Systems Tech	275
Informatics Coordinator	206
Information System Team Leader	58
Information Systems Tech	57
Information Tech Administrator	31
Information Technology Analyst I	12
Information Technology Analyst II	109
Interventional Services Team Leader	216
Magnetic Res Imaging Tech W/S	198
Magnetic Resonance Imag Tech	189
Med Lab Technologist/Radiology W Sup	228
Med Lab I	70
Med Lab II	129
Med Lab III	134
Medical Rad Supervisor	144
Medical Rad Tech	25
Medical Rad Tech Specialty	34
Neurophysiology Tech	73
Neuro/Tech W/S	260
Nuclear Med Tech III	214
Nuclear Medical Technician I	193
Nuclear Medicine Tech II	194
Polysomnographic Tech	195

Polysomnographic Tech W/Sup	199
Process Analyst Assistant	180
Pulmonary Functional Supervisor	150
Pulmonary Functional Tech	184
Pharmacy Technician	3
Pharmacy Technician Working Supervisor	140

LETTER OF UNDERSTANDING #21

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS (SAHO)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)

AND

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
(SGEU)

Market Supplement Program

The parties agree to follow the provisions of the multi-party Letter of Understanding regarding the review of Market Supplement Program issues as set out below:

I. Market Supplement Implementation

The objective of the Market Supplement Program is to ensure that Saskatchewan health care Employers can attract and retain the Employees required to provide appropriate health care services to the people of Saskatchewan.

It is agreed, Employer(s) and/or the Union(s) will identify areas/classifications where skill shortages have or may impede future service delivery. Either party may submit a recommendation to the SAHO Market Supplement Review Committee. For the implementation of a market supplement wage rate the following provisions shall apply:

1. The Market Supplement Review Committee must request market information from Employers within fifteen (15) days of the date that the request is submitted to the Committee;
2. The Market Supplement Review Committee shall render its decision within forty five (45) working days of the date the Committee requests labour market information from SAHO's Employer membership. If the SAHO Market Supplement Review Committee fails to act or render its decision within the above timeframes, the issue of a market supplement shall be referred to adjudication as set out below;
3. The Market Supplement Review Committee shall fully disclose to the Union(s) the reasons for its determination of a market supplement request at

the time the decision is rendered. Such disclosure shall include the Market Supplement Review Committee's final report and, upon request of the Union(s), labour market information submitted by SAHO or SAHO's Employer membership to the Market Supplement Review Committee, including but not limited to documents containing information on:

- a) Service delivery impacts: service delivery impacts are analyzed, including options for alternative service delivery models;
- b) Turnover rates: an annual turnover (loss of Employees to other competitor Employers) ratio to the existing staff complement in any given occupation. Local analysis of reasons for leaving will be necessary to determine any trends that may be emerging;
- c) Vacancy rate analysis: whereby the frequency and timing of vacancy occurrences (i.e., seasonal; always following an event; etc.) are analyzed for trends that may affect recruitment/retention efforts;
- d) Recruitment issue analysis: whereby issues such as length of recruitment times, training investments, licensing issues, supply and demand issues, etc. are analyzed for trends which may affect recruitment/retention efforts;
- e) Salary market conditions: affected Employer's salary levels are lower than other Employers that affected Employers would expect to recruit Employees from, or other Employers that affected Employees are recruited to. This may be local, provincial, regional or national depending on the occupational group and traditional recruitment relationships. Cost of living considerations may or may not be appropriate to factor into market salary comparisons.

Should the Market Supplement Review Committee fail to act or render a decision, or if the Union(s) disagrees with the decision, within the timeframes in I (2), this disclosure shall occur upon receiving notice of referral to adjudication from the Union(s).

- 4. Where the SAHO Market Supplement Review Committee does not recommend that a classification receive a market supplement, the matter may, within a period of forty-five (45) working days from the date of the report, be referred to the Market Supplement Adjudicator in accordance with Section II - Market Supplement Adjudication.
- 5. Where the SAHO Market Supplement Review Committee report recommends a market supplement, the determination of market supplemented wage rates shall be subject to negotiation by the Unions and SAHO. Should agreement not be reached by the parties in such negotiations

within a period of forty-five **(45)** working days from the date the Union receives the report, the matter shall be referred to the Market Supplement Adjudicator, in accordance with Section **II** – Market Supplement Adjudication.

6. The effective date for the market supplement shall be the date of the Market Supplement Review Committee report.

II. Market Supplement Adjudication

1. The determination of market supplement wage rates shall be subject to negotiation between the Union(s) and SAHO.
2. Where agreement on a market supplement wage rate cannot be reached by the Union(s) and SAHO, or where the SAHO Market Supplement Review Committee does not recommend that a classification receive a market supplement either expressly or in a timely manner, the matter may be referred to an adjudicator, Phil Johnson, for final determination. In the event that Phil Johnson is not available to conduct the adjudication and render a decision within the time frames identified below, the matter shall be referred to an alternate adjudicator who is mutually acceptable to both the Union(s) and SAHO.
3. The Market Supplement Adjudicator shall hear the matter within twenty-eight (28) calendar days of it being referred.
4. In the case of review on the matter of whether a market supplement is appropriate, both the Union(s) and SAHO shall be limited to presenting only the following labour market review criteria: service delivery impacts, turnover rates, vacancy rate analysis, recruitment issue analysis and salary market conditions **as** defined in I. 3, a) to e).
5. The jurisdiction of the Market Supplement Adjudicator in determining a market supplement wage rate, or determining whether or not a market supplement is appropriate, shall be limited to the labour market criteria **as** listed above.
6. In the case where a market supplemented wage rate is disputed, both the Union(s) and SAHO shall present a proposed market supplemented wage rate, and shall be entitled to present supporting written documentation. Witnesses shall not be utilized in the hearing.
7. The Market Supplement Adjudicator in determining a market supplement wage rate or determining whether or not a market supplement is appropriate shall be limited to choosing the Union's or SAHO's final position.

8. The Market Supplement Adjudicator's decision will be binding to all three Unions, the Employer and SAHO regardless of which party initiated the adjudication.
9. The Market Supplement Adjudicator decision shall be published within seven **(7)** calendar days of the hearing. Sufficient detail to explain the rationale for the decision shall be included in the written decision. The decision shall be final and binding on the parties and will not be subject to appeal.
10. The Union(s) and SAHO will equally share the costs of fees and expenses of the Market Supplement Adjudicator.

III. Market Supplement Eligibility and Review

1. Market supplemented wage rates shall be payable to all eligible Employees in the wage schedules classification, subject to paragraphs three (3) and four (4) below.
2. Employees shall be eligible for the above market supplement wage rates if they are employed on the date the market supplement becomes effective, or if they are hired after the date the market supplement becomes effective.
3. The market supplement wage rates shall be reviewed annually from the date of agreement reached by the Union(s) and SAHO, or the Market Supplement Adjudicator. Should market conditions change so that a review sooner than the annual one is required, the SAHO Market Supplement Review Committee shall undertake such review. Disclosure to the Unions shall be undertaken by the Committee in accordance with I (3).
 - a) If the Market Supplement Review Committee determines that a further market supplement is warranted, then the Union(s) and SAHO shall meet to negotiate the new market supplement rate, or failing same, will refer the matter to an adjudicator in accordance with the provisions outlined in II (2) through II (9).
 - b) If it is determined by the Market Supplement Review Committee or an Adjudicator that a market supplement rate is no longer needed, then the market supplement wage rate shall be frozen and existing and newly hired employees shall be entitled to the market supplemented wage rates until such time as the Collective Agreement wage schedule rate matches or exceeds it.
 - c) It is understood that the market supplemented wage rate is separate to the Collective Agreement Pay Equity Pay Band

Schedule A and is not used in the calculation of the general wage percentage increases for the Pay Equity Pay Band rates. General wage percentage increases shall be calculated on the “base wage” only, and the market supplement portion of the “total wage” shall be added to the newly revised “base wage.” This process shall not apply to frozen market supplemented wage rates **as** set out in **b)** above.

4. Market supplement earnings shall be considered pensionable earnings, shall be subject to statutory deductions, shall be included in the calculation of Employee benefits where appropriate and shall be subject to union dues deductions **as** per the formula determined by the Union(s).
5. Should the Union(s) or SAHO wish to modify or discontinue the terms or conditions of this Letter of Understanding, the party wishing to do so will provide the other party with ninety (90) days notice of the change or discontinuation. The parties shall meet within fourteen **(14)** calendar days from notification to discuss the matter.

The parties hereto have affixed their signatures this 9th day of March, A.D. 2006.

FOR SAHO

FOR CUPE/SEIU/SGEU

LETTER OF UNDERSTANDING #22

BETWEEN

THE SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Retroactive Payments for Retired Employees

Employees who have retired from any Employer party to SAHO/CUPE Collective Agreement on or after April 1, 2004 shall be eligible for retroactive General Wage Increases based on all paid hours up to and including the date of retirement.

The parties hereto have affixed their signatures this 9th day of March, A.D. 2006.

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

LETTER OF UNDERSTANDING #23

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

Retroactivity

All Employees on staff as of date of signing of the Memorandum of Agreement (January 7, 2006), shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to this Collective Agreement.

Except as otherwise provided in this Collective Agreement, all Articles take effect thirty (30) days following the date upon which SAHO and the Union(s) exchange notice of ratification by their principals of the terms of this Collective Agreement.

The parties hereto have affixed their signature this 9th day of March, A.D., 2006.

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

1/60

LETTER OF UNDERSTANDING #24

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

Vacation Pay for Employees at 1872 Annual Hours of Work

The parties agree that Employees whose annual hours of work are eighteen hundred and seventy two (1872) and who were transferred to the **Regional Health Authority** by virtue of *The Health Reorganization Act and Regulations* shall be entitled to the following vacation pay under Article 29.02 Time Off and Pay for Annual Vacation:

15 days off	-	5.9911%
20 days off	-	7.9882%
25 days off	-	9.9852%
30 days off	-	11.9822%

The parties hereto have affixed their signature this 9th day of March, A.D., 2006.

SIGNED ON BEHALF OF
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

FURTHER JJE LETTERS OF UNDERSTANDING

WITNESS WHEREOF, the parties signatory hereto have caused these present to be executed on the 9th day of March, A.D., 2006.

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

Gordon Campbell

Tina Bauer

Pearl Blommaert

Sharon Chesley

Barry McGonigle

Nathan Hagen

Sandra Seitz

Fred Hilton

Stan Adcock

Wayne Paquette

Sharon Lamb

Laura Scott

Rose Isbister

Terry Steininger

Carol McKnight

Michele Vogt

Brian Manegre

Doug Wilson

Judy Henley

Karen Zimmer

Vicky O'Dell

Rhonda Oneschuk

Andrew Huculak

Jacquie Griffiths

Mike Keith

Suzanne Posyniak

Sharleen Haarstad

Elaine Ehman

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MEMORANDUM OF AGREEMENT "A"

BETWEEN

THE SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

On behalf of participating Employers
(hereinafter referred to as "SAHO")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

(hereinafter referred to as CUPE)

Dated January 7, 2006

The Parties agree to the terms of this Memorandum of Agreement which represents a full and final settlement of the terms of the Collective Agreement for the period April 1, 2004 to March 31, 2005, and constitutes a tentative agreement as follows:

1. The Parties agree to amend Article 39 Term of Agreement of the current Collective Agreement to reflect a term of April 1, 2004 to March 31, 2005.
2. The attached signed articles represent amendments to the current Collective Agreement and all other articles of the Collective Agreement remain as current.
3. Wages:

April 1, 2004 – 2%
General wage increase applied to April 1, 2004 pay equity rates
For current market supplemented wage rates increase the base rate of pay attached to each market supplemented wage rate by 2% and add that specific dollar amount to the market supplemented wage rates.
4. Effective April 1, 2004 a funding increase of 1% of straight time pay to the Enhanced Dental and Extended Health Plan.
5. All employees on staff as of date of signing of the memorandum of agreement, shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to this Collective Agreement.
6. The undersigned representatives of the Parties agree unanimously to support and recommend complete acceptance of all terms of this Memorandum of Agreement to their respective Principals and conduct the ratification process involving the said Collective Agreement no later than forty-five (45) calendar days following the signing of this Memorandum of Agreement.

The parties further agree that this memorandum of agreement "A" must be ratified in conjunction with memorandum "B" specifically, the memorandums are subject to a single ratification vote.

Signed on behalf of:

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS PROVINCIAL
BARGAINING COMMITTEE

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES

MEMORANDUM OF AGREEMENT "B"

BETWEEN

THE SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

On behalf of participating Employers
(hereinafter referred to as "SAHO")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

(hereinafter referred to as CUPE)

Dated January 7, 2006

The Parties agree to the terms of this Memorandum of Agreement which represents a full and final settlement of the terms of the Collective Agreement for the period April 1, 2005 to March 31, 2008, and constitutes a tentative agreement as follows:

1. The Parties agree to amend Article 39 Term of Agreement of the current Collective Agreement to reflect a term of April 1, 2005 to March 31, 2008.

For reference purposes, the parties have agreed to a one year Collective Agreement (April 1, 2004 to March 31, 2005) as described in Memorandum "A".

2. The attached signed articles as well as all matters negotiated and agreed to by the parties during this round of negotiations represent amendments to the current Collective Agreement. All other articles of the Collective Agreement remain as current.
3. Existing base rates of pay contained within Wage Schedule "A" will be increased **as** follows:

April 1, 2005 – 2%

General wage increase applied to April 1, 2005 pay equity rates.

For current market supplemented wage rates increase the base rate of pay attached to each market supplemented wage rate by 2% and add that specific dollar amount to the market supplemented wage rates.

April 1, 2006 – 2%

General wage increase applied to April 1, 2006 pay equity rates.

For current and future market supplemented wage rates increase the base rate of pay attached to each market supplemented wage rate by 2% and add that specific dollar amount to the market supplemented wage rates.

April 1, 2007 – 2%

General wage increase applied to April 1, 2007 pay equity rates.

For current and future market supplemented wage rates increase the base rate of pay attached to each market supplemented wage rate by 2% and add that specific dollar amount to the market supplemented wage rates.

4. All employees on staff as of date of signing of the memorandum of agreement, shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to this Collective Agreement.
5. The undersigned representatives of the Parties agree unanimously to support and recommend complete acceptance of all terms of this Memorandum of Agreement to their respective Principals and conduct the ratification process involving the said Collective Agreement no later than forty-five (45) calendar days following the signing of this Memorandum of Agreement.

The parties further agree that this memorandum of agreement "A" must be ratified in conjunction with memorandum "B" specifically, the memorandums are subject to a single ratification vote.

6. This document is subject to errors and omissions.

Signed on behalf of:

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS PROVINCIAL
BARGAINING COMMITTEE

Signed on behalf of

CANADIAN UNION OF PUBLIC EMPLOYEES

**Letter of Understanding
Between
Canadian Union of Public Employees (CUPE), Saskatchewan Government and
General Employees' Union (SGEU), Service Employees International Union (SEIU)
And
Saskatchewan Association of Health Organizations(SAHO)**

RE: Extended Health and Enhanced Dental Benefits Plan

The Employer assures that the current level of benefits provided pursuant to the Extended Health and Enhanced Dental Benefit Plan as of April 1, 2004 will continue at no cost to the employee, until March 31, 2005.

Funding required to maintain the plan in accordance with the above paragraph and any surpluses generated will be used to provide benefits within the Extended Health and Enhanced Dental Plan for the Health Provider employees.

All of which is agreed this _____ of _____, 2006.

FOR SAHO

FOR CUPE/SGEU/SEIU

FOR Saskatchewan Association
Of Health Organizations

FOR Canadian Union of Public Employees

LETTER OF UNDERSTANDING

BETWEEN

THE SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS
On behalf of participating Employers
(hereinafter referred to as "SAHO")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as CUPE)

Dated January 7, 2006

Re: Retroactive Payments for Retired Employees

Employees who have retired from any Employer party to this Agreement during the period of April 1, 2004 to March 31, 2008 shall be eligible for retroactive wage adjustments based on all paid hours up to and including the date of retirement.

Signed on behalf of:

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS PROVINCIAL
BARGAINING COMMITTEE

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES

FOR Saskatchewan Association
Of Health Organizations

FOR Canadian Union of Public Employees

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FOR Saskatchewan Association
Of Health Organizations

FOR Canadian Union of Public Employees

1. Wages

First Memorandum of Settlement shall include:

April 1, 2004 – 2%

- General wage increase applied to April 1, 2004 pay equity rates.
- For current market supplemented wage rates increase the base rate of pay attached to each market supplemented wage rate by 2% and add that specific dollar amount to the market supplemented wage rates.

Term ending March 31, 2005

Second Memorandum of Settlement shall include:

April 1, 2005 – 2%

- General wage increase applied to April 1, 2005 pay equity rates.
- For current market supplemented wage rates increase the base rate of pay attached to each market supplemented wage rate by 2% and add that specific dollar amount to the market supplemented wage rates.

April 1, 2006 -- 2%

- General wage increase applied to April 1, 2006 pay equity rates.
- For current and future market supplemented wage rates increase the base rate of pay attached to each market supplemented wage rate by 2% and add that specific dollar amount to the market supplemented wage rates.

April 1, 2007 – 2%

- General wage increase applied to April 1, 2007 pay equity rates.
- For current and future market supplemented wage rates increase the base rate of pay attached to each market supplemented wage rate by 2% and add that specific dollar amount to the market supplemented wage rates.

Term ending March 31st, 2008

Retroactivity

All employees on staff as of date of signing of the memorandum of agreement, shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to this Collective Agreement.

Except as otherwise provided in this Collective Agreement, all Articles take effect thirty (30) days following the date upon which SAHO and the Union(s) exchange notice of ratification by their principals of the terms of this Collective Agreement.

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2. Shift Premium

Effective April 1, 2006

Increase shift premium from seventy cents (\$0.70) to one dollar and fifteen cents (\$1.15).

Effective April 1, 2007

Increase shift premium from one dollar and fifteen cents (\$1.15) to one dollar and fifty cents (\$1.50)

Maintain existing language in the Collective Agreement.

3. Weekend Premium

Effective April 1, 2006

Increase weekend premium from thirty cents (\$0.30) to sixty (\$0.60).

Effective April 1, 2007

Increase weekend premium from sixty cents (\$0.60) to one dollar and twenty five cents (\$1.25)

Maintain existing language in the Collective Agreement.

4. Standby Payments

Effective April 1, 2007

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

- i) two dollars and nineteen (\$2.19) cents per hour on a regular working day(s);
- ii) four dollars and twelve (\$4.12) cents per hour on days off and Designated holidays.

This payment shall be in addition to any call back payment.

Applicable to Other Than Full Time EMS Employees.

Effective April 1, 2007, Other Than Full Time EMS employees shall be paid four dollars and twelve cents (\$4.12) for each hour on standby with a minimum payment of eight (8) hours each day on standby.

Effective April 1, 2007, removal of the list from Article 26.20 regarding standby.

5. LOU RE: EMS

**Letter of Understanding
Between
Canadian Union of Public Employees (CUPE), Saskatchewan Government and
General Employees' Union (SGEU), Service Employees International Union (SEIU)
And
Saskatchewan Association of Health Organizations (SAHO)**

RE: Review of EMS Issues

It is agreed that during the life of the Collective Agreement, SAHO, Employers and the Provider Unions will jointly review issues concerning EMS employees relative to:

- a) Maximizing full-time and part-time positions;
- b) Terms and conditions for other than full time employees including, but not limited to sick leave, benefit plans, and seniority; and
- c) Establishment of "integrated" (blended) Emergency Medical Services (EMS) positions, within traditional health care settings, such as Acute and Supportive Care.

All of which is agreed this _____ of _____, 2006.

FOR SAHO

FOR CUPE/SGEU/SEIU

6. Vacation Entitlement (accrual)

Maintain existing language and previously agreed upon language except for:
Add the following new article for CUPE (28.12) :

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Access to Vacation Credits

An employee shall have access to their vacation credits as earned. Seniority rights for access to vacation credits may be lost where such vacation would interfere with the normal operation of the facility or rights of others.

Accrual rate changes as below:

Effective April 1, 2007 an Employee shall accrue annual vacation credits on the following basis:

Article 28.02 a)

- i. During the first (1st) and subsequent years, including the third (3rd) year of continuous employment:

earn fifteen (15) days off (or one hundred and twenty (120) hours per year)

- ii. During the fourth (4th) and subsequent years of continuous employment, including the fourteenth (14th) year of continuous employment:

earn twenty (20) days off (or one hundred and sixty (160) hours per year)

- iii. During the fifteenth (15th) and subsequent years of continuous employment, including the twenty-fourth (24th) year of continuous employment:

earn twenty-five (25) days off (or two hundred (200) hours per year)

- iv. During the twenty fifth (25th) and subsequent years of continuous employment:

earn thirty (30) days off (or two hundred and forty (240) hours per year)

7. Family Illness Leave

Add the following language to Article 29.07:

When requesting family illness leave, employees will be expected to identify the family member who is ill, the general nature of the employee's involvement and the amount of time that is required.

8. Sick Leave – Article 30.03 b)

Effective April 1, 2007 Other Than Full Time Employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period access to accrued sick leave credits will be based on the average number of paid hours in the fifty two (52) weeks preceding the illness.

Where the employee provides advance notice of such illness or disability, the date of notification shall serve as the designated posted and confirmed period for the purpose of this Article and access to sick leave credits shall be based upon the average number of paid hours in the fifty two (52) week period preceding the illness.

9. Bereavement Leave – 29.05

- a) Effective April 1, 2007 add: 4 days – fiancé, former guardian
 2 days – niece and nephew

10. Professional Fees – 35.16

Effective April 1, 2006, the Employer shall reimburse eligible employees for associated professional or licensing fees that employees are required to pay by either statute or the Employer. The maximum reimbursement shall be one hundred and fifty dollars (\$150.00) or the professional fee amount established by the professional association required to practice as of January 1, 2006, whichever is greater.

Reimbursement for employees working in two (2) or more Regional Health Authorities shall receive entitlement under this provision from a maximum of one (1) Employer only.

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

Where employees retire during any professional or licensing year, the Employer shall reimburse such employees for professional or licensing fees in accordance with this article.

11. Transportation

Effective date of signing of the Collective Agreement, the per kilometer rate shall be adjusted to thirty-eight cents (\$0.38).

Delete Article 35.03 d), and replace with:

Effective April 1, 2006, the transportation rate shall be adjusted (increased or decreased) to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI) for January 2006 over October 2005. The adjustment percentage will be rounded off to the nearest one-hundredth (1/100) of one per cent. The amount of the adjustment yielded by the procedure shall be rounded to the nearest one hundredth of one (\$0.001) cent.

Further reviews will be done according to the following table:

<u>Review Period</u>	<u>Effective Date</u>
January 2006 over October 2005	April 1, 2006
April 2006 over January 2006	July 1, 2006
July 2006 over April 2006	October 1, 2006
October 2006 over July 2006	January 1, 2007

Further reviews will continue every three (3) months following the above review periods.

12. Extended Health and Enhanced Dental

First Memorandum of Settlement shall include:

Increase in funding from 2.1% to 3.1% of Straight Time Payroll effective April 1, 2004.

Applies to SEIU Article 26.04, CUPE New Article and SGEU Article 28.04

Letter of Understanding

Between

Canadian Union of Public Employees (CUPE), Saskatchewan Government and General Employees' Union (SGEU), Service Employees International Union (SEIU)

And

Saskatchewan Association of Health Organizations(SAHO)

RE: Extended Health and Enhanced Dental Benefits Plan

The Employer assures that the current level of benefits provided pursuant to the Extended Health and Enhanced Dental Benefit Plan as of April 1, 2004 will continue at no cost to the employee, until March 31, 2005.

Funding required to maintain the plan in accordance with the above paragraph and any surpluses generated will be used to provide benefits within the Extended Health and Enhanced Dental Plan for the Health Provider employees.

All of which is agreed this _____ of _____, 2006.

FOR SAHO

FOR CUPE/SGEU/SEIU

Second Memorandum of Settlement shall include:

Maintain funding of 3.1% of Straight Time Payroll.

Letter of Understanding

Between

**Canadian Union of Public Employees (CUPE), Saskatchewan Government and
General Employees' Union (SGEU), Service Employees International Union (SEIU)**

And

Saskatchewan Association of Health Organizations (SAHO)

RE: Extended Health and Enhanced Dental Benefits Plan

The Employer assures that the current level of benefits provided pursuant to the Extended Health and Enhanced Dental Benefit Plan as of April 1, 2004 will continue at no cost to the employee, until March 31, 2008.

Funding required to maintain the plan in accordance with the above paragraph and any surpluses generated will be used to provide benefits within the Extended Health and Enhanced Dental Plan for the Health Provider employees.

All of which is agreed this _____ of _____, 2006.

FOR SAHO

FOR CUPE/SGEU/SEIU

13. PEBA - LOU

- a) Increase Employer contributions to 6.45% for employees enrolled in the PEPP.
- b) Employer contributions of an additional 1.45% up to *The Income Tax Act* maximum for employees enrolled in the PSSP who opt to enroll in the PEPP.

14. Market Supplement

**Letter of Understanding
Between
Saskatchewan Association of Health Organizations (SAHO)
And
Service Employees International Union (SEIU)
Canadian Union of Public Employees (CUPE)
And
Saskatchewan Government and General Employees' Union (SGEU)**

RE: MARKET SUPPLEMENT PROGRAM

I. Market Supplement Implementation

The objective of the Market Supplement Program is to ensure that Saskatchewan health care employers can attract and retain the employees required to provide appropriate health care services to the people of Saskatchewan,

It is agreed, employer(s) and/or the Union(s) will identify areas/classifications where skill shortages have or may impede future service delivery. Either party may submit a recommendation to the SAHO Market Supplement Review Committee. For the implementation of a market supplement wage rate the following provisions shall apply:

1. The Market Supplement Review Committee must request market information from employers within (15) days of the date that the request is submitted to the Committee.
2. The Market Supplement Review Committee shall render its decision within forty-five (45) working days of the date the Committee requests labour market information from SAHO's employer membership. If the SAHO Market Supplement Review Committee fails to act or render its decision within the above timeframes, the issue of a market supplement shall be referred to adjudication as set out below.
3. The Market Supplement Review Committee shall fully disclose to the Union(s) the reasons for its determination of a market supplement request at the time the decision is rendered. Such disclosure shall include the Market Supplement Review Committee's final report and, upon request of the Union(s), labour market information submitted by SAHO or SAHO's employer membership to the Market

Supplement Review Committee, including but not limited to documents containing information on:

- a) Service delivery impacts: service delivery impacts are analyzed, including options for alternative service delivery models.
- b) Turnover rates: an annual turnover (loss of Employees to other competitor Employers) ratio to the existing staff complement in any given occupation. Local analysis of reasons for leaving will be necessary to determine any trends that may be emerging.
- c) Vacancy rate analysis: whereby the frequency and timing of vacancy occurrences (i.e., seasonal; always following an event; etc.) are analyzed for trends that may affect recruitment/retention efforts.
- d) Recruitment issue analysis: whereby issues such as length of recruitment times, training investments, licensing issues, supply and demand issues, etc. are analyzed for trends which may affect recruitment/retention efforts.
- e) Salary market conditions: affected Employer's salary levels are lower than other Employers that affected Employers would expect to recruit Employees from, or other Employers that affected Employees are recruited to. This may be local, provincial, regional or national depending on the occupational group and traditional recruitment relationships. Cost of living considerations may or may not be appropriate to factor into market salary comparisons.

Should the Market Supplement Review Committee fail to act or render a decision, or if the Union(s) disagrees with the decision, within the timeframes in I (2), this disclosure shall occur upon receiving notice of referral to adjudication from the Union(s).

4. Where the SAHO Market Supplement Review Committee does not recommend that a classification receive a market supplement, the matter may, within a period of forty-five (45) working days from the date of the report, be referred to the Market Supplement Adjudicator in accordance with Section II – Market Supplement Adjudication.
5. Where the SAHO Market Supplement Review Committee report recommends a market supplement, the determination of market supplemented wage rates shall be subject to negotiation by the Unions and SAHO. Should agreement not be reached by the parties in such negotiations within a period of forty-five (45) working days from the date the Union receives the report, the matter shall be referred to the Market Supplement Adjudicator, in accordance with Section II – Market Supplement Adjudication.

6. The effective date for the market supplement shall be the date of the Market Supplement Review Committee report.

II. Market Supplement Adjudication

1. The determination of market supplement wage rates shall be subject to negotiation between the Union(s) and SAHO.
2. Where agreement on a market supplement wage rate cannot be reached by the Union(s) and SAHO, or where the SAHO Market Supplement Review Committee does not recommend that a classification receive a market supplement either expressly or in a timely manner, the matter may be referred to an adjudicator, Phil Johnson, for final determination. In the event that Phil Johnson is not available to conduct the adjudication and render a decision within the time frames identified below, the matter shall be referred to an alternate adjudicator who is mutually acceptable to both the Union(s) and SAHO
3. The Market Supplement Adjudicator shall hear the matter within twenty-eight (28) calendar days of it being referred.
4. In the case of review on the matter of whether a market supplement is appropriate, both the Union(s) and SAHO shall be limited to presenting only the following labour market review criteria: service delivery impacts, turnover rates, vacancy rate analysis, recruitment issue analysis and salary market conditions as defined in I. 3. a) to e).
5. The jurisdiction of the Market Supplement Adjudicator in determining a market supplement wage rate, or determining whether or not a market supplement is appropriate, shall be limited to the labour market criteria as listed above.
6. In the case where a market supplemented wage rate is disputed, both the Union(s) and SAHO shall present a proposed market supplemented wage rate, and shall be entitled to present supporting written documentation. Witnesses shall not be utilized in the hearing.
7. The Market Supplement Adjudicator in determining a market supplement wage rate or determining whether or not a market supplement is appropriate shall be limited to choosing the Unions' or SAHO's final position.
8. The Market Supplement Adjudicator's decision will be binding to all three Unions, the Employer and SAHO regardless of which party initiated the adjudication.
9. The Market Supplement Adjudicator decision shall be published within seven (7) calendar days of the hearing. Sufficient detail to explain the rationale for the

decision shall be included in the written decision. The decision shall be final and binding on the parties and will not be subject to appeal.

10. The Union(s) and SAHO will equally share the costs of fees and expenses of the Market Supplement Adjudicator.

III. Market Supplement Eligibility and Review

1. Market supplemented wage rates shall be payable to all eligible employees in the wage schedules classification, subject to paragraphs three (3) and four (4) below.
2. Employees shall be eligible for the above market supplement wage rates if they are employed on the date the market supplement becomes effective, or if they are hired after the date the market supplement becomes effective.
3. The market supplement wage rates shall be reviewed annually from the date of agreement reached by the Union(s) and SAHO, or the Market Supplement Adjudicator. Should market conditions change so that a review sooner than the annual one is required, the SAHO Market Supplement Review Committee shall undertake such review. Disclosure to the Unions shall be undertaken by the Committee in accordance with I (3).
 - a) If the Market Supplement Review Committee determines that a further market supplement is warranted, then the Union(s) and SAHO shall meet to negotiate the new market supplement rate, or failing same, will refer the matter to an adjudicator in accordance with the provisions outlined in II (2) through II (9).
 - b) If it is determined by the Market Supplement Review Committee or an Adjudicator that a market supplement rate is no longer needed, then the market supplement wage rate shall be frozen and existing and newly hired employees shall be entitled to the market supplemented wage rates until such time as the Collective Agreement wage schedule rate matches or exceeds it.
 - c) It is understood that the market supplemented wage rate is separate to the Collective Agreement Pay Equity Pay Band Schedule A and is not used in the calculation of the general wage percentage increases for the Pay Equity Pay Band rates. General wage percentage increases shall be calculated on the “base wage” only, and the market supplement portion of the “total wage” shall be added to the newly revised “base wage.” This process shall not apply to frozen market supplemented wage rates as set out in b) above.

4. Market supplement earnings shall be considered pensionable earnings, shall be subject to statutory deductions, shall be included in the calculation of employee benefits where appropriate and shall be subject to union dues deductions as per the formula determined by the Union(s).

5. Should the Union(s) or SAHO wish to modify or discontinue the terms or conditions of this Letter of Understanding, the party wishing to do so will provide the other party with ninety (90) days notice of the change or discontinuation. The parties shall meet within fourteen (14) calendar days from notification to discuss the matter.

All of which is agreed this _____ of _____, 2006.

FOR SAHO

FOR CUPE/SEIU/SGEU

15. Graduate Rates of Pay

**Letter of Understanding
 Between
 Canadian Union of Public Employees (CUPE), Saskatchewan Government and
 General Employees' Union (SGEU), Service Employees International Union (SEIU)
 And
 Saskatchewan Association of Health Organizations (SAHO)**

RE: Wage Rates for Graduates

The following principles and definitions shall be applied to future graduate positions.

An employee who is a graduate of an educational program who has been hired into a position subject to certification/registration and is waiting to write a national certification/registration exam or a licensure exam or awaiting results of such exam shall

be paid 90% of Step 1 of the base rate of the applicable classification. Upon successfully writing the exam, employees shall be adjusted in their rate of pay to Step 1 of the base rate of the applicable classification retroactive to the date of hire or the date of successful writing of the exam whichever is more recent.

Notwithstanding the above, this letter of understanding does not provide compensation to students who are required to train on the job as part of their formal education.

All of which is agreed this _____ of _____, 2006.

FOR SAHO

FOR CUPE/SGEU/SEIU

16. Joint Job Evaluation

**Letter of Understanding
Between
Saskatchewan Association of Health Organizations (SAHO)
And
Service Employees International Union (SEIU)
Canadian Union of Public Employees (CUPE)
And
Saskatchewan Government and General Employees' Union (SGEU)**

Re: Implementation Issues – Provider Group Joint Job Evaluation

The Parties agree to the principles of Equal Pay for Work of Equal Value, and will not knowingly undermine the Joint Job Evaluation Program.

- a. The Parties agree that implementation of the results of the Provider Group Joint Job Evaluation Plan, was based upon both the October 3, 2003 Memorandum of Agreement and the Implementation Agreement dated April 5, 2004. The Parties agree that such Agreements shall remain in place.

- b. The Parties agree that all equivalencies established as of October 3, 2003 where an employee was grandfathered with the qualifications equivalent to the classification in which they were placed, shall be continued. It is further agreed that where all such equivalencies are transferable they shall be transferable within all Provincial Job Descriptions for all Provider Group Unions. Such grandfathering shall continue until the employee terminates from all employer(s).

The Parties recognize that the qualifications on the Provincial Job Descriptions were established for rating purposes and reflect the required educational training but should not be used to discriminate against current employees who have previously performed the work and/or have the seniority and ability sufficient to perform the work. For the purposes of implementing this paragraph the following principles shall be used for the establishment of qualification equivalencies:

- i. Where certification and/or licensing can be obtained through gaining necessary experience, the attainment of the certification and/or license shall be deemed to be the equivalent of successful completion of education, e.g. power engineer can be certified and licensed by completing the required amount of “firing time” and successfully passing the government examinations.
- ii. Where past practice demonstrates that an individual with sufficient directly related previous experience can satisfactorily perform the job, then this directly related experience hours/years in the ratio of 2 to 1 for hours/years of education shall be deemed to be equivalent. The directly related experience has to be within a specified period of time e.g. 2 years directly related experience would equal 1 year of education within the last five years preceding the application for the job.
- iii. Where the job has specific qualification requirements and an individual has held the job through having the requisite qualifications or the equivalent qualifications after October 3, 2003, the individual shall be deemed to have the qualification(s) and the qualification(s) may be transferable with the individual to other jobs that have the same qualification(s).
- iv. Should the qualification(s) change on the Provincial Job Description, the employee will be deemed to have the equivalent qualification(s) and the qualification(s) may be transferable with the individual to other jobs that have the same qualification(s).
- v. Where **an** individual without the qualification(s) or the equivalent experience is hired into, or awarded a position, he/she shall be expected to perform the majority of duties within the time period for on-the-job training as specified within the Rating Rationale documentation. **As** a condition of maintaining employment in this position **and** classification, the individual will need to demonstrate they have embarked on/enrolled in a program or process that will result in he/she obtaining the qualification(s) in the specified period of time. **As** well, the individual will need to demonstrate an ongoing participation in the program or process, at a minimum of every 6 months. Should the individual not meet the condition above, he/she shall revert to casual status in a classification that the individual is qualified for and as negotiated by the

parties (SEIU, SGEU) or re-employment list (CUPE) (this shall not be considered a lay-off) as negotiated by the parties.

c. EMS Positions

- i. An employee working as an EMT in a blended position shall be paid at the appropriate rate and step of the HSAS Collective Agreement for the EMT portion of the position, except where otherwise negotiated by the Parties.
- ii. In cases where an employee's non EMS portion of the position has a rate of pay higher than the EMS portion the employee shall not suffer any reduction in pay when performing EMS duties (e.g. LPN/EMR; LPN/EMT; LPN/EMTA).

d. Outstanding Bundling Issues

If the Union and the Employer cannot agree on outstanding bundling issues during negotiations over same, the matter may be referred to a mutually agreed-upon classification adjudication process. Where the parties cannot agree to a sole Adjudicator, an alternate mutually agreed to process will be established. The cost of the Adjudicator and any other common expenses (e.g. room rental) shall be shared equally by the Parties.

e. "300" Series Classifications and Jobs in Dispute

Employees in classifications that are on the outstanding bundling issues list or in dispute and those in the 300 series classifications, that flowed from the original reconsideration process, shall receive retroactive pay back to April 1, 2003 and shall include the lump sum payment (April 1, 2001 to March 31, 2003) where applicable. Retroactivity and any legal recovery of monies will be in accordance with the April 5, 2004 Implementation Agreement.

All of which is agreed this _____ of _____, 2006.

FOR SAHO

FOR CUPE/SEIU/SGEU

The following language replaces CUPE Article 20.01.

Creation of New Classifications or Changes to Existing Classifications

- a) The Parties agree that the current job descriptions are those Provincial Job Descriptions established through the Provincial Joint Job Evaluation and/or the Maintenance Plan. The Employer will provide, upon request, Joint Job Evaluation Job Descriptions, relevant to each facility, agency, and service within the Regional Health Authority.
- b) Upon the creation of all new classifications, the Employer shall forward all relevant information to the Union and thereafter, the Parties will commence negotiations in regards to scope.
- c) Upon creation of all new classifications, the Parties agree that the Maintenance Letter of Understanding, dated and signed October 3, 2003 shall govern in regards to establishing an appropriate rate of pay. Upon completion of the rating process, the appropriate pay band shall be applicable and the successful applicant shall receive this rate of pay upon commencing in the position.
- d) Where there are any significant changes to the content or qualifications of any existing classifications or positions, the parties agree that the Maintenance Letter of Understanding, October 3, 2003 shall govern in regards to establishing an appropriate rate of pay.
- e) Where the Maintenance Committee undertakes an annual review of jobs, the effective date of any change in pay bands will be the 1st Sunday following the completion of the review.
- f) Where a new classification is created provincially and an interim wage rate is established that is greater than the final rate of pay as determined by the Maintenance Committee the incumbent's pay shall be adjusted to the final rate the 1st Sunday following the completion of the review and he/she shall not be required to make retroactive payment to the Employer.
- g) Where a new classification is created provincially and an interim wage rate is established that is lower than the final rate of pay as determined by the Maintenance Committee the incumbent's pay shall be adjusted to the final rate the 1st Sunday following the Completion of the review and retroactive pay shall be effective back to the date the Employee commenced in the position.
- h) Where the rate of pay for an existing classification is adjusted downward by the Maintenance Committee, the incumbent(s) shall retain their current rate of pay and shall not receive any negotiated wage increases until such time as the pay equity rate of pay for that classification equals or surpasses the incumbent(s) current rate of pay. New hires to the classification shall be paid at the pay equity rate of pay for that classification.
- i) The Employer agrees that if they intend to introduce a classification(s) contained within the Joint Job Evaluation Provincial Job Descriptions not presently in existence in a facility, agency or department, they shall notify the Union in advance. Such notification shall include, but not be limited to, the Provincial Job Description (identifying required duties), Pay Band and the rationale for introducing the classification.

- j) The Parties agree that no changes can be made to the Provincial Provider Group Joint Job Evaluation Plan, the Maintenance Agreement, Factors, Weights, Pay Bands, or any other component of the Job Evaluation Program without the approval of the Parties to the Provider Union Collective Agreement(s).
- k) Should the Maintenance Committee recommend the creation of pay bands beyond Pay Band 21, the Parties shall meet to establish the new pay bands based on the established point band size and wage line promotion formula.

**Letter of Understanding
Between
Saskatchewan Association of Health Organizations(SAHO)
And
Service Employees International Union (SEIU)
Canadian Union of Public Employees (CUPE)
And
Saskatchewan Government and General Employees' Union (SGEU)**

**RE: IMPLEMENTATION OF THE JOINT JOB EVALUATION
RECONSIDERATION PROCESS AND MAINTENANCE PLAN**

It is understood that the Provider Group Joint Job Evaluation Program (including both the Reconsideration process and Maintenance Plan) will not be tied to the participation of any other Union. The Program may operate in conjunction with programs involving other Unions or the parties, by mutual agreement, may allow other Unions to participate.

Further to VIII Information to the Parties of the Maintenance Agreement, a Committee of the Parties will be established to whom the Maintenance Committee will report and will require full and timely co-operation from SAHO, Employers and the Provider Group Unions. The Establishment of the Committee of the Parties in no way lessens the role and authority that is already established in the Maintenance Plan for the Maintenance Committee. The Committee of the Parties will deal with the recommendations of the Maintenance Committee, as per the Maintenance Agreement and other matters that are not covered and may arise.

Further, it is understood that upon resolution of all of the outstanding “bundling” and “disputed” items, that the original Reconsideration Process of the Joint Job Evaluation Program is completed.

All of which is agreed this _____ of _____, 2006.

FOR SAHO

FOR CUPE/SEIU/SGEU

Saskatchewan Association of Health Organizations (SAHO)
And
Service Employees International Union (SEIU)
Canadian Union of Public Employees (CUPE)
And
Saskatchewan Government and General Employees' Union (SGEU)

Re: REVIEW OF TECHNOLOGIST/TECHNICIAN CLASSIFICATIONS

The parties recognize that there were problems in the rating of the technological and technical classifications as a group. To resolve the outstanding issues, the parties agree to place the matter in the hands of the Reconsideration Committee.

To ensure that the job content of the technologist/technician jobs is fully accounted for within the evaluation system, the Reconsideration Committee will conduct a thorough review of all the technologist/technician classifications listed in the attached revised Appendix A.

The review will include:

- a) **An** orientation to technologist/technician classifications for members of the Reconsideration Committee; and
- b) Interviewing incumbents and their supervisors and visiting job sites where such observation would increase the understanding of these jobs by the raters; and
- c) Modifying notes to raters to reflect the interpretation of the level definitions to include the job content of technologist/technician classifications.

Market Supplements currently being paid in any classification shall remain in force and effect according to their terms under a Collective Bargaining Agreement or Letter of Understanding relating to Market Supplements, except as they may be affected by JJE adjustments. Current and newly-hired employees shall maintain existing current hourly rates of pay plus the Market Adjustment or Market Supplement.

In addition, all current and newly-hired employees employed in classifications listed in the attached list shall, pending the outcome of the reconsideration process, continue to be paid salaries in accordance with the schedules set out in the current Collective Bargaining Agreement where the maximum hourly rate of the current salary grid for the classification is greater than the new salary/pay band resulting from the implementation of JJE results.

This Letter of Understanding will no longer be in force and effect once the outstanding issues regarding technologist/technician classifications are adjudicated.

All of which is agreed this _____ of _____, 2006.

FOR SAHO

FOR CUPE/SEIU/SGEU

Appendix "A"

Job Classification	JJE Job #
Cardiac Sonography/Cardio Tech W/S	261
Cardio/Neuro Services Team Sup	223
Cardio/Sonographer W/S	255
Cardiology Tech	72
Cardiology/Neurology Tech	224
Cardiology/Tech Wk Supervisor	154
Cardiovascular Tech	89
Certified Laboratory & X-ray Tech I	6
Certified Laboratory & X-ray Tech II	71
Clinical Engineering Technologist	30
Clinical Eng Working Sup	74
Cyto Tech II	220
Cytogenetics Tech	101
Cytology Instructor	229
Cytology Technologist III	215
Cytotechnologist I	218
Diag Med Sonographer	105
Diagnostic Cardio Sonographer	255
Diagnostic Med Sono W/S	247
Diagnostic Med Sono/Instructor	158
Hardware Systems Tech	275
Informatics Coordinator	206
Information System Team Leader	58
Information Systems Tech	57
Information Tech Administrator	31
Information Technology Analyst I	12
Information Technology Analyst II	109
Interventional Services Team Leader	216
Magnetic Res Imaging Tech W/S	198
Magnetic Resonance Imag Tech	189
Med Lab Technologist/Radiology W Sup	228
Med Lab I	70
Med Lab II	129
Med Lab III	134
Medical Rad Supervisor	144
Medical Rad Tech	25
Medical Rad Tech Specialty	34
Neurophysiology Tech	73
Neuro/Tech W/S	260
Nuclear Med Tech III	214
Nuclear Medical Technician I	193
Nuclear Medicine Tech II	194
Polysomnographic Tech	195
Polysomnographic Tech W/Sup	199
Process Analyst Assistant	180

Pulmonary Function Supervisor	150
Pulmonary Functional Tech	184
Pharmacy Technician	3
Pharmacy Technician Working Supervisor	140

The SAHO Bargaining Committee commits to place a reprint of the original documents in each collective agreement regarding JJE signed by SAHO, CUPE, SGEU and SEIU..

17. Letters of Understanding

All Letters of Understanding attached to the Memorandum of Settlement, will come into force and effect upon ratification by the parties.

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