

Collective Agreement

Between

Saskatchewan Association of Health
Organizations

and

Health Sciences Association of Saskatchewan

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12/31/2001

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ARTICLE 1 - DEFINITIONS

- 1.01 "Affiliate" shall mean a facility or agency that receives funding from a district health board to operate.
- 1.02 "Casual Employee" is a person who:
- (i) works on a call-in basis and is not regularly scheduled; or
 - (ii) is regularly scheduled for a period of three (3) months or less for a specific job.
- Casual employees shall be entitled to all benefits and rights in accordance with both the Benefit Plan Documents and the Collective Agreement.
- 1.03 "Classification" shall refer to each level or levels of positions within an occupational group.
- 1.04 "Date Of Employment" shall mean the date the employee last commenced employment with the Health District or its affiliates.
- 1.05 "Day" shall mean the twenty-four (24) hour period calculated from the time the employee commences work.
- 1.06 "Demotion" shall mean the movement of an employee from one classification to another classification having a lower rate of pay.
- 1.07 "Employee(s)" shall mean employees covered by this Agreement.
- 1.08 "Employer" shall mean all Health Districts and affiliates covered by this Agreement which may be amended from time to time through voluntary recognition or by an Order of the Labour Relations Board.
- 1.09 EMS shall mean emergency medical services where Emergency Medical Technicians, Emergency Medical Technicians - Advanced and Paramedics are employed.
- 1.10 "Fiscal Year" shall mean the period between April 1 and March 31 of each year.
- 1.11 "Full-Time Employee" shall mean an employee who is regularly scheduled to work the hours of work defined in Article 14.01.
- 1.12 "Immediate Supervisor" shall mean the individual to whom the employee reports and from whom the employee takes instructions.

- 1.13 "Occupational Group" shall mean a profession represented by Health Sciences Association of Saskatchewan.
- 1.14 "Part-Time Employee" shall mean an employee who works less than the standard hours of work of a full-time employee, as defined in Article 14.01, on a regular basis.
- 1.15 "Parties" shall mean:
- (1) Health Sciences Association of Saskatchewan, and
 - (2) Health Districts and affiliates.
- 1.16 "Position" shall refer to a specific set of responsibilities and duties within a classification.
- 1.17 "Promotion" shall mean the movement of an employee from one classification to another classification having a higher rate of pay.
- 1.18 "Reclassification" means a substantive bona fide change to any or all of the following (a) through (c) for any existing classification/position:
- (a) Job duties and responsibilities;
 - (b) Experiential requirement for the classification/position;
 - (c) Educational qualification required for the classification/position.
- 1.19 SAHO shall mean the Saskatchewan Association of Health Organizations.
- 1.20 "Standby" shall mean any period during which an employee is not on regular duty but is designated on standby. During this period, she must be available to respond without undue delay to a request to return to duty.
- 1.21 "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
- (i) for a specific job of more than three (3) months and less than six (6) months or;
 - (ii) to replace a full-time or part-time employee who is on an approved leave of absence for a period in excess of three months; or
 - (iii) to replace a full-time or part-time employee who is on a leave due to illness or injury where the employee on leave has indicated to the employer that the duration of such leave will be in excess of three (3) months.

Temporary employees shall be entitled to all benefits and rights in accordance with both the Benefit Plan Documents and Collective Agreement. Upon termination of the temporary position, the employee's status will be determined by Article 20.03 of this Agreement.

- 1.22 The personal pronouns "he", "she", "him", "her", "hers", as used in this Agreement shall be construed **as** referring to individuals of either gender.
- 1.23 "Transfer" shall mean the voluntary movement of a qualified employee from one position to another position in the same or different classification with the same rate of pay.
- 1.24 Union shall mean the Health Sciences Association of Saskatchewan.
- 1.25 "Week" shall mean the period between midnight Saturday and midnight on the immediately following Saturday.

ARTICLE 2 - SCOPE

This Collective Bargaining agreement shall apply to those employees represented by the union pursuant to an Order of the Labour Relations Board, unless mutually agreed otherwise by the union and employer.

Where the employer creates a new position which might reasonably fall within the scope of this bargaining unit or makes changes to the description of a position that may affect the inclusion or exclusion of the position within the scope of this agreement, the employer will inform the union.

ARTICLE 3 - UNION RECOGNITION

3.01 Recognition

SAHO and the employers recognize the union **as** the **sole** bargaining agent for all employees within the scope of this Collective Bargaining Agreement.

SAHO and the employers agree to negotiate with the union and its designated representatives in all matters affecting the relationship between the employers and their employees relating to conditions of employment, rates of pay, hours of work and other working conditions including the means of settling disputes and grievances.

3.02 No Individual Agreements

No employee shall be required or permitted to make a written or verbal agreement with an employer representative that may conflict with the terms of this Collective Bargaining Agreement.

3.03 Union/Employer Organization Information

- (a) The employer shall provide copies of up-to-date organizational charts to the union.
- (b) The union shall provide the employer with an up-to-date list of Union Representatives and Officers.

ARTICLE 4 - UNION SECURITY

4.01 Union Membership

1.A.2
Every new employee shall, within thirty (30) days, apply for and maintain membership in the union as a condition of employment. The employer shall provide new employees with a copy of the Collective Agreement at the beginning of their employment. The Employer shall have new employees sign authorization cards for deduction of dues, such cards to be provided by the union.

1.C
Every employee who is a member of the union shall maintain membership in the union as a condition of employment. In those special circumstances where an employee is not required to maintain membership in the union, that employee shall, as a condition of employment, pay to the union the dues required to be paid by members.

4.02 Dues Check-Off

The employer shall deduct initiation fees, assessments and monthly dues from the wages of each employee covered by this agreement. Deductions shall be made no later than the last pay period each month and shall be remitted to the provincial HSAS office within two (2) weeks after the deductions have been made or on the 15th of the following month.

When remitting dues, the employer shall also provide:

1. List of employee names
2. List of newly hired and terminated employees, along with dates
3. Employee type
4. Employee status

5. Actual hours worked and hourly rate for each employee
6. Regular earnings for each employee
7. The amount of dues and initiation fees (if applicable) deducted from each employee

On a quarterly basis, the employer shall also provide the name and address of each HSAS employee, along with their classification and work site.

4.03 Change In Dues

The union shall notify the employer in writing, of changes to the initiation fees, assessments and monthly dues not less than thirty (30) days before the effective date.

4.04 Dues Payments While Assigned To An Out-Of-Scope Position

A union member temporarily assigned to an out-of-scope position will have dues deducted from regular earnings received while temporarily filling the out-of-scope position.

4.05 Orientation Of New Members

During a newly hired employee's orientation period, a union representative from the District shall be provided up to a maximum of thirty (30) minutes, plus necessary travel time, from her regular shift of duty without loss of pay in order to introduce the union to the employee.

ARTICLE 5 - NO DISCRIMINATION

The employer and the union agree that, subject to bona fide occupational requirements and/or any exemptions or other orders granted by the Saskatchewan Human Rights Commission, there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of disability, age, race, creed, colour, ancestry, national origin, political or religious affiliation, sex, sexual orientation, marital or family status, receipt of public assistance, nor by reason of membership or activity in the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

The union acknowledges that it is the right of the employer to manage its operation and to direct the work force. Management rights are subject to the terms of the Collective Agreement.

ARTICLE 7 - DISCIPLINE

7.01 No Discharge Without Cause

No employee shall be discharged except for just cause.

7.02 Progressive Discipline

Progressive discipline will be used in dealing with employees whose conduct is not satisfactory.

7.03 Right To Union Representation

In all cases where the employer considers the employee's conduct warrants disciplinary action, the employee will be afforded the opportunity of having a union representative in attendance.

7.04 Disciplinary Documentation

Any written disciplinary documentation presented to the employee will also be copied to the union.

Written documentation of disciplinary action shall be removed from the employee's personnel file, provided there has been no further documentation of disciplinary action, as follows:

- 2 years for discipline up to suspension
- 3 years including suspension or more serious discipline.

ARTICLE 8 - GRIEVANCE PROCEDURE

The employer and the union are desirous of maintaining positive relations and of encouraging a professional relationship between employees and the employer. The parties agree to attempt to resolve differences between them in an amicable way and, as much as possible, without recourse to the decision of any third party. They will endeavor to seek solutions that will be of mutual benefit to employees and the employer.

8.01 Grievance Defined

- (a) A grievance means any difference or dispute between the employer and any employee(s), or the union.
- (b) Where a dispute involves a question of general application or interpretation of the Collective Agreement, the employer or the union may submit the dispute directly to the other party in writing, for formal resolution according to Article 8.06.

8.02 Union/Employer Representation

To provide an orderly process for settling grievances, the union shall elect or appoint Union Representatives for each Health District. The union shall notify the employer, in writing, of the names of the Union Representatives and of any changes made therein.

The employer will, from time to time, advise the union in writing of the manager(s) designated to resolve grievances.

8.03 Permission To Leave Work

L.D. 2
NA

The employer agrees that the grievor and Union Representative may leave assigned duties temporarily in order to discuss matters related to a grievance. The grievor and Union Representative shall request permission of their supervisor(s) and suitable arrangements shall be made by the supervisor(s) prior to the employees leaving. Neither the grievor nor Union Representative shall suffer any loss of pay for the time so spent.

8.04 Informal Discussion

It is the desire of the parties hereto that differences or disputes of employees be addressed as quickly as possible. Employees or the union may refer such differences or disputes to the immediate supervisor concerned **as** soon as possible upon cause of complaint and, in any case, within fourteen (14) calendar days. The employee is entitled to be accompanied by a Union Representative. The immediate supervisor shall give a decision verbally within fourteen (14) calendar days.

8.05 Expedited Grievance

Where a dispute involves the discharge **of** an employee, the union may immediately submit the grievance, in writing, according to the Grievance Procedure in Article 8.06.

8.06 Grievance Procedure

If the decision of the immediate supervisor is not satisfactory to the employee or to the union, the union may within fourteen (14) calendar days, refer the grievance, in writing, to the Employer Designate concerned, with a copy to Human Resources. The Employer Designate shall discuss the grievance with the Union Representative and shall render a written decision within fourteen (14) calendar days of receiving the grievance.

8.07 Alternate Dispute Resolution

6. A. 2. The parties may agree to resolve the grievance through means such as mediation or expedited arbitration.

8.08 Arbitration

Failing satisfactory settlement of the grievance by the Employer Designate or alternate dispute resolution process, the matter may be referred to Arbitration in accordance with the applicable provisions of *The Saskatchewan Trade Union Act*. In any grievance, the parties may agree to refer the matter to a single arbitrator. The Arbitration Board shall submit copies of any decision or award to the employer, the union and the Saskatchewan Association of Health Organizations.

If the grievance is not referred to Arbitration as therein provided, or to an alternate dispute resolution process, within twenty-eight (28) calendar days of receipt of the decision of the Employer Designate, the grievance shall be deemed to have been settled.

8.09 Time Limits

Failure on the part of any Supervisor or Employer Designate to reply within prescribed time limits, shall give the union the right to proceed to the next step. The time limits set out above may be extended by mutual agreement.

8.10 Final And Binding - No Work Stoppage

The decision of the Arbitration Board shall be final and binding on the parties, and there will be no stoppage of work because of the grievance. The Arbitration Board shall not have the power to add to, subtract ~~from~~, or amend any of the provisions of this Agreement.

ARTICLE 9 - SENIORITY

9.01 Seniority Defined

- (a) Seniority means the number of hours worked, exclusive of overtime, and all hours as set out in Article 9.02 that an employee has accumulated while working from the last date the employee commenced employment with the Health District and/or its affiliates. Seniority shall not apply during the probationary period, however, once the probationary period has been completed, seniority shall be credited from the last date of employment.
 - (b) In addition to Article 9.01(a), employees on standby shall be credited with seniority as follows:
 - (i) all call in/back hours paid at straight time.
 - (ii)
$$\frac{\text{Hours on Standby}}{6} = \text{Hours of Seniority}$$
- Refer to Appendix A for the manner in which standby hours will be included in seniority
- (c) In no case shall an employee accumulate annual seniority in excess of full-time hours for that classification as determined in Article 14.
 - (d) Seniority accumulated prior to December 5, 1999, shall be credited according to Appendix B.

9.02 Accrual Of Seniority

Seniority shall accrue during:

- (a) the first one hundred and nineteen (119) calendar days of sick leave including time on E.I. sick benefit;
- (b) unpaid leaves of absence up to and including one hundred and sixty-eight (168) work hours in a calendar year;
- (c) hours absent while receiving benefits from the Worker's Compensation Board;
- (d) temporary positions, out-of-scope of any union, with the employer not to exceed twelve (12) months unless extended by mutual agreement with the union;

- (e) compassionate leave, pressing necessity leave, family responsibility leave, medical care leave;
- (f) jury duty and court service;
- (g) vacation leave;
- (h) leave for elected Public Office;
- (i) union leave;
- (j) all maternity/paternity/adoption/parental leave;
- (k) education leave up to twenty-four **(24)** months.

9.03 Maintenance Of Seniority

Seniority shall be maintained, but not accrue, during:

- (a) period of lay-off in excess of one month;
- (b) suspension for discipline;
- (c) unpaid leaves of absence over one hundred and sixty-eight (168) work hours in a calendar year;
- (d) sick leave including coverage by the Disability Income Plan in excess of one hundred and nineteen **(119)** calendar days;
- (e) the probationary period in a permanent out-of-scope position.
- (f) temporary positions in other bargaining units with the employer not to exceed twelve **(12)** months unless extended by mutual agreement with the union.

9.04 Loss Of Seniority

An employee shall lose all seniority if the employee:

- (a) terminates employment with all employers within a Health District;
- (b) is discharged for cause;
- (c) fails to return to work immediately following the termination of a leave of absence or within fourteen **(14)** days from receipt of notification by the Employer to return to work following a lay-off, unless in either case the employee can show a justifiable reason for failure to report to work;

- 10.E.1
- (d) is on lay-off from all employers within the Health District for more than three (3) years;
 - (e) fills any position not within the scope of this agreement on a temporary basis exceeding 12 months, unless mutually agreed otherwise;
 - (f) works exclusively in a permanent out-of-scope position and successfully completes the probationary period.

For (a) to (d) loss of seniority shall result in the termination of an employee.

9.05 Seniority List

The employer shall maintain a seniority list showing the date upon which each employee's service last commenced and including total seniority hours as calculated in Article 9.01. **An** up-to-date seniority list shall be posted in places accessible to all employees by March 1st of each year, with a copy to the union. The seniority list shall be open for correction for a period of thirty (30) days from the date of posting.

ARTICLE 10 - LEAVE OF ABSENCE

10.01 Leave Of Absence Without Pay

12.A.3

Insofar as the regular operation of the employer allows, a leave of absence without pay shall be granted to the employee provided the employee furnishes reasons for requiring such leave. Where the total consecutive months of leave would exceed twenty-four (24) months, the leave shall be granted only in exceptional circumstances.

On completion of the leave of absence, the employee shall return to the same salary level and same or comparable position held prior to taking such leave.

The employer shall not be required to grant leave if the request is for the purpose of permanent alternate employment.

10.02 Request For Leave Of Absence

Except in extenuating circumstances:

- (a) All requests for leave of absence must be submitted in writing twenty-one (21) days in advance to the immediate supervisor with a copy to the provincial HSAS office.
- (b) Requests to extend the leave will be submitted a minimum of 21 days in advance of the previously agreed upon date of return.

- (c) Requests to reduce the length of leave will be submitted a minimum of 21 days in advance of the new date of return.

Requests shall include dates of commencement and return. The employer shall provide the employee with written reasons if a request for leave of absence is denied.

10.03 Leave Without Pay Exceeding 31 Days

When leave of absence without pay is for thirty one (31) calendar days or more, no sick leave credits or annual vacation credits will be accumulated for the entire period of absence and a new anniversary date will be established for increment periods.

Prior to commencement of the leave, the employer shall inform employees of their options to continue Group Life Insurance and Disability Income Plan coverage during their leave.

10.04 Pressing Necessity

An employee shall be granted leave without pay for pressing necessity. Pressing necessity shall be defined as a sudden or unusual occurrence that could not, by the exercise of reasonable judgement, have been foreseen by the employee and which requires the immediate attention of the employee.

The employee may elect to use any entitlement to time off such as vacation, public holiday or earned time.

10.05 Bereavement Leave

Upon request, on the death of a family member, as herein defined, an employee shall be granted bereavement leave with pay from scheduled work occurring between the date of death and two (2) days after the funeral as follows:

- 12.0-3.4
- (a) Up to four (4) working days in the event of the death of the spouse, mother, father, brother, sister, son or daughter, or someone with whom they have an equivalent relationship.
 - (b) Up to two (2) days in the event of the death of a father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, or someone with whom they have **an** equivalent relationship.

In addition, the employee may request vacation, earned time or unpaid leave of absence as may be required for this purpose.

10.06 Family Responsibility Leave

(a) An employee may be granted leave of absence with pay to attend to a family member for whom she has a reasonable expectation for duty of care. Leave will be granted where the employee has made reasonable efforts to use other available solutions and the situation requiring the employee's attention is:

- Unforeseen, or
- Unpredictable, or
- Beyond the control of the employee, or
- Health related emergent or potentially life threatening to the family member

Employees may also request vacation, earned time or unpaid leave of absence as may be required for this purpose.

(b) Full-time employees shall earn family responsibility leave credits at the rate of one third (1/3) day per month [2.66 hours] to a maximum of five (5) days [40 hours]. Other than full-time employees shall earn family responsibility leave credits, prorated based on paid hours.

Probationary employees will not have access to family responsibility leave credits. Subsequent to successful completion of probation, employees will be credited with family responsibility leave credits earned during probation.

(c) Implementation of this Article shall be as per Appendix C.

10.07 Medical Care Leave

An employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time, shall be granted time off with pay. Such time off shall not exceed sixteen (16) working hours per fiscal year. Hours in excess of sixteen (16) hours per fiscal year shall be deducted from the employee's sick leave accumulation.

10.08 Service Leave

On request, employees with four or more years of service may, on one occasion only per fiscal year, be granted up to **four (4)** weeks unpaid leave of absence without loss of benefits.

10.09 Education Leave Of Absence

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- (a) Participation in pertinent educational programs is encouraged by the employer. 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 covering job-related topics. If the educational event occurs on an employee's day off, the employer may grant equivalent time off with pay. Tuition costs, registration fees, or expenses incurred may be paid by the employer.
 - (b) When the employer requires and requests the attendance of an employee at a conference or workshop, or similar educational session, normal salary and benefits shall be continued. When attendance is required on days off, employees shall be entitled to equivalent time off with pay. In addition, all registration or tuition fees and reasonable and substantiated expenses related to the session shall be paid by the employer.
 - (c) In addition to the provisions of 10.09 (b), EMS employees:
 - (i) attending education as required by Saskatchewan Health shall be paid their straight time hourly rate to a maximum of eight (8) hours for each education day or time spent, whichever is less;
 - (ii) successfully completing the following certification and re-certification programs, ACLS, BTLS, CPR, PALS and EMD and any other specific certification and re-certification programs deemed mandatory by the employer will be reimbursed for tuition costs.
 - (d) The employee's increment date will not change as a consequence of the first twenty-four (24) months of an educational leave of absence.

10.10 Leave For Union Business

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Insofar as the regular operation of the workplace permits, employees shall be granted leave of absence without pay for union business. Except in extenuating circumstances, requests for such leave must be submitted in writing to the immediate supervisor at least seven (7) calendar days, but preferably fourteen (14) calendar days in advance.

- (a) The employer agrees to continue to pay normal salary and benefits to the employees allocated on a short term basis of thirty one (31) calendar days or less to attend to union business and that the employer is to charge the union for reimbursement of the cost. Such costs shall only include:

- (i) Actual lost wages;
 - (ii) Employer's share of Canada Pension contributions;
 - (iii) Employer's share of Employment Insurance premiums;
 - (iv) Employer's share of SAHO Pension contributions or equivalent;
 - (v) Employer's share of Group Insurance premiums;
 - (vi) Employer's share of Disability Income contributions;
 - (vii) Workers' Compensation premiums; and
 - (viii) Employer's share of Extended Health Premiums;
- (b) On leaves of absence of more than thirty one (31) calendar days, and at the request of the union, the employer agrees to pay normal salary and benefits to an employee, and will charge the union, in addition to those costs set forth above, an appropriate amount for the following benefits:
- (i) annual vacation;
 - (ii) sick leave;
 - (iii) public holiday; and
 - (iv) dental plan premiums.

10.11 Maternity/Paternity/Adoption Leave

An employee who is expecting the birth or adoption of a child shall be entitled to maternity/paternity/adoption leave without pay, provided she presents a medical certificate confirming the probable date of confinement, or in the case of adoption, gives the employer notice of eligibility. Except in extenuating circumstances, the notice shall be submitted in writing twenty-one (21) days in advance of the leave and shall specify the probable date of commencement and the anticipated length of leave.

The following conditions shall apply:

- (a) Leave of Absence for maternity/paternity/adoption shall be for up to one (1) year as requested by the employee, except in extenuating circumstances when, in the opinion of a medical practitioner, the leave should be further extended.
- (b) Upon return from such leave, the employee will resume employment in the same or in a comparable position at the same step and range of pay occupied

prior to the granting of such leave. In the event the employee on Maternity/Paternity/Adoption Leave is affected by lay off, she shall be afforded access to the provisions of Article 25, Layoff And Work Resumption.

(c) Notice of intention to return to work or request for a change of the length of the leave of absence, must be forwarded to the employer twenty-one (21) days prior to the expiration of the leave. The employee shall be entitled to one (1) extension of said leave. However, the entire length of such leave of absence shall not exceed twelve (12) months.

(d) **An** employee shall have access to sick leave credits as per Article 11.07.

(e) Accrual of seniority when on such leave is calculated as follows:

(i) For full-time employees, seniority shall accrue as if they were working.

(ii) For other than full-time employees who have worked for one (1) year or more:

$$\frac{\text{Paid Hours In Previous 52 Weeks}}{52} = \text{Seniority Hours Per Week Of Leave}$$

(iii) For other than full-time employees who have worked for less than one (1) year:

$$\frac{\text{Paid Hours}}{\text{Number of Weeks of Employment}} = \text{Seniority Hours Per Week Of Leave}$$

10.12 Parental Leave

(a) **An** employee shall be granted unpaid parental leave, as provided for by the Employment Insurance Act, upon providing the employer with twenty-one (21) days notice.

(b) Upon return from such leave, the employee will resume employment in the same position or in a comparable position and at the same step and range of pay occupied prior to the granting of such leave.

(c) The employee shall give the employer twenty-one (21) days written notice of intention to return to work **or** to change the length of leave.

(d) Accrual of seniority when on such leave shall be in accordance with Article 10.11 (e).

ARTICLE 11 - SICK LEAVE

11.01 Definition Of Sick Leave

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Sick leave means the period of time an employee is absent from work because of disability due to illness or injury not covered by Workers' Compensation.

11.02 Reporting Of Absence

An employee who will be absent from duty as a result of sickness or disability shall notify her immediate supervisor or designate as soon as possible prior to the commencement of her scheduled shift. By failing to do so, except in extenuating circumstances, the employee shall be considered absent without leave and the employer may make a deduction in pay for the time which expires between the time the employee should have reported for work and the time at which the employee reported their sickness or disability.

11.03 Certification Of Illness/Disability

The Employer reserves the right to request a medical certificate in respect of absence due to illness or disability. This certificate shall be requested prior to or during such illness or disability.

11.04 Accumulation Of Sick Leave Credits

Full-time employees shall accumulate sick leave credits at the rate of one and one quarter (1 1/4) days per month worked up to a maximum of one hundred and sixty (160) days. Other than full-time employees shall earn sick leave credits on a pro rata basis.

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After one (1) month of continuous employment, each full-time and other than full-time employee shall be entitled to access sick leave credits accrued from the day of commencement of employment.

Employees who currently have in excess of one hundred and sixty (160) days in their sick leave bank will be permitted to maintain their balance, but not accrue credits. If their sick leave bank drops below one hundred and sixty (160) days in the future, the employee will be eligible to accrue credits again up to the established maximum of one hundred and sixty (160) days.

11.05 Deductions From Sick Leave Credits

- (a) For full-time employees, a deduction shall be made from accumulated sick leave credits for all normal working hours (exclusive of Statutory Holidays) absent for sick leave.
- (b) Part-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 their letter of appointment or the average number of hours worked in the twelve (12) months preceding the illness, whichever is greater.
- (c) Casual 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, a casual employee who remains unable to work due to illness shall have access to sick leave credits based on the average number of hours worked in the twelve (12) months preceding the illness, or since date of hire, whichever is less, provided the employee has worked a minimum of 780 hours during that period.

11.06 Pay-Out Of Unused Sick Leave Credits

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Employees who have entitlements to payout of unexpended sick leave credits under the terms of previous collective bargaining agreements will retain that entitlement. The details of this provision are outlined in Letter of Understanding #5.

11.07 Sick Leave And Pregnancy

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

11.08 Abuse Of Sick Leave

The union will cooperate with the employer in controlling the abuse of sick leave and agrees to have representation on a review committee that may be established to address such abuse.

ARTICLE 12 - VACATION

12.01 Annual Vacation

All employees shall be entitled to:

- (a) time off for annual vacations of 3, 4, 5 or 6 weeks dependent upon the employee's continuous employment; and
- (b) vacation pay calculated in accordance with Articles 12.07 and 12.08.

12.02 Vacation Year

"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 of the following calendar year.

12.03 Continuous Employment

- (a) "Continuous Employment" means employment at any work location with the Health District and/or its affiliates, unbroken by a termination from all employment.
- (b) Up to November 30, 1999, other than full-time employees will be credited with vacation time off on whatever basis their entitlement was calculated in the past. Commencing December 1, 1999, other than full-time employees will accumulate time off for vacation based on continuous employment.

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12.04 Posting Vacation Credits

Projected accumulated vacation credits for employees shall be posted by February 1st of each year and will be subject to verification in accordance with vacation credit entitlement determined on the vacation cut-off day of March 31st of each year.

12.05 Vacation Selection

- (a) Annual vacation shall be regulated on a mutually agreed basis within the workplace. In cases of disagreement, seniority shall govern in the employee's first choice.
- (b) Effective April 1, 2000, employees shall be entitled to receive vacation **as** it is earned during each vacation year. (Employees formerly under a Collective Agreement that allowed employees to take vacation before it was earned will be transferred to this method **as** outlined in Appendix D).
- (c) Employees shall be entitled to receive vacation in an unbroken period.

12.06 Posting Vacation Schedules

The employer shall post a vacation schedule for each workplace no later than March 15th of each year. Once posted, these dates cannot be changed without mutual consent.

12.07 Vacation Entitlement

Full-time employees shall earn vacation credits as follows:

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- (a) During the first (1st) and subsequent years, including the third (3rd) year of continuous employment, three (3) weeks of time off and fifteen (15) days of vacation credit (1 1/4 credits/month).
 - (b) During the fourth (4th) and subsequent years, including the fourteenth (14th) year of continuous employment, four (4) weeks of time off and twenty (20) days of vacation credit (1 2/3 credits/month).
 - (c) During the fifteenth (15th) and subsequent years, including the twenty fourth (24th) year of continuous employment, five (5) weeks of time off and twenty five (25) days of vacation credit (2 1/2 credits/month).
 - (d) During the twenty fifth (25th) and subsequent years of continuous employment, six (6) weeks of time off and thirty (30) days of vacation credit (2 1/2 credits/month).

Other-than-full-time employees shall earn vacation credits, as specified above, on a pro-rata basis.

12.08 Vacation Pay

During vacation leave periods, an employee shall receive the greater amount of vacation pay as calculated by either of the following formulae:

- (a) The number of working days of vacation credit earned times (x) the employee's regular rate of pay at the time of taking vacation, or
- (b) 3/52, 4/52, 5/52 or 6/52 of the employee's gross earnings during the previous vacation year. Gross earnings shall include all remuneration paid to the employee except transportation allowance.

12.09 Vacation Pay Advance

Where an employee requests vacation pay in advance and provides fourteen (14) days written notice prior to the commencement of the vacation, vacation pay shall be provided to the employee no later than her last scheduled working day prior to vacation.

12.10 Maximum Vacation Accumulation

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An employee shall use her vacation entitlement so that maximum vacation credits available as of March 31st of each year shall be the vacation credits earned during that fiscal year plus five days earned from previous years.

12.11 Displacement Of 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 sick leave, verified by a physician, which confined the employee for a period of four **(4)** or more consecutive days, or
- (d) granted sick leave, verified by a medical doctor immediately prior to commencing scheduled vacation and such illness continues into the period of scheduled vacation, or
- (e) granted other approved leave of absence,

the period of vacation so displaced shall either be added to the vacation period if mutually agreed or reinstated for use at a later date.

12.12 Call Back From Vacation

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An employee called back from vacation shall be paid at two times (2x) her regular rate of pay for all hours worked. Upon completion of the work that the employee had been called back to perform, the employee may, at her discretion, resume and complete the remainder of the scheduled vacation days or, by mutual agreement, reschedule unused vacation to be taken at a later date.

Where the employer requires an employee to cancel scheduled vacation as provided in Article 12.06, the employee shall immediately notify the employer of any associated unrecoverable cost that the employee will experience. The employer will reimburse the employee for such reasonable and actual cost, where supported by receipts or other satisfactory proof.

12.13 Vacation Pay On Termination Or Retirement

An employee who terminates at any time in the vacation year before having taken vacation, shall be paid **out** for all vacation credits earned and not yet taken.

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Employees formerly under collective agreements that provided for enhanced vacation pay upon termination or retirement are addressed in Letter of Understanding #5.

12.14 More Favorable Entitlement

- (a) **An** employee whose current vacation entitlement is more favorable than the provision of Article 12.07 may continue her current entitlement. Subsequent increases to vacation entitlement shall be as per Article 12.07.
- (b) **An** employee who works in more than one Health District shall accrue vacation credits at the highest accrual rate to which she is entitled in any District.

ARTICLE 13 - PUBLIC HOLIDAYS

13.01 Public Holidays

For the purpose of this Agreement, the following shall be considered Public Holidays:

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

and any other day proclaimed **as** a public holiday by the Federal, Provincial or Municipal Government. However, a civically declared holiday in lieu of any **of** the above named public holidays shall not be considered a holiday.

13.02 Saturday Or Sunday Holiday

- (a) For employees who are regularly scheduled to work Monday through Friday,
 - (i) when the public holiday falls on a Sunday, the holiday will be observed on the following Monday.
 - (ii) when the public holiday falls on a Saturday, the holiday will be observed on the previous Friday.
- (b) For employees whose regular days of rest are not Saturday or Sunday, the holiday will be observed on the day it occurs.

13.03 For Full-Time Employees

(a) Public Holiday On A Scheduled Work Day

Employees required to be on duty on any of the aforementioned holidays shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay, plus time off with pay equal to the regular hours worked. Such time shall be granted within four (4) weeks before or after the week in which the holiday occurs, or if this is not possible, payment in lieu at their regular rate unless it is mutually agreed between the employer and employee to extend the period in which the holiday may be taken.

(b) Public Holiday On Day Off/Vacation

Where a Public Holiday falls on an employee's day(s) off, or during the employees annual vacation period, such employee shall receive an additional day off with pay in lieu thereof.

Wherever possible, a day off in lieu of a Public Holiday, shall, unless otherwise requested by the employee, be added onto regular days off.

13.04 For Other Than Full Time Employees

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(a) Public Holiday On Scheduled Work Day

Other than full-time employees required to work on a Public Holiday as set out in Article 13.01 shall receive:

- (i) one and one-half (1 1/2) times their regular rate of pay for all the normal hours worked, and
- (ii) holiday pay calculated on the following basis, whichever is greater:
 - (1) if the employee has been paid at least two of the four previous days of the same name as the day the holiday is observed, she is eligible for holiday pay for the average number of hours paid on those days:

OR

(2) Number Of Paid Hours In The Immediately Preceding <u>Four Weeks</u> 150	X	Normal Full-Time Hours/Day	X	Hourly Rate Of Pay
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= Public Holiday Pay Entitlement

(b) Public Holiday On Day Off/Vacation

Where a public holiday falls on an other than full-time employee's day(s) off, or during the employee's annual vacation period, such employee shall receive holiday pay in accordance with (a) (ii) above.

13.05 Overtime Pay On A Public Holiday

An employee required to work in excess of the regular hours of work on the day of a public holiday shall be paid at two (2) times the regular rate of pay.

ARTICLE 14 - HOURS OF WORK

Except as otherwise provided by this agreement, standard annual hours for full-time employees shall be 1948.8 hours, and the provisions of Article 14.01 (Standard Hours of Work), and other associated provisions, including Article 14.04 (Overtime Hours), will apply. The parties may meet from time to time, provincially or at the local level, to negotiate modifications in the patterns of work hours, or to confirm the extension of such modifications. **As** well as such modifications **for which** provisions are made herein, the parties may make modifications which alter **some aspects** of the administration of this agreement, as long as no employee be required to work more than full-time hours, as averaged over some reasonable period of time, **not to exceed six (6) months**.

14.01 A. Standard Hours Of Work

For the purposes of this Article, Management shall establish a cycle of consecutive three (3) week periods.

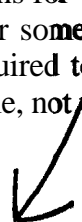
- (a) Hours of work shall not exceed one hundred and twelve (112) hours in a three (3) week period, or eight (8) hours in any one day.
- (b) The shift schedule shall provide for six (6) scheduled days off in each three (3) week period in addition to any public holiday falling within the period, and employees shall be scheduled no less than two (2) consecutive days off.

Additionally, full-time employees shall be scheduled for a seventh (7th) Additional Day of Rest (ADR) in conjunction with an employee's scheduled days off or scheduled Statutory Holiday off or on a day which is mutually agreed upon. Up to three ADRs can be banked, to be taken at the employee's discretion subject to operational considerations. Where provision of service is enhanced by banking additional ADRs, the union and employer may agree to do so. If the hours of work in a three (3) week period exceed one hundred and twelve (112) hours by reason of the employee wishing to bank her ADRs,

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overtime rates shall not be payable for the hours so worked. Banked ADRs must be used in the fiscal year they accrued.

- (c) Employees shall not be required to work more than six (6) consecutive calendar days.
- (d) Each day paid for sick leave, annual vacation, public holiday and paid leave of absence shall be considered a shift worked.
- (e) The schedule shall provide for at least one (1) weekend off in each three (3) week period.

B. Emergency Medical Services Employees

- (a) Hours Of Work:

Notwithstanding other provisions of this agreement, and consistent with *The Ambulance Act*, the standard hours of work for full-time employees shall consist of scheduled shifts so as to ensure a forty-two (42) hour work week averaged over a period of sixteen (16) weeks and two thousand, one hundred and eighty four (2184) hours annually. Hours of work do not include periods when the employee is assigned standby as per Article 14.11.

- (b) Designated Base:

During the work period, an employee shall be assigned a designated base, which could include the work site or another suitable location.

C. Field Hours

The hours of work of any employee designated by agreement between the parties as a field employee shall be unregulated, within any working day or series of working days, provided that they not exceed one hundred and twelve (112) hours in any three (3) week period, or in any series of three (3) week periods as agreed locally.

The following provisions will apply:

- (a) Any hours worked in addition to the above hours shall be overtime and subject to the provisions of this Article.
- (b) In addition to the regular rates of pay, a shift premium of 70¢ per hour for all assigned hours between 1800 and 0700.
- (c) Field employees shall be entitled to the provisions of this Article with respect to ADRs and banking ADRs.

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D. Flexible Hours/Extended Shifts

The parties may agree to modify the hours of work provisions by the negotiation of flexible hours or extended shift arrangements. Flexible hour or extended shift arrangements which have been negotiated on behalf of members will continue until negotiated otherwise or terminated under the terms of the original agreement.

14.02 Rest And Meal Periods

- (a) one paid rest period of fifteen (15) minutes shall be scheduled by the employer for each employee scheduled a shift of three (3) hours or more (exclusive of meal period);
- (b) two paid rest periods of fifteen (15) minutes each shall be scheduled by the employer for each employee scheduled a shift or at least seven (7) hours (exclusive of meal period);
- (c) every effort will be made to grant such rest periods midway between each half shift;
- (d) one unpaid meal period of one-half (1/2) hour shall be scheduled for each employee working a shift of at least five (5) hours excluding the meal period. Employees unable to take their meal period at the time scheduled, shall be provided time later in the shift for the meal period. Employees who work the standard full-time hours per day and who are unable to take their meal period will be paid one-half (1/2) hour at the overtime rate;
- (e) For those employees with a paid meal period, the employer shall endeavor to provide an appropriate time to eat.

14.03 Scheduling Of Work

Where posted work schedules are required;

- (a) Provisional work schedules shall be posted forty two (42) calendar days in advance in a place accessible to employees.
- (b) Work schedules shall be confirmed and posted no less than fourteen (14) calendar days in advance.
- (c) When an employee **is** required to change their shift from the posted and confirmed schedule, **as** a result of an employer directive, the employee shall

be paid overtime at the rate of double time (2x) for all shift(s) so changed. It is agreed, however, that in emergency circumstances which could not have been foreseen by the employer, the double time (2x) rate shall only be paid for the first five (5) shifts so changed,

- (d) Where deviation from the posted and confirmed schedule results from employee initiated changes or where there is mutual agreement with the employee(s) and the Supervisor, such changes shall not be subject to overtime provisions unless overtime would have been paid irrespective of the change.

14.04 Overtime Hours

- (a) Overtime rates shall be paid at the rate of one and one half (1 1/2 x) times the regular rate of pay for the first three (3) consecutive hours and two times (2x) the regular rate of pay for all consecutive hours worked thereafter. An employee who works overtime between the hours of 2400 and 0700 and such overtime is continuous with her regular shift, shall be paid at the rate of two times (2x) her regular rate for all hours so worked. 7/21/03
- (b) Overtime rates shall be paid for:
 - (i) any hours worked in addition to eight (8) hours in any day or one hundred and twelve (112) hours in any three (3) week period;
 - (ii) any third Saturday or Sunday that the employee is required to work in a three (3) week period;
 - (iii) any shift in excess of six (6) consecutive days.
- (c) Wherever possible, all overtime must be authorized by the employer, and except in emergency situations, such overtime must be authorized in writing in advance. While overtime is continuous with an employee's regular shift and the employee elects to leave the workplace for a meal break, not to exceed two (2) hours, premium pay shall be paid for all hours worked at the applicable rate of pay.

14.05 Time Off In Lieu Of Overtime

By mutual consent between the employer and the employee, the employee may take time off, calculated at the appropriate overtime or call back rates, in lieu of overtime pay. 9-B

14.06 Overtime Against Wishes

No employee shall be required to work overtime against her wishes when other qualified and able employees within the work unit are willing to perform the required work.

14.07 Time Off Duty Between Shifts

- (a) A period of at least 15 hours shall be scheduled between shifts;
- (b) A period of at least 23.5 hours shall be scheduled between shift changes;

14.08 Split Shifts

Split shifts shall not be scheduled except by mutual agreement between the union and the employer(s).

14.09 Minimum Report Pay

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- (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.

14.10 Phone Calls After Hours

An employee who has been designated by the employer to receive work related phone calls after leaving her place of work, shall be paid for one-half (1/2) hour at her regular rate of pay when such a phone call is received. Subsequent phone calls within this 1/2 hour period will not trigger an additional 1/2 hour payment.

Should a phone call or series of consecutive phone calls extend beyond 1/2 hour, the employee will be paid for the actual time spent in telephone attendance.

Subsequent phone calls received outside the 1/2 hour paid period shall result in an additional 1/2 hour period being paid.

Time spent in telephone attendance shall not be considered as time worked for purposes of seniority and overtime calculation.

14.11 Standby And Cali Back

- (a) For the purposes of standby, a day means a twenty four (24) hour period calculated from the time an employee commences her scheduled shift.

- (b) Standby assignment shall mean any period during which the employee is not on regular duty but is designated on standby, and must be available to respond without undue delay to any request to report to duty. Where ever possible, employees shall not be assigned standby on scheduled days off.
- (c) A standby payment shall be paid to each employee so assigned on the following basis:
- (i) \$2.19 per hour for each hour on standby on a regular working day with a minimum payment for eight (8) hours.
- or
- (ii) \$4.12 per hour for each hour on standby on days off and Public Holidays with a minimum payment for eight (8) hours.

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14.12 Call Back

- (a) Regular Call Back

Any employee who is called back to work after having completed her regular work schedule and having left the work site, shall be paid at the rate of time and one-half (1-1/2) the regular rate for the first (1st) four (4) hours and thereafter double (2x) the regular rate of pay, but with a minimum of two (2) hours at the rate of time and one-half (1-1/2) the regular rate.

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- (b) Call Back After Midnight Or On Public Holiday Or On Scheduled Day Off

Employees who are called back to work between the hours of 2400 (midnight) and 0700 hours or on Statutory Holidays or on their scheduled days off, shall be paid at the rate of double (2X) the regular rate of pay for all hours so worked with a minimum of two (2) hours at the rate of double (2X) the regular rate. However, should a call back referred to above, commence prior to 2400 hours (midnight) or continue after 0700 hours, such period of time (outside of the frame of 2400 and 0700) shall be paid at the rate of one and one half (1 1/2) times the regular rate of pay.

14.13 Call In On Unscheduled Days - Part Time Employees

Where ever possible, a part time employee shall not be assigned standby on days she is not scheduled unless mutually agreed otherwise. **If** mutual agreement is obtained regular work day standby rates and regular rates of pay will apply if called in. If mutual agreement is not obtained and the employee is *so* assigned she will receive standby premium as per Article 14.11 (c) (ii) and if called in paid as per Article 14.12 (b).

14.14 Call-In Of Casual Employees

A casual employee who is called in while on standby, and who has not been scheduled to work that calendar day, will receive regular rates of pay for all call in hours worked, subject to Article 14.01.

A casual employee who is called in and is scheduled to work later that calendar day shall be paid overtime as per Article 14.04 for all hours worked on that calendar day which exceed the regular scheduled daily hours of work for full-time employees in that work area.

14.15 Standby Pay When Called In/Back

Hourly standby payments 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.

14.16 EMS Services

(a) Assignment Of Standby

Except by mutual agreement, EMS employees will not be scheduled for standby for more than 7 consecutive 24 hour days.

(b) Days Off

Except by mutual agreement, EMS employees will be scheduled at least two consecutive 24 hour days off following the 7 day period, referenced in 14.16 (a).

(c) Call In/Call Back

Employees called in while on standby will receive regular rates of pay for all hours worked.

Employees who have previously been at work that day and are called back to work will receive call back pay in accordance with 14.12 (a).

ARTICLE 15 - ALLOCATION OF ADDITIONAL WORK

15.01 Allocation Of Work

- (a) The parties agree that the allocation of relief/casual hours of up to six (6) months, shall first be governed by:

client care needs
orientation suitable to length of assignment
professional needs of employees.

Where the above factors do not distinguish a specific employee as the most appropriate for assignment, then the assignment shall be made on the basis of seniority or some other mutually agreeable system.

- (b) The employer shall make reasonable effort to contact employees to offer additional work.
- (c) Employees available for the entire block of relief/casual work will be offered the work first. If no single employee is able to do the entire assignment, then it will be offered to the same employees on an as-available basis.

Notwithstanding the above, existing negotiated systems related only to the assignment of additional work shall continue unless mutually agreed otherwise.

15.02 Guidelines For The Allocation Of Additional Work

Where other than full-time employees wish to obtain additional hours of work:

- (a) Employees seeking additional work shall make advance written notification to their supervisor indicating availability for such work.
- (b) New employees shall not be hired until existing other-than-full-time employees, who have expressed an interest in the work and are qualified and able to do the work, have been given an opportunity to do the work.
- (c) Where employees agree to work additional shifts outside of normal schedules, such work shall not be construed as a change of shift.
- (d) Employees cannot exceed the hours of work, as identified in Article 14.01 (a), without payment of overtime. At the time additional work is being offered, an employee shall be responsible for advising the employer that she will be in an overtime situation at the time additional work is being offered.

- (e) Once an employee accepts an offer of additional work, she shall be obligated to report for that work unless subsequently granted paid or unpaid leave pursuant to the Collective Agreement.
- (f) If the employee wishes, she may sign a waiver of 3rd weekend overtime.

15.03 Cancellation Of Shifts

Relief/casual shifts will be paid unless cancelled with at least forty-eight (48) hours notice or if the replaced worker return unexpectedly.

15.04 Errors In Allocating Work

If the employer allocates additional work incorrectly, the employee claiming the entitlement to the work shall have seven (7) calendar days, from the initial day of allocated work, to raise the issue.

If an error is raised and confirmed, the matter will be remedied by offering the employee a replacement shift of equivalent value within eight (8) weeks of the missed shift. The shift shall be scheduled on a date mutually agreed to by the employer and the employee and will be in addition to the normal staffing complement available on that day. The provisions of Article 14 (Hours Of Work) will apply and the replacement shift shall not limit entitlements of the worker or other workers under this Article.

If not raised within the seven (7) calendar days, no remedy will be implemented

ARTICLE 16 - VOLUNTARY REDUCTION OF HOURS OF WORK

16.01 Permanent Reduction Of Hours

- (a) A permanent full-time employee, not on probation or trial, may request to voluntarily convert to a part time position. The request may be approved, subject to operational considerations.
- (b) Any employee wishing to make such a request shall do so in writing to the employer, giving at least twenty-one (21) days notice **prior** to the time at which reduction is requested.
- (c) The assignment of hours made available shall be according to Article 20.
- (d) Any such conversion shall be subject to a trial period of six (6) months, during which time either the employee or the employer may elect that the employee return to working full-time by providing twenty-one (21) days notice.

- (e) Any employee choosing to reduce her hours in this way will have the benefits of this agreement and be subject to the conditions of this agreement as it pertains to part time employees.
- (f) Where two or more employees have applied for a reduction in hours and operational considerations would not permit both or all of them to convert to part time, selection shall be based on seniority.

16.02 Temporary Reduction Of Hours

- (a) A permanent full-time employee, not on probation or trial, may request to temporarily reduce her hours of work for a period of up to one year. The request may be approved subject to operational considerations. An extension of up to one additional year may be granted. The employee will revert to full-time upon completion of the approved period.
- (b) The provisions of Article 16.01 will otherwise apply.

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16.03 Existing Job Share Arrangements

Arrangements for the reduction of hours or for job share that are currently in effect shall continue until otherwise negotiated, or until they end according to the terms of the current arrangement. Any issues arising out of the maintenance or renewal of existing arrangements will be addressed through discussion by the parties.

ARTICLE 17 - SALARY PROVISIONS

17.01 Salary Scale

The salary scale applicable to employees shall be set out hereinafter in the Wage Schedule.

17.02 Payment Of Earnings

Normal pay days shall be on a consistent basis as established by employer practice.

17.03 Payroll Deductions

Current deductions shall be made **as** required by federal and provincial legislation and no other deduction may be made without written consent of the employee concerned except as otherwise provided for in this Agreement.

17.04 Shortages In Pay

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

17.05 Recognition Of Previous Experience

Employees commencing employment who have previous experience acceptable to the employer 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) Two (2) years of experience in the four (4) years immediately preceding the date of employment shall be placed on step 3.
- (d) Three (3) years of experience in the five (5) years immediately preceding the date of employment shall be placed at step 4.
- (e) Four (4) years of experience in the six (6) years immediately preceding the date of employment shall be placed at step 5.

For classifications with seven (7) steps:

- (f) Five (5) years of experience in the seven (7) years immediately preceding the date of employment shall be placed at step 6.

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Notwithstanding the above, the employer reserves the right to exceed the above guidelines where it is deemed necessary.

Where previous experience has been obtained through recent service in other than full-time employment, recognition of such previous experience will be based on the number of hours paid. One (1) year experience will be recognized for each full year of recent service, according to the full-time hours for that classification as defined in Article 14.

17.06 Increment Date

- (a) Full-time employees shall be eligible for increments annually from their date of employment.
- (b) Other than full-time employees shall be eligible for one half (1/2) of an increment upon completion of each 974.4 hours or 1092 hours for EMS employees.

- (c) In addition to the forgoing provisions, a casual EMS employee shall be eligible for a full increment upon completion of 10,000 hours of standby. Paid hours shall not be applicable in this calculation.

Upon the attainment of an increment, either via paid hours or standby, an employee's increment date and standby hours shall be reset.

- (d) If a promotion or reclassification results in an increase of over 10% to an employee's hourly rate of pay, a new increment date shall be established.

ARTICLE 18 - ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS

18.01 Transportation Allowance

- (a) All employees who consent to use their vehicle for the conduct of the Employer's business on **an** occasional basis shall be reimbursed at a rate of thirty-one (31) cents per kilometer with a minimum of four dollars and fifty cents (**\$4.50**) per day.
- (b) Employees who are called back to work and require transportation, will use the taxi company designated by the employer and will charge the return fare to the employer. Where employees use their own vehicles, they shall be paid at the rate of thirty-one (31) cents per kilometer with a minimum of four dollars and fifty cents (**\$4.50**) per day.
- (c) All employees who are required to use their vehicle for the conduct of the employer's business on a continuing basis as a condition of employment, shall be reimbursed at a kilometerage rate of thirty-one (31) cents per kilometer.

Additionally, a monthly car allowance will be provided **as** follows:

- (i) Fifty dollars (\$50.00) per month for an employee who performs work during the month; plus
- (ii) Nine dollars (\$9.00) for each day the employee is required to use her vehicle to perform work;

To a maximum of one hundred and eighty-five dollars (\$185.00) in **a** calendar month.

- (d) Whenever the Saskatchewan Private Transportation Index, published by Statistics Canada, increases over the index of July 1, 1999, by an amount such that applied to 31 cents would equal 1 cent, then the kilometer rate will be increased by 1 cent. Any further increases, which would result in a full 1 cent increase, will be applied.
- (e) The employer will not require employees to purchase automobile insurance coverage over what is provided with license plate insurance.
- (f) Where an employee is presently required as a condition of employment to provide a vehicle, or where the employer has customarily provided a vehicle, no change in any such arrangement will be made without good reason and ninety (90) calendar days notice.

18.02 Overnight Accommodation Allowance

An employee required to travel outside her town or city of residence, and stay overnight, will be reimbursed for reasonable hotel expenses, upon presentation of receipts.

An amount of \$15.00 per night will be paid to an employee who elects to stay in a private residence.

18.03 Reimbursement For Meal Expenses

An employee required to travel more than 20 kilometers beyond her headquarters, town or city limits to perform work duties, and where no employer facility with a lunch room or cafeteria exists, will be reimbursed for reasonable meal expenses upon presentation of receipts.

An employee meeting the requirements listed above, but who does not present a receipt, will be paid a flat rate of \$5.00.

18.04 Reimbursement For Incidental Expenses

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

18.05 Camp Allowance

An allowance of \$80.00 per day shall be paid to employees who are assigned on a 24 hours basis to:

- (a) camp duty; or
- (b) accompany clients on a recreational outing.

Camp allowance represents payment for all responsibilities related to the camp/accompaniment assignment and is in addition to an employee's normal wages. For the duration of such assignment, an employee is not entitled to overtime. Employees who, while at camp, work through their scheduled days of rest will be granted equivalent time off with pay.

18.06 Northern Allowance

ncb/other

In addition to other pay and allowance provided for by the Collective Agreement, employees based in the following communities shall receive a monthly allowance as follows:

	Current	Effective October 1, 1999
Buffalo Narrows	\$188.00	\$192.00
Cumberland House	\$169.00	\$172.00
Ile-a-la-Crosse	\$208.00	\$212.00
La Loche	\$220.00	\$225.00
La Ronge	\$ 78.00	\$ 80.00

Employees based in communities not listed above will be paid as per the SGEU/PSC Collective Agreement. Additionally, employees shall receive any increase in the monthly allowance in accordance with the SGEU/PSC or SUN/SAHO rates. The above allowance shall be prorated for other than full-time employees.

18.07 Special Northern Leave

Employees eligible for Northern Allowance, who complete one year of service, shall be entitled to **an** additional special vacation benefit of one week in addition to their regular entitlement. Vacation credits for other than full time employees shall be earned on a pro-rata basis.

18.08 Shift Premiums

(a) Evening/Night Premium

Employees working an evening or night shift where the major portion of hours worked fall within the hours of 1500 and 0800 hours, shall be paid at their regular hourly rate plus a shift premium of seventy (\$.70) cents an hour.

(b) Weekend Premium

A weekend premium shall be paid at the rate of thirty (\$.30) cents an hour for each hour worked between 0001 Saturday and 2400 hours Sunday. Weekend premiums will not apply where an employee is receiving overtime pay.

ARTICLE 19 - PROFESSIONAL PROVISIONS

19.01 Professional/Licensing Fees

The employer shall reimburse eligible employees to a maximum of one hundred fifty dollars (\$150.00) annually for costs associated with professional or licensing fees that employees are required to pay by either statute or the employer. Eligible employees shall include all permanent full and part time employees plus all other employees who have worked a minimum of twenty percent (20%) of full-time hours during the previous licensing year applicable to their profession.

19.02 Election To Professional Association

Subject to operational considerations, an employee elected or selected for a provincial or national executive or committee position within a professional association that relates to her job classification shall be granted a paid leave of absence to fulfill the requirements of the position.

ARTICLE 20 - CLASSIFICATIONS AND VACANCIES

20.01 Classifications

Titles and rates of pay shall be subject to negotiation between the union and the employer for any new classification or position and any reclassification of an existing classification/position.

A copy of the new or revised **job** description, including the proposed title and rate of pay, shall be forwarded to the union at least 30 days prior to any required posting.

Should agreement not be reached by the parties in such negotiations, the matter may be referred to arbitration in accordance with Article 8.08 of this agreement or some other mutually agreed to adjudication process.

The employer shall provide copies of current job descriptions to the union upon request.

20.02 Posting And Filling Of Vacant Positions

(a) District Posting

When a vacancy within a Health District is to be filled, it shall first be posted within the Health District for seven (7) calendar days prior to selection, in all workplaces where HSAS members are employed.

In filling the vacancy, first consideration shall be given to HSAS applicants employed within the geographical boundaries of the Health District, in accordance with Article 20.04. Applicable seniority will be that recognized within the geographical boundaries of the Health District.

(b) Provincial Posting

Effective January 17, 2000, if the vacancy is not filled within the Health District the vacancy shall be posted for ten (10) calendar days in all Health Districts and in all workplaces where HSAS members are employed.

In filling the vacancy, first consideration shall be given to HSAS applicants employed within the province, in accordance with Article 20.04. Applicable seniority will be that accumulated within the province. Any time and costs associated with attending the interview shall be the responsibility of the employee.

20.03 Temporary Replacement

- (a) Temporary vacancies of six (6) months or longer shall be posted and filled in accordance with Article 20.02 (a).
- (b) Temporary vacancies of twelve (12) months or longer shall be posted and filled in accordance with Article 20.02 (a) and (b).
- (c) One additional posting shall be required for the position of the employee transferring **as** a result of the original posting.
- (d) When the temporary work becomes redundant, the employee shall be returned to his or her former position.
- (e) If **as** a result of the posted temporary position, an individual is hired from outside the bargaining unit, she shall upon completion of the temporary work

maintain seniority for a period equivalent to her temporary assignment(s) for the purpose of accessing vacancies.

- (f) If the employee who created the original temporary vacancy returns unexpectedly, Article 14.03 Scheduling of Work shall not apply.
- (g) The employer agrees to review, with the union, all temporary replacements, which exceed one (1) year, and every six (6) months thereafter.

20.04 Selection Criteria

When qualifications, suitability and experience necessary to perform the work are relatively equal, seniority shall be the deciding factor.

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20.05 Commencement Of Job

Whenever possible, an employee selected from the posting procedure shall commence the job within four (4) weeks after the date of notification of selection to the position, unless mutually agreed otherwise.

20.06 Notify Union

A copy of all postings, names of applicants, along with their seniority, plus the name of the successful applicant, shall be forwarded to the union office. All applicants will be advised of the results of the competition.

20.07 Letter Of Appointment

A part time employee's employment will be confirmed in writing by a Letter of Appointment which shall include:

- (a) Job status;
- (b) Minimum number of hours and shifts per rotation;
- (c) After discussion with the employee, reference to their availability for relief/casual work.

The employer shall forward a copy of all Letters of Appointment to the Union.

20.08 Trial Period For Reclassification, Transfer, Promotion

(a) Full Time Employees

Except where mutually agreed by the employer and the union, employees who are reclassified, transferred or promoted within the geographical boundaries of the Health District shall be considered on a trial in their new position for the first ninety (90) calendar days following the date of appointment to the new position. During this trial period, the employee may be returned to the former position if not considered capable, or may request to be returned to the position formerly held without loss of seniority and at the former rate of pay.

This trial period may be extended on one (1) occasion only, up to a maximum of ninety (90) calendar days when mutually agreed between the employer and the union. It is agreed that the circumstances warranting the extension, the improvements expected by the employer and the duration of the trial period extension will be communicated in writing to the employee on trial and the union prior to the expiration of his/her first ninety (90) day trial period.

(b) Other Than Full Time Employees

Except where mutually agreed by the employer and the union, other than full time employees who are reclassified, transferred or promoted shall be considered on trial in their new position for the first four hundred and eighty (480) hours worked or six (6) months, whichever occurs first, following commencement of employment in the position. During this trial period, the employee may be returned to the former position if not considered capable, or may request to be returned to the position formerly held without loss of seniority and at the former rate of pay.

Where mutually agreed by the employer and the union, the trial period may be extended for an additional four hundred and eighty (480) hours worked. It is agreed that the circumstances warranting the extension, the improvements expected by the employer, and the duration of the trial extension must be communicated in writing to the employee on a trial and to the union prior to the expiration of her first trial period.

20.09 Probationary Period

(a) Length

(i) Full-Time Employees

A full-time employee shall be on probation during the first 975 hours worked.

(ii) Other Than Full-Time Employees

An other than full-time employee shall be on probation during the first 975 hours worked, or twelve (12) months, whichever occurs first.

(b) Employees Transferring To Another Health District

Employees who are transferring to another district through the provincial posting process, and who have successfully completed probation with their current employer, shall be on probation with the new Health District for the first 480 hours worked.

(c) Probationary Evaluation

Approximately midway through the probationary period, the employer will meet with the employee for the purpose of providing feedback on the employee's performance.

(d) Rights Of Probationary Employees

During this period, the employee shall enjoy all the rights and privileges prescribed in the Agreement, except that she will not have access to the grievance or arbitration provisions of the Agreement in the event that she is suspended or discharged. If an employee is retained for the aforementioned period, the employee's name shall be placed upon the appropriate seniority list and seniority shall be based upon the date the employee last commenced work within the geographical boundaries of the Health District.

(e) Probationary Termination

At any time during the probationary period, the Employer may terminate the employee's employment by giving one week's notice, or pay in lieu, except where **an** employee is being discharged for irregular conduct and/or violation of the employer's rules, in which case, an employee may be dismissed without notice, provided that the union office shall be notified forthwith of such termination.

At time of ratification, employees fulfilling probationary or trial periods of a shorter or longer duration than stated above shall complete their trial/probationary period pursuant to the terms and conditions of employment governing them when hired, transferred, reclassified or promoted.

20.10 Salary On Promotion

The salary of an employee promoted to a higher classification shall be advanced to that step in the scale which is next higher than the current salary rate or to the step which is next higher again if the salary increase which would result from the advance of a single step is less than three (3%) percent. However, such increase will not provide a salary rate which will exceed the maximum of the new range.

20.11 Salary On Demotion

When an employee is demoted, the employee's anniversary date shall not change and the rate of pay shall be maintained where such rate exists in the new classification or shall be reduced to the rate of pay in the new classification which is next below the employee's present rate of pay where **an** equivalent rate of pay does not exist.

20.12 Salary On Transfer

Upon transfer to a position with the same range of pay, the employee shall retain the rate of pay being received in the former position. The employee's anniversary date shall not change.

20.13 Temporary Performance Of Higher Duties

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- (a) Where the employer designates an employee to temporarily perform the duties of a higher paid in-scope classification, for a period of one (1) day or longer, the employee shall be notified in writing by the employer with a copy to Human Resources **and** the union. The employee shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour.
- (b) Where the employer designates an employee to temporarily perform the duties of a higher paid out of scope classification, for a period of one (1) day or longer, the employee shall be notified in writing by the employer with a copy to Human Resources and the union. The employee shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour or such higher amount **as** may be determined by the employer.
- (c) **An** employee required to temporarily assume duties of a lower paid classification shall continue to receive the rate of pay applicable to the employee's classification prior to such temporary assignment.
- (d) **A** temporary assignment of less than one (1) day shall not be applied to circumvent the above stated provisions.
- (e) **A** temporary assignment exceeding one year shall be reviewed by the union and employer to determine the need for continuance.

ARTICLE 21 - MULTI-SITE WORK

21.01 Occasional

Employees requested to report to a workplace other than their normal workplace, within a Health District, on an occasional and short term basis, shall be assigned as follows:

- (a) Qualified and able employees will be approached in order of seniority and offered the opportunity for assignment. If more than one (1) person volunteers, the work will be assigned by seniority. If no employees agree to the assignment, the employer will assign the most junior qualified and able employee.
- (b) The employer shall provide workplace and program orientation to an employee who is assigned.
- (c) Transportation costs associated with travel between worksites, during the work day, shall be paid by the employer.
- (d) **An** employee shall not incur additional parking costs when required to park at a site other than her normal work site.

21.02 Regular And Ongoing

When an employer makes a determination that a Program/Department or encumbered position(s) will be changed to a multi-site structure, within a Health District, on a regular and ongoing basis, the employer and union will meet to discuss details related to implementation of the change. In any event, the change will not be implemented without at least sixty (60) days notice to the union. Implementation shall occur as follows:

- (a) In circumstances where not all employees are affected by the planned change, qualified and able employees will be allowed, in order of seniority, the opportunity to accept the changed position, or remain at their current worksite to the extent that positions exist at the original work site. If no one accepts the new positions, the least senior qualified employees shall be assigned.
- (b) Affected employee(s) shall have a designated work site.
- (c) The employer shall provide workplace and program orientation to an employee who is reassigned.
- (d) Transportation costs associated with travel between work sites, during the work day, shall be paid by the employer.
- (e) **An** employee shall not incur additional parking costs when required to park at a site other than her designated work site.

21.03 New Multi-Site Position

Where a position is created that requires an employee to work at more than one site in the District, the union and employer shall meet to determine such things as home site and orientation to the various sites. Where such employees pay parking costs at their home site, they shall not incur additional parking costs at other work sites.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

The union and employer recognize that occupational health and safety is a shared concern. They will cooperate in promoting and improving rules and practices that will enhance the work environment for all employees.

Notwithstanding the above, the parties recognize the employer's duty to ensure, insofar as reasonably practicable, the health, safety and welfare at work of all the employer's workers. Additionally, the parties recognize the employee's responsibility to take reasonable care to protect her health and safety and the health and safety of clients and other workers who may be affected by her acts or omissions.

22.01 Occupational Health And Safety Act And Regulations

The current Occupational Health and Safety Act and Regulations shall apply. The legislation allows every worker the right to know the hazards at work, participate in occupational health and safety, and refuse work which the worker believes is unusually dangerous.

22.02 Occupational Health And Safety Committee

An Occupational Health and Safety Committee, as provided for under the current Occupational Health and Safety Act and Regulations, shall be implemented.

22.03 Referral Of Health Or Safety Concerns

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

Alternatively, the employee may approach any member of the Occupational Health and Safety Committee with the concern.

22.04 Workplace Conflict

(a) Definitions:

(i) Violence

Violence means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behavior that gives a worker reasonable cause to believe that the worker is at risk of injury.

(ii) Harassment

Harassment means any objectionable conduct, comment or display by a person that:

(1) is directed at a worker;

(2) 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; and

(3) constitutes a threat to the health or safety of the worker.

(b) Policy Development:

In compliance with the Occupational Health and Safety Act, the employer will ensure a policy is developed, in consultation with the union, to address violence and harassment, including prevention, management, reduction of causal factors and provision of support to the employees subjected to either.

The definition of violence and harassment within the policy may be expanded beyond the above definitions.

The above mentioned policy shall be made accessible to all employees.

22.05 Immunization

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

22.06 Protective Clothing

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

22.07 Post-Trauma Counseling

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The employer agrees to develop and/or maintain a post-trauma counseling program.

This program shall allow employees to attend sessions without loss of pay or deduction from their sick leave credits.

22.08 Personal Safety Training

The employer will provide reasonable access to personal defense training appropriate to the work setting, as determined by the employees and management in the work unit, in consultation with the Occupational Health & Safety Committee.

Employees attending training sessions will do so without loss of pay.

22.09 Adverse Weather/Personal Communication

In consultation with the union, the employer shall develop policies to reduce risks to employees working alone or at isolated places of employment, or whose employment requires travel away from the health care facilities or other headquarters. Such policies shall provide for:

- (a) Guidelines for safe travel in adverse weather conditions;
- (b) Effective communication including, but not limited to:
 - direct communication (eg. cell phones, fleet net, radios) and/or
 - calls indicating arrival/departure times and/or
 - calling cards and/or
 - reimbursement for business related calls on personal phones.
- (c) Reasonable access to direct communication for community workers entering potentially hazardous situations which could include adverse weather conditions. If direct communication is not available, it is the responsibility of the workers to follow prescribed communication procedures.

ARTICLE 23 - PERSONNEL FILE

23.01 Personnel Record

An employee shall have, upon reasonable notice, access to her personnel file to review and copy any documents therein, pertaining to work performance or conduct except for references from previous employers. Employees shall be entitled to be accompanied by a Union Representative.

23.02 Documents On File

The employer agrees to advise and discuss with an employee, her performance appraisal and any other document relating to the employee's performance or conduct prior to such being filed in the employee's personnel file. **An** employee shall have the right to respond in writing, within fourteen (14) days of having discussed the report with the employer and that reply shall be attached to the report and/or performance appraisal.

ARTICLE 24 - GENERAL PROVISIONS

24.01 Disasters

In the event of a disaster, if an employee volunteers to remain at the work site in order to be available in case the employee's services are required, and the employer agrees, the employee will be compensated for any meals which may be necessary for the employee to purchase while remaining at the worksite. If assigned any duties, employees will be paid as provided for by this agreement.

24.02 Bulletin Boards

Suitable notice boards for the use of the union shall be provided by the employer and located in sufficient and appropriate places easily accessible and conspicuous to the employees concerned, provided that no offensive or scurrilous or indecent material be posted thereon.

24.03 Court/Jury Duty

An employee summoned for jury duty or subpoenaed as a witness for court shall be paid any difference between payment by the court and that normally received as wages by the employee.

Except by mutual agreement, employees shall not be required to attend work whereby the employee's combined hours of work and jury duty/witness time exceed the regular scheduled daily hours of work of a full-time employee in the work area.

24.04 Personal Property Damage

An employee's personal property, lost or damaged, by the action of a client shall be replaced or repaired at the expense of the Employer to a maximum of \$750.00, 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 a reasonable time of such loss or damage.

24.05 Uniforms

- (a) The employer will furnish and maintain (launder and repair) without charge, uniforms which the employer requires an employee to wear.
- (b) In addition, for EMS employees:
- (i) The following clothing items shall be provided and paid for by the employer for each employee. Clothing shall be sized to fit each employee with the cost of initial alterations paid for by the employer. A minimum of one (1) change of shirts and pants/overalls will be made available. Replacement will be supplied for any item that becomes fatigued or is destroyed.
 - shirts;
 - pants or coveralls;
 - outerwear appropriate for the season and conditions;
 - safety eyewear; and
 - other items that might be required by the employer or by provincial regulations.
 - (ii) Employees will be reimbursed for the purchase of footwear appropriate for work duties upon presentation of receipt. Replacement shall be provided, as required, upon presentation of footwear. Where practicable, footwear will be worn for work related duties only.
 - (iii) The employer shall make available a sufficient number of raincoats, of various sizes, and heavy duty gloves for hand protection.
 - (iv) When an employee leaves employment, all items of clothing, with the exception of footwear, shall be returned to the employer in clean condition.
- (c) The union and an employer may negotiate specific provisions for uniforms in particular services. Where specific items and numbers relative to uniforms has been negotiated with an employer in the past, those provisions will continue unless mutually agreed otherwise.

24.06 Retirement

- (a) The normal retirement date of all employees shall be the first day of the month coincident with, or immediately following the attainment of the stated retirement age as stipulated in their pension or superannuation plan or age 65.
- (b) An employee wishing an extension to employment shall submit a written request to her department head three (3) months prior to retirement. Under special circumstances, and by mutual agreement between the employee and

the employer, an extension may be granted, subject to review on **an** annual basis.

- (c) When the employer grants an extension and the employee's job performance falls below acceptable standards, retirement shall take place notwithstanding the extension previously granted.

ARTICLE 25 - LAY-OFF AND WORK RESUMPTION

10.c
The parties subscribe to the principles that lay-offs be avoided wherever possible, that any reduction in the work force be done with the least possible disruption, and that whenever a lay-off is necessary the most senior employee be retained. They agree to meet whenever any reduction is anticipated with a view to furthering these principles and seeking alternatives to lay-offs.

25.01 Lay-off Defined

Lay-off will mean:

- (a) **A** job abolition/elimination;
- (b) i) **A** reduction in the normal hours of work of a permanent, full-time employee;
- ii) **A** reduction in hours of work of a part-time employee **as** stipulated in her Letter of Appointment.

25.02 Discussion Of Implementation

In the event the employer is contemplating lay-offs, the union shall be given notice as far as possible in advance of impending lay-offs. The employer shall meet with the union a minimum of thirty **(30)** calendar days in advance of employees receiving lay-off notices.

- (a) The parties shall meet with a view to defining the appropriate work unit where initial notice(s) of lay-off will be issued (eg. program, district-wide);
- (b) To achieve the least possible disruption, the parties will discuss alternatives to lay-offs, such **as** early retirement, voluntary reduction **of** hours etc.;
- (c) Notwithstanding the provisions of this Article, the employer and the union, at any time can formulate special measures to **modify** the displacement procedures to minimize the impact of displacement or to deal with particular operational considerations;
- (d) The union shall be provided with the number of F.T.E.s and classifications of employees to be laid off **as** soon **as** that information is available.

- (e) Union and Management shall meet to discuss changes to staffing assignments and current programs resulting from lay-offs.

25.03 Seniority

When the employer is effecting a lay-off of an employee(s), the seniority list posted in accordance with Article 9.05 shall be up-dated and shall be subject to appeal by the employees for a period of fourteen (14) calendar days from the date the list is posted. This revised seniority list shall be applied to the employees in the administration of this lay-off article.

The up-dated seniority list shall include the employees' accumulated seniority up to and including the date the employer notifies the union of pending lay-offs in accordance with Article 25.02 or another date mutually agreed to by Union and Management. This seniority cut-off date shall apply to each employee affected by lay-offs, displacement and placement.

25.04 Senior Employees Retained

When the employer considers it necessary to reduce staff, subject to qualifications, experience and capability, the most senior employee(s) in each classification within the geographical boundaries of the Health District shall be retained.

25.05 Notification Of Lay-off

Notice of lay-off shall be in accordance with the Labour Standards Act of the Province of Saskatchewan provided, however, that the minimum amount of notice shall be twenty-eight (28) calendar days. If the employee laid off has not had the opportunity to work the notice period, the employee shall be paid in lieu of work and seniority shall continue to accrue for the part of the notice period during which work was not made available. If regular duties are unavailable during the notice period the employer may assign duties other than those normally connected with the classification in question provided it is bargaining unit work.

25.06 Seniority Pool

Employees initially laid off shall form a pool and be ranked in order of seniority. In order of seniority, employees shall identify and exercise their preference for options described in Article 25.08. As more junior employees are displaced, they are added to the pool and ranked in order of seniority.

25.07 Placement Into Vacant Position

A laid-off employee may be placed, by mutual agreement between Union and Management, into a vacant position.

25.08 Discussion Of Options

- (a) Employees laid off or displaced by other employees who have been laid off shall have their options sufficiently and reasonably identified and explained in the presence of a Union Representative and shall, within seventy-two (72) hours of the explanation (exclusive of weekends and Public Holidays), except in extenuating circumstances, elect one of the following:
- (i) to exercise seniority to displace another employee in accordance with Article 25.09;
 - (ii) to be laid off and placed on a work resumption list in accordance with Article 25.10;
 - (iii) where there is a reduction in the employee's hours of work, to accept the reduced hours of work;
 - 10. b-1 (iv) terminate employment from all employers and accept severance based on geographic Health District seniority hours ÷ maximum annual hours x full-time regular weekly hours x rate of pay applicable to the position where the layoff actually occurred.
 - (v) to retire, if eligible.

10. P If an employee chooses option (i) or (iii) a new Letter of Appointment shall be issued. Additionally, if an employee chooses option (i) she will meet with the employer at the earliest possible opportunity. In order of seniority, in a private interview, each employee will be provided reasonable and sufficient information regarding her bumping alternatives. Provided sufficient information ~~has~~ been given, the employee will have seventy-two (72) hours (exclusive of weekends and Public Holidays) from the conclusion of the meeting to make her election. In extenuating circumstances this period shall be extended.

- (b) Unless there are extenuating circumstances, employees who do not elect one of the above options within either of the seventy-two (72) hour periods will be automatically laid off and placed on the work resumption list in accordance with Article 25.10.
- (c) Every reasonable effort will be made to complete the displacement process for each employee prior to her lay-off date.
- (d) Every reasonable effort will be made to contact an employee regarding employment options, however, in the event the employer is unable to contact a laid off or displaced employee, Union and Management shall meet to discuss a mutually agreeable resolution to the matter. If there is no mutual agreement, the

employer shall proceed with the lay-off procedure and place the employee in an appropriate position. A mutually agreeable or employer initiated placement will replace the employee(s) bumping or displacement rights.

- (e) The Union Representative shall be given time off and will not suffer any loss in regular pay when assisting employees through the lay-off and bumping procedures. The Union Representative will not be compensated for other than scheduled time.

25.09 Displacement

10.D.

In the event a reduction in staff becomes necessary, as set out in Article 25.01, the employee may maintain active employment if they possess:

- (1) Seniority; and
- (2) Minimum qualifications and experience required by the job description; and
- (3) Capability to perform the work, subject to reasonable orientation during the trial period as set out in Article 25.12.

An employee shall exercise her seniority by displacing the least senior employee in her choice of either a full-time or part-time position within a workplace and classification within the geographic boundaries of the Health District. The right to displace a less senior employee shall include the right to displace an employee in a higher rated classification, provided that there is no appropriate opportunity for a lateral move.

25.10 Work Resumption

Laid off employees shall be subject to the following in respect to work resumption:

- (a) Employees shall be counselled by the Employer in the presence of a Union Representative. Employees may choose any or all of the following work resumption options:
 - (i) Laid off employees shall indicate, in writing, the positions including classification, full-time or part-time, and workplace for which they wish to be considered should a vacancy arise. Vacancies shall be filled in accordance with Article 20;
 - (ii) An employee may change her selection at any time by notifying the employer in writing;
 - (iii) An employee on lay-off may elect to work in a casual capacity or temporary positions, Without prejudicing her right to compete for vacancies.

- (b) If a laid off employee is successful in her application to a posted position in (i) above, she shall report for duty **as** specified in the Letter of Confirmation sent by registered mail to the employee's last known address. A copy of the Letter of Confirmation will be sent to the Union. Failure to accept the position within fourteen (14) calendar days of issuance of the Letter of Confirmation will automatically cancel the awarding of the position to the employee. The employee will then be subject to Article 9.04. The Employer would then award the position to the next most senior qualified applicant.
- (c) Laid off employees shall keep the employer advised of their current address and telephone number.
- (d) Total accumulated time on lay-off shall not exceed a period of three (3) years unless otherwise agreed.
- (e) The employer shall provide the Union with a list of H.S.A.S. Members on lay-off indicating their seniority. The list shall be updated and forwarded to the Union whenever changes occur.
- (f) The employer shall offer all casual and temporary work of less than six (6) months in the following manner:
 - (i) First consideration shall be given to qualified H.S.A.S. members on lay-off from the workplace where the work is required who have indicated an availability for this type of work and who have the ability to perform the work.
 - (ii) Second consideration shall be given to qualified H.S.A.S. members who are part-time or casual employed at the workplace where this type of work is required and who have the ability to perform the work.
 - (iii) Third consideration shall be given to qualified H.S.A.S. members on lay-off from other workplaces within the geographic boundaries of the Health District who have indicated **an** availability for this type of work and who have the ability to perform the work.

25.11 Severance Pay

An employee who is laid **off** and chooses to terminate employment as per Article 25.08 (a) (iv), will be entitled to receive severance pay in the amount of one week's pay for each year of service or part thereof. This payment will be pro-rated for other than full-time employees.

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25.12 Trial Period

Except as mutually agreed between the employer and the union, employees who assume a position through placement (Article 25.07) or displacement (Article 25.09) or work resumption (Article 25.10), shall be considered on trial **as** per Article 20.08. During this trial period, employees shall be provided with orientation and such existing in-house training **as** required to fulfil their new duties. Where the existing in-house training program exceeds three (3) months, this trial period may be extended by mutual agreement. During this trial period the employee may be returned to lay-off if not considered capable or may request same without further recourse to the bumping procedure.

25.13 Hourly Salary

- (a) When an employee resumes work after lay-off in the same classification **as** the position held prior to layoff, the employee shall be paid at the step which was being paid at the time of lay-off, and the hours worked prior to lay-off will be credited towards the next increment date.

- (b) When an employee resumes work after lay-off in a different classification **from** the position held prior to lay-off, the employee shall be paid in accordance with Articles 20.10, 20.11 or 20.12.

25.14 Sick And Vacation Credits

When an employee resumes work from lay-off, the employee will retain her accumulated sick leave credits, if any, and service toward calculation of vacation credits existing at time of lay-off.

ARTICLE 26 - MANAGEMENT - UNION COMMITTEE

G.E.I

At the request of either party, a joint committee shall be established to deal with such matters of mutual concern as may arise from time to time in the operation of the employer. The Committee shall be composed of representatives of the employer **and** the union. The Committee shall meet at the request of either party, within seven (7) calendar days.

ARTICLE 27- PORTABILITY OF BENEFITS AND SENIORITY

Any HSAS member who terminates from one (1) employer and who is employed within ninety calendar (90) days by the same or another employer covered by this agreement, shall transfer:

- (a) unused sick leave credits up to 160 days;
- (b) most recent vacation accrual rate;
- (c) seniority accumulated at time of termination.

Additionally, an employee who is awarded a position via the provincial posting process [Article 20.02(b)] will be eligible to transfer years of service considered in the calculation of vacation accrual.

ARTICLE 28 – WORKPLACE REORGANIZATION

28.01 Reorganization

In the event of:

- (a) technological change;
- (b) merger/amalgamation of employers within a Health District or the merger/amalgamation of Health Districts;
- (c) transfer of services or programs from one workplace or location to another;
- (d) conversion or elimination of a workplace or program;
- (e) other events of similar importance affecting a significant number of employees;

AA The employer shall notify the union as ~~far~~ in advance ~~as~~ possible of the impending change, and in any event shall give ninety (90) days notice. The parties will meet to discuss the implementation of the change and to minimize the disruption to the workforce of such change.

28.02 Principles

- (a) During the implementation or transition period all employees will maintain^{4.E} their wage level;
- (b) The most senior employees within a District and classification, subject to qualification and capability, will be retained;
- (c) Considerations will include the operational needs of the employer and the employment objectives of employees;
- (d) Employees will continue to have rights under Article 25 - Lay-off and Work Resumption;
- (e) Employees' accrual of benefits and other entitlements will be protected;
- (f) The employee will have the right to terminate employment and accept severance as described in Article 25.08 (a) (iv) if the change results in:
 - (i) demotion or
 - (ii) reduction of hours or
 - (iii) a requirement to relocate to a workplace more than 50 kilometers from the original job site/workplace or
 - (iv) no position in the same classification is available for which the employee is qualified and suitable given reasonable and appropriate orientation and on the job training.
- (g) The establishment of new job classifications or rates of pay, or the filling of any vacancies occurring as a result of workplace reorganization, will be in accordance with this Agreement.

ARTICLE 29 – EMPLOYEE BENEFIT PLANS

29.01 Accessing Benefit Plans

Employees who work in more than one Health District shall access benefit plans, **as** listed in this Article, **as** if employed at a single Health District.

29.02 Core Dental Plan

The employer shall, at no cost to employees, provide a dental plan for eligible employees, the benefits **of** which shall be consistent with those contained in the Public Employees Dental Plan as of October 9, 1985.

13. A.S.
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29.03 Group Life Insurance Plan

13.A.1
100%

The employer will pay the premium for the first \$25,000 dollars of basic life insurance coverage under the Saskatchewan Association of Health Organizations Group Life Insurance Plan.

29.04 Pension Plan

- (a) The employer shall participate in the Saskatchewan Association of Health Organizations Pension Plan and agrees to deduct and remit premiums in compliance with the terms of the Plan.
- (b) HSAS members currently under pension plans, other than the SAHO Pension Plan, shall continue their membership in those plans while remaining in the continuous employment of their current employer.

29.05 Extended Health And Enhanced Dental Plans

Effective April 1, 2000, the employer agrees to provide eligible employees with an extended health and enhanced dental plan fully paid by the employer at an annual rate of 2.1% of straight time payroll with the employer's liability capped at that level.

(a) Extended Health Plan

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

(b) Enhanced Dental Plan

To the extent possible the plan shall provide reimbursement at one hundred percent (100%) for preventative, basic and routine services. Major restorative services shall be reimbursed at seventy five percent (75%). Orthodontia shall be provided for employees, their spouse and eligible dependants within the resources available to fund the plan.

29.06 Long Term Disability Income Plan

(a) Joint Funding

A Disability Income 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 plan. Current cost of the plan is 0.88% of regular payroll. Employees will pay a monthly premium calculated as follows:

0.0044 x gross (before tax) regular earnings.

13.A.7
50%



29.07 Annual Benefit Statement

The employer or SAHO shall provide each member of the above noted Plans an annual Employee Benefit Plan Statement. Such statement shall outline:

- (a) Premiums paid by the employee into each benefit plan.
- (b) Benefit coverage under the Group Life Insurance, Long Term Disability Core Dental, Enhanced Dental [April 1, 2000] and Extended Health [April 1, 2000].
- (c) Total sick leave credits available to the employee.
- (d) Pension information including; projected pension at age of 65, projected pension at earliest retirement date without penalty and value of pre-retirement death benefit.

29.08 Benefit Plan Coverage While Away From Work

Employees are encouraged to contact their Human Resources Department regarding coverage under the benefit plans while away on an approved leave of absence, Worker's Compensation claim or disability income claim, etc.

ARTICLE 30 – DURATION OF AGREEMENT

- 30.01** This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after January 1, 1998 up to and including March 31, 2001 and from year to year thereafter unless notification of desire to renegotiate is given in writing.
- 30.02** Either party, not less than thirty (30) days nor more than sixty (60) days before the expiry date hereof, should give notice in writing to the other party to renegotiate this Agreement, or revisions thereof.
- 30.03** It is also agreed between the parties that during the life of this Agreement, there shall be no strikes, work stoppages, slowdowns or lockouts of any kind.

IMPLEMENTATION DATES

January 1, 1998

On existing rates:

- 2% general wage increase with full retroactivity (retroactivity for former SGEU/PSC and CUPE 600 PSC, CUPE 600-01 and 600-6 to October 1, 1997).
- 1.5% special wage increase to members working in EMS with full retroactivity.

January 1, 1999

- * Placing of employees on newly negotiated provincial wage scales, with full retroactivity.
- * New wage scales will include:
 - 2% general wage increase with full retroactivity
 - \$1.00 per hour increase to Physical and Occupational Therapists prior to 2% general wage increase with full retroactivity
 - \$.25 per hour increase to Respiratory Therapists prior to 2% general wage increase with full retroactivity
- * Employees on out of range positions as per Letter of Understanding #14 – Placement on Salary Scales
 - 2% general wage increase with full retroactivity

September 3, 1999

- * EMS employees will be eligible for reimbursement for footwear purchases made after September 3, 1999 upon presentation of receipt.

Earlier of December 5, 1999 or start of two week pay period closest to Date of Signing

- * Eligible employees will be enrolled in the general Disability Income Plan and all premiums adjusted to appropriate levels.
- * New vacation accrual rates implemented.
- * Employees to be credited with appropriate family responsibility leave entitlement and have access to same.

- * New transportation allowance (per kilometer and stipend) implemented.
- * Accumulation of sick leave credits to a maximum of one hundred and sixty (160) days implemented. Employees previously able to access sick leave credits on an other-than-earned basis shall receive dump-in of credits. Employees with greater than 160 days of sick leave credits will be eligible to maintain balances.
- * Standby payment to be adjusted to \$2.19 per hour for regular days and \$4.12 per hour for days off and public holidays.
- * Professional licensing fees due subsequent to this date will be reimbursed to eligible employees at the negotiated level.

January 2000

- * Hours of work adjustments arising from the standardization of hours at 1948.8 hours per year, with the exception of employees currently working 1907 hours per year, to be implemented in January, 2000 on a specific date yet to be determined.
- * Provincial posting protocol to be implemented January 17, 2000.

April 1, 2000

- * 2% general wage increase.
- * Extended Health and Enhanced Dental benefits shall be normalized and provided by the Employer to all eligible employees. The total Employer contribution available shall be capped at a maximum of 2.1% of straight time payroll per year. The Plans must be administered within the resources so allocated.
- * The employee portion of the Employment Insurance rebate will be utilized to normalize the Employer paid portion of Group Life Insurance at \$25,000.

NOTE ON RETROACTIVITY

All employees on staff at September 3, 1999 shall be eligible for retroactive wage adjustments based on all paid hours with any employer.

Employees who have retired from any employer during the term of the agreement shall be eligible for retroactive wage adjustments based on all paid hours **up** to and including the date of retirement.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Addictions Counsellor I	13.784	14.237	14.751	15.295	15.852	16.438	
II	14.751	15.295	15.852	16.438	17.038	17.681	
III	15.295	15.852	16.438	17.038	17.681	18.337	
IV	16.438	17.038	17.681	18.337	19.065	19.835	
Assessor / Coordinator							
Diploma	18.334	19.093	19.843	20.635	21.469	22.326	
Degree	19.273	20.032	20.784	21.576	22.411	23.265	
Audiologist Masters	20.045	20.890	21.754	22.673	23.508	24.363	
Dental Therapist	16.810	17.190	17.480	17.860	18.720		
Dietitian Staff	17.552	18.038	18.681	19.379	20.097	20.846	
InternCoord (Bach)	18.280	19.009	19.737	20.583	21.301	22.082	
InternCoord (Masters)	18.957	19.685	20.413	21.257	21.976	22.758	
Emergency Medical Services							
E.M.T.	10.940	11.610	12.300	13.040	13.820	14.650	
E.M.D.	11.640	12.340	13.080	13.860	14.690	15.570	
E.M.T.A.	12.088	12.822	13.588	14.404	15.264	16.182	
E.M.T.P.	13.810	14.640	15.520	16.450	17.430	18.480	
Exercise / Conditioning T h e r m	16.929	17.615	18.334	19.093	19.844	20.645	
Health Educator I	18.020	18.712	19.447	20.223	21.013	21.838	
II	19.447	20.223	21.013	21.838	22.693	23.589	
* Infection Control Officer	21.260	22.110	23.010	23.910	24.500	25.080	
Mental Health Therapist I	16.653	17.160	17.748	18.353	18.990	19.639	
II	18.353	18.990	19.639	20.300	21.048	21.753	
Music Therapist	16.753	17.474	18.298	19.154	19.772	20.646	
Nutritionist	18.020	18.898	19.776	20.654	21.532	22.410	
Occupational /Physical Therapist							
Diploma	16.929	17.615	18.334	19.093	19.844	20.645	
Degree	17.615	18.334	19.093	19.844	20.645	21.469	
Diploma Senior	18.334	19.093	19.844	20.635	21.469	22.326	
Degree Senior	19.093	19.844	20.635	21.502	22.367	23.265	
Research	20.995	21.839	22.706	23.656	24.617	25.588	
Orthoptist Clinician	16.750	17.350	17.950	18.550	19.150	19.750	
Instruct. / Admin.	17.923	18.565	19.207	19.849	20.491	21.133	

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Orthotist Certified Specialist	21.234 23.079	22.481 24.068	23.316 25.047	24.179 26.107	25.074 27.179	25.964 28.293	
Perfusionist	23.234	23.994	24.659	25.452	26.266		
Pharmacist							
Staff	20.233	20.900	21.892	22.716	23.730	24.596	
Senior	21.976	22.567	23.328	24.173	25.176	26.095	
Pharm D	22.833	23.561	24.416	25.462	26.359	27.310	
Psychology Masters	21.237	22.072	22.822	23.624	24.416	25.246	
Masters Senior	22.724	23.617	24.420	25.278	26.125	27.013	
PhD	27.510	28.408	29.369	30.224	31.207	32.237	
PhD Senior	29.436	30.397	31.425	32.340	33.391	34.494	
Psychometrician B.A.	17.732	18.481	19.220	19.971	20.720	21.507	
Masters	21.237	22.072	22.822	23.624	24.416	25.246	
Prosthetist Certified Specialist	21.234 23.079	22.481 24.068	23.316 25.047	24.179 26.107	25.074 27.179	25.964 28.293	
Public Health Inspector							
Staff	17.299	17.865	18.429	19.050	19.670	20.690	
Senior	19.089	19.795	20.501	21.207	21.913	22.619	
Recreation Therapist							
Diploma	14.850	15.290	15.860	16.310	16.830	17.370	
Degree	15.290	15.860	16.310	16.830	17.370	17.930	
Diploma Senior	15.890	16.360	16.970	17.452	18.008	18.586	
Degree Senior	16.360	16.970	17.452	18.008	18.586	19.185	
Respiratory Therapist	15.809	16.316	16.823	17.404	17.963	18.555	19.209
Social Worker BSW	16.900	17.620	18.340	19.060	19.780	20.500	
BSW Senior	18.083	18.853	19.624	20.394	21.165	21.935	
MSW	18.998	19.885	20.699	21.670	22.547	23.529	
MSW Senior	20.328	21.277	22.148	23.187	24.125	25.176	
Speech Language Pathologist							
Bach	17.689	18.397	19.093	19.770	20.498	21.257	
Masters	20.045	20.890	21.754	22.673	23.058	24.363	
* Senior	21.708	22.624	23.560	24.555	25.459	26.385	
* Asterisk denotes need for further discussion							

	step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Addictions Counsellor I		14.522	15.046	15.601	16.169	16.767	
II	15.046	15.601	16.169	16.767	17.379	18.035	
III	15.601	16.169	16.767	17.379	18.035	18.704	
IV	16.767	17.379	18.035	18.704	19.446	20.232	
Assessor / Coordinator							
Diploma	18.701	19.475	20.240	21.048	21.898	22.773	
Degree	19.658	20.433	21.200	22.008	22.859	23.730	
Audiologist Masters	20.446	21.308	22.189	23.126	23.978	24.850	
Dental Therapist	17.146	17.534	17.830	18.217	19.094		
Dietitian Staff	17.903	18.399	19.055	19.767	20.499	21.263	
InternCoord (Bach)	18.646	19.389	20.132	20.995	21.727	22.524	
InternCoord (Masters)	19.336	20.079	20.821	21.682	22.416	23.213	
Emergency Medical Services							
E.M.T.	11.326	12.020	12.734	13.500	14.308	15.167	
E.M.D.	12.051	12.776	13.542	14.349	15.209	16.120	
E.M.T.A.	12.686	13.462	14.262	15.121	16.024	16.987	
E.M.T.P.	14.297	15.157	16.068	17.031	18.045	19.132	
Exercise / Conditioning Therapist	17.268	17.967	18.701	19.475	20.241	21.058	
Health Educator I	18.380	19.086	19.836	20.627	21.433	22.275	
II	19.836	20.627	21.433	22.275	23.147	24.061	
* Infection Control Officer							
Mental Health Therapist I	16.986	17.503	18.103	18.720	19.370	20.032	
II	18.720	19.370	20.032	20.706	21.469	22.188	
Music Therapist	17.088	17.823	18.664	19.537	20.167	21.059	
Nutritionist	18.380	19.276	20.172	21.067	21.963	22.858	
Occupational / Physical Therapist							
Diploma	17.268	17.967	18.701	19.475	20.241	21.058	
Degree	17.967	18.701	19.475	20.241	21.058	21.898	
Diploma Senior	18.701	19.475	20.241	21.048	21.898	22.773	
Degree Senior	19.475	20.241	21.048	21.932	22.814	23.730	
Research	21.415	22.276	23.160	24.129	25.109	26.100	
Orthoptist Clinician	17.085	17.697	18.309	18.921	19.533	20.145	
Instruct. / Admin.	18.281	18.936	19.591	20.246	20.901	21.556	

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Orthotist Certified Specialist	21.659 23.541	22.931 24.549	23.782 25.548	24.663 26.629	25.575 27.723	26.483 28.859	
Perfusionist	23.699	24.474	25.152	25.961	26.791		
Pharmacist							
Staff	20.638	21.318	22.330	23.170	24.205	25.088	
Senior	22.416	23.018	23.795	24.656	25.680	26.617	
Pharm D	23.290	24.032	24.904	25.971	26.886	27.856	
Psychology Masters	21.662	22.513	23.278	24.096	24.904	25.751	
Masters Senior	23.178	24.089	24.908	25.784	26.648	27.553	
PhD	28.060	28.976	29.956	30.828	31.831	32.882	
PhD Senior	30.025	31.005	32.054	32.987	34.059	35.184	
Psychometrician B.A.	18.087	18.851	19.604	20.370	21.134	21.937	
Masters	21.662	22.513	23.278	24.096	24.904	25.751	
Prosthetist Certified Specialist	21.659 23.541	22.931 24.549	23.782 25.548	24.663 26.629	25.575 27.723	26.483 28.859	
Public Health Inspector							
Staff	17.645	18.222	18.798	19.431	20.063	21.104	
Senior	19.471	20.191	20.911	21.631	22.351	23.071	
* Recreation Therapist							
Diploma	15.147	15.596	16.177	16.636	17.167	17.717	
Degree	15.596	16.177	16.636	17.167	17.717	18.289	
Diploma Senior	16.208	16.687	17.309	17.801	18.368	18.958	
Degree Senior	16.687	17.309	17.801	18.368	18.958	19.569	
Respiratory Therapist	16.125	16.642	17.159	17.752	18.322	18.926	19.593
Social Worker BSW	17.238	17.972	18.707	19.441	20.176	20.910	
BSW Senior	18.445	19.230	20.016	20.802	21.588	22.374	
MSW	19.378	20.283	21.113	22.103	22.998	24.000	
MSW Senior	20.735	21.703	22.591	23.651	24.608	25.680	
Speech Language Pathologist							
Bach	18.043	18.765	19.475	20.165	20.908	21.682	
Masters	20.446	21.308	22.189	23.126	23.978	24.850	
* Senior	22.142	23.076	24.031	25.046	25.968	26.913	
* Asterisk denotes need for further discussion							

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Addictions Counsellor I II III IV	14.341	14.812	15.347	15.913	16.492	17.102	
	15.347	15.913	16.492	17.102	17.727	18.396	
	15.913	16.492	17.102	17.727	18.396	19.078	
	17.102	17.727	18.396	19.078	19.835	20.637	
Assessor / Coordinator							
Diploma	19.075	19.864	20.645	21.469	22.336	23.228	
Degree	20.051	20.842	21.624	22.448	23.316	24.205	
Audiologist Masters	20.855	21.734	22.633	23.589	24.458	25.347	
Dental Therapist	17.489	17.885	18.187	18.581	19.476		
Dietitian Staff InternCoord (Bach) InternCoord (Masters)	18.261	18.767	19.436	20.162	20.909	21.688	
	19.019	19.777	20.535	21.415	22.151	22.974	
	19.723	20.481	21.237	22.116	22.864	23.677	
Emergency Medical Services							
E.M.T.	11.553	12.260	12.989	13.770	14.594	15.470	
E.M.D.	12.292	13.032	13.813	14.636	15.513	16.442	
E.M.T.A.	12.940	13.731	14.547	15.423	16.344	17.327	
E.M.T.P.	14.583	15.460	16.389	17.372	18.406	19.515	
Exercise / Conditioning Therapist	17.613	18.326	19.075	19.865	20.646	21.479	
Health Educator I II	18.748	19.468	20.233	21.040	21.862	22.721	
	20.233	21.040	21.862	22.721	23.610	24.542	
* Infection Control Officer							
Mental Health Therapist I II	17.326	17.853	18.465	19.094	19.757	20.433	
	19.094	19.757	20.433	21.120	21.898	22.632	
Music Therapist	17.430	18.179	19.037	19.928	20.571	21.480	
Nutritionist	18.748	19.662	20.575	21.488	22.402	23.315	
Occupational / Physical Therapist							
Diploma	18.633	19.346	20.095	20.885	21.666	22.499	
Degree	19.346	20.095	20.885	21.666	22.499	23.356	
Diploma Senior	20.095	20.885	21.666	22.489	23.356	24.248	
Degree Senior	20.885	21.666	22.489	23.391	24.290	25.225	
Research	22.863	23.742	24.643	25.632	26.631	27.642	
Orthoptist Clinician Instruct. / Admin.	17.427	18.051	18.675	19.299	19.924	20.548	
	18.647	19.315	19.983	20.651	21.319	21.987	

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Orthotist Certified Specialist	22.092 24.012	23.390 25.040	24.258 26.059	25.156 27.162	26.087 28.277	27.013 29.436	
Perfusionist	24.173	24.963	25.655	26.480	27.327		
Pharmacist							
Staff	21.051	21.744	22.777	23.633	24.689	25.590	
Senior	22.864	23.478	24.271	25.149	26.194	27.149	
Pharm D	23.756	24.513	25.402	26.490	27.424	28.413	
Psychology Masters	22.095	22.963	23.744	24.578	25.402	26.266	
Masters Senior	23.642	24.571	25.406	26.300	27.181	28.104	
PhD	28.621	29.556	30.555	31.445	32.468	33.540	
PhD Senior	30.626	31.625	32.695	33.647	34.740	35.888	
Psychometrician B.A.	18.449	19.228	19.996	20.777	21.557	22.376	
Masters	22.095	22.963	23.744	24.578	25.402	26.266	
Prosthetist Certified Specialist	22.092 24.012	23.390 25.040	24.258 26.059	25.156 27.162	26.087 28.277	27.013 29.436	
Public Health Inspector							
Staff	17.998	18.586	19.174	19.820	20.464	21.526	
Senior	19.860	20.595	21.329	22.064	22.798	23.532	
* Recreation Therapist							
Diploma	15.450	15.908	16.501	16.969	17.510	18.071	
Degree	15.908	16.501	16.969	17.510	18.071	18.655	
Diploma Senior	16.532	17.021	17.655	18.157	18.735	19.337	
Degree Senior	17.021	17.655	18.157	18.735	19.337	19.960	
Respiratory Therapist	16.703	17.230	17.757	18.362	18.943	19.560	20.240
Social Worker BSW	17.583	18.331	19.081	19.830	20.580	21.328	
BSW Senior	18.814	19.615	20.416	21.218	22.020	22.821	
MSW	19.766	20.689	21.535	22.545	23.458	24.480	
MSW Senior	21.150	22.137	23.043	24.124	25.100	26.194	
Speech Language Pathologist							
Bach	18.404	19.140	19.865	20.568	21.326	22.116	
Masters	20.855	21.734	22.633	23.589	24.458	25.347	
* Senior	22.585	23.538	24.512	25.547	26.487	27.451	
* Asterisk denotes need for further discussion							

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Addictions Counsellor I II III IV	14.628	15.108	15.654	16.231	16.822	17.444	
	15.654	16.231	16.822	17.444	18.082	18.764	
	16.231	16.822	17.444	18.082	18.764	19.460	
	17.444	18.082	18.764	19.460	20.232	21.050	
Assessor / Coordinator							
Diploma	19.457	20.261	21.058	21.898	22.783	23.693	
Degree	20.452	21.259	22.056	22.897	23.782	24.689	
Audiologist Masters	21.272	22.169	23.086	24.061	24.947	25.854	
Dental T h e r m	17.839	18.243	18.551	18.953	19.866		
Dietitian Staff Intern Coord (Bach) Intern Coord (Masters)	18.626	19.142	19.825	20.565	21.327	22.122	
	19.399	20.173	20.946	21.843	22.594	23.433	
	20.117	20.891	21.662	22.558	23.321	24.151	
Emergency Medical Services							
E.M.T.	11.784	12.505	13.249	14.045	14.886	15.779	
E.M.D.	12.538	13.293	14.089	14.929	15.823	16.771	
E.M.T.A.	13.199	14.006	14.838	15.731	16.671	17.674	
E.M.T.P.	14.875	15.769	16.717	17.719	18.774	19.905	
Exercise / Conditioning T h e r m	17.965	18.693	19.457	20.262	21.059	21.909	
Health Educator I II	19.123	19.857	20.638	21.461	22.299	23.175	
	20.638	21.461	22.299	23.175	24.082	25.033	
Infection Control Officer							
Mental Health therapist I II	17.673	18.210	18.834	19.476	20.152	20.842	
	19.476	20.152	20.842	21.542	22.336	23.085	
Music Therapist	17.779	18.543	19.418	20.327	20.981	21.910	
Nutritionist	19.123	20.055	20.987	21.918	22.850	23.781	
Occupational/ Physical Therapist							
Diploma	19.006	19.733	20.497	21.303	22.099	22.949	
Degree	19.733	20.497	21.303	22.099	22.949	23.823	
Diploma Senior	20.497	21.303	22.099	22.939	23.823	24.733	
Degree Senior	21.303	22.099	22.939	23.859	24.776	25.730	
Research	23.320	24.217	25.136	26.145	27.164	28.195	
Orthoptist Clinician Instruct./Admin.	17.776	18.412	19.049	19.685	20.322	20.959	
	19.020	19.701	20.382	21.064	21.745	22.427	

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Orthotist Certified Specialist	22.534 24.492	23.858 25.541	24.743 26.580	25.659 27.705	26.609 28.843	27.553 30.025	
Perfusionist	24.656	25.462	26.168	27.010	27.874		
Pharmacist							
Staff	21.472	22.179	23.233	24.106	25.183	26.102	
Senior	23.321	23.948	24.756	25.652	26.718	27.692	
Pharm D	24.231	25.003	25.910	27.020	27.972	28.983	
Psychology Masters	22.537	23.422	24.219	25.070	25.910	26.791	
Masters Senior	24.115	25.062	25.914	26.826	27.725	28.666	
PhD	29.193	30.147	31.166	32.074	33.117	34.211	
PhD Senior	31.239	32.258	33.349	34.320	35.435	36.606	
Psychometrician B.A.	18.818	19.613	20.396	21.193	21.988	22.824	
Masters	22.537	23.422	24.219	25.070	25.910	26.791	
Prosthetist Certified Specialist	22.534 24.492	23.858 25.541	24.743 26.580	25.659 27.705	26.609 28.843	27.553 30.025	
Public Health Inspector							
Staff	18.358	18.958	19.557	20.216	20.873	21.957	
Senior	20.257	21.007	21.756	22.505	23.254	24.003	
* Recreation Therapist							
Diploma	15.759	16.226	16.831	17.308	17.860	18.432	
Degree	16.226	16.831	17.308	17.860	18.432	19.028	
Diploma Senior	16.863	17.361	18.008	18.520	19.110	19.724	
Degree Senior	17.361	18.008	18.520	19.110	19.724	20.359	
Respiratory Therapist	17.037	17.575	18.112	18.729	19.322	19.951	20.645
Social Worker BSW	17.935	18.698	19.463	20.223	20.992	21.755	
BSW Senior	19.190	20.007	20.824	21.642	22.460	23.277	
MSW	20.161	21.103	21.966	22.996	23.927	24.970	
MSW Senior	21.573	22.580	23.504	24.606	25.602	26.718	
Speech Language Pathologist							
Bach	18.772	19.523	20.262	20.979	21.753	22.558	
Masters	21.272	22.169	23.086	24.061	24.947	25.854	
* Senior	23.037	24.009	25.002	26.058	27.017	28.000	
* Asterisk denotes need for further discussion							

APPENDIX A

INCORPORATION OF STANDBY HOURS INTO SENIORITY

As set out in Article 9.01(b), employees assigned to standby shall have such hours credited to seniority.

The crediting of standby hours shall occur monthly on dates identified as the payroll month end. Employees utilizing seniority during a calendar month, **as** permitted under the collective agreement, shall have access to standby hours credited up to the previous month end.

APPENDIX B

SENIORITY

1. The seniority with which employees are credited to December 1, 1999, will be as follows:
 - (a) All employees represented by a union prior to July 22, 1997, will have their seniority calculated under the terms of their former collective bargaining agreement;
 - (b) Where seniority under the former agreement was expressed in a form other than hours, the seniority will be converted to hours as follows [Research required]
 - (c) Employees who have more than one accumulated seniority credit within a Health District due to working at more than one workplace or in more than one previous bargaining unit, shall be credited with all combined seniority, to a maximum of full-time hours for each year in which seniority was earned.
 - (d) All employees not represented by a union prior to July 22, 1997, shall have their seniority calculated under the terms of Article 8, as much as reasonably practicable, with such application excluding:
 - Standby according to Article 14.11.
 - Any time worked as a manager as defined by the Trade Union Act.
2. The employer will publish a seniority list according to (1) above as soon as possible upon the signing of this agreement. Employees will have 90 days after the publication of the list to appeal the seniority with which they have been credited. Such appeals will be heard by a Joint Appeals Committee, consisting of two appointees by the Union and two appointees by the employers.
3. Appeals to the Joint Appeals Committee will be limited to: 6E4
 - (a) Disputes about the calculation of seniority for employees not represented by a union prior to July 22, 1997;
 - (b) Disputes about the calculation of seniority for employees represented by a union prior to July 22, 1997, when such disputes arise out of calculations since the last publication of a seniority list under the appropriate collective agreement;
 - (c) Matters arising out of movement into or among previous bargaining units, provided that in no case will such movement prior to April 28, 1993 be addressed;
 - (d) Matters which had previously been brought to the attention of the Union, or to the attention of other unions previously representing the employee, and still in abeyance.

APPENDIX C

IMPLEMENTATION OF FAMILY RESPONSIBILITY LEAVE

Effective the date of signing the SAHO/HSAS collective agreement, full-time employees who have been employed for one year or longer will be credited with four (4) days [32 hours] of family responsibility leave. Other than full-time employees, and full-time employees who have been employed for less than one year, will receive a prorated portion of four (4) days based on the percentage of full-time hours worked in the previous twelve (12) months. Utilization of such days will be in accordance with Article 10.06 of the SAHO/HSAS collective agreement.

If, on the first anniversary of the date of signing, the new payroll system is not operational, the above procedure will be utilized to adjust individual family responsibility leave accounts for an additional 12 month period. At no time will individual family responsibility leave accounts exceed 5 days [40 hours].

Subsequent to implementation of the new payroll system, the accrual method, as specified in the SAHO/HSAS collective agreement, will commence. All family responsibility leave credits in an individual employee's family responsibility leave account will remain, and the employee will begin accruing in accordance with Article 10.06 of the collective agreement.

APPENDIX D

TRANSITION OF EMPLOYEES TO EARNED VACATION METHOD

The following process will be utilized to allow for the transition of employees formerly under a Collective Agreement that provided for vacation to be taken before it was earned.

- Employees presently using an unearned vacation method will continue under this system until March 31, 2003.
- During this time period, these employees shall be allowed unlimited carry-over of vacation credits.
- At April 1, 2003, these employees shall move wholly under the terms of Article 12 – Vacation. For the vacation year April 1, 2003 to March 31, 2004, the vacation credits available will be those remaining in the employee’s bank March 31, 2003, plus additional credits earned by the time the employee takes vacation.

APPENDIX E

SUMMARY OF LONG TERM DISABILITY INCOME PLAN TERMS

The following provisions are considered as general statements only. For more complete information, contact your Human Resources Department to view the plan text or to obtain a copy of the plan commentary.

(a) Administration

The Disability Income Plan shall be administered by SAHO in accordance with the terms of the plan.

(b) Application For Benefits

Application for benefits must be received by SAHO no later than six (6) months following an employee's date of total disability, or ninety (90) days from the denial or termination of WCB, SGI or other full indemnity benefits. To apply for benefits, claim forms must be completed by the employee, their physician and their employer. Application forms are available from the employer.

(c) Eligibility

The following employees, if under the age of 65, are eligible to participate in the Disability Income Plan:

- Permanent full and part time employees are eligible to join the plan on the day they become a permanent employee.
- Initial eligibility for casual employees will be determined after 26 calendar weeks from date of hire. To be eligible on the first day following this 26 week period, the casual employee must have worked a minimum of 390 hours. If a casual employee does not meet the eligibility requirements during her first 26 calendar weeks of employment, she will not be measured for eligibility again until she has been employed a complete calendar year [January 1 - December 31]. Upon completion of the calendar year, the employee will qualify for disability coverage in the following year if she worked a minimum of 780 hours in the preceding calendar year.
- Temporary employees are not eligible to participate in the plan.

(d) First One Hundred Nineteen Calendar Days Of Disability

During the first one hundred nineteen calendar days of total disability, employees shall use and continue to accumulate sick leave credits in accordance with Article 11 [Sick Leave] of the HSAS Collective Agreement.

If an employee's sick leave credits are exhausted before the end of the one hundred nineteen calendar days qualifying period, she may be eligible for disability benefits through Employment Insurance. However, it is the responsibility of the employee to apply for these benefits.

Any balance of sick leave credits remaining at the end of 119 calendar days remains to the employee's credit until she returns to regular work.

(e) Disability Benefits

The Disability Income Plan will provide a benefit of 75% of pre-disability gross (before tax) regular earnings commencing after one hundred and nineteen (119) consecutive days of total disability. Disability benefits are taxable for income tax purposes. The benefits will continue until total disability ends, age 65, death, or the date an employee establishes permanent residence outside of Canada, whichever occurs first.

(f) Definition of Disability

Totally disabled means for the Qualifying Period (119 days) and the first twenty four **(24)** months immediately following, a condition in which an employee is disabled by illness or accidental injury which prevents them from performing any and every duty of their pre-disability occupation. This is called an employee's "own occupation" period.

Thereafter, totally disabled means a condition in which an employee is unable to perform any and every duty of occupation for which they could be reasonably fitted by education, training or experience.

(g) Disability Benefits Are Reduced By:

- Any benefit payable under the Canadian Pension Plan. NOTE: Disabled employees are required to apply for Canada Pension Disability benefits and report the amount of the benefits received from Canada Pension.
- Earnings from **an** employer.
- Benefits payable under the Worker's Compensation Act and Automobile Insurance.

(h) Claim Continuance

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 by the terms of the Plan, regardless of the fact that the Plan may have subsequently been discontinued or succeeded by a new program.

(i) Mental Illness

Any claim attributable to a mental illness will be treated **as** a claim for any other illness. **A** claim attributable to a mental illness will be paid according to the terms of the Plan.

(j) Benefits Are Not Paid For Claims:

- Caused by intentional self-inflicted injuries.
- From injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country, or participation in a riot.
- If you have established permanent residence outside of Canada.
- During the first year of plan membership resulting from injury or illness related to any injury or illness for which medical attention was received during the six (6) months prior to the employees becoming a member of the plan.
- Which occurred during the period of work stoppage due to a strike, except that the application for benefits may be made immediately following the end of the strike if the member is still qualified in accordance with all the other terms of the plan.
- If any employee is not under continuing medical supervision and treatment considered satisfactory by the Plan.

LETTER OF UNDERSTANDING #1

Re: Contracting Out

1. The Employer will not be restricted by this Letter of Understanding from continuing its historical employment practices including but not limited to contracting out of work of the bargaining unit.
2. However, when contracting out bargaining unit work is required, the employer will ensure no full-time or part time employee with three or more years of seniority will be laid off as a direct result of contracting out.

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In the event the employer is contemplating contracting out bargaining unit work, discussions between union and management shall first take place.

This letter shall remain in effect until the expiry of the Collective Agreement and will deem to expire at this time unless mutually agreed otherwise.

LETTER OF UNDERSTANDING #2

Re: Provincial Union Management EMS Committee

Within one hundred twenty (120) days of the signing of this Agreement, representatives of HSAS , SAHO and Employers will form a joint committee to review issues related to occupational health and safety and such other topics that there is mutual agreement to discuss.

The purpose of this Committee will be to identify areas of concern, discuss remedies and make recommendations to the parties to facilitate needed change.

Each party shall appoint their own representatives to this Committee and bear the cost of those representatives.

LETTER OF UNDERSTANDING #3

Re: Existing Letters of Understanding and Present Conditions and Benefits

1. The parties agree that, upon signing this agreement, they will undertake a review of all such Letters of Understanding to identify such things as currency of application, opportunities for consolidation, or issues and conflicts arising out of the Letters of Understanding.
2. Letters of Understanding made between the parties, or between a Trade Union which previously represented any employee currently represented by HSAS and any employer will continue in force unless directly superceded by or in contravention of this agreement, or as negotiated otherwise.

LETTER OF UNDERSTANDING #4

Re: Establishment of Sick Leave Benefits

Employees who previously had access to sick leave under a model that was not based on a monthly earned accumulation shall be credited with fifteen **(15)** days (one hundred and twenty hours) per year of service. The amount will be prorated for other than full time employees on the basis of paid hours.

LETTER OF UNDERSTANDING #5

Re: Vacation Pay and Sick Pay on Termination or Retirement

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

Local HSAS /RUH

Severance Pay Provisions

The following provisions shall apply.

Employees engaged prior to April 1st, 1974, who are superannuated after five (5) or more years of continuous service with the Hospital, shall receive a severance allowance amounting to one-third (1/3) of unexpended sick leave credits. * For the purpose of this clause, the maximum pay that an employee may receive shall not exceed two (2) months.

* For those employees engaged prior to January 1st, 1966, sick leave credits for the purpose of calculating the appropriate severance allowance on superannuation, shall be calculated from January 1st, 1976. The formula to be employed shall be as follows:

Sick leave credits earned after January 1st, 1976, less sick leave credits utilized after January 1st, 1976, equals SICK LEAVE ACCUMULATION FOR SEVERANCE ALLOWANCE CALCULATION.

For those employees engaged prior to January 1st, 1966, severance pay provisions for terminating employees has been canceled by the one-time payout in 1976 of the benefit as calculated at December 31st, 1975. Accumulated sick leave credits for these employees shall remain unchanged except for the purpose of calculating the appropriate amount of severance allowance on superannuation.

Local HSAS /RGH

Sick Leave

All employees, covered by this Agreement, on staff prior to April 1st, 1974, having ten (10) or more years of continuous service with the Hospital, shall upon termination of employment in good standing, receive payment at the current rate of pay for fifty per cent

(50%) of accumulated paid sick leave credits providing the total accumulated credit is thirty (30) days or more to a maximum of one hundred and twenty (120) days.

SGEU/PSC

Vacation Entitlement in Year of Retirement

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

For Permanent Lay-off or Ill Health or Incapacity

Employees whose employment is terminated:

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

CUPE Local 600/PSC

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

Gratuity

- (a) Employees retired on account of age who are not eligible for superannuation shall receive a gratuity (not exceeding four (4) months' salary) in lieu, in an amount equal to one-third (1/3) of the unexpended sick leave accumulated from date of employment to July 31st, 1951. Payment will be calculated on salary being paid at the time of retirement.

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

CUPE Local 600-01 & 6/SAHO

Notwithstanding anything contained in the foregoing clauses, employees who are superannuated or retired before December 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.

SGEU/Wascana/SAHO

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

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

SGEU/Wascana/Lakeside/Parkland/SAHO

Employees whose employment is terminated:

- (a) due to permanent lay-off following three (3) years on the lay-off list; or
- (b) due to ill health or physical and mental incapacity and who are not eligible for pension under section 10(b) of the Public Service Superannuation Act, or for a payment under Section 16, 47 or 48 of the said Act, or under the Saskatchewan Association of Health Organization's Pension Plan shall be entitled to receive a gratuity in an amount equal to one third of their unexpended sick leave accumulated from the date of employment to the date of separation. Payment will be calculated on salary being paid on date of separation.

SAHO/SEIU

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

1. shall be entitled to the same vacation pay which the employee would have earned had the employee continued employment to the end of the vacation year; and
2. provided the employee has an accumulation of sick leave credits, shall be eligible for a salary grant in lieu thereof equal to one-sixth (1/6) of the credit after ten (10) years of service, one-third (1/3) 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.

CUPE 07 (176)/Regina Health District

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 District Health Board, except by dismissal, shall be paid at his or her regular rate of pay in the amount of fifty (50%) percent of all accumulated sick leave the employee may have to his or her credit or seventy-eight (78) days whichever **is** the lesser (i.e. twenty-nine (29) days credit - payment nil, thirty (30) days credit - payment fifteen (15) days).

LETTER OF UNDERSTANDING #6

Re: Home Care – Hours of Work

The parties agree to establish a committee, with equal representation from HSAS and SAHO, to discuss Home Care Hours of Work, Assignment of Work and related issues. The parties agree that Articles 10.08, 13.01(a), 13.02, 13.06 and 13.06.1 (new kilometer reimbursement rate and travel allowance provisions to apply) of the SGEU/Home Care collective agreement will continue to apply to those employees in Bargaining units covered by the Agreement until new provisions are agreed upon.

C.E.S

Assignment of work systems and geographical boundary arrangements that apply to previously unrepresented Home Care employees will also remain in effect until the conclusion of the Committee's discussions.

It is the intent of both parties to conclude such Committee discussions by March 1, 2000.

LETTER OF UNDERSTANDING #7

Re: Review of Field Hours

Prior to April 1, 2000 the employer and union will review the use of field hours within each District. Discussions will include determining which employees will be designated **as** working field hours as well **as** which hours of work regime will apply when positions are vacated, If agreement can not be reached for current employees, the hours of work regime in effect at date of signing will apply.

C.E.C

LETTER OF UNDERSTANDING #8

Re: Personal/Education Allowance

Employees who were previously covered by the HSAS /SAHO agreement or the PTA Agreement, and are in receipt of a personal/education allowance specified in the agreement, will continue to receive such allowance as provided under the terms of their former Collective Agreement.

Health Educators and Infection Control Officers who were previously covered by the SUN/SAHO Collective Agreement, and are in receipt of education allowance **as** per Article 32.01, will continue to receive such allowance in the amount in effect December 1, 1999.

LETTER OF UNDERSTANDING #9

Re: Positions Experiencing Recruitment and Retention Difficulties

It is agreed that within 180 days of signing the Collective Agreement, SAHO and HSAS will collaborate in the identification of job classifications experiencing recruitment and retention difficulties, **as** well **as** the development and presentation of submissions to The Department of Health, in an effort to obtain additional funding to help address the difficulties.

LETTER OF UNDERSTANDING #10

Re: Cost of Printing Copies of the Collective Agreement for Distribution to New Employees

It is agreed between the parties that the cost of printing copies of the Collective Agreement for distribution to employees by the Employer as provided in Article 4.01 shall be shared equally by the Saskatchewan Association of Health Organizations and the Health Sciences Association of Saskatchewan.

LETTER OF UNDERSTANDING #11

Re: Joint Job Evaluation

SAHO and HSAS agree to, within sixty (60) days of ratification of this collective agreement, commence to work co-operatively on a gender-neutral Joint Job Evaluation Plan (JJEP) for all employees within the scope of HSAS . The JJEP will fall under the jurisdiction of the Government of Saskatchewan Equal Pay for Work of Equal Value Framework, and will be completed according to the following principles.

1. The JJEP will not be tied to the participation of any other union, but may be completed in conjunction with or in co-operation with programs involving other unions.
2. The parties agree to create a Joint Job Evaluation Steering Committee (JJESC) which will be composed of equal numbers of HSAS and SAHO representatives. The JJESC will develop and oversee the JJEP, and will operate by consensus.
3. The parties commit to a detailed Terms of Reference for the JJESC. The JJESC will develop and recommend detailed Terms of Reference to the parties within sixty (60) days of its appointment.
4. ^{6-D.1} The development of a gender neutral job-evaluation methodology will be completed as soon as possible and no later than 12 months from the date of the approval of the JJESC Terms of Reference.
5. Every effort will be made to complete the evaluation of jobs by October 31, 2001.
6. The JJEP will be provincially administered and costs in respect of the development and implementation of the JJEP will be borne by a JJEP budget. Costs paid by SAHO from the JJEP budget will include, but not be limited to, payment for work of joint committee(s), including time away from work, expenses and committee training.
7. Following completion of JJEP development and the evaluation and allocation of jobs, the parties will meet to negotiate the creation of a wage structure, and once the implementation costs are determined, the parties shall negotiate the amount of any equity adjustments and how those adjustments will be phased in over time, allocated and distributed to employees. The effective date of implementation of the JJEP shall not be later than April 1, 2001. Such equity adjustments shall be a minimum of 1% straight time payroll per fiscal year, for a total minimum commitment of 8% of straight time payroll.
8. Where any dispute over the development and application of the JJEP is not resolved by the JJESC, the parties will endeavor to resolve the dispute with the service of a mediator. Should any dispute continue to be unresolved, the parties will seek speedy adjudication of the dispute through a mutually acceptable single Arbitrator. Should the parties fail to agree on the appointment of an Arbitrator, the parties agree to have the Chief Justice, Saskatchewan Court of Queen's Bench, name the Arbitrator.

LETTER OF UNDERSTANDING #12

Re: Letters of Appointment For Part Time Employees

Within 90 days of signing this agreement the employer will issue letters of appointment to all part time employees who have not previously received a letter of appointment.

LETTER OF UNDERSTANDING #13

Re: Maintaining Terms and Conditions of Employees Previously Covered by CUPE 59/SDH Collective Agreement

Employees previously covered by the collective agreement between Saskatoon District Health – Public Health Services and Canadian Union of Public Employees #59 and to whom the following provisions currently apply shall maintain them:

Severance Pay

For full-time employees:

Severance pay will be payable on the basis of two percent (2%) per year of employment of accumulated sick leave credit at the date the employee leaves the civic service, to a maximum of sixty percent (60%) of such credit. Payment shall be based on the average rate of pay during the last ten (10) years of service.

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

Severance pay is not applicable to part-time, temporary and casual employees.

Car Allowance

- * An employee in a position that requires the use of her vehicle for the conduct of the employer's business on a continuing basis as a condition of employment shall be paid one hundred and eighty-two dollars and eighty cents (\$182.80) per month (flat amount) minimum payment plus \$.2951 per kilometre (variable amount) for all duty kilometres travelled.

The flat and variable portions of car allowance will be increased in direct relationship to the increase of the auto operation segment, transportation component of the Consumer Price Index of Canada. For every one percent (1%) increase in the auto operation segment, the car allowance will be increased by one percent (1%). Computation will be made semi-annually with change to be effective July 1 and January 1 based on the increase due the previous six (6) months.

NOTE: Increases will be calculated by subtracting the latest index from the last highest index that had produced the previous increase in the car allowance.

- * Where, as a matter of mutual convenience between the Manager and employees, said employees are requested to use their private automobiles for occasional travel in the public service, then the following schedule of payment shall apply: \$4.72 per day or \$.2951 per kilometre. The schedule of payment shall be adjusted in accordance with the application of the formula as described above.

Hours of Work

Employees working 1907 hours annually will continue to do so, and will be paid a hourly rate in accordance with the appropriate scales as follows:

January 1/1999

April 1/2000

Public Health Inspector

1999	20.684	21.256	21.880
2000	21.098	21.681	22.318

Senior Public Health Inspector

1999	23.159	23.679	24.252
2000	23.622	24.153	24.737

Nutritionist I/ Health Educator

1999	21.036	21.744	22.441	23.117	23.815
2000	21.457	22.179	22.890	23.579	24.291

Dental Therapist

1999	17.489	17.885	18.187	18.581	19.476
2000	17.839	18.243	18.551	18.953	19.866

LETTER OF UNDERSTANDING #14

Re: Placement on Salary Scales

The following will be effective January 1, 1999 and all rates will be as adjusted January 1, 1998.

1. Except as otherwise provided below, all employees will be placed at the appropriate step of the newly established Wage Schedule applicable to their classification based on length of service.
2. **Any** employee whose current wage rate exceeds the top of the range will be maintained at that salary. The employee will have her wage adjusted by each general wage increase, January 1, 1999 and April 1, 2000. 11.D f
3. EMS employees shall be placed at the appropriate step of the Wage Schedule except where they have a higher current hourly rate which has been established as part of an overall compensation scheme. In such cases the parties shall meet to negotiate proper placement on the range.
4. Wherever' an employee works in a position that is titled differently than the established classifications, but has had a negotiated scale that is identical to that for an established classification, she will continue to be paid according to the scale for that classification.
5. Where an employee is paid according to a unique negotiated wage rate or scale, or according to some scale which was not anticipated to be part of the new wage grid, then that employee shall receive the general wage increased provided by this collective agreement. The particular wage rate or scale will continue until negotiated otherwise or until the job is evaluated and assigned to a new classification plan arising out of the Joint Job Evaluation Plan.
6. When an employee is at a step below the top of the range, such that her current rate of pay as adjusted January 1, 1998 and January 1, 1999 is greater than that provided by the appropriate step of the new range for her classification, but where the top of her current range as adjusted January 1, 1998 and January 1, 1999 is less than 3% greater than the top of the new range, then the employee will remain at her current rate of pay until her increment date. On her increment date she will be placed at the step of the new range which provides for an increase in her rate of pay.

7. When an employee is on a current wage range which provides for a higher rate of pay than that of the appropriate step on the new range appropriate to her position, and where the top of her current range is 3% or more greater than the top of the new range, then the employee will retain her current wage range, as adjusted by the general wage increases provided by this collective agreement. In particular the following ranges shall be retained:

CUPE 600

Step1 Stet12 Step3 Step4 Step5 Step6

Psychologist 3

Sept. 30, 1997	22.410	23.290	24.260	25.230	26.270	27.390
Oct. 1, 1997	22.858	23.756	24.745	25.735	26.795	27.938
Jan. 1, 1999	23.315	24.231	25.240	26.250	27.331	28.497
Apr. 1, 2000	23.781	24.716	25.745	26.775	27.878	29.067

Social Services Program Worker 2

Sept. 30, 1997	18.880	19.600	20.375	21.188	22.012	22.880
Oct. 1, 1997	19.258	19.992	20.783	21.612	22.452	23.338
Jan. 1, 1999	19.643	20.392	21.199	22.044	22.901	23.805
Apr. 1, 2000	20.036	20.800	21.623	22.485	23.359	24.281

Social Services Program Worker 3

Sept. 30, 1997	20.375	21.188	22.012	22.880	23.770	24.710
Oct. 1, 1997	20.783	21.612	22.452	23.338	24.245	25.204
Jan. 1, 1999	21.199	22.044	22.901	23.805	24.730	25.708
Apr. 1, 2000	21.623	22.485	23.359	24.281	25.225	26.222

Educational Psychologist (Masters)

Sept. 30, 1997	21.838	22.693	23.589	24.533	25.524	26.569
Oct. 1, 1997	22.275	23.147	24.061	25.024	26.034	27.100
Jan. 1, 1999	22.721	23.610	24.542	25.524	26.555	27.642
Apr. 1, 2000	23.175	24.082	25.033	26.034	27.086	28.195

SGEU/PSC

	<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>
<u>Psychologist 3</u>						
Sept. 30, 1997	22.263	23.138	24.077	25.022	26.032	27.140
Oct. 1, 1997	22.708	23.601	24.559	25.522	26.553	27.683
Jan. 1, 1999	23.162	24.073	25.050	26.032	27.084	28.237
Apr. 1, 2000	23.625	24.554	25.551	26.553	27.626	28.802

Social Service Program Worker 2

Sept. 30, 1997	18.777	19.491	20.264	21.072	21.896	22.755
Oct. 1, 1997	19.153	19.881	20.669	21.493	22.334	23.210
Jan. 1, 1999	19.536	20.279	21.0882	21.323	22.781	23.674
Apr. 1, 2000	19.927	20.685	21.504	22.361	23.237	24.147

Social Service Program Worker 3

Sept. 30, 1997	20.264	21.072	21.896	22.755	23.646	24.580
Oct. 1, 1997	20.669	21.493	22.334	23.210	24.119	25.072
Jan. 1, 1999	21.082	21.923	22.781	23.674	24.601	25.573
Apr. 1, 2000	21.504	22.361	23.237	24.147	25.093	26.084

Social Service Program Worker 4

Sept. 30, 1997	21.896	22.755	23.646	24.580	25.563	26.596
Oct. 1, 1997	22.334	23.210	24.119	25.072	26.084	27.128
Jan. 1, 1999	22.781	23.674	24.601	25.573	26.595	27.671
Apr. 1, 2000	23.237	24.147	25.093	26.084	27.127	28.224

SGEU/SAHO (Wascana)

Psychometrician

Dec. 31, 1997	20.945	21.915	22.862	23.903	24.903	26.004
Jan. 1, 1998	21.364	22.353	23.319	24.381	25.401	26.524
Jan. 1, 1999	21.791	22.800	23.785	24.869	25.909	27.054
Apr. 1, 2000	22.227	23.256	24.261	25.366	26.427	27.595

LETTER OF UNDERSTANDING #15

Re: Mental Health Therapists

1. Any employee currently working **as** a Mental Health Therapist, and classified as a Therapist 2 under the SGEU/PSC or any CUPE 600 Agreement will be placed on the newly established Mental Health Therapist I scale. Any employee currently working as a Mental Health Therapist, and classified as a Therapist 3 under the SGEU/PSC or any CUPE 600 Agreement will be placed on the newly established Mental Health Therapist 2 scale.
2. Where **an** employee is paid according to a unique negotiated wage rate or scale, or according to some other scale, then that wage rate or scale will continue until negotiated otherwise. The employee shall receive the general wage increases provided by the collective agreement.
3. Within six (6) months of the signing of this agreement, HSAS and SAHO will meet to discuss the qualifications, duties, and responsibilities of Mental Health Therapists whose positions are not addressed by Article 1 of this Letter of Understanding, and related issues. This discussion shall have as an objective, but will not necessarily be limited to, the assignment of such employees to appropriate wage scales interim to the implementation of the Joint Evaluation Plan.

LETTER OF UNDERSTANDING #16

Re: Employment Insurance Rebate

Effective April 1, 2000 the employee share of the Employment Insurance Rebate will be used to normalize the employer paid portion of Group Life Insurance of \$25,000.00.

Signed on behalf of Saskatchewan Association of Health Organizations and Health Sciences Association of Saskatchewan this _____ day of _____, 1999 in Saskatoon, Saskatchewan.

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

Marilyn McPherson _____
Jackie McKee-Opdahl _____
Cliff Orriss _____
Glenn Rutherford _____
Glennys Uzelman _____
Jeff Waselenchuk _____
Murray Wolfe _____

HEALTH SCIENCES ASSOCIATION OF SASKATCHEWAN

John Bower _____
Heather Brinsky _____
Greg Deren _____
Roberta Ekberg _____
Natalie Horejda _____
Jenny Okroj _____
Tim Slattery _____
Della Yaroshko _____