

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SASKATCHEWAN ASSOCIATION OF  
HEALTH ORGANIZATIONS**

**AND**

**HEALTH SCIENCES ASSOCIATION  
OF SASKATCHEWAN**

**FOR THE PERIOD OF:**

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## ARTICLE 1 - DEFINITIONS

- 1.01 "Affiliate" shall mean a health agency which has an affiliation agreement or similar contract with a Regional Health Authority 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 Regional Health Authority 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 each Regional Health Authority or Affiliate 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, Paramedics and **Emergency Medical Dispatchers** 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 15.01.
- 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 15.01, on a regular basis.
- 1.15 "Parties" shall mean:
- (1) Health Sciences Association of Saskatchewan, and
  - (2) Regional Health Authorities 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 "Regional Health Authority" shall mean a Regional Health Authority as constituted by the Province, and for the application of this agreement shall include a Health District or any predecessor or successor administrative body as constituted by the Province.
- 1.20 "SAHO" shall mean the Saskatchewan Association of Health Organizations.
- 1.21 "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.
- 1.22 "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 one (1) year 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 21.03 of this Agreement.

- 1.23 The personal pronouns "he", "she", "him", "her", "his" or "hers", as used in this Agreement shall be construed as referring to individuals of either gender.
- 1.24 "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.
- 1.25 "Union" shall mean the Health Sciences Association of Saskatchewan.
- 1.26 "Week" shall mean the period between midnight Saturday and midnight on the immediately following Saturday.
- 1.27 "Weekend" shall mean the period between 0001 hours Saturday and 0700 hours Monday.

## **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**

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 all newly hired Employees complete the HSAS Membership Registration form, maintain a copy for their records and forward the completed and signed original to the Union.

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 15<sup>th</sup> of the following month.

When remitting dues, the Employer shall also provide:

1. List of Employee names, home addresses and telephone numbers;

2. List of newly hired and terminated Employees, along with dates
3. Employee type (e.g., PT, FT, Casual);
4. Employee status (e.g. LOA, WCB, LTD);
5. Employee classification (e.g. as per assigned wage schedule);
6. Base worksite and department;
7. The amount of dues and initiation fees (if applicable) deducted from each Employee;
8. Names and status of Employees not paying dues.

On a quarterly basis, the Employer shall also provide the Union with a list of applicable payroll identifiers for the purposes of translating the above information.

NOTE: Following one hundred and twenty (120) calendar days from the signing of this collective agreement, the Employer shall provide to the Union, on the next and subsequent submitted Union dues lists, Employee home telephone numbers.

#### **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 Regional Health Authority 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 – ABORIGINAL REPRESENTATIVE WORKFORCE**

HSAS, SAHO and Employers understand that Aboriginal persons are significantly under-represented in the health care labour force and that additional actions are needed to promote and facilitate employment of Aboriginal persons in health care occupations at all levels. It is therefore mutually agreed that HSAS, SAHO and Employers will work in cooperation to:

- (a) Encourage the incorporation of provisions into the collective agreement that promote fairness and equity for all current and future Employees;
- (b) Develop action plans and programs that:
  - Foster mutual respect, trust, fairness, open communication and understanding;
  - Focus on recruiting, training and career development of Aboriginal workers;
  - Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the workforce;
  - Facilitate constructive race and cultural relations;
- (c) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative workforce;
- (d) Implement educational opportunities for all Employees to deal with misconceptions and dispel myths about Aboriginal peoples. This will include enhanced orientation sessions for new Employees to ensure a better understanding of respectful work practices to achieve a harassment free environment.

## **ARTICLE 7 - 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 8 - DISCIPLINE**

### **8.01 No Discipline Without Cause**

No Employee shall be disciplined or discharged except for just cause.

## **8.02 Progressive Discipline**

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

## **8.03 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.

## **8.04 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 after two years, or after three years in the event of suspension, provided there has been no further documented events of the same or similar nature during that two or three year period.

## **8.05 Discipline and Professional Association**

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

## **ARTICLE 9 - 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.

### **9.01 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 9.06.

### **9.02 Union/Employer Representation**

To provide an orderly process for settling grievances, the union shall elect or appoint Union Representatives for each Regional Health Authority. 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.

### **9.03 Permission To Leave Work**

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.

### **9.04 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 twenty-one (21) 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.

### **9.05 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 9.06.

### **9.06 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.

### **9.07 Alternate Dispute Resolution**

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

### **9.08 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.

### **9.09 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.

### **9.10 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 10 - SENIORITY**

### **10.01 Seniority Defined**

- (a) Seniority means the number of hours worked, exclusive of overtime, and all hours as set out in Article 10.02 that an Employee has accumulated while working from the last date the Employee commenced employment with the

Regional Health Authority 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 10.01(a), Employees on standby shall be credited with seniority as follows:

(i) all call in/back hours.

(ii)  $\frac{\text{Hours on Standby}}{3} = \text{Hours of Seniority}$

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.

(c) In no case shall an Employee accumulate annual seniority in excess of full-time hours for that classification as determined in Article 15.

## **10.02 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 or Income Replacement Benefits under the Automobile Insurance Act;

(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) bereavement 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.
- (l) Long-term disability or Income Replacement Benefits under the Automobile Insurance Act.
- (m) If an Employee's hours of work are reduced due to a disability, full-time Employees shall maintain their pre-disability accrual rate.

Other than full-time Employees shall accrue seniority as follows:

- (i) For those who have worked one (1) year or more:

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

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

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

### **10.03 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) the probationary period in a permanent out-of-scope position.
- (e) temporary positions in other bargaining units with the Employer not to exceed twelve (12) months unless extended by mutual agreement with the union.
- (f) Employees shall have the ability to transfer seniority in accordance with Article 28 PORTABILITY OF BENEFITS AND SENIORITY.**

### **10.04 Loss Of Seniority**

An Employee shall lose all seniority within a Regional Health Authority if she:

- (a) terminates employment with all Employers within a Regional Health Authority;
- (b) is discharged for just 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;
- (d) is on lay-off from all Employers within the Regional Health Authority for more than three (3) years;
- (e) is a casual Employee and has not worked for a period of two hundred and seventy-four (274) calendar days exclusive of approved leaves of absence, sick leave, WCB, or DIP;
- (f) fills any position not within the scope of this agreement on a temporary basis exceeding 12 months, unless mutually agreed otherwise;
- (g) works exclusively in a permanent out-of-scope position and successfully completes the probationary period.

For (a) to (e) loss of seniority shall result in the termination of an Employee.

### **10.05 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 up to and including the **Saturday** in which December 31 falls each year, as calculated in Article 10.01. An up-to-date seniority list shall be posted in places accessible to all Employees by February 1<sup>st</sup> 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. Correction requests shall be limited to seniority accrual for the previous 12 months.

## **ARTICLE 11 - LEAVE OF ABSENCE**

### **11.01 A. Leave Of Absence Without Pay**

- (a) 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.

- (b) A leave of absence for the purpose of alternate employment outside of the Regional Health Authorities and their Affiliates shall be at the sole discretion of the Employer.
- (c) On completion of the leave of absence, the Employee shall return to the same worksite, same salary level and same or comparable position held prior to taking such leave.

#### **B. Return from Sick Leave, Long Term Disability or Workers' Compensation**

Except for circumstances where Article 12.11 Duty to Accommodate is applicable, an Employee returning from sick leave, long term disability or Workers' Compensation shall return to the same worksite, same salary level and same or comparable position held prior to taking such leave.

### **11.02 Request For Leave Of Absence**

Employees are encouraged to submit requests for leave of absence as early as possible. Except in extenuating circumstances:

- (a) All requests for leave of absence of seven (7) calendar days or less shall be submitted at least seven (7) days in advance.
- (b) All requests for leave of absence of more than seven (7) calendar days shall be submitted at least twenty-eight (28) days in advance.
  - (i) Requests to extend the length of leave shall be submitted at least twenty-eight (28) days in advance of the previously agreed upon date of return.
  - (ii) Requests to reduce the length of leave shall be submitted at least twenty-eight (28) days in advance of the new date of return.

Requests shall include dates of commencement and return. The Employer shall provide the Employee with a written response within 3 calendar days of the request if LOA is for less than seven (7) days and within fourteen (14) calendar days of the request if the LOA is greater than seven (7) days. Whenever a request is denied, the written response must include reasons for the leave of absence being denied.

### **11.03 Leave Without Pay Exceeding 30 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 increment date will be established, except in the instances of maternity, paternity, adoption and parental leave, where the Employee shall maintain her increment date for up to twelve (12) months while on leave. For other than full-time

Employees, their increment date shall be maintained on a pro rata basis calculated on their paid hours over the previous fifty-two (52) weeks, or length of employment if less than fifty-two (52) weeks.

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.

#### **11.04 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.

#### **11.05 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. Leave shall be available between the date of death and two days after the funeral, except where bereavement responsibilities require their attendance on a day outside this period, as follows:

- (a) Up to four (4) working days in the event of the death of the spouse (opposite or same sex, married or unmarried couples), fiancée, mother, father, brother, sister, son or daughter, grandparent, grandchild 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, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, grandparent-in-law, aunt, uncle, niece, nephew or someone with whom they have an equivalent relationship.
- (c) Employees who have to travel five hundred (500) kilometers or more one way to attend a funeral or other family responsibilities related to 11.05 (a) and (b) shall be granted an additional two (2) days off without loss of pay.
- (d) Insofar as the regular operation of the Employer will permit, up to four (4) hours to attend the funeral of a co-worker.

In addition, the Employee shall be entitled to vacation, earned time or unpaid leave of absence as may be required for this purpose.

## **11.06 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) Employees shall have timely access to information regarding their accumulated family responsibility leave credits.

## **11.07 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 calendar year. Hours in excess of sixteen (16) hours per calendar year shall be deducted from the Employee's sick leave accumulation.

## **11.08 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.

## **11.09 Educational Leave Of Absence**

- (a) Participation in educational programs is encouraged by the Employer. Upon the request of an Employee, the Employer may grant leave, with or without pay, to attend training and/or education. 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 11.09 (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.
- (e) Where operational considerations and client care are not adversely impacted, an Employee may request to change her daily hours of work in order to attend ongoing educational classes. If approved, the Employee shall not be eligible for any premiums or premium pay she would not have otherwise been entitled to.

## **11.10 Leave For Union Business**

The parties agree that Employees require leave from time to time in order to conduct the business of the union. Upon request, including appropriate notice as identified below and except under exceptional circumstances (eg: Acts of God, Disasters, etc.) Executive Council members, Board of Governors, Finance Committee members, and Bargaining Committee members, shall be granted leave of absence for union business.

Other members requesting union leave will not be denied provided the leave does not unreasonably interfere with the operational requirements of the Employer.

Except under extenuating circumstances:



- any request for such leave will be made at least 72 hours in advance;
  - for a leave in excess of 14 days, the Employee will give at least 14 days prior notice;
  - where leave is for regularly scheduled meetings, the Employee will notify the Employer as soon as she is aware of the dates.
- (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 and Enhanced Dental 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) core dental plan premiums.

### **11.1 ■ 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 at least twenty-eight (28) 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 eighteen (18) months as requested by the Employee, except in extenuating circumstances when, in the opinion of a medical practitioner, the leave should be further extended.
- (b) Upon return from such leave, the Employee will resume employment at the same worksite, in the same or in a comparable position 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 26, 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-eight (28)* 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 eighteen (18) months.
- (d) An Employee shall have access to sick leave credits as per Article 12.07.
- (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:

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

### 11.12 Parental Leave

- (a) An Employee shall be granted unpaid parental leave, as provided for by the **Employment Insurance Act**, upon providing the Employer with at least twenty-eight (28) days notice.

- (b) Upon return from such leave, the Employee will resume employment at the same worksite, in the same or comparable position and at the same range of pay occupied prior to the granting of such leave.
- (c) The Employee shall give the Employer twenty-eight (28) 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 11.11 (e).

### **11.13 Deferred Salary Plan**

A Deferred Salary Plan represents a special measure toward the shared goal of enhancing the retention and recruitment of professional staff to Saskatchewan's Health Care system.

HSAS will have the right to request each Health Region and affiliates to permit their interested HSAS Employees to participate in the Plan with or without minor changes to the wording of the Plan as mutually agreed. Failing mutual agreement on the wording of the Plan either HSAS or the Health Region (including affiliates) may appeal to a third party for a final and binding decision on the wording of the Plan. Failure to reach agreement on the name of a third party will allow a request by either party to the Minister of Labour to appoint same.

In so far as the operation of the Employer allows, participation by HSAS members in the Plan will not be unreasonably denied.

**For a template of a Deferred Salary Leave Plan see Appendix C.**

### **11.14 Compassionate Care Leave**

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

## **ARTICLE 12 - SICK LEAVE**

### **12.01 Definition Of Sick Leave**

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.

## **12.02 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.

## **12.03 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.

## **12.04 Accumulation Of Sick Leave Credits**

Full-time Employees shall accumulate sick leave credits at the rate of **one and one half** (1 ½) days per month worked up to a maximum of one hundred and ninety (190) days. Other than full-time Employees shall earn sick leave credits on a pro rata basis.

Employees who currently have in excess of one hundred and ninety (190) 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 ninety (190) days in the future, the Employee will be eligible to accrue credits again up to the established maximum of one hundred and ninety (190) days.

All new Employees to the bargaining unit will be **given an advance of five (5) days** [forty (40) hours] of sick leave credits.

## **12.05 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 Public 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 paid hours in the fifty two (52) weeks 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 paid hours in the fifty two (52) weeks preceding the illness, or since date of hire, whichever is less, provided the Employee has worked a minimum of 780 hours during that period.

- (d) Casual EMS Employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled. In addition, a casual EMS Employee who remains unable to work due to illness shall have access to accrued sick leave credits based on the average number of paid hours in the fifty two (52) weeks preceding the illness, or since date of hire, whichever is less.

### **12.06 Pay-Out Of Unused Sick Leave Credits**

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#3.

### **12.07 Sick Leave And Pregnancy**

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.

### **12.08 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.

### **12.09 Addictions**

The Employer recognizes that alcohol and drug dependencies are illnesses. In the event a performance issue arises and an Employee identifies to her Employer that she is suffering from an alcohol and/or drug dependency, such Employee shall be afforded the opportunity to seek treatment. The Employee shall have access to sick leave, and where requested, shall provide confirmation of participation in an appropriate treatment plan.

## **12.10 Graduated Return to Work**

When an Employee is able to return to the workplace on any type of graduated return to work program, the Employer, the union representative and the Employee shall, prior to the Employee returning to work, meet to identify the details surrounding the Employee's return to work.

## **12.11 Duty to Accommodate**

The Employer and the Union acknowledge their duty to accommodate Employees with disabilities. Where an Employee notifies the Employer she is able to return to work, verified by an Employee's physician's certificate, the Employer and the Employee shall meet to identify the accommodations required including re-training for that Employee, prior to the Employee returning to work. The Union representative shall be present during discussions.

## **ARTICLE 13 - VACATION**

### **13.01 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 13.07 and 13.08.

### **13.02 Vacation Year**

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

### **13.03 Continuous Employment**

"Continuous Employment" means employment at any work location with the Regional Health Authority and/or its affiliates, unbroken by a termination from all employment.

### **13.04 Posting Vacation Credits**

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

### **13.05 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. However, when annual vacations are split, seniority shall only govern in one instance. In order for an Employee to exercise her rights she must make her vacation selection by March 1 of each year.
- (b) Employees Shall be entitled to receive vacation as it is earned during each vacation year.
- (c) Employees shall be entitled to receive vacation in an unbroken period.
- (d) Other-than-full-time Employees shall provide their Employer, at the time of vacation selection, the calendar day that they will be available to return to work.

### **13.06 Posting Vacation Schedules**

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

### **13.07 Vacation Entitlement**

Full-time Employees shall be entitled to time off and shall earn vacation credits as follows:

- (a) During the first (1<sup>st</sup>) and subsequent years, including the third (3<sup>rd</sup>) 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 (4<sup>th</sup>) and subsequent years, including the fourteenth (14<sup>th</sup>) 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 (15<sup>th</sup>) and subsequent years, including the twenty fourth (24<sup>th</sup>) year of continuous employment, five (5) weeks of time off and twenty five (25) days of vacation credit (2 1/12 credits/month).
- (d) During the twenty fifth (25<sup>th</sup>) 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.

### **13.08 Vacation Pay**

- (a) During vacation leave periods, an Employee shall receive her regular rate of pay, based on available credits.
- (b) When an Employee's annual vacation entitlement has been fully exhausted, 3/52, 4/52, 5/52 or 6/52 of the Employee's gross earnings (all remuneration paid to the Employee except transportation allowance) during the vacation year will be calculated. Any amount by which this amount exceeds pay already received during the vacation leave period will be paid to the Employee.

### **13.09 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.

### **13.10 Maximum Vacation Accumulation**

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

### **13.1 ■ 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.

### **13.12 Call Back From Vacation**

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 13.06, 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.

### **13.13 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.

Employees formerly under collective agreements that provided for enhanced vacation pay upon termination or retirement are addressed in Letter of Understanding #3.

### **13.14 More Favorable Entitlement**

- (a) An Employee whose current vacation entitlement is more favorable than the provision of Article 13.07 may continue her current entitlement. Subsequent increases to vacation entitlement shall be as per Article 13.07.
- (b) An Employee who works in more than one Regional Health Authority shall accrue vacation credits at the highest accrual rate to which she is entitled in any Regional Health Authority.
- (c) An Employee who works for more than one (1) Employer within a Regional Health Authority shall accrue vacation credits at the highest accrual rate to which she is entitled with any Employer.

## ARTICLE 14 - PUBLIC HOLIDAYS

### 14.01 Public Holidays

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

New Year's Day	Saskatchewan Day
<b>Family Day</b>	Labour Day
Good Friday	Thanksgiving Day
<b>Easter Sunday</b>	Remembrance Day
Victoria Day	Christmas Day
Canada 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.

### 14.02 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.

### 14.03 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 (1-112) 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.

**14.04 For Other-Than-Full-Time-Employees**

(a) Public Holiday On Scheduled Work Day

Other than full-time Employees required to work on a Public Holiday as set out in Article 14.01 shall receive:

(i) one and one-half (1 ½) 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

$$\frac{(2) \text{ Number Of Paid Hours In The Immediately Preceding Four Weeks}}{150} \times \text{Normal Full-Time Hours/Day} \times \text{Hourly Rate} = \text{Public Holiday Pay Entitlement Of Pay}$$

(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.

**14.05 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 15 - 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 15.01 (Standard Hours of Work), and other associated provisions, including Article 15.04 (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.

### **15.01 A. Standard Hours Of Work**

For the purposes of this Article, there will be a cycle of consecutive three (3) week periods commencing **January 21, 2007** (see the calendar on the inside back cover of this Collective Agreement showing the division into three (3) week periods). Where an Employer has established a different cycle of consecutive three (3) week periods, the transition will be made in such a way that no wages are lost and no overtime is earned simply by reason of the transition to the generally established cycle.

- (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) For full-time and part-time Employees, 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 (7<sup>th</sup>) 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, 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.
- (f) For the purpose of tracking standard hours of work, the Employer will post, in the same location as Employee timesheets, the attached calendar as per the Collective Agreement marking weeks 1-3.

**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 15.11.

Notwithstanding the above annual hours of work, where it is mutually agreed between the Employer and the Union, the parties may implement standard hours of work of one thousand, nine hundred and forty-eight point eight (1948.8) for EMS Services.

(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) 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.
- (f) Where, under the terms of this agreement, Employees regularly work full-time hours other than 1948.8 annually, the number of hours for which they are entitled to sick leave, vacation, and family responsibility leave will be adjusted to reflect the average daily hours of work.
- (g) For the purposes of tracking standard hours of work, the Employer will post, in the same location as Employee timesheets, the attached calendar as per the Collective Agreement marking weeks 1-3.

### **C. Field Hours**

For field hours positions, hours of work will be two hundred and twenty-four (224) hours in a six (6) week period, the cycle of defined six week periods commencing and continuing from **January 21, 2007**. Within each six (6) week period, an Employee will have flexibility to govern her hours of work within any day or series of days to meet client and essential program needs.

The following provisions will apply:

- (a) Overtime rates, as per Article 15.04, shall be paid for any hours worked that exceed twelve (12) hours in a day or two hundred and twenty-four (224) hours in any six (6) week period.
- (b) In addition to the regular rates of pay, a shift premium of \$1.50 per hour for all work required to be performed between 1800 and 0700 hours.
- (c) Within each six week cycle, an Employee shall be entitled to a minimum of twelve (12) days off.

Additionally, full-time Employees shall be entitled to two Additional Day(s) of Rest (ADR) within each **six** week cycle. Field Employees shall be entitled to the provisions of Article 15.01 A. (b) with respect to banking ADRs.

- (d) Each day paid for sick leave, annual vacation, public holiday and paid leave of absence shall be considered a shift worked.
- (e) For the purpose of tracking field hours of work, the Employer will post in the same location as Employee time-sheets, the attached calendar as per the Collective Agreement marking the weeks 1-6.

The designation of position(s) as field hours positions shall be subject to discussion by the parties. Factors to be considered when reviewing the matter shall include the following:

- Nature of the work
- Type of service provided
- Operational considerations.

Requests for a change to the designation of a position(s) may be initiated by the Employer, Employee, or union. Consideration of such a request shall include the same above factors.

Should agreement not be reached by the parties on the designation of a position, then the matter may be referred to arbitration in accordance with Article 9.08, or some other mutually agreed to adjudication process.

## D. Extended Shifts

The introduction of the extended shift is designed to provide Employees with less days to work in a defined period with no increased cost to the Employer.

- (A) The parties may agree to modify the hours of work provisions by the negotiation of extended shifts. Under such arrangements, variation in hours of work may occur as the result of shifts of longer than eight (8) hours, but with fewer shifts so that hours do not exceed an average of one hundred and twelve (112) hours per three (3) week period.
- (B) Extended shift arrangements which have been negotiated will continue until negotiated otherwise or terminated under the terms of the original agreement.
- (C) When either party terminates a local extended shift agreement, the Employees affected shall return to Standard Hours in accordance with Article 15.01 of the Collective Agreement, by an orderly process as agreed to by the parties.
- (d) Local agreements for the implementation of twelve (12) hour shifts will normally conform, with modifications as necessary, to the standard extended shift arrangement outlined as follows:
  - (i) Regular hours of work for Employees shall be eleven point seven eight (11.78) (referred to as twelve [12] hours hereafter) consecutive hours per day. Full-time Employees shall be scheduled for twelve (12), twelve (12) hour shifts and one (1) eight (8) hour shift in a twenty-eight (28) day period. It is agreed that eleven point seven eight (11.78) hours is equivalent to eleven hours (11) and forty-seven (47) minutes.
  - (ii) Each Employee will be entitled to at least two (2) consecutive days off and every second weekend off, or by mutual agreement between the Employer and the Employee, two (2) weekends off in four (4) and in any case, not more than two (2) consecutive weekends worked in a row. A weekend shall be defined as the consecutive hours between 0001 hours Saturday and 0700 hours Monday.
  - (iii) Overtime rates shall be paid for all time worked in excess of eleven point seven eight (11.78) hours or eight (8) hours, whichever is being worked, at the rate specified in Article 15.04.
  - (iv)
    - 1. Each extended shift of twelve (12) hours shall be inclusive of three (3) paid fifteen minute rest periods.
    - 2. Each extended shift of twelve (12) hours shall be exclusive of one (1) forty-five minute unpaid meal break.

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

(v) No more than four (4) consecutive extended twelve (12) hour shifts shall be scheduled at any time. Deviation from this shall only be by mutual agreement between the Employer and the Employee.

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

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

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

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

(viii) Sick leave will be accumulated and taken on a pro-rata (hour for hour) basis.

(ix) Shift Premium according to Article 19.07 (a) of the Collective Agreement will be paid for actual hours worked between 1500 and 0800 hours. Weekend premium as per Article 19.07 (b) shall be applicable.

(x) This agreement may be rescinded by either party giving notice of twenty-eight (28) days within the first six (6) months following signing, and ninety (90) days thereafter. Employees will then return to Standard Hours according to Article 15.01 of the collective agreement, by an orderly process as agreed to by the parties.

(xi) Each day paid for sick leave, annual vacation, public holiday and paid leave of absence shall be considered a shift worked.

## 15.02 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 of at least seven (7) hours (exclusive of meal period);
- (c) Every effort will be made to grant such rest periods midway between each half shift;
- (d) One unpaid meal period of one-half (1/2) hour shall be scheduled for each Employee working a shift of at least five (5) hours 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.
- (f) Upon request, the Employer shall arrange a suitable location for an Employee to breast-feed and/or pump during her scheduled shift. Whenever possible, the Employee shall be provided with time outside her scheduled breaks for the purpose of breast feeding and/or pumping.

### **15.03 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.
- (e) Amendments to master rotations shall occur only after consultation with affected Employees.

## 15.04 Overtime and Premium Rates

### (A) Overtime Rates

(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. An Employee who works on her scheduled day(s) off shall be paid at the rate of two times (2x) her regular rate for all hours so worked.

(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 shift in excess of six (6) consecutive days;

any shift changed within the posted and confirmed schedule as per Article 15.03 (c).

(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, overtime pay shall be paid for all hours worked at the applicable rate of pay.

### (B) Premium Rates

(a) Premium rates shall be paid in accordance with the overtime rates as set out in Articles 15.04 A (a).

(b) Premium rates shall be paid for any third Saturday or Sunday that an Employee is required to work in a three (3) week Period.

(c) Prior to commencing work on a third Saturday or Sunday, an Employee shall have the option of waiving Article 15.01 A (d), as it applies to the first or second Saturday and/or Sunday worked in that three (3) week period. The waiver shall be provided to the Employer in writing, with a copy to the union.

(d) Premium rates shall not be payable to an Employee for any hours for which the Employee is entitled to overtime pay pursuant to Article 15.04 A.

**(e) Premium rates shall be paid for any shift changed within the posted and confirmed schedule as per Article 15.03 (c).**

### **15.05 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.

### **15.06 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.

### **15.07 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;
- (c) In the event an Employee is called in and works at premium rates of pay three (3) or more hours of the eight (**8**) hours immediately preceding her next assigned shift of regular duty, she shall have the right, except in emergent situations, to designate that assigned shift or part thereof as an unpaid rest period with no loss of seniority.

### **15.08 Split Shifts**

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

### **15.09 Minimum Report Pay**

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

### **15.10 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.

### **15.11 Standby**

- (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 or for an Employee not working a scheduled shift a day means the twenty-four (24) hour period calculated from the time she is assigned standby.
- (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.
  - (iii) OTFT EMS Employees shall be paid \$4.12 per hour for each hour on standby with a minimum payment of eight (8) hours each day on standby.
- (d) Hourly standby payments will cease, subject to a minimum payment of eight (8) hours of standby, for the length of time an Employee receives pay for reporting to work.

- (e) Employees will not be scheduled for standby for more than seven (7) consecutive twenty-four (24) hour days. Except by mutual agreement Employees will be scheduled at least two (2) consecutive twenty-four (24) hour days off following the seven (7) day period.

## **15.12 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 (1<sup>st</sup>) three (3) 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.

### **(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.

## **15.13 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 will be paid 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 15.11 (c) (ii) and if called in paid as per Article 15.12 (b).

## **15.14 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 hours worked, subject to Article 15.01.

A casual Employee who is called in and is scheduled to work later that calendar day shall be paid overtime as per Article 15.04 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.

## **15.15 EMS Services – Standby And Reporting To Work**

### **(a) Full-time and Part-time Employees**

A full-time or part-time Employee that is assigned standby and required to report to work, on either a Public Holiday or scheduled day off, shall receive pay in accordance with Article 15.12(b).

### **(b) Casual Employees**

(i) A casual Employee required to report to work while on standby will receive regular rates of pay for all hours worked subject to Article 15.09. Overtime rates shall be paid for all hours worked in excess of eight (8) hours per day or the regular scheduled daily hours of work of a full-time Employee in the work area, whichever is greater. If such Employee is required to report back within the original three (3) hour period, such time will be deemed continuous with the original call and will not precipitate another three (3) hour minimum.

(ii) Employees who have previously been at work that day and are called back to work will receive call back pay in accordance with 15.12 (a).

(iii) A casual Employee that is assigned standby and required to report to work, on either a Public Holiday or after being assigned standby for greater than seven (7) consecutive days, shall receive pay in accordance with Article 15.12(a).

(c) After midnight provisions as per Article 15.12 (b) shall not apply.

## **ARTICLE 16 - ALLOCATION OF ADDITIONAL WORK**

### **16.01 Allocation Of Additional Relief/Casual 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
- geographic area (geographic area shall mean Health Region except for EMS where geographic area shall first be EMS Service Area and then Health Region)

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 system as mutually agreed between the Employer and the union.

- (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.

### **16.02 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 15.01 (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 the premium provided in Article 15.04 B.

### **16.03 Cancellation Of Shifts**

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

#### **16.04 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 15 (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.

#### **16.05 Removal From Casual Roster**

A casual Employee will be removed from the casual roster if she has not worked for a period of two hundred and seventy-four (274) calendar days exclusive of approved leaves of absence, sick leave, WCB or DIP.

### **ARTICLE 17 -VOLUNTARY REDUCTION OF HOURS OF WORK**

#### **17.01 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-eight (28) days notice prior to the time at which reduction is requested. The Employer shall provide the Employee with written reasons if a request for a reduction of hours is denied.
- (c) The assignment of hours made available shall be according to Article 21.
- (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-eight (28) 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.

### **17.02 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 17.01 will otherwise apply.

### **17.03 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 18 - SALARY PROVISIONS**

### **18.01 Salary Scale**

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

### **18.02 Payment Of Earnings**

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

### **18.03 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.

### **18.04 Payroll Errors**

Payroll errors resulting in the underpayment of wages shall be rectified as soon as possible.

Any overpayment in pay shall be rectified as soon as possible by agreement between the Employer, the Employee affected and the designated Union Representative.

### **18.05 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.

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 15.

### **18.06 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 (112) of an increment upon completion of each 974.4 hours or 1092 hours for EMS Employees who remain on 2184 annual hours.
- (c) A casual EMS Employee, as an alternative to 18.06 (b), shall be eligible for a full increment upon completion of 10,000 hours of standby. Paid hours shall not be applicable in this calculation.

- (d) Upon the attainment of an increment, either via paid hours or standby, a casual EMS Employee's increment date and standby hours shall be reset.
- (e) 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.
- (f) Hours worked in temporary assignments shall be credited to the Employee for the purpose of advancement in their temporary and home position increment scale.

## **ARTICLE 19 - ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS**

### **19.01 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 **forty** point one cents (**\$.4010**) per kilometer with a minimum of four dollars and fifty cents (\$4.50) per round trip.
- (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 a rate of **forty** point one cents (**\$.4010**) per kilometer with a minimum of four dollars and fifty cents (\$4.50) per round trip.
- (c) **All** Employees who are required to use their vehicle for the conduct of the Employer's business on a continuing basis as a condition of employment, shall be reimbursed at a rate of **forty** point one cents (**\$.4010**) 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) Employees required to use their vehicle for the conduct of the Employer's business on a continuing basis may elect to waive the monthly car allowance in favour of being reimbursed at a rate of **forty** point one cents (**\$.4010**) plus nine one **tenths** of one (\$0.009) cent per kilometer.

Employees shall have the right to select their method of travel allowance by December 15, to be effective on January 1 of the following year.

- (e) The transportation kilometer rate delineated in 19.01 (a), (b), (c), and (d) shall be adjusted to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI), if that percentage adjustment, as applied to **forty point one cents (\$0.4010)**, yields an increase equal to or greater than one (\$0.01) cent.

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

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

The amount of adjustment yielded by the procedure shall be rounded to the nearest one hundredth of one (**\$0.0001**) cent.

<b>Review Period</b>	<b>Effective Date</b>
<b>January 2007 over July 2006</b>	<b>April 1, 2007</b>
<b>July 2007 over January 2007</b>	<b>October 1, 2007</b>
<b>January 2008 over July 2007</b>	<b>April 1, 2008</b>
<b>July 2008 over January 2008</b>	<b>October 1, 2008</b>

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

- (f) The Employer will not require Employees to purchase automobile insurance coverage over what is provided with license plate insurance.
- (g) 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 one hundred twenty (120) calendar days notice.
- (h) An Employee that is required to report to a designated base, either at the beginning or end of the work day, shall receive transportation allowance, plus her applicable rate of pay, for actual time spent traveling from the designated base to the first client of the day and from the last client of the day to the designated base.

- (i) An Employee that is not required to report to a designated base, either at the beginning or end of the work day, shall receive transportation allowance, plus her applicable rate of pay, for actual time spent traveling to the first client of the day and from the last client of the day, from/to her home or designated base, whichever is closer.
- (j) An Employee bidding on a vacant position, or requesting to obtain additional work in a geographic area other than her designated area, shall receive time and travel as per 19.01(i), based on the designated base within the additional area requested. Where there is no designated base within the geographic area, an alternate location shall be designated as base. An Employee requested to travel outside her geographic area by her Employer shall be compensated for time and travel from her regular base of operations.

### **19.02 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 \$25.00 per night will be paid to an Employee who elects to stay in a private residence.

### **19.03 Reimbursement For Meal Expenses**

The Employer shall reimburse an Employee for substantiated meal expenses when the Employee is required to travel outside the community where their headquarters is based, to perform work duties.

**It is understood that reimbursement will not be provided where the claim includes a meal for an individual other than an employee eligible for reimbursement.**

### **19.04 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 cleaning, of personal apparel and required cleaning of personal vehicles due to soiling resulting from unforeseen work related incidents beyond normal wear and tear.

### 19.05 Camp Assignment

A camp differential of eight (8) hours time in lieu shall be credited, in addition to normal wages [eight (8) hours] for each day of the week or portion of a day of the week, that an Employee is required to attend a twenty-four (24) hour camp. The time in lieu is to be scheduled within six (6) months of it being earned, or by March 31<sup>st</sup> of the year, whichever is earlier. Employees are not entitled to request the time in lieu as a payout.

For the duration of a camp 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.

### 19.06 Northern Allowance Provisions

Employees of Keewatin Yatthé Heath District, Mamawetan Churchill River Health District and Cumberland House Health Centre shall be entitled to the following northern provisions:

#### (a) Northern Allowance

In addition to other pay and allowance provided for by the Collective Agreement, Employee(s) shall receive a biweekly Northern Allowance as follows:

	<b>April 1, 2007</b>	<b>April 1, 2008</b>
La Loche	<b>\$185.00</b>	<b>\$192.50</b>
Ile a la Crosse, Pinehouse, Sandy Bay	<b>\$185.00</b>	<b>\$192.50</b>
Buffalo Narrows	<b>\$185.00</b>	<b>\$192.50</b>
Cumberland House	<b>\$115.00</b>	<b>\$119.50</b>
Beauval	<b>\$115.00</b>	<b>\$119.50</b>
Creighton, Green Lake	<b>\$115.00</b>	<b>\$119.50</b>
La Ronge	<b>\$77.00</b>	<b>\$80.00</b>

Northern Allowance shall be pro-rated for Employees working less than full-time. In addition to the above allowance Employee(s) shall receive any increase (during the life of the agreement) in the Northern Allowance in accordance with the Saskatchewan Government and General Employees Union (SGEU) and Public Service Commission (PSC) rates.

#### (b) Transportation Expense

- (i) Employees who are required to use their vehicles for the conduct of the Employer's business on an occasional basis shall be reimbursed **forty-**

**five point one (\$.4510)** cents per kilometer above the 54<sup>th</sup> parallel with a minimum of four dollars and fifty cents (\$4.50) per round trip.

- (ii) Employees who are required to use their vehicles for the conduct of the Employer's business on a continuing basis as a condition of employment shall be reimbursed at a kilometer rate of **forty-five point one (\$.4510)** cents per kilometer above the 54<sup>th</sup> parallel with a minimum of four dollars and fifty cents (\$4.50) per round trip.

A monthly car allowance shall be provided in accordance with Article 19.01.

- (iii) An Employee who is called back to the Facility/Agency for duty shall be reimbursed for all reasonable and substantiated transportation expense. If the Employee travels for such purposes by private automobile, reimbursement shall be at the rate of **forty-five point one (\$.4510)** cents per kilometer above the 54<sup>th</sup> parallel from the Employee's residence to the Facility/Agency and return with a minimum of four dollars and fifty cents (\$4.50) per round trip.

- (iv) Employees working at the Cumberland House Primary Care Health Centre shall be reimbursed at the rate of **forty-five point one (\$.4510)** cents per kilometer from the junction of Highway 55 and 123 and North in the above articles.

- (v) Kilometer rate increases as per Article 19.01.

(c) Health Related Transportation

- (i) Health transportation shall be provided to Employees, spouses or their dependents to/from the closest location where the required medical/health services are available, except where the Employee requires medical treatment and has a close professional relationship with the physician/practitioner who would provide the service. Where a close professional relationship does exist, the Employee will be compensated for transportation to the next closest location where services are available.

**This compensation shall be reduced by an amount equal to any other compensation received for the same travel incident.**

- (ii) The number of Employer paid trips per **calendar** year for health related reasons is limited to four (4) except where a bona fide emergency exists.

- (iii) Transportation shall be paid for any person, other than the person who obtains treatment,

(1) if it is necessary for the person who obtains treatment to be escorted during the period of travel; or

(2) no suitable arrangements for the care of the dependents can be made at the work place location, and they must therefore accompany the person obtaining treatment.

(d) Continuing Education Transportation

- (i) Each Employee shall have one (1) Employer paid trip per year, limited to transportation, for purposes of continuing education.
- (ii) The courses/workshops must be related to the job duties of Employee requesting payment

(e) Special Northern Leave

- (i) Employees who complete one (1) year of service shall be entitled to an extra one (1) week of vacation (Special Northern Leave) in addition to their regular vacation entitlement. The extra week of vacation will have been earned at the end of each fiscal year and will be prorated based on the percentage of hours worked.
- (ii) The extra leave must be taken in the year following that in which it was earned. Notwithstanding, the accumulated leave credit may be carried over to the next year.
- (iii) Employees who complete one (1) year of service shall be provided with one (1) paid round trip to Saskatoon per calendar year. Employees who have not completed a trip may carry this trip forward to the next calendar year.
- (iv) Any reference to trips to or from Saskatoon can be replaced throughout Article 19 with a trip to another destination provided payment is equal to or less than the actual cost of a trip between Saskatoon and the community.
- (v) Where an Employee has completed one (1) year in a designated area and is superannuated, resigns or is dismissed within one (1) year following completion of the said year and has not taken the earned vacation leave, she shall be paid in lieu. In the event of death, payment shall be made to the estate.

(f) Clothing Allowance

Employees, as outlined below, shall be paid a winter clothing allowance upon hiring and yearly thereafter. This amount shall be pro-rated for Employees working less than Full-Time hours.



La Loche	\$200.00 per year
Buffalo Narrows, Ile a la Crosse, Beauval, Pinehouse Lake, Sandy Bay, Creighton Green Lake and Cumberland House	<b>\$200.00 per year</b>
La Ronge, Employees who travel in their work	<b>\$200.00 per year</b>

(g) Family Leave

Employees shall accrue Family Leave credits in accordance with Article 11.06, to a maximum of:

- (i) seven (7) working days [fifty-six (56) hours] for Employees based out of La Loche, Buffalo Narrows, Pinehouse Lake, Sandy Bay and Ile a la Crosse;
- (ii) six (6) working days [forty-eight (48) hours] for Employees based out of La Ronge, Creighton, Green Lake, Cumberland House and Beauval.

(h) Sick Leave

With prior arrangement, Employee(s) shall have access to leave for personal health care, as in Article 11.07, during their vacation period and/or when a medical treatment flight to a Centre where the required facilities are available or as referred by a physician.

(i) Moving and Transportation Expenses for New Employees

- (i) All new permanent and temporary Employees shall be reimbursed for receipted relocation expenses up to a maximum of \$3000.00
- (ii) Relocation expenses would include but not be limited to the following:

- 1) Search for accommodation at new work location;
- 2) Moving of primary household effects;
- 3) In-transit insurance;
- 4) Transportation of personal motor vehicle;
- 5) Travel to new work location;
- 6) Storage costs of household effects;
- 7) Temporary accommodation at new work location;
- 8) Maintenance of original domicile;
- 9) Residential property expenses;
- 10) Incidental expense

- (iii) In the event that the Employee voluntarily leaves the employ of the Employer before they have completed one year of service, the Employee will repay a pro-rated amount based on the shortfall of service.

(iv) Whenever possible, Employees shall have access to Employer paid transportation utilized by physicians to fly in and out of the community where the Employee works. Employees shall not be charged for such flights.

(j) Medivac Allowance

An Employee assigned to travel medivac shall be paid sixty dollars (\$60.00) per round trip in addition to any other provisions of the Collective Agreement.

(k) Retention Strategies

All Employees shall receive annual retention payments after each year of service in the North. Employees shall receive the retention payment annually on their hiring anniversary date.

	<b>April 1, 2007</b>	<b>April 1, 2008</b>
La Loche	<b>\$3902.12</b>	<b>\$4058.20</b>
Ile a la Crosse, Pinehouse, Sandy Bay	<b>\$3688.80</b>	<b>\$3836.35</b>
Buffalo Narrows	<b>\$3335.00</b>	<b>\$3468.40</b>
Cumberland House	<b>\$2998.12</b>	<b>\$3118.04</b>
Beauval	<b>\$2170.07</b>	<b>\$2256.87</b>
Creighton, Green Lake	<b>\$1667.50</b>	<b>\$1734.20</b>
La Ronde	<b>\$1625.88</b>	<b>\$1690.91</b>

**Transfer/Termination:**

An Employee who transfers or terminates prior to completion of a full year of service, shall be eligible for retention payment on a prorated basis if she has completed six or more months or continuous service since her last employment anniversary date. The prorated calculation will be in direct relation to her paid hours as compared with full-time annual hours of work.

Employees who relocate between locations covered by Article 19.06, in accordance with Article 28, shall receive the applicable payments, number of days leave and credited service for all benefits (such as Clothing Allowance, Family Leave, Northern Allowance, Retention Payments, etc.) based on the amount of time spent in each location. Such work shall be considered continuous service as if the Employee worked at a single northern location.

**19.07 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 one dollar and fifty cents (\$1.50) cents per hour for all hours worked.

(b) Weekend Premium

A weekend premium shall be paid at the rate of one dollar and twenty-five cents (\$1.25) per 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 20 - PROFESSIONAL PROVISIONS

### 20.01 Professional/Licensing Fees

The Employer shall reimburse eligible Employees within 31 days of submission of proof of payment, or pay directly to the appropriate body annual 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.

For EMS employees that have worked less than twenty percent (**20%**) of full time hours during the previous licensing year, the Employer agrees to pay the professional or licensing fees.

This provision shall not include the cost of vehicle operator licenses.

### 20.02 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.

### 20.03 Precepting Students

The parties recognize the importance of the role of the preceptor who takes on a student placement.

- (a) Prior to the commencement of a preceptorship, the Employer and Employee will discuss work assignment adjustments required. In addition, the Employer and Employee will discuss the impact on the Employee and the work unit of such placement.
- (b) The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the

Employer shall first consider the Employees on the roster in a fair and equitable rotational basis.

- (c) In addition, Employee(s) acting as a preceptor shall be provided with paid orientation in their role, function and responsibility.

#### **20.04 Reporting to Professional Associations**

If an Employee is reported by the Employer to her professional association, the Employee shall be advised within one (1) calendar day. The Employee shall receive a copy of the report. If the Employee is fully exonerated by the professional association, all reference to the matter shall be removed from the Employee's personnel file and destroyed.

#### **20.05 Code of Ethics**

The Employers shall provide a working environment consistent with professional standards, practices, procedures and professional codes of ethics.

### **ARTICLE 21 - CLASSIFICATIONS AND VACANCIES**

#### **21.01 Classifications**

The Employer shall provide copies of current job descriptions to the Union upon request. A copy of new or revised job descriptions, including the proposed titles and rates of pay, shall be forwarded by the Employer to SAHO and the Union at least thirty (30) days prior to any required posting. Titles and rates of pay shall be subject to negotiation between the Union and SAHO in representation of the Employer for any new occupational group/classification/position and any reclassification of an existing occupational group/classification/position. An Employee entering a job will be placed at the applicable wage scale based upon the requirements of the position not on the credentials of the incumbent. Should agreement not be reached between the Employer and the Union in negotiations over title and rates of pay, the matter may be referred by either party to arbitration in accordance with Article 9.08 of this Agreement.

As an alternative to arbitration the parties may, where there is mutual agreement, refer the matter to the adjudication process outlined in Article 21.01 B.

#### **(A) SENIOR**

Positions shall be considered "senior" based on the criteria identified below. Persons currently occupying positions called "senior" shall be paid as a "senior". Seniors shall be paid 8% above their corresponding base classification. However, upon any senior position becoming vacant, the position shall only retain the "senior" status if it meets one (1) of the following criteria.

Additionally, any position shall be considered senior provided it meets any one (1) of the following six (6) criteria:

**1. Supervision**

- (i) Formal supervisory (clinical/professional and/or administrative) relationship with other Employees (Employees inside or outside the bargaining unit); and,
- (ii) Accountable for the work (quality, quantity, and timeliness) for those they supervise; and,
- (iii) Responsible for providing input into performance appraisals for those they supervise and/or selection (recommendation) of staff to be hired.

**2. Resources**

Responsible for development, monitoring and making subsequent adjustments to an assigned budget.

**3. Combined Supervision and Resources**

Must perform the following:

Regular and ongoing assignment and/or scheduling of activities/work (tasks/duties) of those who do not formally report to the position, plus responsibility for clinical/professional supervision of those individuals, and at least two of the following:

- (i) Provides input into budget preparation
- (ii) Responsible for clinical/professional orientation of new Employee(s) (introducing them to the organization's environment, process and protocols).
- (iii) Monitoring and replenishing of clinical/professional supplies and materials (excluding normal office supplies) from suppliers.
- (iv) Ensuring proper functioning of equipment and for ensuring routine preventative maintenance is performed on equipment as required.

**4. Specialization- Experience**

Occupy a position that requires, by job description and/or job posting, a minimum of two (2) years experience relevant to the required work, as determined by the Employer.

**5. Specialization**

Must perform at least four (4) out of the five (5) of the following criteria as required by the position description:

- 1. Regular and ongoing responsibility (25% of their work time) for teaching or training staff or students in the specialty including paramedical, nursing, medical or support staff.
- 2. Regularly and consistently gives clinical/professional advice as a recognized resource within the discipline.

3. Ongoing responsibility for planning and assessing treatment policies and procedures for the specialty program (not for the individual).
4. Significant postgraduate education/training and/or experience relevant to the required work, as determined by the Employer.

Significant postgraduate education/training means:

- (a) More than the continuing education requirements of the profession;
- (b) Typically recognized by the discipline as “over and above” entry level requirements;
- (c) The course length would typically be at least 40 hours.

5. Carries out a lead role in clinical research activities

#### **6. Sole Charge**

The only Employee in a Regional Health Authority working in a specific occupational group having sole accountability for program development and delivery including clinical responsibility and resource management.

### **(B) CLASSIFICATION ADJUDICATION PROCESS**

#### Purpose of Classification/Position Adjudication

Titles and rates of pay for:

- (a) New and/or unique occupational groupings, classifications and/or positions; and
- (b) Reclassifications of occupational groupings, classifications and/or positions;

shall be subject to negotiation between the parties. Failing agreement an Adjudication hearing will be held to determine whether a new and/or unique occupational group/classification/position or any reclassification of an existing occupational group/classification/position has been placed on the most appropriate wage scale.

The parties agree to use one of the following two (2) single adjudicators: Phil Johnson or Dan Ish. The adjudicator for the first adjudication will be determined by a flip of a coin; thereafter, they will alternate. The adjudicator's decision shall be final and binding on all parties. HSAS and SAHO shall equally bear the expense of the adjudicator.

#### Referral to Adjudication

If HSAS and SAHO refer the matter to adjudication, it shall immediately be referred. The hearing shall take place no sooner than forty-five (45) calendar days after being referred and no later than sixty (60) calendar days.

### Information Sharing

HSAS, SAHO and the Employer agree to share with one another all the information they have gathered that is relevant to the matter before the adjudicator. All information sharing must be completed within thirty (30) calendar days of referring the matter to adjudication. All written documentation received shall be shared with the adjudicator prior to the hearing.

### Role of Adjudicator

The adjudicator will hear presentations from the Union and SAHO in representation of the Employer and shall issue a written decision including rationale, no later than fifteen (15) calendar days after the hearing which will be binding to the parties.

### Adjudication Hearing Process

Adjudication hearings will be scheduled in either Regina or Saskatoon. The protocol for these hearings will be as per an arbitration hearing with the ability to call witnesses. The only exception to this being that none of the parties can raise information not shared with the other parties within the time limits under the heading "Information Sharing".

## **21.02 Posting And Filling Of Vacant Positions**

In order to expedite filling of vacancies, Employers may elect to post vacancies simultaneously within the Regional Health Authority, other Provincial Regional Health Authorities, and externally. Nonetheless, first consideration, in accordance with Article 21.04, shall still be provided to HSAS applicants from within the geographic boundaries of the Regional Health Authority.

### (a) Regional Health Authority Posting

When a vacancy within a Regional Health Authority is to be filled, it shall first be posted within the Regional Health Authority for a minimum ten (10) 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 Regional Health Authority, in accordance with Article 21.04. Applicable seniority will be that recognized within the geographical boundaries of the Regional Health Authority.

### (b) Provincial Posting

If the vacancy is not filled within the Regional Health Authority the vacancy shall be posted for as long as the vacancy is open and for a minimum ten (10) calendar days in all Regional Health Authorities 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 21.04. 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.

- (c) All postings and external advertisements pertaining to HSAS positions shall have the following statement: "Preference for this position will be given to HSAS members in accordance with the terms and conditions of the SAHO/HSAS Collective Agreement".

### **21.03 Temporary Vacancies**

- (a) Temporary vacancies of six (6) months or longer shall be posted and filled in accordance with Article 21.02 (a).
- (b) Temporary vacancies of twelve (12) months or longer shall be posted and filled in accordance with Article 21.02 (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 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 15.03 Scheduling of Work shall not apply.
- (g) Temporary vacancies will not exceed one year except as for provided within Article 1.22 or by mutual agreement between the Union and the Employer.
- (h) Temporary leaves of absence for the purpose of working within the Bargaining Unit in another Health Region shall not be extended beyond the term of the original temporary job posting for which the Employee requested the leave of absence except by mutual agreement between the sending Employer and the Union.
- (i) Temporary appointments will not exceed the time frame delineated in the job posting unless mutually agreed between the Union and the Employer. When no time frame is outlined, the temporary appointment will not exceed one (1) year unless mutually agreed between the Union and the Employers.



#### **21.04 Selection Criteria**

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

#### **21.05 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.

#### **21.06 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.

#### **21.07 Letter Of Appointment**

Every Employee's employment shall be confirmed in writing by a Letter of Appointment/Offer which shall include the following:

- (a) Job type (full time, part time, temporary, casual);
- (b) For Other Than Full-Time Employees:
  - (i) Minimum number of hours and shifts per rotation, or other defined period;
  - (ii) 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.

#### **21.08 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 Regional Health Authority 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.

**21.09 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 Commencing Employment in Another Regional Health Authority**

Employees who commence work in another Regional Health Authority through the provincial posting process, and who have successfully completed probation with their current Employer, shall be on probation with the new Regional Health Authority for the first 480 hours worked. If the Employer or

Employee terminates the probationary appointment, the Employee shall be entitled to return to her former position.

(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. Notwithstanding the foregoing, the Parties agree the Employer may terminate the Employee for general unsuitability. If an Employee is retained for the aforementioned period, the Employee's name shall be placed on the appropriate seniority list and seniority shall be based upon the date the Employee last commenced work within the geographical boundaries of the Regional Health Authority.

(e) Probationary Termination

At any time during the probationary period, the Employer may terminate the Employee's employment for general unsuitability by giving one week's notice, or pay in lieu. An Employee being discharged for culpable conduct/just cause may be dismissed without such notice or payment in lieu. In either case, the Employee shall be afforded the opportunity of having a union representative in attendance.

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.

**21.10 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. The Employee's increment date shall be determined in accordance with Article 18.06 (e).

**21.11 Salary On Demotion**

When an Employee is demoted, the Employee's increment 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.

### **21.12 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 increment date shall not change.

### **21.13 Temporary Performance Of Higher Duties**

- (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 22 - MULTI-SITE WORK**

### **22.01 Occasional**

Employees requested to report to a workplace other than their normal workplace, within a Regional Health Authority, 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.

## **22.02 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 Regional Health Authority, 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.

## **22.03 New Multi-Site Position**

Where a position is created that requires an Employee to work at more than one site in the Regional Health Authority, 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 23 - 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.

### **23.01 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.

### **23.02 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.

### **23.03 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.

### **23.04 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.

### **23.05 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.

### **23.06 Protective Clothing**

Protective clothing and equipment required by the Occupational Health and Safety Regulations shall be provided at no cost to Employees. Additionally, the Employer shall provide sufficient training in the use, cleaning and disposal of such clothing and/or equipment.

### **23.07 Post-Trauma Counselling**

The Employer agrees to develop and/or maintain a post-trauma counselling program.

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

### **23.08 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.

### **23.09 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 (e.g. 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.

### **23.10 Workers' Compensation**

When an Employee is absent as a result of an accident, occupational illness or disease in connection with the Employee's employment and benefits are being paid by the Workers' Compensation Board, the difference between the Employee's regular net pay and the Workers' Compensation payment will be paid by the Employer for a period not to exceed one (1) year and shall not reduce the Employee's accumulated sick leave credits. The Employee's vacation credits shall continue to accumulate at the normal rate while the Employee is on Workers' Compensation for a period of up to six (6) months.

In addition, the following shall outline tuberculosis compensation

- (a) Compensation Payable



People seeking employment will be categorized as follows:

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

Persons falling in categories i), ii) and iii) will be eligible for compensation if they meet the conditions of the clause following:

An Employee who contracts Tuberculosis while in the employ of the Regional Health Authority shall be paid ninety (90%) of the salary the Employee was receiving at the time they were declared unfit for duty. When an Employee is declared by a qualified Tuberculosis specialist to be fit for light or part-time work, they will remain on full compensation, unless light or part-time work can be assigned.

- (b) (i) An Employee who requires testing away from home shall be compensated for all lost time and expenses including travel costs as per Article 19.
  - (ii) An Employee who has been requested by management to be absent from their place of work pending investigation of the clinical signs of Tuberculosis shall receive full compensation in accordance with Article 23.10(a) during the period between the date that the Employee is first absent and the date that a conclusive diagnosis is made. The amount payable under this section may be increased to one hundred (100%) percent of pay by charging the additional amount to the Employee's accumulated sick leave.
- (c) Compensation on Termination
- An Employee whose services have been terminated for any cause and who within three (3) months of separation is diagnosed by a physician as having tuberculosis, shall be entitled to the above compensation and the salary rate shall be based on the salary he was receiving at the time his services were terminated.

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

(d) Duration of Compensation

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

(e) Compensation Not Payable

(i) Those new Employees showing evidence of arrested tuberculosis (category iv) will not be eligible for compensation.

(ii) Those new Employees showing evidence of inactive tuberculosis who have never required treatment for the disease (category iii) will not be eligible for compensation, if active tuberculosis is discovered within the first twelve (12) months of their employment.

(iii) No compensation will be paid to any Employee who is found within the first three (3) months of employment to have tuberculosis, except persons showing no signs of previous tuberculosis infection as confirmed by negative tuberculin tests.

(iv) Compensation under this Article will not be paid to an Employee:

- who on commencing employment or termination of employment, refuses to take a tuberculin test and/or x-ray;
- who has a negative tuberculin test and refuses to take a tuberculin test every three (3) years during the terms of his employment;
- who has a positive tuberculin test and refuses to take a chest x-ray every two (2) years during the terms of his employment;
- who refuses to conform to the treatment plan prescribed by a qualified Tuberculosis specialist or designated general practitioner; and
- who fails to provide a written report or certificate from the Saskatchewan Anti-Tuberculosis League every three (3) months.

(f) Sick Leave Credits

An Employee absent from duty due to the contracting of Tuberculosis under circumstances above, shall not have such absence charged against sick leave allowed under Article 12, except as provided under Article 23.11(b).

### **23.11 Influenza Vaccine**

**The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Health Officer or in compliance with applicable provincial legislation, the following rules shall apply:**

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Employer shall pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during the employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Employers recognize that employees have the right to refuse any **required immunization**.
- (d) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the facility until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he may use banked time or vacation credits in order to keep her or his pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid in accordance with Article 12.05. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees. Any time lost shall not result in loss of pay for scheduled shifts or reduction of the Employee's sick leave credits.
- (f) If an employee gets sick as a result of the vaccination, and applies for Workers Compensation Benefits, the Employer will not oppose the claim.
- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.
- (h) The clause shall be interpreted in a manner consistent with the Saskatchewan Human Rights Code.

### **23.12 Immunizations/Quarantine**

Any time lost as a result of:

immunization required by the Employer or;  
quarantine or;  
being prohibited from working by the Employer as a result of  
exposure to an infectious disease as a result of her employment,

**shall not result in loss of pay for scheduled shifts or reduction of the Employee's sick leave credits. Payment of wages for scheduled shifts and beyond shall be calculated in accordance with Article 12.05.**

## **ARTICLE 24 - PERSONNEL FILE**

### **24.01 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.

### **24.02 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 25 - GENERAL PROVISIONS**

### **25.01 Accommodation Of Spiritual And Cultural Differences**

The parties will be sensitive to cultural and spiritual differences of Employees/members and, where practical, accommodate those differences.

### **25.02 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.

### **25.03 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.

#### **25.04 Court/Jury Duty**

- (a) 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.
- (b) When an Employee is subpoenaed as a witness for court in a matter arising out of the performance of her duties, at a time when she would not otherwise be working, it shall be treated as time worked.
- (c) 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.

#### **25.05 Personal Property Damage**

An Employee's personal property, lost or damaged, as a direct result of delivering service to 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.

#### **25.06 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.

## **25.07 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 26 - LAY-OFF AND WORK RESUMPTION**

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.

## 26.01 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.

## 26.02 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 (e.g. program, Regional Health Authority-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.

## 26.03 Seniority

When the Employer is effecting a lay-off of an Employee(s), the seniority list posted in accordance with Article 10.05 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 26.02 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.

#### **26.04 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 Regional Health Authority shall be retained.

#### **26.05 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.

#### **26.06 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 26.08. As more junior Employees are displaced, they are added to the pool and ranked in order of seniority.

#### **26.07 Placement Into Vacant Position**

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

#### **26.08 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 26.09;



- (ii) to be laid off and placed on a work resumption list in accordance with Article 26.10;
- (iii) where there is a reduction in the Employee's hours of work, to accept the reduced hours of work;
- (iv) terminate employment from all Employers within the Regional Health Authority and accept severance in accordance with Article 26.11;
- (v) to retire, if eligible.

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 26.10.
- (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.

## **26.09 Displacement**

In the event a reduction in staff becomes necessary, as set out in Article 26.01, 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 26.12.

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 Regional Health Authority. 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.

### **26.10 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 21;
  - (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 10.04. 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 Regional Health Authority who have indicated an availability for this type of work and who have the ability to perform the work.

### **26.11 Severance Pay**

An Employee who is laid off and chooses to terminate employment as per Article 26.08 (a) (iv), will be entitled to receive severance pay in the amount of one week's pay for each 1948.8 hours worked within the Regional Health Authority or for predecessor Employers.

### **26.12 Trial Period**

Except as mutually agreed between the Employer and the union, Employees who assume a position through placement (Article 26.07) or displacement (Article 26.09) or work resumption (Article 26.10), shall be considered on trial as per Article 21.08. 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.

### **26.13 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 21.10, 21.11 or 21.12.

#### **26.14 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 27 - MANAGEMENT - UNION COMMITTEE**

At the request of either party, a joint committee (either ad hoc or standing) 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 Employer and union representatives as named by each party, in equal numbers unless agreed otherwise, with an objective to maintain the total number of participants at a reasonable level. Employees participating on such committees shall not suffer any loss in pay for attendance at meetings.

The Committee shall meet at the request of either party, within seven (7) calendar days.

#### **ARTICLE 28 - PORTABILITY OF BENEFITS AND SENIORITY**

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

- (a) unused sick leave credits up to 190 days;
- (b) most recent vacation accrual rate and years of continuous employment considered in the calculation of the same;
- (c) seniority accumulated at time of termination;
- (d) unused family leave credits;
- (e) most recent salary step if employed within the same classification.

An Employee who is employed in more than one Regional Health Authority and terminates from one shall be eligible to transfer items (a), (b), (c), and (d) above, however, seniority shall only be usable for the purpose of vacancy competitions after 30 days from the date of termination.

## ARTICLE 29 – WORKPLACE REORGANIZATION

### 29.01 Reorganization

In the event of:

- (a) technological change;
- (b) merger/amalgamation of Employers within a Regional Health Authority or the merger/amalgamation of Regional Health Authorities;
- (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;

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 or adverse consequences to the workforce of such change

### 29.02 Principles

- (a) During the implementation or transition period all Employees will maintain their wage level;
- (b) The most senior Employees within a Regional Health Authority 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 26 – 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 26.11 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.
- (h) Employees subjected to workplace reorganization shall not be subjected to a trial period and shall be provided reasonable orientation to their new work duties.

## **ARTICLE 30 – EMPLOYEE BENEFIT PLANS**

### **30.01 Accessing Benefit Plans**

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

### **30.02 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.

### **30.03 Group Life Insurance Plan**

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.

### **30.04 Pension Plan**

- (a) SHEPP, and any successor Plan, with terms, conditions, and benefits administered by a joint Union-Employer Board of Trust, shall be provided whereby the Employer shall fully participate, pay, deduct, and remit premiums, as the case may be, in accordance with the terms of such Plan.
- (b) HSAS members currently in pension plans, other than SHEPP, shall continue their membership in those plans while remaining in the continuous employment of their current Employer.

- (c) Employer and employee contributions for employees enrolled in the Public Employees Pension Plan (PEPP) shall be increased to seven percent (7%).**

### **30.05 Extended Health And Enhanced Dental Plans**

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.

### **30.06 Long Term Disability Income Plan**

A Disability Income Plan shall be provided on a joint funding basis whereby the Employer shall pay **54%** and the Employee shall pay **46%** of the cost of funding the plan.

The terms of the Long Term Disability (LTD) Plan shall be as per Appendix **B** for all Employees.

### **30.07 Annual Benefit Statement**

The Employer, SAHO or SHEPP shall, at minimum, provide each member of the above-noted Plans an annual statement. Such statements 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 and Extended Health.**

- (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.

### **30.08 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 31 – DURATION OF AGREEMENT**

- 31.01** This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after **April 1, 2007** up to and including **March 31, 2009** and from year to year thereafter unless notification of desire to renegotiate is given in writing.
- 31.02** 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.
- 31.03** 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**

#### **April 1, 2007**

- 4% General wage increase applied to the April 1, 2006 base rates of pay.
- For current market supplemented wage rates increase the educational base rate of pay attached to each market supplemented wage rate by 4% and add that specific dollar amount to the market supplemented wage rates.
- The wage schedule will be reduced from the current six (6) steps to five (5) steps. Employees currently at step 1 will be advanced to step 2. The steps will be renamed 1 to 5.

#### **October 1, 2007**

- A further classification adjustment of 2.5%, for purposes of retention, will be added to Step 5 of the educational base rates of pay listed within Wage Schedule A. For current market supplemented wage rates add the same further classification adjustment of 2.5%, for the purposes of retention, to the Step 5 of



the educational base rates of pay listed within Wage Schedule A and add that specific dollar amount to the market supplemented wage rates.

#### **April 1, 2008**

- General wage increase applied to the base rates of pay including the April 1, 2007 and October 1, 2007 adjustments.
- For current market supplemented wage rates increase the educational base rate of pay attached to each market supplemented wage rate by 4% and add that specific dollar amount to the market supplemented wage rates.

#### **Eligibility for Retro Activity**

- All employees on staff as of July 10, 2007 shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to this Collective Agreement.

#### **Effective Date**

- Except as otherwise provided in this Collective Agreement, all Articles take effect on the date of exchange of ratification by the parties.

#### **Signing Bonus**

- All employees on staff as of July 10, 2007 will be eligible for a signing bonus. The maximum payment for any employee is \$1000. The payment will be prorated based on the percentage of full-time straight time hours for each eligible employee during the 26 bi-weekly pay periods immediately preceding the date the Collective Agreement was signed by the parties. Payment of the signing bonus for employees on an approved leave of absence shall be based on the 26 bi-weekly pay periods immediately preceding the commencement of the leave.
- The payment is not pensionable or insurable and will be subject to deductions at source.

### **Wage Schedules**

The names of each occupational group and their respective classifications outlined in the wage schedules should be maintained as delineated on pages **97 – 100 of the April 1, 2004 to March 31, 2007 HSAS/SAHO Collective Agreement.**

## PREAMBLE

The following wage schedules are derived based on the principles of the education based classification system as negotiated between the Health Sciences Association of Saskatchewan and the Saskatchewan Association of Health Organizations. Positions will continue to be evaluated, and wage rates assigned, as per Article 21.01 - Classifications. The rates of pay representative of educational qualifications are as follows:

### EDUCATIONAL QUALIFICATIONS

#### April 1, 2007

	Step 1	Step 2	Step 3	Step 4	Step 5
Diploma	\$ 22.445	\$ 23.342	\$ 24.277	\$ 25.248	\$ 26.782
Diploma Senior	\$ 24.240	\$ 25.210	\$ 26.218	\$ 27.267	\$ 28.924
Degree	\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 31.238
Degree Senior	\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 33.738
Masters	\$ 30.535	\$ 31.758	\$ 33.029	\$ 34.349	\$ 36.437
Masters Senior	\$ 32.979	\$ 34.299	\$ 35.670	\$ 37.097	\$ 39.352
PHD	\$ 38.466	\$ 40.005	\$ 41.605	\$ 43.270	\$ 45.899
PHD Senior	\$ 41.544	\$ 43.207	\$ 44.934	\$ 46.731	\$ 49.573

#### October 1, 2007

	Step 1	Step 2	Step 3	Step 4	Step 5
Diploma	\$ 22.445	\$ 23.342	\$ 24.277	\$ 25.248	\$ 27.452
Diploma Senior	\$ 24.240	\$ 25.210	\$ 26.218	\$ 27.267	\$ 29.647
Degree	\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Degree Senior	\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581
Masters	\$ 30.535	\$ 31.758	\$ 33.029	\$ 34.349	\$ 37.348
Masters Senior	\$ 32.979	\$ 34.299	\$ 35.670	\$ 37.097	\$ 40.336
PHD	\$ 38.466	\$ 40.005	\$ 41.605	\$ 43.270	\$ 47.046
PHD Senior	\$ 41.544	\$ 43.207	\$ 44.934	\$ 46.731	\$ 50.812

#### April 1, 2008

	Step 1	Step 2	Step 3	Step 4	Step 5
Diploma	\$ 23.343	\$ 24.276	\$ 25.248	\$ 26.258	\$ 28.550
Diploma Senior	\$ 25.210	\$ 26.218	\$ 27.267	\$ 28.358	\$ 30.833
Degree	\$ 27.227	\$ 28.315	\$ 29.448	\$ 30.627	\$ 33.300
Degree Senior	\$ 29.404	\$ 30.581	\$ 31.804	\$ 33.076	\$ 35.964
Masters	\$ 31.756	\$ 33.028	\$ 34.350	\$ 35.723	\$ 38.842
Masters Senior	\$ 34.298	\$ 35.671	\$ 37.097	\$ 38.581	\$ 41.949
PHD	\$ 40.005	\$ 41.605	\$ 43.269	\$ 45.001	\$ 48.928
PHD Senior	\$ 43.206	\$ 44.935	\$ 46.731	\$ 48.600	\$ 52.844

### LESS THAN DIPLOMA REQUIREMENTS

Classifications with less than a diploma requirement, with the exception of EMS classifications, will be paid at the following level. (e.g. New Choices for Men Program, Assessor Coordinator - Non-Related Education)

	Step 1	Step 2	Step 3	Step 4	Step 5
April 1, 2007	\$ 19.433	\$ 20.211	\$ 21.020	\$ 21.861	\$ 22.735
October 1, 2007	\$ 19.433	\$ 20.211	\$ 21.020	\$ 21.861	\$ 23.303
April 1, 2008	\$ 20.210	\$ 21.019	\$ 21.861	\$ 22.735	\$ 24.235

EMS classifications with less than a diploma requirement will be paid as follows:

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>April 1, 2007</b>	\$ 20.782	\$ 21.615	\$ 22.478	\$ 23.378	\$ 24.799
<b>October 1, 2007</b>	\$ 20.782	\$ 21.615	\$ 22.478	\$ 23.378	\$ 25.419
<b>April 1, 2008</b>	\$ 21.613	\$ 22.480	\$ 23.377	\$ 24.313	\$ 26.436

### **UNIQUE POSITIONS**

There are several unique classifications within HSAS, which do not fall within any of the above listed educational qualifications, for which unique wage rates have been established. These classifications are identified in separate Employer LOUs which may be referenced.

### **CERTIFIED CLASSIFICATIONS**

Rates for classifications titled "Certified" vary due to differences in education and experience required to write the relevant exams.

### **WAGE SCHEDULES**

A list of HSAS classifications, sorted alphabetically by Occupational Group, are shown in the following wage schedules, along with the appropriate wage rates for the life of the Collective Bargaining Agreement, as of the date of signing. Note that due to the existence of the Provincial Market Supplement Program, rates are subject to change over time. Classifications receiving a supplement as of the date of signing are identified by a "MS" to the right of the classification title, This is the rate of pay for which incumbents in these classifications are to be paid. The rates immediately above, marked "Base" are tracked for future wage rate determination, and are not to be used when a supplement is in place.

April 1, 2007

<b>Classification</b>	<b>Base/Market Supplement (MS)</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Addictions Counsellor</b>						
Diploma		\$ 22,445	\$ 23,342	\$ 24,277	\$ 25,248	\$ 26,782
Diploma Senior		\$ 24,240	\$ 25,210	\$ 26,218	\$ 27,267	\$ 28,924
Degree		\$ 26,180	\$ 27,226	\$ 28,315	\$ 29,449	\$ 31,238
Degree Senior		\$ 28,273	\$ 29,405	\$ 30,581	\$ 31,804	\$ 33,738
<b>Assessor / Coordinator</b>						
Degree		\$ 26,180	\$ 27,226	\$ 28,315	\$ 29,449	\$ 31,238
Degree Senior		\$ 28,273	\$ 29,405	\$ 30,581	\$ 31,804	\$ 33,738
<b>Audiologist</b>						
Masters		\$ 30,535	\$ 31,758	\$ 33,029	\$ 34,349	\$ 36,437
Masters Senior		\$ 32,979	\$ 34,299	\$ 35,670	\$ 37,097	\$ 39,352
<b>Dental Therapist</b>						
Diploma	Base	\$ 22,445	\$ 23,342	\$ 24,277	\$ 25,248	\$ 26,782
Diploma	MS	\$ 23,350	\$ 24,284	\$ 25,256	\$ 26,266	\$ 27,862
Diploma Senior	Base	\$ 24,240	\$ 25,210	\$ 26,218	\$ 27,267	\$ 28,924
Diploma Senior	MS	\$ 25,217	\$ 26,227	\$ 27,275	\$ 28,367	\$ 30,091
<b>Dietitian</b>						
Degree		\$ 26,180	\$ 27,226	\$ 28,315	\$ 29,449	\$ 31,238
Degree Senior		\$ 28,273	\$ 29,405	\$ 30,581	\$ 31,804	\$ 33,738
Masters		\$ 30,535	\$ 31,758	\$ 33,029	\$ 34,349	\$ 36,437
Masters Senior		\$ 32,979	\$ 34,299	\$ 35,670	\$ 37,097	\$ 39,352
<b>Emergency Medical Services</b>						
E.M.T.		\$ 20,782	\$ 21,615	\$ 22,478	\$ 23,378	\$ 24,799
E.M.D.		\$ 20,782	\$ 21,615	\$ 22,478	\$ 23,378	\$ 24,799
E.M.T. Coordinator		\$ 22,445	\$ 23,342	\$ 24,277	\$ 25,248	\$ 26,782
E.M.T.A		\$ 22,445	\$ 23,342	\$ 24,277	\$ 25,248	\$ 26,782
E.M.T.A. Coordinator		\$ 24,240	\$ 25,210	\$ 26,218	\$ 27,267	\$ 28,924
E.M.T.P.	Base	\$ 24,240	\$ 25,210	\$ 26,218	\$ 27,267	\$ 28,924
E.M.T.P.	MS	\$ 25,441	\$ 26,458	\$ 27,517	\$ 28,617	\$ 30,357
E.M.T.P. Coordinator	Base	\$ 26,180	\$ 27,226	\$ 28,315	\$ 29,449	\$ 31,238
E.M.T.P. Coordinator	MS	\$ 27,477	\$ 28,575	\$ 29,718	\$ 30,907	\$ 32,785
<b>Exercise / Conditioning Therapist</b>						
Degree		\$ 26,180	\$ 27,226	\$ 28,315	\$ 29,449	\$ 31,238
Degree Senior		\$ 28,273	\$ 29,405	\$ 30,581	\$ 31,804	\$ 33,738
<b>Health Educator</b>						
Staff		\$ 26,180	\$ 27,226	\$ 28,315	\$ 29,449	\$ 31,238
Senior		\$ 28,273	\$ 29,405	\$ 30,581	\$ 31,804	\$ 33,738

**Infection Control Practitioner**

Infection Control Practitioner	ED Base <sup>Note 1</sup>	\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 31.238
Infection Control Practitioner	Base <sup>Note 2</sup>	\$ 27.742	\$ 28.870	\$ 30.002	\$ 30.741	\$ 32.098
Infection Control Practitioner	MS	\$ 31.712	\$ 32.980	\$ 34.299	\$ 35.671	\$ 37.121
Infection Control Practitioner Senior	ED Base <sup>Note 1</sup>	\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 33.738
Infection Control Practitioner Senior	MS	\$ 34.249	\$ 35.619	\$ 37.043	\$ 38.525	\$ 40.092

**Mental Health Therapist**

Staff		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 31.238
Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 33.738

**Music Therapist**

Degree		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 31.238
Degree Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 33.738

**Nutritionist**

Degree		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 31.238
Degree Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 33.738

**Occupational Therapist**

Degree	Base	\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 31.238
Degree	MS	\$ 26.479	\$ 27.537	\$ 28.639	\$ 29.785	\$ 31.595
Degree Senior	Base	\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 33.738
Degree Senior	MS	\$ 28.597	\$ 29.741	\$ 30.930	\$ 32.168	\$ 34.124
Masters / Research	Base	\$ 30.535	\$ 31.758	\$ 33.029	\$ 34.349	\$ 36.437
Masters / Research	MS	\$ 30.884	\$ 32.121	\$ 33.406	\$ 34.741	\$ 36.853
Masters / Research Senior	Base	\$ 32.979	\$ 34.299	\$ 35.670	\$ 37.097	\$ 39.352
Masters / Research Senior	MS	\$ 33.357	\$ 34.691	\$ 36.078	\$ 37.521	\$ 39.802

**Orthoptist**

Clinician		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 31.238
Instructor		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 33.738

**Orthotist**

Certified	ED Base <sup>Note 1</sup>	\$ 22.445	\$ 23.342	\$ 24.277	\$ 25.248	\$ 26.782
Certified	Base <sup>Note 2</sup>	\$ 29.395	\$ 30.570	\$ 31.793	\$ 33.064	\$ 35.075
Certified	MS	\$ 32.235	\$ 33.525	\$ 34.866	\$ 36.260	\$ 38.472
Senior	ED Base <sup>Note 1</sup>	\$ 24.240	\$ 25.210	\$ 26.218	\$ 27.267	\$ 28.924
Senior	Base <sup>Note 2</sup>	\$ 31.746	\$ 33.015	\$ 34.336	\$ 35.709	\$ 37.880
Senior	MS	\$ 34.814	\$ 36.207	\$ 37.654	\$ 39.161	\$ 41.549

**Perfusionist**

Certified	ED Base <sup>Note 1</sup>	\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 31.238
Certified	Base <sup>Note 2</sup>	\$ 30.707	\$ 31.559	\$ 32.574	\$ 33.615	\$ 34.785
Certified	MS	\$ 30.069	\$ 31.271	\$ 32.522	\$ 33.824	\$ 35.879
Senior	ED Base <sup>Note 1</sup>	\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 33.738
Senior	MS	\$ 32.474	\$ 33.774	\$ 35.124	\$ 36.529	\$ 38.750

**Pharmacist**

Degree	ED Base <sup>Note 1</sup>	\$ 26,180	\$ 27,226	\$ 28,315	\$ 29,449	\$ 31,238
Degree	Base <sup>Note 2</sup>	\$ 26,747	\$ 28,019	\$ 29,071	\$ 30,369	\$ 32,109
Degree	MS	\$ 38,410	\$ 39,408	\$ 40,432	\$ 41,487	\$ 43,419
Degree Senior	ED Base <sup>Note 1</sup>	\$ 28,273	\$ 29,405	\$ 30,581	\$ 31,804	\$ 33,738
Degree Senior	Base <sup>Note 2</sup>	\$ 28,881	\$ 29,856	\$ 30,937	\$ 32,223	\$ 34,064
Degree Senior	MS	\$ 41,482	\$ 42,560	\$ 43,666	\$ 44,805	\$ 46,893
Pharm D	ED Base <sup>Note 1</sup>	\$ 30,535	\$ 31,758	\$ 33,029	\$ 34,349	\$ 36,437
Pharm D	Base <sup>Note 2</sup>	\$ 30,832	\$ 32,065	\$ 33,348	\$ 34,681	\$ 36,791
Pharm D	MS	\$ 44,801	\$ 45,965	\$ 47,159	\$ 48,389	\$ 50,644

**Physical Therapist**

Degree	Base	\$ 26,180	\$ 27,226	\$ 28,315	\$ 29,449	\$ 31,238
Degree	MS	\$ 26,966	\$ 28,043	\$ 29,165	\$ 30,332	\$ 32,175
Degree Senior	Base	\$ 28,273	\$ 29,405	\$ 30,581	\$ 31,804	\$ 33,738
Degree Senior	MS	\$ 29,123	\$ 30,288	\$ 31,499	\$ 32,759	\$ 34,751
Masters / Research	Base	\$ 30,535	\$ 31,758	\$ 33,029	\$ 34,349	\$ 36,437
Masters / Research	MS	\$ 31,452	\$ 32,710	\$ 34,019	\$ 35,380	\$ 37,530
Masters / Research Senior	Base	\$ 32,979	\$ 34,299	\$ 35,670	\$ 37,097	\$ 39,352
Masters / Research Senior	MS	\$ 33,969	\$ 35,328	\$ 36,741	\$ 38,210	\$ 40,533

**Prosthetist**

Certified	ED Base <sup>Note 1</sup>	\$ 22,445	\$ 23,342	\$ 24,277	\$ 25,248	\$ 26,782
Certified	Base <sup>Note 2</sup>	\$ 29,395	\$ 30,570	\$ 31,793	\$ 33,064	\$ 35,075
Certified	MS	\$ 32,235	\$ 33,525	\$ 34,866	\$ 36,260	\$ 38,472
Senior	ED Base <sup>Note 1</sup>	\$ 24,240	\$ 25,210	\$ 26,218	\$ 27,267	\$ 28,924
Senior	Base <sup>Note 2</sup>	\$ 31,746	\$ 33,015	\$ 34,336	\$ 35,709	\$ 37,880
Senior	MS	\$ 34,814	\$ 36,207	\$ 37,654	\$ 39,161	\$ 41,549

**Psychologist**

Masters		\$ 30,535	\$ 31,758	\$ 33,029	\$ 34,349	\$ 36,437
Masters Senior		\$ 32,979	\$ 34,299	\$ 35,670	\$ 37,097	\$ 39,352
PhD		\$ 38,466	\$ 40,005	\$ 41,605	\$ 43,270	\$ 45,899
PhD Senior		\$ 41,544	\$ 43,207	\$ 44,934	\$ 46,731	\$ 49,573

**Psychometrician**

Degree		\$ 26,180	\$ 27,226	\$ 28,315	\$ 29,449	\$ 31,238
Degree Senior		\$ 28,273	\$ 29,405	\$ 30,581	\$ 31,804	\$ 33,738
Masters		\$ 30,535	\$ 31,758	\$ 33,029	\$ 34,349	\$ 36,437
Masters Senior		\$ 32,979	\$ 34,299	\$ 35,670	\$ 37,097	\$ 39,352

**Public Health Inspector**

Degree	Base	\$ 26,180	\$ 27,226	\$ 28,315	\$ 29,449	\$ 31,238
Degree	MS	\$ 29,083	\$ 30,245	\$ 31,455	\$ 32,713	\$ 34,701
Degree Senior	Base	\$ 28,273	\$ 29,405	\$ 30,581	\$ 31,804	\$ 33,738
Degree Senior	MS	\$ 31,408	\$ 32,664	\$ 33,971	\$ 35,330	\$ 37,478
Public Health Supervisor	Base	\$ 30,535	\$ 31,758	\$ 33,029	\$ 34,349	\$ 36,437
Public Health Supervisor	MS	\$ 33,921	\$ 35,278	\$ 36,689	\$ 38,157	\$ 40,476

**Recreation Therapist**

Diploma		\$ 22.445	\$ 23.342	\$ 24.277	\$ 25.248	\$ 26.782
Diploma Senior		\$ 24.240	\$ 25.210	\$ 26.218	\$ 27.267	\$ 28.924
Degree		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 31.238
Degree Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 33.738

**Respiratory Therapist**

Diploma	ED Base <sup>Note 1</sup>	\$ 22.445	\$ 23.342	\$ 24.277	\$ 25.248	\$ 26.782
Diploma	Base <sup>Note 2</sup>	\$ 22.806	\$ 23.718	\$ 24.667	\$ 25.654	\$ 27.213
Diploma	MS	\$ 25.188	\$ 26.195	\$ 27.244	\$ 28.334	\$ 30.055
Diploma Senior	ED Base <sup>Note 1</sup>	\$ 24.240	\$ 25.210	\$ 26.218	\$ 27.267	\$ 28.924
Diploma Senior	Base <sup>Note 2</sup>	\$ 24.630	\$ 25.615	\$ 26.641	\$ 27.706	\$ 29.390
Diploma Senior	MS	\$ 27.202	\$ 28.291	\$ 29.422	\$ 30.599	\$ 32.460

**Social Worker**

BSW		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 31.238
BSW Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 33.738
MSW		\$ 30.535	\$ 31.758	\$ 33.029	\$ 34.349	\$ 36.437
MSW Senior		\$ 32.979	\$ 34.299	\$ 35.670	\$ 37.097	\$ 39.352

**Speech Language Pathologist**

Masters		\$ 30.535	\$ 31.758	\$ 33.029	\$ 34.349	\$ 36.437
Master Senior		\$ 32.979	\$ 34.299	\$ 35.670	\$ 37.097	\$ 39.352

Note 1 - Education base (ED Base) rates of pay were established as of October 1, 2004 and apply (as true base rates) to new incumbents hired on or after this date, The position of Infection Control Practitioner is an exception as its education base rates of pay were established November 2002 and apply (as true base rates) to new incumbents hired on or after this date.

Note 2 - Base wage rates of pay shown for these classification have been perpetuated from the previous classification system with negotiated economic increases. These rates are not representative of the rate of pay related to the educational qualifications, and only apply to incumbents hired prior to April 1, 2004. These base rates will be red circled until the new hire base rates match or exceed them through the application of negotiated economic increases, at which point the new hire base rates will become the true base rates for all incumbents.

October 1, 2007

Classification	Base/Market Supplement (MS)	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Addictions Counsellor</b>						
Diploma		\$ 22.445	\$ 23.342	\$ 24.277	\$ 25.248	\$ 27.452
Diploma Senior		\$ 24.240	\$ 25.210	\$ 26.218	\$ 27.267	\$ 29.647
Degree		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Degree Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581
<b>Assessor / Coordinator</b>						
Degree		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Degree Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581
<b>Audiologist</b>						
Masters		\$ 30.535	\$ 31.758	\$ 33.029	\$ 34.349	\$ 37.348
Masters Senior		\$ 32.979	\$ 34.299	\$ 35.670	\$ 37.097	\$ 40.336
<b>Dental Therapist</b>						
Diploma	Base	\$ 22.445	\$ 23.342	\$ 24.277	\$ 25.248	\$ 27.452
Diploma	MS	\$ 23.350	\$ 24.284	\$ 25.256	\$ 26.266	\$ 28.532
Diploma Senior	Base	\$ 24.240	\$ 25.210	\$ 26.218	\$ 27.267	\$ 29.647
Diploma Senior	MS	\$ 25.217	\$ 26.227	\$ 27.275	\$ 28.367	\$ 30.814
<b>Dietitian</b>						
Degree		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Degree Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581
Masters		\$ 30.535	\$ 31.758	\$ 33.029	\$ 34.349	\$ 37.348
Masters Senior		\$ 32.979	\$ 34.299	\$ 35.670	\$ 37.097	\$ 40.336
<b>Emergency Medical Services</b>						
E.M.T.		\$ 20.782	\$ 21.615	\$ 22.478	\$ 23.378	\$ 25.419
E.M.D.		\$ 20.782	\$ 21.615	\$ 22.478	\$ 23.378	\$ 25.419
E.M.T. Coordinator		\$ 22.445	\$ 23.342	\$ 24.277	\$ 25.248	\$ 27.452
E.M.T.A		\$ 22.445	\$ 23.342	\$ 24.277	\$ 25.248	\$ 27.452
E.M.T.A. Coordinator		\$ 24.240	\$ 25.210	\$ 26.218	\$ 27.267	\$ 29.647
E.M.T.P.	Base	\$ 24.240	\$ 25.210	\$ 26.218	\$ 27.267	\$ 29.647
E.M.T.P.	MS	\$ 25.441	\$ 26.458	\$ 27.517	\$ 28.617	\$ 31.080
E.M.T.P. Coordinator	Base	\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
E.M.T.P. Coordinator	MS	\$ 27.477	\$ 28.575	\$ 29.718	\$ 30.907	\$ 33.566
<b>Exercise / Conditioning Therapist</b>						
Degree		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Degree Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581
<b>Health Educator</b>						
Staff		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581



**Infection Control Practitioner**

Infection Control Practitioner	ED Base <sup>Note 1</sup>	\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Infection Control Practitioner	Base <sup>Note 2</sup>	\$ 27.742	\$ 28.870	\$ 30.002	\$ 30.741	\$ 32.900
Infection Control Practitioner	MS	\$ 31.712	\$ 32.980	\$ 34.299	\$ 35.671	\$ 37.902
Infection Control Practitioner Senior	ED Base <sup>Note 1</sup>	\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581
Infection Control Practitioner Senior	MS	\$ 34.249	\$ 35.619	\$ 37.043	\$ 38.525	\$ 40.935

**Mental Health Therapist**

Staff		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581

**Music Therapist**

Degree		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Degree Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581

**Nutritionist**

Degree		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Degree Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581

**Occupational Therapist**

Degree	Base	\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Degree	MS	\$ 26.479	\$ 27.537	\$ 28.639	\$ 29.785	\$ 32.376
Degree Senior	Base	\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581
Degree Senior	MS	\$ 28.597	\$ 29.741	\$ 30.930	\$ 32.168	\$ 34.967
Masters / Research	Base	\$ 30.535	\$ 31.758	\$ 33.029	\$ 34.349	\$ 37.348
Masters / Research	MS	\$ 30.884	\$ 32.121	\$ 33.406	\$ 34.741	\$ 37.764
Masters / Research Senior	Base	\$ 32.979	\$ 34.299	\$ 35.670	\$ 37.097	\$ 40.336
Masters / Research Senior	MS	\$ 33.357	\$ 34.691	\$ 36.078	\$ 37.521	\$ 40.786

**Orthoptist**

Clinician		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Instructor		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581

**Orthotist**

Certified	ED Base <sup>Note 1</sup>	\$ 22.445	\$ 23.342	\$ 24.277	\$ 25.248	\$ 27.452
Certified	Base <sup>Note 2</sup>	\$ 29.395	\$ 30.570	\$ 31.793	\$ 33.064	\$ 35.952
Certified	MS	\$ 32.235	\$ 33.525	\$ 34.866	\$ 36.260	\$ 39.142
Senior	ED Base <sup>Note 1</sup>	\$ 24.240	\$ 25.210	\$ 26.218	\$ 27.267	\$ 29.647
Senior	Base <sup>Note 2</sup>	\$ 31.746	\$ 33.015	\$ 34.336	\$ 35.709	\$ 38.827
Senior	MS	\$ 34.814	\$ 36.207	\$ 37.654	\$ 39.161	\$ 42.272

**Perfusionist**

Certified	ED Base <sup>Note 1</sup>	\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Certified	Base <sup>Note 2</sup>	\$ 30.707	\$ 31.559	\$ 32.574	\$ 33.615	\$ 35.655
Certified	MS	\$ 30.069	\$ 31.271	\$ 32.522	\$ 33.824	\$ 36.660
Senior	ED Base <sup>Note 1</sup>	\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581
Senior	MS	\$ 32.474	\$ 33.774	\$ 35.124	\$ 36.529	\$ 39.593

**Pharmacist**

Degree	ED Base <sup>Note 1</sup>	\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Degree	Base <sup>Note 2</sup>	\$ 26.747	\$ 28.019	\$ 29.071	\$ 30.369	\$ 32.912
Degree	MS	\$ 38.410	\$ 39.408	\$ 40.432	\$ 41.487	\$ 44.200
Degree Senior	ED Base <sup>Note 1</sup>	\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581
Degree Senior	Base <sup>Note 2</sup>	\$ 28.881	\$ 29.856	\$ 30.937	\$ 32.223	\$ 34.916
Degree Senior	MS	\$ 41.482	\$ 42.560	\$ 43.666	\$ 44.805	\$ 47.736
Pharm D	ED Base <sup>Note 1</sup>	\$ 30.535	\$ 31.758	\$ 33.029	\$ 34.349	\$ 37.348
Pharm D	Base <sup>Note 2</sup>	\$ 30.832	\$ 32.065	\$ 33.348	\$ 34.681	\$ 37.711
Pharm D	MS	\$ 44.801	\$ 45.965	\$ 47.159	\$ 48.389	\$ 51.555

**Physical Therapist**

Degree	Base	\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Degree	MS	\$ 26.966	\$ 28.043	\$ 29.165	\$ 30.332	\$ 32.956
Degree Senior	Base	\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581
Degree Senior	MS	\$ 29.123	\$ 30.288	\$ 31.499	\$ 32.759	\$ 35.594
Masters / Research	Base	\$ 30.535	\$ 31.758	\$ 33.029	\$ 34.349	\$ 37.348
Masters / Research	MS	\$ 31.452	\$ 32.710	\$ 34.019	\$ 35.380	\$ 38.441
Masters / Research Senior	Base	\$ 32.979	\$ 34.299	\$ 35.670	\$ 37.097	\$ 40.336
Masters / Research Senior	MS	\$ 33.969	\$ 35.328	\$ 36.741	\$ 38.210	\$ 41.517

**Prosthetist**

Certified	ED Base <sup>Note 1</sup>	\$ 22.445	\$ 23.342	\$ 24.277	\$ 25.248	\$ 27.452
Certified	Base <sup>Note 2</sup>	\$ 29.395	\$ 30.570	\$ 31.793	\$ 33.064	\$ 35.952
Certified	MS	\$ 32.235	\$ 33.525	\$ 34.866	\$ 36.260	\$ 39.142
Senior	ED Base <sup>Note 1</sup>	\$ 24.240	\$ 25.210	\$ 26.218	\$ 27.267	\$ 29.647
Senior	Base <sup>Note 2</sup>	\$ 31.746	\$ 33.015	\$ 34.336	\$ 35.709	\$ 38.827
Senior	MS	\$ 34.814	\$ 36.207	\$ 37.654	\$ 39.161	\$ 42.272

**Psychologist**

Masters		\$ 30.535	\$ 31.758	\$ 33.029	\$ 34.349	\$ 37.348
Masters Senior		\$ 32.979	\$ 34.299	\$ 35.670	\$ 37.097	\$ 40.336
PhD		\$ 38.466	\$ 40.005	\$ 41.605	\$ 43.270	\$ 47.046
PhD Senior		\$ 41.544	\$ 43.207	\$ 44.934	\$ 46.731	\$ 50.812

**Psychometrician**

Degree		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Degree Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581
Masters		\$ 30.535	\$ 31.758	\$ 33.029	\$ 34.349	\$ 37.348
Masters Senior		\$ 32.979	\$ 34.299	\$ 35.670	\$ 37.097	\$ 40.336

**Public Health Inspector**

Degree	Base	\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Degree	MS	\$ 29.083	\$ 30.245	\$ 31.455	\$ 32.713	\$ 35.482
Degree Senior	Base	\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581
Degree Senior	MS	\$ 31.408	\$ 32.664	\$ 33.971	\$ 35.330	\$ 38.321
Public Health Supervisor	Base	\$ 30.535	\$ 31.758	\$ 33.029	\$ 34.349	\$ 37.348
Public Health Supervisor	MS	\$ 33.921	\$ 35.278	\$ 36.689	\$ 38.157	\$ 41.387

**Recreation Therapist**

Diploma		\$ 22.445	\$ 23.342	\$ 24.277	\$ 25.248	\$ 27.452
Diploma Senior		\$ 24.240	\$ 25.210	\$ 26.218	\$ 27.267	\$ 29.647
Degree		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
Degree Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581

**Respiratory Therapist**

Diploma	ED Base <sup>Note 1</sup>	\$ 22.445	\$ 23.342	\$ 24.277	\$ 25.248	\$ 27.452
Diploma	Base <sup>Note 2</sup>	\$ 22.806	\$ 23.718	\$ 24.667	\$ 25.654	\$ 27.893
Diploma	MS	\$ 25.188	\$ 26.195	\$ 27.244	\$ 28.334	\$ 30.725
Diploma Senior	ED Base <sup>Note 1</sup>	\$ 24.240	\$ 25.210	\$ 26.218	\$ 27.267	\$ 29.647
Diploma Senior	Base <sup>Note 2</sup>	\$ 24.630	\$ 25.615	\$ 26.641	\$ 27.706	\$ 30.125
Diploma Senior	MS	\$ 27.202	\$ 28.291	\$ 29.422	\$ 30.599	\$ 33.183

**Social Worker**

BSW		\$ 26.180	\$ 27.226	\$ 28.315	\$ 29.449	\$ 32.019
BSW Senior		\$ 28.273	\$ 29.405	\$ 30.581	\$ 31.804	\$ 34.581
MSW		\$ 30.535	\$ 31.758	\$ 33.029	\$ 34.349	\$ 37.348
MSW Senior		\$ 32.979	\$ 34.299	\$ 35.670	\$ 37.097	\$ 40.336

**Speech Language Pathologist**

Masters		\$ 30.535	\$ 31.758	\$ 33.029	\$ 34.349	\$ 37.348
Master Senior		\$ 32.979	\$ 34.299	\$ 35.670	\$ 37.097	\$ 40.336

Note 1 - Education base (ED Base) rates of pay were established as of October 1, 2004 and apply (as true base rates) to new incumbents hired on or after this date. The position of Infection Control Practitioner is an exception as its education base rates of pay were established November 2002 and apply (as true base rates) to new incumbents hired on or after this date.

Note 2 - Base wage rates of pay shown for these classification have been perpetuated from the previous classification system with negotiated economic increases. These rates are not representative of the rate of pay related to the educational qualifications, and only apply to incumbents hired prior to April 1, 2004. These base rates will be red circled until the new hire base rates match or exceed them through the application of negotiated economic increases, at which point the new hire base rates will become the true base rates for all incumbents.

April 1, 2008

Classification	Base/Market Supplement (MS)	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Addictions Counsellor</b>						
Diploma		\$ 23,343	\$ 24,276	\$ 25,248	\$ 26,258	\$ 28,550
Diploma Senior		\$ 25,210	\$ 26,218	\$ 27,267	\$ 28,358	\$ 30,833
Degree		\$ 27,227	\$ 28,315	\$ 29,448	\$ 30,627	\$ 33,300
Degree Senior		\$ 29,404	\$ 30,581	\$ 31,804	\$ 33,076	\$ 35,964
<b>Assessor / Coordinator</b>						
Degree		\$ 27,227	\$ 28,315	\$ 29,448	\$ 30,627	\$ 33,300
Degree Senior		\$ 29,404	\$ 30,581	\$ 31,804	\$ 33,076	\$ 35,964
<b>Audiologist</b>						
Masters		\$ 31,756	\$ 33,028	\$ 34,350	\$ 35,723	\$ 38,842
Masters Senior		\$ 34,298	\$ 35,671	\$ 37,097	\$ 38,581	\$ 41,949
<b>Dental Therapist</b>						
Diploma	Base	\$ 23,343	\$ 24,276	\$ 25,248	\$ 26,258	\$ 28,550
Diploma	MS	\$ 24,248	\$ 25,218	\$ 26,227	\$ 27,276	\$ 29,630
Diploma Senior	Base	\$ 25,210	\$ 26,218	\$ 27,267	\$ 28,358	\$ 30,833
Diploma Senior	MS	\$ 26,187	\$ 27,235	\$ 28,324	\$ 29,458	\$ 32,000
<b>Dietitian</b>						
Degree		\$ 27,227	\$ 28,315	\$ 29,448	\$ 30,627	\$ 33,300
Degree Senior		\$ 29,404	\$ 30,581	\$ 31,804	\$ 33,076	\$ 35,964
Masters		\$ 31,756	\$ 33,028	\$ 34,350	\$ 35,723	\$ 38,842
Masters Senior		\$ 34,298	\$ 35,671	\$ 37,097	\$ 38,581	\$ 41,949
<b>Emergency Medical Services</b>						
E.M.T.		\$ 21,613	\$ 22,480	\$ 23,377	\$ 24,313	\$ 26,436
E.M.D.		\$ 21,613	\$ 22,480	\$ 23,377	\$ 24,313	\$ 26,436
E.M.T. Coordinator		\$ 23,343	\$ 24,276	\$ 25,248	\$ 26,258	\$ 28,550
E.M.T.A		\$ 23,343	\$ 24,276	\$ 25,248	\$ 26,258	\$ 28,550
E.M.T.A. Coordinator		\$ 25,210	\$ 26,218	\$ 27,267	\$ 28,358	\$ 30,833
E.M.T.P.	Base	\$ 25,210	\$ 26,218	\$ 27,267	\$ 28,358	\$ 30,833
E.M.T.P.	MS	\$ 26,411	\$ 27,466	\$ 28,566	\$ 29,708	\$ 32,266
E.M.T.P. Coordinator	Base	\$ 27,227	\$ 28,315	\$ 29,448	\$ 30,627	\$ 33,300
E.M.T.P. Coordinator	MS	\$ 28,524	\$ 29,664	\$ 30,851	\$ 32,085	\$ 34,847
<b>Exercise / Conditioning Therapist</b>						
Degree		\$ 27,227	\$ 28,315	\$ 29,448	\$ 30,627	\$ 33,300
Degree Senior		\$ 29,404	\$ 30,581	\$ 31,804	\$ 33,076	\$ 35,964
<b>Health Educator</b>						
Staff		\$ 27,227	\$ 28,315	\$ 29,448	\$ 30,627	\$ 33,300
Senior		\$ 29,404	\$ 30,581	\$ 31,804	\$ 33,076	\$ 35,964

**Infection Control Practitioner**

Infection Control Practitioner	ED Base <sup>Note 1</sup>	\$ 27.227	\$ 28.315	\$ 29.448	\$ 30.627	\$ 33.300
Infection Control Practitioner	Base <sup>Note 2</sup>	\$ 28.852	\$ 30.025	\$ 31.202	\$ 31.971	\$ 34.216
Infection Control Practitioner	MS	\$ 32.759	\$ 34.069	\$ 35.432	\$ 36.849	\$ 39.183
Infection Control Practitioner Senior	ED Base <sup>Note 1</sup>	\$ 29.404	\$ 30.581	\$ 31.804	\$ 33.076	\$ 35.964
Infection Control Practitioner Senior	MS	\$ 35.380	\$ 36.795	\$ 38.266	\$ 39.797	\$ 42.318

**Mental Health Therapist**

Staff		\$ 27.227	\$ 28.315	\$ 29.448	\$ 30.627	\$ 33.300
Senior		\$ 29.404	\$ 30.581	\$ 31.804	\$ 33.076	\$ 35.964

**Music Therapist**

Degree		\$ 27.227	\$ 28.315	\$ 29.448	\$ 30.627	\$ 33.300
Degree Senior		\$ 29.404	\$ 30.581	\$ 31.804	\$ 33.076	\$ 35.964

**Nutritionist**

Degree		\$ 27.227	\$ 28.315	\$ 29.448	\$ 30.627	\$ 33.300
Degree Senior		\$ 29.404	\$ 30.581	\$ 31.804	\$ 33.076	\$ 35.964

**Occupational Therapist**

Degree	Base	\$ 27.227	\$ 28.315	\$ 29.448	\$ 30.627	\$ 33.300
Degree	MS	\$ 27.526	\$ 28.626	\$ 29.772	\$ 30.963	\$ 33.657
Degree Senior	Base	\$ 29.404	\$ 30.581	\$ 31.804	\$ 33.076	\$ 35.964
Degree Senior	MS	\$ 29.728	\$ 30.917	\$ 32.153	\$ 33.440	\$ 36.350
Masters / Research	Base	\$ 31.756	\$ 33.028	\$ 34.350	\$ 35.723	\$ 38.842
Masters / Research	MS	\$ 32.105	\$ 33.391	\$ 34.727	\$ 36.115	\$ 39.258
Masters / Research Senior	Base	\$ 34.298	\$ 35.671	\$ 37.097	\$ 38.581	\$ 41.949
Masters / Research Senior	MS	\$ 34.676	\$ 36.063	\$ 37.505	\$ 39.005	\$ 42.399

**Orthoptist**

Clinician		\$ 27.227	\$ 28.315	\$ 29.448	\$ 30.627	\$ 33.300
Instructor		\$ 29.404	\$ 30.581	\$ 31.804	\$ 33.076	\$ 35.964

**Orthotist**

Certified	ED Base <sup>Note 1</sup>	\$ 23.343	\$ 24.276	\$ 25.248	\$ 26.258	\$ 28.550
Certified	Base <sup>Note 2</sup>	\$ 30.571	\$ 31.793	\$ 33.065	\$ 34.387	\$ 37.390
Certified	MS	\$ 33.133	\$ 34.459	\$ 35.837	\$ 37.270	\$ 40.240
Senior	ED Base <sup>Note 1</sup>	\$ 25.210	\$ 26.218	\$ 27.267	\$ 28.358	\$ 30.833
Senior	Base <sup>Note 2</sup>	\$ 33.016	\$ 34.336	\$ 35.709	\$ 37.137	\$ 40.380
Senior	MS	\$ 35.784	\$ 37.215	\$ 38.703	\$ 40.252	\$ 43.458

**Perfusionist**

Certified	ED Base <sup>Note 1</sup>	\$ 27.227	\$ 28.315	\$ 29.448	\$ 30.627	\$ 33.300
Certified	Base <sup>Note 2</sup>	\$ 31.935	\$ 32.821	\$ 33.877	\$ 34.960	\$ 37.081

	Certified	MS	\$ 31.116	\$ 32.360	\$ 33.655	\$ 35.002	\$ 37.941
	Senior	ED Base <sup>Note 1</sup>	\$ 29.404	\$ 30.581	\$ 31.804	\$ 33.076	\$ 35.964
	Senior	MS	\$ 33.605	\$ 34.950	\$ 36.347	\$ 37.801	\$ 40.976
<b>Pharmacist</b>							
	Degree	ED Base <sup>Note 1</sup>	\$ 27.227	\$ 28.315	\$ 29.448	\$ 30.627	\$ 33.300
	Degree	Base <sup>Note 2</sup>	\$ 27.817	\$ 29.140	\$ 30.234	\$ 31.584	\$ 34.228
	Degree	MS	\$ 39.457	\$ 40.497	\$ 41.565	\$ 42.665	\$ 45.481
	Degree Senior	ED Base <sup>Note 1</sup>	\$ 29.404	\$ 30.581	\$ 31.804	\$ 33.076	\$ 35.964
	Degree Senior	Base <sup>Note 2</sup>	\$ 30.036	\$ 31.050	\$ 32.174	\$ 33.512	\$ 36.313
	Degree Senior	MS	\$ 42.613	\$ 43.736	\$ 44.889	\$ 46.077	\$ 49.119
	Pharm D	ED Base <sup>Note 1</sup>	\$ 31.756	\$ 33.028	\$ 34.350	\$ 35.723	\$ 38.842
	Pharm D	Base <sup>Note 2</sup>	\$ 32.065	\$ 33.348	\$ 34.682	\$ 36.068	\$ 39.219
	Pharm D	MS	\$ 46.022	\$ 47.235	\$ 48.480	\$ 49.763	\$ 53.049
<b>Physical Therapist</b>							
	Degree	Base	\$ 27.227	\$ 28.315	\$ 29.448	\$ 30.627	\$ 33.300
	Degree	MS	\$ 28.013	\$ 29.132	\$ 30.298	\$ 31.510	\$ 34.237
	Degree Senior	Base	\$ 29.404	\$ 30.581	\$ 31.804	\$ 33.076	\$ 35.964
	Degree Senior	MS	\$ 30.254	\$ 31.464	\$ 32.722	\$ 34.031	\$ 36.977
	Masters / Research	Base	\$ 31.756	\$ 33.028	\$ 34.350	\$ 35.723	\$ 38.842
	Masters / Research	MS	\$ 32.673	\$ 33.980	\$ 35.340	\$ 36.754	\$ 39.935
	Masters / Research Senior	Base	\$ 34.298	\$ 35.671	\$ 37.097	\$ 38.581	\$ 41.949
	Masters / Research Senior	MS	\$ 35.288	\$ 36.700	\$ 38.168	\$ 39.694	\$ 43.130
<b>Prosthetist</b>							
	Certified	ED Base <sup>Note 1</sup>	\$ 23.343	\$ 24.276	\$ 25.248	\$ 26.258	\$ 28.550
	Certified	Base <sup>Note 2</sup>	\$ 30.571	\$ 31.793	\$ 33.065	\$ 34.387	\$ 37.390
	Certified	MS	\$ 33.133	\$ 34.459	\$ 35.837	\$ 37.270	\$ 40.240
	Senior	ED Base <sup>Note 1</sup>	\$ 25.210	\$ 26.218	\$ 27.267	\$ 28.358	\$ 30.833
	Senior	Base <sup>Note 2</sup>	\$ 33.016	\$ 34.336	\$ 35.709	\$ 37.137	\$ 40.380
	Senior	MS	\$ 35.784	\$ 37.215	\$ 38.703	\$ 40.252	\$ 43.458
<b>Psychologist</b>							
	Masters		\$ 31.756	\$ 33.028	\$ 34.350	\$ 35.723	\$ 38.842
	Masters Senior		\$ 34.298	\$ 35.671	\$ 37.097	\$ 38.581	\$ 41.949
	PhD		\$ 40.005	\$ 41.605	\$ 43.269	\$ 45.001	\$ 48.928
	PhD Senior		\$ 43.206	\$ 44.935	\$ 46.731	\$ 48.600	\$ 52.844
<b>Psychometrician</b>							
	Degree		\$ 27.227	\$ 28.315	\$ 29.448	\$ 30.627	\$ 33.300
	Degree Senior		\$ 29.404	\$ 30.581	\$ 31.804	\$ 33.076	\$ 35.964
	Masters		\$ 31.756	\$ 33.028	\$ 34.350	\$ 35.723	\$ 38.842
	Masters Senior		\$ 34.298	\$ 35.671	\$ 37.097	\$ 38.581	\$ 41.949
<b>Public Health Inspector</b>							
	Degree	Base	\$ 27.227	\$ 28.315	\$ 29.448	\$ 30.627	\$ 33.300
	Degree	MS	\$ 30.130	\$ 31.334	\$ 32.588	\$ 33.891	\$ 36.763
	Degree Senior	Base	\$ 29.404	\$ 30.581	\$ 31.804	\$ 33.076	\$ 35.964
	Degree Senior	MS	\$ 32.539	\$ 33.840	\$ 35.194	\$ 36.602	\$ 39.704

Public Health Supervisor	Base	\$ 31.756	\$ 33.028	\$ 34.350	\$ 35.723	\$ 38.842
Public Health Supervisor	MS	\$ 35.142	\$ 36.548	\$ 38.010	\$ 39.531	\$ 42.881

**Recreation Therapist**

Diploma		\$ 23.343	\$ 24.276	\$ 25.248	\$ 26.258	\$ 28.550
Diploma Senior		\$ 25.210	\$ 26.218	\$ 27.267	\$ 28.358	\$ 30.833
Degree		\$ 27.227	\$ 28.315	\$ 29.448	\$ 30.627	\$ 33.300
Degree Senior		\$ 29.404	\$ 30.581	\$ 31.804	\$ 33.076	\$ 35.964

**Respiratory Therapist**

Diploma	ED Base <sup>Note 1</sup>	\$ 23.343	\$ 24.276	\$ 25.248	\$ 26.258	\$ 28.550
Diploma	Base <sup>Note 2</sup>	\$ 23.718	\$ 24.667	\$ 25.654	\$ 26.680	\$ 29.009
Diploma	MS	\$ 26.086	\$ 27.129	\$ 28.215	\$ 29.344	\$ 31.823
Diploma Senior	ED Base <sup>Note 1</sup>	\$ 25.210	\$ 26.218	\$ 27.267	\$ 28.358	\$ 30.833
Diploma Senior	Base <sup>Note 2</sup>	\$ 25.615	\$ 26.640	\$ 27.707	\$ 28.814	\$ 31.330
Diploma Senior	MS	\$ 28.172	\$ 29.299	\$ 30.471	\$ 31.690	\$ 34.369

**Social Worker**

BSW		\$ 27.227	\$ 28.315	\$ 29.448	\$ 30.627	\$ 33.300
BSW Senior		\$ 29.404	\$ 30.581	\$ 31.804	\$ 33.076	\$ 35.964
MSW		\$ 31.756	\$ 33.028	\$ 34.350	\$ 35.723	\$ 38.842
MSW Senior		\$ 34.298	\$ 35.671	\$ 37.097	\$ 38.581	\$ 41.949

**Speech Language Pathologist**

Masters		\$ 31.756	\$ 33.028	\$ 34.350	\$ 35.723	\$ 38.842
Master Senior		\$ 34.298	\$ 35.671	\$ 37.097	\$ 38.581	\$ 41.949

Note 1 - Education base (ED Base) rates of pay were established as of October 1, 2004 and apply (as true base rates) to new incumbents hired on or after this date, The position of Infection Control Practitioner is an exception as its education base rates of pay were established November 2002 and apply (as true base rates) to new incumbents hired on or after this date.

Note 2 - Base wage rates of pay shown for these classification have been perpetuated from the previous classification system with negotiated economic increases. These rates are not representative of the rate of pay related to the educational qualifications, and only apply to incumbents hired prior to April 1, 2004. These base rates will be red circled until the new hire base rates match or exceed them through the application of negotiated economic increases, at which point the new hire base rates will become the true base rates for all incumbents.

## **APPENDIX A**

### **VACATION PROVISION FOR FORMER PSC EMPLOYEES**

Employees formerly covered by the SGEU/PSC and CUPE 600 Collective Agreements who were granted vacation in advance of earning it shall continue to receive such vacation.

1. The granting and use of such vacation shall be in accordance with the conditions which applied under previous collective agreements. In particular:
  - (a) Employees previously covered by the SGEU/PSC Collective Agreement shall be credited on the first day of the vacation year with the vacation to which they will be entitled based on the years of service they will have completed in that vacation year.
  - (b) Employees previously covered by the CUPE 600 Collective Agreement shall be credited on the first day of the vacation year with the fourth, fifth and sixth week of vacation, based on the years of service they will have completed in that vacation year.
  - (c) Employees will take their vacation in the year in which it is granted. Employees may carry over up to five (5) days of vacation credit into the next vacation year. Permission to carry over more than five (5) days may be requested and granted in special circumstances.
2. Any Employee entitled to vacation under this Appendix, but wishing to take vacation under the general terms of Article 13 may elect to do so by written request to the Employer.

## **APPENDIX B**

### **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 12 [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.
- (k) Independent final adjudication of disability claim appeals will be handled as per Memorandum of Agreement between SAHO and the Health Care Unions signed December 18, 2003.

## **APPENDIX C**

### **DEFERRED SALARY LEAVE TEMPLATE**

The below document is the template for Employers and HSAS to use for the purposes of negotiating a Deferred Salary Leave Plan.

#### **Memorandum of Agreement**

**Between**

**Health Sciences Association of Saskatchewan (HSAS)**

**And**

\_\_\_\_\_ **Health Region/Affiliate**

**Re: Deferred Salary Leave Plan  
(Referred to as the Plan)**

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This Memorandum of Agreement contains the agreed upon terms of a Deferred Salary Leave Plan negotiated pursuant to Article 11.13 "Deferred Salary Plan" of the April 1, 2004 to March 31, 2007 Collective Agreement between HSAS and SAHO.

This Memorandum and its terms will form part of the April 1, 2004 to March 31, 2007 HSAS/SAHO Collective Agreement, and be subject to the grievance procedure contained therein.

In order for HSAS members to participate in the Plan both HSAS and the employer (Health Region or affiliate) will be required to sign this memorandum. Additionally, HSAS members interested in participating in the Plan will be required to complete an application form and sign both a certification/authorization form and participation agreement.

## **Deferred Salary Leave Plan Template (DSLPL)**

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### **1. Overview**

1.1 This Deferred Salary Leave Plan is an initiative of the Health Sciences Association of Saskatchewan (HSAS), Saskatchewan Association of Health Organizations (SAHO), Health Regions and their affiliates which demonstrates their commitment to enhancing the retention and recruitment of HSAS professionals to Saskatchewan's health care system.

### **2. Purpose**

2.1 The purpose of this Plan is to provide permanent full time and permanent part time employees (based on guaranteed hours through their letter of offer) with the opportunity to plan and finance a leave of absence.

2.2 The Plan allows employees to defer a portion of their salary over a period of time which will be paid as salary during the period of their leave of absence.

### **3. Definitions**

3.1 The following words and terms used within this document are defined below.

**Certification/Authorization Form** – upon approval of their application a participant will sign this form which acknowledges their understanding of the Plan and authorization for salary being deferred.

**Deferral Period** is the period during which compensation is deferred in accordance with the provisions of the Plan.

**Deferred Amount** is the portion of the normal gross pay which is retained by the employer for the participant in each year, in

accordance with this Plan and as augmented by interest, but less all amounts paid out under the terms of this Plan.

**Eligible Employee** is a permanent full time or part time employee who is employed by the Health Region.

**Employer** is \_\_\_\_\_ Health Region or affiliate.

**Leave of Absence** is the period of time a participant will be receiving deferred salary. In no case shall the leave of absence be less than three consecutive months where the leave is to be taken by the eligible employee for the purpose of permitting full time attendance at a designated educational institute, within the meaning assigned by subsection 118.6(1) of the *Income Tax Act*, and not less than six consecutive months in any other case, nor more than twelve months.

**Normal Gross Pay** for permanent full time employees is the regular salary paid to the participant, including any applicable retroactive salary, but excluding overtime and any other special payments. For permanent part time employees, normal gross pay shall be based on their guaranteed hours as per their letter of offer, including any applicable retroactive salary, but excluding overtime and any other special payments.

**Participant** is an eligible employee whose application for participation in the plan has been approved by the employer and who has entered into a memorandum of agreement with the employer.

**Participation Agreement** is the agreement signed by the employer and participant.

**Plan** is the Deferred Salary Leave Plan as described in this document.

**Prevailing Pay** is the normal gross pay less the deferred amount.

#### 4 **Procedure**

- 4.1 Enrolment in the Plan is allowed during the following semi-annual periods: April 1<sup>st</sup> to April 15<sup>th</sup> and October 1<sup>st</sup> to October 15<sup>th</sup>. Contributions to the Plan will commence on the date agreed to by the participant and the employer subject to Sections 4.2 vi and 6.2.
- 4.2 Request for participation in DSLP will automatically be denied if:
- I. The request contravenes the Employer's Conflict of Interest Guidelines.
  - II. The period of salary deferral is less than one year or more than 6 years.
  - III. The period of leave is less than 6 consecutive months or more

than 12 consecutive months. A period of not less than 3 consecutive months is allowed for education leave.

- IV. The period of leave requested is not consecutive.
  - V. The deferral percentage exceeds the maximum of 33% or is below the minimum of 10%.
  - VI. The leave of absence does not commence immediately after the first pay period following completion of the deferral period. This is subject to section 6.2 of the plan.
  - VII. The employee does not return to work for a period at least equal to the period of leave, i.e. the DSLP cannot serve as an early retirement benefit.
- 4.3 An eligible employee wishing to participate in the plan shall submit a written Application for Deferred Salary Leave to their immediate out-of-scope supervisor/director. Information and application forms are available from either the employer's Human Resources Department or the HSAS Saskatoon Office.
- 4.4 An applicant's request will not be unreasonably denied.
- 4.5 In determining which individuals within a department at a particular work site will be eligible to participate in the Plan during the same time period, seniority shall be the deciding factor unless another method of selection is agreed to by the Union.
- 4.6 Within one (1) month of receiving the application the out-of-scope supervisor/director will advise both the applicant and the Union in writing of the final decision regarding the request to participate in the plan. Additionally, when a request is denied, written reasons shall be provided.
- 4.7 If approved, the application form will be submitted to the employer's Human Resources Department who will meet with the participant to further discuss the details of the plan and complete both the certification/authorization form and participation agreement. The applicable information will then be forwarded to payroll for processing.
- 4.8 The purpose of the leave can be anything from education, other employment, travel or personal reasons that fall within Canada Revenue Agency guidelines.

## **5. Funding For Leave Of Absence**

- 5.1 During each year prior to the agreed upon leave of absence [minimum one (1) year and maximum six (6) years], the participant shall receive the applicable prevailing pay as determined for the year(s) by the application form, employee certification and authorization form and participation agreement.

- 5.2 In no case shall the deferred amount be less than 10% nor greater than  $33\frac{1}{3}\%$  of the participant's normal gross pay in any calendar year.
- 5.3 The employer shall pay all interest accrued on the deferred amounts to the participant's account on the last day of each calendar year during the deferral period. This interest will be reported as taxable income for the participant in the year it was earned.

## 6. Taking Leave Of Absence

- 6.1 The leave of absence shall occur according to this memorandum and the participation agreement executed between the participant and the employer.
- 6.2 Upon mutual consent between the employer and the participant the commencement of the leave of absence may be postponed, all subject to the limitations in the memorandum of agreement and the maximum deferral period allowed.

Participation in the plan may be suspended if the participant accepts a permanent or temporary position in another department where the leave period creates a staffing vacancy due to insufficient time to fill the vacancy or because the position falls within the 'hard to recruit' category.

- 6.3 One month prior to commencing the leave the participant will inform payroll in writing of the payout option chosen:
- Option #1: lump sum payout of all deferred amounts plus interest less all deductions as per Appendix A.
- Option #2: bi-weekly deposits to the participant's account less all deductions as per Appendix A. The bi-weekly deductions and amount paid shall be proportionate to the monies retained by the employer and duration of the leave of absence.
- 6.4 During the leave of absence the participant may not receive any additional remuneration from the employer or another Health Region or Affiliate in Saskatchewan other than the benefit entitlement defined in Appendix A.
- 6.5 The leave of absence shall commence immediately following the deferral period, unless agreed to as per section 6.2.
- 6.6 Upon completion of the leave of absence the *Income Tax Act* requires the participant to return to the employer for a period not less than the period of absence.
- 6.7 During the deferral period:

- 6.7.1 Any applicable pension contributions and health and welfare benefits computed with reference to salary shall be structured according to Appendix A.
- 6.7.2 The participant and employer will continue paying the regular share of pension contributions and health and welfare premiums as delineated in Appendix A.
- 6.7.3 Pensionable service and pension accruals shall conform to the provisions of the various pension plans and will include prescribed compensation as permitted and described in the *Income Tax Act* and Regulations.

6.8 During the leave of absence period:

- 6.8.1 The participant and the employer will each pay the regular share of pension contributions and health and welfare premiums as delineated in Appendix A.
- 6.8.2 Pensionable service and pension accruals shall conform to the provisions of the various pension plans and will include prescribed compensation as permitted and described in the *Income Tax Act* and Regulations.

**7. Entitlements While On Deferred Leave**

- 7.1 The application of entitlements while on Deferred Leave shall be in accordance with the "Leave Without Pay Exceeding 30 Days" provisions of the HSAS/SAHO Collective Bargaining Agreement and attached Appendix "A".
- 7.2 Entitled vacation time that is not used prior to taking the leave of absence shall be carried over and can be accessed in the vacation year in which they return to work.

**8. Withdrawal From The Plan**

- 8.1 A participant's membership in the plan must be withdrawn upon:
  - 8.1.1 Ceasing to be an employee of the Health Region or affiliate. The deferred amount and accumulated interest shall be refunded within thirty (30) calendar days of the termination date and becomes taxable in the year that it was received.
  - 8.1.2 Continuous layoff exceeding one (1) year.
  - 8.1.3 Having been a recipient of long term disability benefits under the SAHO disability income plan for more than one (1) year.



8.1.4 Failure to take the leave of absence as provided in the participation of agreement and amendments to that agreement.

8.1.5 Death.

8.2 Upon a participant's membership ceasing pursuant to Sections 8.1.2 through 8.1.5 the employer shall pay to the participant, or the beneficiary as applicable, the deferred amount plus interest no later than thirty (30) calendar days after the date of withdrawal, unless mutually agreed to otherwise.

8.3 In cases of financial hardship, the participant shall be entitled to withdraw from the plan providing the request for such withdrawal is received at least three (3) months before the established commencement date of the leave of absence. In the event of such a withdrawal, the deferred amount plus interest shall be paid to the participant within thirty (30) calendar days of the participant notifying the employer of their intent to withdraw (or as mutually agreed to otherwise). The deferred amount and interest received shall be taxable in the year it was received.

## **9. Suspension from Participation in the Plan**

9.1 Upon written notice to the employer, a participant may suspend participation in the plan:

9.1.1 Upon taking an unpaid leave of absence.

9.1.2 Within the first year of becoming a recipient of disability benefits.

9.2 Upon termination of the cause for suspending participation, the participant shall be re-instated upon returning to active employment.

9.3 Any suspension of participation shall not extend the deferral period beyond six **(6)** years.

## **10. Deferred Amounts**

10.1 The employer unconditionally guarantees payment of the deferred amount plus interest. There shall be no administrative fee charged to the participant or deducted from the deferred amount.

10.2 The deferred amount shall be invested by the employer with a financial institution that is insured by the Canada Deposit Insurance Corporation.

10.3 The interest rate to be applied to the deferred amount is guaranteed to be the same rate as the employer receives on short-term investments.

10.4 The Payroll Department shall maintain individual accounting for the deferred amount of each participant in the plan. At the end of each year the participant shall be provided with a breakdown of amounts deferred, the interest rate applied to the deferred amounts and interest accrued.

## **11. General Provisions**

11.1 The plan shall not constitute a contract of employment between a participant and the employer.

11.2 The employer reserves the right to terminate a participant's employment at any time for cause. Terminations are subject to the HSAS grievance procedure.

11.3 No amendment to the plan or the participation agreement shall be made which will prejudice any tax ruling which is applicable prior to the amendment.

11.4 Interest credited to a participant's deferred amount under the provisions of this plan will be considered as employment income for purposes of the *Income Tax Act* and will be reported on the participant's T4 supplementary and shall be subject to tax withholdings.

## **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.

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: Existing Letters of Understanding and Present Conditions and Benefits**

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 #3**

### **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 listed below. Where entitlements were intended to apply provincially, such entitlements may be transferred where Employees commence employment in another Regional Health Authority. Where entitlements were intended to apply at specific work locations, and Employees voluntarily relocate, such entitlement will not be transferable.

#### Local HSAS /RUH

##### Severance Pay Provisions

The following provisions shall apply

Employees engaged prior to April 1<sup>st</sup>, 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 1<sup>st</sup>, 1966, sick leave credits for the purpose of calculating the appropriate severance allowance on superannuation, shall be calculated from January 1<sup>st</sup>, 1976. The formula to be employed shall be as follows:

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

For those Employees engaged prior to January 1<sup>st</sup>, 1966, severance pay provisions for terminating Employees has been canceled by the one-time payout

in 1976 of the benefit as calculated at December 31<sup>st</sup>, 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 1<sup>st</sup>, 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 31<sup>st</sup>, 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 1<sup>st</sup>, 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 31<sup>st</sup>, 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 13.01, 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 (116) of the credit after ten (10) years of service, one-third (113) of the accumulated credit after fifteen (15) years of service and one-half (112) 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 #4**

##### **Re: Home Care – Hours of Work [As per SGEU/SAHO Collective Agreement]**

Where Employees were previously employed under the SGEU/SAHO collective agreement respecting Home Care, and were employed as of May 16, 1996, the following provision shall continue to apply:

Employees currently on staff as at May 16, 1996 shall continue to work within the 8 a.m. to 5 p.m. times except as mutually agreed otherwise.

#### **LETTER OF UNDERSTANDING #5**

##### **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 #6**

##### **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 #7

### Re: Joint Job Evaluation

In an attempt to meet HSAS's concerns that all classifications requiring the same education level are to be placed in the same wage scale, HSAS and SAHO hereby agree that Letter of Understanding #11 contained in the Collective Agreement between SAHO and HSAS for the period January 1, 1998 to March 31, 2001, is hereby revoked, and HSAS on its own behalf and on behalf of its members hereby waives any claim whatsoever under Letter of Understanding #11 and hereby forever releases and discharges SAHO, the Government of Saskatchewan, and all Employers covered by this Collective Agreement, from any liability or obligations associated with gender-neutral joint job evaluation and Letter of Understanding #11. Furthermore, HSAS agrees that it will not request that the Government of Saskatchewan, SAHO, or Employers covered by the Collective Agreement, enter into discussions related to pay equity as defined by the Government of Saskatchewan's Policy Framework, "Equal Pay for Work of Equal Value and Pay Equity", for the period commencing April 1, 2001 and ending March 31, 2004.

## LETTER OF UNDERSTANDING #8

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

#### **1 - Severance Pay**

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

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

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

#### **2. Car Allowance:**

This section of the Letter replaces articles 19.01 a, b, c, and e. All other sections of article 19 apply.

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,



and who performs work during the month, shall be paid a monthly allowance (flat amount) minimum payment plus an amount per kilometer (variable amount) for all duty kilometers traveled. For other than full time Employees, the flat amount shall be prorated.

The "flat and variable portion" of the car allowance shall be frozen at the amount in effect January 1, 2003, namely \$225.68/month and .3643 per kilometer. They shall remain at these amounts until the "monthly car allowance" or "per kilometer allowance" as set out in the HSAS/SAHO 2001-2004 Collective Bargaining Agreement (Article 19.01) exceeds the amount of \$225.68/month or .3643 per kilometer, at which time the "flat or variable portion" would be replaced by the HSAS/SAHO rates and would be applicable to the Employees who were previously represented by CUPE Local 59.

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 service to the public then the following schedule of payment shall apply: \$5.83 per day or \$.3643 per kilometer. The schedule of payment shall be adjusted in accordance with the application of the formula as described above.

#### **LETTER OF UNDERSTANDING #9**

##### **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 at \$25,000.00.

#### **LETTER OF UNDERSTANDING #10**

##### **Re: Work Assignment for EMS Employees**

The parties recognize the value of assigning work in addition to the ambulance-based work traditionally done by EMS personnel. In a case where an Employer may wish to make such assignments, the following principles will apply:

1. Any tasks assigned will be associated with direct client care and will be within the skills reasonably associated with the Employee's classification.
2. Such assignments will be contemplated where they are logistically appropriate to the continued provision of EMS response to the public as well as the operations of the Regional Health Authority in general.
3. Such assignment will be made with a view to enhancing the opportunity for EMS personnel to practice their professional skills.

4. Any work so done will be on a supernumerary basis. It will not encroach on the work of other Employees or other bargaining units, and will not result in any job loss of Employees in other bargaining units.

## **LETTER OF UNDERSTANDING #11**

### **RE: EMS Personnel**

It is agreed that during the term of the Collective Agreement, SAHO, Employers and HSAS will collaborate to review issues concerning EMS Employees related to the following:

- a) maximizing full-time and part-time positions
- b) terms and conditions for casual Employees pertaining, but not limited to, sick leave and benefit plans.

## **LETTER OF UNDERSTANDING #12**

### **Re: Designated Field Hours Positions**

**Upon request to the Employer, the Employer shall submit to HSAS a list of all positions designated as field hours positions. Such requests shall be limited to once per year.**

## **LETTER OF UNDERSTANDING #13**

### **Re: Provincial Market Supplement Program**

The SAHO Provincial Market Supplement Program is designed to address specific pay related skill shortages by use of a market supplement to attract and/or retain qualified Employees where workplace initiatives have been unsuccessful in addressing recruitment and retention challenges. A market supplement will be implemented only when it is necessary to enhance the ability of Employers to retain and/or recruit Employees with the required skills to deliver appropriate health services.

It is agreed by HSAS, SAHO and Employers that this Letter of Understanding shall work in concert with the Collective Agreement and the SAHO Provincial Market Supplement Program and will supercede all previous Letters of Understanding or special local provisions regarding market supplements with respect to the named classification. All market supplement review requests shall be analyzed by the SAHO Provincial Market Supplement Review Committee taking into consideration the following labour market review criteria: service delivery impacts, turnover rates, vacancy rate analysis, recruitment issue analysis, salary and market conditions.

1. Market supplemented wage rates shall be payable to all eligible Employees assigned to wage schedule classifications, subject to paragraphs 3 and 4 below.
2. Employees shall be eligible for the above market supplemented wage rate if they are employed on the date the market supplement is agreed to by the parties, or if they are hired after the date the market supplement is implemented.
3. The market supplemented wage rate shall be reviewed annually from the date that the SAHO Provincial Market Supplement Review Committee rendered its decision. If the SAHO Market Supplement Review Committee determines that a further market supplement is warranted, then HSAS and SAHO shall meet to negotiate a new market supplemented wage rate. If it is determined that a market supplement is no longer needed, then the market supplemented wage rate shall be frozen, and existing and newly hired Employees shall be entitled to receive the market supplemented wage rate until such time as the Collective Agreement Wage Schedule rate matches or exceeds it.
4. In the event a market supplement wage increase is applied to a classification, the existing percentage wage differential between the said classification receiving the market supplement increase and any level above, in the same classification series, shall be considered and maintained where appropriate.
5. If, as a result of economic increases or classification adjustment, the Collective Agreement Wage Schedule rate is increased to an amount that is higher than the market supplemented wage rate, then the Collective Agreement Wage Schedule rate governs and the market supplemented wage rate would no longer be in effect.
6. It is understood that, for the term of this collective agreement (April 1, 2004 to March 31, 2007), market supplemented wage rates shall be subject to economic increases as follows: the dollar value, as derived from the percentage adjustments applied to the educational base rate of pay, shall be added to the market supplemented rate of pay. However, this will not preclude an annual market supplement review and, if applicable, an additional market supplemented wage increase as per LOU #14 may be provided.
7. This market supplement shall be considered pensionable earnings, shall be subject to statutory deductions and shall be subject to union dues deductions as per the formula determined by the union.
8. Should HSAS or SAHO wish to modify or discontinue the terms or conditions of this Letter of Understanding, the party wishing to do so will provide the other party with ninety (90) days notice of the change or

discontinuation, and the parties shall meet within fourteen (14) calendar days from notification to discuss the matter.

## **LETTER OF UNDERSTANDING #14**

### **Re: Determination of Market Supplement Rates**

It is agreed, Employers and/or HSAS will identify areas/classifications where skill shortages have or will impede service delivery. Either party or Employee(s) may submit a recommendation to the SAHO Provincial Market Supplement Review Committee (PMSRC) in accordance with the following provisions:

1. Where the SAHO PMSRC receives a request to conduct a market supplement review, the Committee must request market information from Employers and HSAS within ten (10) working days of the date the request is submitted to the Committee.
2. The SAHO PMSRC shall render its decision within forty-five (45) working days of the date the Committee requests labour market information from SAHO's Employer membership and HSAS.
3. Where the SAHO PMSRC fails to render its decision within the timeframe identified above, the issue of consideration of market supplement shall be referred directly to adjudication in accordance with the provisions specified below.
4. Where the SAHO PMSRC report does not recommend that a classification receive a market supplement, the matter may, within a period of forty-five (45) working days from the date the Union receives the report, be referred by the Union to the Market Supplement Adjudicator in accordance with clauses 6 and 7.
5. Where the SAHO PMSRC report recommends a market supplement, the determination of market supplemented wage rates shall be subject to negotiation by HSAS and SAHO. Should agreement not be reached by the parties in such negotiations within a period of forty-five (45) working days from the date the Union receives the report, the matter shall be referred to the Market Supplement Adjudicator, in accordance with clauses 6 and 7.
6. The named Market Supplement Adjudicator shall have the responsibility to make a final determination on matters referred under clauses 4 and 5 above. For purposes of this Letter of Understanding, the named Market Supplement Adjudicator shall be Beth Bilson. In the event Beth Bilson is not available to conduct the adjudication and render a decision within the timeframes identified below, the matter shall be referred to one of the following alternate adjudicators: Daniel Ish or Phil Johnson.

7. When the matter is referred to the Market Supplement Adjudicator, the following process shall be adhered to:
- (a) The Market Supplement Adjudicator shall hear the matter within twenty (20) working days of it being referred to her.
  - (b) In the case of review on the matter of whether a market supplement is appropriate, both HSAS and SAHO shall be limited to presenting only that labour market review criteria identified in Article 7(c). In the case where a market supplemented wage rate is disputed, both HSAS and SAHO shall present a proposed market supplemented wage rate, and shall be entitled to present supporting written documentation. Witnesses shall not be utilized in the hearing.
  - (c) The jurisdiction of the Market Supplement Adjudicator in determining a market supplemented wage rate, or determining whether or not a market supplement is appropriate, shall be limited to consideration of the following labour market review criteria:
    - Service delivery impacts: service delivery impacts are analyzed, including options for alternative service delivery models.
    - Turnover rates: an annual turnover (loss of Employees to other competitor Employers) ratio to the existing staff complement in any given occupation. Local analysis of reasons for leaving will be necessary to determine any trends that may be emerging.
    - Vacancy rate analysis: whereby the frequency and timing of vacancy occurrences (i.e., seasonal; always following an event; etc.) are analyzed for trends that may affect recruitment/retention efforts.
    - Recruitment issue analysis: whereby issues such as length of recruitment times, training investments, licensing issues, supply and demand issues, etc. are analyzed for trends which may affect recruitment/retention efforts.
    - Salary market conditions: affected Employer's salary levels are lower than other Employers that affected Employers would expect to recruit Employees from, or other Employers that affected Employees are recruited to. This may be local, provincial, regional or national depending on the occupational group and traditional recruitment relationships. Cost of living considerations may or may not be appropriate to factor into market salary comparisons.

- (d) The Market Supplement Adjudicator's jurisdiction shall be limited to choosing either HSAS's or SAHO's final position in the event a market supplemented wage rate is disputed.
  - (e) The Market Supplement Adjudicator's decision shall be published within five (5) working days of the hearing. Sufficient detail to explain the rationale for the decision shall be included in the written decision. The decision shall be final and binding on the parties and will not be subject to appeal.
8. HSAS and SAHO will equally share the costs of fees and expenses of the Market Supplement Adjudicator.
  9. The time limits as specified throughout this Letter of Understanding may be extended by mutual consent in writing between HSAS and SAHO (i.e. point #1, #2, #3, #4, #5 and #7).
  10. In the event that a market supplement is deemed appropriate either by agreement between the parties or through the adjudication process, the effective date of the market supplement shall be deemed to be the same date as SAHO PMSRC rendered its decision under point #2 of this Letter of Understanding.

## **LETTER OF UNDERSTANDING #15**

### **Re: Special Provisions For Retention And Recruitment**

The parties confirm their common commitment to endeavors which will enhance the retention and recruitment of professional staff to Saskatchewan's health care system. Throughout the lifetime of the Collective Agreement they will continue to explore initiatives that would have the effect of strengthening the commitment of professional Employees to their work in the province's Regional Health Authorities, and to attract new professional Employees.

The following provisions represent special measures toward the end of enhancing retention and recruitment. It is intended that these provisions be in force during the life of this agreement, and that in the course of time they will be incorporated into the appropriate Articles of the body of the agreement.

#### **1. Recognition Of Entitlements Earned Outside HSAS Bargaining Unit**

Where an Employee has relevant employment experience obtained outside the HSAS bargaining unit, and obtains employment with an Employer covered by this agreement within ninety (90) days of terminating from their former Employer, she may be eligible for:

- (a) Transfer of unused sick leave credits up to a maximum of thirty (30) days, [two hundred and forty (240)] hours]

- (b) Recognition of most recent vacation accrual rate, up to the maximum allowed by the SAHO/HSAS Collective Agreement.

Verification of entitlements from previous Employers shall be the responsibility of the Employee.

In any event, all new Employees will be credited with an initial five (5) days [forty (40) hours] of sick leave credits.

## 2. Special Arrangements For Sharing Of Leave

In exceptional circumstances, where an Employee has a demonstrated special need and is not otherwise entitled to paid leave, special arrangements involving sharing of vacation or earned time, agreed to by fellow Employees and the Employer, that are not inconsistent with requirements under the Labour Standards Act, shall be within the spirit of this collective agreement.

## 3. Flexible Hours

At the request of an Employee, the parties may agree to modify the hours of work provisions by the negotiation of flexible hours arrangements. Under such arrangements, variations in hours of work may occur as the result of staggered starting or finishing times or alterations in the time allowed for lunch. Employees would continue to work no more than one hundred and twelve (112) hours in a three (3) week period, or eight (8) hours in any one day. Flexible hours arrangements that have been negotiated will continue unless negotiated otherwise or terminated under the terms of the original agreement.

Local agreements respecting flexible hours will normally consider the following issues: core hours of operation, earliest and latest possible start and finish times, minimum and maximum times for meal breaks, the duration of the local agreement.

## **LETTER OF UNDERSTANDING #16**

### **Re: Extended Health and Enhanced Dental Plans**

Further to Article 30.05, there shall be guaranteed support of HSAS current benefit levels under the SAHO Extended Health and Enhanced Dental Plans to **March 31, 2010** which eliminates the requirements to negotiate specific contribution levels. Full accounting will be given for contributions, claims and expenses attributable to HSAS from July 1, 2004. Any surpluses generated after that date will be used to support the Extended Health and Enhanced Dental Plans for HSAS Employees only.

On the date the Participation Agreement between SAHO and HSAS is signed, this Letter of Understanding will become null and void.

#### LETTER OF UNDERSTANDING#17

Re: Public Health Inspector Intern Rates of Pay

Public Health Inspector students will be paid based on their educational status as outlined below:

Step 1 = 70% of Step 1 of the Public Health Inspector Degree Base Rate having completed one year of relevant degree.

Step 2 = 70% of Step 1 of the Public Health Inspector Degree Base Rate having completed two years of relevant degree.

Step 3 = 80% of Step 1 of the Public Health Inspector Degree Base Rate having completed three years of relevant degree.

Step 4 = 90% of Step 1 of the Public Health Inspector Degree Base Rate having completed relevant degree but have not yet completed the certification requirements.

#### LETTER OF UNDERSTANDING#18

Re: Seniority and Disabled Employees Requiring Accommodation

HSAS and Employers commit to ensure that disabled employees that require accommodation are not treated in a discriminatory manner with respect to seniority.



**IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007**

**Signed on behalf of:  
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS  
PROVINCIAL BARGAINING COMMITTEE**

\_\_\_\_\_  
Aaron Fornwald

\_\_\_\_\_  
Judie McNamee

\_\_\_\_\_  
Collin Hartness

\_\_\_\_\_  
Mick Grainger

\_\_\_\_\_  
Michelle Robson

\_\_\_\_\_  
Andrea Fairbairn

\_\_\_\_\_  
Garth Robson

\_\_\_\_\_  
Jordan Jakubowski

**Signed on behalf of:  
HEALTH SCIENCES ASSOCIATION OF SASKATCHEWAN PROVINCIAL  
BARGAINING COMMITTEE**

\_\_\_\_\_  
Al Shalansky

\_\_\_\_\_  
Chris Driol

\_\_\_\_\_  
Nicole Bidwell

\_\_\_\_\_  
Marcel Shevalier

\_\_\_\_\_  
Mary Spurr

\_\_\_\_\_  
Debbie Morton

\_\_\_\_\_  
Debra Ginther

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# 2009

## January

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