

COLLECTIVE AGREEMENT

BETWEEN

SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

REPRESENTING:

**NORTH CENTRAL HEALTH DISTRICT,
KEEWATIN YATTHÉ HEALTH DISTRICT
(Including St. Joseph's Hospital),
MAMAWETAN CHURCHILL RIVER
HEALTH DISTRICT**

AND

SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION

For the Period of:
April 1, 2001 – March 31, 2004



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Table of Contents

PREAMBLE	1
ARTICLE 1 – TERM OF AGREEMENT	2
1.01 Term of Agreement.....	2
1.02 Notice to Bargain.....	2
ARTICLE 2 - SCOPE	2
2.01 Scope.....	2
2.02 Amending the Certification Order	2
ARTICLE 3 – RECOGNITION	3
3.01 Recognition	3
ARTICLE 4 – MANAGEMENT RIGHTS	3
4.01 Management Rights	3
ARTICLE 5 – DEFINITIONS	3
ARTICLE 6 – UNION SECURITY	6
6.01 Union Membership	6
6.02 Dues Deductions	6
6.03 Changes in Dues Deduction.....	6
6.04 SGEU Long Term Disability Premiums	6
6.05 T4 Slips.....	6
6.06 New Employees.....	7
6.07 Union Presence At Meetings	7
6.08 Work of the Bargaining Unit	7
ARTICLE 7 – DISTRICT UNION/MANAGEMENT COMMITTEE	7
7.01 Purpose.....	7
7.02 Scope of the Committee	7
7.03 Structure	8
ARTICLE 8 – DISCIPLINE, NON-CULPABLE TERMINATION & RESIGNATION	9
8.01 Discipline for Just Cause	9
8.02 Documentation of Disciplinary Action.....	9
8.03 Union Representation	9
8.04 Suspension Pending Investigation	10
8.05 Non-Culpable Termination/Demotion	10
8.06 Resignation	10
8.07 Progressive Discipline.....	10
ARTICLE 9 – DISPUTE RESOLUTION PROCESS	10
9.01 Definition of a Grievance.....	10
9.02 Procedural Orderliness	10
9.03 Informal Discussion	12

9.04	First Step – Grievance to Immediate Out-of Scope Supervisor	12
9.05	Second Step – Grievance to Employer Designate	12
9.06	Referral to Alternative Resolution Options.....	13
9.07	Alternative Dispute Resolution Options	13
9.08	Mediation	13
9.09	Expedited Arbitration	14
9.10	Arbitration.....	15
ARTICLE 10 – SENIORITY.....		17
10.01	Seniority	17
10.02	Accumulation of Seniority.....	17
10.03	Maintenance of Seniority	18
10.04	Loss of Seniority.....	18
10.05	Seniority List	18
10.06	Seniority When Re-employed	18
ARTICLE 11 – VACANCIES AND NEW POSITIONS.....		19
11.01	Posting of Vacancies or New Positions.....	19
11.02	Bidding for Vacancies or New Positions	19
11.03	Filling of Vacancies or New Positions	20
11.04	Recognition of Previous Experience.....	20
11.05	Transfers Within Work Areas and Job Classifications.....	20
11.06	Disability Transfer	21
11.07	Application of Seniority.....	21
11.08	Commencement of Job	21
11.09	Appointment of Applicant.....	21
11.10	Letter of Appointment.....	22
11.11	Temporary Vacancies or New Positions	22
11.12	Assignment of OTFT – Home Care Client Hours.....	22
11.13	Temporary Assignment to Higher In-Scope Duties.....	23
11.14	Temporary Assignment to Out of Scope Duties.....	23
11.15	Rate of Pay on Lateral Transfer	24
11.16	Rate of Pay on Promotion	24
11.17	Rate of Pay on Voluntary Demotion	24
11.18	Trial Period.....	24
11.19	Probationary Period	25
11.20	Multi-Site Work	25
ARTICLE 12 – CLASSIFICATION.....		26
12.01	Job Description.....	26
12.02	Employer Initiated New or Revised Classification	26
12.03	Employee Initiated Classification Review	26
12.04	Filling a Revised Classification When Encumbered.....	26
12.05	Rate of Pay on Reclassification.....	27
ARTICLE 13 – LAYOFF AND RE-EMPLOYMENT		28
13.01	Definition of Layoff.....	28
13.02	Role of Seniority in Layoffs.....	28
13.03	Senior Employees Retained.....	29
13.04	Discussion of Implementation.....	29

13.05	Notification of Layoff.....	29
13.06	Issuance of Notice, Discussion of Options and Time to Select Option	29
13.07	Displacement of Employees.....	30
13.08	Vacancy Placement	30
13.09	Trial Period Upon Displacement or Placement.....	31
13.10	Confirmation of Election	31
13.11	Status Reports	31
13.12	Employer to Provide Counseling.....	31
13.13	Re-employment List.....	31
13.14	Trial Period Upon Re-employment	32
13.15	Notice of Re-employment	32
13.16	Status/Salary of Re-employed Employees	32
ARTICLE 14 – PERSONNEL RECORDS		32
14.01	Employee Performance Review	32
14.02	Access to Personnel File.....	33
ARTICLE 15 – HOURS OF WORK		33
15.01	Standard Hours of Work.....	33
15.02	Work-Related Duties (Home Health Aides)	35
15.03	Rest Periods	35
15.04	Meal Periods	35
15.05	Work Schedules.....	35
15.06	Minimum Report Pay	36
15.07	Shift Premium	37
15.08	Weekend Premium.....	37
15.09	Standby	37
15.10	Call Back.....	38
15.11	Performing Work at Home	39
15.12	Overtime Rates of Pay	39
15.13	Overtime Against Wishes	40
15.14	Time Off in Lieu of Overtime Pay.....	40
15.15	Assignment of Relief Work	40
ARTICLE 16 – STATUTORY HOLIDAYS		45
16.01	Statutory Holidays	45
16.02	Statutory Holidays Falling on Regularly Scheduled Day of Work	45
16.03	Statutory Holiday Falling on a Regularly Scheduled Day Off	46
16.04	Overtime on a Statutory Holiday	46
16.05	Overtime For Working a Statutory Holiday on an Assigned Day of Rest	46
16.06	Christmas and New Years Day.....	46
16.07	Day Off in Lieu Not Taken Prior to Workers’ Compensation	46
ARTICLE 17 – LEAVE OF ABSENCE		46
17.01	Definite Leaves of Absence.....	46
17.02	Maternity/Paternity/Adoption Leave.....	47
17.03	Union Leave.....	48
17.04	Leave of Absence For A Full-time Public or Professional Office Position	48
17.05	Paid Jury or Court Witness Leave	49
17.06	Long Service Leave.....	49

17.07	Bereavement Leave/Compassionate Leave.....	49
17.08	Mourner’s Leave.....	50
17.09	Pressing Necessity	50
17.10	Family Leave	50
17.11	Medical Care Leave	50
17.12	Education Leave.....	51
17.13	Definite Leave for Prolonged Illness - Employee.....	51
17.14	Indefinite Leave of Absence	52
17.15	Indefinite Leave for Prolonged Illness – Employee	52
17.16	Alternate Employment	52
17.17	Benefits During Leave of Absence Without Pay	52
ARTICLE 18 – VACATION.....		53
18.01	Annual Vacation.....	53
18.02	Definition of Vacation Year	53
18.03	Annual Vacation Entitlement	53
18.04	Vacation Pay.....	54
18.05	Carry-over of Unused Annual Vacation Leave.....	54
18.06	Vacation Period/Posting/Scheduling	55
18.07	Employees Called Back from Vacation.....	55
18.08	Leave During Vacation.....	56
18.09	Statutory Holidays Within Scheduled Vacation Period	56
18.10	Vacation Pay on Termination	56
ARTICLE 19 – SICK LEAVE.....		56
19.01	Definition of Sick Leave	56
19.02	Accumulation of Sick Leave Credits.....	56
19.03	Notice of Illness	57
19.04	Deduction from Sick Leave Credits	57
19.05	Statutory Holidays During Sick Leave	57
19.06	Verification of Illness.....	57
19.07	Medical Examination.....	57
19.08	Third Party Claims – Employer’s Right of Subrogation	58
19.09	Sick Leave Benefits During Maternity Leave	58
19.10	Immunization	58
ARTICLE 20 – WORKERS’ COMPENSATION.....		58
20.01	Workers’ Compensation Benefits.....	58
ARTICLE 21 – TECHNOLOGICAL CHANGE		59
21.01	Technological Change.....	59
21.02	Severance Pay.....	60
ARTICLE 22 - PAY ADMINISTRATION.....		60
22.01	Rates of Pay	60
22.02	Pay Periods	60
22.03	Deductions	61
22.04	Employer Error.....	61
22.05	Increments	61

ARTICLE 23 - GENERAL PROVISIONS	62
23.01 Transportation Allowance.....	62
23.02 Reimbursement for Reasonable Expenses - effective April 1, 2002	63
23.03 Personal Property Loss.....	64
23.04 Compensation for Post Mortem	64
23.05 Proper Accommodation.....	64
23.06 Tools and Equipment Supplied	64
23.07 Uniforms	65
23.08 Sharing Cost of Printing Agreement.....	65
23.09 Bulletin Boards.....	65
23.10 Updating Personal Information.....	65
23.11 Office Space	65
23.12 Personnel Policies.....	65
23.13 Professional Fees	66
 ARTICLE 24 - NO DISCRIMINATION/ NO HARASSMENT.....	 66
24.01 No Discrimination	66
24.02 No Racial, Ethnic, Personal, Gender Harassment.....	66
 ARTICLE 25 – OCCUPATIONAL HEALTH AND SAFETY	 67
25.01 Occupational Health and Safety Committee	67
25.02 Duties of Committee	67
25.03 Referral of Safety Concern	68
25.04 Safety Measures	68
25.05 Right to Refuse Dangerous Work.....	68
25.06 Violence in the Workplace	68
 ARTICLE 26 – NURSING POLICY COMMITTEE.....	 69
26.01 Establishing a Nursing Policy Committee	69
26.02 Committee Can Not Amend Collective Agreement	69
 ARTICLE 27 - RETIREMENT.....	 69
27.01 Retirement Date	69
 ARTICLE 28 – EMPLOYEE BENEFIT PLANS.....	 69
28.01 Group Life Insurance Plan	69
28.02 Pension Plan	70
28.03 Dental Plan	70
28.04 Enhanced Medical/Dental Plan	70
28.05 The Employee & Family Assistance Program.....	70
 ARTICLE 29 - ACCESSING AND PORTABILITY OF BENEFITS.....	 70
29.01 Working In More Than One Location.....	70
29.02 Relocating Within The District.....	71
 ARTICLE 30 - NORTHERN DISTRICT ALLOWANCE.....	 71
30.01 Northern District Allowance.....	71
30.02 Increase in Northern District Allowance	71

LETTERS OF UNDERSTANDING

#1	Employment Security.....	75
#2	Extended Twelve (12) hour Shift Schedule North Central Health District, Mamawetan Churchill River Health District, and Keewatin Yatthé Health District	78
#3	Job Share	81
#4	Joint Job Evaluation Plan (JJEP).....	84
#5	Implementation of Job Evaluation Program.....	88
#6	Employees Working in Department/Services Which Overlap Workplaces.....	89
#7	Consistent Seniority Calculations within the Facilities of the Health Districts	90
#8	Representational Workforce.....	91
#9	Progressive Discipline.....	93
#10	Professional Fees for Parkland Care Centre Licensed Practical Nurse On Staff December 31, 1995.....	96
#11	Consistent Seniority Calculation with the Facilities of North Central Health District	98
#12	Recruitment/Retention	99
#13	Public Service Superannuation Plan	101
#14	Termination After Lay-Off or Due to Ill Health and Calculation of Service for Gratuity.....	102
#15	Utilization of Licenses Practical Nurses	104
#16	Northern Health Maintenance	105
#17	Extended Health and Enhanced Dental Benefits Plan.....	107
#18	Hours of Work and Vacation for former PSC Employees	108
#19	EMS Personnel.....	110
#20	Devolved Employees - Keewatin Yatthé Health District.....	111
Letter of Intent		
#1	Workplace Wellness Committee.....	112
#2	Employment of Full-Time or Part-Time Employees	113
Frame Work Agreement		114

PREAMBLE

It is the desire of both parties to this Agreement:

- a) to maintain and improve harmonious relations between the Union, all Employees in the bargaining unit and the Employer.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, hours of work and rates of pay;
- c) To encourage efficiency and safety in operation;
- d) To promote the morale, well-being and security of all the Employees; and
- e) To provide optimum health care services to the public.

The Union, all Employees in the bargaining unit and the Employer jointly agree that the following common goals will guide their actions:

- a) quality health service to the public: efficient, effective, client driven and jointly developed;
- b) constructive relations between the Union, all Employees in the bargaining unit, the Employer, with the following characteristics:
 - open and participatory,
 - timely sharing of information,
 - shared responsibility with Employees,
 - successful Union/Management Committees,
 - higher trust and mutual respect, and
 - a continued cooperative and non-adversarial relationship;
- c) consistent human resource policies and their consistent application;
- d) a high regard by the public for health service providers;
- e) a high level of public confidence in the health system;
- f) recognition and respect for the respective roles of all the parties; and
- g) a safe and healthy workplace.

It is agreed that the Union, all Employees in the bargaining unit and the Employer will play a central role in achieving these goals.

Working cooperatively to overcome problems is a fundamental value of the District and the Union, all Employees of the bargaining unit and the Employer are committed to this value.

The Union and Employer therefore agree as follows:

ARTICLE 1 – TERM OF AGREEMENT

1.01 Term of Agreement

This agreement shall be effective from **April 1, 2001 – March 31, 2004** and from year to year thereafter.

1.02 Notice to Bargain

Either party may, not less than thirty (30) calendar days nor more than sixty (60) calendar days before the expiry date, give written notice of intent, to the other party to negotiate revisions to this Agreement.

ARTICLE 2 - SCOPE

2.01 Scope

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

2.02 Amending the Certification Order

In today's constantly changing environment it is recognized that the Employer may find need to change the out-of scope organizational structure in a responsive and timely manner. In this regard the following process shall be followed to ensure the certification Order of the Labour Relations Board is continuously updated and remains current:

a) **Union Informed of Change in Structure**

The Employer shall inform the Union of a change to an out-of scope job title or when the Employer adds or deletes an out-of scope classification. For changes to an out-of-scope job title and when an out-of- scope classification is added, the Employer shall forward the new job description to the Local Union designate with copies to the **Union Staff Representative** and SAHO.

b) **Union Agrees Changes are Out-of-Scope**

Where the Employer has changed an out-of-scope job title only, or has deleted an out-of-scope classification, the Union and Employer shall submit a joint application to amend the Certification Order of the Labour Relations Board. Where the Union agrees that an added classification is amended "out-of-scope", the Union and the Employer shall submit a joint application to amend the Certification Order of the Labour Relations Board. Normally joint applications to amend a Certification Order are to be submitted immediately, however, by mutual agreement, the parties may wish to hold all amendments and submit them to the Labour Relations Board only once per year.

- c) Union Does Not Agree That Changes are Out-Of-Scope

Where the Union does not agree than an added classification or an amended classification is “out-of-scope”, and failing settlement of the matter through discussion, the Employer and the Union shall jointly refer the matter to the Labour Relations Board for resolution **in accordance with the *Trade Union Act* for joint reference of dispute.**

ARTICLE 3 – RECOGNITION

3.01 Recognition

- a) The Employer recognizes the Union as the sole bargaining agent for all Employees specified in the Certification Order issued by the Saskatchewan Labour Relations Board.
- b) The Union recognizes North Central Health District (**NCHD**), **Keewatin Yatthé Health District (KYHD) (including St. Joseph’s Hospital - Ile-a-La-Crosse) and Mamawetan Churchill River Health District (MCRHD)** as the Employers.
- c) The Employer’s representative for the purposes of collective bargaining shall be SAHO as specified in the Certification Order issued by the Saskatchewan Labour Relations Board.
- d) No Employee(s) shall be required or permitted to make a written or verbal agreement with the Employer or its designated representatives, which may conflict with the terms of this Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Management Rights

The Union acknowledges that it is the right of the Employer to manage its operation and to direct the work force except as limited by the terms of this Agreement.

ARTICLE 5 – DEFINITIONS

Employer

shall mean the North Central Health District, **or Keewatin Yatthé Health District (including St. Joseph’s Hospital - Ile-a-la-Crosse), or Mamawetan Churchill River Health District.**

SAHO

shall mean the Saskatchewan Association of Health Organizations.

Union

shall mean the Saskatchewan Government and General Employees Union.

Local Union

Shall mean Local 3822, 3328-2 and 3328-3 of the Saskatchewan Government and General Employees' Union representing the employees at the North Central Health District, Keewatin Yatthé Health District and Mamawetan Churchill River Health District within the Health Services Provider Bargaining Unit.

Full-time Employee

shall mean an Employee who works the standard full-time hours of work as stated in Article 15.01 a).

Other Than Full-time – Part-time (OTFT – Part-time)

shall mean an Other Than Full-time Employee who is regularly scheduled to work less than the standard full-time hours of work as stated in Article 15.01 a).

Other Than Full-time – Casual/Relief (OTFT – Casual/Relief)

shall mean an Other Than Full-time Employee who work on a call-in basis and works less than the standard full-time hours of work as stated in Article 15.01 a).

Other Than Full-time – Home Care (OTFT – Home Care)

shall mean an Other Than Full-time Employee who does not have guaranteed hours, works less than the standard full-time hours of work as stated in Article 15.01 a) and whose workload is not solely assigned on a call-in basis.

Temporary Employee

shall mean an Employee who is hired from outside the bargaining unit for a predetermined period of time. The time limit may be extended by mutual agreement between the Union and the Employer.

Gender

shall mean the personal pronouns, “he”, “she”, “her”, “his”, “hers”, as used in the Agreement shall be construed as referring to masculine or feminine gender or the singular or plural as the text may require.

Temporary Vacancy

shall mean a position that would exist for a predetermined period of time greater than ninety (90) calendar days for temporary excess workload or the replacement of a full-time or OTFT – part-time Employee who is absent.

Parties

shall mean the North Central Health District, **Keewatin Yatthé Health District (including St. Joseph's Hospital - Ile-a-la Crosse)**, **Mamawetan Churchill River Health District**, and the Saskatchewan Government and General Employees Union.

Green-circle

Green-circled Employees shall be paid one hundred percent (100%) of any negotiated wage and benefit increases.

Week

shall mean the period between midnight on Saturday and midnight on the immediately following Saturday.

Promotion

shall be defined as the movement of an Employee from a position in one class to a position in another class with a higher maximum hourly rate of pay.

Demotion

shall be defined as a movement of an Employee from a position in one class to a position in another class with a lower maximum hourly rate of pay.

Health District

shall mean all facilities and services operated by the Health District.

Weekend

shall be defined as the period 0001 hours Saturday and 2400 hours Sunday or another period agreed to by the parties.

Culpable Behaviour

shall be defined as behaviour for which one is fully responsible and deserving of blame.

Non-culpable Behaviour

shall be defined as behaviour for which an Employee is not fully responsible and deserving of blame.

Home Position

shall be defined as the permanent position occupied prior to commencing the temporary position.

Workplace**(Applicable to North Central Health District)**

a “workplace” shall be defined as: Parkland Care Centre, Chateau Providence, Hospital – 1st Floor – Long Term Care Hospital – Acute Care, Community Health Services, Home Care (including Assisted Living and Day Program).

Worksite**(Applicable to Keewatin Yatthé Health District and Mamawetan Churchill River Health District)**

a “worksite” shall be defined as any facility/agency in Keewatin Yatthé Health District including St. Joseph’s Hospital - Ile a la Crosse and/or Mamawetan Churchill River Health Districts.

ADR

shall mean additional day of rest.

Significant

shall mean having or likely to have considerable effect to the workplace.

ARTICLE 6 – UNION SECURITY

6.01 Union Membership

Every Employee who is or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new Employee whose employment commences hereafter shall, as a condition of employment, apply for and maintain membership in the Union as a condition of employment, provided that any Employee who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required by members of the Union.

6.02 Dues Deductions

Upon the request in writing from an Employee, and upon request of the Union, the Employer shall deduct union dues, assessments and initiation fees from the earnings of each Employee. Such deductions shall be remitted to the Executive Director of Operations of the Union on or before the fifteenth (15th) day of the month following the calendar month in which the deductions were made accompanied by a list showing:

- The name of each Employee on whose behalf deductions were made;
- The gross earnings of each Employee for the reporting period;
- The union dues, assessments and/or initiation fees deducted for each Employee for the period.

6.03 Changes in Dues Deduction

The Union shall notify the Employer, in writing, of the amount of dues to be deducted from the Employee's earnings not less than thirty (30) calendar days before the effective date of any change in the dues deduction.

6.04 SGEU Long Term Disability Premiums

The Employer shall facilitate the deduction of the SGEU Long Term Disability premiums as directed by the Union.

The Union shall notify the Employer in writing of the amount of Long Term Disability premiums to be deducted from the Employee's earnings not less than thirty (30) calendar days before the effective date of any changes to the Long Term Disability premiums.

6.05 T4 Slips

The Employer agrees to record all Union dues paid in the taxation year on each Employee's income tax T4 slip.

6.06 New Employees

a) Requirement for Union Membership and Dues Deductions

The Employer agrees to acquaint every new Employee with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Article 6.01 – Union Membership and article 6.02 – Dues Deductions. The Employer agrees to have new Employees sign a Dues Authorization card within thirty (30) calendar days of commencement of employment. Such cards shall be provided by the Union.

b) Introduction to Union Steward or Representative

On commencement of employment, as part of the orientation process, the newly hired Employee's immediate supervisor or designate shall provide the Employee with the name of, and wherever possible introduce the Employee to the Union Steward or representative who will provide the Employee with a copy of the Collective Agreement and other pertinent information.

c) List of New Hires to Union

The Employer agrees to provide the local union designate with a list of new hires on a bi-monthly basis.

6.07 Union Presence At Meetings

The Employer will invite Union Representatives to attend meetings between Management representatives and Employees, where significant operational planning decisions will be addressed.

6.08 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit, except in cases of emergency, instruction, experimentation or as a working supervisor.

ARTICLE 7 – DISTRICT UNION/MANAGEMENT COMMITTEE

7.01 Purpose

The Union and the Employer agree to continue to work towards a co-operative approach to solving problems and agree to establish a District Union/Management Committee for the purpose of dealing with matters of mutual concern.

7.02 Scope of the Committee

The District Union/Management Committee shall deal with matters of mutual concern insofar as such resolution of such matters will foster better relations between the Employer, Union

and/or Employees of the bargaining unit. However, the Committee shall not have jurisdiction to add to, subtract from, or amend any provision in this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer.

7.03 Structure

a) Membership

The District Union/Management Committee shall be comprised of up to six (6) representatives appointed by the Local Union and up to six (6) representatives appointed by the Employer.

b) Chair

The Chair of the District Union/Management Committee shall alternate between a named representative of the Local Union and a named representative of the Employer.

c) Regular Meetings

Regular meetings of the District Union/Management Committee shall be held quarterly with January, April, June and October used as a guideline. Selection of the actual date shall be the responsibility of the Chair for that meeting and shall be confirmed with seven (7) calendar days notice in writing.

d) Special Meetings

Special meetings of the District Union/Management Committee to deal with urgent, time sensitive matters shall be held, where possible, within seven (7) calendar days of notification in writing by the Local Union or the Employer. Such meeting shall be chaired by the party requesting the meeting.

e) Agendas

An agenda, identifying matters to be discussed, shall be prepared by the Chair in consultation with the Co-Chair and forwarded, by the Chair, to all members of the committee prior to the meeting.

f) Member Expenses

Committee member travel expenses shall be the responsibility of the party appointing that member. Attendance at Committee meetings shall be without loss of pay.

ARTICLE 8 – DISCIPLINE, NON-CULPABLE TERMINATION & RESIGNATION

8.01 Discipline for Just Cause

No Employee shall be disciplined without just cause, and without being appraised of the issue prior to any disciplinary action being taken. The Employer shall advise the Employee, in writing, of the reasons for discipline and, at the request of the Employee, a copy shall be provided to the Local Union.

The Employee shall have the right to respond, in writing, to such discipline, within fourteen (14) calendar days of discipline being imposed and such response shall become part of the disciplinary documentation.

8.02 Documentation of Disciplinary Action

- a) When an Employee is suspended or dismissed, the Employer shall advise the Employee, in writing, of the reasons for the action and such documentation shall be placed on the Employee's personnel file.
- b) If an Employee wishes to respond to the Employer, they may do so in writing. The response shall be placed on the personnel file.
- c) A copy of any document or other information placed on an Employee's file which might at anytime be basis for disciplinary action shall be supplied concurrently to the Employee and at the Employee's request, to the Local Union. Responses to such documents shall be added to the Employee's file. When a disciplinary document is removed from the file, the Employee shall be notified.
- d) Written documentation of disciplinary action shall be removed from the Employee's personnel file, provided there has been no further documentation of disciplinary action, as follows:
 - 2 years for discipline up to suspension
 - 3 years for discipline including suspension or more serious misconduct
 - "At the discretion of the Employer, and upon written request by the Employee or the Union, disciplinary documents may be removed from an Employee's file after one (1) year. In this circumstance, the onus to demonstrate adequate reason for the removal of the documents shall rest with the Employee or the Union."

8.03 Union Representation

When the Employer requests to meet with an Employee regarding a matter that may result in discipline being levied, the Employee shall be informed at the commencement of the meeting of the general nature of the discussion and of her/his right to have a Union representative present.

8.04 Suspension Pending Investigation

Suspension pending investigation is not considered discipline. Should the investigation subsequently determine that no discipline is warranted, the Employee shall be paid for time lost due to suspension pending investigation.

8.05 Non-Culpable Termination/Demotion

a) Notice of Termination

An Employee whose employment is terminated for non-culpable performance reasons shall be provided written notice in accordance with the period prescribed in the Saskatchewan *Labour Standards Act* with a minimum of four (4) weeks notice. If such notice is not provided, the Employee shall be paid in lieu of notice.

b) Involuntary Demotion

An Employee who is involuntarily demoted for non-culpable performance reasons shall be provided with four (4) weeks written notice.

8.06 Resignation

Employees are expected to give the Employer a minimum four (4) weeks written notice of resignation.

8.07 Progressive Discipline

Except in cases where immediate dismissal is warranted, the Employer agrees that Progressive Discipline will be used in dealing with Employees whose conduct is not satisfactory (**refer to new Letter of Understanding #9 - Progressive Discipline**).

ARTICLE 9 – DISPUTE RESOLUTION PROCESS

9.01 Definition of a Grievance

A grievance shall be defined as any difference or dispute between the Employer and any Employee(s) or the Union concerning the meaning, application or alleged violation of this Collective Agreement.

9.02 Procedural Orderliness

It is the desire of both the Union and the Employer to resolve disputes in a manner that is just and equitable and it is not the intent to evade settlement or discussion on a procedural technicality. In this regard the following provides guidance and encouragement to the parties for settlement of disputes amongst themselves. It does not add to, subtract from or amend any provisions contained elsewhere in this collective agreement.

a) Union Grievance Officials and Employer Grievance Structure

Both parties recognize the need to identify their representatives responsible for resolving grievances at each step of the Dispute Resolution Process. Therefore the Union shall advise the Employer, in writing, of the names and jurisdiction of the Local Union representatives responsible for dealing with grievances. The Employer shall provide the Local Union with a list or an organizational chart showing the names and functional responsibility for immediate out-of-scope supervisors and Employer designates responsible for dealing with grievances.

b) Employee/Union Discussion of Grievances During Working Hours

An Employee who feels aggrieved may wish to discuss the matter with an appropriate Local Union representative. The Employee and the Local Union representative shall request permission to temporarily leave assigned duties from the immediate out-of-scope supervisor or out-of-scope designate concerned, as well as make arrangements for appropriate time and location for such discussions. Such discussions shall take place as soon as reasonably possible. Neither the Employee nor the Local Union representative shall suffer any loss of pay for time absent from assigned duties.

c) Union/Employer discussion of Grievances During Working Hours

After making suitable arrangements with the immediate out-of-scope supervisor, one (1) Local Union representative and/or grievor may temporarily leave assigned duties in order to discuss a grievance with the appropriate representative of the Employer. Such Local Union representative and/or grievor shall not suffer any loss of pay for time absent from assigned duties.

d) Meeting Room Arrangements for Grievance Meetings

Grievance meetings held in accordance with the First Step and Second Step shall be scheduled by the Employer at offices of the grievor's normal place of work or at a site as mutually agreed. Each party shall be responsible for any travel expenses incurred by their own representatives.

e) Disclosure of Information

Upon request, information relevant to the settlement of a grievance shall be made available.

f) Adhering to Time Limits and Extensions

Time limits established throughout the Dispute Resolution Process are necessary for procedural orderliness and are to be adhered to. Should the Employer not adhere to the prescribed time limits the Union shall proceed to the next step. If the Union does not adhere to the prescribed time limits the grievance shall be deemed to have been settled unless the Union can show a justifiable reason for its failure to proceed as prescribed. Time limits established throughout the Dispute Resolution Process shall be extended upon written consent of both the Union and the Employer.

g) Process for Policy and Group Grievances

Where a dispute involved a question of general application or interpretation which affects Employees of more than one department, facility, agency or program, the Union may commence the Dispute Resolution Process in accordance with Article 9.05 – Second Step – Grievance to Employer Designate.

h) Special Meetings

Either party may initiate a meeting for the purpose of resolving the grievance at any time prior to or during the Dispute Resolution, Mediation, Expedited Arbitration or Arbitration proceedings.

9.03 Informal Discussion

It is understood that before a grievance is submitted at the First Step, the Employee(s) and the immediate out-of scope supervisor shall attempt to resolve the dispute as soon as possible through informal discussion. The discussion shall take place within fourteen (14) calendar days of discovery of cause for complaint. If the matter is not resolved through informal discussion, the Union shall proceed to the First Step of the Dispute Resolution Process.

9.04 First Step – Grievance to Immediate Out-of Scope Supervisor

Failing resolution of a difference or dispute through informal discussion, the Union representative shall, within thirty (30) calendar days of discovery of cause for complaint, submit a written grievance to the immediate out-of-scope supervisor or out-of-scope designate setting out the following:

- a) The nature of the grievance and the circumstances out of which it arose;
- b) The requested remedy or correction the Employer is required to make.

The immediate out-of-scope supervisor or out-of-scope designate shall discuss the grievance with the Union representative and grievor within seven (7) calendar days of receipt of the grievance and shall render a written decision within seven (7) calendar days of the discussion.

9.05 Second Step – Grievance to Employer Designate

Failing satisfactory resolution of the grievance at the First Step, the Union representative shall refer the grievance to the Employer Designate, in writing, within fourteen (14) calendar days of having received the decision of the immediate out-of-scope supervisor. The Employer Designate shall discuss the grievance with the Union representative and grievor within fourteen (14) calendar days of receipt of the grievance and shall render a written decision within fourteen (14) calendar days of the discussion.

9.06 Referral to Alternative Resolution Options

Failing satisfactory resolution of the grievance at the Second Step, either party shall refer the grievance to Alternative Dispute Resolution Options (Article 9.07) within fourteen (14) calendar days of the Union's receipt of the Employer Designate's written decision.

9.07 Alternative Dispute Resolution Options

The parties shall meet within fourteen (14) calendar days of receipt of the notice referring a grievance to Alternative Dispute Resolution Options to determine, by mutual agreement, what third party process is suitable for resolving the grievance.

At this meeting the parties shall:

- a) attempt to ascertain the facts and negotiate a resolution;
- b) Where a negotiated settlement is not reached, prepare a joint "Agreed Statement of Facts";
- c) Based on the Agreed Statement of Facts, determine what third party process shall be used to resolve the grievance:
 - i. Mediation – including the selection of a Mediator,
 - ii. Expedited Arbitration – including the selection of an Expedited Arbitrator,
 - iii. Arbitration.

If the parties are unable to mutually agree upon an Alternative Dispute Resolution Option within thirty (30) calendar days of referral, the grievance shall be resolved in accordance with Article 9.10 – Arbitration.

9.08 Mediation

Where mutually agreed to use Mediation the parties shall immediately arrange for:

- i. a conference call with the Mediator to schedule a date, place and time for the Mediation. Unless mutually agreed otherwise, Mediation will take place at the offices of the grievor's normal place of work;
 - ii. sending a copy of the grievance, Agreed Statement of Facts and Collective Agreement to Mediator in advance of the Mediation.
- a) Proceedings

The objective of the Mediator shall be to assist the parties to reach a mutually acceptable settlement as expeditiously as possible. Emphasis shall be on a complete examination of the issue including, if deemed necessary by the Mediator, separate meetings with the parties. Proceedings shall be informal with rules of evidence not applicable and no records made or kept. Legal counsel will not be present at the Mediation. Disputed facts and argument in support of a party's position shall be presented to the Mediator in a narrative fashion. The grievor(s) and the management person affected by the issue are expected to attend and fully participate in the proceedings.

At the conclusion of Mediation, if no settlement is reached, the Mediator shall give both parties advice on how the Mediator would decide the issue if he/she were an arbitrator. Such advice is neither final nor binding on the parties.

b) Mediation Outcomes

Settlements resulting from Mediation, or advice from the Mediator, shall be “without precedent” and shall not be referred to by the parties in respect of this or any other matter, in any other setting.

c) Expenses

The expenses of the Mediator and any other common expenses shall be shared equally by the parties.

The grievor and one (1) Local Union representative shall not suffer any loss of pay for time absent from assigned duties to be present during the Mediation.

Each party shall be responsible for any travel expenses incurred by their own representatives.

d) Referral to Arbitration

If the parties are unable to resolve the grievance within thirty (30) calendar days of Mediation, the grievance, by mutual agreement shall be resolved in accordance with Article 9.09 – Expedited Arbitration, or if there is no mutual agreement, in accordance with Article 9.10 – Arbitration.

9.09 Expedited Arbitration

Where normally agreed to use Expedited Arbitration the parties shall immediately arrange for:

- i. a conference call with the Expedited Arbitrator to schedule a date, place and time for the Expedited Arbitration hearing. Unless mutually agreed otherwise, the Expedited Arbitration hearing will take place at the offices of the grievor’s normal place of work;
- ii. sending a copy of the grievance, Agreed Statement of Facts and Collective Agreement to the Expedited Arbitrator in advance of the hearing.

a) Proceedings

The objective for the Expedited Arbitrator shall be to conduct a thorough hearing of the issue and render a written decision as expeditiously as possible. Legal counsel will not be present at the hearing.

b) Decision of the Expedited Arbitrator

The Expedited Arbitrator shall render a written decision within two (2) calendar days of the hearing. No written reasons for the decision shall be provided beyond that which the Expedited Arbitrator deems appropriate to convey a decision.

The decision of the Expedited Arbitrator shall be final and binding on the parties but shall be “without precedent” and shall not be referred to by the parties in respect of any other matter, in any other setting.

c) Expenses

The expenses of the Expedited Arbitrator and any other common expenses shall be shared equally by the parties.

The grievor shall not suffer any loss of pay for time absent from assigned duties to be present during the hearing.

Each party shall be responsible for any travel expenses incurred by their own representatives.

9.10 Arbitration

Where a grievance is referred to arbitration in accordance with Article 9.07 – Alternative Dispute Resolution Options or in accordance with Article 9.08 – Mediation, the parties may firstly attempt to agree to a single Arbitrator. In the event that the parties are unable to agree to a single Arbitrator within fourteen (14) calendar days of referral, a Board of Arbitration shall be established in accordance with *The Trade Union Act*.

Should the parties agree upon a single Arbitrator, the rules and procedures hereinafter set forth shall apply as though the Arbitrator were an Arbitration Board.

a) Board of Arbitration

i. Appointees of the Parties:

Within twenty-eight (28) calendar days of the grievance being referred to arbitration each party shall advise the other party of the name of the person appointed to the Arbitration Board.

ii. Chairperson:

The two (2) appointees of the parties, within fourteen (14) calendar days of the appointment of the second of them, shall appoint a third member who shall be the Chairperson of the Arbitration Board. In the event that the two (2) appointees of the parties are unable to agree to appoint a third member within the prescribed time frame, the Chairperson of the Saskatchewan Labour Relations Board shall, upon request of either party, appoint a third member who shall be the Chairperson of the Arbitration Board.

b) Scheduling the Hearing

The Chairperson of the Arbitration Board shall fix the date, time and place of the Arbitration hearing after consulting with the two (2) appointees of the parties and the parties themselves. The Arbitration hearing shall be held as soon as reasonably possible after the Board has been constituted.

c) Power of the Arbitration Board

The Arbitration Board shall not have the authority to add to, subtract from or amend any of the provisions of this agreement.

d) Proceedings

The Arbitration Board shall hear evidence adduced relating to the dispute and argument thereon by the parties or by counsel, on behalf of either or both of them, and shall make a decision on the matter or matters in dispute.

The proceedings of the Arbitration Board shall be completed within one (1) calendar year of the appointment of the Chairperson.

e) Decision of the Arbitration Board

The decision of the Arbitration Board shall be rendered in writing within ninety (90) calendar days of the close of the hearing, unless otherwise agreed by the parties, and shall be final and binding on both parties.

The decision of the majority of the members of the Arbitration Board, or where there is no majority decision, the decision of the Chairperson, shall be the decision of the Arbitration Board.

Copies of the decision of the Arbitration Board shall be supplied concurrently to the Director of Human Resources for the Employer, the Executive Director of Operations of the Union and the Vice President, Human Resources Services SAHO.

f) Expenses

The expenses of the Chairperson of the Arbitration Board and any other common expenses for such items as hall rental, transcripts, etc. shall be shared equally by the parties.

Each party shall be responsible for the expenses incurred by it's own appointee to the Arbitration Board.

ARTICLE 10 – SENIORITY

10.01 Seniority

a) District Seniority Defined

District seniority shall be defined as the length of an Employee's employment with the Employer. Seniority shall be calculated in hours from the last date the Employee entered the service of the Employer and shall include only the time the Employee was employed in a position within the scope of the bargaining unit.

b) Workplace Seniority Defined

(This paragraph applicable to North Central Health District only.)

Workplace seniority shall be defined as the length of an Employee's employment within a defined workplace. Seniority shall be calculated in hours from the last date she/he commenced service in the workplace and shall include only the time the Employee was employed in a position within the scope of the bargaining unit.

10.02 Accumulation of Seniority

An Employee shall accumulate seniority **within the Health District** for:

- a) all actual hours worked excluding overtime;
- b) vacation (or vacation pay-out converted to hours);
- c) statutory Holidays (or Statutory Holiday pay converted to hours);
- d) all leave of absences with pay;
- e) a leave of absence without pay up to six (6) months at one time;
- f) hours absent while receiving benefits under the Worker's Compensation Act;
- g) hours absent while receiving benefits under the SGEU Long Term Disability Income Plan or income replacement benefits under the Automobile Accident Insurance Act, for a maximum of three (3) years and one hundred and nineteen (119) calendar days at one time;
- h) maternity/paternity/adoption leave, union leave, leave of absence for full-time union position, public or professional office and education leave; and
- i) hours worked in a temporary out-of-scope position with the Employer not to exceed twelve (12) months unless extended by mutual agreement between the Union and the Employer.

For e), f), g), and h) above, accumulation of seniority for Other Than Full-time Employees shall be calculated using the following formula;

$$\frac{\text{Hours of seniority Accumulated in the Previous 52 weeks}}{52} = \text{Weekly Seniority Hours}$$

At no time will any Employee accumulate seniority in excess of the standard full time hours.

10.03 Maintenance of Seniority

Subject to Article 10.02 – Accumulation of Seniority and Article 10.04 – Loss of Seniority, an Employee shall maintain accumulated seniority.

10.04 Loss of Seniority

An Employee shall lose all accumulated workplace and/or District seniority and shall be deemed to have terminated employment with the District as follows:

- The Employee voluntarily terminates employment from all **positions**;
- The Employee is discharged for **just cause**;
- The Employee *fails to return to work immediately following the termination of leave of absence, or within fourteen (14) calendar days from notification by the Employer to return to work following a layoff, unless, in either case, the Employee can show justifiable reason for failure to report to work*;
- *The Employee is on layoff for a period in excess of three (3) years*;
- The Employee is appointed to an out-of-scope position and successfully completes the probation period;
- The Employee is OTFT – Casual/Relief and has not worked in **the district** for a period of two hundred and seventy four (274) calendar days, except where the Employee is on an approved leave of absence.

10.05 Seniority List

The Employer shall post an up-to-date seniority list in appropriate places easily accessible and conspicuous to the Employees on a quarterly basis showing the hours of seniority, employment status (Full-time, OTFT – Part-time, OTFT Casual/Relief, OTFT- Home Care) and job title for each Employee.

Seniority lists shall be open to challenge for a period of thirty (30) calendar days from date of posting. On presentation by a Local Union representative of proof of error, a correction shall be made immediately. In addition to posting, copies of the corrected seniority lists shall be sent to the **Local Union Bargaining Committee Member and the SGEU Staff Representative**.

(This paragraph refers to North Central Health District only.)

The Employer shall maintain a facility based seniority list and a district seniority list.

10.06 Seniority When Re-employed

An Employee who is subsequently re-employed following termination of employment with the Health District shall, after five (5) years of being re-employed, be credited with their previously accumulated seniority. The final appeal process on all seniority challenges shall be with the Union. The Union shall notify the Employer on the outcome of all seniority appeals.

ARTICLE 11 – VACANCIES AND NEW POSITIONS

11.01 Posting of Vacancies or New Positions

Vacancies or newly established positions shall be posted in all work locations in the District, in areas accessible to all Employees, for at least ten (10) calendar days, unless the Employer and Union agree to a longer or shorter period. Copies of postings shall be forwarded to the **Local Union Designate** and the **SGEU Staff Representative**.

Job postings shall include:

- Job classification;
- Status (full-time/part-time, OTFT, OTFT – Home Care, temporary/permanent)
- Required qualifications;
- Pay range;
- Number of hours and shifts per defined length of rotation for part-time Employees;
- District-wide/facility-wide work area; plus

For Home Care:

- Geographic locality; and
- Approximate number of available client hours.

The Employer agrees to be bound by the terms outlined above in filling a posted position. For informational purposes only, the following shall be included, although it is recognized that these conditions may be subject to change:

- Type of shifts (days, evenings, nights)
- Date of commencement of the position.

Should the Employer be unsuccessful in obtaining applicants with the qualifications required in the posted position, and intends to change the qualifications from those stated on the posting, the Employer shall repost the position describing the required qualifications and fill the position in accordance with this Article.

11.02 Bidding for Vacancies or New Positions

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

An Employee who will be absent from the **workplace/worksite** may make written application for any anticipated postings through Human Resources. Such requests shall remain in effect for up to thirty (30) calendar days.

All applications for positions must be received by Human Resources by 1645 hours on the closing date for the posting.

11.03 Filling of Vacancies or New Positions

Vacancies or new positions shall be filled on the basis of seniority provided that the applicant possesses the necessary qualifications required to fill the position and the ability to perform the required work.

(This paragraph applicable to North Central Health District only.)

First consideration shall be given to Employees from the workplace where the vacancy or new position exists. If there are no qualified and able applicants from the workplace, then applicants from other workplaces within the District shall be given consideration.

If no applicant is appointed from within the Bargaining Unit for a vacancy or position, the Employer(s) shall give next consideration to an applicant(s) in the geographic Health District. Should an Employer fail to fill a position in the geographic Health District the posting shall be posted in the other SGEU Health Districts prior to an open competition.

An Employee shall transfer his/her seniority, unused sick leave credits earned in the previous twenty four (24) month period and the most recent vacation accrual rate.

Any applicable Northern Benefits will not be transferred, but rather paid out to the Employee before leaving his/her former position.

11.04 Recognition of Previous Experience

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

- 1. one thousand nine hundred and forty-eight (1948.8) paid hours experience within the past five (5) years immediately preceding the date of employment- placement at Step 1;**
- 2. three thousand eight hundred and ninety-seven point six (3897.6) paid hours experience within the past five (5) years immediately preceding date of employment- placement at Step 2;**
- 3. five thousand eight hundred and forty-six point four (5846.4) paid hours experience within the past five (5) years immediately preceding the date of employment- placement at Step 3;**
- 4. seven thousand seven hundred and ninety five point two (7795.2) paid hours experience within the past five (5) years immediately preceding the date of employment- placement at Step 4.**

11.05 Transfers Within Work Areas and Job Classifications

An Employee may request the opportunity to transfer to another position within her/his current work area and job classification, prior to the position being posted. The request shall

be submitted to her/his immediate supervisor and will be given consideration for up to three (3) months in the event that a vacancy arises.

If the transfer is granted, the resulting vacancy shall be posted under the terms of Article 11.

11.06 Disability Transfer

When by reason of disability, an Employee is incapable of performing her/his regular duties, the Employer, the Union and the Employee concerned shall discuss the possibilities of continued employment of the Employee in an appropriate classification and position for which the Employee is qualified and able in the workplace. In such circumstance, the Employer and the Union may agree to waive the provisions of Article 11 (Vacancies and New Positions).

11.07 Application of Seniority

(Applicable to North Central Health District only.)

Seniority used for the purpose of filling vacancies or new positions shall be the hours accrued by an Employee at the workplace where the vacancy or new position arises. The seniority hours shall include all hours calculated up to the previous month end.

Where a vacancy or new position becomes available to Employees from workplaces outside of the originating workplace, seniority for the purpose of competition, shall include all seniority hours accrued within the Health District.

However, seniority hours used for the purpose of competition will not be transferable with the successful applicant to the new workplace.

(Applicable to Keewatin Yatthé Health District and Mamawetan Churchill River Health District only.)

Seniority used for the purpose of filling vacancies or new positions shall be the hours accrued by an Employee in the district. The seniority hours shall include hours calculated up to the previous month end.

11.08 Commencement of Job

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

11.09 Appointment of Applicant

Following the determination of the successful applicant, the **Local Union Bargaining Committee Member and the SGEU Staff Representative** will be notified in writing, within five (5) calendar days, of all applicant's names, the seniority hours of all applicants, and the successful applicant's name. All applicants will also be advised of the results of the competition and the name of the successful applicant.

11.10 Letter of Appointment

All successful applicants shall have their selection confirmed in writing by a letter of appointment which shall include:

- Status;
- Number of hours and shifts per defined length of rotation;
- After discussion with an OTFT part-time Employee or OTFT Home Care Employee, reference to their availability for casual work.

11.11 Temporary Vacancies or New Positions

- a) When the Employer determines that a vacancy or new position of a duration of three (3) months or longer exists, the vacancy shall be posted and filled in accordance with Articles 11.01, 11.02 and 11.03.
- b) Two (2) additional postings shall be required for the position of the Employee transferred as a result of the original posting. Subsequent vacancies shall be assigned according to Article 15.15 (Assignment of Relief Work).
- c) An Employee shall not be considered for another temporary position at the same status (e.g. part-time) until having served five (5) months in the current temporary position, or until it is concluded. When the temporary work becomes redundant, the Employee shall be returned to her/his **home** position. If the Employee who created the original vacancy returns prematurely, the temporary Employee shall be returned to her/his home position and Article 15.05 c) (Work Schedules) shall not apply to any subsequent Employee(s) affected by the change(s).
- d) Should a temporary vacancy or new position become a permanent position, it shall be posted and filled in accordance with Articles 11.01, 11.02 and 11.03.
- e) No temporary position shall exceed three (3) years and one hundred and nineteen (119) calendar days. The Employer agrees to review with the Union all temporary positions that exceed one (1) year in duration, on a semi-annual basis, to determine whether the position should be posted as a permanent position.
- f) If, as a result of a posted temporary vacancy, an individual is hired from outside the bargaining unit, they shall be hired for the specific period of the vacancy. At the end of the period, they shall be considered terminated from employment unless mutually agreed otherwise between the Employer and the Union.

11.12 Assignment of OTFT – Home Care Client Hours

- a) The parties agree that the assignment of Home Care client hours shall be governed by;
 - consistency in the provision of client care;
 - timeliness of response to client needs, including length of Employee commute; and
 - seniority.

- b) Geographic localities shall be established and changed as necessary by the Employer, and communicated to the Union. Where changes are deemed necessary, the Union will be provided with a minimum of 6 months' notice. All existing and new Employees shall be designated in a specific geographic locality.

In order to maximize hours, an Employee may elect to work in other geographic localities within the Health District, in which case time and travel to the first client and from the last client shall be without compensation.

- c) Employees shall be assigned new clients or additional client hours in their geographic locale consistent with Article 11.11 a) above, and in accordance with their availability. Employees shall indicate in writing, at the time of hiring and monthly thereafter, their availability for work.
- d) Where a break in work assignments in a geographic locale is less than one (1) hour, that time shall be considered time worked.
- e) A client, who resumes service after a separation greater than one (1) month, shall be considered a new client for the purpose of assigning staff.
- f) Upon completion of an approved leave, an Employee shall return to work assignments scheduled prior to the leave, providing such work assignments still exist.

11.13 Temporary Assignment to Higher In-Scope Duties

- a) When the Employer determines that a work assignment of one (1) day or longer, which does not require posting, to a higher paid in-scope classification is necessary, the Employer shall make the assignment to the senior Employee in the department and classification who has the required qualifications and ability to perform the job.
- b) An Employee temporarily assigned to perform duties in accordance with a) above, shall be advanced in the higher pay grade to that step in the salary scale which is next higher than the current salary rate, for all hours worked in the higher classification. If the Employee is still eligible for increments, her/his increment date will not change and all hours worked in the temporary assignment will be eligible for use toward her/his next increment.
- c) No Employee shall be required to perform duties in a higher classification against their wishes when other qualified and able Employees are available to perform the required work.

11.14 Temporary Assignment to Out of Scope Duties

- a) When the Employer determines that a work assignment of one (1) day or longer to an out of scope position is necessary, the Employer shall assign an Employee. While temporarily performing out of scope duties, an Employee shall be deemed to be within the scope of the bargaining unit and shall accrue seniority and hours toward an increment, if eligible, for all hours worked and her/his increment date shall not change.

- b) An Employee assigned to temporarily perform in an out of scope position, in accordance with a) above, shall receive a minimum increase of five percent (5%) added to her/his regular rate of pay for all hours worked in the assignment.
- c) No Employee shall be required to work temporarily in an out of scope position against her/his wishes when other qualified and able Employees are available to perform the required work.

11.15 Rate of Pay on Lateral Transfer

The hourly rate of pay of an Employee transferring to a position with the same range of pay shall be unchanged.

11.16 Rate of Pay on Promotion

The hourly rate of pay of an Employee promoted to a higher classification shall be advanced to that hourly rate in the applicable pay grade which is next higher than the Employee's current hourly rate, or to the hourly rate that is next highest again if the initial advancement of the hourly rate is less than the Employee's next normal increment in her/his pay grade.

11.17 Rate of Pay on Voluntary Demotion

The hourly rate of pay of an Employee who accepts a position in a lower paid classification shall remain the same if the hourly rate exists within the new range of pay. If no such rate exists, the Employee's hourly rate shall be placed at the step next below the Employee's current hourly rate of pay.

11.18 Trial Period

Employees who are reclassified, transferred, promoted or demoted shall be considered on trial in their new position for the first three hundred and twenty (320) hours worked following the date the Employee commences work in the new position. This period may be extended by mutual agreement up to an additional three hundred and twenty (320) hours worked.

During the trial period, the Employee shall return to her/his former position if the Employee is deemed unsuitable for the position, or, at the Employee's request. The Employee will be returned to the position formerly held, without loss of seniority and incremental benefits. Article 15.05 c) (Work Schedules) shall not apply.

If an Employee returns to her/his former position within thirty (30) calendar days of the commencement date, the vacated position shall be offered to other qualified applicants from the original posting. If there are no other qualified applicants, the position will be re-posted.

Other Employees affected by the rearrangement of positions shall also be returned to their former positions without loss of seniority and incremental benefits. Article 15.05 c) (Work Schedules) shall not apply.

11.19 Probationary Period

Newly hired Employees shall be on probation for a period of four hundred and eighty (480) hours worked or for the first six (6) months from the date of hire, whichever occurs first. By mutual agreement of the parties, an extension may be granted for up to three hundred and twenty (320) hours worked or four (4) months, whichever occurs first. During the probationary period, Employees shall be entitled to all rights of the Agreement, except with respect to grieving discharge for reasons of general unsuitability. In this instance, the Employee may grieve lack of notice of dismissal, but not the dismissal itself. **The Local Union Bargaining Committee Member and the SGEU Staff Representative** shall be notified within seven (7) calendar days, in writing, of any probationary Employees discharged.

At the outset of employment and during the probationary period, Employees will be advised of expectations regarding standards of performance. Employees will also be advised of shortcomings in order to allow for deficiencies to be corrected. Should the Employer decide to terminate the Employee, the Employee and **the Local Union Bargaining Committee Member and the SGEU Staff Representative** will be given the reasons for termination prior to termination and an opportunity to respond.

11.20 Multi-Site Work

a) New Multi-site Position Created

Where a position is created that requires an Employee to work at more than one **workplace/worksites** in the Health District, the Employer and the Union shall meet to determine such things as posting of the position, determination of a home **workplace/worksites** and orientation to the various workplaces/worksites.

b) Occasional Assignment to A Different **Workplace/worksites**

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

- i) 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.
- ii) The Employer shall provide **workplace/worksites** and service orientation to an Employee who is assigned.
- iii) The Employer shall pay transportation costs associated with travel between workplaces/worksites, during the workday.
- iv) This Article shall not be used to circumvent the rights of Employees under Article 15.15 (Assignment of Relief Work), except where operational requirements dictate.

ARTICLE 12 – CLASSIFICATION

12.01 Job Description

Copies of job descriptions for positions within the scope of this agreement are maintained in the offices of the Employer and are available for inspection by Employees after making suitable arrangements with the out-of-scope supervisor concerned. **The Local Union Bargaining Committee Member and the SGEU Staff Representative** has been provided with copies of all the job descriptions and will be provided with updates as changes occur.

12.02 Employer Initiated New or Revised Classification

The Employer shall provide the Union with a copy of the draft job description for any proposed new classification or revision to an existing classification. Upon receipt of the draft job description the Union shall have thirty (30) calendar days to make representation to the Employer before it is finalized. The Employer shall give notice to the Union when the job description is finalized and any intention to negotiate a new rate of pay. After giving notice, even if there is no agreement on the rate of pay, the Employer may post and fill a vacant position at the rate proposed by the Employer, subject to the Union's right to grieve.

If the Union is dissatisfied with the rate of pay proposed by the Employer, and failing settlement of the matter through negotiation, the Union shall within twenty-one (21) calendar days of receipt of written notice of the establishment of the rate of pay, file a grievance in accordance with Article 9 – Dispute Resolution Process. The decision on the rate of pay reached during the Dispute Resolution Process shall be retroactive to the date of filling the vacancy.

12.03 Employee Initiated Classification Review

An Employee who feels that her/his position is incorrectly classified may submit a request for a classification review, in writing, to the Human Resources Department. The Human Resources Department will audit the position and notify the Employee and the Union of the results within thirty (30) calendar days from the date of receiving the request for a classification review. Employees on a probation or trial period and Employees in a temporary position shall not be entitled to request a classification review.

If approved, the reclassification will be effective from the date the Human Resources Department received the reclassification review request. If rejected, or if the Employee is dissatisfied with the reclassification approved, within fourteen (14) calendar days of receipt of notice thereof, the Employee may file a grievance in accordance with Article 9 – Dispute Resolution Process.

12.04 Filling a Revised Classification When Encumbered

An incumbent Employee shall be appointed to a new higher classification when there is no change in duties or responsibilities and the reclassification was approved to correct an error in classification.

An incumbent Employee shall be appointed to a new higher classification when there was a change in duties and/or responsibilities provided the Employee is qualified and has the ability to perform the required duties of the reclassified position, subject to challenge from Employees with more seniority from the same original classification and **workplace/worksite**. In this instance the reclassified position shall be posted within that **workplace/worksite** and an applicant with more seniority from the same original classification, to successfully challenge, must show to the satisfaction of the Employer and the Union that the change in duties and/or responsibilities resulting in the reclassification should have been assigned to her/him rather than the incumbent.

If the incumbent Employee is not qualified and/or does not have the ability to perform the required duties of the reclassified position, the incumbent Employee shall, subject to challenge as per above, be allowed to continue in the reclassified position for a reasonable time period, taking into consideration the type and length of training required, as agreed to by the parties. If, within the established time period, the incumbent Employee does not acquire the ability to perform the required duties of the reclassified position, the incumbent Employee shall be required to vacate the reclassified position and shall be given notice of layoff with eligibility to exercise options in accordance with Article 13.06.

12.05 Rate of Pay on Reclassification

a) Position Classified Upward

An incumbent Employee appointed to a new higher classification shall be paid as if the Employee were promoted to the position as per Article 11.16 – Rate of Pay Upon Promotion.

If, in accordance with Article 12.04 – Filling a Revised Classification When Encumbered, an Employee with more seniority successfully challenges a reclassified position, and the incumbent Employee is returned to a position in the former classification, such Employee shall be placed at the step in the scale being paid before the reclassification, subject to any increments the Employee would have received had the Employee remained in that position.

b) Position Classified Downward

Until an incumbent appointed to a new lower classification is appointed to a position in her/his former classification or in a classification within the same Pay Grade as her/his former classification, the Employee's rate of pay will be as follows:

- i. If the Employee's rate of pay is above the maximum of the pay grade for the new lower classification, the Employee's rate of pay shall be frozen until the rate of pay for the new lower classification equals or exceeds the Employee's rate of pay;
- ii. If the Employee's rate of pay is below the maximum of the Pay Grade for the new lower classification, the Employee's rate of pay shall be frozen until the Employee's next increment at which time the rate of pay shall be adjusted to the next higher step in the scale for the new lower classification. The

Employee would be eligible for further increments up to but not beyond the maximum.

If, within two (2) years subsequent to the downward reclassification, an Employee is appointed to a position in her/his former classification or in a classification similar to and within the same Pay Grade as her/his former classification, such Employee shall be placed at the step in the scale being paid before the reclassification, subject to any increments the Employee would have received had the Employee remained in that position.

ARTICLE 13 – LAYOFF AND RE-EMPLOYMENT

Notwithstanding the layoff, displacement and re-employment procedures contained herein, the Union and the Employer, prior to implementation of this Article, and at any time, can formulate special measures to modify such procedures to take into account the desires of the parties to minimize the impact of displacement or deal with particular operational considerations.

13.01 Definition of Layoff

A layoff shall be defined as:

- a) the elimination or abolition of a full-time or Other Than Full-time – Part-time position(s); or
- b) a reduction in hours of a full-time Employee's position; or
- c) a reduction in hours of an Other Than Full-time – Part-time Employees position as per her/his Letter of Appointment.

Layoff shall not apply to Temporary and Other Than Full-time – Casual/Relief Employees.

A change to an Other Than Full-time – Home Care Employee's work assignment caused by the death, transfer, discharge or change to a care plan of a home care client(s) shall not be considered a layoff.

13.02 Role of Seniority in Layoffs

- a) Effective Date

For the purpose of layoff and displacement, an Employee's seniority shall be effective the date of layoff as issued in accordance with Article 13.05 – Notification of Layoff, or on another date as mutually agreed between the Union and the Employer. A seniority list **effective the date of lay-off notice** shall be made available to the Union and shall be accessible to the Employees.

- b) Seniority Pool

Employees subject to layoff shall form a pool and be ranked in order of seniority. At all times, the Employee with most seniority in the pool will be first to identify her/his

preference for available options. As Employees with less seniority are displaced, they will be added to the pool and ranked in order of seniority to identify her/his preferred option.

13.03 Senior Employees Retained

When the Employer considers it necessary to initiate layoffs, Full-time Employees with the most seniority in the classification subject to the reductions shall be retained in the available Full-time positions and Other Than Full-time – Part-time Employees with the most seniority in the classification subject to the reductions shall be retained in the available Other Than Full-time – Part-time positions.

13.04 Discussion of Implementation

In the event the Employer is contemplating layoffs, the Employer shall notify the **Local Union Bargaining Committee Member and the SGEU Staff Representative**.

Discussion between the Union and the Employer will take place prior to issuing notice of layoff with a view to placing the Employee(s) affected in a vacant position for which the Employee possesses the necessary qualifications required for the position and ability to perform the work, in order that such placement will cause minimum disruption to the workplace/worksite.

13.05 Notification of Layoff

The date of issuing the initial notice of layoffs, as established by the Employer, shall be the start date of the notice period. Employees who are in receipt of initial notice of layoff will receive ten (10) weeks notice. Employees subsequently displaced will receive notice of layoff whichever is the greater between the balance of the ten (10) weeks notice from the start date or the notice period provided by Labour Standards, but in no case will the Employee receive less than twenty-eight (28) calendar days notice.

If the Employee subject to layoff has not had the opportunity to work the above notice period, the Employee shall be paid in lieu of work for that period of the notice period for which work was not made available. If in this notice period regular duties are not available, the Employer may assign duties other than those normally associated with the classification worked by the Employee.

13.06 Issuance of Notice, Discussion of Options and Time to Select Option

The Employer shall, in order of seniority, arrange a private interview with each Employee, accompanied by a Local Union representative, to issue notice of layoff and to explain the various options available. These options shall include, but may not be limited to the following:

- (a) to exercise displacement (bumping) rights within the workplace/worksite experiencing the layoff;
- (b) to accept reduced hours of work;
- (c) accept layoff and be eligible for re-employment;

- (d) to access retirement programs, if any;
- (e) to be placed into a vacant position, if any; or
- (f) to work as an Other Than Full-time – Casual/Relief Employee in the classification and workplace/worksites experiencing the layoff;
- (g) to resign;
- (h) to terminate from all workplaces/worksites where employed in the Health District and accept severance pay in accordance with Article 21.02.

The Employee will be provided with reasonable and sufficient information which will include work schedules in effect at the time, job descriptions, work area tours (arrangements to be made convenient to the immediate out-of-scope department Supervisor and the Employee) and meetings with the immediate out-of-scope supervisor or designate, if required. The Employee shall be allowed to have a Local Union representative present. Provided that all options have been reasonably and sufficiently explained, the Employee will have up to seventy two (72) hours from the conclusion of the meeting (exclusive of weekends and Statutory Holidays) to identify her/his preferred option. This period may be extended by mutual agreement between the Union and the Employer.

Every reasonable effort will be made to contact an Employee regarding her/his options, however, in the event the Employer is unable to contact an Employee subject to layoff or displacement, the Union and the Employer shall meet to discuss a mutually agreeable resolution to the matter. A mutually agreed placement will replace the Employee's right to exercise displacement.

13.07 Displacement of Employees

An Employee subject to layoff or displacement may exercise seniority to displace a full-time or Other Than Full-time – Part-time Employee with less seniority in a higher paid, lower paid or same paid classification in the workplace/worksites experiencing the layoff, provided the Employee possesses the necessary qualifications required for the position and the ability to perform the work, subject to the following:

The Employee shall displace the Full-time Employee in the classification with the least seniority, or the Other Than Full-time Employee in the classification with the least seniority whose number of hours contained in her/his Letter of Appointment most closely approximates the number of hours of work the Employee has chosen. Upon completion of the displacement process, Employees may request a review of assigned rotations in the department/work area. Provided that operations permit, the Employer shall reassign rotations on the basis of seniority and Employee preferences.

13.08 Vacancy Placement

Prior to exercising displacement rights, an Employee may be placed by mutual agreement, between the Union and the Employer, into a vacant position for which the Employee possesses the necessary qualifications required for the position and the ability to perform the work.

13.09 Trial Period Upon Displacement or Placement

An Employee who exercises seniority to displace another Employee or is placed in a vacant position in the same classification shall not be required to serve a trial period.

An Employee who exercises seniority to displace another Employee or is placed in position in a different classification shall be required to serve a trial period as set out in Article 11.18 (Trial Period). If during this trial period, in the opinion of the Employer, an Employee is demonstrably incapable or unsuitable for the position, instead of reverting to the home position, the Employee shall be allowed to exercise displacement rights on one (1) additional occasion before being placed on the re-employment list.

13.10 Confirmation of Election

An Employee who has made an election in accordance with Article 13.05 (Notification of Lay Off) shall have the election confirmed in writing by the Employer with a copy to the Union. Employees with a confirmed election shall be relieved of notice of layoff and will move to their new position as soon as possible. Employees unable to move to their confirmed position within the defined notice period may be assigned alternate employment.

13.11 Status Reports

Periodic updates regarding the status of Employees who have been served with layoff or displacement notice and who have made their election shall be provided to the Union.

13.12 Employer to Provide Counseling

The Employer shall endeavor to provide counseling and support mechanisms to Employees who are given layoff or displacement notice.

13.13 Re-employment List

An Employee who receives layoff or displacement notice and does not exercise displacement rights, resign or retire shall be placed on the re-employment list. Employees on the re-employment list shall provide the Employer with a written list of the positions they wish to compete for should such positions be posted for competition. The Employee shall possess the necessary qualifications required for the position and ability to perform the work of the positions she/he lists. Should any of the positions become vacant, she/he will automatically be entered into the competition along with any other applicants. Additionally, the Employee may request the opportunity to work as a casual Employee in the classification and workplace/worksites from where they were laid-off. Such request shall not alter her/his re-employment rights.

The Employee will be eligible to remain on the re-employment list for a period of three (3) years from the initial date of layoff. During this period, the Employee may amend, in writing, the list of positions she/he wishes to compete for.

13.14 Trial Period Upon Re-employment

Employees who are successful in competing for a position in their former classification will not be required to serve a trial period.

Employees who are successful in competing for a position in a different classification will be required to serve a trial period in accordance with Article 11.18 (Trial Period). An Employee who is unsuccessful during this trial period shall be removed from the position and will be returned to the re-employment list for the remainder of her/his three (3) year re-employment period.

13.15 Notice of Re-employment

When an Employee has been successful in competing for a position under Article 13.13 (Re-employment List), the Employer shall deliver the re-employment notice to the Employee's last known address by registered mail. At the same time, the Employer will attempt to contact the Employee by telephone to expedite the re-employment process. A copy of the re-employment notice shall be supplied to the **local Union designate**. The Employee must indicate acceptance of re-employment within seven (7) calendar days of issuance of the notice and must be prepared to begin work at a time designated by the Employer.

13.16 Status/Salary of Re-employed Employees

When, after a period on layoff of thirty (30) calendar days or less, an Employee is re-employed in a position with the same salary range as the classification held prior to layoff, the Employee shall be paid at the step which was being paid at the time of layoff and her/his increment date will not change.

When, after a period on layoff in excess of thirty (30) calendar days, an Employee is re-employed in a position with the same salary range as the classification held prior to layoff, the Employee shall be paid at the step which was being paid at the time of layoff and her/his increment date will be adjusted consistent with the period of layoff.

An Employee re-employed after a period of layoff in a higher or lower paid classification shall be placed in the new salary range in accordance with Articles 11.16 (Rate of Pay on Promotion) and 11.17 (Rate of Pay on Voluntary Demotion). The Employee will retain accumulated sick leave credits, if any, and service toward calculation of vacation credits existing at time of layoff.

ARTICLE 14 – PERSONNEL RECORDS

14.01 Employee Performance Review

When a review or appraisal of an Employee's work performance is made, the Employee concerned shall be given the opportunity to read and discuss the document. The Employee shall be required to sign an acknowledgement that she/he has been given an opportunity to read the document and shall be provided with a copy on request. Such signature shall not constitute an agreement with the contents of the document.

An Employee performance appraisal or review is not a disciplinary meeting.

The Employee shall have the right to respond, in writing, to such review or appraisal within fourteen (14) calendar days of being given the opportunity to read and discuss the document and such response shall become part of the record.

14.02 Access to Personnel File

An Employee shall be allowed to access her/his personnel file (excluding employment references) after making suitable arrangements with the immediate out-of-scope supervisor. Any errors or inaccuracies on an Employee's personnel file shall be removed.

ARTICLE 15 – HOURS OF WORK

15.01 Standard Hours of Work

The standard hours of work for Employees shall be:

a) Full-time Employees

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

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

The three (3) week period shall mean that period designated by management between midnight on Saturday and midnight on the following third Saturday. **The three (3) week period shall be calculated from midnight on April 1, 2001.**

Employees shall be scheduled for seven regularly scheduled days off during each three (3) week period. The seventh day of rest may be scheduled in the following three (3) week period in conjunction with the Employee's regularly scheduled days off or scheduled Statutory Holiday off or on a day which is mutually agreed upon.

b) OTFT Employees

Standard hours of work for OTFT Employees shall be a maximum of one hundred and twelve (112) hours in a three (3) week period consisting of no more than eight (8) hours per day (exclusive of a specified unpaid meal period).

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

c) Other than Full Time – Home Care Employees

Notwithstanding Article 15.01 a), Other Than Full-time Home Care Employees, in order to maximize hours, may be required to work irregular hours within the following restrictions:

- i) an Employee shall not work more than twelve (12) hours per day;
- ii) Home Care Employees must work exclusively Home Care to access the two hundred twenty four (224) hours averaged over a six (6) week period.
- iii) an Employee's hours of work shall be confined to a twelve (12) hour period within twenty-four (24) hours beginning with the first hour worked.
- iv) The Employer and the Union agree to form a Joint Committee which will review the feasibility of full-time positions for OTFT Home Care Employees.

d) **Field Employees**

Notwithstanding Article 15.01 (a), any Employee designated by agreement between the parties as a field Employee shall have unregulated hours of work provided that they not exceed two hundred and twenty four (224) hours in a six (6) week period.

e) **Certified Dental Assistants and Dental Aides**

With the approval of the Employer and the Union, Employees may work up to two hundred and forty (240) hours in a six (6) week period and bank up to sixteen (16) hours at straight time. All accumulated bank time must be taken prior to August 31 of each year at a time mutually agreeable to the Employee and the Employer. In the event the Employee is unable to take the time off due to management directives, the time will be paid out at one and one-half (1.5x) times regular rates of pay.

For Field Employees and Certified Dental Assistants and Dental Aides, the following provisions will apply:

- Any hours worked in addition to the above hours shall be overtime and paid out at the applicable rates.**
- In addition to the regular rates of pay, a shift premium of \$0.70 per hour for all work hours required to be performed between 1800 and 0700.**
- Field Employees normally will be granted two (2) consecutive days off per week and where work permits these normally will be Saturday or Sunday.**

f) Emergency Medical Services Employees

i) 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 15.09. Employees shall have their seniority capped at 1948.8 hours annually.

15.02 Work-Related Duties (Home Health Aides)

All time spent by Home Health Aides performing authorized work-related duties including, but not limited to, charting, maintaining supplies, communicating client information, shall be considered as time worked.

15.03 Rest Periods

Employees who work more than three (3) hours, but not more than six (6) hours shall receive one fifteen (15) minute rest period.

Employees who work more than six (6) hours shall receive two (2) fifteen (15) minute rest periods.

The time of the rest period shall be scheduled by the Employer. Every effort will be made to grant such periods midway between each half shift.

15.04 Meal Periods

An unpaid meal period of at least one-half (1/2) hour shall be scheduled for each Employee working a shift of at least five and one-half (5 1/2) hours (exclusive of meal period). In the event the Employee is recalled to work during the scheduled meal period or otherwise is unable to utilize the meal period, such time shall be provided later in the shift, or paid at one and one-half (1 1/2) times the Employee's applicable rate of pay.

15.05 Work Schedules

a) Provisional work schedules shall be posted twenty-eight (28) calendar days in advance of the day being worked, in a place accessible to the Employees. Work schedules shall be confirmed and posted no less than two (2) calendar weeks in advance of the actual week being worked.

b) Employees shall notify the supervisor in writing in advance of exchanging shifts between themselves. All exchanges of shifts must be with other qualified Employees. Deviation from the posted and confirmed schedule that results from an Employee exchanging shifts shall not be subject to overtime provisions.

- c) When an Employee is required to change her/his 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 (2X) the regular rate for all shift(s) so changed. It is agreed, however, that in emergency circumstances which could not have been foreseen by the Employer, the Employee shall be paid double (2X) the regular rate only for the first four (4) shifts so changed. This provision shall not be applicable to OTFT-HC.
- d) Full-time Employees shall receive no less than two (2) consecutive days off, unless single days off are arranged by mutual agreement between the Employer and the Local Union affected.
- e) **Full-time** Employees shall not be required to work more than six (6) consecutive days without receiving days off, unless work schedules, which are acceptable to the majority of Employees affected by the schedule and the Local Union, have been agreed upon.
- f) Employees scheduled for shift rotation shall have shifts rotated as equally as possible relative to other Employees in the work area. At the request of the Employees in the work area and where the preference of the Employees is such, the objective shall be for Employees to rotate only between two (2) shifts.
- g) A rest period of at least twelve (12) hours shall be provided between shifts. Failure to do so, shall result in payment of overtime at established rates for any hours worked during such rest period, except as mutually agreed between the Employer and the Local Union.
- h) Split shifts will only be implemented with prior mutual agreement between the Employer and the Local Union.
- i) If relief Employee shift(s) are canceled or changed without forty-eight (48) hours' notice the Employee shall be paid his/her regular earnings for any shift(s) canceled or changed during the forty-eight (48) hour period.

15.06 Minimum Report Pay

- a) An Employee reporting for work on a scheduled shift shall be paid no less than three (3) hours at the regular rate of pay.
- b) Other Than Full-time – Home Care Employees

Other Than Full-time – Home Care Employees shall be paid no less than **three (3) hours** at the regular rate of pay for each occasion the Employee reports to work. An Employee who arrives at a client's residence for work and who is unable to perform such work due to client absence or refusal, shall receive pay as if they had worked, and will, where possible, contact the Home Care Office immediately for assignment to other duties.

15.07 Shift Premium

A shift premium of seventy cent (\$0.70) per hour shall be paid for each hour or part of an hour worked by an Employee where the majority of the hours of the shift fall between 1500 hours and 0800 hours. However, Employees working an extended shift shall be paid a shift premium for each hour or part of the hour worked between 1500 hours and 0800 hours. The shift premium shall not apply to overtime hours worked.

15.08 Weekend Premium

- a) A weekend premium of thirty (\$0.30) cents per hour shall be paid for each hour worked by an Employee on each shift where the majority of hours of the shifts fall between 0001 Saturday and 2400 Sunday. Where an Employee is receiving overtime pay or receiving premium pay triggered by consecutive weekends, weekend premium shall not apply.
- b) Insofar as possible, within established staffing patterns, Employees shall be scheduled for weekends off on an equitable basis. Employees shall not be required to work more than two (2) consecutive weekends. Employees required to work three (3) consecutive weekends shall be paid at overtime rates for all hours worked on the weekend which was added to their regular schedule and caused the three (3) consecutive weekends to be worked. Overtime rates shall not be paid where it is mutually agreed otherwise between the Employer and the Employee. Employees wishing to waive the third weekend premium may do so in writing **using an Application for Relief Work form.**

15.09 Standby

- a) Standby Defined

Standby shall be defined as the period during which an Employee is not on regular duty, but has been assigned by the Employer to be on Standby and must be available to respond to a request to report to duty without undue delay. The duration of a Standby period shall not be less than eight (8) hours.

- b) Standby Premium

On July 1, 1999 the Standby Premium shall be one dollar and three cents (\$1.03) per hour for regular working days and one dollar and thirty-three cents (\$1.33) per hour for days off and Statutory Holidays, except that the Standby Premium for the Certified Combined Technicians, Laboratory Technologists, X-ray Technologists and Ultrasound Technicians shall be two dollars and nineteen cents (\$2.19) per hour for regular working days and four dollars and twelve cents (\$4.12) per hour for days off and Statutory Holidays.

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

Effective April 1, 2003:

All Employees assigned to standby shall receive a standby premium as follows:

- i) **Two dollars and nineteen (\$2.19) cents per hour for each hour on standby on a regular working day with a minimum payment for eight (8) hours;**
 - ii) **Four dollars and twelve (\$4.12) cents per hour for each hour on standby on days off and Statutory Holidays with a minimum payment for eight (8) hours.**
- c) Alternate Arrangement for Standby

Provided the Employer in advance agrees, Employees on standby may make mutual arrangements with other qualified Employees to replace them, and must advise the Employer of such change.

d) EMS Services - Standby and Reporting to Work

- i) **EMS Employees who are exclusively employed on a standby basis by the Health District shall be paid the standby premium of two (2) dollars per hour. EMS Employees who are in a location where Employees are regularly scheduled shall be subject to Article 15.09 b). Rates of pay for the EMS Employees who are employed on a standby basis shall be red circled at \$15.00 per hour pending the outcome of Job Evaluation.**

Note: Employees that are EMS personnel and work in another position in the Health District shall be paid standby only when they are scheduled for EMS duties and not performing the duties of the other position.

- ii) **OTFT Employees called in from standby shall receive their regular rate of pay, with a minimum of two (2) hours pay. Overtime shall apply for hours in excess of the normal full-time daily hours or hours in the applicable averaging period.**
- iii) **Hourly standby premium shall cease, subject to a minimum payment of eight (8) hours of standby, for the period of time the Employee is called in/back to work.**

15.10 Call Back

- a) Call back Defined

A call back shall be defined as an Employee who is called by the Employer to report back to work after having worked a regularly scheduled shift, and which is not continuous with the regular scheduled shift.

- b) Call Back after Working a Regularly Scheduled Shift

An Employee called back after working a regularly scheduled shift shall be paid a minimum of two (2) hours at the rate of one and one half (1 ½) times the regular rate, provided that if such Employee is called back a second time within two (2) hours of

the original call back, the Employee shall not be paid an additional amount for such call back.

c) Call Back after Midnight or on Statutory Holiday

An Employee called back and required to work between the hours of 2400 (midnight) and 0700 hours or on Statutory Holidays shall be paid at double (2X) the regular rate of pay for all hours so worked with a minimum of two (2) hours, provided that if such Employee is called back a second time within two hours of the original call back, the Employee shall not be paid an additional amount for such call back.

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 ½) times the regular rate of pay.

d) Call Back During Vacation

An Employee called back from her/his vacation shall be paid at the rate of double (2X) the regular rate of pay for all hours worked. Such vacation days so worked shall be rescheduled.

15.11 Performing Work at Home

An Employee who is required to perform work resulting from a phone call from the workplace, but does not involve a return to work, shall be paid at regular rates of pay for each hour or portion thereof worked, for a minimum of one-half (1/2) hour.

This provision does not apply for phone calls occurring within two (2) hours of the start of a minimum call back in accordance with Article 15.10 – Call Back.

15.12 Overtime Rates of Pay

For the purpose of overtime, a day shall be defined as the twenty-four (24) hour period calculated from the time the Employee commences the scheduled or assigned shift.

a) Overtime shall be offered to Employees within the Department in the same classification on the basis of seniority, provided the Employee possesses the necessary qualifications required to fill the position and the abilities to perform the work.

In the event overtime is concurrent or coincident with shifts being worked to a maximum of 3 hours, it shall be offered to the senior Employee already on shift, subject to operational considerations and patient/resident/client care situations.

b) All hours worked in excess of the standard hours of work as stated in Article 15.01 shall be defined as overtime and paid at the rate of one and one-half (1 ½) times the regular rate of pay for the first four (4) consecutive hours and double (2X) the regular rate of pay for hours worked in excess of four (4) consecutive hours in that day.

- c) Where an Employee works overtime between 2400 and 0700 hours and where such overtime is continuous with his regular shift the Employee shall be paid at double (2X) the regular rate for all hours so worked. If the evening shift ends before midnight and the Employee is required to work overtime continuous with the evening shift, and the overtime ends after midnight, the entire overtime period shall be paid at double (2X) the regular rate.
- d) An Employee required to work on a scheduled day off shall be paid at double (2X) the regular rate of pay.
- e) An Employee required to work in excess of the standard daily hours of work on the day of a statutory holiday, shall be paid at double (2X) the regular rate of pay.

15.13 Overtime Against Wishes

An Employee shall not be required to work overtime against her/his wishes when other qualified Employees within the work unit are willing to perform the required work.

15.14 Time Off in Lieu of Overtime Pay

At the request of the Employee, time off, calculated at the appropriate overtime rates in lieu of overtime pay may be banked to a maximum of forty (40) hours. This shall be taken at a time mutually acceptable between the Employee and the Employer(s) and must be recorded on time sheets or work records accessible to Employees. Any unused portion of the time in lieu bank shall be paid out by March 31 of each year.

15.15 Assignment of Relief Work

The Employer and the Union are committed to the principle of maximizing hours for other than full-time Employees up to the maximum equivalent to those worked by a full-time Employee. The Employer agrees to establish and maintain a **call-in** list of other than full-time Employees ranked in order of seniority, **for each department/program. The Employee must be hired into a department and orientated before being placed on the call-in list. When the Employer determines that relief work is required, the most senior available person on the call-in list will have the first right to the relief work. When additional OTFT Employees are required, they shall be hired based on seniority and availability from the Application for Relief Work form, provided the applicant possesses the necessary qualifications and the ability to perform the work. OTFT Employees may make short term requests for absences from their relief requirements insofar as the regular operation of the facility/agency will permit.**

This provision shall not permit the continued expansion of hours without the posting of such position(s).

1. An Employee seeking call-in work shall make advance written application to the appropriate out-of-scope supervisor or designate on **the prescribed Application for Relief Work form.**

Application for Relief Work form shall include:

- Employee name and telephone number wishing to be contacted at **(to a maximum of three (3) telephone numbers including a cell phone number)**;
- classification(s) desired;
- qualifications and specific training possessed;
- maximum number of **hours** per week;
- **availability; and**
- **OTFT Employees wishing to waive the third weekend overtime premium as provided in Article 15.08 may do so in writing with a copy forwarded to the local union designate.**

Each department shall establish and maintain its' own call-in list(s), and it shall be updated **quarterly**. The most current list shall remain posted at all times. In any disputes, the Local Union shall be provided with a copy of the applicable call-in list from the affected department.

Employees may revise their application quarterly and will allow twenty-one (21) calendar days for such changes to take effect.

Employees that do not fill in Application for Relief Work forms will not be called in for relief work.

Note: Employees making changes to their application for relief work may do so twenty-one (21) days prior to the quarterly revision.

2. Dependent upon Employer needs and Employee availability, an Employee shall be eligible to have her/his name on a **maximum of three (3) active call-in department lists within the Health District. Employees who encumber permanent part-time positions will be eligible to access additional work (up to equivalent of full-time) so long as additional work does not conflict with their permanent rotation. OTFT Employees shall provide a copy of regularly scheduled hours from other departments (where applicable).**
3. The hours of work of an OTFT Employee may be expanded to the standard hours of work identified in Article 15.01, without the payment of overtime. Employees working in more than one department shall be required to inform the immediate supervisor or designate of any potential overtime situations and/or scheduling conflicts as soon as the Employee is aware.

Where an Employee agrees to work additional shifts or additional hours outside **their assigned work, and** within the posted and confirmed period, such work shall not be construed as a change of shift **and shall not be eligible for overtime. It shall be the responsibility of the Employee to advise the Employer that she/he will be in an overtime situation if called in for additional work. Should an Employee fail to indicate an overtime situation, the parties shall meet to discuss this.**

4. **Work that becomes available within the two (2) week posted and confirmed period will be offered to the most senior Employees who are available for additional work and in conjunction with the Application for Relief Work form.**

The Employee(s) shall receive a telephone call and where circumstances permit, a defined date and time deadline for responding.

Work that becomes available outside the posted and confirmed period shall be assigned based on seniority, qualifications and availability.

- 5. An Employee will inform the person(s) responsible for scheduling work of planned period(s) of time that the Employee will be unavailable for call-in. Relief Employees shall indicate their choice of dates for vacation as per Article 18.06, otherwise the Application for Relief Work form shall be used to assign hours for the purpose of vacation coverage.**

Should an Employee decline work without sufficient reason on five (5) occasions in accordance with the availability on the prescribed Application for Relief Work form the Employer shall meet with the Employee to discuss her/his availability. Following this discussion, should an Employee not accept work in accordance with their revised Application for Relief Work such Employee shall be removed from the relief list.

Where an Employee is consistently unavailable for call in and has not worked for ninety (90) days in a department, she/he shall be removed from the relief list of that department.

- 6. For those Employees working a shorter shift and additional work becomes available, the work must be within the department and it must adjoin the Employee's originally scheduled shift, but not result in exceeding normal daily hours. If it does result in an excess to normal daily hours, the Employee will be required to relinquish her/his shift in its entirety to assume the new work. With the exception of Home Care, in no event will the original shift or the additional work be split.**

Only one (1) enhancement of hours shall be allowed per twenty-four (24) hour period. The twenty-four (24) hour period shall be calculated from the beginning of the Employee's originally scheduled shift.

- 7. Employees shall not be called in to perform work while on:
 - Absence covered by WCB and /or LTD and/or Automobile Accident Insurance Act;**
 - Approved LOA, except education leave;**
 - Vacation**
 - * Exceptions may be made i.e. Maternity Leave following discussions between the union and the Employer.****
- 8. Employees must have a minimum of eleven (11) hours of rest between shifts, calculated from the end of the previous shift. Unless agreed to by the parties, Employees shall not work more than fifty-six (56) hours without two (2) consecutive days of rest.**

- 9. Employees offered additional shifts in error can have those shifts changed within the posted and confirmed period without triggering overtime provided the Employer makes the change within forty-eight (48) hours of offering the additional shift(s) in error. In the event that an error is discovered more than forty-eight (48) hours after it was made, the Employer shall offer the work to the more senior Employee while honouring the commitment made to the more junior Employee. If the error is discovered after the work is performed, the more senior Employee who was not called will have the opportunity to grieve the matter.**
- 10. This protocol applies to additional work that was not foreseen when the master rotation was created by each department. It in no way supersedes or replaces the scheduling provisions of the Collective Agreement and the parties agree to apply this protocol in a manner complimentary to other provisions of the Collective Agreement.**
- 11. Should there be any disputes or challenges regarding the scheduling of OTFT Employees under the terms of the article, the matter may be brought to the attention of the appropriate shop steward who will discuss the situation with the supervisor responsible. Matters not resolved may be referred to the grievance procedure at Step 2.**

ARTICLE 16 – STATUTORY HOLIDAYS

16.01 Statutory Holidays

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

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

And all other federally, provincially and civically proclaimed holidays, provided, however, that a civically declared holiday in lieu of an above named Statutory Holiday shall not be considered a holiday. Notwithstanding any other section of this Agreement, premium pay, as referred to in Article 16.02 shall be paid for work on the actual calendar day, and shall not be paid for work on any alternate named day.

16.02 Statutory Holidays Falling on Regularly Scheduled Day of Work

a) Full-time Employees

A Full-time Employee who would normally be scheduled to work and works the Statutory Holiday shall:

- i) receive pay at the rate of one and one-half (1 ½ x) times the Employee's regular rate of pay and another day off with pay to be taken at a mutually agreed time within four (4) weeks before or after the date the Statutory Holiday occurs, or
- ii) if mutually agreed between the Employee and the Employer, receive pay at the regular rate of pay and another one and one-half (1½) days off with pay within four (4) weeks before or after the date of the Statutory Holiday occurs.

A Full-time Employee who would normally be scheduled to work but is given the day off as the Statutory Holiday shall receive pay equal to one (1) regular days pay.

b) Other Than Full-time Employees

All other than full time Employees working 1948.8 hours shall be paid bi-weekly on all straight time pay, a premium of 4.52% in lieu of statutory holiday pay.

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

An Other Than Full-time Employee who does not work on a Statutory Holiday shall receive Statutory Holiday pay in accordance with the above.

c) **Shifts Overlapping a Calendar Day**

Statutory holiday pay will be paid when the majority of the shift hours fall on the actual day of the Statutory Holiday.

16.03 Statutory Holiday Falling on a Regularly Scheduled Day Off

When a Statutory Holiday falls on a Full-time Employee's regularly scheduled day off and the Employee does not work the Statutory Holiday, the Employee shall be granted a day off in lieu with pay within four weeks before or after the date the Statutory Holiday occurs.

16.04 Overtime on a Statutory Holiday

An Employee who is required to work in excess of the normal daily hours of work on a Statutory Holiday shall be paid at the rate of double (2X) the Employee's regular pay for each excess hour so worked.

16.05 Overtime For Working a Statutory Holiday on an Assigned Day of Rest

When a Full-time or OTFT-Part-time Employee is required to work a Statutory Holiday which falls on an Employee's assigned day of rest, the Employee shall be paid at the rate of double (2X) time the Employee's regular rate of pay for all hours worked on the Statutory Holiday and, in accordance with Article 16.03 – Statutory Holiday Falling on a Regularly Scheduled Day Off, shall be granted a day off in lieu if full-time.

16.06 Christmas and New Years Day

Employees scheduled to work both the Christmas Day and the New Year's Day Statutory Holidays may request one or the other Statutory Holiday off. Such requests may be granted provided qualified relief staff are available and the efficient operation of the workplace/worksites will permit.

16.07 Day Off in Lieu Not Taken Prior to Workers' Compensation

A full-time Employee who becomes disabled due to an accident or illness for which benefits are payable from the Workers' Compensation Board before being granted and/or taking a day off in lieu of a Statutory Holiday worked, shall have such day off in lieu scheduled or rescheduled for when the Employee returns to work or shall receive pay for the day.

ARTICLE 17 – LEAVE OF ABSENCE

17.01 Definite Leaves of Absence

a) **Definition:** Definite leave of absence means leave from a full-time or OTFT part-time, OTFT Home Care position for a predetermined period of time.

b) **Request for General Definite Leave of Absence:**

- i. Providing satisfactory arrangements can be made for the performance of her work, an Employee may, for valid reason, be granted a general definite leave of absence without pay.
- ii. Except in extenuating circumstances all requests for general definite leave of absence must be submitted, in writing, fourteen (14) calendar days in advance to the immediate supervisor with a copy to the local Union.
- iii. An Employee who has been granted general definite leave of absence may make an application for additional leave consecutive with the first period. Except in extenuating circumstances, such requests shall be submitted in advance of the previously agreed upon date of return to work.
- iv. **Except in exceptional circumstances, notice of intention to return to work or request for change of the length of the definite leave of absence must be forwarded to the Employer thirty (30) calendar days prior to the requested date of return to work or the expiration of the leave.**

17.02 Maternity/Paternity/Adoption Leave

- a) An Employee shall be granted up to one (1) year definite leave of absence without pay for maternity, paternity or adoption, provided that the Employee presents a medical certificate confirming the pregnancy and showing the probable date of confinement, or in the case of adoption, notice of eligibility. An Employee must apply for the definite leave of absence without pay no later than twenty-eight (28) calendar days in advance of the desired date of leave, except in extenuating circumstances.

The one (1) year definite leave of absence without pay for maternity shall not include the period between the estimated date of confinement specified in the medical certificate and the actual date of birth, when the birth occurs after the date mentioned in the certificate.

- b) Except in exceptional circumstances, notice of intention to return to work or request for change of the length of the definite leave of absence must be forwarded to the Employer twenty-one (21) calendar days prior to the requested date of return to work or the expiration of the leave. An Employee may submit one (1) request for a change to the length of leave, however, the total length of the leave shall not exceed one (1) year. An Employee who requests a reduction to the length of leave shall not be entitled to resume her/his employment until after the expiration of the twenty-one (21) calendar days notice.
- c) A pregnant Employee who is unable to perform her regular duties, but is qualified and able to perform other work shall, where possible and without undue hardship, without affecting the seniority right of other Employees, be permitted to do so at the appropriate rate of pay for the position she is filling.

- d) An Employee shall have access to sick leave credits as per Article 19.09.

17.03 Union Leave

- a) Insofar as the regular operation permits, Employees designated by the Union shall be granted definite leave of absence without pay for Union Business. The Employee shall provide seven (7) calendar days notice of leave. The time limits for notice of such leave may be reduced by mutual agreement.
- b) In extenuating circumstances, the chairperson of the Bargaining Unit or her/his designate may be granted definite leave of absence without pay for Union Business provided twenty-four (24) hours' notice is given.

Oral notice is acceptable in unusual circumstances, and will be followed up with a written request.

- c) The Employer agrees to continue to pay normal salary and benefits to Employees on a definite leave of absence of one (1) month or less to attend Union business as referred to in a) above. The Employer shall charge the Union for reimbursement of the cost. Such costs shall include:
- actual wages;
 - Employer's share of Canada Pension Plan premiums;
 - Employer's share of Employment Insurance Premiums;
 - Employer's share of SAHO Pension Plan, Public Service Superannuation Plan, or Public Employees' Superannuation Plan contributions;
 - Employer's share of Group Insurance premiums;
 - Workers' Compensation premiums;
 - Employer's share of Dental Plan;
 - Employer's share of Extended Health Plan.
- d) On definite leaves of absence of more than one (1) month, and at the request of the Union, the Employer agrees to pay normal salary and benefits to the Employee, and will charge the Union, in addition to those costs set forth in Article 17.03 c) an appropriate amount for the following benefits:
- annual vacation;
 - sick leave;
 - statutory holidays.

17.04 Leave of Absence For A Full-time Public or Professional Office Position

An Employee who is elected to or selected for a full-time position with the Union or any labour body with which the Union is affiliated shall be granted a definite leave of absence without pay or loss of seniority for a period of up to two (2) years. Such leave may be renewed each year during the term of office.

Upon written request an Employee shall be granted reasonable definite leave of absence without pay as may be necessary for the Employee to fulfill the duties of an elected public office if elected to a municipal, provincial or federal government, or board of education,

conseil scolaire or district health board or if elected to the executive of a professional association related to the Employee's position.

17.05 Paid Jury or Court Witness Leave

Upon proof, an Employee subpoenaed to appear as a witness or to act as a juror shall be granted leave to do so. Prior to the leave an Employee shall choose one of the following options:

- 1) Leave without pay and retain witness fee if any.**
- 2) Use approved vacation leave if any, accumulated overtime credits, ADR or Time in Lieu to cover the period and retain the fee if any.**
- 3) Take approved Jury duty leave with pay and assign any pay received to the Health District.**

17.06 Long Service Leave

An Employee with four (4) or more years of service may be granted up to three (3) weeks definite leave of absence without pay and without loss of benefits or seniority on one (1) occasion only, per year, on request. The request shall be in writing to the immediate out-of-scope supervisor with a minimum of fourteen (14) calendar days' notice.

17.07 Bereavement Leave/Compassionate Leave

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

- a) Up to four (4) working days in the event of the death of the Employee's mother, father, spouse, same-sex spouse, common-law spouse, former guardian, fiancé, brother, sister, child, **step-child**, mother-in-law, father-in-law, grandchild or some other person to whom the Employee has had a similar relationship.
- b) Up to two (2) working days in the event of the death of the Employee's grandparent, grandparent-in-law, great-grandparent, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, **niece or nephew**.
- c) An Employee granted leave in a) or b) above shall be granted an additional two (2) working days leave without loss of pay or benefits, from the date of death to the **third (3rd)** day following the funeral, if required to travel over five hundred (500) kilometers one way to attend the funeral.
- d) An Employee acting as an active pallbearer **or delivering a eulogy** shall be granted up to four (4) hours bereavement leave with pay.
- e) The Employee may also request **additional leave (eg: vacation leave, leave without pay, etc.)**.

17.08 Mourner's Leave

Upon request, an Employee shall be granted up to one (1) working day definite leave of absence without pay to attend the funeral of a friend or relative not included in Article 17.07–Bereavement Leave.

17.09 Pressing Necessity

An Employee shall be granted definite leave of absence without pay for a pressing necessity. A pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence that could not, by the exercise of reasonable judgment, have been foreseen by the Employee and which requires the immediate attention of the Employee. Alternatively, the Employee may elect to use vacation or day(s) off in lieu of working a Statutory Holiday(s) that has not yet been scheduled.

17.10 Family Leave

Family leave shall be granted where the situation requiring the Employee is:

- unforeseen; or
- unpredictable; or
- emergent, or
- life threatening; or
- one over which the Employee has no control, and for which the Employee has been unable to make alternate arrangements.

Employees who have successfully completed probation shall be granted definite leave of absence, **in accordance with the above, with pay to attend to the needs of family members as defined in Article 17.07 a) and b).**

Full-time Employees shall be entitled to up to thirty-two (32) hours of family leave per calendar year. OTFT Employees shall be entitled to family leave credits on a pro rated basis.

Effective January 1, 2003, in addition to the above, full-time Employees shall accrue an additional 3.25 hours per month to a combined maximum of 45 hours per calendar year. OTFT Employees shall accrue additional family leave on a pro rata basis to a combined maximum total of 45 hours per calendar year.

This benefit shall not accumulate from year to year.

17.11 Medical Care Leave

An Employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time may be granted definite leave of absence with pay. Such leave shall not exceed sixteen (16) hours per fiscal year **and the Employee shall provide a copy of notice of confirmation of appointment to their immediate supervisor.**

17.12 Education Leave

Insofar as the regular operations of the Employer permits, an educational leave of absence without pay shall be granted for up to twenty-four (24) months at the request of the Employee.

a) Employee Initiated

Participation in pertinent educational programs is encouraged by the Employer. Subject to adequate staffing levels being maintained, and upon the request of an Employee, the Employer may grant definite leave of absence, with or without pay, to attend conferences, workshops, seminars or professional meetings covering job-related topics.

b) Required Attendance at Conferences, Workshops, etc.

When the Employer requires an Employee to attend a workshop, conference or educational program, such attendance shall be with pay, exclusive of overtime and premium pay, and all registration or tuition fees and expenses related to the program shall be paid for by the Employer.

c) Required Attendance at In-Service

When the Employer requires an Employee to attend or participate in an in-service education program or staff meeting such shall be regarded as time worked under the terms of this Agreement and compensated accordingly.

No Employee shall be penalized for not attending courses, which are not required by the Employer.

17.13 Definite Leave for Prolonged Illness - Employee

a) An Employee suffering prolonged illness shall, on application, be granted definite unpaid leave of absence for a period of up to one (1) year when all sick leave credits have been expended.

One extension of up to one (1) year to the original definite unpaid leave of absence without pay shall be granted if the Employer is reasonably assured that the Employee will be fit for duty within that time frame.

b) **An Employee receiving LTD, WCB, or Automobile Accident Insurance shall be granted a definite leave of absence for a period of three (3) years and one hundred and nineteen (119) calendar days.**

17.14 Indefinite Leave of Absence

a) Definition

Indefinite leave of absence means the relinquishment of a full-time or OTFT part-time or OTFT Home Care position, while retaining employment status with the Employer, for an undetermined period of time not exceeding **three (3) years**.

b) Request for General Indefinite Leave of Absence

- i. A full-time or OTFT part-time or OTFT Home Care Employee may, for valid reasons, be granted indefinite leave of absence without pay.
- ii. Except in extenuating circumstances all requests for general indefinite leave of absence must be submitted, in writing, twenty-eight (28) calendar days in advance to the immediate supervisor with a copy to the Local Union.

c) Reinstatement from Indefinite Leave

- i. At any time during the period of indefinite leave, should an Employee subsequently be qualified and able to perform work in their former occupation or any occupation, the Employee **will be placed on the casual call in list and shall be entitled to bid for a vacancy or new position using their previously accumulated seniority earned in accordance with Article 10.02.**
- ii. Where an Employee, after completing three (3) years and one hundred and nineteen (119) consecutive calendar days **on LTD, WCB, or AAIC** remains **unable to fill the requirements of their position**, the position formerly occupied will be posted and filled on a permanent basis **and the Employee will be placed on an indefinite leave of absence.**

17.15 Indefinite Leave for Prolonged Illness – Employee

An Employee suffering from prolonged illness who requires leave further to that granted under Article 17.13 a), shall be granted indefinite leave of absence without pay for a period of up to one (1) year.

17.16 Alternate Employment

The Employer shall not be required to grant definite or indefinite leave of absence if the request is for the purpose of alternate employment.

17.17 Benefits During Leave of Absence Without Pay

a) Up to and Including Thirty (30) Days

Employees shall accumulate seniority, sick leave credits, statutory holidays, vacation credits and increments up to and including thirty (30) calendar days.

b) Over Thirty (30) Days

Employees shall not accumulate sick leave credits or vacation credits for the period of absence greater than thirty (30) calendar days and a new increment date shall be established for the determination of increments. The accumulation of seniority shall be in accordance with Article 10 of this Collective Agreement.

ARTICLE 18 – VACATION

18.01 Annual Vacation

All Employees shall be entitled to:

- a) time off for annual vacation of 3,4,5, or 6 weeks dependent upon the Employee's continuous employment; and
- b) vacation pay calculated in accordance with Article 18.04.

18.02 Definition of Vacation Year

Vacation year shall be April 1 to March 31 of the following calendar year. Vacation credits shall be earned during the current vacation year to be taken the following vacation year.

18.03 Annual Vacation Entitlement

- a) Full-time Employees who work the full year shall be entitled to time off for vacation and shall be eligible to accumulate vacation credits as follows:
 - i. during the first (1st) and subsequent years, including the fifth (5th) year of continuous employment, three (3) weeks of time off and fifteen (15) days of vacation credit;
 - ii. during the sixth (6th) and subsequent years, including the sixteenth year (16th) year of continuous employment, four (4) weeks and twenty (20) days of vacation credit;
 - iii. during the seventeenth (17th) and subsequent years, including the twenty-ninth (29th) year of continuous employment, five (5) weeks of time off and twenty five (25) days of vacation;
 - iv. during the thirtieth (30th) and subsequent years of continuous employment, six (6) weeks of time off and thirty (30) days of vacation credit.

Effective April 1, 2002, Employees shall earn vacation to be taken in 2003:

- iii. during the seventeenth (17th) and subsequent years, including the **twenty-fourth (24th)** year of continuous employment, five (5) weeks and twenty five (25) days of vacation credit;
- iv. during the **twenty-fifth (25th)** and subsequent years of continuous employment, six (6) weeks and thirty (30) days of vacation credit.

(Applicable to Keewatin Yatthé Health District and Mamawetan Churchill River Health District)

Special Northern Leave

All Employees who complete one (1) year of service, shall be entitled to an additional special vacation benefit of one week in addition to their regular entitlement. The extra week will be earned at the end of each vacation year. The entitlement shall be prorated for other than full-time Employees.

- b) Part-time and casual/relief Employees shall be eligible for time off for vacation as specified above and shall accumulate vacation credits on the following basis:

$$\begin{array}{l} \text{Number of hours eligible for entitlement} \\ \text{-----} \times \text{vacation benefit} \\ \text{Number of full prescribed hours per year} \\ \text{= Vacation credits.} \end{array}$$

Continuous employment shall be calculated from the last time the Employee received an increase in the vacation credit benefit (e.g. the date of the vacation credit changed from three (3) weeks to four (4) weeks).

18.04 Vacation Pay

- a) An Employee shall receive the greater of vacation pay calculated as follows:

$$\begin{array}{l} \text{Vacation credits} \qquad \qquad \text{Employee's regular} \\ \text{Earned in accordance} \quad \times \quad \text{rate of pay at the time} = \text{vacation pay} \\ \text{With Article 18.03} \qquad \qquad \text{of taking vacation} \end{array}$$

OR

As determined by the Employee's eligibility for annual vacation, either 3/52, 4/52, 5/52, or 6/52 of the Employee's gross earnings during the previous vacation year. Gross earnings shall include all remuneration paid to the Employee except transportation allowance.

- b) Employees shall receive vacation pay on regular paydays while on vacation unless otherwise requested.

If an Employee requests vacation pay in advance, and makes such request in writing at least twenty-one (21) calendar days prior to the commencement of vacation, vacation pay shall be paid in the fourteen (14) calendar day period immediately preceding the vacation period.

18.05 Carry-over of Unused Annual Vacation Leave

Vacation entitlement shall be taken by all Employees annually, subject to the following:

- a) All Employees shall be entitled to carry over **forty (40) hours of vacation credits**.
- b) In special circumstances, or certified illness, the Employer may approve the carry-over of an additional **forty (40) hours of vacation credits**.

18.06 Vacation Period/Posting/Scheduling

- a) Projected accumulated vacation credits for all Employees shall be posted during the month of February of each year and will be subject to verification in accordance with vacation credit entitlement determined on the vacation cut-off date of March 31st of each year.
- b) Employees will indicate their choices of dates for the vacation year by April 1st of each year.
- c) Vacation schedules shall be posted by April 15th of each year. Once posted, these dates cannot be changed without mutual consent of the Employee and the Employer, except in extenuating circumstances. It is understood that credit entitlement is subject to verification after the accrual year ending March 31st.
- d) If an Employee has still not scheduled unexpended vacation credits by January 15th, the Employer will meet with the Employee in order to determine the dates for vacation to be utilized. It is understood that all vacation credits must be used in the vacation year, unless carry-over has been approved.
- e) Annual vacation time shall be regulated on a mutually agreed basis. In the case of disagreement, seniority shall govern within the work area. However, Employees who do not request vacation time before April 1st of each year shall forfeit their right to use seniority. Disputes after this date shall be governed on a first-come, first-served basis.
- f) An Employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed upon between the Employee and the Employer. Employees shall be able to utilize up to seven (7) days of vacation time to be taken in periods of one (1) day or more, provided it does not interrupt previously scheduled holidays of other Employees.

18.07 Employees Called Back from Vacation

An Employee shall only be called back in emergent circumstances from her/his vacation and shall be paid at the rate of double (2X) the regular rate of pay for all hours worked. Such vacation days so worked shall be rescheduled.

When the appropriate Employer designate requires an Employee to cancel scheduled vacation as provided in Article 18.06, the Employee shall immediately notify the Employer of any associated unrecoverable costs that the Employee will experience. Such costs incurred as a result of the cancellation shall be reimbursed by the Employer upon submission of receipts.

18.08 Leave During Vacation

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

- a) granted bereavement leave, or
- b) granted sick leave as a result of hospitalization in a provincially approved hospital; or
- c) granted sick leave for an illness which would confine the Employee for a duration of more than three (3) scheduled days, as verified by a medical doctor, or
- d) granted sick leave immediately prior to commencing her/his scheduled vacation and such illness continues into the period of scheduled vacation, as verified by a medical doctor;
- e) granted other approved leave of absence;

the period of vacation so displaced shall either be added to the vacation period if requested by the Employee and approved by the Employer, or reinstated for use later.

18.09 Statutory Holidays Within Scheduled Vacation Period

When a recognized Statutory Holiday falls during an Employee's scheduled vacation period, it shall be recognized as a Statutory Holiday and the day on which the Statutory Holiday occurs shall not be deducted from the Employee's eligible vacation period.

18.10 Vacation Pay on Termination

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

ARTICLE 19 – SICK LEAVE

19.01 Definition of Sick Leave

“Sick Leave” means the period of time an Employee is unable to work a scheduled shift(s) by virtue of being sick or disabled or because of an accident or illness not covered by Worker's Compensation.

19.02 Accumulation of Sick Leave Credits

Full-time Employees shall accumulate credits at the rate of one and one-quarter (1¼) days sick leave for each full month worked to a maximum accumulation of one hundred and ninety (190) working days. Employees who currently have sick leave credits in excess of one hundred and ninety (190) working days will be allowed to retain their accumulation, but not accrue further credits. If the Employee's accumulation falls below one hundred and ninety (190) working days, they will be able to accrue credits again up to a maximum of one hundred and ninety (190) working days.

- a) **Other than full-time Employees shall accumulate sick leave credits as follows:**

$$\frac{\text{Number of Hours Eligible For Entitlement}}{\text{Full Prescribed Hours Per Year}} \times 15$$

= Sick Leave Credits

- b) Hours eligible for entitlement shall include paid hours, exclusive of overtime, plus other unpaid leaves (refer to Article 17 – Leaves of Absence).

Information concerning an Employee's accumulated sick leave credits shall be made available to all Employees annually.

19.03 Notice of Illness

An Employee who **will** be absent from duty on account of sickness or injury, shall notify her/his immediate supervisor, **at least one hour prior to the commencement of the scheduled shift**, indicating the nature and expected duration of such illness. **No Employee shall be entitled to benefits for time previous to such notification unless the delay shall be shown to be unavoidable.**

19.04 Deduction from Sick Leave Credits

- a) Full-time Employees deduction from sick leave credits shall be made from accumulated sick leave for all normal working hours absent for sick leave subject to Article 19.02.
- b) OTFT Employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period, access to accrued sick leave credits will be based on the average number of hours worked in the twelve (12) months preceding the illness or their letter of appointment, whichever is greater.

19.05 Statutory Holidays During Sick Leave

Statutory Holidays designated in Article 16.01 occurring during the period when an Employee is on sick leave shall not be charged against the Employee's sick leave credits.

19.06 Verification of Illness

Medical verification may be requested from an Employee claiming sick leave. Where such is required, the Employee shall be notified during the illness that medical verification is required upon the Employee's return to work.

19.07 Medical Examination

If pre-employment or subsequent medicals or immunizations should be required by the Employer or current legislation, time lost due to such requirements shall not result in loss of pay or sick leave credits.

Where the Employer requires an Employee to have a medical examination, any costs of the examination shall be paid by the Employer.

19.08 Third Party Claims – Employer’s Right of Subrogation

An Employee who is unable to work because of illness or disability resulting from circumstances entitling her/him to entitlements or benefits from a third party shall not be eligible for sick leave during the period of such entitlement. The Employer, instead of paying benefits under sick leave, may authorize advances or loans to such Employee from the Employee’s accumulated sick leave credits. The advances or loans shall not exceed the Employee’s current accumulation of sick leave credits and shall be repaid out of entitlements or benefits, if any, paid to the Employee by the third party. The Employer, upon authorizing such advance or loan is deemed to be an assignee of and is subrogated to all rights of recovery of the Employee from a third party to the full extent of the entitlements paid or payable to the Employee pursuant to the advance or loan authorized. Sick leave credits used for an advance or loan shall be reinstated as determined by any recovery of entitlements or benefits by the Employer.

19.09 Sick Leave Benefits During Maternity Leave

An Employee who has medically substantiated need to be absent from work for health reasons related to pregnancy either before, on or after the date of delivery, shall be allowed to access accumulated sick leave credits. The Employee shall provide the Employer with a medical certificate to substantiate the request.

19.10 Immunization

Time lost as a result of immunization, as required by the Canadian Immunization Guide and Centre for Disease Control, shall not result in loss of pay or loss of sick leave credits.

ARTICLE 20 – WORKERS’ COMPENSATION

20.01 Workers’ Compensation Benefits

When an Employee is absent as a result of an accident or illness in connection with the Employee’s employment and benefits are being paid by 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. In no event will the amount paid to the Employee be less than the amount the Employer receives from the Workers’ Compensation Board.

The following procedure shall be used to implement the foregoing:

1. When an Employee has applied for Workers’ Compensation benefits, the Employer will continue to pay the Employee her/his regular net pay for a period not to exceed one (1) year.

2. The hours paid for part-time and relief/casual Employees receiving Workers' Compensation benefits shall include all paid hours (e.g. regularly scheduled hours, additional casual hours, vacation hours, sick hours, Statutory Holiday hours and paid leaves of absence) excluding overtime and other premium payments, and shall be based on the previous fifty-two (52) week period.

Where the Employee's status (full-time, part-time, casual) has changed within the fifty-two (52) week period, the calculation of hours paid will be based upon the period of time since the date of change to the Employee's status at the time the Workers' Compensation claim is initiated.

3. The Workers' Compensation cheque will be made payable to the Employer.
4. Should the Employee's claim be disallowed by Workers' Compensation, then any money so paid will be either charged against sick time, or if the Employee has no sick time, the amount so paid will be recovered from the Employee and the Employee may apply for benefits from the SGEU Disability Income Plan.
5. At year end, the Employee's gross earnings will be adjusted by the amount paid by the Workers' Compensation Board. The Employment Insurance and Canada Pension Plan deductions will be recalculated based on the adjusted gross pay and the difference is to be refunded to the Employee by the Employer.
6. Employees absent as a result of a compensable accident or illness under this Article shall not be paid for Statutory Holidays but for the first year shall accumulate sick leave credits and vacation credits. However, vacation credits accruing during receipt of WCB benefits may only be accessed once such Employee has returned to regular employment outside the auspices of a graduated return to work program sponsored by the WCB.

Employees shall accumulate seniority for the entire period of a WCB claim.

ARTICLE 21 – TECHNOLOGICAL CHANGE

21.01 Technological Change

For the purpose of this Article "Technological Change" shall be defined as:

- the introduction of new equipment;
- a change(s) in operating methods;
- a dissolution of department(s);

which will result in certain job classifications no longer being required; or

- the merger/transfer/consolidation of work from one or more locations in the Health District;
- the complete closure of a facility/agency;

which will result in the dislocation, reduction or demotion of a significant number of the existing workforce.

The Employer shall provide the Union with at least ninety (90) calendar days' notice of a technological change, except that by mutual agreement between the Union and the Employer, the notice period may be adjusted to suit individual circumstances.

Upon notification of a technological change the Union and Employer will commence discussion as to the effect on the existing workforce and the application of this Article.

During the above-mentioned implementation and transitional period, affected Employees will maintain their rate of pay.

The rates of pay for any new classifications created as a result of a technological change shall be negotiated in accordance with Article 12.02-Employer Initiated New or Revised Classification.

All new positions created as a result of a technological change shall be posted in accordance with Article 11.01 Vacancies and New Positions. Any training or retraining required to fill the new positions shall be provided by the Employer at the Employee's regular rate of pay.

A reduction in the work force caused by a technological change shall be carried out in accordance with Article 13 – Layoffs and Re-employment.

In the event of a merger/transfer/consolidation of work, Employees shall have the right to relocate with the work, in order or seniority, to the extent that such positions are available at the new location.

21.02 Severance Pay

An Employee who terminates employment **from the Health District** as a result of the reasons indicated in Article 21.01 shall receive Severance Pay in the amount of:

40 Hours X District Seniority Hours Divided by 1948.8 X Rate of Pay Applicable to the Position Terminated From.

ARTICLE 22 - PAY ADMINISTRATION

22.01 Rates of Pay

Subject to Article 12 - Classifications, effective on the dates indicated, the hourly rates of pay contained in Schedule "A", attached hereto and forming part of this Agreement, shall be the rates of pay for all Employees covered by this agreement.

22.02 Pay Periods

Employees shall be paid actual earnings on a bi-weekly basis, except as mutually agreed otherwise between the Union and Employer.

22.03 Deductions

Deductions shall be made as required by Federal and Provincial legislation and, except as otherwise provided for in this Agreement, no other deductions may be made without the written consent of the Employee concerned.

22.04 Employer Error

Where the Employer directs the Employee to take time off in error, the Employer shall not penalize the Employee by deducting pay or vacation or by directing the Employee to take time off.

22.05 Increments

a) Standard Increments

Full-time Employees shall be eligible for increments annually from their date of employment, promotion or reclassification, except when a leave of absence is for more than thirty (30) calendar days, in which case an adjusted increment date shall be established consistent with the period of leave taken.

OTFT part-time and OTFT casual Employees shall receive one half (1/2) of the annual increment received by full-time Employees, when they worked one half (1/2) of the hours worked in a year by a full-time Employee or after one (1) year since the date of employment, promotion, reclassification or receiving the last increment, whichever occurs later. An increment to the full step shall be granted when the OTFT part-time or OTFT casual Employee has worked the full prescribed hours worked in a year by a full-time Employee.

Increments shall be provided in the applicable pay range consistent with the above until such time as the Employee has achieved the maximum step in the pay range.

Eligible hours for earning increments include:

- All paid hours including vacation and Statutory Holiday pay but excluding overtime;
- All hours for leave of absence with pay;
- Hours for an authorized leave of absence without pay for thirty(30) calendar days or less;
- Hours absent while on Workers' Compensation benefits; and
- All hours absent for leave granted under Article 17.03 - Union Leave.
- Hours on lay-off up to thirty (30) calendar days.

b) Increments for Employees Working Multiple Positions

i. Same Pay Grade

An Employee who works multiple positions where the classification of two or more of those positions fall within the same pay grade shall receive increments on the basis of the combined hours worked of positions classified in the same pay grade.

ii. Different Pay Grade

Employees who work multiple positions where the classification of those positions fall within different pay grades shall receive separate increments for each position classified in different pay grades, subject to a) above.

c) Start Rate of Pay For Second and Subsequent Positions

i. Same Pay Grade

The rate of pay of an Employee who commences work in a second or subsequent positions, where the classification of such position falls within the same pay grade as a position currently held by the Employee, shall be the same rate of pay as the position currently held.

ii. Different Pay Grade

The rate of pay of an Employee who commences work in a second or subsequent position, where the classification of such position falls within a different pay grade shall be placed at the rate which is equivalent to their current rate or if no equivalent rate exists, to the rate nearest their current rate.

ARTICLE 23 - GENERAL PROVISIONS

23.01 Transportation Allowance

- a) Employees who are called back to work and require transportation, will use either the taxi company designated by the Employer and will charge the return fare to the Employer, or where Employees are required or choose to use their own mode of transportation, they shall be paid a transportation allowance of (\$0.30) per kilometer south of the 54th parallel and (\$0.3406) North of the 54th parallel, with a minimum of three dollars and fifty cents (\$3.50) per round trip.

Effective April 1, 2002, the transportation allowance shall be (\$0.32) per kilometer south of the 54th parallel and (\$0.3506) per kilometer north of the 54th parallel with a minimum of four dollars and fifty cents (\$4.50) per round trip.

- b) When an Employee is requested and agrees to use her/his own automobile for the Employer's business after the normal travel to work and before travelling home from

work, such Employee shall be paid a transportation allowance of thirty cents (\$0.30) per kilometer with a minimum of three dollars and fifty cents (\$3.50) per round trip.

Effective April 1, 2002, the transportation allowance shall be (\$0.32) per kilometer south of the 54th parallel and (\$0.3506) per kilometer north of the 54th parallel with a minimum of four dollars and fifty cents (\$4.50) per round trip.

c) Time and Travel for Home Care Employees

Home Care Employees who use their own automobile shall be paid a transportation allowance of thirty (\$0.30) per kilometer with a minimum of three dollars and fifty cents (\$3.50) per day. An Employee assigned to rural clients (outside of town/village limit), in any given work day, shall receive transportation allowance, plus her/his regular rate of pay for actual time spent traveling to the first client of the day and from the last rural client of the day, to her/his designated base or home, whichever is closer.

Effective April 1, 2002, transportation allowance shall be thirty-two cents (\$0.32) per kilometer south of the 54th parallel and (\$0.3506) per kilometer north of the 54th parallel with a minimum of four dollars and fifty cents (\$4.50) per day.

Effective date of signing, a Home Care Employee called out on a third occasion in a twenty-four (24) hour period, and with a break in excess of one hour, shall receive an additional compensation of \$4.50 for transportation.

Effective April 1, 2002

The kilometer rate shall be adjusted by the same percentage as the Saskatchewan Transportation Index (SPTI) published by Statistics Canada for the review periods. The adjustment will be rounded off to the nearest one hundredth (1/100) per cent. The base index is the October 2001 SPTI and the base rate shall be thirty-two (\$0.32) cents per kilometer south of the 54th, and \$.3506 per kilometer north of the 54th. Review periods and adjustment effective dates shall be as follows:

<u>REVIEW PERIOD</u>	<u>EFFECTIVE DATE OF ADJUSTMENT</u>
Base to March 2002	June 1, 2002
Base to October 2002	December 1, 2002
Base to March 2003	June 1, 2003
Base to October 2003	December 1, 2003

23.02 Reimbursement for Reasonable Expenses - effective April 1, 2002

The Employer shall reimburse Employees for reasonable expenses incurred by them on authorized Employer business. The Employees on the basis of Employer policy direction shall supply receipts for expenditures.

a) **Accommodation:**

Where an Employee is on authorized Employer business beyond their designated headquarters, town or city limits, the Employee shall be allowed reasonable expenses on the following basis:

Hotel - Employer approved hotel accommodation supported by receipts.

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

b) Meals:

An Employee required to travel more than 20 kilometers beyond her/his designated headquarters, town or city limits will be paid on the following basis:

Actual charges supported by receipts up to the following maximum amounts.

Breakfast	\$ 7.00
Dinner	\$13.00
Supper	\$16.00

Note – The above rates include GST and meal gratuities.

A flat rate of \$7.00 will be paid where no receipt is provided.

23.03 Personal Property Loss

An Employee's personal property loss or damage caused by the action of a patient/client/resident shall be replaced or repaired at the expense of the Employer to a maximum of seven hundred dollars and fifty (\$750.00), subject to integration with one hundred percent (100%) coverage by the 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.

23.04 Compensation for Post Mortem

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

23.05 Proper Accommodation

The Employer agrees to make every reasonable effort to provide proper accommodation for Employees to have meals and store and change their clothes. The Employer agrees to provide suitable accommodation that is not directly accessible to the public to allow Employees to store personal effects and clothing worn to and from the workplace.

23.06 Tools and Equipment Supplied

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

23.07 Uniforms

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

23.08 Sharing Cost of Printing Agreement

The parties to this agreement shall agree upon the printer of the Collective Agreement. Each party shall determine the number of collective agreements it requires and shall be responsible for the printing cost of such copies.

23.09 Bulletin Boards

Suitable bulletin boards for the use of the Union shall be provided by the Employer and located in appropriate places easily accessible and conspicuous to the Employees concerned.

23.10 Updating Personal Information

a) Responsibility to Inform Employer and Union

It shall be the responsibility of the Employee to notify the Employer of any change in the Employee's name, marital status, mailing address, telephone number, bank account number or beneficiary.

b) List of Names and Addresses to the Union

The Employer agrees to provide the Provincial Union Office and **the Local Union Bargaining Committee Member and the SGEU Staff Representative** with an up-to-date list of Employee names, and last known telephone number and mailing address by March 1st of each year.

23.11 Office Space

Where office space is currently provided to the Union, the Employer shall continue to make it available. Future requests by the Union for office space shall be considered by the Employer and provided where reasonably feasible.

23.12 Personnel Policies

When Personnel Policies are developed and/or revised, the Employer will provide a copy to **the Local Union Bargaining Committee Member and the SGEU Staff Representative**.

23.13 Professional Fees

Effective April 1, 2003, the Employer shall reimburse eligible Employees to a maximum of one hundred and fifty (\$150.00) dollars annually for costs associated with professional or licensing fees that Employees are required to pay by either statute or the Employer.

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

ARTICLE 24 - NO DISCRIMINATION/ NO HARASSMENT

This Article is not intended to limit access to rights or provisions under the *Saskatchewan Human Rights Code*.

24.01 No Discrimination

The Employer and the Union agree that, subject to bona fide occupational requirements and/or any exemption 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 age (subject to mandatory retirement provisions), race, creed, color, national origin, political or religious affiliation, sex, marital status, sexual orientation, physical or mental disability, place of residence, or activity in the Union.

24.02 No Racial, Ethnic, Personal, Gender Harassment

a) Workplace to be Free of Racial, Ethnic, Personal and Gender Harassment

The Union and the Employer recognize the right of Employees to work in an environment free of racial, ethnic, personal and gender harassment. It is further agreed that the Union and the Employer will work together in recognizing and dealing with such problems should they arise.

b) Examples of Racial, Ethnic, Personal and Gender Harassment

Racial, ethnic, personal and gender harassment may manifest itself by:

- unwelcome remarks, jokes, innuendoes or taunts of a sexual, racial or ethnic nature;
- displaying materials, graffiti or pictures that degrade one's race, ethnic background or gender;
- refusing to work with a person or excluding them from work activities, because of their race, ethnic background or gender;
- insulting gestures, jokes, disparaging written materials based on race, ethnic background or gender that cause embarrassment or humiliation; or
- inappropriate touching or seeking of sexual favors.

c) Personal Harassment

Is an unsolicited, unwelcome, disrespectful or offensive behavior directed at another person. These actions may be identified as repeated, intentional and deliberately designed to demean or belittle and/or cause personal humiliation.

d) Objectionable Behaviour

Racial, ethnic, personal and gender harassment refers to behaviours that are not welcome, not reciprocated and that the harasser knew, or should have known, was objectionable.

e) Requirement for a Policy

It is recognized that a policy addressing racial, ethnic, personal and gender harassment has been developed in consultation with the Union and other unions in the Health District. The Employer and the Union agree to work together to ensure that the policy is maintained and communicated.

f) Subject to Discipline

An Employee who engages in racial, ethnic, personal or gender harassment shall be subject to discipline.

g) Incidents Occurring Away From the Workplace and/or Outside Working Hours

Racial, ethnic, personal or gender harassment may not necessarily be limited to incidents occurring at the workplace or during regular working hours. As such the policy referred to in e) above shall consider reasonable measures to deal with incidents occurring away from the workplace or outside of working hours involving Employee, Employer, client, resident, patient or visitor behaviour provided such arises out of the employment relationship.

ARTICLE 25 – OCCUPATIONAL HEALTH AND SAFETY

This Article is not intended to limit access to the *Occupational Health & Safety Act and Regulations*.

25.01 Occupational Health and Safety Committee

There shall be an Occupational Health and Safety Committee at each facility/agency throughout the Health District consisting of representation from Unionized Employees and Management. The parties agree to co-operate in the establishment and ongoing function of this committee.

25.02 Duties of Committee

Each Occupational Health and Safety Committee shall hold meetings and regular inspections to deal with all unsafe, hazardous or dangerous conditions. Wherever possible, committee

meetings shall be scheduled during normal working hours. Attendance at committee meetings or committee training courses shall be without loss of pay.

Minutes of all committee meetings and inspection reports shall be posted in the workplace with copies provided to the Employer, Co-Chairs and Occupational Health and Safety Branch of Saskatchewan Department of Labour.

Joint Occupational Health and Safety Committees may recommend where training might be warranted or may recommend training measures designed to prevent occurrences of occupational health and safety problems related to the work place.

25.03 Referral of Safety Concern

An Employee or a group of Employees who have a health or safety concern should endeavor to resolve the concern by first referring the concern to the immediate out-of-scope supervisor, who will investigate and take remedial action. If the concern is not resolved, it may be referred to a member of the Occupational Health and Safety Committee.

25.04 Safety Measures

Employees shall be supplied with and required to use all necessary tools, safety equipment, and protective clothing as required by the Employer and/or Occupational Health and Safety Regulations.

25.05 Right to Refuse Dangerous Work

Employees may refuse to do any particular act or series of acts, where they have reasonable grounds for believing it could be unusually dangerous to their health and safety or that of their co-workers, until steps have been taken to resolve the matter or until the Occupational Health and Safety Committee or an Occupational Health and Safety Officer has investigated and advised otherwise. The worker may not be discriminated against by reason of the fact that she/he has exercised this right. An Employer may, however, temporarily assign the Employee alternate work, at no loss in pay, until the matter has been resolved.

25.06 Violence in the Workplace

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

To that end, the following shall apply:

a) Definition of Violence

Violence shall be defined as 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 give a worker reasonable cause to believe that the worker is at risk for injury.

b) Violence Policy

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

ARTICLE 26 – NURSING POLICY COMMITTEE

26.01 Establishing a Nursing Policy Committee

Where the Employer establishes a workplace committee to deal with nursing policies or procedures, the Employer agrees to have representation on the committee from Licensed Practical Nurses, Special Care Aides, Home Health Aides and Therapies.

26.02 Committee Can Not Amend Collective Agreement

A committee dealing with nursing policies or procedures shall not have jurisdiction to add to, subtract from, or amend any provision in this Agreement. The Committee shall not supercede the activities of any other committee of the Union or of the Employer.

ARTICLE 27 - RETIREMENT

27.01 Retirement Date

The retirement date of all Employees shall be the first (1st) day of the month coincident with, or immediately following the attainment of the age sixty-five (65). Employees may retire before age sixty-five (65) with full or reduced pensions stipulated in their Pension or Superannuation Plan.

ARTICLE 28 – EMPLOYEE BENEFIT PLANS

28.01 Group Life Insurance Plan

A Group Life Insurance plan with terms, conditions and benefits administered by the Saskatchewan Association of Health Organizations shall be provided whereby the Employer (using the Employee's share of the Employment Insurance Rebate) shall pay for the first nine thousand dollars (\$9,000.00) coverage for all eligible Employees except students. For all students the coverage shall be two thousand dollars (\$2,000.00).

Effective April 1, 2003

A Group Life Insurance plan with terms, conditions and benefits administered by the Saskatchewan Association of Health Organizations shall be provided whereby the Employer (using the Employee's share of the Employment Insurance Rebate) shall pay for the first **twenty-five** thousand dollars (**\$25,000.00**) coverage for all eligible Employees except students. For all students the coverage shall be two thousand dollars (\$2,000.00).

28.02 Pension Plan

A Pension plan with terms, conditions and benefits administered by the Saskatchewan Association of Health Organizations shall be provided whereby the Employer shall pay and deduct premiums in accordance with the terms of the Plan.

This provision shall not apply to Employees who are currently participating in a pension plan other than the SAHO plan. In such instances the Employer shall, insofar as reasonably possible, and in accordance with the terms and conditions, maintain that plan for that Employee.

28.03 Dental Plan

A Dental plan with terms, conditions and benefits administered by the Saskatchewan Association of Health Organizations shall be provided whereby the Employer shall pay the full cost of the premiums.

28.04 Enhanced Medical/Dental Plan

Effective April 1, 2000, the Employer shall provide an Enhanced Medical/Dental Plan with the total Employer premiums capped at a maximum of two and one-tenth percent (2.1%) of straight time payroll.

28.05 The Employee & Family Assistance Program

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

ARTICLE 29 - ACCESSING AND PORTABILITY OF BENEFITS

29.01 Working In More Than One Location

An Employee who works in more than one (1) location within the Health District shall accrue and access benefits (sick leave, vacation time and vacation pay) and access to the Health and Welfare Plans (Pension, Dental, Group Life, Extended Medical/Dental) as if she/he worked at a single location for all paid hours.

29.02 Relocating Within The District

An Employee who relocates within the Health District pursuant to the terms of this Agreement shall transfer unused sick leave credits, vacation credits and most recent vacation accrual rate.

ARTICLE 30 - NORTHERN DISTRICT ALLOWANCE

30.01 Northern District Allowance

In addition to other pay and allowances provided by the Collective Agreement, Employees shall be paid Northern District Allowance biweekly in accordance with the following table:

- *Location 1 – La Loche, Turnor Lake*
- *Location 2 - Ile a la Crosse, Patuanak, Michel Village, Sandy Bay, Pinehouse Lake*
- *Location 3 - Buffalo Narrows*
- *Location 4 – Beauval, Jans Bay, Cole Bay, Dore Lake, Sled Lake, Weyakwin*
- *Location 5 – Creighton, Green Lake, Denare Beach*
- *Location 6 - La Ronge*

Location	October 1, 2001	October 1, 2002
1	\$103.50	\$106.00
2	\$103.50	\$106.00
3	\$93.50	\$96.00
4	\$57.50	\$59.00
5	\$47.00	\$48.00
6	\$39.00	\$40.00

The allowance shall be prorated for other than full time Employers.

30.02 Increase in Northern District Allowance

In addition to the above allowances, Employees shall receive any increase in the biweekly Northern District Allowance in accordance with SGEU/PSC rates.

Monetary Terms

- **Three (3) percent general wage increase effective April 1, 2001.**
- **Three (3) percent general wage increase effective April 1, 2002.**
- **Three (3) percent general wage increase effective April 1, 2003.**

Note on retroactivity:

All Employees on staff as of May 6, 2002, shall be eligible for retroactive wage adjustments, based on all paid hours at any workplace in the Health District.

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

**Pro Forma
LEAVE REQUEST FORM**

Employee Name	Department Name	Date

<i>Check one</i>	Vacation	TIL	Statutory Holiday
Effective Date(s)			

LEAVE OF ABSENCE			
	LEAVE WITH PAY		LEAVE WITHOUT PAY
	Family Leave		Maternity/Paternity/Adoption
	Medical Leave		Pressing Necessity
	Union		Mourner's Leave
	Education		Public/Professional Office
	Bereavement		Long Service
	Jury/Court		Parental
	Other		Other (Explain in Reason/General Remarks)

DURATION OF LEAVE OF ABSENCE			
	Hour(s)	Day(s)	Month(s)
Effective Date(s)			
Expected Return Date:			

Reason/General Remarks:

Employee: _____

Coordinator/Supervisor/Director of Human Resources: _____

POLICY RE: WORKERS' COMPENSATION BOARD

Employee Status During and After WCB Claims

When Employee's WCB benefits are discontinued and the Employee is unable to return to their own job, the first consideration will be a review of the file to determine whether application should be made for SGEU- LTD. benefits. If the procedure is not deemed appropriate or if the LTD claim is rejected, the following procedure should be undertaken:

1. The Employer, Employee and the Union will review the Employee's qualifications and capabilities including particular limitations and/or restrictions.

The Union's role in the review process is for the sole purpose of determining the qualifications and capabilities of the Employee.

2. Where no job is immediately available the Employee will be placed on LOA and considered for any vacancy which occurs for which the Employee is qualified and capable. When such vacancy occur, the Employer will, prior to normal posting procedures, contact the Union to determine if the vacancy is to be posted.

The length of the LOA will depend on the following:

- a) The nature of the work for which the Employee is qualified for and capable of doing and the frequency with which such positions are likely to become available.
 - b) The length of service of the Employee (seniority).
 - c) Leaves of absence will normally be one year and may be extended if no suitable positions are available.
 - d) Wherever possible, an Employee must be offered at least one (1) position for which the Employee is qualified and capable prior to termination of LOA.
3. The position vacated by the Employee will be posted and filled on a permanent basis.

If it is not possible during the period of leave of absence for the Employee to be placed in a suitable position, the Employee will be terminated. The Employee shall have access to the provisions of the retirement pension and group life plans subject to the terms of the respective plans.

During an established WCB claim, the Employee will be required to contact the Employer at least every six months in order to enable the Employer to update the status of the claim as well as discussing items of mutual concern.

LETTER OF UNDERSTANDING - #1
Between
Saskatchewan Association of Health Organizations
And
The Saskatchewan Government and General Employees Union

Re: Employment Security

The parties agree to enhance the employment security of all Employees in the bargaining unit and to work jointly to seek efficiencies and cost savings in order to avoid job abolition.

At the first meeting following January 1st each year, the District Union/Management Committee will review and discuss employment security, to ascertain the extent to which employment security can be provided in the next budget year.

In the face of possible job loss as a result of budgetary downsizing, transfer of services or contracting out, the Employer and the Union agree to take the following steps as alternatives to job loss:

- District Union/Management Committee to review to identify alternative cost savings to avoid job abolition;
- examine feasibility of retraining affected Employees for available jobs;
- allow greater flexibility in transfer, demotion, or redeployment provisions prior to job loss;

If the foregoing does not prevent job loss, the following will apply:

On Budget Downsizing:

1. Canvass Employees wishing to access early retirement, leave of absences or voluntary resignations and/or access career assistance options as may be available.
2. Bumping process.

On Transfer of Services:

1. All possible options will be explored by the Employer to maintain employment within the Health District for those Employees that request it upon notification of a transfer of services.
2. If transferred, the Employee's name will be maintained on a re-employment list for up to three (3) years.
3. The collective agreement will be transferred with the Employees in accordance with the Trade Union Act.
4. On transfer, where an Employee's job is changed such that it is tantamount to a job abolition, the Employee may choose to access early retirement, leave of absence, voluntary resignation and access career assistance options as may be available.

On Contracting Out:

It is not the intention of the Employer to enter into new contracting out of work arrangements that directly result in the loss of any full-time or OTFT part-time or OTFT Home Care Employee's employment during the term of the collective agreement. However, if it becomes necessary to contract out, the following principles will apply:

- The Employer will endeavor to avoid contracting out work that can be done by Employees of the Health District in an effective, efficient manner within the operational time constraints of the work. The Employer is prepared to receive submissions from the District Union/Management Committee and the Union in this regard.
- The Union will be provided with as much notice as possible, with a minimum of thirty (30) calendar days notice and an opportunity to discuss any planned intent to contract out except in emergent circumstances.
- Existing historical employment practices related to contracting work out will not be restricted by this provision, however, in reviewing new and existing contracting out, where it may be feasible that the work can be performed by Health District Employees, the parties agree to work together in accomplishing this goal.
- When contracting out bargaining unit work, the Employer will endeavor to ensure no full-time or OTFT part-time or OTFT Home Care Employee will lose employment as a direct result of contracting out.
- Employees affected will have access to lay-off provisions of the collective agreement.
- Employees on recall as a result of contracting out will have their names maintained on the re-employment list for three (3) years.
- The Union is prepared to examine ways to deal with barriers that cause the Employer to contract out work due to a lack of flexibility. The parties will work together to keep this work within the Health District and SGEU Collective Agreement.
- The Parties agree to examine training opportunities to avoid long term contracting out situations.

LOU #1

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Bonnie Erickson
Bonnie Erickson (Parkland CC)
North Central Health District

Penny Dziki
Penny Dziki
Mamawetan Churchill River Health District

Mona Laurans
Mona Laurans (Chateau)
North Central Health District

Peggy Becker
Peggy Becker (Home Care)
North Central Health District

Dennis Favel
Dennis Favel
Keewatin Yatthé Health District

Bert Worman
Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General
Employees Union

LETTER OF UNDERSTANDING - #2
Between
Saskatchewan Association of Health Organizations
And
The Saskatchewan Government and General Employees Union

Re: Extended Twelve (12) Hour Shift Schedule
North Central Health District, Mamawetan Health District, Keewatin Yatthé Health District

The parties agree to the following modified shift schedule provisions for Employees wishing to work an extended twelve (12) hour shift schedule.

An extended shift schedule may only be implemented at the request of the Employees in a Unit/Program/Department and with the approval of the Employer. If agreed to, the Employer and the Local Union shall sign a pro forma Letter of Understanding setting out the agreement of the parties to allow an extended twelve (12) hour shift schedule for the specific group of Employees.

The extended shift schedule shall be for a trial period of six (6) months. Both the Employer and the Employees shall provide the other party with a minimum of ninety (90) days notice of intent to terminate the extended shift schedule during the trial period. If the Employees and the Employer agree to extend the modified shift schedule beyond the trial period, the same provisions regarding termination of it, as stipulated in the trial period, shall apply. An orderly return to an eight (8) hour shift schedule shall then be agreed upon.

The extended shift schedule shall ensure:

- The Employer incurs no additional cost.
- 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. It is agreed that eleven point seven eight (11.78) hours shall be equivalent to eleven (11) hours and forty-seven (47) minutes. 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. The twenty-eight (28) day period shall total one hundred and forty nine point three three (149.33) hours of work.
- Overtime shall be paid for all time worked in excess of eleven point seven eight (11.78) hours or eight (8) hours respectively, in a day, as per Article 15.12 and/or all time in excess of one hundred and forty nine point three three (149.33) hours in an identified twenty eight (28) day period.
- Each extended shift of eleven point seven eight (11.78) hours shall be:
 - Inclusive of three (3) paid fifteen (15) minute rest periods, and
 - Exclusive of one (1) unpaid forty-five (45) minute meal period.

Each shift of eight (8) hours shall be:

- Inclusive of two (2) paid fifteen (15) minute rest periods, and
- Exclusive of one (1) unpaid thirty (30) minute meal period.
- No more than four (4) consecutive eleven point seven eight (11.78) hour shifts shall be scheduled, other than by mutual agreement between the Employer and the Employee.
- No less than two (2) consecutive days off.
- Every second weekend off or no more than two (2) consecutive weekends worked and two (2) weekends out of four (4) off, unless mutually agreed otherwise.

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

- Shift premiums as per Article 15.07 shall be paid for all hours worked between 1500 and 0800 hours.
- For Statutory Holidays falling on an Employee's day off, the Employee shall receive an eight (8) hour day off with pay.

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

All hours worked on a Statutory Holiday by an Employee working an extended shift schedule shall be paid at the rate of one point five (1½) times. A day off in lieu of working the Statutory Holiday shall be an eight (8) hour day.

NOTE: The terms of this Letter of Understanding shall not alter the terms of existing extended shift arrangements.

LOU #2

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Bonnie Erickson
Bonnie Erickson (Parkland CC)
North Central Health District

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Tom McKnight
Saskatchewan Government and General
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LETTER OF UNDERSTANDING - #3
Between
Saskatchewan Association of Health Organizations
And
The Saskatchewan Government and General Employees Union

Re: Job Share

Where operationally feasible, job share arrangements are intended to provide full-time Employees with an opportunity to balance their hours of work with their personal needs.

In the interest of providing job-sharing opportunities to Employees of the Health Districts, the following provisions shall apply:

1. Definition

Job sharing shall be defined as the voluntary and temporary sharing of a full-time position by two (2) Employees, one (1) of whom is the permanent incumbent of the full-time position. The permanent full-time Employee may request to reduce her/his hours of work by a maximum of 50%.

2. Initiation

- a) A non-probationary or non-trial full-time Employee through a written request to her/his out-of-scope supervisor may initiate a job share request, with a copy sent to the Chair of the Union Bargaining Committee.
- b) A request for job share is subject to approval by the Employer and the Union.

3. Implementation

- a) Following submission of the incumbent Employee's request to job share, and approval by the Employer and the Union, the Employer shall post a courtesy posting in the defined work area in order to fill the other portion of the job share. Selection shall be on the basis of Article 11. The position of the successful applicant shall then be posted and filled on a temporary basis according to Article 11.
- b) The first six (6) months of the job share shall be considered a trial. During this period the Employees or the Employer may discontinue the arrangement by providing a minimum of twenty-one (21) calendar days notice. The position would revert back to full-time and the Employees would return to their original positions.
- c) A job share may continue for up to one (1) year. If the incumbent Employee wishes to extend the job share further, she/he shall provide written notice to the Employer at least sixty (60) days prior to the one (1) year expiration. The request for extension shall be subject to approval by the Employer and the Union. If granted, both job share partners shall be retained and the Employee filling the temporarily vacated position shall also be extended in the position.

If a job share continues for a period of two (2) years, the parties, and the participating Employees, shall meet to discuss matters related to its continuance, including the possibility of a further extension.

- d) If a portion of a job shared position becomes vacant and:
 - i) the remaining partner is the incumbent Employee, the vacated portion of the job may be re-claimed by the incumbent Employee or, if not, shall be posted as a temporary job share per Article 11. If no applications are received from qualified applicants, then the position will revert to full-time. The incumbent Employee will either assume the full-time position or transfer to casual status, in which case the full-time position will be posted.
 - ii) the remaining partner is not the incumbent Employee, then she/he will revert to her/his former position and the full-time position will be posted.
- e) In the event of layoff or displacement, the incumbent Employee will be laid off or displaced as a full-time Employee. The other job share participant will revert to her/his former position.
- f) The incumbent Employee or the Employer may terminate a job share by providing sixty (60) days written notice, with a copy to the Chair of the Union Bargaining Committee. By mutual agreement of the Employer and the Chair of the Union Bargaining Committee, the notice period may be reduced. The participating Employees would then revert to their original positions.

4. Terms

- a) Job sharing shall not cause increased cost to the Employer.
- b) The job shared position shall be treated as if it were a full-time position in respect to scheduling and job description. The hours of work of the position shall not exceed one hundred and twelve (112) hours in a defined three (3) week period.
- c) Absences of the job share partners shall be offered as per Article 15.15 (Relief/Casual Call-In) or Article 11 (Vacancies). If no relief Employees, at regular rates of pay are available, then the other job share partner shall endeavor to provide coverage.
- d) If the job share participants desire, they may request to pick up additional casual/relief shifts.
- e) Terms and conditions of employment for the job share participants, including seniority and benefit plan coverage, shall be as per the Collective Agreement and benefit plan documents for OTFT-part-time Employees. Statutory holiday work and pay will be assigned to the Employees equally, or as otherwise agreed to by the Employees, but will not exceed an amount paid to a single full-time Employee.
- f) The job share participants will be expected to maintain regular communication with each other regarding work activities in order to avoid deterioration in quality services. If the Employees are required to attend work meetings or in-services, each Employee will receive pay at regular rates for the time actually spent at the meeting.

5. Existing Job Share Arrangements

The terms of this article are not intended to alter existing job share arrangements that may be in effect. If a job share partner in an existing job share arrangement terminates her/his partnership, then the terms of this Article would apply for the request by the other partner for renewal, as well as the new job share that might be implemented. Any issues that might arise regarding the maintenance or renewal of existing job share arrangements shall be addressed through discussions between the Employer and the Chair of the Union Bargaining Committee.

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

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Bonnie Erickson (Parkland CC)
North Central Health District

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Tom McKnight
Saskatchewan Government and General
Employees Union

LETTER OF UNDERSTANDING - #4
Between
Saskatchewan Association of Health Organizations
And
The Saskatchewan Government and General Employees Union

Re: Joint Job Evaluation Plan (JJEP)

Purpose:

The parties hereto agree that they are committed to working co-operatively, in partnership, to develop and implement a gender-neutral job evaluation plan for health care. Such plan will be designed to address equal pay for work of equal value and pay equity. It is recognized by the parties, the JJEP fall under the jurisdiction of the Government of Saskatchewan, Equal Pay for Work of Equal Value and Pay Equity, Policy Framework.

Principles:

The parties agree that the following principles will form the basis on which the job evaluation plan is developed and implemented:

1. The parties are committed to the within principles and processes.
2. The parties agree that the JJEP may not be tied to the participation of any other union(s). The Program may operate in conjunction with programs involving other unions or by mutual agreement the parties may agree to the participation of other unions.
3. The parties agree to create a Joint Job Evaluation Steering Committee (JJESC) which shall be comprised of SGEU representatives and an equal number of Employer representatives, and which shall operate by consensus. This committee shall develop and oversee the implementation of the JJEP as set out in this letter of understanding. The JJESC shall act in a leadership capacity with respect to their role and does NOT represent the vested interests of specific groups or occupations or individuals. THE JJESC will have final authority over any issue arising in the development of the JJEP. The parties agree that the appointment of their respective members and the first meeting of the JJESC will occur within 60 days of signing this letter of understanding.
4. This Letter of Understanding commits the parties to agree to a detailed Terms of Reference document for the JJESC, which will expand upon this document, at such time as it is signed. The parties agree that the JJESC's first task will be to develop and recommend to the parties, within 60 days of their first meeting, a detailed Terms of Reference for the JJESC. The Terms of Reference document will be consistent with the principles contained within the Government of Saskatchewan's Policy Framework on Equal Pay for Work of Equal Value and Pay Equity. The Terms of Reference document will cover issues including, but not limited to:
 - quorum of the JJESC
 - role of the JJESC

- development/selection of the JJEP methodology (factors, sub factors, weighting, evaluation/rating of jobs, questionnaire, and other relevant documents, etc.)
 - appeal processes
 - data collection
 - Joint Job Evaluation Committee and any other additional committees and their Terms of Reference
 - Use of consultants/advisors/facilitators
 - All matters related to communications with respect to JJEP
 - Committee training requirements with respect to JJEP
 - Development of an ongoing maintenance process and procedures with respect to job evaluation/classification.
5. The parties agree that every reasonable effort shall be made to complete the development of the gender-neutral job evaluation methodology as soon as possible and no later than 12 months from the date of approval of the JJESC Terms of Reference.
 6. The parties agree that every reasonable effort shall be made to complete the evaluation of the jobs within 24 months of agreement on the gender-neutral job evaluation methodology.
 7. The plan must be provincially administered and costs of the Joint Job Evaluation Steering Committee (JJESC) members in respect to plan development will be borne by a plan development budget.
 8. For the purpose of this job evaluation plan, “equal pay for work of equal value” is deemed to be achieved when the Employer adjusts its compensation practices so that all Employees are assigned to a schedule of pay with the same salary range maximum as other Employees performing work of equal value, or comparable value.

Comparable Value means a range of points within a point-rating job evaluation plan that is determined through joint Union/Management process, to be worth the same pay range.
 9. The parties agree that in the deliberations of the Joint Job Evaluation Committee, job comparisons may be made inside of the bargaining unit or with jobs from other bargaining units in the health care sector (as represented by SAHO).
 10. The JJEP must allow for the review of positions as job responsibilities significantly change or as newly established position, previously not evaluated, are created.
 11. The JJEP must be gender-neutral and be based on factors that measure skill, effort, responsibility and working conditions.
 12. The parties agree that the following protocol will apply with respect to resolution of disputes:
 - i.) Unresolved disputes at the Joint Job Evaluation Committee level shall be referred to the JJESC who shall attempt to resolve the dispute by consensus.
 - ii.) Failing consensus by the JJESC, on matters referred by the JJEC or any other matters relating to the development, interpretation, application or administration of the JJEP, the Committee shall seek the advice of an agreed to, neutral, objective, knowledgeable mediator to encourage and promote a consensus resolution.

- iii.) Failing consensus following mediation stage, the JJERSC shall refer unresolved disputes to a Dispute Resolution Tribunal (DRT), comprised of one Employer appointed representative, one union appointed representative and a DRT Chair chosen by the JJESC from a mutually agree to list of individuals. The jurisdiction of the DRT shall be limited to the matter in dispute as referred by the JJESC. The decision of the DRT shall be final and binding upon the parties.

The parties further agree that this Dispute Resolution protocol must be timely, cost-effective and promote consensus.

13. Employees may appeal the initial allocation of their position to the plan to the JJESC or to a joint appeal body/mechanism, as may be determined by the JJESC.
14. The parties agree that the new JJEP will be implemented.
15. Following completion of plan development, the evaluation and tentative allocation of the jobs, the parties will meet to negotiate the creation of a wage structure, and once the implementation costs are determined, the parties to this letter of understanding shall further negotiate the amount of any equity adjustments and how those adjustments will be phased in over time, allocated and distributed to Employees. The effective date of implementation of the JJEP shall be April 1, 2001. Such equity adjustments shall be a minimum of 1% of straight-time payroll per fiscal year, for the affected groups, during the phase-in period.
16. The Employer assures SGEU, in regards to the implementation of the JJEP, that consistent with the Government of Saskatchewan Equal Pay for Work of Equal Value and Pay Equity, Policy Framework, funding will be available to implement the results of the plan. Salary adjustments resulting from the JJEP are not general increases and shall be separate from economic adjustments.
17. The parties agree to share any materials with each other that are fundamental to the creation of factors, weights, training materials, data collection forms and plan implementation. The parties agree to open communication in their joint and separate activities related to the implementation of the joint job evaluation plan.
18. The parties agree that only those jobs and Employees within the bargaining unit as of the date of implementation of the JJEP, will be allocated to the plan.
19. The parties agree that no Employee's rate of pay shall be lowered as a results of implementation of JJEP.
20. SAHO, upon instructions from the JJESC, shall pay all authorized expenses in relation to the development of the plan from the JJEP budget. Union and management participants in joint job evaluation plan committees will be treated as if at work where attendance shall be with pay, exclusive of overtime and premium pay.

LOU #4

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Bonnie Erickson
Bonnie Erickson (Parkland CC)
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Tom McKnight
Tom McKnight
Saskatchewan Government and General
Employees Union

LETTER OF UNDERSTANDING - #5
Between
Saskatchewan Association of Health Organizations
And
The Saskatchewan Government and General Employees Union

Re: Implementation of Job Evaluation Program

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

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

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Saskatchewan Government and General Employees
Union

LETTER OF UNDERSTANDING - #6
Between
Saskatchewan Association of Health Organizations
And
The Saskatchewan Government and General Employees Union

Re: Employees Working in Department/Services Which Overlap Workplaces

Within ninety (90) days of signing the Collective Agreement, the parties will meet to resolve issues related to Employees working in departments/services that overlap two (2) or more workplaces, but are precluded from functioning in an efficient manner due to the structure of the bargaining unit.

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
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Tom McKnight
Saskatchewan Government and General
Employees Union

LETTER OF UNDERSTANDING - #7
Between
Saskatchewan Association of Health Organizations
And
The Saskatchewan Government and General Employees Union

Re: Consistent Seniority Calculations within the Facilities of
the Health Districts

In the interest of consistency and fairness the parties agree to the formation of a Committee to review and establish an accurate seniority roster for all Employees of the District.

The Committee will be formed within sixty (60) days of signing the Collective Bargaining Agreement to address the seniority issue.

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

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Saskatchewan Association of Health Organizations

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Tom McKnight
Tom McKnight
Saskatchewan Government and General Employees
Union

LETTER OF UNDERSTANDING - #8
Between
Saskatchewan Association of Health Organizations
And
The Saskatchewan Government and General Employees Union

Re: Representational Workforce

1) General Provisions

The parties understand that Aboriginal persons are significantly under-represented in the health care labour force. Subject to available funding, the parties therefore agree to develop, implement, monitor and evaluate initiatives designed to facilitate Aboriginal participation in all occupations in proportion to the provincial working population. Such actions will be complementary to the Collective Agreement.

2) Workplace Preparation

The parties agree to:

- Implement educational opportunities for all Employees to deal with misconceptions and myths about Aboriginal peoples.**
- Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the workforce.**

3) In Service Training

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

4) Accommodation of Spiritual or Cultural Observances

Subject to operational requirements, every reasonable effort will be made to accommodate an Employee in order for them to attend or participate in spiritual or cultural observances required by faith or culture. It shall be incumbent upon the Employee to provide the Employer with reasonable notice of such observances.

LOU #8

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

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Saskatchewan Association of Health Organizations

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Saskatchewan Government and
General Employees Union

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Tom McKnight
Saskatchewan Government and General
Employees Union

LETTER OF UNDERSTANDING - #9
Between
Saskatchewan Association of Health Organizations
And
The Saskatchewan Government and General Employees Union

Re: Progressive Discipline

The parties agree that misdemeanors and performance problems shall be subject to constructive and corrective action.

Corrective Discipline only applies to instances of culpable misconduct; culpable misconduct is behavior that has the following characteristics:

- The Employee knows, or could reasonably be expected to know, what is required.
- The Employee is capable of carrying out what is required.
- The Employee chooses to perform in a manner other than as required.

All information placed on the personnel files in relation to disciplinary action must be reviewed and discussed with the Employee prior to placement on the file and a copy sent to the local union designate.

Coaching and Mentoring

An approach of coaching and mentoring will be used to deal with day to day issues of performance.

If coaching and mentoring by the Employees' supervisor does not result in the desired degree of improvement(s) then formal disciplinary procedures are to be initiated as follows.

1) Verbal Warning

This is an informal meeting with the Employee involved, union representative, supervisor and another management representative. If the Employee declines union representation they shall do so in writing and this shall be kept in the Employee's file. The meeting is intended to discuss concerns with the Employee, outlining what the appropriate behavior should be and the consequence of non-compliance. Either party may keep notes of the meeting(s). The notes shall not be placed on the Employees' personnel file.

2) Written Warning

A written warning is applied when the verbal warning has failed to bring about corrective action. The written warning will contain the following information:

- A description of the misconduct.
- The Employee's explanation of this act.
- Results of management's investigation and decision.
- The behavior that is required in the future.
- The assistance that management is prepared to provide, if any.
- The consequence of non-compliance.

- **Future date of which the Employee's behavior will be reviewed.**
- **The above shall take place in the presence of the Employee and the union representative, unless declined in writing prior to the meeting.**

3) Suspension

This is temporary removal of the Employee from the workplace for a defined period. This step is applied when the first two steps have failed to bring about the desired change of behavior or for a serious first offence. A letter shall be sent to the Employee outlining the details of the suspension.

4) Dismissal

This is the involuntary termination of employment. This will only be implemented for a serious offence where other disciplinary sanctions have failed, or for a very serious first offence, i.e.: theft, assault, serious insubordination, or in the circumstances where the Employee meets the following criteria:

- **The offence and Employees' work record indicate that he is no longer fit for employment.**
- **There is little likelihood that the Employee will rehabilitate himself/herself.**
- **Earlier corrective efforts by management have failed.**

5) In extenuating circumstances, the Health District may forego any step in the above procedure. It is also understood and agreed that this LOU will be utilized in conjunction with Article 8.07.

LOU #9

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
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Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

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Saskatchewan Government and
General Employees Union

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North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General
Employees Union

LETTER OF UNDERSTANDING - #10
Between
Saskatchewan Association of Health Organizations
And
The Saskatchewan Government and General Employees Union

Re: Professional Fees For Parkland Care Centre
Licensed Practical Nurse On Staff December 31, 1995

The Employer shall pay the Licensed Practical Nurse employed at Parkland Care Centre the actual fees as of January 1st, 1987, prorated on hours worked, to help offset the Saskatchewan Association of Licensed Practical Nurses, (SALPN) registration fees. Payment will be made upon proof of registration provided to the Employer by the Licensed Practical Nurse.

Licensed Practical Nurses employed at Parkland Care Centre after December 31, 1995, and all other Licenses Practical Nurses throughout the Health District shall not be eligible for payment of professional fees.

LOU #10

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Bonnie Erickson
Bonnie Erickson (Parkland CC)
North Central Health District

Penny Dziki
Penny Dziki
Mamawetan Churchill River Health District

Mona Laurans
Mona Laurans (Chateau)
North Central Health District

Peggy Becker
Peggy Becker (Home Care)
North Central Health District

Dennis Favel
Dennis Favel
Keewatin Yatthé Health District

Bert Worman
Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General
Employees Union

LETTER OF UNDERSTANDING - #11
Between
Saskatchewan Association of Health Organization
And
Saskatchewan Government and General Employees Union

Re: Consistent Seniority Calculation with the Facilities of
North Central Health District

In the interest of consistency and fairness the parties agree to the formation of a committee to review and establish an accurate seniority roster for all Employees of the District.

The committee has been struck and the Letter of Understanding will become redundant once the calculations have been completed.

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

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Dennis Favel
Keewatin Yatthé Health District

Bert Worman
Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General Employees
Union

LETTER OF UNDERSTANDING - #12
Between
Saskatchewan Association of Health Organization
And
Saskatchewan Government and General Employees Union

Re: Recruitment/Retention

The parties hereto agree to jointly review issues concerning recruitment and retention of health care providers in Mamawetan Churchill River Health District and Keewatin Yatthé Health District. This review shall include a review of policies and collective agreement provisions which may be causing or creating barriers for recruitment and/or retention of all classifications in the health services provider bargaining unit.

Where the parties agree that there is a recruitment and/or retention problem, the parties will make a joint submission to the Provincial Market Supplement Program. The parties will meet to review the results of the Provincial Market Supplement Program to determine if further action needs to be taken.

LOU #12

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Bonnie Erickson
Bonnie Erickson (Parkland CC)
North Central Health District

Penny Dziki
Penny Dziki
Mamawetan Churchill River Health District

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Peggy Becker (Home Care)
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Dennis Favel
Keewatin Yatthé Health District

Bert Worman
Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General
Employees Union

LETTER OF UNDERSTANDING - #13
Between
Saskatchewan Association of Health Organization
And
Saskatchewan Government and General Employees Union

Re: Public Service Superannuation Plan

For Employees on staff as of the date of signing the Collective Agreement who contribute to the Public Service Superannuation Plan, the Employer agrees to honor Section 112 (b) of the 1967 Public Service Agreement:

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

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Bonnie Erickson
Bonnie Erickson (Parkland CC)
North Central Health District

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Penny Dziki
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Peggy Becker (Home Care)
North Central Health District

Dennis Favel
Dennis Favel
Keewatin Yatthé Health District

Bert Worman
Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General Employees
Union

LETTER OF UNDERSTANDING - #14
Between
Saskatchewan Association of Health Organization
And
Saskatchewan Government and General Employees Union

Re: Termination After Lay-Off or Due to Ill Health and Calculation of Service for Gratuity

The Employees on staff at Parkland Care Centre and Chateau Providence covered by the Parkland Collective Agreement and Employees formerly covered by the SGEU/PSC Collective Agreement, as of date of signing of the Collective Agreement, will maintain the entitlement for:

Termination After Lay-off or Due to Ill Health:

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 SAHO 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.

Calculation of Service for Gratuity

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.

LOU #14

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Bonnie Erickson
Bonnie Erickson (Parkland CC)
North Central Health District

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Penny Dziki
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Peggy Becker (Home Care)
North Central Health District

Dennis Favel
Dennis Favel
Keewatin Yatthé Health District

Bert Worman
Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General
Employees Union

LETTER OF UNDERSTANDING - #15
Between
Saskatchewan Association of Health Organization
And
Saskatchewan Government and General Employees Union

Re: Utilization of Licensed Practical Nurses

It is hereby agreed between the parties to sign a Letter of Understanding in North Central Health District, Keewatin Yatthé Health District and Mamawetan Churchill River Health District recognizing full scope of practice prepared LPN's.

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Bonnie Erickson
Bonnie Erickson (Parkland CC)
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Dennis Favel
Keewatin Yatthé Health District

Bert Worman
Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General
Employees Union

LETTER OF UNDERSTANDING - #16
Between
Saskatchewan Association of Health Organization
And
Saskatchewan Government and General Employees Union

Re: Northern Health Maintenance

This Letter of Understanding shall be applicable to Keewatin Yatthé Health District and Mamawetan Churchill River Health District.

Effective May 6, 2002.

- a) Health transportation shall be provided to Employees to the nearest center where the required service is available. The number of paid trips per year is limited to four (4), for full time Employees and pro-rated for OTFT Employees, based on the previous years' hours of work.**
- b) To be eligible, the Employee must:
 - i) live in a centre where medical attention is not available;**
 - ii) provide proof of warranted medical attention;**
 - iii) complete their probation period.**
 - iv) provide proof of referral if medical attention is available in home location.****
- c) An Employee who claims for a medical trip is not entitled to claim mileage from another plan or agency on the same trip, eg: spousal plan, SGI, etc.**
- d) Actual return mileage, to the nearest centre where the required service is available, will be paid in accordance with the current Transportation Allowance.**
- e) When two or more Employees are given time off for medical travel, and they are travelling together, only single trip benefits will be paid.**

Where an Employee arranges to use a CVA or rides in a private vehicle for which the Health District is paying, no medical transportation allowance will be paid.

- f) Transportation shall be paid to an Employee for a spouse, or their children (18 years of age or under), including adopted children as well as wholly dependent children over 18 years of age (eg. disabled):
 - i) if it is necessary for the family member who obtains treatment to be escorted by the Employee during the period of travel;**
 - ii) no suitable arrangements for the care of the dependents can be made and the Employee must therefore accompany the person obtaining treatment.****

A committee shall be struck to determine the closest centre for available services. The committee shall consist of two (2) union and two (2) Employer representatives in each Health District. Employee's may appeal to the committee in special circumstances to have transportation allowance paid to a destination other than what has been set down by the committee.

LOU #16

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Bonnie Erickson
Bonnie Erickson (Parkland CC)
North Central Health District

Penny Dziki
Penny Dziki
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North Central Health District

Dennis Favel
Dennis Favel
Keewatin Yatthé Health District

Bert Worman
Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General
Employees Union

LETTER OF UNDERSTANDING - #17
Between
Saskatchewan Association of Health Organization
And
Saskatchewan Government and General Employees Union

Re: Extended Health and Enhanced Dental Benefits Plan

The Employer assures that the current level of benefits provided, pursuant to the Extended and Enhanced Dental Benefits Plan as of May 6, 2002, will continue at no extra cost to the Employee, until March 31, 2004.

The parties agree that this Letter will expire March 31, 2004. Article 28.04 will remain in effect.

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Bonnie Erickson
Bonnie Erickson (Parkland CC)
North Central Health District

Penny Dziki
Penny Dziki
Mamawetan Churchill River Health District

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Mona Laurans (Chateau)
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Peggy Becker
Peggy Becker (Home Care)
North Central Health District

Dennis Favel
Dennis Favel
Keewatin Yatthé Health District

Bert Worman
Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General Employees
Union

LETTER OF UNDERSTANDING - #18
Between
Saskatchewan Association of Health Organization
And
Saskatchewan Government and General Employees Union

Re: Hours of Work and Vacation for Former PSC Employees

- 1. Full time Employees formerly covered by the SGEU/PSC Collective Agreement who work 1872 hours per year shall maintain those hours.**
- 2. Employees previously covered by the SGEU/PSC Collective Agreement and employed in the Keewatin Yatthé Health District or Mamawetan Churchill River Health District who were granted vacation in advance of earning it shall continue to receive such vacation.**
- 3. Employees previously covered by the SGUE/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.**
- 4. 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.**
- 5. Any Employee entitled to vacation under this Letter of Understanding, but wishing to take vacation under the general terms of Article 18 may elect to do so by written request to the Employer.**

LOU #18

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Bonnie Erickson
Bonnie Erickson (Parkland CC)
North Central Health District

Penny Dziki
Penny Dziki
Mamawetan Churchill River Health District

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Mona Laurans (Chateau)
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Peggy Becker (Home Care)
North Central Health District

Dennis Favel
Dennis Favel
Keewatin Yatthé Health District

Bert Worman
Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General
Employees Union

LETTER OF UNDERSTANDING - #19
Between
Saskatchewan Association of Health Organization
And
Saskatchewan Government and General Employees Union

Re: EMS Personnel

It is agreed between the parties that during the term of the Collective Agreement, Saskatchewan Association of Health Organizations, Keewatin Yatthé Health District and Saskatchewan Government and General Employees Union will meet to review issues concerning EMS Employees related to the following:

- **Maximizing full time and part time positions.**
- **Terms and conditions for casual Employees pertaining, but not limited to sick leave, vacation and benefit plans.**

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Bonnie Erickson
Bonnie Erickson (Parkland CC)
North Central Health District

Penny Dziki
Penny Dziki
Mamawetan Churchill River Health District

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Peggy Becker (Home Care)
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Dennis Favel
Dennis Favel
Keewatin Yatthé Health District

Bert Worman
Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General Employees
Union

LETTER OF UNDERSTANDING - #20
Between
Saskatchewan Association of Health Organization
And
Saskatchewan Government and General Employees Union

Re: Devolved Employees - Keewatin Yatthé Health District

Within sixty (60) days of signing this Letter of Understanding the parties shall meet to determine the following:

- a) Seniority
- b) Hours of Work

Increases in pay shall be retroactive to April 1, 2001, or the date the Employees formally came under the employ of the Health District, whichever occurred later. All Employees on staff at May 6, 2002, shall be eligible for retroactive wage adjustments based on all paid hours with the Employer.

Eligible Employees will be enrolled in the applicable SAHO Benefit Plans. Employees will also be enrolled in the SGEU Long Term Disability Plan.

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

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Bonnie Erickson (Parkland CC)
North Central Health District

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Penny Dziki
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Mona Laurans (Chateau)
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Peggy Becker (Home Care)
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Dennis Favel
Dennis Favel
Keewatin Yatthé Health District

Bert Worman
Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General Employees Union

LETTER OF INTENT - #1
Between
Saskatchewan Association of Health Organization
And
Saskatchewan Government and General Employees Union

Re: Workplace Wellness Committee

A workplace wellness committee shall be established in each Health District within ninety (90) days of signing the Collective Agreement. The committee shall meet within thirty (30) days of being established to develop Terms of Reference.

The intent of the Committee will be to develop a workplace Health promotion plan. All information gathered by the committee shall be used in the development of a supportive work environment.

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

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Bonnie Erickson (Parkland CC)
North Central Health District

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Penny Dziki
Mamawetan Churchill River Health District

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Dennis Favel
Keewatin Yatthé Health District

Bert Worman
Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General Employees
Union

LETTER OF INTENT - #2
Between
Saskatchewan Association of Health Organization
And
Saskatchewan Government and General Employees Union

Re: Employment Of Full-Time Or Part-Time Employees

It is the intent of the Employer, that insofar as the efficient operation of the facility is concerned, the Employer will employ as many full-time Employees as is reasonably possible.

The parties agree to meet to discuss concerns regarding the conversion of part-time positions/hours to full-time positions hours.

The Parties hereto have affixed their signatures this 6th day of May, 2002.

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Bonnie Erickson
Bonnie Erickson (Parkland CC)
North Central Health District

Penny Dziki
Penny Dziki
Mamawetan Churchill River Health District

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Mona Laurans (Chateau)
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Dennis Favel
Dennis Favel
Keewatin Yatthé Health District

Bert Worman
Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General
Employees Union

Framework Agreement

Between

North Central Health District

And

**Saskatchewan Government
and General Employees
Union**

Concerning Summary Monetary Package

The monetary proposals contained within this document are presented as a complete package with the understanding that unless the whole package is agreed to, nothing is agreed to. It is also understood that these proposals are only in summary format with language still to be negotiated. Should this package be acceptable, implementation of the terms will be done in advance of agreement on all outstanding matters, on a date mutually agreed to by the parties.

North Central Health District Summary Monetary Package

Term of Agreement

The Collective Agreement shall expire March 31, 2004

General Wage Increases

- a) January 1, 1998 – Rates of pay in effect as at 23:59:59 December 31, 1997 shall be increased by two percent (2%) effective January 1, 1998, except that rates of pay in effect as at 23:59:59 September 30, 1997 for Employees who were devolved to the health district from the Department of Health and whose collective agreement expired September 30, 1997 shall be increased by two percent (2%) effective October 1, 1997.
- b) April 1, 1999 – Rates of pay in effect as at March 31, 1999 shall be increased by two percent (2%) effective April 1, 1999.
- c) April 1, 2000 – Rates of pay in effect as at March 31, 2000 shall be increased by two percent (2%) effective April 1, 2000.

Job Evaluation

It is agreed that to achieve, over time, consistency in rates of pay within the health district and the health system, a joint job evaluation program shall be developed, implemented and maintained. Signing the attached Letter of Understanding concerning job evaluation and pay equity is a precondition to short term standardization of certain wages and benefits.

Standardization of Certain Wages

- a) Certified Home Health Aides – Reclassification of all Trained Home Health Aides to Code A-6 with placement at appropriate increment step effective April 1, 1999. Those incumbents at the first step of a former range shall move to Step 1 of Code A-6 and their increment hours are zeroed out. Those incumbents at the second step of a former range shall move to Step 1 of Code A-6 and retain their increment hours. Those incumbents at the third step of a former range shall move to Step 2 of Code A-6 and they retain their increment hours. Those incumbents at the fourth step of a former range shall move to Step 3 of Code A-6.
- b) Licensed Practical Nurses – Effective coincident with the date the hours of work are standardized, rates of pay for Licensed Practical Nurses which would be lower than the rates of pay in effect at the time for Licensed Practical Nurses employed at the Melfort Hospital, shall be increased to be identical to the rates of pay for Licensed Practical Nurses at the Melfort Hospital.
- c) Special Care Aides and Nurse Attendants - Effective March 31, 2001 all Special Care Aides and Nurse Attendants lower than the rates of pay in effect for Pay Grade A6 at the Melfort Hospital shall be adjusted to be identical to the rates of pay for Pay Grade A6 at the Melfort Hospital with placement at the appropriate increment step based on increment hours just for the Classification.

- d) Chateau Providence Laundry Aide – Effective coincident with the date the hours of work are standardized, the rates of pay for the Chateau Providence Laundry Aide shall be adjusted to be identical to the rates of pay for Pay Grade A2 at the Melfort Hospital.
- e) Chateau Providence Cook II – Effective coincident with the date the hours of work are standardized the rates of pay for the Chateau Providence Cook II’s shall be adjusted to be identical to the rates of pay for Cook II’s at the Melfort Hospital.
- f) Maintenance – Effective coincident with the date the hours of work are standardized, the rates of pay of the incumbents of the Maintenance II positions at Chateau Providence and Nirvana Pioneer Villa will be adjusted to the A8 pay grade at Melfort Hospital. New Employees hired into the positions would be compensated at the A7 pay grade at Melfort Hospital.
- g) Clerical – Effective coincident with the date the hours of work are standardized the rates of pay for all clerical Employees shall be increased to be equal to the A5 Pay Grade at the Melfort Hospital.
- h) Physiotherapy Aide – Effective coincident with the date the hours of work are standardized, the rates of pay for the incumbents of the Physiotherapy Aide position at the Melfort Hospital shall be adjusted to A9 pay grade at Melfort Hospital. New Employees hired into the positions would be compensated at the A5 pay grade at Melfort Hospital.
- i) Nirvana Activity Worker II - Effective coincident with the date the hours of work are standardized, the rates of pay for the incumbents of the Nirvana Activity Worker II position at the Melfort Hospital shall be adjusted to A8 pay grade at Melfort Hospital. New Employees hired into the positions would be compensated at pay grade 6 at the Long Term Care - Melfort Hospital.
- j) Nirvana Activity Worker I - Effective coincident with the date the hours of work are standardized, the rates of pay for the incumbents of the Nirvana Activity Worker I position at Melfort Hospital will be adjusted to the A6 pay grade at Melfort Hospital. New Employees hired into the positions would be compensated at the pay grade 3 at the Long Term Care - Melfort Hospital.
- k) Chateau Providence Therapy Assistant - Effective coincident with the date the hours of work are standardized, the rates of pay for the incumbents of the Chateau Providence Therapy Assistant position will be adjusted to the A6 pay grade at Melfort Hospital. New Employees hired into the positions would be compensated at pay grade 3 at the Long Term Care - Melfort Hospital.
- l) Chateau Providence Activity Worker I - Effective coincident with the date the hours of work are standardized, the rates of pay for the incumbents of the Chateau Providence Activity Work I positions will be adjusted to the A6 pay grade at Melfort Hospital. New Employees hired into the positions would be compensated at pay grade 3 of the Long Term Care – Melfort Hospital.
- m) Parkland Assistant Personal Services Coordinator - Effective coincident with the date the hours of work are standardized, the rates of pay for the incumbents of the Parkland Assistant

Personal Service Worker position will be adjusted to the A6 pay grade at Melfort Hospital. New Employees hired into the positions would be compensated at Parkland Assistant Personal Services Coordinator classification.

- n) Nirvana Housekeeping Aides and Dietary Aides - Effective April 1, 1999 the incumbents of the Nirvana Housekeeping Aide positions and Dietary Aide positions will be adjusted to A1 pay grade at Melfort Hospital.

Standardization of Certain Benefits

- a) Shift Premium – Effective date of signing the Framework Agreement all Employees shall be eligible to be paid a shift premium of seventy (\$0.70) cents per hour where the majority of hours of the shift worked fall between 1500 and 0700 hours.
- b) Weekend Premium – Effective date of signing the Framework Agreement all Employees shall be eligible to be paid a weekend premium of thirty (\$0.30) cents per hour for shifts worked during the weekend.
- c) Standby – Effective date of signing the Framework Agreement all Employees required for standby duty shall be eligible to be paid a standby premium of seventy-three (\$0.73) cents per hour on regular working days and one dollar and three cents (\$1.03) per hour for days off and Statutory Holidays.
- d) Hours of Work – Effective the start of a pay period coincident with the implementation of a three (3) week period closest to ninety (90) calendar days following the day of signing the Framework Agreement, the hours of work for full-time Employees shall be standardized at eight (8) hours per day (exclusive of an unpaid meal period) and one hundred and twelve (112) hours in a three (3) week period. NOTE: To facilitate the reduction in the annual hours of work some rates of pay would be adjusted to maintain the Employee’s annual income. This would result in rates of pay for Chateau Providence and Nirvana Pioneer Villa equal to rates of pay at Melfort Hospital for the same classification.

Employees who have a normal hours of work where the full time hours are less than one hundred and twelve (112) hours in three weeks shall have their current hours of work grandfathered/grandmothered for them.

Minimum call out for home care Employees shall be two (2) hours at regular rates of pay.

- e) Statutory Holidays – Effective date of signing the Framework Agreement Statutory Holidays shall be standardized so that there shall be eleven (11) recognized Statutory Holidays. In addition to the nine legislated Statutory Holidays the collective agreement shall recognize Easter Sunday and Boxing Day. For 1999 Chateau Providence and Nirvana Pioneer Villa shall recognize the second Monday in June instead of Easter Monday, and Community Health Services shall recognize July 2 instead of Easter Monday, which have already been recognized by all other Employees.
- f) Sick Leave – Effective date of signing the Framework Agreement sick leave accumulation shall be standardized so that full-time Employees shall accumulate sick leave credits at the

rate of 1¼ days per month worked to a maximum of one hundred and ninety (190) days. Part-time Employees shall accumulate sick leave credits on a pro-rata basis.

- g) Vacation – Effective April 1, 2000 Vacation shall be standardized so that the “Vacation Year” shall be April 1 to March 31 of the following calendar year. Full-time Employees shall be entitled to time off for vacation and shall be eligible to accumulate vacation credits as follows:
- i. during the first (1st) and subsequent years, including the fifth (5th) year of continuous employment, three (3) weeks – fifteen (15) days vacation.
 - ii. during the sixth (6th) and subsequent years, including the sixteenth (16th) year of continuous employment, four (4) weeks - twenty (20) days vacation.
 - iii. during the seventeenth (17th) and subsequent years, including the twenty-ninth (29th) year of continuous employment, five (5) weeks - twenty-five (25) days vacation.
 - iv. during the thirtieth (30th) and subsequent years of continuous employment, six (6) weeks – thirty (30) days vacation.

Part time and casual Employees would be eligible for time off for vacation as specified above and shall accumulate vacation credits on a pro-rata basis.

Special Adjustments and Benefit/Premium Enhancements

- a) Transportation Allowance – Effective date of signing the Framework Agreement the Transportation Allowance shall be thirty (\$0.30) cents per kilometre with a minimum of three dollars and fifty cents (\$3.50) per round trip and thirty (\$0.30) cents per kilometre with a minimum of three dollars and fifty cents (\$3.50) per day for Home Care Employees.
- b) Standby Premium – Effective date of signing the Framework Agreement but no earlier than July 1, 1999 the Standby Premium shall be one dollar and three cents (\$1.03) per hour for regular working days and one dollar and thirty-three cents (\$1.33) per hour for days off and Statutory Holidays, except that the Standby Premium for the Certified Combined Technicians, Laboratory Technologists, X-ray Technologists and Ultrasound Technicians shall be two dollars and nineteen cents (\$2.19) per hour for regular working days and four dollars and twelve cents (\$4.12) per hour for days off and Statutory Holidays.
- c) Market Adjustment for Certain Classifications – Effective April 1, 2000 a one dollar (\$1.00) per hour market supplement shall be added to all steps of the pay grade for the following classifications: Licensed Practical Nurses, Acute Care Orderlies, Certified Combined Technicians, Laboratory Technologists, X-Ray Technologists and Ultrasound Technicians.
- d) Pay Scale Adjustments – Effective March 31, 2001 each pay scale, except for the pay scale at the Parkland Regional Care Centre, shall be adjusted by deleting the first step and adding a new step to pay grade one and pay grade two. The new step shall be equivalent to the next logical step for that pay scale. If there does not appear to be a next logical step, the new step shall be determined by adding the difference between the deleted step and the next step. Employees at step one move to the new step one. Employees at step three who have completed the equivalent of one year of full-time work shall be eligible for an increment to

the new next higher rate. The new increment date for those currently at step one or step three will be March 31, 2001. All Employees will progress in accordance with increment provisions.

Enhanced Medical/Dental Plan

Effective April 1, 2000, the Employer shall provide an Enhanced Medical/Dental Plan with the total Employer premiums capped at a maximum of two and one-tenth percent (2.1%) of straight time payroll.

Premiums and New Provisions

Premiums that have changed and new provisions shall be effective date of signing the Framework Agreement.

Retroactivity

Retroactivity for wage increases would be based on regular working hours for Employees on staff, plus Employees who have retired since the expiration of the collective agreement, as of date of signing the Framework Agreement.

RETURN TO WORK

The Employer shall not take disciplinary action or condone any form of harassment directed against a member of the SGEU bargaining unit, because he/she failed to report to work at any time between the commencement of the strike and the return to work.

RATIFICATION

The parties acknowledge that implementation of the terms contained herein are subject to ratification conducted by the parties to this agreement.

Framework Agreement

DATED THIS 6th DAY OF MAY, 2002

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke

Iris Clarke
Keewatin Yatthé Health District

Patti Dodds

Patti Dodds
North Central Health District

Susan Halland

Susan Halland
Mamawetan Churchill River Health District

Rick Peters

Rick Peters
North Central Health District

Gloria Wall

Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Bonnie Erickson

Bonnie Erickson (Parkland CC)
North Central Health District

Penny Dziki

Penny Dziki
Mamawetan Churchill River Health District

Mona Laurans

Mona Laurans (Chateau)
North Central Health District

Peggy Becker

Peggy Becker (Home Care)
North Central Health District

Dennis Favel

Dennis Favel
Keewatin Yatthé Health District

Bert Worman

Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight

Tom McKnight
Saskatchewan Government and General
Employees Union

THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 6th DAY OF MAY, 2002.

SIGNED ON BEHALF OF THE NORTH CENTRAL HEALTH DISTRICT, MAMAWETAN CHURCHILL RIVER HEALTH DISTRICT AND KEEWATIN YATTHÉ HEALTH DISTRICT WHO AUTHORIZED THE SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS CENTRAL BARGAINING COMMITTEE TO NEGOTIATE ON THEIR BEHALF AND THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES UNION ON BEHALF OF ITS MEMBERS.

DATED THIS 6th DAY OF MAY, 2002

Signed on behalf of:
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Health District

Patti Dodds
Patti Dodds
North Central Health District

Susan Halland
Susan Halland
Mamawetan Churchill River Health District

Rick Peters
Rick Peters
North Central Health District

Gloria Wall
Gloria Wall
Saskatchewan Association of Health Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees Union

Bonnie Erickson
Bonnie Erickson (Parkland CC)
North Central Health District

Penny Dziki
Penny Dziki
Mamawetan Churchill River Health District

Mona Laurans
Mona Laurans (Chateau)
North Central Health District

Peggy Becker
Peggy Becker (Home Care)
North Central Health District

Dennis Favel
Dennis Favel
Keewatin Yatthé Health District

Bert Worman
Bert Worman (Melfort Hospital)
North Central Health District

Tom McKnight
Tom McKnight
Saskatchewan Government and General
Employees Union

Index

Access to Personnel File	33
Accessing And Portability Of Benefits	70
Accumulation of Seniority	17
Accumulation of Sick Leave Credits	56
Alternate Employment	52
Alternative Dispute Resolution Options	13
Amending the Certification Order	2
Annual Vacation Entitlement.....	53
Annual Vacation	53
Application of Seniority.....	21
Appointment of Applicant	21
Arbitration.....	15
Assignment of OTFT – Home Care Client Hours	22
Assignment of Relief Work	40
Benefits During Leave of Absence Without Pay	52
Bereavement Leave/Compassionate Leave	49
Bidding for Vacancies or New Positions	19
Bulletin Boards	65
Call Back.....	38
Carry-over of Unused Annual Vacation Leave	54
Changes in Dues Deduction.....	6
Christmas and New Years Day	46
Classification.....	26
Commencement of Job	21
Committee Can Not Amend Collective Agreement	69
Compensation for Post Mortem	64
Confirmation of Election	31
Day Off in Lieu Not Taken Prior to Workers’ Compensation.....	46
Deduction from Sick Leave Credits.....	57
Deductions	61
Definite Leave for Prolonged Illness - Employee.....	51
Definite Leaves of Absence	46
Definition of a Grievance.....	10
Definition of Layoff.....	28
Definition of Sick Leave.....	56
Definition of Vacation Year.....	53
Definitions.....	3
Dental Plan.....	70
Disability Transfer	21
Discipline for Just Cause	9
Discipline, Non-Culpable Termination & Resignation	9
Discussion of Implementation	29
Displacement of Employees	30
Dispute Resolution Process.....	10
District Union/Management Committee.....	7
Documentation of Disciplinary Action.....	9
Dues Deductions	6

Duties of Committee.....	67
Education Leave.....	51
Employee Benefit Plans.....	69
Employee Initiated Classification Review.....	26
Employee Performance Review.....	32
Employees Called Back from Vacation.....	55
Employer Error.....	61
Employer Initiated New or Revised Classification.....	26
Employer to Provide Counseling.....	31
Enhanced Medical/Dental Plan.....	70
Establishing a Nursing Policy Committee.....	69
Expedited Arbitration.....	14
Family Leave.....	50
Filling a Revised Classification When Encumbered.....	26
Filling of Vacancies or New Positions.....	20
First Step – Grievance to Immediate Out-of Scope Supervisor.....	12
General Provisions.....	62
Group Life Insurance Plan.....	69
Hours Of Work.....	33
Immunization.....	58
Increase in Northern District Allowance.....	71
Increments.....	61
Indefinite Leave for Prolonged Illness – Employee.....	52
Indefinite Leave of Absence.....	52
Informal Discussion.....	12
Issuance of Notice, Discussion of Options and Time to Select Option.....	29
Job Description.....	26
Layoff And Re-Employment.....	28
Leave During Vacation.....	56
Leave of Absence For A Full-time Public or Professional Office Position.....	48
Leave Of Absence.....	46
Letter of Appointment.....	22
Long Service Leave.....	49
Loss of Seniority.....	18
Maintenance of Seniority.....	18
Management Rights.....	3
Maternity/Paternity/Adoption Leave.....	47
Meal Periods.....	35
Mediation.....	13
Medical Care Leave.....	50
Medical Examination.....	57
Minimum Report Pay.....	36
Mourner’s Leave.....	50
Multi-Site Work.....	25
New Employees.....	7
No Discrimination.....	66
No Discrimination/ No Harassment.....	66
No Racial, Ethnic, Personal, Gender Harassment.....	66
Non-Culpable Termination/Demotion.....	10

Northern District Allowance.....	71
Notice of Illness.....	57
Notice of Re-employment.....	32
Notice to Bargain.....	2
Notification of Layoff.....	29
Nursing Policy Committee.....	69
Occupational Health and Safety Committee.....	67
Occupational Health And Safety.....	67
Office Space.....	65
Overtime Against Wishes.....	40
Overtime For Working a Statutory Holiday on an Assigned Day of Rest.....	46
Overtime on a Statutory Holiday.....	46
Overtime Rates of Pay.....	39
Paid Jury or Court Witness Leave.....	49
Pay Administration.....	60
Pay Periods.....	60
Pension Plan.....	70
Performing Work at Home.....	39
Personal Property Loss.....	64
Personnel Policies.....	65
Personnel Records.....	32
Posting of Vacancies or New Positions.....	19
Preamble.....	1
Pressing Necessity.....	50
Probationary Period.....	25
Procedural Orderliness.....	10
Professional Fees.....	66
Progressive Discipline.....	10
Proper Accommodation.....	64
Purpose.....	7
Rate of Pay on Lateral Transfer.....	24
Rate of Pay on Promotion.....	24
Rate of Pay on Reclassification.....	27
Rate of Pay on Voluntary Demotion.....	24
Rates of Pay.....	60
Recognition of Previous Experience.....	20
Recognition.....	3
Re-employment List.....	31
Referral of Safety Concern.....	68
Referral to Alternative Resolution Options.....	13
Reimbursement for Reasonable Expenses - effective April 1, 2002.....	63
Relocating Within The District.....	71
Resignation.....	10
Rest Periods.....	35
Retirement Date.....	69
Retirement.....	69
Right to Refuse Dangerous Work.....	68
Role of Seniority in Layoffs.....	28
Safety Measures.....	68

Scope of the Committee.....	7
Scope.....	2
Second Step – Grievance to Employer Designate	12
Senior Employees Retained	29
Seniority List.....	18
Seniority When Re-employed.....	18
Seniority.....	17
Severance Pay	60
SGEU Long Term Disability Premiums.....	6
Sharing Cost of Printing Agreement.....	65
Shift Premium	37
Sick Leave Benefits During Maternity Leave	58
Sick Leave.....	56
Standard Hours of Work	33
Standby	37
Status Reports	31
Status/Salary of Re-employed Employees.....	32
Statutory Holiday Falling on a Regularly Scheduled Day Off	46
Statutory Holidays During Sick Leave	57
Statutory Holidays Falling on Regularly Scheduled Day of Work.....	45
Statutory Holidays Within Scheduled Vacation Period.....	56
Statutory Holidays	45
Structure.....	8
Suspension Pending Investigation	10
T4 Slips	6
Technological Change	59
Temporary Assignment to Higher In-Scope Duties.....	23
Temporary Assignment to Out of Scope Duties	23
Temporary Vacancies or New Positions.....	22
Term of Agreement.....	2
The Employee & Family Assistance Program.....	70
Third Party Claims – Employer’s Right of Subrogation	58
Time Off in Lieu of Overtime Pay.....	40
Tools and Equipment Supplied.....	64
Transfers Within Work Areas and Job Classifications	20
Transportation Allowance.....	62
Trial Period Upon Displacement or Placement	31
Trial Period Upon Re-employment.....	32
Trial Period	24
Uniforms	65
Union Leave.....	48
Union Membership	6
Union Presence At Meetings	7
Union Representation.....	9
Union Security	6
Updating Personal Information.....	65
Vacancies And New Positions	19
Vacancy Placement.....	30
Vacation Pay on Termination	56

Vacation Pay	54
Vacation Period/Posting/Scheduling	55
Vacation	53
Verification of Illness	57
Violence in the Workplace.....	68
Weekend Premium.....	37
Work of the Bargaining Unit	7
Work Schedules	35
Workers' Compensation Benefits.....	58
Working In More Than One Location	70
Work-Related Duties (Home Health Aides).....	35

Telephone Numbers

SGEU Regina.....306-522-8571
SGEU Saskatoon.....306-652-1811
SGEU Prince Albert.....306-764-5201

SAHO Saskatoon306-374-3480
SAHO Regina306-347-5500
SAHO Benefits306-347-5519

Highway Hotline

City of Regina and surrounding area306-787-7623
City of Saskatoon and surrounding area306-933-8333
All other areas of Saskatchewan Toll Free 1-888-335-7623

