

COLLECTIVE AGREEMENT

BETWEEN

SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS

REPRESENTING:

**KELSEY TRAIL HEALTH REGION,
KEEWATIN YATTHÉ REGIONAL HEALTH
AUTHORITY AND
MAMAWETAN CHURCHILL RIVER
REGIONAL HEALTH AUTHORITY**

AND

SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION

For the Period of
April 1, 2005 to March 31, 2008

13554 (03)



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The Articles of this Collective Agreement have been rearranged for administrative purposes only and does not change the importance or intent of the Articles.

The Collective Agreement, the Letters of Understanding, the Letter of Intent and the Historical Letters of Understanding have all been originally signed by the parties as stated.

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PREAMBLE

It is the desire of both parties (**Employers and the Union**) to this **Collective** 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,
 - 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 **Health Region** 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 - SCOPE

1.01 Scope

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

1.02 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 Saskatchewan Labour Relations Board is continuously updated and remains current:

a) Union Informed of Change in Structure

The Employer shall inform the Union **prior to any** 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 **Bargaining Unit Chairperson** with copies to the **SGEU 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 Saskatchewan 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 Saskatchewan Labour Relations Board **once per year by Letter of Understanding**.

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

Where the Union does not agree **that** 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 Saskatchewan Labour Relations Board for resolution in accordance with the **Trade Union Act** for joint reference of dispute.

ARTICLE 2 – DEFINITIONS

2.01 ADR

shall mean additional day of rest,

2.02 BEHAVIOUR

a) **Culpable**

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

b) **Non-culpable**

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

2.03 EMPLOYEE TYPES

- a) **Full-time Employee**
shall mean an Employee who works the standard full-time hours of work as stated in Article 10.01 a) – Standard Hours of Work – Full-time Employees.
- b) **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 10.01 a) – Standard Hours of Work – Full-time Employees.
- c) **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 10.01 a) - Standard Hours of Work – Full-time Employees.
- d) **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 10.01 a) – Standard Hours of Work – Full-time Employees and whose workload is not solely assigned on a call-in basis.

The Other Than Full-time - Home Care definition may be amended or deleted as agreed to by the parties.

- e) **Temporary Employee**
shall mean an Employee who is the successful applicant for a temporary posting and is from within the bargaining unit. The time limit may be extended by mutual agreement between the Union and the Employer.
- f) **Term 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.

2.04 EMPLOYER

shall mean the Kelsey Trail Health Region (KTHR), or Keewatin Yatthé Regional Health Authority (KYRHA), or Mamawetan Churchill River Regional Health Authority (MCRRHA).

2.05 DEMOTION

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

2.06 GENDER

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

- 2.07 GREEN-CIRCLE**
Green-circled Employees shall be paid one hundred percent (100%) of any negotiated wage and benefit increases.
- 2.08 HEALTH REGION**
shall mean all facilities and services operated by the Health Region or Regional Health Authority.
- 2.09 HOME POSITION**
shall be defined as the permanent position occupied prior to commencing the temporary position.
- 2.10 LOCAL UNION**
shall mean the Bargaining Committee Representative and/or the SGEU Staff Representative.
- 2.11 PARTIES**
shall mean Kelsey Trail Health Region (KTHR), Keewatin Yatthé Regional Health Authority (KYRHA) and Mamawetan Churchill River Regional Health Authority (MCRRHA), and the Saskatchewan Government and General Employees' Union (SGEU).
- 2.12 PROMOTION**
shall be defined as the movement of an Employee from a position in one classification to a position in another classification with a higher maximum hourly rate of pay.
- 2.13 RED-CIRCLE**
shall mean an Employee's current rate of pay is frozen until the rate of pay for the position equals or exceeds the Employee's current rate of pay. For the purposes of this Collective Agreement all references to red-circled through the JJE process shall mean green-circled. In cases where the classification is receiving a market supplement, the negotiated wage increase will apply to the base rate only, and not the supplement amount.
- 2.14 SAHO**
shall mean the Saskatchewan Association of Health Organizations.
- 2.15 SIGNIFICANT**
shall mean having or likely to have considerable effect to the workplace.
- 2.16 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.
- 2.17 UNION**
shall mean the Saskatchewan Government and General Employees' Union.
- 2.18 WEEK**
shall mean the period between midnight on Saturday and midnight on the immediately following Saturday.

2.19 WEEKEND

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

2.20 WORKPLACE

a “workplace” shall be defined as **any facility/agency in Kelsey Trail Health Region (KTHR), Keewatin Yatthé Regional Health Authority (KYRHA) and/or Mamawetan Churchill River Regional Health Authority (MCRCHA).**

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 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 **Collective** Agreement.

ARTICLE 4 – UNION SECURITY/RECOGNITION

4.01 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.

4.02 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.

4.03 Changes in Dues Deduction

The Union shall notify the Employer **and SAHO payroll, Manager of Client Services**, in writing, of the amount of dues to be deducted from the Employee’s earnings not less than thirty (30) calendar days **prior to** the effective date of any change in the dues deduction.

4.04 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 and SAHO payroll, Manager of Client Services, 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 prior to the effective date of any changes to the Long Term Disability premiums.

4.05 T4 Slips

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

4.06 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 4.01 – Union Membership and Article 4.02 – 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

The Union will post a list of local shop stewards on their bulletin board. On commencement of employment, as part of the orientation process this list will be identified to new Employees. Wherever possible, the Employer will introduce the Employee to the Union shop steward or Union Representative. The Union shop steward or SGEU Representative will provide the Employee with a copy of the Collective Agreement and other pertinent information.

c) List of New Hires to Union

The Employer will provide the Bargaining Committee Representative with a list of new hires on a bi-monthly basis.

4.07 List of Names and Addresses to the Union

The Employer agrees to provide the Provincial Union Office 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.

4.08 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.

4.09 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, **process of testing equipment**, or as a working supervisor.

4.10 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 **Kelsey Trail Health Region (KTHR), Keewatin Yatthe Regional Health Authority (KYRHA) and Mamawetan Churchill River Regional Health Authority (MCRRHA)** as the Employer(s).
- 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 **Collective Agreement**.

ARTICLE 5 - NO DISCRIMINATION/NO HARASSMENT

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

5.01 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.

5.02 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 **Region**. 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 6 • REPRESENTATIVE WORKFORCE

a) General Provisions

The parties to this Collective Agreement, in principle, recognize that Aboriginal people (First Nations, Metis, Inuit) are not represented in the public health sector in proportion to their labour force numbers. Therefore, the parties agree to work towards a representative workforce wherein Aboriginal people are employed in all classifications and at all levels in proportion to their representation in the working age population within the community or the provincial population.

b) 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.

c) In Service Training

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

d) 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.

ARTICLE 7 - SENIORITY

7.01 Seniority

Health Region 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.

7.02 Accumulation of Seniority

An Employee shall accumulate seniority within the Health Region 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.

Seniority EMS – Effective January 1, 2006, all EMS who take standby assignment shall receive an adjustment to their annual accrual of seniority hours for the preceding seniority year based upon the following formula:

$$\text{24 hours standby} = \text{6 hours seniority}$$

7.03 Maintenance of Seniority

Subject to Article 7.02 – Accumulation of Seniority and Article 7.04 – Loss of Seniority, an Employee shall maintain accumulated seniority.

7.04 Loss of Seniority

An Employee shall lose all accumulated **Health Region** seniority and shall be deemed to have terminated employment as follows:

- The Employee voluntarily terminates employment from all positions;
- 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 discharged for just cause **and not reinstated**;
- 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 Health Region for a period of two hundred and seventy four (274) calendar days, except where the Employee is on an approved leave of absence.

7.05 Seniority List

The Employer shall post an up-to-date seniority list in order of seniority.

The seniority list will be posted on Union bulletin boards in the Health Region showing the name, hours of seniority and Employee type (Full-time or OTFT) for each Employee.

A seniority list will be posted by mid-January of each year with total annual hours for each Employee.

In addition a seniority list will be posted semi-annually with total seniority hours to the end of February and August, and will be posted by the 15th of the following respective month. This seniority list will be used for the purposes of call-idrelief - Article 10.18 c) Revision to Application for Relief Work Form.

Seniority lists shall be open to challenge for a period of thirty (30) calendar days from date of posting.

The appeal process on seniority challenges shall be with the Local Union. The Local Union shall notify the Employer of the outcome of seniority appeals. 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.

7.06 Seniority When Re-employed

An Employee who is subsequently re-employed following termination of employment with the Health Region 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.

Any seniority granted under this Article will not be used in the calculation of severance pay.

7.07 Seniority From Other Union Jurisdictions

Where mutually agreed, Employees hired from other Union jurisdictions who have a reciprocal agreement of accreditation may enter into an arrangement which would permit them to count their service for seniority. The seniority calculation shall be mutually agreed between the parties. An Employee shall not acquire the above seniority until she/he has passed the initial probation period.

The Union shall notify the Employer of the amount of seniority to be credited to Employees. Should the Employee appeal the credited seniority, the final appeal process on all seniority challenges shall be with the Local Union. The Local Union shall notify the Employer on the outcome of all seniority appeals.

Any seniority granted under this Article will not be used in the calculation of severance pay.

ARTICLE 8 – VACANCIES AND NEW POSITIONS

8.01 Posting of Vacancies or New Positions

Vacancies or newly established positions shall be posted in all work locations in the **Health Region**, 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)
- Number of hours per defined length of rotation for **OTFT** part-time Employees;
- Required qualifications;
- Pay range;
- **Health Region-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);
- **Number of shifts per defined length of rotation for OTFT part-time Employees;**
- Date of commencement of the position.

Should the Employer be unsuccessful in obtaining **an** applicant with the qualifications required **for** the posted position, and intends to **post in a different classification than** stated on the **original** posting, the Employer shall repost the position describing the required qualifications **for the classification and indicate on the job posting either the previous posting number or previous job classification** and fill the position in accordance with this Article **8 – Vacancies and New Positions**.

8.02 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** 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 **1200** hours on the closing date for the **job** posting.

8.03 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.

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 Region**. Should an Employer fail to fill a position in the geographic **Health Region** the posting shall be posted in the other SGEU **Health Region(s)** prior to an open competition.

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

8.04 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 point eight (1948.8) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at **Step 2;**
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 3;**

8.05 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 8 - Vacancies and New Positions.

Application of this Article will be suspended until March 31, 2007, 11:59:59

8.06 Application of Seniority

Seniority used for the purpose of filling vacancies or new positions shall be the hours accrued by an Employee in the **Health Region**. The seniority hours shall include hours calculated up to the **Saturday prior to the closing date of the posting.**

8.07 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.

8.08 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 per defined length of rotation;
- After discussion with an OTFT part-time Employee, reference to their availability for casual/**relief** work;
- Signature of Employee and Employer.

All newly appointed Employees will be issued a Letter of Appointment. Should it become necessary for an Employee to have a Letter of Appointment, the current schedule will be reviewed and a Letter of Appointment will be issued.

8.09 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.

8.10 Temporary Vacancies

- a) When the Employer determines that a vacancy of a duration of three (3) months or longer exists, the vacancy shall be posted Health Region wide and filled in accordance with Articles 8.01 – Posting of Vacancies or New Positions, 8.02 – Bidding for Vacancies or New Positions and 8.03 – Filling of Vacancies or New Positions on the following basis:
 - i. First consideration shall be given to Employees from the workplace/agency where the temporary vacancy exists.
 - ii. If there are no qualified and able applicants from the workplace/agency, applicants from the Health Region shall be given consideration.
- 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 10.18 - 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 10.05 h) - Work Schedules shall not apply to any subsequent Employee(s) affected by the change(s).

- d) 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.
- e) **This provision shall not preclude an Employee from simultaneously filling two (2) temporary vacancies where there are no scheduling conflicts or no other violations of the Collective Agreement.**
- f) Should a temporary vacancy become a permanent position, it shall be posted and filled in accordance with Articles 8.01 – Posting of Vacancies or New Positions, 8.02 – Bidding for Vacancies or New Positions and 8.03 – Filling of Vacancies or New Positions.
- g) If, as a result of a posted temporary vacancy, an individual is hired from outside the bargaining unit, they shall be **considered to be a term Employee**. At the end of the period, they shall be considered terminated from employment unless mutually agreed otherwise between the Employer and the Union.

8.11 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 Region**, 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 8.11 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.

8.12 Responsibility Pay

Effective April 1, 2007 when an Employee is assigned supervisory responsibilities by the Employer, the Employee will be paid an additional premium of seventy-five (\$0.75) cents per hour.

If the Employee is not assigned supervisory responsibilities by the Employer, she/he shall not perform such duties and the Employee shall not be paid responsibility pay pursuant to this provision.

When an Employee is in receipt of a higher rate of pay due to Article 8.13 - Temporary Assignment to Higher In-Scope Duties or Article 8.14 - Temporary Assignment to Out of Scope Duties, the Employee shall not be entitled to responsibility pay.

8.13 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.

8.14 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.

8.15 Probationary Period

- a) Newly hired Employee(s) within the Health Region 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. 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.
- b) By mutual agreement between the parties, an extension may be granted for up to three hundred and twenty (320) hours worked or four (**4**) months. It is agreed that the circumstances warranting the extension, the improvements expected by the Employer and the duration of the extension, must be communicated to the Employee prior to the expiration of the original probationary period.
- c) During the probationary period, Employees shall be entitled to all rights and privileges of the Collective Agreement. Notwithstanding the foregoing, the Parties agree the Employer may terminate an Employee for general unsuitability.
- d) At any time during the probationary period, the Employer may terminate the Employee's employment for general unsuitability by giving one week's notice, or pay in lieu. An Employee being discharged for culpable conduct/just cause may be dismissed without such notice or payment in lieu. In either case, the Employee shall be afforded the opportunity of having a Union representative in attendance. 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.
- e) Where an Employee is on probation, applies for and is awarded a vacancy as per Article **8.03 – Filling of Vacancies or New Positions** or **8.10 – Temporary Vacancies in a Different Position**, the Employee shall complete a trial period in accordance with Article **8.16 – Trial Period**. The parties agree that the trial period(s) and probationary period shall run concurrently.

8.16 Trial Period

- a) 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. During the trial period Employees will be advised of shortcomings in order to allow for deficiencies to be corrected.
- b) By mutual agreement of the parties, an extension may be granted for up to three hundred and twenty (**320**) hours worked. It is agreed that the circumstances warranting the extension, the improvements expected by the Employer and the

duration of the extension, must be communicated to the Employee prior to the expiration of the original trial period.

- c) During the trial period, the Employee shall return to her/his former position **or OTFT casual/relief** if the Employee is deemed unsuitable for the position or at the Employees **written** request. The Employee will be returned to the position formerly held, without loss of seniority and incremental benefits. Article 10.05 c) - Work Schedules shall not apply.
- d) **It is understood that any Employee exercising their rights under this Article shall be deemed not to have resigned from the Health Region.**
- e) 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.
- f) Other Employees affected by the rearrangement of positions shall also be returned to their former positions without loss of seniority and incremental benefits. Article 10.05 c) Work Schedules shall not apply.

8.17 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** in the Health **Region**, the Employer and the Union shall meet to determine such things as posting of the position, determination of a home **workplace** and orientation to the various **workplaces**.

- b) Occasional Assignment to A Different **Workplace**

Employees requested to report to a **workplace** other than their home **workplace**, within the Health **Region**, 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** and service orientation to an Employee who is assigned.
- iii. The Employer shall pay transportation costs associated with travel between workplaces during the workday.
- iv. This Article shall not be used to circumvent the rights of Employees under Article 10.18 - Assignment of Relief Work, except where operational requirements dictate.

ARTICLE 9 - CLASSIFICATION

9.01 Creation of New Classifications or Changes to Existing Classifications

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

- i) The Employer agrees that if they intend to introduce a classification(s) contained within the Joint Job Evaluation Provincial Job Descriptions not presently in existence in a facility, agency or department, they shall notify the Union in advance. Such notification shall include, but not be limited to, the Provincial Job Description (identifying required duties), Pay Band and the rationale for introducing the classification.
- j) The Parties agree that no changes can be made to the Provincial Provider Group Joint Job Evaluation Plan, the Maintenance Agreement, Factors, Weights, Pay Bands, or any other component of the Job Evaluation Program without the approval of the Parties to the Provider Union Collective Agreement(s).
- k) Should the Maintenance Committee recommend the creation of pay bands beyond Pay Band 21, the Parties shall meet to establish the new pay bands based on the established point band size and wage line promotion formula.

9.02 Filling a Revised Classification When Encumbered

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

An incumbent Employee shall be appointed to a new classification with a higher rate of pay 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. In this instance the reclassified position shall be posted within that workplace 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 24.05 - Issuance of Notice, Discussion of Options and Time to Select Option.

9.03 Rate of Pay on Reclassification

- a) Position Classified Upward

An incumbent Employee appointed to a new classification with a higher rate of pay, shall be paid as if the Employee were promoted to the positions per Article 11.07 - Rate of Pay Upon Promotion.

If, in accordance with Article 9.02 - 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 classification **with a lower rate of pay**, is appointed to a position in her/his former classification or in a classification within the same Pay **Band** 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 Band** for the new 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 Band** for the new 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 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 Band** 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 10 – HOURS OF WORK

10.01 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 (7) 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. **Employees shall not work a combination of shifts totaling more than forty-eight (48) hours on consecutive days** and shall not work more than a block of six (6) consecutive days without receiving days off. **During each three (3) week period, OTFT Employees shall receive a minimum of six (6) days off.**

c) Other than Full-Time – Home Care Employees

Notwithstanding Article 10.01 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 **standard hours of work will be one hundred twelve hours (112) hours averaged over a three (3) week period effective sixty (60) days following the signing of this Collective Agreement;**
- 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 10.01 a) – **Standard Hours of Work, Full-time Employees**, 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) 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 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 seventy cents (\$0.70) per hour for all work hours required to be performed between 1800 and 0700.

Effective April 1, 2006

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

Effective April 1, 2007

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

- 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 **Collective** 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 10.10 – **Third Weekend Premium**. Employees shall have their seniority capped at one thousand nine hundred and forty-eight point eight (1948.8) hours annually.

10.02 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.

10.03 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.

10.04 Meal Periods

One (1) unpaid meal period of 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 required to work during the scheduled meal period or required to stay on the premises during the meal period such time shall be provided later in the shift, or paid at applicable overtime rates if such time cannot be rescheduled.

Notwithstanding the above, where Employees are required to remain on the premises, a compressed shift option may be implemented.

10.05 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 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.
- c) 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.
- 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) **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.**
- f) A rest period of at least **eleven (11) 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.

- g) Split shifts will only be implemented with prior mutual agreement between the Employer and the Local Union.
- h) 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.
- i) If relief Employee shift(s) are canceled or changed without forty-eight (48) hours' notice the Employee shall be paid her/his regular earnings for any shift(s) canceled or changed during the forty-eight (48) hour period.

10.06 Shift Trades

Employees shall notify the supervisor in writing in advance of exchanging scheduled shifts between themselves. All exchanges of scheduled shifts must be with other qualified Employees. Deviation from the schedule that results from Employees exchanging shifts shall not be subject to overtime provisions.

10.07 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.

10.08 Shift Premium

A shift premium of seventy cents (\$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.

Effective April 1, 2006

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

Effective April 1, 2007

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

10.09 Weekend Premium

A weekend premium of thirty cents (\$0.30) per hour shall be paid for each hour worked by an Employee on each shift where the majority of hours of the shift fall between 0001 Saturday and 2400 Sunday. Where an Employee is receiving overtime pay or receiving **third weekend** premium triggered by consecutive weekends **worked**, weekend premium shall not apply.

Effective April 1, 2006

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

Effective April 1, 2007

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

10.10 Third Weekend Premium

- a) Employees required to work three (3) consecutive weekends shall be paid at **applicable** 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.
- b) Overtime rates shall not be **applicable where an OTFT Employee waives the third weekend premium in writing using an Application for Relief Work Form.**

10.11 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 **result in a minimum payment of eight (8) hours.**

- b) Standby Premium

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

- i. Two dollars and nineteen cents (\$2.19) 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 cents (\$4.12) per hour for each hour on standby on days off and Statutory Holidays with a minimum payment for eight (8) hours.

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

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 Region shall be paid the standby premium of two dollars (\$2.00) per hour. EMS Employees who are in a location where Employees are regularly scheduled shall be subject to Article 10.11 b) – Standby, Standby Premium.

Note: Employees that are EMS personnel and work in another position in the Health Region 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.
- iv. Applicable to Other Than Full-Time EMS Employees
Effective April 1, 2007, OTFT EMS Employees shall be paid four dollars and twelve cents (\$4.12) for each hour on Standby with a minimum payment of eight (8) hours each day on Standby.

10.12 Call Back

A call back shall be defined as the time when an Employer requires an Employee to respond to a situation that is outside the regularly scheduled hours for that department and is not continuous with a regularly scheduled shift.

10.13 Rate of Pay for a Call Back

a) Call Back prior to Midnight

An Employee called back to work shall be paid a minimum of two (2) hours at the rate of one and one half (1 1/2) times the regular rate, provided that if such Employee is called back a second time within two (2) hours of the original call back, the Employee shall not be paid an additional amount for such call back.

b) Call Back after Midnight or on a Statutory Holiday

An Employee called back 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 for a minimum of two (2) hours, 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.

However, should a call back referred to above, commence prior to 2400 hours (midnight) or continue after 0700 hours, such period of time (outside of the frame of 2400 and 0700) shall be paid at the rate of one and one half (1 1/2) times the regular rate of pay.

c) Call Back During Vacation

An Employee may be called back from her/his vacation if there are no other Employees available. If called back from vacation, an Employee 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.

10.14 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 10.13 – Rate of Pay for Call Back.

10.15 Overtime Rates of Pay

For the purposes 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.

After overtime has been offered to all eligible Full-time and OTFT Employees, the following Employees may be called in to work overtime:

- Employees who are on approved Leave Of Absence;
- Employees who are on vacation;
- Employees who have indicated that they are not available for casual/relief work that day.

Refusals in these instances shall not constitute a refusal as defined in Article 10.18 point h - Assignment of Relief Work.

Employees shall not be called in to work overtime while on:

- Medical Care Leave
- Family Leave
- Bereavement Leave

- **Absence covered by WCB and/or LTD and/or Automobile Accident Insurance Act;**
- **Sick Leave**

In the event overtime is concurrent or coincident with shifts being worked to a maximum of three (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 10.01 - **Standard Hours of Work** shall be defined as overtime and paid at the rate of one and one-half (1 1/2) 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 her/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.

10.16 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.

10.17 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.

10.18 Assignment of Relief Work

a) Determining Relief Assignment

The Employer and the Union are committed to the principle of maximizing hours for Other Than Full-time (OTFT) Employees up to the maximum equivalent to those worked by a Full-time Employee. The Employer agrees to establish and maintain a **relief list for OTFT** 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 relief list. When the Employer determines**

that relief work is required, the most senior available person on the relief 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.

b) Application for Relief Work Form

Employees must fill out one (1) Application For Relief Work form that will be distributed to the department(s) and classification(s) where an Employee is on the relief list. Short-term periods of unavailability (**48** hours or less) are for unexpected events that could not have been foreseen when the Application For Relief Work form was completed. Employees wanting time away from the workplace for vacation should request this time in accordance with the Collective Agreement Article 14.06 - Vacation Period/Posting/Scheduling. Short-term requests for absences from relief requirements may be granted insofar as the regular operation of the facility/agency will permit.

c) Revision to Application for Relief Work Form

Employees may revise their Application For Relief Work form two (2) times per year. March **15th** to be effective April **15th** and September **15th** to become effective October **15th**. The most current relief list shall remain posted at all times.

In addition, Employees may also change their Application for Relief Work form under the following circumstances:

- When an Employee accepts a permanent part-time position or a temporary position that affects their availability;
- When an Employee's temporary position expires and their availability is affected;
- When an Employee returns from an approved leave of absence, LTD, WCB or SGI;
- When an Employee returns to their former position or OTFT casual/relief status during the trial period.

Changes to the Application to Relief Work form will become effective twenty-one (**21**) days following the revision.

An Employee that does not fill in an Application for Relief Work form will not be offered or assigned relief work.

This protocol applies to additional work that was not foreseen when the master rotation was developed 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.

d) **Relief Lists**

Dependent upon Employer needs and Employee availability, an Employee shall be eligible to have her/his name on a maximum of three (3) active **relief lists within the Health Region**. OTFT Employees shall provide a copy of regularly scheduled hours from other departments (where applicable).

e) **Responsibility of Employee to Indicate Overtime Situations and/or Scheduling Conflicts**

The hours of work of an OTFT Employee may be expanded to the standard hours of work identified in **Article 10.01 – Standard Hours of Work**, 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 **relief** work.

f) **Failure to Indicate Overtime**

Should an Employee fail to indicate an overtime situation, **they shall be paid the applicable overtime rate. The Employee may be subject to progressive discipline should she/he repeatedly fail to indicate an overtime situation.**

g) **Additional Shifts**

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.

h) **Failure to Work Relief Shifts**

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 **and allow the Employee to revise their Application for Relief Work form**. Following this discussion, should an Employee not accept work in accordance with their revised Application for Relief Work form such Employee shall be removed from the relief list.

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

i) Employees on Leave

Employees shall not be called in to perform work while on:

- Absence covered by WCB and/or LTD and/or Automobile Accident Insurance Act;
- Sick Leave
- Approved Leave Of Absence, except education leave;
- Medical Care Leave
- Family Leave
- Bereavement Leave
- Vacation
- Exceptions may be made i.e. Maternity Leave following discussions between the Union and the Employer.

j) Consecutive Hours and Days of Work and Rest Periods

Employees shall have a minimum of ten (10) consecutive hours of rest in the 24-hour period calculated from the beginning of the Employee's originally scheduled shift.

- i. Employees shall not work more than six (6) consecutive days without at least one (1) day of rest.
- ii. After working a combination of shifts totaling forty-eight (48) hours on consecutive days, an Employee shall receive at least one day of rest.
- iii. All OTFT Employees shall have a minimum of six (6) days off in a three-week (3) period.

k) Inside The Posted And Confirmed Period

Inside any 24-hour period for last minute relief work, there will only be one enhancement per 24-hour period (calculated from the beginning of the Employee's originally scheduled shift).

Employees are available to work if they are not scheduled or if scheduled for a short shift and a longer shift becomes available in the department where the Employee was scheduled for the short shift. The maximum number of hours that an Employee can work is eight (8) hours per day and no more than one hundred and twelve (112) hours in a three-week (3) period unless covered by an extended shift agreement. Once the Employee has reached this threshold they will not be available for additional work.

Additional work should be offered to Employees on the following basis:

- Offer the shift to the most senior available Employee on the relief list and in accordance with the Application For Relief Work form who:
 - May be scheduled within the department, has the seniority, is qualified and has the ability to do the work, and is working less hours than the shift that needs replacing. The longer shift will be offered and the shorter shift will be replaced.

i.e. If an Employee is scheduled for an **0700-1200** shift and an **0700-1530** shift becomes available, the Employee would be offered the shift within the department.

- Process to offer:

- Employees are responsible to leave phone numbers where they can be reached.

i.e. **If** an Employee is not home leave a phone message and wait a reasonable length of time for a response.

- For relief shifts occurring within the next **fourty-eight (48)** hours an immediate response will be required. For shifts occurring outside **fourty-eight (48)** hours, if a phone message is left, wait a reasonable length of time for a response.

- i. Shifts are day for day replacement not blocks of time.

An Employee cannot drop a block of three (3) short shifts to pick up a block of two (2) longer shifts.

i.e. Monday Tuesday Wednesday
 0700-1300 **0700-1300** **0700-1300**

2 - 12 hour night shifts become available
 1900-0700 **1900-0700**

The Employee would not be able to accept the night shifts as there is a conflict.

i.e. Monday Tuesday Wednesday
 0700-1300 **0700-1300** **0700-1300**

2-12 hour day shifts become available
 0700-1900 **0700-1900**

The Employee could work these two-day (2) shifts and still work the Wednesday **0700 - 1300**.

ii. Employees cannot drop blocks of shifts to pick up a shift.

ie. Monday Tuesday Wednesday
 0700-1300 **0700-1300** **off**

An evening shift becomes available on the Monday **1530 - 2400**. The Employee cannot accept the shift on the Monday as it would then conflict with the Tuesday shift that is already scheduled.

If the evening shift becomes available on the Tuesday the Employee could work the **1530-2400** shift as they were not working on the Wednesday and therefore there would not be a conflict.

iii. If relief work becomes available, the relief work can be offered to an Employee based on their relief availability within the department as long as the additional hours and the Employees' originally scheduled shift does not exceed twelve (**12**) hours in a twenty-four (**24**) hour period. (Calculated from the Employee's originally scheduled shift.)

ie. An Employee that works **0700-1200** can work a shift(s) between **1200-1900** the same day.

iv. Inside the posted and confirmed period Employees will be offered additional hours only within their department unless there are extenuating circumstances. This may include a department where relief staff are only available from other departments.

v. If additional work of less than three (**3**) hours becomes available, the Employee must complete the original shift to access the additional work. The hours can be added to their original shift but shall not exceed the normal daily hours of work.

1) Outside The Posted And Confirmed Period

i. The Application for Relief Work form shall be used to assign relief work to Employees who are on the department relief list. No Employee shall be assigned more than eight (8) hours per day and no more than one hundred and twelve (112) hours in a three (3) week period unless covered by an extended shift agreement.

ie. eight (8) hour shift available - assign the relief work to the most senior available Employee; if a twelve (**12**) hour shift becomes available after you have assigned the eight (8) hour shift, change the eight (8) to a twelve (**12**) and assign the eight (8) to the next most senior available Employee on the department relief list.

ii. Employees have a responsibility to check and update their schedule to see where they are assigned to work either by way of phoning in or checking the actual schedule. Any assigned shifts that are a conflict with other

departments must be communicated immediately to the appropriate supervisors.

- iii. Shifts are day for day replacement not done in blocks of time.

An Employee cannot drop a block of three (3) short shifts to pick up a block of two longer shifts.

i.e. Monday Tuesday Wednesday
 0700-1300 **0700-1300** **0700-1300**

2 - 12 hour night shifts become available
 1900-0700 **1900-0700**

The Employee would not be assigned the night shifts as there is a conflict between the Tuesday night shift and the Wednesday day shift.

i.e. Monday Tuesday Wednesday
 0700-1300 **0700-1300** **0700-1300**

2-12 hour day shifts become available
 0700-1900 **0700-1900**

The Employee would be assigned these two (2) day shifts and still work the Wednesday **0700-1300**.

- Employees cannot drop blocks of shifts to pick up a shift.

ie. Monday Tuesday Wednesday
 0700-1300 **0700-1300** **off**

An evening shift becomes available on the Monday **1530 - 2400**. The Employee cannot be assigned the shift on the Monday as it would then conflict with the Tuesday shift that is scheduled.

If the evening shift becomes available on Tuesday the Employee could work the **1530 - 2400** shift as they are not working on Wednesday and therefore there would not be a conflict. The Employee would be assigned the eight (8) hour shift and the Employer would reassign the **0700 -1300** if deemed necessary.

- Employees scheduled a shift of eight (8) hours cannot give up their shift to go work an eight (8) hour shift in a preferred area, The Employee is already working full-time hours in the day.

- vi. If hours become available and they do not adjoin the shift they can be picked up by the most senior available Employees working a short shift as long as the beginning of their first shift and the end of the hours in the second shift do not exceed twelve (12) hours (twelve (12) hour window in a twenty-four (24) hour period, calculated from the beginning of the Employee's originally scheduled shift).

Application for Relief Work

Home Phone Number and Alternate Phone Numbers (Maximum 3):	1. _____	2. _____	3. _____
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Department/classification/geographic location currently employed in (Maximum 3): 1. _____ 2. _____ 3. _____	Department/classification/geographic location to be added when openings available: 1. _____ 2. _____ 3. _____
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Other Than Full-Time Staff:

1. I ~~am~~ available for additional work Yes No

OTFT Employees shall provide a copy of regularly scheduled hours from other departments (Article 10.18 – Assignment of Relief Work).

2. I am available for same day call in. Yes No

3. Availability: _____

4. Maximum number of shifts in a row I am willing to work: _____

5. Maximum number of hours per week: _____

6. Qualifications and specific training: _____

7. Third Weekend Waiver

I agree to waive the third weekend premium as provided for in Article 10.10 – Third Weekend Premium. Yes No

Other Information:

Employee Signature and Date

Employer Signature and Date

For Office Use Only	Effective Date: _____	Initialed by: _____
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Please obtain a copy of this document from your supervisor or Human Resource representative.

10.19 Maximizing Employment

It is the intent of the Employer that, insofar as the efficient operation of the Employer is concerned the Employer will:

- Employ as many full time Employees as is reasonably possible
 - Where viable, when posting part time positions, incorporate the most hours feasible out of the predictable available work
- a) Purpose
- i. To govern the review and allocation of hours with the goal of maximizing full-time employment.
 - ii. Discussion will take place between the Employer and the Local Union prior to any implementation.
- b) Maximizing Hours in Part Time Positions

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

- i. When departmental reorganization is contemplated, the Employer will meet with the Local Union to discuss the creation of full-time positions;
 - ii. Where positions are vacated, shifts will be distributed to OTFT Part-time Employees, in order of seniority with the aim of incorporating the most hours in a position.
- c) If all shifts are not redistributed as per b) or if mutual agreement cannot be reached as to the redistribution of additional hours, a part-time position will then be posted.

New Letters of Appointment for OFTF Part-time Employees will be issued when additional regular hours are added to their schedule.

Application of b) may result in part-time encumbered positions becoming full time.

- d) If part-time positions within a specific functional area are vacated simultaneously, where operationally feasible, the Employer may combine the positions into a full-time position or a larger part-time position and post as per e).
- e) The Local Union and the Employer will meet to discuss the circumstances under which newly created positions will be posted. In some cases, the posting provisions may be, by mutual agreement, specific to a particular department.

f) **Dispute Resolution**

Any outstanding issues regarding the application of this Article or if resolution is not found at the meeting, the Local Union may choose to access the grievance procedure.

ARTICLE 11 - PAY ADMINISTRATION

11.01 Rates of Pay

Subject to **Schedule A - Pay Equity Pay Band**, effective on the dates indicated, the hourly rates of pay contained in Schedule "A", attached hereto and forming part of this **Collective** Agreement, shall be the **pay equity** rates of pay for all Employees covered by this **Collective** Agreement.

11.02 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/**relief** Employees shall receive one half (1/2) of the annual increment received by full-time Employees, when they **have** 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/**relief** Employee has worked the full prescribed hours worked in a year by a full-time Employee.

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

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 **Band**

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

ii. Different Pay **Band**

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

c) Start Rate of Pay For Second and Subsequent Positions

i. Same Pay **Band**

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

ii. Different Pay **Band**

The **pay equity** 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 **band** shall be placed at the **pay equity** rate which is equivalent to their current **pay equity** rate or if no equivalent rate exists, to the **pay equity** rate **of pay** nearest their current **pay equity** rate **of pay**.

11.03 Pay Periods

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

11.04 Deductions

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

11.05 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.

11.06 Rate of Pay on Lateral Transfer

The hourly pay equity rate of pay of an Employee transferring to a position within the same pay band shall be unchanged.

11.07 Rate of Pay on Promotion

The hourly pay equity rate of pay of an Employee promoted to a higher paid classification shall be advanced to that hourly pay equity rate in the applicable pay band which is next higher than the Employee's current hourly pay equity rate of pay, or to the hourly pay equity rate of pay 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 band.

11.08 Rate of Pay on Voluntary Demotion

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

ARTICLE 12 – EMPLOYEE BENEFIT PLANS

12.01 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 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).

12.02 Pension Plan

A Pension Plan with terms, conditions and benefits administered by the Saskatchewan Healthcare Employees' Pension Plan (SHEPP) shall be provided whereby the Employer shall pay and deduct premiums in accordance with the terms of the Pension Plan.

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

PEBA

Effective thirty (30) days following the signing of this Collective Agreement:

- a) Increase Employer contributions to six point four five percent (**6.45%**) for Employees enrolled in the PEPP.

- b) Increase the Employer contributions by an additional one point four five percent **(1.45%)** up to the Income Tax Act maximum for Employees enrolled in the PSSP who opt to enroll in the PEPP.

12.03 Core Dental Plan

A Core 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.

12.04 Extended Health and Enhanced Dental

The Employer shall provide an Extended Health and Enhanced Dental Plan with the total Employer premiums capped at a maximum of three and one-tenth percent **(3.1%)** of straight time payroll.

12.05 The Employee & Family Assistance Program

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

ARTICLE 13 - ACCESSING AND PORTABILITY OF BENEFITS

13.01 Working In More Than One Location

Where eligible, an Employee who works in more than one (1) location within the Health Region shall accrue and access benefits (sick leave, vacation time and vacation pay) and access SHEPP, Core Dental, Group Life, Extended Health and Enhanced Dental as if she/he worked at a single location for all paid hours.

13.02 Relocating Within The Region

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

ARTICLE 14 – VACATION

14.01 Annual Vacation

All Employees shall be entitled to:

- a) time off for annual vacation of three (3), four (4), five (5), or six **(6)** weeks dependent upon the Employee's continuous employment; and
- b) vacation pay calculated in accordance with Article 14.04 – Vacation Pay.

14.02 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.

14.03 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;

earn fifteen (15) days of vacation credit (to a maximum of one hundred and twenty (120) hours per year)

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;

earn twenty (20) days of vacation credit (to a maximum of one hundred and sixty (160) hours per year)

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;

earn twenty-five (25) days of vacation credit (to a maximum of two hundred (200) hours per year)

iv. during the twenty-fifth (25th) and subsequent years of continuous employment, six (6) weeks and thirty (30) days of vacation credit.

earn thirty (30) days of vacation credit (to a maximum of two hundred and forty (240) hours per year)

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

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

earn fifteen (15) days of vacation credit (to a maximum of one hundred and twenty (120) hours per year)

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

earn twenty (20) days of vacation credit (to a maximum of one hundred and sixty (160) hours per year)

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

earn twenty-five (25) days of vacation credit (to a maximum of two hundred (200) hours per year)

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

earn thirty (30) days of vacation credit (to a maximum of two hundred and forty (240) hours per year)

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

Number of hours eligible for entitlement
----- X vacation benefit = Vacation credits
Number of full prescribed hours per year

14.04 Vacation Pay

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

Vacation credits
Earned in accordance X Employee's regular
With Article 14.03 - rate of pay at the time = Vacation pay
Annual Vacation Entitlement of taking vacation

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.

14.05 Carryover 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 up to forty (40) hours of vacation credits.

- b) Upon written request, in special circumstances, the Employer may approve the carry-over of up to an additional forty (40) hours of vacation credits.
- c) For Employees who have been off work due to certified illness for an extended period of time, the Employer will carryover vacation credits. Should the Employee be off work for three (3) years and one hundred and nineteen (119) calendar days, vacation credits in excess of one hundred and twenty (120) hours shall be paid out if the vacation payout does not affect the benefit from the third party insurer. The Local Union will be notified before vacation credits are paid out.

14.06 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 30th of each year. Once posted, these dates may be changed with 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. Any vacation credits not carried over as per Article 14.05 a) and b) - Carry-over of Unused Annual Vacation Leave must be used by March 31st of each year.
- 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.

14.07 Employees Called Back from Vacation

An Employee shall only be called back in to work in emergent circumstances from scheduled 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 14.06 - Vacation **Period/Posting/Scheduling**, 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.

14.08 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; or
- e) **granted union leave;**

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.

14.09 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.

14.10 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.

14.11 Access to Vacation Credits

Effective April 1, 2007, an Employee shall have access to their vacation credits as earned. Seniority rights for access to vacation credits may be lost where such vacation would interfere with the normal operation of the facility or rights of others.

ARTICLE 15 – STATUTORY HOLIDAYS

15.01 Statutory Holidays

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

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

and any other day proclaimed as a Statutory Holiday by the Federal, Provincial or Municipal Government. However, a civically declared holiday in lieu of any of the above named Statutory Holidays shall not be considered a Statutory Holiday. Notwithstanding any other section of this Collective Agreement, premium pay, as referred to in Article 15.03 – Statutory Holidays Falling on Regularly Scheduled Day of Work shall be paid for work on the actual calendar day, and shall not be paid for work on any alternate named day.

15.02 Saturday or Sunday Holiday

For Employees who are regularly scheduled to work Monday through Friday:

- a) when the Statutory Holiday falls on a Sunday, the holiday will be observed on the following Monday.
- b) when the Statutory Holiday falls on a Saturday, the holiday will be observed on the preceding Friday.

15.03 Statutory Holidays Falling on Regularly Scheduled Day of Work

- a) Full-time Employees

A Full-time Employee who would normally be scheduled or is required to work the Statutory Holiday shall receive pay at the rate of one and one-half (1 1/2 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

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

- b) Other Than Full-time Employees

All OTFT Employees shall be paid bi-weekly on all straight time pay a premium of 4.52% in lieu of Statutory Holiday pay.

An OTFT 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 **for all actual hours worked on** the Statutory Holiday.

15.04 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 (4) weeks before or after the date the Statutory Holiday occurs.

15.05 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 **rate of** pay for each excess hour so worked.

15.06 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) the Employee's regular rate of pay for all hours worked on the Statutory Holiday and, in accordance with Article 15.04 - Statutory Holiday Falling on a Regularly Scheduled Day Off, shall be granted a day off in lieu if full-time.

15.07 Christmas and New Year's 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 **OTFT casual/relief** staff are available and the efficient operation of the workplace will permit.

15.08 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 16 -- SICK LEAVE

16.01 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.

16.02 Accumulation of Sick Leave Credits

Full-time Employees shall accumulate credits at the rate of one and one-quarter (1 1/4) 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:**

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

- 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.

16.03 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.

16.04 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 16.02 – **Accumulation of Sick Leave Credits.**
- 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 **paid hours** in the twelve (12) months preceding the illness or their letter of appointment, whichever is greater.

16.05 Statutory Holidays During Sick Leave

Statutory Holidays designated in Article 15.01 – **Statutory Holidays** occurring during the period when an Employee is on sick leave shall not be charged against the Employee's sick leave credits.

16.06 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.

16.07 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.

16.08 Graduated Return to Work

When an Employee is able to return to the work place on any type of a graduated return to work program, rehabilitation program or work hardening program, the Employer, Local Union and the Employee shall, prior to the Employee returning to work, meet to identify the details surrounding the Employee's return to work.

16.09 Duty to Accommodate

The Employer and the Local Union acknowledge their duty to accommodate Employees with disabilities. Where an Employee notifies the Employer she/he is able to return to work and is unable to do the essential job duties of her/his current position, verified in writing by a licensed physician, the Employer and the Employee shall meet to identify the accommodations required. The Local Union representative shall be present during discussions. In such circumstances, the Employer and the Local Union may agree to waive certain provisions of this Collective Agreement.

16.10 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.

16.11 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.

16.12 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 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 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/his 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 Definite Leave for Prolonged Illness

- 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.

17.03 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 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 **relief** 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 7.02 – **Accumulation of Seniority**.
- 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.

17.04 Indefinite Leave for Prolonged Illness

An Employee suffering from prolonged illness who requires leave further to that granted under Article 17.03 a) - **Indefinite Leave of Absence, Definition**, shall be granted indefinite leave of absence without pay for a period of up to one (1) year.

17.05 Maternity/Paternity/Adoption Leave

- a) An Employee shall be granted up to **eighteen (18) months** 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 **eighteen (18) month** 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 **eighteen (18) months**. 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 16.04 – **Deduction From Sick Leave Credits subject to 16.02 – Accumulation of Sick Leave Credits**.

17.06 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 **SHEPP**, Public Service Superannuation Plan, or Public Employees' Superannuation Plan contributions;
 - Employer's share of Group Insurance premiums;
 - Workers' Compensation premiums;
 - Employer's share of **Core** Dental Plan;

- Employer's share of Extended Health **and Enhanced Dental 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 17.05 c) – **Union Leave** an appropriate amount for the following benefits:
- annual vacation;
 - sick leave;
 - statutory holidays.

17.07 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 if elected to the executive of a professional association related to the Employee's position.

17.08 Paid Jury or Court Witness Leave

Upon proof, an Employee subpoenaed to appear as a witness or **subpoenaed for jury selection 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 Region.**

17.09 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.

17.10 Compassionate Care Leave

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

17.11 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.).

17.12 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 17.10 – Bereavement Leave/Compassionate Leave.

17.13 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.

17.14 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 17.10 a) and b) - **Bereavement Leave/Compassionate Leave**.

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.

January 1 of each year, in addition to the above, full-time Employees shall accrue an additional **three point two five (3.25)** hours per month to a combined maximum of **fourty-five (45)** hours per calendar year. OTFT Employees shall accrue additional family leave on a pro rata basis to a combined maximum total of **fourty-five (45)** hours per calendar year.

This benefit shall not accumulate from year to year.

17.15 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 **payroll** year and the Employee shall provide a copy of notice of confirmation of appointment to their immediate supervisor.

17.16 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 **written** request of the Employee.
- Employee Initiated

Participation in pertinent educational programs is encouraged by the Employer. Upon the **written** 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.

- Attendance at Conferences, Workshops, **In-service, Staff Meetings**, etc.

When the Employer **requests** an Employee to attend a workshop, conference or educational program, **in-service education program, or staff meeting**, 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.

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

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

17.17 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.

17.18 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 7 of this Collective Agreement.

ARTICLE 18 - GENERAL PROVISIONS

18.01 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 **thirty-two point six two cents (\$0.3262)** per kilometer South of the 54th parallel and **thirty-five point seven four cents (\$0.3574)** North of the 54th parallel, with a minimum of four dollars and fifty cents (\$4.50) per round trip.

Effective **date of signing of this Collective Agreement**, the transportation allowance shall be **thirty-eight cents (\$0.38)** per kilometer South of the 54th parallel and **forty-two cents (\$0.42)** 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 traveling home from work, such Employee shall be paid a transportation allowance of **thirty-two point six two cents (\$0.3262)** per kilometer South of the 54th parallel and **thirty-five point seven four cents (\$0.3574)** North of the 54th parallel, with a minimum of four dollars and fifty cents (\$4.50) per round trip.

Effective **date of signing of this Collective Agreement**, the transportation allowance shall be **thirty-eight cents (\$0.38)** per kilometer South of the 54th parallel and **forty-**

two cents (**\$0.42**) 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-two point six two cents (**\$0.3262**) per kilometer South of the 54th parallel and thirty-five point seven four cents (**\$0.3574**) North of the 54th parallel with a minimum of four dollars and fifty cents (\$4.50) 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 date of signing of this Collective Agreement, transportation allowance shall be thirty-eight cents (**\$0.38**) per kilometer South of the 54th parallel and forty-two cents (**\$0.42**) per kilometer North of the 54th parallel with a minimum of four dollars and fifty cents (\$4.50) per day.

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 four dollars and fifty cents (\$4.50) for transportation.

d) Effective April 1, 2006

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

Further reviews will be done according to the following table:

<u>REVIEW PERIOD</u>	<u>EFFECTIVE DATE OF ADJUSTMENT</u>
January 2006 over October 2005	April 1, 2006
April 2006 over January 2006	July 1, 2006
July 2006 over April 2006	October 1, 2006
October 2006 over July 2006	January 1, 2007

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

18.02 Reimbursement for Reasonable Expenses

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 **fifteen dollars** (\$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 **twenty** (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.

18.03 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 and fifty dollars (\$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.

18.04 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 **Collective** Agreement.

18.05 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.

18.06 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.

18.07 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.

18.08 Sharing Cost of Printing The Collective Agreement

The parties to this **Collective** 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.

18.09 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.

18.10 Updating Personal Information

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.

18.11 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.

18.12 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.

18.13 Professional Fees

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 **Regions** shall receive entitlement under this provision from a maximum of one (1) Employer only.

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

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

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

ARTICLE 19 - NORTHERN PROVISIONS

The provisions of this Article are applicable to Keewatin Yatthé Regional Health Authority and Mamawetan Churchill River Regional Health Authority and Cumberland House in the Kelsey Trail Health Region.

19.01 Northern District Allowance

Location	December 12, 2004	October 2, 2005
1	\$107.00	\$108.00
2	\$97.00	\$98.00
3	\$87.00	\$88.00
4	\$59.50	\$60.00
5	\$48.50	\$49.00
6	\$40.50	\$41.00

The allowance shall be prorated for **OTFT** Employees.

19.02 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.

19.03 Special Northern Leave

All Employees will be entitled to Special Northern Leave on their anniversary date. Special Northern Leave must be taken in the year following that in which it was earned.

- Full-time Employees who complete one **(1)** year of service, shall be entitled to forty **(40)** hours of Special Northern Leave.
- OTFT Employees who complete one **(1)** year of service, shall be prorated based on the hours worked in the previous year.

19.04 Northern Health Maintenance

- a) Health transportation shall be provided to Employees to the nearest center where the required service is available. The number of paid trips per fiscal year to a maximum of four (4), for full-time Employees. OTFT Employees shall be pro-rated based on the previous years' hours of work. The calculation will be a pro-ration on each trip to a maximum of four **(4)** trips per fiscal year.
- 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 **(2)** or more Employees are given time off for medical travel, and they are traveling 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 Region is paying, no medical transportation allowance will be paid.

- f) Transportation shall be paid to an Employee for a spouse, or their children (eighteen (18) years of age or under), including adopted children as well as wholly dependent children over eighteen (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 Region. 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.

19.05 Transportation Allowance

See Article 18.01 for allowance.

19.06 Payment of Northern Benefits

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

19.07 Medivac Allowance - Applicable to La Loche Health Centre

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

19.08 Retention Strategies

The following classifications shall be eligible for the annual retention payment:

Kelsey Trail Health Region (Cumberland House)
Dental Assistants

Mamawetan Churchill River Regional Health Authority (La Ronge, Creighton)
Licensed Practical Nurse
MLT/CLXT
Diagnostic Medical Sonographer Working Supervisor
CLXT
Physical Therapy Assistant
Health Records Working Supervisor
Health Information Practitioner
Dental Assistants
Journeyman Cook

Keewatin Yatthé Regional Health Authority
(La Loche, Buffalo Narrows, Ile a la Crosse, Beauval)
CLXT
Licensed Practical Nurse
Dental Assistants

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

hiring anniversary date. The annual retention payment shall be prorated for OTFT Employees.

The annual retention payments for the eligible classifications shall be **as** follows:

	<u>April 1, 2006</u>
La Loche	\$3,000.00
Ile a la Crosse	\$2,835.99
Buffalo Narrows	\$2,564.00
Cumberland House	\$2,305.00
Beauval	\$1,582.00
Creighton	\$1,282.00
La Ronge	\$1,250.00

An Employee who transfers or terminates prior to completion of a full year of service, shall be eligible for a retention payment on a prorated basis if the Employee has completed six **(6)** or more months of continuous service since her/his last employment anniversary date. The prorated calculation will be in direct relation to the Employee's paid hours as compares with full-time annual hours of work.

ARTICLE 20 – PERSONNEL RECORDS

20.01 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.

20.02 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 21 - DISCIPLINE AND NON-CULPABLE TERMINATION/DEMOTION

21.01 Progressive Discipline

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

Except in cases where immediate dismissal is warranted, the parties agree that progressive discipline will be used in dealing with Employees whose conduct is not satisfactory.

In extenuating circumstances, the Employer may forego any step in the Progressive Discipline procedure.

21.02 Documentation of Disciplinary Action

Prior to placement on the Employee's personnel file, any documentation in relation to progressive discipline must be reviewed and discussed with the Employee.

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 Employee's personnel file.

Upon an Employee's request, disciplinary documents shall be removed from an Employee's personnel file after a period of two (2) years for discipline up to suspension and three (3) years for discipline including suspension, provided there is no further discipline documentation of the same or similar nature placed on the Employee's personnel file within the period.

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.

21.03 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 Employee's supervisor or designate, does not result in the desired degree of improvement(s) then formal disciplinary procedures are to be initiated.

21.04 Union Representation

When the Employer requests to meet with an Employee regarding a matter that may result in discipline, the Employee shall be informed prior to the meeting of the general nature of the discussion and of her/his right to have a Union representative present. At any step in the process, if the Employee declines Union representation they shall do so in writing and this shall be kept in the Employee's personnel file.

At all Progressive Discipline meetings a Union officer shall be present to represent the interests of the Union.

21.05 Discipline for Just Cause

No Employee shall be disciplined without just cause, and without being apprised of the issue prior to any disciplinary action being taken. The Employer shall advise the Employee, in writing, of the reasons for discipline and a copy shall be provided to the SGEU Staff Representative.

21.06 Verbal Warning

This is a formal meeting with the Employee involved, Union representative, supervisor and another management representative. 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 Employee's personnel file.

A letter may be issued outlining expectations that were discussed at the verbal warning meeting. Such documentation shall be placed on the Employee's personnel file.

A copy of the expectation letter shall be forwarded to the SGEU Staff Representative.

21.07 Written Warning

This is a formal meeting with the Employee involved, Union representative, supervisor and another management representative.

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.
- Results of management's investigation and decision.
- The behavior that is required in the future.
- The assistance that management is prepared to provide.
- The consequence of non-compliance.
- Future date for follow up of the disciplinary action.

A letter shall be sent to the Employee and to the SGEU Staff Representative outlining the details of the written warning. Such documentation shall be placed on the Employee's personnel file.

21.08 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.

21.09 Suspension

This is the temporary removal of the Employee from the workplace for a defined period. Suspension is applied when coaching and mentoring, verbal warning and written warning have failed to bring about the desired change of behavior or for a serious first offence. A letter shall be sent to the Employee, and to the Union designate and the SGEU Staff Representative, outlining the details of the suspension. Such documentation shall be placed on the Employee's personnel file.

21.10 Dismissal

This is the involuntary termination of employment. When an Employee is 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. The letter will be copied to the Union designate and the SGEU Staff Representative. This will only be implemented for a serious offence where other disciplinary measures have failed, or for a very serious first offence, i.e.: theft, assault, and serious insubordination, or in the circumstances where the Employee meets the following criteria:

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

21.11 Union Access to Personnel File

The Union may have access to an Employee's personnel file with written authorization from the Employee.

The parties agree that appropriate confidentiality will be maintained in all situations.

21.12 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.

ARTICLE 22 – DISPUTE RESOLUTION PROCESS

22.01 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.

22.02 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 **Local** Union shall advise the Employer, in writing, of the names of the 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 Union representative. The Employee and the 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 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) Union representative and/or grievor may temporarily leave assigned duties in order to discuss a grievance with the appropriate representative of the Employer. Such 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 22.05 - 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.

22.03 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.

22.04 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 **to the Union representative** within seven (7) calendar days of the discussion.

22.05 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 **to the Union representative** within fourteen (14) calendar days of the discussion.

22.06 Referral to Alternative Resolution Options

Failing satisfactory resolution of the grievance at the Second Step, either party shall refer the grievance to Article 22.07 - Alternative Dispute Resolution Options, within fourteen (14) calendar days of the Union's receipt of the Employer Designate's written decision.

22.07 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 22.10 – Arbitration.

22.08 Mediation

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

- a) 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;
- b) sending a copy of the grievance, Agreed Statement of Facts and Collective Agreement to **the** Mediator in advance of the Mediation.

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

- ii. 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.

- iii. Expenses

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

The grievor and one (1) 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.

- iv. 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 22.09 – Expedited Arbitration, or if there is no mutual agreement, in accordance with Article 22.10 – Arbitration.

22.09 Expedited Arbitration

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

- a) 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;
- b) sending a copy of the grievance, Agreed Statement of Facts and Collective Agreement to the Expedited Arbitrator in advance of the hearing.

- i. 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.

- ii. 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.

- iii. 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.

22.10 Arbitration

Where a grievance is referred to arbitration in accordance with Article 22.07 – Alternative Dispute Resolution Options or in accordance with Article 22.08 – 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 **Collective** 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 **SAHO Senior Labour Relations Consultant**.

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 23 – TECHNOLOGICAL CHANGE

23.01 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 Region**;
- 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 9.01 – Creation of New Classifications or Changes to Existing Classifications.**

All new positions created as a result of a technological change shall be posted in accordance with **Article 8.01 - Posting of Vacancies or 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 24 – 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 of seniority, to the extent that such positions are available at the new location.

23.02 Severance Pay

An Employee who terminates employment from the Health **Region** as a result of the reasons indicated in **Article 23.01** shall receive Severance Pay in the amount **of:**

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

Any seniority granted under Article 7.06 - Seniority When Re-employed or Article 7.07 - Seniority From Other Union Jurisdictions, will not be used in the calculation of severance pay.

ARTICLE 24 – 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.

When the Employer considers it necessary to initiate layoffs, Full-time and OTFT Part-time Employees with the most seniority in classification(s) subject to the reductions shall be retained.

24.01 Definition of Layoff

A layoff shall be defined as:

- a) the elimination or abolition **of** a full-time or OTFT 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 OTFT Part-time Employees position as per her/his Letter of Appointment.

Layoff shall not apply to Temporary and OTFT – Casual/Relief Employees.

A change to an OTFT 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. Following discussions on hours of work for Home Care Employees, layoff language indicated above for OTFT Home Care Employees may be amended or deleted as agreed to by the parties.

24.02 Role of Seniority in Layoffs

a) Effective Date

For the purpose of layoff and displacement, an Employee's seniority shall be the Saturday prior to the date of layoff notice as issued in accordance with Article **24.04** – Notification of Layoff. A seniority list effective the Saturday prior to the date of the lay-off notice shall be made available to the Bargaining Committee Chairperson and the SGEU Staff Representative 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.

24.03 Discussion of Implementation

In the event the Employer is contemplating layoffs, the Employer shall give written notice to the Bargaining Committee Chairperson and the SGEU Staff Representative at least fourteen (14) days prior to issuing notice of layoff to any Employees. The Employer and the Bargaining Committee Chairperson and the SGEU Staff Representative shall meet to discuss the details of the implementation of Article **24**.

Prior to lay-off notice being issued, an Employee may be placed by mutual agreement, between the Bargaining Committee Chairperson and the SGEU Staff Representative and the Employer, into a suitable vacant position, for which the Employee possesses the necessary qualifications required for the position and the ability to perform the work.

24.04 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 the *Saskatchewan Labour Standards Act*, but in no case will an 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.

24.05 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 **Bargaining Committee Chairperson and the SGEU Staff 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;
- b) to accept reduced hours of work **in the position affected by the lay-off**;
- c) accept layoff and be eligible for re-employment;
- d) to access retirement programs, if any;
- e) **to select a vacant position, if any, provided the Employee possesses the necessary qualifications and the ability to perform the work**;
- f) to work as an OTFT - Casual/Relief Employee;
- g) to terminate from all workplaces where employed in the Health **Region** and accept severance pay in accordance with Article 23.02.

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 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 **representative** 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 **representative** 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.

24.06 Displacement of Employees

Employees subject to layoff or displacement may exercise seniority to displace a full-time or OTFT Part-time Employee with less seniority in a higher paid, lower paid or same paid classification, provided the Employee possesses the necessary qualifications required for the position and the ability to perform the work.

After the Employee has chosen the Employee type (FT or OTFT • PT), classification, and facility/agency within the Health Region that she/he wishes to displace into, she/he will displace the least senior Employee, in the appropriately bundled options. The Employer and the Bargaining Committee Chairperson and/or the SGEU Staff Representative, shall meet to determine the appropriate bundles for bumping purposes.

For the purposes of this Article “bundles” shall mean groups by:

- classification(s),
- full-time equivalent (FTE) hours, and
- location(s).

24.07 Vacancy Placement

Permanent positions which are vacant or filled on a temporary basis will be considered for the purposes of vacancy placement, selection or bumping.

24.08 Trial Period Upon Displacement or Placement, Selection or Re-employment

a) Trial Period Upon Displacement, Placement or Selection

An Employee who exercises seniority to displace another Employee, is placed in a vacant position or selects 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, is placed into a vacant position or selects a vacant position in a different classification shall be required to serve a trial period as set out in Article 8.16 - 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.

b) Trial Period Upon Re-employment

An Employee who is successful in competing for a position in their former classification will not be required to serve a trial period.

An Employee who is successful in competing for a position in a different classification will be required to serve a trial period in accordance with Article 8.16 - 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.

24.09 Confirmation of Election

An Employee who has made an election in accordance with Article 24.05 - Issuance of Notice, Discussion of Options and Time to Select Option shall have the election confirmed in writing by the Employer with a copy to the Local 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.

24.10 Employer to Provide Counseling

The Employer **will offer** counseling and support mechanisms to Employees who are given layoff or displacement notice.

24.11 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 an **OTFT Casual/Relief** Employee in the **workplace** 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.

24.12 Notice of Re-employment

When an Employee has been successful in competing for a position under Article **24.11 - 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 **provided** to the **Bargaining Committee Chairperson and SGEU Staff Representative**. 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.

24.13 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 **pay band** in accordance with Articles 11.07 - Rate of Pay on Promotion and 11.08 - 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 25 - RESIGNATION AND RETIREMENT

25.01 Resignation

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

25.02 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 26 - OCCUPATIONAL HEALTH AND SAFETY

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

26.01 Occupational Health and Safety Committee

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

26.02 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.

26.03 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.

26.04 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.

26.05 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.

26.06 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 **region**/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 27 – WORKERS' COMPENSATION

27.01 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

(WCB), 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:

- a) 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.
- b) The hours paid for **OTFT** part-time and **OTFT casual/relief** Employees receiving Workers' Compensation benefits shall include all paid hours (e.g. regularly scheduled hours, additional casual/relief 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. **The weekly average shall be based on the fifty-two (52) week period ending on the Saturday prior to the first day missed.**
- c) The Workers' Compensation cheque will be made payable to the Employer.
- d) 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 **Long Term Disability** Plan.
- e) 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.
- f) 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.

Any vacation pay out shall be paid out in accordance with Article 14.05 c) - Carry-over of Unused Annual Vacation Leave.

ARTICLE 28 - NURSING POLICY COMMITTEE

28.01 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.

28.02 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 **Collective** Agreement. The Committee shall not supercede the activities of any other committee of the Union or of the Employer.

ARTICLE 29 - TERM OF THIS COLLECTIVE AGREEMENT

29.01 Term Of This Collective Agreement

This **Collective** Agreement shall be effective from **April 1, 2005 to March 31, 2008** and from year to year thereafter.

29.02 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 **Collective** Agreement.

POLICY RE: WORKERS' COMPENSATION BOARD

Employee Status During and After Worker's Compensation Board (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 occurs, 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 (1) 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.

MONETARY TERMS

Existing base rates of pay contained within the Pay Equity Pay Band Schedule "A" will be increased **as** follows:

April 1, 2005 - 2%

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

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

April 1, 2006 – 2%

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

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

April 1, 2007 – 2%

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

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

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

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

**Memorandum of Agreement "A"
Between SAHO and SGEU
Dated January 7, 2006**

MEMORANDUM OF AGREEMENT "A"

BETWEEN

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

AND

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
(hereinafter referred to as SGEU)

Dated January 7, 2006

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

1. The Parties agree to amend Article 1.01 - Term of Agreement of the current Collective Agreement to reflect a term of April 1, 2004 to March 31, 2005.
2. The attached signed articles as well as all other matters negotiated and agreed to by the parties during this round of negotiations, applicable to the term of April 1, 2004 to March 31, 2005, represent amendments to the current Collective Agreement and all other articles of the Collective Agreement remain as current.
3. The parties agree that the title of the wage schedule shall be Pay Equity Pay Band Schedule "A".

Existing base rates of pay contained within the Pay Equity Pay Band Schedule "A" will be increased as follows:

April 1, 2004 - 2%

General wage increase applied to April 1, 2004 pay equity rates

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

4. Effective April 1, 2004 a funding increase of 1% of straight time payroll to the Extended Health and Enhanced Dental Plan.

4. All Employees on staff as of date of signing of the Memorandum of Agreement, shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to this Collective Agreement.
6. The undersigned representatives of the Parties agree unanimously to support and recommend complete acceptance of all terms of this Memorandum of Agreement to their respective Principals and conduct the ratification process involving the said Collective Agreement no later than sixty (60) calendar days following the signing of this Memorandum of Agreement.

The parties further agree that this Memorandum of Agreement "A" must be ratified in conjunction with Memorandum "B", specifically the memorandums are subject to a single ratification process. Rejection of either one of the Memorandums of Agreement shall result in the rejection of the other Memorandum of Agreement.

7. This document is subject to errors and omissions.

Signed on behalf of

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS PROVINCIAL
BARGAINING COMMITTEE

Gloria Wall
Gloria Wall

Tim Hobbins
Tim Hobbins

And

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

Audrey Yaremy
Audrey Yaremy

Gary Bartley
Gary Bartley

Memorandum of Agreement "B"
Between SAHO and SGEU
Dated January 7, 2006

MEMORANDUM OF AGREEMENT "B"

BETWEEN

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

AND

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
(hereinafter referred to as SGEU)

Dated January 7, 2006

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

1. The Parties agree to amend Article 1.01 - Term of Agreement of the current Collective Agreement to reflect a term of April 1, 2005 to March 31, 2008.

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

2. The attached signed articles as well as all other matters negotiated and agreed to by the parties during this round of negotiations, applicable to the term of April 1, 2005 to March 31, 2008, represent amendments to the current Collective Agreement. All other articles of the Collective Agreement remain as current.
3. Existing base rates of pay contained within the Pay Equity Pay Band Schedule "A" will be increased as follows:

April 1, 2005 - 2%

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

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

April 1, 2006 - 2%

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

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

April 1, 2007 - 2%

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

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

4. All Employees on staff as of date of signing of the Memorandum of Agreement, shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to this Collective Agreement.
5. The undersigned representatives of the Parties agree unanimously to support and recommend complete acceptance of all terms of this Memorandum of Agreement to their respective Principals and conduct the ratification process involving the said Collective Agreement no later than sixty (60) calendar days following the signing of this Memorandum of Agreement.

The parties further agree that this Memorandum of Agreement "B" must be ratified in conjunction with Memorandum "A" specifically, the memorandums are subject to a single ratification process. Rejection of either one of the Memorandums of Agreement shall result in the rejection of the other Memorandum of Agreement.

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

Signed on behalf of

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS PROVINCIAL
BARGAINING COMMITTEE

Gloria Wall
Gloria Wall

Tim Hobbins
Tim Hobbins

And

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

Audrey Yaremy
Audrey Yaremy

Gary Bartley
Gary Bartley

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.

In January of each year, the parties will meet to 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 **Local** Union agree to take the following steps as alternatives to job loss:

- to review **and** 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 **Region** 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 **Region** in an effective, efficient manner within the operational time constraints of the work. The Employer is prepared to receive submissions **from** the **Local** Union in this regard.
- The **Local** 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 **Region** 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 **Local** 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 **Region** and **the SAHO/SGEU** Collective Agreement.
- The Parties agree to examine training opportunities to avoid long term contracting out situations.

The Parties hereto have affixed their signatures this 14th day of March, 2006.

Signed on behalf of
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
Susan Halland
Mamawetan Churchill River Regional Health
Authority

Tim Hobbins
Tim Hobbins
Kelsey Trail Health Region

Chris Pohl
Chris Pohl
Kelsey Trail Health Region

Signed on behalf of
Saskatchewan Government and
General Employees' Union

Audrey Yaremy
Audrey Yaremy
Kelsey Trail Health Region

Heather Brown
Heather Brown
Mamawetan Churchill River Regional Health
Authority

Dennis Favel
Dennis Favel
Keewatin Yatthé Regional Health Authority

Sherri Hanson
Sherri Hanson
Kelsey Trail Health Region

Deanna Serhan

Deanna Serhan
Kelsey Trail Health Region

Christina Hettema

Christina Hettema
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Gloria Wall

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Gary Bartley

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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
Kelsey Trail Health Region, Mamawetan Churchill River Regional Health Authority, Keewatin
Yatthé Regional Health Authority

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 six (149.36) 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 10.15 – **Overtime Rates of Pay** and/or all time in excess of one hundred and forty nine point three six (149.36) 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 10.08 - **Shift Premium** 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 (1 1/2) 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.

The Parties hereto have affixed their signatures this 14th day of March, 2006.

Signed on behalf of
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
Susan Halland
Mamawetan Churchill River Regional Health
Authority

Signed on behalf of
Saskatchewan Government and
General Employees' Union

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Audrey Yaremy
Kelsey Trail Health Region

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Gary Bartley
Saskatchewan Government and
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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 **Regions**, 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 full-time Employee **who has successfully completed the probationary and/or trial period**, 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 **and the Health Region Human Resources Department**.
- b) A request for job share is subject to approval by the Employer and the **Chair of the Union Bargaining Committee**.

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 in order to fill the other portion of the job share. Selection shall be on the basis of Article 8 – **Vacancies And New Positions**.
- 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-eight **(28)** 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 **Local 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 8 - **Vacancies and New Positions**. 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 **OTFT casual/relief** 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.
- c) **If the job share participants desire, they may request to pick up additional casual/relief shifts as per Article 10.17 - Assignment of Relief Work.**
- d) Absences of the job share partners shall be offered as per Article 10.18 - **Assignment of Relief Work** or Article 8 - **Vacancies and New Positions**. If no **OTFT casual/relief** Employees, at regular rates of pay are available, then the other job share partner shall endeavor to provide coverage.
- 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 pay **for the job sharing partners** 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 **Letter of Understanding** 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 **Letter of Understanding** 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 14th day of March, 2006.

Signed on behalf of
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
Susan Halland
Mamawetan Churchill River Regional Health
Authority

Tim Hobbins
Tim Hobbins
Kelsey Trail Health Region

Chris Pohl
Chris Pohl
Kelsey Trail Health Region

Deanna Serhan
Deanna Serhan
Kelsey Trail Health Region

Christina Hetteema
Christina Hetteema
Saskatchewan Association of Health
Organizations

Gloria Wall
Gloria Wall
Saskatchewan Association of Health
Organizations

Signed on behalf of
Saskatchewan Government and
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Audrey Yaremy
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Gary Bartley
Saskatchewan Government and
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LETTER OF UNDERSTANDING- #4
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 **Regional Health Authority** and Keewatin Yatthé **Regional Health Authority and Cumberland House in the Kelsey Trail Health Region**. 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.

The Parties hereto have affixed their signatures this 14th day of March, 2006.

Signed on behalf of
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
Susan Halland
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Kelsey Trail Health Region

Signed on behalf of
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Organizations

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

Re: Home Care

The parties shall meet sixty (60) to ninety (90) days following the signing of the Collective Agreement to discuss Home Care hours of work and related issues.

The Parties hereto have affixed their signatures this 14th day of March, 2006.

Signed on behalf of
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
Susan Halland
Mamawetan Churchill River Regional Health
Authority

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Tim Hobbins
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Saskatchewan Association of Health
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Gary Bartley
Gary Bartley
Saskatchewan Government and
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LETTER OF UNDERSTANDING - #6
Between
Saskatchewan Association of Health Organizations
And
Saskatchewan Government and General Employees' Union

Re: Provisions for Former SGEU/PSC Employees

A) Keewatin Yatthé Regional Health Authority or Mamawetan Churchill River Regional Health Authority

- a) Full-time Employees formerly covered by the SGEU PSC Collective Agreement who work 1872 hours per year shall maintain those hours and shall be considered as full-time for benefit entitlement and premiums. Full time Employees may request to permanently convert to annual hours of 1948.8.
- b) Employees previously covered by the SGEU/PSC Collective Agreement and employed in the Keewatin Yatthé **Regional Health Authority** or Mamawetan Churchill River **Regional Health Authority** who were granted vacation in advance of earning it shall continue to receive such vacation.
- c) Employees previously covered by the SGEU/PSC Collective Agreement shall be credited on the first day of the vacation year with the vacation to which they will be entitled based on the years of service they will have completed in that vacation year.
- d) Employees will take their vacation in the year in which it is granted. Employees may carry over up to **fourty (40) hours** of vacation credit into the next vacation year **and Article 14.05 a) – Carry Over of Unused Annual Vacation Leave will not apply.**
- e) Any Employee entitled to vacation under this Letter of Understanding, but wishing to take vacation under the general terms of Article 14 – **Vacation** may elect to do so by written request to the Employer.

B. Kelsey Trail Health Region

Full-time Employees working in positions in the Kelsey Trail Health Region where 1872 hours per year apply shall retain those hours of work and shall be considered as full-time for benefit entitlement and premiums. **Full-time Employees may request to permanently convert to annual hours of 1948.8.**

The Parties hereto have affixed their signatures this 14th day of March, 2006.

Signed on behalf of
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
Susan Halland
Mamawetan Churchill River Regional Health
Authority

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Organizations

Gloria Wall
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Saskatchewan Association of Health
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Signed on behalf of
Saskatchewan Government and
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Audrey Yaremy
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Gary Bartley
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Saskatchewan Government and
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LETTER OF UNDERSTANDING • #7
Between
Saskatchewan Association of Health Organizations
And
Saskatchewan Government and General Employees' Union

Re: Union/Management Committee

Should either party propose to reintroduce Union/Management meetings, the terms of the meetings shall be those defined in Article 7 - District Union/Management Committee of the Collective Agreement between SAHO and SGEU, April 1, 2001 to March 31, 2004.

Should the terms be the same as the Collective Agreement between SAHO and SGEU, April 1, 2001 to March 31, 2004, monetary implications will not be included in costing.

The Parties hereto have affixed their signatures this 14th day of March, 2006.

Signed on behalf of
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
Susan Halland
Mamawetan Churchill River Regional Health
Authority

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Saskatchewan Government and
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LETTER OF UNDERSTANDING - #8
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 she/he separates, dies, or retires from the service.”

The Parties hereto have affixed their signatures this 14th day of March, 2006.

Signed on behalf of
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
Susan Halland
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Christina Hettema
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Saskatchewan Association of Health
Organizations

Gloria Wall
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Signed on behalf of:
Saskatchewan Government and
General Employees' Union

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Audrey Yaremy
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LETTER OF UNDERSTANDING - #9
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 **SHEPP**;

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 her/his 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 (20) working days, shall count as a month's service.

The Parties hereto have affixed their signatures this 14th day of March, 2006.

Signed on behalf of
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
Susan Halland
Mamawetan Churchill River Regional Health
Authority

Signed on behalf of:
Saskatchewan Government and
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Kelsey Trail Health Region

Gary Bartley

Gary Bartley
Saskatchewan Government and
General Employees' Union

Letter of Understanding #10
Between
Saskatchewan Association of Health Organizations (SAHO)
And
Service Employees International Union (SEIU),
Canadian Union of Public Employees (CUPE)
And
Saskatchewan Government and General Employees' Union (SGEU)

Re: Extended Health and Enhanced Dental Benefits Plan

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

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

The Parties hereto have affixed their signatures this 14th day of March, 2006.

Signed on behalf of
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

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Susan Halland
Mamawetan Churchill River Regional Health
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Garv Bartley

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Gloria Wall

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LETTER OF UNDERSTANDING • #11
Between
Saskatchewan Association of Health Organization (SAHO)
And
Service Employees International Union (SEIU),
Canadian Union of Public Employees (CUPE)
And
Saskatchewan Government and General Employees' Union (SGEU)

Re: Review of Emergency Medical Services (EMS) Issues

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

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

The Parties hereto have affixed their signatures this 14th day of March, 2006.

Signed on behalf of
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
Susan Halland
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Gloria Wall

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Organizations

Letter of Understanding #12
Between
Saskatchewan Association of Health Organizations (SAHO)
And
Service Employees International Union (SEIU),
Canadian Union of Public Employees (CUPE)
And
Saskatchewan Government and General Employees' Union (SGEU)

Re: Implementation Issues - Provider Group Joint Job Evaluation

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

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

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

- i. Where certification and/or licensing can be obtained through gaining necessary experience, the attainment of the certification and/or license shall be deemed to be the equivalent of successful completion of education, e.g. power engineer can be certified and licensed by completing the required amount of "firing time" and successfully passing the government examinations.
- ii. Where past practice demonstrates that an individual with sufficient directly related previous experience can satisfactorily perform the job, then this directly related experience hours/years in the ratio of **2** to **1** for hours/years of education shall be deemed to be equivalent. The directly related experience has to be within a specified period of time e.g. **2** years directly related experience would equal **1** year of education within the last five years preceding the application for the job.
- iii. Where the job has specific qualification requirements and an individual has held the job through having the requisite qualification(s) or the equivalent qualification(s) after October **3, 2003**, the individual shall be deemed to have the qualification(s) and the qualification(s) may be transferable with the individual to other jobs that have the same qualification(s).

- iv. Should the qualification(s) change on the Provincial Job Description, the Employee will be deemed to have the equivalent qualification(s) and the qualification(s) may be transferable with the individual to other jobs that have the same qualification(s).
- v. Where an individual without the qualification(s) or the equivalent experience is hired into, or awarded a position, he/she shall be expected to perform the majority of duties within the time period for on-the-job training as specified within the Rating Rationale documentation. As a condition of maintaining employment in this position and classification, the individual will need to demonstrate they have embarked on/enrolled in a program or process that will result in he/she obtaining the qualifications in the specified period of time. As well, the individual will need to demonstrate an ongoing participation in the program or process, at a minimum of every 6 months. Should the individual not meet the condition above, he/she shall revert to casual status in a classification that the individual is qualified for and as negotiated by the parties (SEIU, SGEU) or re-employment list (CUPE) (this shall not be considered a lay-off) as negotiated by the parties.

c. EMS Positions

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

d. Outstanding Bundling Issues

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

e. "300" Series Classifications and Jobs in Dispute

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

The Parties hereto have affixed their signatures this 14th day of March, 2006.

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

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
Susan Halland
Mamawetan Churchill River Regional Health
Authority

Tim Hobbins
Tim Hobbins
Kelsey Trail Health Region

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Kelsey Trail Health Region

Christina Hettema
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Organizations

Gloria Wall
Gloria Wall
Saskatchewan Association of Health
Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees' Union

Audrey Yaremy
Audrey Yaremy
Kelsey Trail Health Region

Heather Brown
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Saskatchewan Government and
General Employees' Union

Letter of Understanding #13
Between
Saskatchewan Association of Health Organizations (SAHO)
And
Service Employees International Union (SEIU),
Canadian Union of Public Employees (CUPE)
And
Saskatchewan Government and General Employees' Union (SGEU)

Re: Implementation Of The Joint Job Evaluation Reconsideration Process
And Maintenance Plan

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

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

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

The Parties hereto have affixed their signatures this 14th day of March, 2006.

Signed on behalf of
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
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Mamawetan Churchill River Regional Health
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Tim Hobbins
Kelsey Trail Health Region

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Letter of Understanding #14
Between
Saskatchewan Association of Health Organizations (SAHO)
And
Service Employees International Union (SEIU),
Canadian Union of Public Employees (CUPE)
And
Saskatchewan Government and General Employees' Union (SGEU)

Re: Review Of Technologist/Technician Classifications

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

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

The review will include:

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

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

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

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

Appendix "A"

Job Classification	JJE Job #
Cardiac Sonography/Cardio Tech W/S	261
Cardio/Neuro Services Team Sup	223
Cardio/Sonographer W/S	255
Cardiology Tech	72
Cardiology/Neurology Tech	224
Cardiology/Tech Wk Supervisor	154
Cardiovascular Tech	89
Certified Laboratory & X-ray Tech I	6
Certified Laboratory & X-ray Tech II	71
Clinical Engineering Technologist	30
Clinical Eng Working Sup	74
Cyto Tech II	220
Cytogenetics Tech	101
Cytology Instructor	229
Cytology Technologist III	215
Cytotechnologist I	218
Diag Med Sonographer	105
Diagnostic Cardio Sonographer	255
Diagnostic Med Sono W/S	247
Diagnostic Med Sono/Instructor	158
Hardware Systems Tech	275
Informatics Coordinator	206
Information System Team Leader	58
Information Systems Tech	57
Information Tech Administrator	31
Information Technology Analyst I	12
Information Technology Analyst II	109
Interventional Services Team Leader	216
Magnetic Res Imaging Tech W/S	198
Magnetic Resonance Imag Tech	189
Med Lab Technologist/Radiology W Sup	228
Med Lab I	70
Med Lab II	129
Med Lab III	134
Medical Rad Supervisor	144
Medical Rad Tech	25
Medical Rad Tech Specialty	34
Neurophysiology Tech	73
Neuro/Tech W/S	260
Nuclear Med Tech III	214
Nuclear Medical Technician I	193
Nuclear Medicine Tech II	194
Polysomnographic Tech	195
Polysomnographic Tech W/Sup	199
Process Analyst Assistant	180
Pulmonary Function Supervisor	150
Pulmonary Functional Tech	184
Pharmacy Technician	3
Pharmacy Technician Working Supervisor	140

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

The Parties hereto have affixed their signatures this 14th day of March, 2006.

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

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Organizations

Signed on behalf of:
Saskatchewan Government and
General Employees' Union

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Letter of Understanding #15
Between
Saskatchewan Association of Health Organizations (SAHO)
And
Service Employees International Union (SEIU),
Canadian Union of Public Employees (CUPE)
And
Saskatchewan Government and General Employees' Union (SGEU)

Re: Market Supplement Program

I. Market Supplement Implementation

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

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

- 1.** The Market Supplement Review Committee must request market information from Employers within (15) days of the date that the request is submitted to the Committee.
- 2.** The Market Supplement Review Committee shall render its decision within **fourty-five (45)** working days of the date the Committee requests labour market information from SAHO's Employer membership. If the SAHO Market Supplement Review Committee fails to act or render its decision within the above timeframes, the issue of a market supplement shall be referred to adjudication as set out below.
- 3.** The Market Supplement Review Committee shall fully disclose to the Union(s) the reasons for its determination of a market supplement request at the time the decision is rendered. Such disclosure shall include the Market Supplement Review Committee's final report and, upon request of the Union(s), labour market information submitted by SAHO or SAHO's Employer membership to the Market Supplement Review Committee, including but not limited to documents containing information on:
 - a) Service delivery impacts: service delivery impacts are analyzed, including options for alternative service delivery models.
 - b) Turnover rates: an annual turnover (loss of Employees to other competitor Employers) ratio to the existing staff complement in any given occupation. Local analysis of reasons for leaving will be necessary to determine any trends that may be emerging.
 - c) Vacancy rate analysis: whereby the frequency and timing of vacancy occurrences (i.e., seasonal; always following an event; etc.) are analyzed for trends that may affect recruitment/retention efforts.

- d) Recruitment issue analysis: whereby issues such as length of recruitment times, training investments, licensing issues, supply and demand issues, etc. are analyzed for trends which may affect recruitment/retention efforts.
- e) Salary market conditions: affected Employer's salary levels are lower than other Employers that affected Employers would expect to recruit Employees from, or other Employers that affected Employees are recruited to. This may be local, provincial, regional or national depending on the occupational group and traditional recruitment relationships. Cost of living considerations may or may not be appropriate to factor into market salary comparisons.

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

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

II. Market Supplement Adjudication

- 1. The determination of market supplement wage rates shall be subject to negotiation between the Union(s) and SAHO.
- 2. Where agreement on a market supplement wage rate cannot be reached by the Union(s) and SAHO, or where the SAHO Market Supplement Review Committee does not recommend that a classification receive a market supplement either expressly or in a timely manner, the matter may be referred to an adjudicator, Phil Johnson, for final determination. In the event that Phil Johnson is not available to conduct the adjudication and render a decision within the time frames identified below, the matter shall be referred to an alternate adjudicator who is mutually acceptable to both the Union(s) and SAHO.
- 3. The Market Supplement Adjudicator shall hear the matter within twenty-eight (28) calendar days of it being referred.

4. In the case of review on the matter of whether a market supplement is appropriate, both the Union(s) and SAHO shall be limited to presenting only the following labour market review criteria: service delivery impacts, turnover rates, vacancy rate analysis, recruitment issue analysis and salary market conditions as defined in I. 3. a) to e).
5. The jurisdiction of the Market Supplement Adjudicator in determining a market supplement wage rate, or determining whether or not a market supplement is appropriate, shall be limited to the labour market criteria as listed above.
6. In the case where a market supplemented wage rate is disputed, both the Union(s) and SAHO shall present a proposed market supplemented wage rate, and shall be entitled to present supporting written documentation. Witnesses shall not be utilized in the hearing.
7. The Market Supplement Adjudicator in determining a market supplement wage rate or determining whether or not a market supplement is appropriate shall be limited to choosing the Unions' or SAHO's final position.
8. The Market Supplement Adjudicator's decision will be binding to all three Unions, the Employer and SAHO regardless of which party initiated the adjudication.
9. The Market Supplement Adjudicator decision shall be published within seven (7) calendar days of the hearing. Sufficient detail to explain the rationale for the decision shall be included in the written decision. The decision shall be final and binding on the parties and will not be subject to appeal.
10. The Union(s) and SAHO will equally share the costs of fees and expenses of the Market Supplement Adjudicator.

III. Market Supplement Eligibility and Review

1. Market supplemented wage rates shall be payable to all eligible Employees in the wage schedules classification, subject to paragraphs three (3) and four (4) below.
2. Employees shall be eligible for the above market supplement wage rates if they are employed on the date the market supplement becomes effective, or if they are hired after the date the market supplement becomes effective.
3. The market supplement wage rates shall be reviewed annually from the date of agreement reached by the Union(s) and SAHO, or the Market Supplement Adjudicator. Should market conditions change so that a review sooner than the annual one is required, the SAHO Market Supplement Review Committee shall undertake such review. Disclosure to the Unions shall be undertaken by the Committee in accordance with I (3).
 - a) If the Market Supplement Review Committee determines that a further market supplement is warranted, then the Union(s) and SAHO shall meet to negotiate the new market supplement rate, or failing same, will refer the matter to an adjudicator in accordance with the provisions outlined in II (2) through II (9).

- b) If it is determined by the Market Supplement Review Committee or an Adjudicator that a market supplement rate is no longer needed, then the market supplement wage rate shall be frozen and existing and newly hired Employees shall be entitled to the market supplemented wage rates until such time as the Collective Agreement wage schedule rate matches or exceeds it.
 - c) It is understood that the market supplemented wage rate is separate to the Collective Agreement Pay Equity Pay Band Schedule A and is not used in the calculation of the general wage percentage increases for the Pay Equity Pay Band rates. General wage percentage increases shall be calculated on the “base wage” only, and the market supplement portion of the “total wage” shall be added to the newly revised “base wage.” This process shall not apply to frozen market supplemented wage rates as set out in b) above.
4. Market supplement earnings shall be considered pensionable earnings, shall be subject to statutory deductions, shall be included in the calculation of Employee benefits where appropriate and shall be subject to union dues deductions as per the formula determined by the Union(s).
 5. Should the Union(s) or SAHO wish to modify or discontinue the terms or conditions of this Letter of Understanding, the party wishing to do so will provide the other party with ninety (90) days notice of the change or discontinuation. The parties shall meet within fourteen (14) calendar days from notification to discuss the matter.

The Parties hereto have affixed their signatures this 14th day of March, 2006.

Signed on behalf of
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
Susan Halland
Mamawetan Churchill River Regional Health
Authority

Tim Hobbins
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Kelsey Trail Health Region

Chris Pohl
Chris Pohl
Kelsey Trail Health Region

Signed on behalf of:
Saskatchewan Government and
General Employees' Union

Audrey Yaremy
Audrey Yaremy
Kelsey Trail Health Region

Heather Brown
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Gary Bartley

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Saskatchewan Government and
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Letter of Understanding #16
Between
Saskatchewan Association of Health Organizations (SAHO)
And
Service Employees International Union (SEIU),
Canadian Union of Public Employees (CUPE)
And
Saskatchewan Government and General Employees' Union (SGEU)

Re: Wage Rates for Graduates

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

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

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

The Parties hereto have affixed their signatures this 14th day of March, 2006.

Signed on behalf of
Saskatchewan Association of Health
Organizations Bargaining Committee

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
Susan Halland
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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 Region 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 14th day of March, 2006.

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

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
Susan Halland
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Danny Hind
Danny Hind
Kelsey Trail Health Region

Gary Bartley
Gary Bartley
Saskatchewan Government and
General Employees' Union

THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE EXECUTED THIS 14th DAY OF March, 2006.

SIGNED ON BEHALF OF THE **KELSEY TRAIL HEALTH REGION, MAMAWETAN CHURCHILL RIVER REGIONAL HEALTH AUTHORITY, AND KEEWATIN YATTHÉ REGIONAL HEALTH AUTHORITY** 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 14th DAY OF March, 2006.

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

Iris Clarke
Iris Clarke
Keewatin Yatthé Regional Health Authority

Susan Halland
Susan Halland
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HISTORICAL DOCUMENTS

LETTER OF UNDERSTANDING - #4 From CA Expiring on March 31, 2004
Kept infor Historical Purposes Only

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 Regional Health Authority

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 - # 5 From CA Expiring on March 31, 2004
Kept infor Historical Purposes Only**

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 Regional Health Authority

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
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Bonnie Erickson (Parkland CC)
North Central Health District

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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

IMPLEMENTATION AGREEMENT

PROVIDER GROUP JOINT JOB EVALUATION (CUPE, SEIU, SGEU and SAHO)

APRIL 5TH, 2004

THE FOLLOWING DOCUMENT WORKS IN CONCERT WITH THE OCTOBER 3RD, 2003 MEMORANDUM OF AGREEMENT.

ITEMS AGREED TO, AND DISPUTED, AS OF APRIL 5TH, 2004

1. Implementation.

May 30th, 2004 will be the implementation date for the JE hourly rates, job descriptions, and postings. The Employer's may implement on an earlier date, however in no case shall implementation occur later than May 30th.

Retroactive pay for the period April 1st, 2003 to May 29th, 2004 inclusive will be paid out twelve (12) weeks after the implementation date. The retroactive pay will be subject to all normal deductions.

Posting of vacant positions shall occur on a "line by line" basis within the facility/department and will be implemented May 30th, 2004 (Attachment A — Wage Schedule). Employees currently working in the same classification at a different implementation rate shall not be precluded from bidding on a vacancy within the same classification.

In the case that the position was previously being paid at an hourly rate higher than the 2007 pay equity rate, the position will be posted at the 2007 pay equity rate.

Positions having only one step in the pay grid shall move to the three step grid and Employees within the position shall move to an appropriate step in accordance with the terms of the Collective Agreement.

2. Red Circled Positions

Current wage schedules for red-circled incumbents will need to be maintained and adjusted to include negotiated economic adjustments, until such time as they have all resigned, retired or transferred/demoted/promoted.

3. Market Supplement Rates

The base rate (not the market supplement rate) should be used to determine eligibility for the lump sum payment and retroactivity.

Employers will be supplying the necessary information to SAHO so that the appropriate corrections can be made. Employers will discuss their findings with the Provider Union prior to the corrections being made.

4. Lump Sum Payment

a. Agreed to as of April 5th, 2004

Employees moving between Employers within the geographic RHA and who were on staff as of October 3rd, 2003, are entitled to the applicable amount of the lump sum payment. Payment will be made by the Employer where the hours were worked.

Employees, including Retirees, who were considered full-time are entitled to the applicable amount of lump sum payments. The Parties recognize that some Employees who worked full time may have worked less than the 1948.8 - 24 hour calculation initially used by SAHO to determine eligibility. Employees are to contact their Payroll Departments to initiate the corrective action.

Retirees whose retirement date was between April 1st, 2002 and October 2nd, 2003 are entitled to the applicable amount of the lump sum payment.

Employees on staff as of October 3rd, 2003 and moved from one Regional Health Authority to another Regional Health Authority within the same union, or to a different Provider Union, with no break in service greater than 120 days are entitled to the applicable amount of the lump sum payment. Payment will be made by the Employer where the hours were worked. Employees entitled to payment from other Regional Health Authorities will identify their request to that Regional Health Authority.

Employees are entitled to the applicable amount of the lump sum payment for any temporary, relief or casual hours worked in an eligible classifications, April 1st 2002 to March 31st, 2003. Employees and Employers will identify the hours worked in the eligible classifications.

Employees who moved to SUN/HSAS or OOS positions prior to October 3rd, 2003 will not be eligible to receive the lump sum payment.

b. Disputed as of April 5th, 2004

Eligibility of Employees on all paid leaves. The Union position is that "Paid hours" should include hours worked, and all paid leaves (including but not limited to union leave) unpaid leaves of absence for up to 30 days, sick leave, vacation (paid or unpaid), parental/Maternity leave(s), DIP, WCB, SGI, LTD and STD.

The Union position is that Employees, including retirees, on staff October 3rd, 2003 become eligible for the lump sum payment by virtue of having worked in an eligible classification or having any of the paid hours above between and/or during the period April 1, 2001 and March 31st, 2003.

The amount of retroactivity is based on the hours worked (including paid hours) during April 1, 2002 and March 31st, 2003. If full-time hours were worked \$1,000.00 is paid. If OTFT during April 1st, 2002 to March 31st 2003 a prorated share of the \$1,000.00 is paid based upon the definition of paid hours.

5. Equivalencies.

a. Agreed to as of April 5th, 2004

On an interim basis (see No. 9 disputed items) and on a without prejudice basis the Unions agree that an Employee would be deemed to have the qualifications for the positions they were placed in by JJE, or were working in October 3rd, 2003. . If the Employee applies for a position within the bargaining unit in the same classification, they would be deemed equivalent with respect to qualifications, subject to the terms of the applicable Collective Agreement.

b. Disputed as of April 5th, 2004

It is the Union's position that non-licensed incumbents are deemed to have qualifications equivalent to those of the classification into which they are being placed on a provincial basis irrespective of bargaining unit, and are deemed to have these qualifications for the purposes of bidding on different classifications having the same qualifications.

For example:

- Employees are to be deemed equivalent even when moving from one Regional Health Authority to another Regional Health Authority and from one Provider Group Union to another.
- Employees are to be deemed qualified when moving from one classification to another classification with the same qualifications (e.g., Laundry to Housekeeping, SCA to Activity Department).

- 6. Hire Rates for Additional New Casual/Relief Positions** Where new positions are added or additional casual Employees are hired in a department/facility having multiple implementation rates of pay for the same job, the rate of pay established shall be the "most common" rate as agreed to by the Parties. There may be circumstances where the Parties agree that the most common rate is not appropriate. These circumstances will be resolved between Union and the Employer.

7. Pharmacy Techs.

The Pharmacy Techs will be added to the October 3rd, 2003 Letter of Understanding re: Technologists.

8. Blended Jobs, 999 Jobs and Operational Issues.

- a. Blended Positions: Employees working in full time blended positions as per paragraph 8 of the memorandum of agreement shall be paid the HSAS rate for the EMT portion of the job.
- b. 999 Jobs These jobs and issues will be dealt with on a Region by Region basis between the Employer and the Union.
- c. Operational Bundling Issues: Where agreement is reached between the Employer and the Union regarding bundling issues their recommendation shall be forwarded to the JE Reconsideration Steering Committee for immediate action.

9. Changes to Preliminary Job Evaluation Results as a Result of Reconsideration.

The Parties agree that the results of Reconsideration will be adjusted on a retroactive basis. Any amounts owing to an Employee as a result of reconsideration will be paid retroactively. Conversely, any overpayments paid to an Employee as a result of incorrect bundling or evaluation will be recovered by the Employer.

10. Dispute Resolution

The Chair of the Dispute Resolution Tribunal shall be Professor Dan Ish. The dates set for the hearing are July 13, 14 and 15, 2004.

Each of the Parties shall name their nominee by mid April, and shall be responsible for the costs of their nominee to the DRT. The Parties shall share equally the costs of the Chair of the DRT.

Each of the Parties shall name their legal counsel by mid-April, and shall be responsible for the costs of their legal counsel

The Parties shall mean SAHO and the UNIONS (CUPE, SEIU, SGEU).

DISPUTED ITEMS

4b. Lump Sum Payment.

Eligibility of Employees on all paid leaves. The Union position is that "Paid hours" should include hours worked, and all paid leaves (including but not limited to union leave) unpaid leaves of absence for up to **30** days, sick leave, vacation (paid or unpaid), parental/Maternity leave(s), **DIP**, WCB, SGI, LTD and STD.

The Union position is that Employees, including retirees, on staff October 3rd, **2003** become eligible for the lump sum payment by virtue of having worked in an eligible classification or having any of the paid hours above between and/or during the period April **1, 2001** and March 31st, **2003**.

The amount of retroactivity is based on the hours worked (including paid hours) during April **1, 2002** and March 31st, **2003**. If full-time hours were worked **\$1,000.00** is paid. If OTFT during April 1st, **2002** to March 31st, **2003** a prorated share of the **\$1,000.00** is paid based upon the definition of paid hours.

5b. Equivalencies.

It is the Union's position that non-licensed incumbents are deemed to have qualifications equivalent to those of the classification into which they are being placed on a provincial basis irrespective of bargaining unit, and are deemed to have these qualifications for the purposes of bidding on different classifications having the same qualifications.

For example:

- Employees are to be deemed equivalent even when moving from one Regional Health Authority to another Regional Health Authority and from one Provider Group Union to another.

- Employees are to be deemed qualified when moving from one classification to another classification with the same qualifications (e.g., Laundry to Housekeeping, SCA to Activity Department).

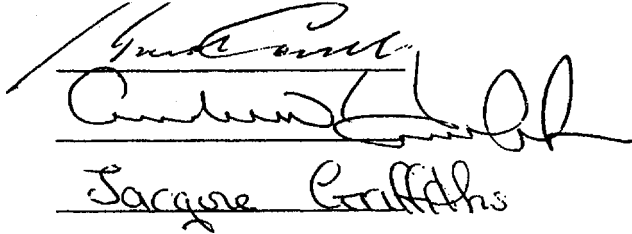
CUPE Employees working 1872 Hours.

Continuation of the negotiated historical agreement between CUPE and SAHO regarding the hourly rate of Employees working 1872 hours.

Further disputed items may be added by mutual agreement between the Parties.

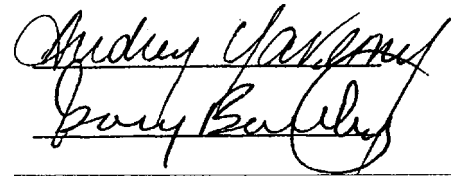
Signed this 5th day of April, 2004

Signing on Behalf of CUPE




Jacquie Griffiths

Signing on Behalf of SGEU



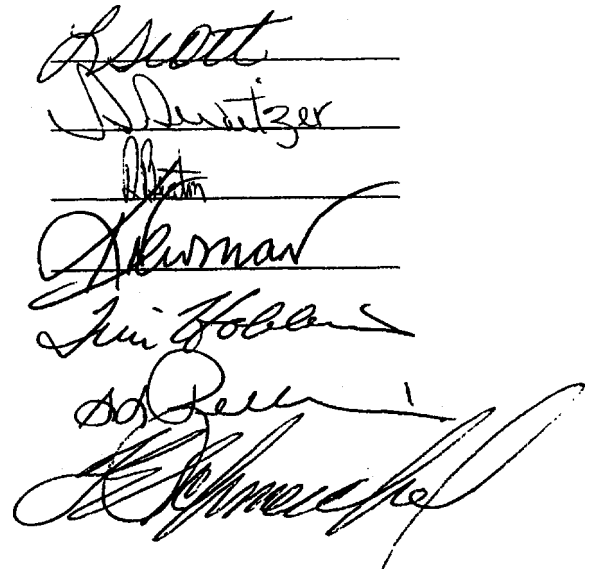
Audrey Yankov

Signing on Behalf of SEIU



Janice Platte

Signing on Behalf of SAHO



Scott

Letter of Understanding
Between
CUPE, SEIU, SGEU
And
SAHO

Re: Joint Job Evaluation Maintenance Plan

I JOINT JOB EVALUATION MAINTENANCE COMMITTEE (JJEMC)

1. The parties shall maintain a joint Union/Management maintenance committee.
 - a) The committee shall be gender neutral and consist of twelve (12) members; at least 50% of which must be women.
 - b) The committee membership shall be two (2) CUPE, two (2) SEIU, two (2) SGEU and six (6) Employer representatives.
 - c) One (1) CUPE, one (1) SEIU, one (1) SGEU and three (3) Employer members shall be necessary for a quorum.
 - d) Committee members shall be rotated with the objective that the typical term of service is two (2) years.
2. The individual who will assist the Joint Job Evaluation Maintenance Committee (JJEMC) will be jointly selected **by** the Unions and SAHO and be compensated by SAHO.
3. The JJEMC members, the Assistant and others that work with the Plan shall be trained on the application of the Plan and in the principles of "Equal Pay for Work of Equal Value".
4. The JJEMC will be responsible for receiving all job data. The JJEMC will review the job data for completeness, perform a job analysis, consolidate the data and rate the jobs.
5. The JJEMC will maintain the integrity of the Plan.
6. The JJEMC will conduct research necessary to carry out its duties.
7. The JJEMC will be responsible for maintaining all Plan documentation as well as recording, in writing, the group consensus rationale and unanimous agreements.
8. The JJEMC shall operate by consensus and shall meet when necessary but at least once every two (2) months.
9. If the JJEMC cannot reach consensus on any matter, it will be dealt with pursuant to the Dispute Resolution Process.
10. JJEMC members shall excuse him or herself from the maintenance process for a position where the committee or a member has identified a conflict of interest.

Conflict of interest includes, but is not limited to, classification decisions on jobs:

- * In their Job
- * Encumbered by family members or personal friends

- * For which they have declared a bias for, or against, and
- * For which they are the immediate in-scope or out-of- scope supervisor.

11. The costs of the Joint Job Evaluation Maintenance Committee (JJEMC) will be born by SAHO.

II THE ROLES AND AUTHORITY OF THE MAINTENANCE COMMITTEE

12. Monitors and makes recommendations to the Bargaining Committee to ensure that negotiated wage settlements do not widen the wage gap or undermine equitable compensation practices and equitable wage relationships.
13. Maintains the Job Fact Sheet and Job Descriptions and modifies them as required from time to time.
14. Develops and maintains an educational program regarding the principles of the plan and how it works.
15. Recommends changes to Job Evaluation factors and weights to the parties, as required.
16. Maintains the notes to raters through additions or amendments of notes.
17. Develops a process, in accordance with pertinent Collective Bargaining Agreements, to evaluate all changed and new jobs following the general principles outlined in the attached flow chart.
18. Endeavours to review 20% to 25% of all jobs each year with priority given to jobs that have changed or jobs that have not been reviewed for some time.
19. Provides the Employers' and the Unions' current job descriptions and other data that constitutes the Plan.
20. Rates new and changed jobs.
21. Upholds the integrity of the Plan through the adjudication of disputes regarding the assignment of factor ratings to the job assignment. In this regard, management members of the panel do not represent nor advocate for Employers and the Union members do not represent nor advocate for the Employee.
22. Questions information presented to determine if it meets the requirements in the notes to raters **and** the intent of the degree definition within the factor.
23. Ensures, where necessary, that information presented is verified as legitimate duties and responsibilities of the job assignment. The JJEMC has the authority to obtain information through questioning and written documentation, to substantiate any statements.
24. Only the JJEMC shall be authorized to sign off the classification level of any job within the plan.
25. Employees and Supervisors have the right to have initial rating decisions reconsidered; upon reconsideration, all decisions made by the JJEMC will be final and binding.
26. Annually reviews and reports to the parties on the use of market-driven adjustments as per Government of Saskatchewan Policy Framework.

III JOINT JOB EVALUATION COMMITTEE ASSISTANT

27. The Assistant will work with Employer Human Resource Departments and Local Unions to determine if existing job descriptions and job ratings can be applied to New Job or Changed Job (Reclassification) requests.
28. The Assistant will assist the Employer Human Resource Departments and Local Unions to determine interim wage rates in order to post new jobs.
29. The Assistant will forward, all information regarding specific requests under articles 27 and 28 of this agreement, to the JJEMC for review.
30. The Assistant will also conduct research, assist with problem solving, provide administrative support (book meetings, record, keep and update databases, administration, documentation, etc.), ensure all parties are made aware of the JJEMC yearly program and perform other duties determined by the JJEMC Committee.

IV JOB RATINGS

In the application of the Manual, the following general rules shall apply:

31. It is the content of the job, and not the performance of the Employee(s) that is being rated.
32. Jobs are rated without regard to existing wage rates.
33. Jobs are not rated and ranked by comparing the specific requirements of the job to the sub-factor definition, guidelines and explanations and notes to raters.
34. Each job will be rated relative to and consistent with all other jobs rated under the Manual.
35. The factors and sub-factors must have an impact on all jobs being rated.
36. A factor rating cannot be adjusted if the duties or responsibilities have been credited in another factor, as this would represent bias due to double crediting.
37. Errors in rating shall be corrected and are not precedent setting.
38. Rating decisions shall include a "sore thumbing" process to ensure consistency in Committee decisions.

V INITIATING THE REVIEW OF A NEW JOB

39. When the Employer creates a new job, the supervisor will complete a Job Review Request Form and a Job Fact Sheet based upon the qualifications and/or the duties proposed for the job. The foregoing will be submitted to the appropriate Human Resources Department.
40. Within five (5) working days, the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.

41. Within fourteen (14) working days, the Human Resources Department and Local Union will arrange to meet with the JJEMC Assistant to determine if an existing job description and profile are appropriate. All material will be forwarded to the JJEMC for review.

NOTE: The posting of a new position will not be delayed by a JJEMC review. The Human Resources Department and the Local Union with the assistance of the JJEMC Assistant will establish an interim wage rate in order that the new job may be posted immediately.

42. If the Human Resources Department and the Local Union, with the assistance of the JJEMC Assistant agree that an existing job description and job rating are appropriate, the job will be posted and an appointment made.

- 42.1 After six (6) months the Human Resources Department will provide the job description and profile to incumbent and supervisor for signoff.

- 42.2 If, after six (6) months but not later than twelve (12) months, either the supervisor or incumbent do not sign off, the incumbent will complete a Job Fact Sheet, the supervisor will comment and the Job Fact Sheet will be forwarded to the JJEMC for review.

43. If the Human Resources Department and the Local Union, with the assistance of the JJEMC Assistant do not agree that an existing job description and job rating are appropriate, the Job Fact Sheet and job description will be forwarded to the JJEMC for review.

NOTE: The posting of a new position will not be delayed by a JJEMC review. The Human Resources Department and Local Union with the assistance of the JJEMC Assistant will establish an interim wage rate in order that the new job may be posted immediately.

- 43.1 After six (6) months the Human Resources Department will provide the job description and profile to incumbent and supervisor for signoff.

- 43.2 If, after six (6) months but not later than twelve (12) months, either the supervisor or incumbent do not sign off, the incumbent will complete a Job Fact Sheet, the supervisor will comment and the Job Fact Sheet will be forwarded to the JJEMC for review.

- 43.3 Also see the attached flow chart titled "Maintenance Procedure New Job".

VI INITIATING THE REVIEW OF A CHANGED JOB (RECLASSIFICATION)

44. Either an Employee or supervisor may complete a Job Review Request Form, a Job Fact Sheet and changes to the job description if they believe qualifications and/or the duties of a job has changed. The foregoing will be submitted to the appropriate Human Resources Department.
45. Within five (5) working days the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.
46. Within fourteen (14) working days, the Human Resources Department and the Local Union will arrange to meet with the Assistant, to determine if the job has changed sufficiently to warrant a review. The three (3) groups will determine if there is an existing job description and job rating that are appropriate. The material will be forwarded to the JJEMC for review.

47. If the Human Resources Department, the Local Union and the Assistant agree that an existing job description and job rating are appropriate, the job will be reclassified immediately and the Employee and the supervisor notified. The material will be forwarded to the JJEMC for review.
48. If the Human Resources Department and the Local Union with the assistance of the JJEMC Assistant cannot agree that an existing job description and job rating are appropriate, the material will be forwarded to the JJEMC for review.
49. If the first review is done by the JJEMC and the incumbent and/or supervisor do not sign off either or both may submit more information to the JJEMC for review.
- 49.1 Any adjustment in pay rates will be effective the date the Review Request Form was received by the Human Resources Department.
- 49.2 Also, see attached flow chart titled "Maintenance Procedure Reclassification".

VII DISPUTE RESOLUTION

50. Failing consensus following the mediation stage, the JJEMC shall refer unresolved disputes to a Dispute Resolution Tribunal.
51. The Dispute Resolution Tribunal is comprised of one (1) Employer-appointed representative, one (1) Union-appointed representative and Chair chosen by the parties from a mutually agreed to list.
52. The jurisdiction of the Dispute Resolution Tribunal shall be limited to the matter in dispute as referred to by the JJEMC.
53. The decision of the Dispute Resolution Tribunal shall be final and binding upon the parties.
54. The parties further agree that this Dispute Resolution protocol must be timely and cost-effective.

VIII INFORMATION TO THE PARTIES

55. The JJEMC will provide the parties with a quarterly report containing the following information:
- > A summary of all reconsideration requests received this quarter.
 - > A summary of all reconsideration requests carried forward from previous quarter.
 - > A summary of all decisions.
 - > Changes to the Provincial Job Fact Sheets and Job Descriptions.

Signed this 3rd day of October, 2003.

CUPE <u>Stephen Foley</u> Stephen Foley	<u>Jacquie Griffiths</u> Jacquie Griffiths
SEIU <u>Russell Doell</u> Russell Doell	<u>Maureen Fryett</u> Maureen Fryett
SGEU <u>Audrey Yaremy</u> Audrey Yaremy	<u>Gary Bartley</u> Gary Bartley
SAHO <u>Laura Scott</u> Laura Scott	<u>Gloria Wall</u> Gloria Wall

Memorandum of Agreement
Between
CUPE, SEIU, SGEU
And
SAHO

1. Implementation

	Total Pay Equity Adjustment as a % of Straight-Time Payroll	Eligible Employees	Employees Furthest from the Line
April 1, 2001	0%	0%	0%
April 1, 2002	0%	0%	0%
April 1, 2003	3%	1%	Remainder
April 1, 2004	3%	1%	Remainder
April 1, 2005	3%	1%	Remainder
April 1, 2006	3%	1%	Remainder
April 1, 2007	Remainder		

2. Wage Schedules

As per Attachment A.

3. Red Circled Salaries

All incumbents in recognized red-circled jobs shall be paid one hundred percent (100%) of any negotiated wage and benefit increases.

4. Market Supplement Letter of Understanding

As per Attachments.

5. Retroactivity

Employees who are eligible for retroactive pay for the period of April 1, 2001 to March 31, 2003, and on staff as of date of signing shall receive a one time payment in lieu of the retroactive pay.

Employees who are eligible for retroactive pay and who have retired during the period April 1, 2001 to March 31, 2003 shall receive a one time payment in lieu of the retroactive pay.

Payment shall be based on the following:

- Payment of \$1000 per full time Employee based on regular hours worked during the period April 1, 2002 to March 31, 2003 inclusive of paid leaves of absence.
- Payment shall be prorated for other than full time Employees based on regular hours worked during the period April 1, 2002 to March 31, 2003 inclusive of paid leaves of absence.

This amount will be subject to federal and provincial statutory deductions only.

In accordance with the Implementation Schedule, eligible Employees, who are on staff as of date of signing of this Memorandum of Agreement, including Retirees, shall receive retroactive pay based on hours worked at regular time for the period April 1, 2003 to the implementation of the new 2003 JJE wage rate.

6. Previous Evaluation Plan(s)

The Joint Job Evaluation plan replaces all previous classification plans, (i.e. CWS).

7. Steps

Each new pay-band will have three steps. Movement from current step to the new step structure is in accordance with the following table:

Current 7 Step Grid		Current 6 Step Grid		Current 5 Step Grid		Current 4 Step Grid		Current 3 Step Grid	
From	To	From	To	From	To	From	To	From	To
7	3								
6	3	6	3						
5	3	5	3	5	3				
4	3	4	3	4	3	4	3		
3	3	3	3	3	3	3	3	3	3
2	2	2	2	2	2	2	2	2	2
1	1	1	1	1	1	1	1	1	1

- In no case would an Employee receive a rate of pay lower than their current rate of pay as of date of signing.
- Anniversary dates of all Employees remain unchanged.
- Employees shall be placed in a step that would provide a rate of pay equal to or greater than their present rate of pay.

8. Implementation Adjustments

8.1 Blended jobs

Employees working in an existing blended position (i.e. LPN/EMR) shall be assigned two (2) rates of pay (if applicable). In no case shall Employees working in **an** existing blended position (i.e. EMR/EMT) experience a reduction in pay when working in that part of the position which has a lower preponderance of hours worked.

8.2 Non-Qualified Incumbents

Effective date of signing, all Employees shall be grandfathered with qualification equivalent to that of the classification in which they have been placed.

Licensed Incumbents

Individuals who do not meet the qualifications for a classification into which they have been placed shall be grandfathered into that classification; however, if they wish to move to another permanent position within that classification they will be required to meet the qualifications of that classification.

9. Ratification

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

This Agreement, including the maintenance of the joint job evaluation plan and any future Collective Agreements, shall comply with the terms of the Government of Saskatchewan Policy Framework on Equal Pay for Work of Equal Value and Pay Equity.

ALL OF WHICH IS AGREED this 3rd day of October, 2003.

For SAHO:

Laura Scott

Laura Scott

Francis Schmeichel

Francis Schmeichel

Gloria Wall

Gloria Wall

For SGEU:

Audrey Yaremy

Audrey Yaremy

Bonnie Erickson

Bonnie Erickson

Gary Bartley

Gary Bartley

Roselyn Colwell

Roselyn Colwell

Maureen Fryett

Maureen Fryett

For CUPE:

Stephen Foley

Stephen Foley

Gord Campbell

Gord Campbell

Jacque Griffiths

Jacque Griffiths

John Weldon

John Weldon

For SEIU:

Barbara Cape

Barbara Cape

Janice Platzke

Janice Platzke

Russell Doell

Russell Doell

Letter of Understanding
Between
Saskatchewan Association of Health Organizations
And
Saskatchewan Government and General Employees' Union

Re: Market Supplement Program

I. Market Supplement Implementation

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

1. The Market Supplement Review Committee must request market information from Employers within (15) days of the date that the request is submitted to the Committee.
2. The Market Supplement Review Committee shall render its decision within forty-five **(45)** working days of the date the Committee requests labour market information from SAHO's Employer membership. If the SAHO Market Supplement Review Committee fails to act or render its decision within the above timeframes, the issue of a market supplement shall be referred to adjudication as set out below.
3. The Market Supplement Review Committee shall fully disclose to SGEU the reasons for its determination of a market supplement request at the time the decision is rendered. Such disclosure shall include the Market Supplement Review Committee's final report and, upon request of SGEU, labour market information submitted by SAHO or SAHO's Employer membership to the Market Supplement Review Committee, including but not limited to documents containing information on service delivery, turnover rates, vacancy rates, recruitment issues and salary market conditions. Should the Market Supplement Review Committee fail to act or render a decision, or if SGEU disagrees with the decision, within the timeframes in I(2), this disclosure shall occur upon receiving notice of referral to adjudication from SGEU.

II. Market Supplement Adjudication

1. The determination of market supplement wage rates shall be subject to negotiation between SGEU and SAHO.

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

III. Market Supplement Eligibility and Review

1. Market supplemented wage rates shall be payable to all eligible Employees in the wage schedules classification, subject to paragraphs three (3) and four (4) below.
2. Employees shall be eligible for the above market supplement wage rates if they are employed on the date the market supplement becomes effective, or if they are hired after the date the market supplement becomes effective.
3. The market supplement wage rates shall be reviewed annually from the date of agreement reached by SGEU and SAHO, or the Market Supplement Adjudicator. Should market conditions change so that a review sooner than the annual one is required, the SAHO

Market Supplement Review Committee shall undertake such review. Disclosure to SGEU shall be undertaken by the Committee in accordance with I (3).

- a) If the Market Supplement Review Committee determines that a further market supplement is warranted, then SGEU and SAHO shall meet to negotiate the new market supplement rate, or failing same, will refer the matter to an adjudicator in accordance with the provisions outlined in II (2) through II (9).
 - b) If it is determined by the Market Supplement Review Committee or an Adjudicator that a market supplement rate is no longer needed, then the market supplement wage rate shall be frozen and existing and newly hired Employees shall be entitled to the market supplemented wage rates until such time as the Collective Agreement wage schedule rate matches or exceeds it.
 - c) It is understood that the market supplemented wage rate is separate to the Collective Agreement Wage Schedule and is not subject to economic increases or classification adjustments during the term of the Collective Agreement. However, this will not preclude an annual market supplement review and if applicable, a market supplemented wage increase may be provided that could include an economic increase.
4. Market supplement earnings shall be considered pensionable earnings, shall be subject to statutory deductions, shall be included in the calculation of Employee benefits where appropriate and shall be subject to union dues deductions as per the formula determined by the Union.
 5. Should SGEU or SAHO wish to modify or discontinue the terms or conditions of this Letter of Understanding, the party wishing to do so will provide the other party with ninety (90) days notice of the change or discontinuation. The parties shall meet within fourteen (14) calendar days from notification to discuss the matter.

ALL OF WHICH IS AGREED this 3rd of October, 2003.

FOR SAHO

Gloria Wall
Gloria Wall

FOR SGEU

Audrey Yaremy
Audrey Yaremy

Gary Bartley
Gary Bartley

LETTER OF UNDERSTANDING

Between

CUPE, SEIU, SGEU

And

SAHO

Re: REVIEW OF TECHNOLOGIST CLASSIFICATIONS

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

To ensure that the job content of the technologist's jobs is fully accounted for within the evaluation system, the reconsideration Committee will conduct a thorough review of the classifications listed in the attached Appendix A.

The review will include:

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

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

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

Signed this 3rd day of October, 2003.

CUPE	<u>Stephen Foley</u>	<u>John Weldon</u>
	Stephen Foley	John Weldon

SEIU	<u>Russell Doell</u>	<u>Maureen Fryett</u>
	Russell Doell	Maureen Fryett

SGEU	<u>Audrey Yaremy</u>	<u>Gary Bartley</u>
	Audrey Yaremy	Gary Bartley

SAHO	<u>Laura Scott</u>	<u>Gloria Wall</u>
	Laura Scott.....	Gloria Wall

APPENDIX "A"

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

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

SAHO Saskatoon.....306-374-3480
SAHO Regina.....306-347-5500
SAHO Benefits.....306-347-5519

Highway Hotline

City of Regina and surrounding area.....306-787-7623
City of Saskatoon and surrounding area.....306-933-8333
All other areas of Saskatchewan Toll Free..... 1-888-335-7623

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