

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
Wages – Nurse A top of range - \$32.96 Nurse B top of range - \$35.92 Nurse C top of range – \$39.15	5% increase April 1, 2008 Nurse A top of range - \$34.61 Nurse B top of range - \$37.72 Nurse C top of range - \$41.11  5% increase April 1, 2009 Nurse A top of range - \$36.34 Nurse B top of range - \$39.61 Nurse C top of range - \$43.16	This wage proposal equals recent Alberta and Manitoba settlements; Alberta - 5% in each of two years Manitoba – 4.8% and 5.2%  And exceeds a recent settlement in Ontario – 3.25%, 3% and 3%	April 1, 2008 – 17.3% for Nurse A, B,C 65% for Nurse Practitioner  <i>(Nurse Practitioners are currently Nurse C's, SUN has proposed a separate wage for this classification, 65% above the current wage rate)</i>  April 1, 2009 – 5% April 1, 2010 – 5%

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<p><b>Contracting Out</b></p> <p><b>6.16</b> (a) At least sixty (60) days prior to the Employer contracting or subcontracting out work of the bargaining unit, the Employer shall meet with the Union to discuss their intentions. In such discussions, the Employer(s) will fully disclose its reasons for the decision to contract or subcontract such work and give the Union an opportunity to suggest ways which the work might otherwise be performed.</p> <p>(b) Should contracting out work of the bargaining unit occur, the Employer agrees that all full-time and OTFT – RPT and JS Employees within the bargaining unit with more than three years seniority shall be retained.</p> <p>(c) Affected Employees shall have access to the provisions of Article 28 - Layoff and Re-employment.</p>	<p>No change proposed. The current language provides a mechanism for employers to hire contract nurses in to reduce overtime and provide vacation relief and/or workload relief in specific situations.</p>		<p>Delete current language and replace with:</p> <p><b>The Employer shall not contract out bargaining unit work.</b></p>

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<p><b>7.02 Definitions</b></p> <p>c) <u>Weekend</u></p> <p>A weekend shall mean fifty-five (55) consecutive hours between 0700 hours Friday and 0700 hours Monday, and in every case, the Employee shall not be required to commence her next scheduled shift before 2230 hours Sunday.</p>	<p><b>7.02 Definitions</b></p> <p>(c) <u>Weekend</u></p> <p><b>A weekend shall mean <del>fifty-five (55)</del> forty eight (48) consecutive hours between 0700 hours Friday and 0700 hours Monday, 0001 hours Saturday and 2400 hours Sunday. <del>and in every case, the Employee shall not be required to commence her next scheduled shift before 2230 hours Sunday</del></b></p>	<p>Current language describes a weekend as 55 consecutive hours between 0700 Friday to 0700 on Monday in Article 7.02. Employers have proposed that a weekend be defined as 48 consecutive hours between 0001hours Saturday and 2400 hours Sunday, the same as a weekend is defined in Article 14 (Shift Differential and Weekend Premium).</p>	<p>No change proposed.</p>

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<p><b>7.03 Work Schedules</b></p> <p>(a) Each Employer shall develop and maintain a master work schedule for regularly scheduled Employees. The master work schedule shall be mutually satisfactory to the Employer and the Local. The master work schedule is subject to change with a minimum notice of fourteen (14) calendar days in advance of the actual week being worked to the affected Employee(s).</p> <p>(b) Provisional work schedules shall be posted at least forty-two (42) calendar days in advance of the actual work week being worked.</p> <p>(c) Notwithstanding 7.03 (b) above, work schedules shall be confirmed and posted fourteen (14) calendar days in advance of the actual week being worked. Deviation from the confirmed and posted schedule shall only be by mutual agreement of the Employee(s) affected. If there is mutual agreement the changes shall not be subject to premium rates.</p>	<p><b>7.03 Work Schedules</b></p> <p>a) Each Employer shall develop and maintain a master work schedule for regularly scheduled Employees. The master work schedule shall be mutually satisfactory to the Employer and the Local. <b>If such mutual satisfaction is not forthcoming the master work schedule, as approved by the Employer, shall be implemented.</b> The master work schedule is subject to change with a minimum notice of fourteen (14) calendar days in advance of the actual week being worked to the affected Employee(s).</p>	<p>Employers have retained the language “The master work schedule shall be mutually satisfactory to the Employer and the local”, and have proposed additional language stating “If such mutual satisfaction is not forthcoming the master work schedule as approved by the Employer shall be implemented”.</p> <p>This still allows for employee/union input, but if agreement cannot be reached the Employer can implement a schedule that conforms to all the scheduling rules of the collective agreement. This will provide a master work schedule, in a timely manner and consistent with the collective agreement, allowing employees to know in advance what their schedules will be in the future.</p>	<p><b>7.03 Work Schedules</b></p> <p>a) Each Employer shall develop and maintain a master work schedule for regularly scheduled Employees. The master work schedule shall be mutually satisfactory to the Employer and the Local. The master work schedule is subject to change with a minimum notice of <del>fourteen (14)</del> <b>(forty two)</b> calendar days in advance of the actual week being worked to the affected Employee(s).</p> <p><del>b) Provisional work schedules shall be posted at least forty two (42) calendar days in advance of the actual work week being worked.</del></p> <p>c) <del>Notwithstanding 7.03 (b) above,</del> <b>Notwithstanding 7.03 (b) above,</b> work schedules shall be confirmed and posted <del>fourteen (14)</del> <b>(forty two)</b> calendar days in advance of the actual week being worked. Deviation from the confirmed and posted schedule shall only be by mutual agreement of the Employee(s) affected. If there is mutual agreement the changes shall not be subject to</p>

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<p>(d) When Employee(s) are required to change their shift from the confirmed and posted schedule as a result of an Employer directive, the Employee(s) shall be paid a premium of double time (2X) for all shift(s) so changed. It is agreed, however, that in emergency circumstances which could not have been foreseen by the Employer, the double time (2X) rate shall only be paid for the first five (5) shifts so changed.</p>			<p>premium rates.  d) When Employee(s) are required to change their shift from the confirmed and posted schedule as a result of an Employer directive, the Employee(s) shall be paid a premium of <del>double time (2X)</del> <b>three times (3X)</b> for all shift(s) so changed. It is agreed, however, that in emergency circumstances which could not have been foreseen by the Employer, the <del>double time (2X)</del> <b>three times (3X)</b> rate shall only be paid for the first five (5) shifts so changed.</p>

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<p><b>7.13 Mutual Shift Trades</b></p> <p>An Employee(s) shall be able to trade shifts with another Employee(s) who is capable of undertaking the same or similar work. Mutual shift trades shall not be subject to premium rates unless premium rates would have been paid irrespective of the trade.</p> <p>Each shift trade shall be completed within a forty two (42) day period unless mutually agreed otherwise between the Local and the Employer. The Employee who initiates the shift trade is only responsible to ensure that her traded shift is worked if the Employee who accepted the trade transfers to another position or resigns her position.</p>	<p><b>7.13 Mutual Shift Trades</b></p> <p>An Employee(s) shall be able to trade shifts with another Employee(s) who is capable of undertaking the same or similar work <b>with forty-eight (48) hours written notice to their immediate supervisor. The forty eight (48) hours notice may be adjusted if mutually agreed between the Employee and Employer.</b> Mutual shift trades shall not be subject to premium rates unless premium rates would have been paid irrespective of the trade.</p> <p>Each shift trade shall be completed within a forty two (42) day period unless mutually agreed otherwise between the Local and the Employer. The Employee who initiates the shift trade is only responsible to ensure that her traded shift is worked if the Employee who accepted the trade transfers to another position or resigns her position.</p>	<p>Employers have proposed language that requires employees to give 48 hours written notice to their supervisor if they trade shifts, and have included language that allows the 48 hours to be adjusted if agreed between the Employee and the Employer. Under the current language managers may be unaware of shift trades until after they occur. With 48 hours notice managers will have the opportunity to assess the staffing experience complement resulting from trades and add staff, if necessary to continue quality patient care.</p>	<p>No change proposed.</p>

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<p><b>7.20 Implementation of Optional Scheduling Arrangements</b></p> <p>There shall be eight (8) optional scheduling systems as set out in Articles 7.21 to 7.28, which shall be applied upon mutual agreement, in writing, between the Union and the Employer. The normal hours of work shall be eight (8) hours.</p> <p>Any shift option shall only be implemented at the request of the Employees on a Unit and with the approval of the Employer. At the time of instituting the twelve (12) or ten (10) hour shift, any Employee(s) may select to continue working eight (8) hour shifts and shall be scheduled accordingly. Should the Employer determine a need for additional eight (8) hour shift positions, and in the event that agreement amongst the Employees cannot be reached, the</p>	<p><b>7.20 Implementation of Optional Scheduling Arrangements</b></p> <p>There shall be eight (8) optional scheduling systems as set out in Articles 7.21 to 7.28, which shall be applied <b>on existing units and/or positions</b> upon mutual agreement, in writing, between the <b>Employees on a Unit</b> and the Employer. <del>The normal hours of work shall be eight (8) hours.</del> <b>The Employer has the right to post positions on a newly created unit and/ or position in accordance with one of the aforementioned scheduling systems.</b></p> <p><del>Any shift option shall only be implemented at the request of the Employees on a Unit and with the approval of the Employer.</del> At the time of instituting the twelve (12) or ten (10) hour shift, any Employee(s) may select to continue working eight (8) hour shifts and shall be</p>	<p>Under current language a shift option (other than 8 hour shifts) shall only be implemented at the request of Employees on a unit and with the approval of the Employer. The collective agreement prohibits Employers from requesting or initiating shift option discussions with Employees or the Union. Employers have proposed new language allowing Employers to determine the shift option for new units. Once determined, vacancies for a new unit would be posted as per the collective agreement and nurses willing to work that option (i.e. 12 hour shifts) could bid into those positions. Nurses not willing to work the 12 hour shifts would not bid on the positions. Under current language, Employers must post all positions in a new unit as 8 hour shifts, and wait to see if the successful applicants request an alternate shift option. Applicants wishing to work 12 hour shifts do not know what the</p>	<p>No change proposed.</p>	

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<p>Employee(s) with the least bargaining unit seniority may be required to fill these positions.</p> <p>The shift option(s) shall be for a trial period of six (6) months. There must be mutual agreement between the Employer and the Union to continue the shift option. Any shift option may be terminated by either party with ninety (90) days notice. An orderly return to an eight (8) hour shift schedule shall be agreed upon in the event of the termination of a shift option.</p>	<p>scheduled accordingly. Should the Employer determine a need for additional eight (8) hour shift positions, and in the event that agreement amongst the Employees cannot be reached, the Employee(s) with the least bargaining unit seniority may be required to fill these positions.</p> <p>The shift option(s) shall be for a trial period of six (6) months. There must be mutual agreement between the Employer and the Union to continue the shift option. Any shift option may be terminated by either party with ninety (90) days notice. An orderly return to an eight (8) hour shift schedule shall be agreed upon in the event of the termination of a shift option</p>	<p>future shift options will be until the unit is open. The Employer's new proposal would allow all applicants to know if they are bidding onto a 12 hour unit or an 8 hour unit at the time they make application to positions on the new unit.</p>	

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<p><b>8.01 Overtime in Emergency Circumstances</b></p> <p>Employees shall not be required to work overtime against their wishes except in emergency circumstances. An emergent circumstance shall be defined as a circumstance driven by an unforeseen and/or unpredictable influx of patients and/or an unanticipated increase in care required to address patient well being.</p> <p>Such overtime shall be consistent with the Employee's normal responsibilities in her work area.</p>	<p><b>8.01 Overtime in Emergency Circumstances</b></p> <p>Employees shall not be required to work overtime against their wishes except in emergency circumstances. An emergent circumstance shall be defined as a circumstance driven by an unforeseen and/or unpredictable influx of patients and/or an unanticipated increase in care required to address patient well being <b>and/or an unanticipated decrease or lack of staffing.</b></p> <p>Such overtime shall be consistent with the Employee's normal responsibilities in her work area.</p>	<p>Employers wish it to be clarified in the collective agreement that an unanticipated decrease or lack of staffing is an emergent circumstance and employees could be required to work overtime, just as they can be required to do so now, if there were an unforeseen and/or unpredictable influx in patients or an unanticipated increase in patient care.</p>	<p><b>8.01 Overtime in Emergency Circumstances</b></p> <p>Employees shall not be required to work overtime. <del>against their wishes except in emergency</del> circumstances. <del>An emergent circumstance shall be defined as a circumstance driven by an unforeseen and/or unpredictable influx of patients and/or an unanticipated increase in care required to address patient well being.</del></p> <p>Such overtime shall be consistent with the Employee's normal responsibilities in her work area.</p>

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<p><b>ARTICLE 9 - IN-CHARGE PAY</b></p> <p><b>9.01</b> Charge Pay shall be paid for the co-ordination of Unit activities on a ward, Unit or Facility/Agency.</p> <p>Where a nursing supervisor is not on duty on the ward, Unit or in the Facility/ Agency, or she is not available to co-ordinate the Unit activities or an assignment is made, an Employee shall be designated “In Charge” of the ward, Unit or Facility/ Agency and paid a premium of one dollar (\$1.00) per hour effective date of signing the collective agreement.</p> <p>Effective April 1, 2007 the premium for charge pay will be one dollar and fifteen cents (\$1.15) per hour.</p> <p>Charge pay shall be applicable to all positions where the Employee has been designated in charge.</p>	<p><b>ARTICLE 9 - IN-CHARGE PAY</b></p> <p><b>9.01</b> Charge Pay shall be paid for the co-ordination of Unit activities on a ward, Unit or Facility/Agency.</p> <p>Where a nursing supervisor is not on duty on the ward, Unit or in the Facility/Agency, or she is not available to co-ordinate the Unit activities or an assignment is made, an Employee shall be designated “In Charge” of the ward, Unit or Facility/Agency and paid a premium of one dollar <b>and fifteen cents (\$1.15)</b> per hour <del>effective date of signing the collective agreement.</del></p> <p><del>Effective April 1, 2007 the premium for charge pay will be one dollar and fifteen cents (\$1.15) per hour.</del></p> <p>Charge pay shall be applicable to all positions where the Employee has been designated in charge <b>but is not applicable to those positions that have been evaluated inclusive of the co-ordination of unit activities.</b></p>	<p>Employers have proposed Charge Pay “ is not applicable to those positions that have been evaluated inclusive of the coordination of unit activities”. This means employees are not eligible for charge pay where their job description already includes supervisory duties and/or charge duties and the job evaluation process has already taken into account those duties, in the determination of the hourly wage rate for the job.</p> <p>The Employer’s proposal is a reflection of discussions held between the parties during the last round of bargaining. An arbitration hearing is currently in process regarding this issue.</p>	<p>The Employer shall designate an employee “in charge” to coordinate the activities on each ward, unit, and facility/agency for all shifts.</p> <p>A premium of 5.5% of the top step of the Nurse A classification for all hours for which the “in charge” duty is assigned and no pro-ration for partial hours.</p> <p><i>(This would increase charge pay from the current \$1.15 per hour to \$2.12, \$2.23 and \$2.34 in the next three years)</i></p>

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<p><b>ARTICLE 13 - TRANSPORTATION EXPENSE</b></p> <p>(c) All Employees who are required to use their vehicle for the conduct of the Employer's business on a continuing basis as a condition of employment shall be reimbursed at a kilometreage rate of thirty-eight point one cents (\$0.381) per kilometre.</p> <p>A monthly car allowance will also be provided for the purpose of contributing to such items as car depreciation, car maintenance and repair and business liability coverage.</p> <p>(i) One hundred and eighty-five dollars (\$185.00) per month for full-time Employees;</p> <p>(ii) For other than full-time Employees, on a pro rata basis per day worked on days in which the Employee utilized her vehicle.</p>	<p><b>ARTICLE 13 - TRANSPORTATION EXPENSE</b></p> <p><b>Delete second paragraph of (c)</b></p> <p><b>(i) On days in which the Employee utilized her vehicle, a daily car allowance of nine dollars and twenty-five cents (\$9.25) will also be provided for the purpose of contributing to such items as car depreciation, car maintenance and repair and business liability coverage.</b></p> <p><b>Delete (ii)</b></p>	<p>For other than full time employees current language already prorates the monthly transportation allowances to a daily amount based on actual days their vehicle has been utilized. Employers have proposed changes to the collective agreement prorating the transportation allowance for actual use for full time people as well.</p> <p>The Employer has proposed (ii) and (iv) be deleted as consequential amendments as they are not applicable if the proposal is accepted.</p>	<p><b>ARTICLE 13 TRANSPORTATION EXPENSE</b></p> <p>SUN has proposed that Other Than Full Time staff car allowance language be expanded to a prorated basis, based on hours worked rather than utilization of their vehicle for work purposes.</p>

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<p>(iii) Employees who, on the date of signing of the collective agreement, had exclusive use of an Employer provided vehicle as a condition of employment shall continue to have access to the Employer provided vehicle for the lifetime of this agreement. All Employer provided vehicles shall be kept in good working order with appropriate safety equipment by the Employer.</p> <p>(iv) Employees on leave of absence for more than three (3) months shall not be paid their monthly car allowance while on such leave. Payment of the monthly car allowance will resume the month in which they return to work.</p>	<p><b>Delete (iv)</b></p>		

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<p><b>Article 15 Annual Vacations</b></p> <p><b>15.01 Vacation Entitlement</b></p> <p>An Employee shall earn annual vacation credits on the following basis:</p> <ul style="list-style-type: none"> <li>(a) During the first (1st) and subsequent, including the third (3rd) year of continuous employment within the bargaining unit, one and one-quarter (1-1/4) days per month worked (maximum of fifteen (15) working days or one hundred and twenty (120) working hours per year).</li> <li>(b) During the fourth (4th) and subsequent years of continuous employment within the bargaining unit, one and two-thirds (1-2/3) days per month worked (maximum of twenty (20) working days or one hundred and sixty (160) working hours per year).</li> <li>(c) During the fifteenth (15<sup>th</sup>) and subsequent years of</li> </ul>	<p>No change proposed.</p>		<p><b>Article 15 Annual Vacations</b></p> <p><b>15.01 Vacation Entitlement</b></p> <ul style="list-style-type: none"> <li>(a) <b>increase the rate to 1 2/3 days per month worked (maximum of 20 working days or 160 working hours per year)</b></li> <li>(b) <b>increase the rate to 2 1/12 days per month worked (maximum of 25 working days or 200 working hours per year)</b></li> <li>(c) <b>increase the rate to 2 1/2 days per month worked (maximum of 30 working</b></li> </ul>

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<p>continuous employment within the bargaining unit, two and one-twelfth (2-1/12) days per month worked (maximum twenty-five (25) working days or two hundred (200) working hours per year).</p> <p>(d) During the twenty fifth (25<sup>th</sup>) and subsequent years of continuous employment within the bargaining unit, two and one-half (2 1/2) days per month worked (maximum of thirty (30) working days or two hundred and forty (240) working hours per year).</p> <p><b>15.03 Vacation Year</b></p> <p>The vacation accrual year shall be the twelve (12) month period commencing on the first (1st) day of May in each calendar year and concluding on the thirtieth (30th) day of April of the following calendar year.</p> <p>An Employee shall have access to her vacation credit benefit and vacation period as it is earned.</p>	<p><b>15.03 Vacation Year</b></p> <p>The vacation accrual year shall be the twelve (12) month period commencing on the first (1st) day of <del>May</del> <b>April</b> in each calendar year and concluding on the <del>thirtieth (30th)</del> <b>thirty first (31<sup>st</sup>)</b> day of <del>April</del> <b>March</b> of the following calendar year.</p> <p>An Employee shall have access to her vacation credit benefit and vacation period as it is earned.</p>	<p>Standardizes the collective agreement vacation year with the Employer's fiscal year. Would not result in a loss of vacation credits to any employee as credits are earned on a monthly basis.</p>	<p><b>day or 240 working hours per year)</b></p> <p>(d) increase the rate to 2 11/12 days per month worked (maximum of 35 working day or 280 working hours per year)</p>

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<p><b>ARTICLE 17 - LEAVES OF ABSENCE</b></p> <p><b>17.02 General Leave</b></p> <p>(a) Insofar as the regular operation of the Employer will permit, leave of absence without pay shall be granted. For any leave over one hundred and twenty (120) days, the Employee shall furnish a valid reason for requiring such leave.</p> <p>(b) Where an Employee provides the name of a qualified replacement who agrees to cover off the period of such leave(s), not in excess of a total of twenty-two (22) working days per year, the requirement to provide valid reasons required in 17.02 (a) above will be disregarded and the requested leave shall be granted.</p>	<p><b>ARTICLE 17 - LEAVES OF ABSENCE</b></p> <p><b>17.02 General Leave</b></p> <p>(a) Insofar as the regular operation of the Employer will permit, leave of absence without pay shall be granted. For any leave over one hundred and twenty (120) days, the Employee shall furnish a valid reason for requiring such leave.</p> <p>(b) Where an Employee provides the name of a qualified replacement who agrees to cover off the period of such leave(s), not in excess of a total of twenty-two (22) working days per year, the requirement to provide valid reasons required in 17.02 (a) above will be disregarded and the requested leave shall be granted.  <b>Where replacement is required, the named qualified replacement shall work the period of such leave(s). The named qualified replacement shall not be subject to premium rates unless premium rates would have been paid irrespective of the leave.</b></p>	<p>Under the proposed language Employers are to determine if replacement is required and if so, the named replacement is obligated to work the leave and is not eligible for premiums unless they would have been paid irrespective of the leave.</p>	<p><b>ARTICLE 17 - LEAVES OF ABSENCE</b></p>

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<p><b>17.04 Maternity/Paternity/Adoption Leave</b></p> <p>An Employee who is expecting the birth or adoption of a child, shall be entitled to maternity/paternity/adoption leave without pay, provided she presents a medical certificate confirming the probable date of confinement, or in the case of adoption, gives the Employer notice of the possibility upon determination of eligibility. Such request shall be submitted in writing twenty-one (21) days in advance of the leave and shall specify the probable date of commencement and the length of the leave.</p> <p>The following conditions shall apply:</p> <p>(a) Leave of absence for maternity/paternity/adoption shall be for up to eighteen (18) months as requested by the Employee, except in extenuating circumstances when, in the opinion of a medical practitioner, the leave should be further extended.</p> <p>(b) Such leave will be granted with the assurance that the Employee will resume</p>	<p>No change proposed.</p>		<p><b><u>Supplemental Employment Insurance</u></b></p> <p><b><u>Maternity/Paternity/Adoption Supplemental Employment Benefit (SEB)</u></b></p> <p><b>The Employer will implement a Supplemental Employment Benefits Plan effective April 1, 2008. Employees will receive the Supplementary Employment Benefits if they meet eligibility requirements.</b></p> <p><b>Maternity/Paternity/Adoption Supplemental Employment Benefit (SEB) shall apply to all Employees.</b></p> <p><b>"Eligible employee" shall mean an employee who has completed at least thirteen (13) weeks of employment prior to commencing her/his maternity and/or paternity/adoption leave, and who is in receipt of Employment Insurance maternity or parental benefits.</b></p>

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<p>employment in the same position she occupied prior to the granting of such leave. In the event the Employee on maternity/paternity/adoption leave is affected by lay off, she shall be afforded access to the provisions of Article 28 -Layoff and Re-employment.</p> <p>(c) Notice of intention to return to work, or request for a change of the length of the leave of absence, must be forwarded to the Employer fourteen (14) days prior to the expiration of the leave and where possible twenty-eight (28) days notice will be given.</p> <p>(d) In the case of maternity/paternity/adoption leave, the Employer may fill the temporary vacancy for the entire duration of the leave.</p>			<p><b><u>Maternity Supplemental Employment Benefits</u></b></p> <p><b>An Employee, who is in receipt of Employment Insurance (EI) maternity benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the Employee is eligible to receive and ninety-five (95%) of the Employee's regular weekly rate of pay. This SEB payment shall commence following completion of the two (2) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of EI maternity benefits for a maximum of fifteen (15) weeks.</b></p> <p><b>The Employer will pay ninety-five percent (95%) of the Employee's regular weekly rate of pay for the two-week waiting period required for maternity benefits under the Employment Insurance Act.</b></p>

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			<p><b><u>Parental/Adoption Supplemental Employment Benefits</u></b></p> <p><b>An Employee, who is in receipt of Employment Insurance (EI) parental benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the Employee is eligible to receive ninety-five percent (95%) of the Employee's regular weekly rate of pay. This SEB payment shall commence following completion of any required two (2) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of EI parental benefits for a maximum of ten (10) weeks.</b></p> <p><b>If a two-week waiting period is required for parental benefits under the Employment Insurance Act, the Employer will pay ninety-five percent (95%) of the Employee's regular weekly rate of pay for this waiting period.</b></p> <p><b>In instances where two</b></p>

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			<p>Employees share the paternity/adoption leave and both are in receipt of EI parental benefits, both Employees shall be eligible for the SEB to a maximum of ten (10) weeks each.</p> <p><b><u>SEB Payment Calculation</u></b></p> <ul style="list-style-type: none"> <li>• SEB payments will be based on the regular weekly rate of pay in the Employee's home position.</li> <li>• The regular weekly rate of pay shall be determined by multiplying the Employee's regular weekly work hours by the regular hourly rate of the last day worked prior to the commencement of the leave and excludes overtime, premiums and allowances.</li> <li>• Regular weekly work hours for other than full time Employees shall be determined by calculating the average regular hours paid per week over fifty-two (52) weeks preceding the commencement of the leave.</li> </ul> <p>Salary changes with an effective date during the leave will not result in an adjustment to the SEB payment.</p>

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<p><b>17.07 Family Leave</b></p> <p>Family leave is intended to provide the necessary time to attend to the needs of individuals for whom the Employee has a duty of care. Upon request, Employees shall be granted family leave with pay. Employees are required to provide the Employer with notification of leave requirements as early as possible after determining the need.</p> <p>(a) Full-time Employees shall accumulate family leave credits at the rate of one third (1/3) of a working day [two point six six (2.66) hours] for each month of employment up to a maximum family leave credits of five (5) working days [forty (40) hours].</p> <p>(b) Employees on OTFT status shall accumulate family leave credits on a pro rata basis in direct relation to their paid hours as compared to a Full-time Employee to a maximum of five (5) working days [forty (40) hours].</p>	<p><b>17.07 Family Leave</b></p> <p>Family leave is intended to provide the necessary time to attend to the needs of individuals for whom the Employee has a duty of care. Upon request, Employees shall be granted family leave with pay <b>unless there is a negative impact on client care.</b> Employees are required to provide the Employer with notification of leave requirements as early as possible after determining the need.</p> <p>(a) Full-time Employees shall accumulate family leave credits at the rate of one third (1/3) of a working day [two point six six (2.66) hours] for each month of employment up to a maximum family leave credits of five (5) working days [forty (40) hours].</p> <p>(b) Employees on OTFT status shall accumulate family leave credits on a pro rata basis in direct relation to their paid hours as compared to a Full-time Employee to a maximum of five (5) working days [forty (40) hours].</p>	<p>Employers have proposed that Family Leave may not be granted if there is a negative impact on client care. Depending on each individual circumstance Family Leave can presently be used for a wide range of events including dance recitals, sporting events, school concerts . Under current language if the circumstances of the event meet the criteria of the language, the Employer must grant the time off. The impact on patient care is given no consideration within the current collective agreement.</p>	<p>No change proposed</p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p><b>17.14 Union Leaves of Absence</b></p> <p>(a) On the request of the Local or the Union one (1) week in advance of the requested leave, Employees designated by the Local or the Union shall be granted leave of absence without pay for Union business. The number of Employees granted such leave shall be determined mutually between the Local and the Employer, and shall be a minimum of, but not limited to, one (1) Employee per Facility/Agency per occasion. The time limits for notice of such leave may be reduced by mutual agreement.</p> <p>(b) (1) During such Union leave, on request of the Local or the Union, the Employer agrees to continue to pay normal salary and benefits to those Employees to attend to Union business as referred to in Article 17.14 (a) and that the Employer is to charge the Local or the Union for reimbursement of the costs. Such costs shall only include:</p>	<p><b>17.14 Union Leaves of Absence</b></p> <p>(a) <b>Insofar as the regular operations of the Employer permit and on the request of the Local or the Union one (1) week in advance of the requested leave,</b> Employees designated by the Local or the Union shall be granted leave of absence without pay for Union business. The number of Employees granted such leave shall be determined mutually between the Local and the Employer, and shall be a minimum of, but not limited to, one (1) Employee per Facility/Agency per occasion. The time limits for notice of such leave may be reduced by mutual agreement.</p> <p>(b) (1) During such Union leave, on request of the Local or the Union, the Employer agrees to continue to pay normal salary and benefits to those Employees to attend to Union business as referred to in Article 17.14 (a) and that the Employer is to charge the Local or the Union for reimbursement of the costs. Such costs shall only include:</p>	<p>Employers have proposed that Union Leave is granted subject to operational considerations because under current language, if requested one week in advance, the Employer cannot deny union leave to an employee under any circumstance (a minimum of one employee per facility per occasion).</p>	<p>SUN has proposed language that requires Employers to grant all union leave requested one week in advance, with no limit to numbers.</p> <p><i>This may result in the closure of units/facilities/services when multiple requests are made from the unit/facility/service. This is particularly problematic given SUN's position and proposal that overtime cannot be required by the Employer.</i></p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>(i) Actual wages;</p> <p>(ii) Employer's share of Canada Pension contributions;</p> <p>(iii) Employer's share of Employment Insurance premiums;</p> <p>(iv) Employer's share of SAHO Pension contributions (or equivalent if applicable);</p> <p>(v) Employer's share of Group Insurance premiums (if applicable);</p> <p>(vi) Workers' Compensation premiums;</p> <p>(vii) Employer's share of Long Term Disability (LTD) income contributions.</p>	<p>(i) Actual wages <b>or cost of replacement, whichever is greater ;</b></p> <p>(ii) Employer's share of Canada Pension contributions;</p> <p>(iii) Employer's share of Employment Insurance premiums;</p> <p>(iv) Employer's share of <del>SAHO</del> Pension contributions (or equivalent if applicable);</p> <p>(v) Employer's share of Group Insurance premiums (if applicable);</p> <p>(vi) Workers' Compensation premiums;</p> <p>(vii) Employer's share of Long Term Disability (LTD) income contributions.</p> <p><b>(viii) Cost of Extended Health and Enhanced Dental Premiums.</b></p>	<p>(i) This proposal is meant to include reimbursement of overtime back to the Employer by the union, if that is the replacement cost for an employee accessing this union leave.</p>	

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p><b>ARTICLE 22 - PROBATIONARY AND TRIAL PERIOD</b></p> <p><b>22.01 Probationary Period</b></p> <p>An Employee commencing employment within the bargaining unit shall be on probation during the first sixty (60) working days or four hundred and eighty (480) hours, of her employment with the Employer, whichever occurs first; however, this probationary period may be extended on one (1) occasion only up to a maximum of forty (40) working days or three hundred and twenty (320) hours, whichever occurs first, when in the opinion of the Employer circumstances warrant such extension. An Employee shall only serve one probationary period for any period of continuous employment within the bargaining unit.</p>	<p><b>22.01 Probationary Period</b></p> <p>An Employee commencing employment within the bargaining unit shall be on probation during the first <del>sixty (60) working days or four hundred and eighty (480)</del> <b>one hundred and eighty working days or nine hundred and sixty (960)</b> hours, of her employment with the Employer, whichever occurs first <b>following the training and orientation period</b>; however, this probationary period may be extended on one (1) occasion only up to a maximum of forty (40) working days or three hundred and twenty (320) hours, whichever occurs first, when in the opinion of the Employer circumstances warrant such extension. An Employee shall only serve one probationary period for any period of continuous employment within the bargaining unit.</p>	<p>This would allow Employers a longer period of time to assess a probationary (new) employee's skills and provide additional time for coaching and training without having to extend the period or terminate the employee.</p>	<p><b>22.01 Probationary Period</b></p> <p>An Employee commencing employment within the bargaining unit shall be on probation during the first sixty (60) working days or four hundred and eighty (480) hours, of her employment with the Employer, whichever occurs first; however, this probationary period may be extended on one (1) occasion only up to a maximum of forty (40) working days or three hundred and twenty (320) hours, whichever occurs first, when in the opinion of the Employer circumstances warrant such extension. An Employee shall only serve one probationary period for any period of <del>continuous</del> employment within the bargaining unit.</p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>It is agreed that the circumstances warranting the extension, the improvement expected by the Employer and the duration of the probationary extension must be communicated to the Employee on probation prior to the expiration of her first sixty (60) working days or four hundred and eighty (480) hours, probationary period. Notice of an extension of an Employee's probationary period shall also be communicated to the Local of the Union.</p> <p>During the probationary period, the Employee shall enjoy all rights and privileges prescribed in the Agreement. Notwithstanding the foregoing, the parties agree that the Employer may terminate a probationary Employee for unsuitability.</p>	<p>It is agreed that the circumstances warranting the extension, the improvement expected by the Employer and the duration of the probationary extension must be communicated to the Employee on probation prior to the expiration of her first <del>sixty (60) working days or four hundred and eighty (480) hours</del> , <b>one hundred and eighty working days or nine hundred and sixty (960) hours</b> probationary period. Notice of an extension of an Employee's probationary period shall also be communicated to the Local of the Union.</p> <p><b>During the probationary period the Employee shall be eligible to apply for other position(s) to increase hours, change status or classification.</b> <del>During the probationary period,</del> The Employee shall enjoy all <b>other</b> rights and privileges prescribed in the Agreement. Notwithstanding the foregoing, the parties agree that the Employer may terminate a probationary Employee for unsuitability.</p>	<p>Employers have proposed that during the probationary period employees can only apply for other positions that would increase their hours, change their status (i.e. PT to FT) or to change their classification ( i.e. promotion from Nurse A position to a Nurse B or C position). The intent is to reduce the amount of internal churn/transfers occurring within the system. This churn contributes to increased vacancies and workload within units/facilities.</p> <p>SUN, on their website, has claimed employers were “Cutting the Employee’s rights of access to vacancies, promotions and transfers.” through this proposal. The Employer’s language clearly shows probationary employees can apply for vacancies giving them more hours, a change in status (i.e. PT to FT) or promotions.</p>	<p>It is agreed that the circumstances warranting the extension, the improvement expected by the Employer and the duration of the probationary extension must be communicated to the Employee on probation prior to the expiration of her first sixty (60) working days or four hundred and eighty (480) hours, probationary period. Notice of an extension of an Employee's probationary period shall also be communicated to the Local of the Union.</p> <p>During the probationary period, the Employee shall enjoy all rights and privileges prescribed in the Agreement. <del>Notwithstanding the foregoing,</del> the parties agree that the Employer may terminate a probationary Employee for unsuitability. <b>The Employer shall outline to the Employee in writing their reasons and evidence of the grounds which constitutes unsuitability. A copy shall be submitted to the union at the same time.</b></p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>During the probationary period, the Employer is expected to give as long a notice of termination as possible with a minimum of one (1) week. At any time during the probationary period, the Employer may terminate employment without notice if the Employee has been guilty of irregular conduct and/or violation of Employer rules.</p>	<p>During the probationary period, the Employer is expected to give as long a notice of termination as possible with a minimum of one (1) week. At any time during the probationary period, the Employer may terminate employment without notice if the Employee has been guilty of irregular conduct and/or violation of Employer rules.</p>		<p>During the probationary period, the Employer is expected to give as long a notice of termination as possible with a minimum of one (1) week. At any time during the probationary period, the Employer may terminate employment without notice if the Employee has been guilty of irregular conduct and/or violation of Employer rules.</p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p><b>23.02 Loss of Seniority</b> An Employee shall only lose seniority in the event she:</p> <p>(a) is discharged for just cause and is not reinstated and is not employed elsewhere in the bargaining unit;</p> <p>(b) voluntarily terminates the employ of all Employers covered by the Certification Order;</p> <p>(c) 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 lay-off, unless in either case, the Employee can show a justifiable reason for failure to report to work and/or she is employed elsewhere in the bargaining unit;</p> <p>(d) is on lay-off for a period longer than provided for in Article 28.06 (h) and is not employed elsewhere in the</p>	<p><b>23.02 Loss of Seniority</b> An Employee shall only lose seniority in the event she:</p> <p>(a) is discharged for just cause and is not reinstated and is not employed elsewhere in the bargaining unit;</p> <p>(b) voluntarily terminates the employ of all Employers covered by the Certification Order;</p> <p>(c) 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 lay-off, unless in either case, the Employee can show a justifiable reason for failure to report to work and/or she is employed elsewhere in the bargaining unit;</p> <p>(d) is on lay-off for a period longer than provided for in Article 28.06 (h) and is not employed elsewhere in the</p>	<p>(e) Employers have proposed that a casual would lose all seniority if they have not worked a shift anywhere in the province for 60 consecutive days (current language is after 274 days - leaves of absence do not count toward the 274 days or the proposed 60 day period). There is also a clause within the current collective agreement that returns all seniority to a nurse if rehired anywhere in the province within 1 year, as well as her unused sick leave credits earned in the previous 24 month period, all family leave credits, most recent vacation accrual rate, vacation length of service date and salary step. This proposal is meant to remove employees from casual lists and the payroll system who do not</p>	<p><b>23.02 Loss of Seniority</b> An Employee shall only lose seniority in the event she:</p> <p>(a) is discharged for just cause and is not reinstated and is not employed elsewhere in the bargaining unit;</p> <p>(b) voluntarily terminates the employ of all Employers covered by the Certification Order;</p> <p>(c) 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 lay-off, unless in either case, the Employee can show a justifiable reason for failure to report to work and/or she is employed elsewhere in the bargaining unit;</p> <p>(d) is on lay-off for a period longer than provided for in Article 28.06 (h) and is not employed elsewhere in the</p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>bargaining unit;</p> <p>(e) is on other than full-time status and does not work for a period of two hundred and seventy-four (274) calendar days from her last shift, exclusive of approved leave of absence and is not employed elsewhere in the bargaining unit;</p> <p>(f) relieves in an out-of-scope position for more than a total of twelve (12) months during the term of this agreement.</p>	<p>bargaining unit;</p> <p>(e) is on other than full-time status and does not work for a period of <del>two hundred and seventy-four (274)</del> <b>sixty (60)</b> calendar days from her last shift, exclusive of approved leave of absence and is not employed elsewhere in the bargaining unit;</p> <p>(f) relieves in an out-of-scope position, <b>or accepts appointment to a temporary out of scope position</b> for more than a total of <del>twelve (12) months</del> <b>two (2) years and one hundred and nineteen (119) days</b> during the term of this agreement.</p>	<p>accept work for extended periods of time, and/or who have moved out of the province, but have not resigned their casual position. Currently employees who move out of the province and remain casual may be eligible to have their professional fees paid by the Employer, yet they are not available for employment.</p> <p>(f) Employers have proposed to extend 12 months to 2 years and 119 days as it is the maximum length of time a manager could be eligible for disability from their own job under the Disability Insurance Plan. This would allow the same nurse relieving in a temporary out of scope capacity to continue doing the job providing consistent leadership to the staff. Under current language the temporary manager would have to change after 12 months.</p>	<p>bargaining unit;</p> <p>(e) is on other than full-time status and does not work for a period of two hundred and seventy-four (274) calendar days from her last shift, exclusive of approved leave of absence and is not employed elsewhere in the bargaining unit;</p> <p>(f) relieves in an out-of-scope position <b>as per Article 10</b> for more than a total of twelve (12) months during the term of this agreement.</p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p><b>23.04 Appointment to an Out-of-scope Position</b></p> <p>An Employee who is appointed to an out-of-scope position shall retain seniority for up to three (3) months while in such position. During this three (3) month period the Employee shall have the right to exercise her seniority through application for posted vacancies.</p>	<p><b>23.04 Appointment to an Out-of-scope Position</b></p> <p>An Employee who is appointed to a <b>permanent</b> out-of-scope position shall retain seniority for up to three (3) months while in such position. During this three (3) month period the Employee shall have the right to exercise her seniority through application for posted vacancies.</p>	<p>This proposal is to make it clear employees appointed to a temporary out of scope position are not affected by the clause.</p> <p>SUN has proposed to delete the article, meaning an employee loses their seniority immediately upon accepting an out of scope position.</p>	<p><del><b>23.04 Appointment to an Out-of-scope Position</b></del></p> <p><del>An Employee who is appointed to an out-of-scope position shall retain seniority for up to three (3) months while in such position. During this three (3) month period the Employee shall have the right to exercise her seniority through application for posted vacancies.</del></p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p><b>Article 25 Discipline</b></p> <p><b>25.02</b> (a) When an Employee is discharged, reprimanded or suspended, the Employer shall advise the Employee, in writing, of the reason(s) for the action taken at the time such discipline is imposed. A copy shall be submitted to the Union at the same time. The reason(s) given shall be sufficiently specific that the Employee understands the grounds for the Employer's action and in sufficient detail for the Employee's defence.</p> <p>Where an Employee is disciplined and the Employer decides to report the matter to the professional association, it may only do so at the time that discipline is being imposed.</p> <p><b>25.03</b> (a) The Employer shall advise the Employee of their right to Union representation prior to the imposition of discipline. The Employer shall advise the Employee and the Local of the Union prior to</p>	<p><b>Article 25 Discipline</b></p> <p><b>25.02</b> (a) When an Employee is discharged, reprimanded or suspended, the Employer shall advise the Employee, in writing, of the reason(s) for the action taken at the time such discipline is imposed. A copy shall be submitted to the Union at the same time. The reason(s) given shall be sufficiently specific that the Employee understands the grounds for the Employer's action and in sufficient detail for the Employee's defence.</p> <p><del>Where an Employee is disciplined and the Employer decides to report the matter to the professional association, it may only do so at the time that discipline is being imposed.</del></p> <p><b>25.03</b> (a) The Employer shall advise the Employee of their right to Union representation prior to the imposition of discipline. The Employer shall advise the Employee and the Local of the</p>	<p>Under current language if an Employer does not report a nurse to the professional association at the time discipline is being imposed they may be prohibited from doing so in the future, even if additional information comes to light warranting a report where one may not have been warranted earlier. Employer and Nurse Managers (also members of the same professional association) have obligations arising from legislative or professional association requirements and this should not be prohibited in the collective agreement.</p> <p>The Employers have proposed these changes because there are occasions where employees demand a specific union representative or the union insists a specific representative is</p>	

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>the commencement of the meeting as to the nature of the discussion. If requested the Union representative shall have time to meet with the Employee prior to the meeting with the Employer.</p> <p>(b) A Union representative shall be present when the Employer is imposing discipline.</p> <p>(c) Discipline shall only be imposed at a meeting held for such a purpose.</p>	<p>Union prior to the commencement of the meeting as to the nature of the discussion. If requested the Union representative shall have time to meet with the Employee prior to the meeting with the Employer.</p> <p>(b) A Union <del>representative</del> <b>member</b> shall be present when the Employer is imposing discipline.</p> <p>(c) <b>Whenever practicable</b> discipline shall only be imposed at a meeting held for such a purpose.</p>	<p>present. This can unduly delay the discipline meeting and discipline process. The language change ensures another union member is present at a meeting and allows the Employer to communicate the discipline by letter, if the meeting cannot be held in a reasonable timeframe. A meeting can still be held after the letter is issued, upon request from the union or employee or through the grievance process in the collective agreement.</p>	

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p><b>25.04</b>            (b) If an Employee is suspended pending investigation, the Employer shall render its decision regarding discipline no later than fourteen (14) calendar days from the date of the suspension, except as otherwise agreed between the Employer and the Local. Where the suspension is without pay and investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the Employee shall be paid for time lost and be made whole in all respects.</p>	<p>No changes proposed</p>		<p><b>25.04</b>            (b) If an Employee is suspended pending investigation, <b>the suspension shall be with pay</b>                the Employer shall render its decision regarding discipline no later than fourteen (14) calendar days from the date of the suspension, except as otherwise agreed between the Employer and the Local.  <del>Where the suspension is without pay and investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the Employee shall be paid for time lost and be made whole in all respects.</del></p>



Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>posting procedure shall commence the job within four (4) weeks after the closing date of the posting, unless mutually agreed otherwise.</p> <p>If the selected Employee vacates the position within thirty (30) calendar days of the commencement date, the vacated position shall be offered to other qualified applicants from the original posting. Should there be no other qualified applicants, the position shall be reposted.</p> <p>(c) Whenever circumstances require that a vacancy be filled before the expiration of the ten (10) days, it shall be filled during that interval only on a temporary basis and shall not prejudice any member's bidding rights on the vacancy.</p> <p>(d) When a position is vacated, posting of the vacancy shall take place within thirty (30) days of the date it is vacated. If the Employer does not intend to fill the vacancy, the Union shall be notified within thirty (30) days if</p>			<p>posting procedure shall commence the job <del>within four (4) weeks after the closing date of the posting,</del> <b>on the date that the position is vacated</b> unless mutually agreed otherwise.</p> <p>If the selected Employee vacates the position within thirty (30) calendar days of the commencement date, the vacated position shall be offered to other qualified applicants from the original posting. Should there be no other qualified applicants, the position shall be reposted.</p> <p>(c) Whenever circumstances require that a vacancy be filled before the expiration of the ten (10) days, it shall be filled during that interval only on a temporary basis and shall not prejudice any member's bidding rights on the vacancy.</p> <p>(d) When a position is vacated, posting of the vacancy shall take place within <del>thirty (30) days of the date it is vacated.</del> <b>If the Employer does not intend to fill the vacancy, the Union shall be notified within thirty (30) days if two (2) weeks of the date of notice was</b></p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>(1) the position is to be abolished, or</p> <p>(2) the position is to remain vacant and for how long.</p> <p>(e) The Employer shall post all vacant positions. All positions covered by this Collective Agreement shall be filled with a Registered Nurse or Registered Psychiatric Nurse.</p> <p><b>27.02 Posting of Vacancies</b></p> <p>(a) Permanent Vacancies Permanent vacancies shall be posted in conspicuous locations in each of the Facilities/Agencies within the Geographic Regional Health Authority. Postings not filled within the Geographic Regional Health Authority shall be distributed to all other Employers within the province and posted in conspicuous locations in each of the Facilities/Agencies with each Regional Health Authority.</p>	<p><b>27.02 Posting of Vacancies</b></p> <p>(a) Permanent Vacancies Permanent vacancies shall be posted in conspicuous locations in each of the Facilities/Agencies within the Geographic Regional Health Authority. Postings not filled within the Geographic Regional Health Authority shall be distributed to all other Employers within the province and posted in conspicuous locations in each of the Facilities/Agencies with each Regional Health Authority. <b>Regional and Provincial postings can be done</b></p>	<p><b>27.02</b></p> <p>(a) and (b) have been proposed by Employers to expedite the posting process and provide quicker relief to the unit if there is a need to hire from outside the Health Region (i.e. no applicants from the Health Region with the vacancy to be filled). Applicants from within the Health region where the vacancy exists would continue to have first preference for the job.</p>	<p><b>received that the position is being vacated.</b></p> <p>(1) the position is to be abolished, or</p> <p><del>(2) the position is to remain vacant and for how long.</del></p> <p><del>(e) The Employer shall post all vacant positions. All positions covered by this Collective Agreement shall be filled with a Registered Nurse or Registered Psychiatric Nurse.</del></p> <p><b>27.02</b> <b>The Employer shall post all vacant positions. All positions covered by this Collective Agreement shall be filled with a Registered Nurse or Registered Psychiatric Nurse</b></p> <p>(a) Permanent Vacancies Permanent vacancies shall be posted in conspicuous locations in each of the Facilities/Agencies within the Geographic Regional Health Authority. Postings not filled within the Geographic Regional Health Authority shall be</p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>(b) Temporary Vacancies When a temporary vacancy of a duration of one hundred and twenty (120) days or longer exists, the vacancy shall be posted. The vacancy shall initially be posted in a conspicuous location in the Facility/Agency in which the vacancy arises, unless agreed by the Employer(s) and SUN District Council to post such vacancies simultaneously in all Facilities/Agencies within the Geographic Regional Health Authority. For a Multi Site or Multi Facility/Agency position, the position shall initially be posted in the Facility/Agency where the position is based as determined by the parties, unless agreed by the Employer(s) and SUN District Council to post in all</p>	<p><b>simultaneously provided the appropriate preferences are applied in the selection process. In all cases of filling vacancies first preference shall be given to applicants from within the Geographic Regional Health Authority.</b></p> <p>(b) Temporary Vacancies When a temporary vacancy of a duration of one hundred and twenty (120) days or longer exists, the vacancy shall be posted <b>as in 27.02 (a) above.</b><del>The vacancy shall initially be posted in a conspicuous location in the Facility/Agency in which the vacancy arises, unless agreed by the Employer(s) and SUN District Council to post such vacancies simultaneously in all Facilities/Agencies within the Geographic Regional Health Authority. For a Multi Site or Multi Facility/Agency position, the position shall initially be posted in the Facility/Agency where the position is based as determined by the parties, unless agreed by the Employer(s) and SUN District Council to post in all</del></p>		<p>distributed to all other Employers within the province and posted in conspicuous locations in each of the Facilities/Agencies with each Regional Health Authority.</p> <p>(b) Temporary Vacancies When a temporary vacancy of a duration of <del>one hundred and twenty (120) days</del> <b>30 days</b> or longer exists, the vacancy shall be posted. The vacancy shall initially be posted in a conspicuous location in the Facility/Agency in which the vacancy arises, unless agreed by the Employer(s) and SUN District Council to post such vacancies simultaneously in all Facilities/Agencies within the Geographic Regional Health Authority. For a Multi Site or Multi Facility/Agency position, the position shall initially be posted in the Facility/Agency where the position is based as determined by the parties, unless agreed by the Employer(s) and SUN District Council to post in all Facilities/Agencies. If an</p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>Facilities/Agencies. If an Employee within the Geographic Regional Health Authority does not fill the vacancy, a posting shall be distributed to all other Employers within the province and posted in conspicuous locations in each of the Facilities/Agencies with each Regional Health Authority.</p> <p>Notwithstanding the above, temporary vacancies shall be filled in accordance with Articles 27.01, 27.03, 27.04 and 27.05 (b) of this agreement, subject to the following:</p> <ul style="list-style-type: none"> <li>(1) One (1) additional posting shall be required for the position of the Employee transferred as a result of the original posting.</li> <li>(2) When the temporary work becomes redundant, the Employee shall be returned to her former position.</li> <li>(3) If, as a result of the posted vacancy, an individual is hired from outside the existing work force, she shall be considered on casual status upon completion of the temporary work.</li> </ul>	<p><del>Facilities/Agencies. If an Employee within the Geographic Regional Health Authority does not fill the vacancy, a posting shall be distributed to all other Employers within the province and posted in conspicuous locations in each of the Facilities/Agencies with each Regional Health Authority.</del></p> <p>Notwithstanding the above, temporary vacancies shall be filled in accordance with Articles 27.01, 27.03, 27.04 and 27.05 (b) of this agreement, subject to the following:</p> <ul style="list-style-type: none"> <li>(1) One (1) additional posting shall be required for the position of the Employee transferred as a result of the original posting.</li> <li>(2) When the temporary work becomes redundant, the Employee shall be returned to her former position.</li> <li>(3) If, as a result of the posted vacancy, an individual is hired from outside the existing work force, she shall be considered on casual status upon completion of the temporary work.</li> </ul>		<p>Employee within the Geographic Regional Health Authority does not fill the vacancy, a posting shall be distributed to all other Employers within the province and posted in conspicuous locations in each of the Facilities/Agencies with each Regional Health Authority.</p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>(4) If the Employee who created the original vacancy returns unexpectedly, Article 7.03 shall not apply.</p> <p>(5) Should the temporary position subsequently become a permanent position, it shall be posted and filled in accordance with Articles 27.01, 27.02, 27.03, 27.04 and 27.05.</p> <p>(6) An Employee occupying a temporary position shall be eligible to apply for another temporary position that:</p> <p>(i) Would commence thirty (30) calendar days or less prior to the expiration of the temporary position she currently occupies, or</p> <p>(ii) Does not conflict with the schedule of the current temporary position.</p>	<p>(4) If the Employee who created the original vacancy returns unexpectedly, Article 7.03 shall not apply.</p> <p>(5) Should the temporary position subsequently become a permanent position, it shall be posted and filled in accordance with Articles 27.01, 27.02, 27.03, 27.04 and 27.05.</p> <p>(6) An Employee occupying a temporary position shall <b>complete the term of the temporary position and shall return to her permanent position for a minimum of twelve (12) months before applying for another temporary position in the same classification or status unless mutually agreed otherwise.</b> <del>be eligible to apply for another temporary position that:</del></p> <p><del>(i) Would commence thirty (30) calendar days or less prior to the expiration of the temporary position she currently occupies,</del> or</p> <p>(ii) Does not conflict with the schedule of the current temporary position.</p>	<p>(6) Employers have proposed such language to reduce the impact of the high amount of churn in the system (internal transfers), which lead to additional vacancies, increased orientation and increased workload for nurses.</p> <p>Employees can continue to apply for other temporary vacancies within that year which would increase their hours of work or promote to a higher or move to lower classification.</p> <p>Employers have also proposed that by mutual agreement the 1 year period could be reduced on a mutually agreed basis.</p>	

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>(7) No temporary position shall exceed one (1) year without the mutual agreement of the Local and the Employer except for Maternity Leave replacement in accordance with Article 17.04(d).</p> <p><b>27.04 Selection Criteria</b></p> <p>In all cases of promotion, transfer and filling of vacancies, the position shall be offered on the basis of seniority provided the applicant possesses the qualifications required to fill the position and the sufficient ability to perform the duties and responsibilities of the position.</p>	<p>(7) No temporary position shall exceed one (1) year without the mutual agreement of the Local and the Employer except for Maternity Leave replacement in accordance with Article 17.04(d).</p> <p><b>27.04 Selection Criteria</b></p> <p>In all cases of promotion, transfer and filling of vacancies <b>regarding all positions at the Grad. Nurse or Nurse “A” classification</b>, the position shall be offered on the basis of seniority provided the applicant possesses the qualifications required to fill the position and the sufficient ability to perform the duties and responsibilities of the position.</p> <p><b>In all other cases of promotion, transfer and filling of vacancies the position shall be offered on the basis of qualifications, nursing skills and ability to do</b></p>	<p>This language would apply to positions other than Nurse A (Nurse B and C). For Nurse B and C positions the Employer would not be restricted to hiring the senior applicant who meets the minimum qualifications but could select an applicant with greater qualifications. Seniority would be the deciding factor only when the qualifications of the applicants were relatively equal.</p> <p>Employers have proposed this language to reduce the impact of the high amount of churn in the system (internal transfers), which</p>	

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<p>27.06 Minimum Number of</p>	<p><b>the job. When qualifications, nursing skills and ability to do the job are relatively equal seniority shall be the deciding factor.</b></p> <p><b>An Employee must have at least twenty four (24) months of employment in her present position in order to be eligible to make application for a position in the same classification unless such application involves an increase in her Letter of Appointment hours or a change in status on her current unit unless otherwise mutually agreed.</b></p> <p><b>(Remainder of Article 27.04 to remain current language.)</b></p>	<p>lead to additional vacancies, increased orientation and increased workload for nurses. Employees would continue to have the right to apply for promotions and positions with additional hours.</p>	<p>27.06 Minimum Number of</p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p data-bbox="281 284 537 310"><b>RN/RPN Positions</b></p> <p data-bbox="212 350 615 675">The Employer shall demonstrate efforts to endeavor to maintain the number of existing Registered Nurse and Registered Psychiatric Nurse positions in each Regional Health Authority during the lifetime of this agreement. The Employer shall provide the Union with an annual report of paid FTE's.</p>	<p data-bbox="688 284 940 310">No change proposed.</p>		<p data-bbox="1661 284 1892 310"><b>RN/RPN Positions</b></p> <p data-bbox="1602 318 1976 675"><del>The Employer shall demonstrate efforts to endeavor to maintain the number of existing Registered Nurse and Registered Psychiatric Nurse positions in each Regional Health Authority during the lifetime of this agreement. The Employer shall provide the Union with an annual report of paid FTE's.</del></p> <p data-bbox="1562 756 1986 1252"><b>In order to stabilize the current nursing workforce, improve public access to services and improve patient safety, effective February 1, 2008, Regional Health Authorities shall maintain as a minimum baseline the number of full time equivalent RN and RPNs (including, current vacancies) employed by each Regional Health Authority as of November 1, 2007, with no positions or vacancies abolished or replaced by other Health providers.</b></p> <p data-bbox="1562 1292 1913 1357"><b>The results of the 2007 SUN Staffing for Professional</b></p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
			<p><b>Standards Survey shall determine the number of vacancies that existed on November 1, 2007. The number of vacancies identified by the 2007 SUN Staffing for professional Standards Survey shall also be used to determine the number of vacancies for each subsequent month until the parties reach agreement on an alternate method to determine vacancies.</b></p> <p><b>Baseline staffing on all units/facilities/agencies in effect on February 1/2008 (including vacancies) shall be maintained as a minimum with no reduction of Registered Nurse or Registered Psychiatric Nurse hours or positions, no abolition of positions, and no increase in beds, patient or client load or services without a corresponding increase in Registered Nurse or Registered Psychiatric Nurse positions. Baseline staffing shall be maintained and established without utilization of casual nurses.</b></p> <p><b>In order to maintain baseline</b></p>

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			<p>staffing while employees are on vacation or absent for other reasons, effective April 1, 2008 Regional Health Authorities shall create and post permanent relief positions equal to 1 FTE for every 12 FTEs employed by the Region. Employees occupying relief positions shall be given orientation and training for certifiable skills for each unit and/or facility/agency.</p> <p>An employee who is the successful applicant to a temporary relief position, as per 37.16 that requires travel in excess of fifty (50) kilometers shall be entitled to a travel advance of \$800.00 to cover the cost of meals and any other incidental expenses including kilometreage. Employees shall be entitled to submit expense claims on a weekly basis.</p> <p>Where it is anticipated that the Employee will exceed the travel advance, the Employee shall be</p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
			<p><b>provided with additional travel advance to cover the expected remaining travel related costs. Accommodation expenses will be directly billed to the Employer.</b></p> <p><b>An employee who is the successful applicant to a temporary relief position as per 37.16 that does not require travel in excess of fifty (50) kilometers shall be entitled to expenses in accordance with Article 13.</b></p> <p><b>When, in the professional opinion of the Registered Nurses or Registered Psychiatric Nurses on the unit/facility/agency, there is insufficient staffing to ensure safe nursing care for the patients or clients under their care, they shall have the authority to authorize the transfer of patients and/or close beds, refuse further admissions, or otherwise reduce services.</b></p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p><b>ARTICLE 57 - NURSING ADVISORY COMMITTEE</b></p> <p><b>57.01</b> At either party's request a Nursing Advisory Committee (NAC) in each Facility/Agency shall be established to review and make recommendations relative to client care including staffing for nursing practice based on client needs and other matters of mutual concern. A Regional and/or multi facility Nursing Advisory Committee shall be implemented upon mutual agreement of the parties. It is understood that matters expressly provided for in the Collective Agreement shall not be deemed appropriate subjects for discussion by the Committee.</p> <p><b>57.02</b> Where an item(s) is specific to one ward /unit/office/work area, it shall be discussed with the designated out-of-scope supervisor/manager of the ward/unit/office/work area within ninety-six (96) hours of its occurrence.</p>	<p><b>Deletion of Articles 57 Nursing Advisory Committee and Article 58 Independent assessment Committee</b></p> <p><b>Proposal Withdrawn - April 22, 2008</b></p> <p><b>SAHO will work within the current contract language.</b></p>	<p>An IAC is convened when NAC issues have not been resolved to SUN's satisfaction.</p> <p>The IAC has no accountability for budget or strategic determinations of where and when services should be provided by the Regional Health Authority. RHA's are responsible under legislation to deliver certain services to the public, they are also responsible to do so with certain financial constraints, their budgets. The IAC has no such accountability, it looks at a specific situation in a specific department, and can make a binding decision impacting budgets, without any accountability for how that decision impacts other services the RHA is required to deliver.</p> <p>RHA Boards are held responsible for their service decisions and budgetary decisions. Each time a Region makes a decision on services delivered, or staffing levels, it must do so with regard to the effect that decision would</p>	<p><i>SUN's major proposals with respect to Articles 57 and 58 is to change the types of issues/items that these committees have the authority to deal with, from workload related issues/items to any workplace issue/item.</i></p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>The Employer shall not penalize, harass or discipline an Employee who submits a SUN Work Situation Report, and a Union representative shall, at the Employee's request, be present during discussions with the Employee regarding SUN Work Situation Reports.</p> <p>If not resolved, the matter will be brought forward as soon as possible to the NAC.</p> <p><b>57.03</b> The Committee shall be composed of:</p> <p>(a) Base Hospital: Six (6) members to be appointed by SUN.</p> <p>(b) Regional Hospital: Four (4) members to be appointed by SUN.</p> <p>(c) All other Facilities/Agencies: Two (2) members to be appointed by SUN.</p> <p>(d) Regional and/or Multi-Facility: One (1) member per facility or agency with a minimum of two (2) members appointed by SUN.</p> <p>(e) Representatives appointed by the Employer: The number of whom shall not exceed the number of SUN representatives.</p>		<p>have on the other health care services it must provide. The IAC does not have to take into consideration that impact. Employers find that unacceptable and have proposed to delete the clause and the related NAC clause.</p> <p>Further, IAC's have no ability to deal with the concept of the Health Care Team approach as they are limited to determining whether more RNs and/or RPNs should be added or not.</p>	

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<p>In addition the parties shall have the right to have a representative from the Saskatchewan Union of Nurses and/or the Employer's bargaining agent in attendance.</p> <p><b>57.04</b> The chair of the Committee shall alternate between the parties.</p> <p><b>57.05</b> Agendas shall be circulated prior to each meeting, but this shall not restrict the right to raise issues without prior agenda notice.</p> <p><b>57.06</b> Minutes of Committee meetings shall be taken, circulated and approved at the next NAC meeting.</p> <p><b>57.07</b> Unresolved items from previous meetings of the Committee shall be highlighted and reviewed at the Committee's next meeting.</p> <p><b>57.08</b> The Committee's regular meeting shall be held not more than once per month except where Work Situation Reports are filed and not resolved at the ward/unit/office/work area level. The Committee shall meet within ten (10) calendar days of notice being given by either party. A</p>			

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>SUN Work Situation Report that was submitted and resolved prior to the date of the committee meeting shall be filed with NAC for information purposes.</p> <p><b>57.09</b> In the event that an item(s) remains unresolved after two (2) meetings of the committee, unless mutually agreed otherwise, either party may request and shall have the right to present the items(s) to the board of the Employer.</p> <p><b>57.10</b> The Board of the Employer shall reply to the Committee in writing within thirty (30) days except when the Board is in recess, specifying the action(s) it is prepared to take in respect of the item(s) referred to it.</p> <p><b>57.11</b> Employee(s) who are required to attend NAC meetings and/or meetings of the Board shall be released from duty with no loss of pay.</p> <p><b>57.12</b> Policies and Procedures</p> <p style="padding-left: 40px;">Committee members shall have access to all policies and</p>			

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>procedures affecting nursing practice.</p> <p><b>57.13</b> Where a Facility/Agency utilizes a patient classification/workload index system, the members of the NAC shall:</p> <p style="padding-left: 40px;">(a) be oriented to the system;</p> <p style="padding-left: 40px;">(b) receive relevant summary reports for nursing Units using the system.</p> <p><b>57.14</b> Where in the opinion of SUN, the reply from the Board of the Employer is unsatisfactory, the items related to work load may be referred by SUN to an Independent Assessment Committee (IAC) within fifteen (15) days of the reply of the Board.</p>			<p><b>57.14</b> Where in the opinion of SUN, the reply from the Board of the Employer is unsatisfactory, the items related to <del>work load</del> <b>the workplace</b> may be referred by SUN to an Independent Assessment Committee (IAC) within fifteen (15) days of the reply of the Board.</p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p><b>ARTICLE 58 - INDEPENDENT ASSESSMENT COMMITTEE</b></p> <p><b>58.01</b> On deciding to make a reference to an IAC pursuant to Article 57.14, SUN shall give written notice to the Employer and to SAHO, specifying the items related to work load to be referred to the IAC.</p> <p><b>58.02</b> For the purpose of Article 58.01 and 58.03, SAHO shall be considered a party to the proceedings of the IAC and may delegate all or any part of their functions to the Employer.</p> <p><b>58.03</b> The IAC shall consist of three persons, one to be nominated by the Union, one to be nominated by the Employer, and a chair, who shall be a person who is knowledgeable about health care delivery and familiar with current nursing practice; the chair may be a Registered Nurse or a Registered Psychiatric Nurse.</p> <p><b>58.04</b> There shall be a roster of agreed upon chairpersons called the</p>			

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>IAC Chairperson Roster. The Roster shall consist of a minimum of three (3) persons.</p> <p><b>58.05</b> Within ten (10) days of the receipt by SAHO of the written notice given in accordance with Article 58.01, each party shall appoint its representative nominee to the IAC. Within ten (10) days thereafter, SUN and SAHO may mutually agree to the Chairperson from the roster. If they are unable to agree the next available Chairperson from the roster shall be appointed.</p> <p><b>58.06</b> In the event the parties are unable to agree on more than two names for the IAC Chairperson Roster, either party may request the Dean of the College of Nursing at the University of Saskatchewan, or the Acting Dean, as the case may be, to provide additional names to complete the IAC Chairperson Roster. These names may include that of the Dean or Acting Dean of Nursing.</p> <p><b>58.07</b> In the event the parties are unable to agree to any names for the IAC Chairperson Roster, either party</p>			

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>may request the Dean of the College of Nursing at the University of Saskatchewan, or the Acting Dean, as the case may be, to act as chair or to appoint a chair, and the Dean, or Acting Dean, shall agree to act as chair or shall appoint a chair, as soon as possible.</p> <p><b>58.08</b> The Chairperson shall have the responsibility to consult with the representative nominees prior to arranging the date, time, and location of the hearing.</p> <p><b>58.09</b> The Employer shall post a notice in the ward/unit/office/work area at least thirty (30) days prior to the hearing, such notice to state the precise item related to work load to be referred to the IAC, along with the time, date and location of the hearing. The Employer shall also send a copy of this notice to any trade union representing Employees in the facility/agency.</p> <p><b>58.10</b> The IAC shall determine its own procedure, including questions of intervener status or standing to participate in any hearing. A copy of</p>			

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>the procedural guidelines contained in Appendix A shall be provided to all names on the Chairperson roster.</p> <p><b>58.11</b> Either party may object to the jurisdiction of the IAC to hear any issue, including the item related to work load referred to it by SUN, or to make any ruling. Such objection may be made notwithstanding that the party making the objection has participated in the appointment of the IAC panel.</p> <p><b>58.12</b> The IAC may rule on its own jurisdiction to determine the items related to work load referred to it, and may rule on objections with respect to these items, or other objections related to jurisdiction.</p> <p><b>58.13</b> Each party shall be given an opportunity to make representations to the IAC and to respond to any representations made by the other party.</p> <p><b>58.14</b> It shall be open to the IAC to receive and admit evidence, whether or not such evidence would be admissible in a court of law, and the IAC shall determine the</p>			

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>admissibility, relevance and weight of any evidence tendered by the parties or otherwise advanced. The IAC may also determine the manner in which such evidence is to be received or admitted.</p> <p><b>58.15</b> The decision of a majority of the IAC shall be the decision of the IAC, provided that if there is neither a unanimous nor a majority decision, the decision of the chair shall be the decision of the IAC.</p> <p><b>58.16</b> The decision of the IAC shall be in writing. One (1) copy shall be forwarded to SAHO, to SUN and to the senior management representative of the Employer, as well as to anyone designated by representatives of the parties at the hearing or of any interveners allowed by the IAC to participate.</p> <p><b>58.17</b> The decision of the IAC shall be valid and binding insofar as it concerns items related to work load, as specified in Article 57.14, and insofar as it affects Employees within the scope of this agreement.</p> <p><b>58.18</b> A copy of the decision of the</p>			<p><b>58.17</b> The decision of the IAC shall be valid and binding insofar as it concerns items related to <del>work load,</del> <b>workplace issues</b> as specified in Article 57.14, and insofar as it affects Employees within the scope of this agreement.</p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p>IAC will be provided by the Union and the Employer to any person or trade union requesting it.</p> <p><b>58.19</b> Any time limits specified in this Article may be extended by agreement between the Employer and the Union.</p> <p><b>58.20</b> Each party shall bear the cost of its own appointees to the IAC and shall jointly bear the cost of the chair.</p> <p><b>58.21</b> Employees required to attend IAC meetings shall be granted Union leave on one (1) week's notice and with pay as per Article 17.14.</p> <p><b>58.22 Implementation of IAC Decisions</b>  The Employer shall meet with the Local NAC or their designates within 30 days of receipt of the IAC report to review the recommendations, determine which are binding (as per Article 58.17) and to have the parties articulate their responses to the recommendations. The NAC members or their designates will be paid as per Article 57.11.</p>			<p><i>This could give the Independent Assessment Committee the binding authority to determine the outcome of any workplace issue brought forward by SUN. This could include the staff mix in units/facilities/services, the size of facilities, the number of beds, the hours of operation etc, with no accountability for budget or how that decision impacts other services the RHA is required to deliver.</i></p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p><b>ARTICLE 59 - NURSING PRACTICE</b></p> <p><b>59.01</b> The Employer shall provide a working environment consistent with nursing standards, practices and procedures.</p> <p><b>59.02</b> The Employer shall have in place nursing policies and procedures which are consistent with the professional associations' standards of practice and legislation that applies to Registered Nurses and Registered Psychiatric Nurses. Where educational needs arise from new nursing practices or procedures, the employer shall provide such education during Employees' regular hours of work.</p>	<p><b>ARTICLE 59 - NURSING PRACTICE</b></p> <p><b>59.01</b> The Employer shall provide a working environment consistent with nursing standards, practices and procedures.</p> <p><b>59.02</b> The Employer shall have in place nursing policies and procedures which are consistent with the professional associations' standards of practice and legislation that applies to Registered Nurses and Registered Psychiatric Nurses. Where educational needs arise from new nursing practices or procedures, the employer shall provide such education during Employees' regular hours of work.</p>	<p>Employers have proposed this clause remain intact and have only deleted the referral to the NAC committee as the Employer has proposed deleting the NAC Committee. This would be a consequential change and would only occur if the proposal regarding NAC was accepted.</p>	<p><b>ARTICLE 59 - NURSING PRACTICE</b></p> <p><b>59.01</b> The Employer shall provide a working environment consistent with nursing standards, practices and procedures. <b>This work environment shall have in place sufficient baseline staffing for all Facilities/ Agencies and units as per Article 27.06.</b></p> <p><b>59.02</b> The Employer shall have in place nursing policies and procedures which are consistent with the professional associations' standards of practice and legislation that applies to Registered Nurses and Registered Psychiatric Nurses. Where educational needs arise from new nursing practices or procedures, the employer shall provide such education during Employees' regular hours of work.</p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p><b>59.03</b> (a) Where an individual Employee or group of Employees have cause to believe that she or they are being asked to perform more work than is consistent with proper client care, she or they shall first discuss the matter with her supervisor. If the matter is not resolved within five (5) calendar days, the issue may be referred to the NAC.</p> <p>(b) Where an Employee has reasonable grounds to believe that she is working, at the Employer’s direction, in violation of her professional responsibilities, she shall inform her immediate supervisor or designate and identify the issue. A meeting shall be convened within twenty-four (24) hours to consider and implement alternative options of care delivery meeting the required professional standards.</p>	<p><b>59.03</b> (a) Where an individual Employee or group of Employees have cause to believe that she or they are being asked to perform more work than is consistent with proper client care, she or they shall first discuss the matter with her supervisor. <del>If the matter is not resolved within five (5) calendar days, the issue may be referred to the NAC.</del></p> <p>(b) Where an Employee has reasonable grounds to believe that she is working, at the Employer’s direction, in violation of her professional responsibilities, she shall inform her immediate supervisor or designate and identify the issue. A meeting shall be convened within twenty-four (24) hours to consider and implement alternative options of care delivery meeting the required professional standards.</p>		<p><b>59.03</b> (a) Where an individual Employee or group of Employees have cause to believe that she or they are being asked to perform more work than is consistent with proper client care, she or they shall first discuss the matter with her supervisor. If the matter is not resolved within five (5) calendar days, the issue may be referred to the NAC.</p> <p>(b) Where an Employee has reasonable grounds to believe that she is working, at the Employer’s direction, in violation of her professional responsibilities, she shall inform her immediate supervisor or designate and identify the issue. A meeting shall be convened within twenty-four (24) hours to consider and implement alternative options of care delivery meeting the required professional standards.</p> <p><b>c) If the meeting requested under Article 59.03 b) does not result in care delivery meeting the required professional standards, Employees can request an audit of their nursing practice environment</b></p>

Current Language	SAHO Proposal	SAHO Explanation	SUN Proposal
<p><b>59.04</b> If a nursing professional association wishes to audit the nursing practice environment at the operations of an Employer, the Employer shall disclose the information relevant to the nursing issues to be reviewed.</p>	<p><b>59.04</b> If a nursing professional association wishes to audit the nursing practice environment at the operations of an Employer, the Employer shall disclose the information relevant to the nursing issues to be reviewed.</p>		<p><b>as per Article 59.04.</b></p> <p><b>59.04</b> <del>If</del> <b>When</b> a nursing professional association wishes to, <b>or is requested by the union to</b> audit the nursing practice environment at the operations of an Employer, the Employer shall disclose the information relevant to the nursing issues to be reviewed.</p>