

May 30, 2008

Final offer to resolve all outstanding items and conclude a collective agreement

**The Employer respectfully requests that this offer
be submitted to the SUN membership for ratification.**

Memorandum of Agreement
Between
The Saskatchewan Union of Nurses (SUN)
And
The Saskatchewan Association of Health Organizations (SAHO)

The parties agree to this Memorandum of Agreement which constitutes full and final settlement of the terms of the Collective Agreement for the period April 1, 2008 to March 31, 2012 as negotiated by the parties.

The Employer Bargaining Committee will recommend to its principals acceptance of this Memorandum of Agreement.

The parties agree that the said collective agreement shall include the terms of the previous Collective Agreement between the parties which expired March 31, 2008 with the following amendments:

Unless stated otherwise, the terms and conditions of the said Collective Agreement become effective the date of signing of the Collective Agreement.

All proposals in this Memorandum of Agreement are conditional upon acceptance of this package in its entirety.

Article 8 OVERTIME

8.02 Overtime Premium

- (a) All time worked in excess of the normal daily or bi-weekly hours shall be paid at the overtime rates of **two times (2X)** the Employee's regular rate of pay. While overtime is continuous with the Employee's regular shift and the Employee elects to leave the Facility/Agency for a meal break not to exceed two (2) hours, premium pay shall be paid at the applicable rate for all hours worked.

Article IN-CHARGE PAY

- 9.01** Charge Pay shall be paid for the co-ordination of Unit activities on a ward, Unit or Facility/Agency.

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 and ninety cents (\$1.90)** per hour effective date of signing the collective agreement.

Charge pay shall be applicable to all positions where the Employee has been designated in charge.

Article 10.01 Temporary Supervisor Assignment

When a first line out-of-scope or in-scope supervisor normally would be on duty and is absent for reasons such as annual vacation, sick leave and leaves of absence for a period greater than three (3) working days, and no other supervisor is relieving her (out-of-scope, in-scope for in-scope), an Employee shall be designated as Temporary Supervisor and shall be paid a rate of **five point five per cent (5.5%)** over the Employee's current hourly rate. If the increase of **five point five per cent (5.5%)** produces an hourly rate below the minimum of the range, the salary shall be adjusted to the minimum of the range or the in-charge premium referred in Article 9.01, whichever is greater.

Article 10.04

An Employee has the right to refuse **an** assignment to relieve in an out-of-scope or an in-scope supervisory position.

Article 12 STANDBY

12.03 Employee(s) assigned to "standby" shall receive a "standby" premium as follows:

- (a) Employee(s) assigned to be on standby shall be paid **three dollars and fifteen cents (\$3.15)** per hour for each hour on standby on a regular working day with a minimum payment of eight (8) hours.
- (b) Employee(s) assigned to be on standby on Statutory Holidays and days not scheduled to work shall be paid four dollars and **twenty-five cents (\$4.25)** per hour for each hour on standby with a minimum payment of eight (8) hours.

Article 13 Transportation Expense – All mileage rates and review periods are to be accurately reflected on the date of signing of the collective agreement.

Article 14 SHIFT DIFFERENTIAL, WEEKEND AND REGISTERED NURSE (NURSE PRACTITIONER) PREMIUM

- 14.01 (a) A shift premium of **three dollars and twenty five cents (\$3.25)** shall be paid for each hour or part of an hour for all hours worked by an Employee where the majority of the hours of the shift fall between 1500 and 0800 hours. Employees working an extended shift option shall be paid a shift premium for each hour or part of an hour worked between 1500 hours and 0800 hours.

Effective April 1, 2009, shift premium of **three dollars and seventy five cents (\$3.75)** shall be paid for each hour or part of an hour for all hours worked by an Employee where the majority of the hours of the shift fall between 1500 and 0800 hours. Employees working an extended shift option shall be paid a shift premium for each hour or part of an hour worked between 1500 hours and 0800 hours.

(b) Employee(s) working Field Hours or Flexible Hours shall be paid a shift premium of **three dollars and twenty-five cents (\$3.25)** for each hour or part of an hour worked between 1800 hours and 0800 hours.

Effective April 1, 2009, Employee(s) working Field Hours or Flexible Hours shall be paid a shift premium of **three dollars and seventy-five cents (\$3.75)** for each hour or part of an hour worked between 1800 hours and 0800 hours.

The shift premium shall not apply to overtime hours worked.

- 14.02 A weekend premium shall be paid at the rate of **two dollars and sixty cents (\$2.60)** per hour for each hour worked between 0001 Saturday and 2400 hours Sunday. Weekend premiums will not apply where an Employee is receiving premium pay triggered by consecutive weekends of work.

Effective April 1, 2009, a weekend premium shall be paid at the rate of **three dollars and ten cents (\$3.10)** per hour for each hour worked between 0001 Saturday and 2400 hours Sunday. Weekend premiums will not apply where an Employee is receiving premium pay triggered by consecutive weekends of work.

- 14.04 Registered Nurse (Nurse Practitioner)'s shall be paid a premium of six (\$6.00) dollars per hour for all hours worked as a Registered Nurse (Nurse Practitioner). This premium shall be in addition to any other premium pay so stipulated in other Articles of this Agreement. This premium shall be paid for all hours worked in a position requiring Registered Nurse (Nurse Practitioner) qualifications.**

Article 15 ANNUAL VACATION

15.03 Vacation Year

The vacation accrual year shall be the twelve (12) month period commencing on the first (1st) day of **April** in each calendar year and concluding on the **thirty first (31st)** day of **March** of the following calendar year.

An Employee shall have access to her vacation credit benefit and vacation period as it is earned.

15.13 Vacation Requests and Scheduling

In January of each year, or as otherwise agreed by the Local, the Employer shall post a notice suggesting all Employees submit, by **February 1**, requests for annual vacation for the period **April 1** of the current year to **March 31** of the following year. The Employer shall post a tentative vacation schedule for Employees who have indicated their choice for vacation. If an Employee's request for annual vacation cannot be granted, the Employee shall have the right to submit a request indicating her next preference.

4th Paragraph in Article

No later than **March 1**, and where possible **February 15**, the Employer shall post a confirmed vacation schedule for all Employees. Such vacation is confirmed, except in the event that an Employee with confirmed vacation displaces into a Unit, and the displacement results in the number of Employees with confirmed vacation exceeding the number allowed by current practice. In this event, if agreement is not achieved, the Employee(s) with least seniority will have her vacation rescheduled.

Article 16.01 Statutory Holidays

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

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

and all other federally, provincially, and civically proclaimed holidays, provided however, that a civically declared holiday in lieu of the above named Statutory Holiday shall not be considered a holiday. Notwithstanding any other section of this Agreement, premium pay, as referred to in Article 16.04 shall be paid for

work on the actual calendar day, and shall not be paid for work on any alternate named day.

Article 17.04 Maternity/Paternity/Adoption Leave

An Employee who is expecting the birth or adoption of a child, shall be entitled to maternity/paternity/adoption leave without pay, provided she presents a medical certificate confirming the probable date of confinement, or 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.

The following conditions shall apply:

- a) Leave of absence for maternity/paternity/adoption shall be for up to eighteen (18) months as requested by the Employee, except in extenuating circumstances when, in the opinion of a medical practitioner, the leave should be further extended.**
- b) Such leave will be granted with the assurance that the Employee will resume 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.**
- c) Notice of intention 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.**
- d) In the case of maternity/paternity/adoption leave, the Employer may fill the temporary vacancy for the entire duration of the leave.**

Supplemental Employment Insurance

Maternity/Paternity/Adoption Supplemental Employment Benefit (SEB)

The Employer will implement a Supplemental Employment Benefits Plan. Employees will receive the Supplementary Employment Benefits if they meet eligibility requirements.

Maternity/Paternity/Adoption Supplemental Employment Benefit (SEB) shall apply to all Employees.

“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 receipt of Employment Insurance maternity or paternal/adoption benefits.

Maternity Supplemental Employment Benefits

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 and the Employee is eligible to receive and seventy-five (75%) 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 the EI maternity benefits for a maximum of fifteen (15) weeks.

The Employer will pay seventy-five percent (75%) of the Employee's regular weekly rate of pay for the two-week waiting period required for maternity benefits under the Employment Insurance Act.

Parental/Adoption Supplemental Employment Benefits

An Employee, who is in receipt of the Employment Insurance (EI) parental/adoption 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 seventy-five (75%) of the Employee's regular weekly rate of pay. This SEB payment shall commence following completion of any required two (2) weeks 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/adoption benefits for a maximum of ten (10) weeks.

If a two-week waiting period is required for parental/adoption benefits under the Employment Insurance Act, the Employer will pay seventy-five (75%) of the Employee's regular weekly rate of pay for this waiting period.

In instances where two Employees share the paternity/adoption leave and both are in receipt of EI parental/adoption benefits, both Employees shall be eligible for the SEB to a maximum of ten (10) weeks each.

SEB Payment Calculation

- SEB payments will be based on the regular weekly rate of pay in the Employee's home position.
- The regular weekly rate of pay shall be determined by multiplying the Full Time 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.
- 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.

Salary changes with an effective date during the leave will not result in an adjustment to the SEB payment.

Article 17.14 b) (1)

Add viii) Extended Health and Dental Plan premiums.

- (2) On leaves of absence of more than one (1) month, and at the request of the Union, the Employer agrees to pay normal salary and benefits to an Employee and will charge the Local or the Union, in addition to those costs set forth in Article 17.14 (b)(1) an appropriate amount for the following benefits:
- iv) Family Leave.**

Article 17.15

Insofar as regular operations permit, Employees elected or selected for the council or a committee of the SRNA or RPNAS shall be granted leave without pay for such participation.

Article 17.17

Employees shall have access to the Deferred Salary Plan. The provisions of the plan are outlined in the Memorandum of Agreement signed by both parties on February 8, 2008.

22.01 Probationary Period

During the probationary period, the Employee shall enjoy all rights and privileges prescribed in the Agreement, **except Article 27, unless application of Article 27 would result in an increase in hours, change of status or classification.** Notwithstanding the foregoing, the parties agree that the Employer may terminate a probationary Employee for unsuitability.

ARTICLE 27 VACANCIES, PROMOTIONS OR TRANSFERS

27.01 (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:

- (1) the position is to be abolished, or
- (2) the position is to remain vacant and for how long.

To ensure that the Letter of Understanding #xx Maintaining Minimum Number of RN/RPN Positions is effective, Article 27.01 d) subsection 1 and 2 shall not apply for the period April 1, 2008 to March 30, 2012.

E&OE

Article 27.06 Minimum Number of RN/RPN Positions

In order to stabilize the current nursing workforce, Regional Health Authorities shall maintain, as a minimum, the number of full time equivalent RNs and RPNs (including vacancies) employed by each Regional Health Authority as of November 1, 2007, for the duration of the collective agreement.

The Employer shall provide the Union with quarterly reports of paid full time equivalents.

**LETTER OF UNDERSTANDING #xx
BETWEEN
SASKATCHEWAN UNION OF NURSES AND
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS
Maintaining Minimum Staffing Provisions Related to
Hiring Targets**

This Letter of Understanding shall be in effect from April 1, 2008 to March 30, 2012. For clarity, this letter of understanding shall expire on March 30, 2012 and shall not continue beyond that date.

Notwithstanding other articles of the current collective agreement, no nursing position or vacancy will be abolished by the Employer except in circumstances of reduction of service, facility or unit closures, mergers or transfers as provided by Articles 28, 30, and 31.

Where positions are abolished in accordance with Articles 28, 30, and 31 the Employer shall meet with the Union to provide information pertaining to where the Employer has or will create positions within the RHA equal to the number of RN/RPN Full Time Equivalents abolished. **In the event that the number of RN/RPN full time equivalents falls below the number established November 1, 2007, by Regional Health Authority, as a result of abolished positions per Articles 28, 30 and 31, the Employer shall meet with the Union to advise where the Employer shall simultaneously create and post positions equal to the number of RN/RPN full time equivalents abolished.**

There will be no replacement by other health care providers during the life of this Letter of Understanding except in the following circumstance. In order to meet the Employers' operational needs, where a vacancy cannot be filled through normal job postings and recruitment initiatives, the Employer shall continue to post the vacancy. However, after providing written notice to the Union the Employer may employ other health providers on a temporary basis, not to exceed 6 months to offset the vacancy while recruitment attempts continue. Upon mutual agreement the temporary offset may be renewed for a specified period. The agreement for a renewal shall not be unreasonably withheld by either party.

27.07 Graduate Nurses and Graduate Psychiatric Nurses

- a) Graduate Nurses and Graduate Psychiatric Nurses

A new graduate shall be defined as an individual who commences employment with a temporary graduate license.

For the lifetime of this agreement, if a position remains vacant after the provincial posting process (in accordance with Article 27.05); new Graduate Nurses **or Graduate Psychiatric Nurses** of the Nursing Education Program of Saskatchewan shall be given preference **subject to having the necessary qualifications.**

- b) New Graduate Recruitment Program

The Employer may hire new graduate registered nurses or new graduate registered psychiatric nurses into full time positions **or other than full-time positions** in the New Graduate Recruitment Program for up to 12 months. **The Employer shall consider the request of the New Graduate when determining whether the position is full- time or other than full-time.** Such new graduates shall work supernumerary with experienced employees for guidance and support. The supernumerary positions shall be additional to the existing staffing level. New graduates can be hired into such positions without a posting. The supernumerary positions shall not replace existing vacancies or be used to circumvent the normal hiring process.

- c) **At the time of hire, New Graduates shall be informed of the Mentorship program outlined in Article 42.05.**

27.08 Foreign -trained Registered Nurses and Registered Psychiatric Nurses

Foreign -trained Registered Nurses or Registered Psychiatric Nurses may be recruited to fill vacant positions, upon confirmation in writing, by the Employer to the Union that:

Add:

d) At the time of hire, foreign-trained Registered Nurses and Registered Psychiatric Nurses shall be informed of the Mentorship program outlined in Article 42.05.

27. xx New Article

In consultation with the Local where permanent OTFT-RPT positions of 0.3 FTE or less are vacated, the Employer may offer permanent existing OTFT – RPT Employees, within the applicable work area, in order of seniority, the opportunity to increase their hours.

Where additional hours are added to an Employee's position, new Letters of Appointment for affected OTFT – RPT Employees shall be issued.

In the event the Employer is unable to fill the existing vacancy, as outlined above, the vacated position shall be posted and filled in its entirety according to 27.01.

Article 28.02 A lay-off shall be defined as:

- (a) a reduction of the hours of work of a full time Employee; or
- (b) a reduction in the number of guaranteed hours in the Letter of Appointment of an OTFT-JS or OTFT-RPT Employee; or
- (c) the elimination or abolishment of an Employee's position.

To ensure that the Letter of Understanding #xx Maintaining Minimum Number of RN/RPN Positions is effective, Article 28.02 c) shall not apply for the period April 1, 2008 to March 30, 2012.

Article 30.02

Where merger or transfer of department(s) or program(s) between two (2) or more Facilities/Agencies will result in a lay-off or the relocation of an Employee's position at one or more of the Facilities/Agencies, the following shall apply:

Article 39.02 Temporary License to Practise

- a) A Graduate Nurse or Graduate Psychiatric Nurse with a temporary license who becomes registered within the first eight (8) months of employment shall have her rate of pay adjusted to Step 1 of the Nurse A rate as per Schedule "A". **A foreign-trained Registered Nurse or Registered Psychiatric Nurse with a temporary license who becomes registered within the first eight (8) months of employment shall have her rate of pay adjusted as per Article 48.02.**

42.03 PROFESSIONAL DEVELOPMENT

In recognition of the mutual value of furthering education the Employer shall issue and make available to the Union a statement of its policy in respect to leave of absence and any other assistance which it may make available to Employee(s) who desire to seek leave:

- (a) for formal educational purposes;
- (b) for professional development workshops.

The Employer shall be fair and equitable when granting time off for attendance at professional association meetings, workshops and other professional development opportunities.

Insofar as the regular operation of the Employer will permit, leave of absence without pay shall be granted upon request to enable an employee to fulfil the requirements of continuing educational requirement for RN/RPN licensure and/or for professional development.

Employees shall be granted annually up to 8 hours of paid professional development leave per full time Employee, pro-rated for other than full time on the basis of hours worked. Unused days are not cumulative from one calendar year to another. Utilization of this leave is subject to advance approval by the Employer with respect to timing and course content.

Article 42 STAFF DEVELOPMENT

42.04 Orientation

- a) The Employer shall provide during regular hours of work a planned and paid orientation program, **determined through Employer needs-assessment and Employee consultation**, for up to six (6) weeks or two hundred twenty four (224) working hours for newly hired Employees, and as required, supernumerary to regular staff complement. Orientation programs shall include such essential information **such as but not limited to** nursing practices and procedures for the Unit, fire and disaster plans, location of supplies and equipment, and training for any certifiable skills necessary for the Employee(s) to competently carry out their duties prior to assuming those duties. **Prior to the commencement of orientation, the Employer and Employee providing the orientation will discuss required work assignment adjustments.**

An RN/RPN shall provide orientation for duties and responsibilities that require the nursing process and are exclusive to a RN/RPN's professional standards of practice.

- b) An Employee who **returns to her position after an extended period or** acquires a new position pursuant to the terms of the Collective Agreement, including but not limited to Mergers, Transfers, Vacancies, Layoff, Reemployment and Displacement, shall be provided with orientation and training for certifiable skills that are necessary for the Employee to do the assigned duties as per Article 42.04 a) **based on an Employer assessment of need in consultation with the Employee.** If there are no qualified Employees or re-employment, the Employer shall provide in-house training as required, to Employees prior to hiring a new Employee.
- c) **Employees, at the time of hire shall be informed of the Mentorship Programs outlined in Article 42.05.**

42.05 Mentorship Program for New Hires

Definition – Mentoring involves a voluntary, mutually beneficial and long-term professional relationship between new hires and/or new graduates and current employees.

Employers and Employees **shall**, at the **regional** level, agree to establish a Mentorship Program for newly hired Registered Nurses/Registered Psychiatric Nurses.

The Employer **shall at a regional level** establish a roster from Employees who have indicated an interest in mentoring newly hired Employees.

Newly hired Registered Nurses/Registered Psychiatric Nurses may request a mentor from the roster. The mentor and the newly hired Employee do not have to work in the same facility/agency/work area.

Educational sessions for both mentor and newly hired Employee, may be held at the beginning of the Mentorship Program. **On a one time basis for each mentor and newly hired employee the Employer shall provide a minimum of sixteen (16) hours of paid leave to attend these educational sessions.** Participation in such educational sessions shall be considered time worked and be paid at the regular rate.

ARTICLE 52.01 Retirement – Delete article in its entirety.

ARTICLE 54 DENTAL PLAN, EXTENDED HEALTH PLAN & ENHANCED DENTAL PLAN

54.02 The Employer shall provide an Extended Health Plan and Enhanced Dental Plan fully paid for by the Employer, for Employees, their spouses and eligible dependants. The Plans shall be governed by a joint board of trustees made up of equal representation of Union and Employer representatives. The joint board of trustees shall be responsible to develop and administer the Plans within the resources allocated to the Plans.

The Extended Health Plan and Enhanced Dental Plan will be funded by the Employer each year at an annual rate of two point seven five percent (2.75%) of straight time payroll.

The Employer shall ensure that the current level of benefits provided from the Extended Health Plan and Enhanced Dental Plan shall continue at no cost to the Employees until March 31, **2012**.

ARTICLE 55 LONG TERM DISABILITY PLAN

55.03 Terms of Plan

- k)** All Employees shall be enrolled and participate in the LTD plan. Employee(s) who retire and access a pension covered by the collective agreement, if rehired shall have the option not to enrol in the LTD plan.

Article 56 Conditions Applicable to Northern Facilities/Agencies

56.05 Moving and Transportation Expenses for New Employees

- (a) All new permanent and temporary Employees shall be reimbursed for receipted relocation expenses up to a maximum of **\$4,000**.

56.07 Special Northern Leave

- a) Employees who complete one (1) year of service shall be entitled to one (1) week of **(40 hours) paid Special Northern Leave** in addition to their regular vacation entitlement. The week of **paid Special Northern Leave** will have been earned at the end of each fiscal year and will be prorated based on the percentage of hours worked.
- b) The extra leave must be taken in the year following that in which it was earned. Notwithstanding, the accumulated **paid** leave credit may be carried over to the next year.

56.10 Northern Allowance

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

| | |
|---------------------------------------|-----------------|
| La Loche | \$200.00 |
| Ile a la Crosse, Pinehouse, Sandy Bay | \$195.00 |
| Buffalo Narrows | \$190.00 |
| Cumberland House | \$130.00 |
| Beauval | \$125.00 |
| Creighton, Green Lake | \$120.00 |
| La Ronge | \$90.00 |

Northern Allowance shall be pro-rated for Employees working less than full-time.

56.11 Retention Strategies

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

| | |
|---------------------------------------|-------------------|
| La Loche | \$4,200.00 |
| Ile a la Crosse, Pinehouse, Sandy Bay | \$4,000.00 |
| Buffalo Narrows | \$3,650.00 |
| Cumberland House | \$3,300.00 |
| Beauval | \$2,500.00 |
| Creighton, Green Lake | \$2,000.00 |
| La Ronge | \$1,900.00 |

New Article 59.05 Professional Standards

Employers will endeavour to provide necessary staffing to ensure safe care. If and when, in the professional opinion of the Registered Nurse or Registered Psychiatric Nurse at the point of care, there is insufficient staffing to provide safe, competent nursing care, the RN or RPN has an obligation to immediately report the situation to a supervisor.

If the Employer agrees with the opinion of the Employee(s), the Employer shall endeavour to either provide the necessary staffing to ensure safe competent care, or if possible, transfer the client to a care area where safe nursing care can be provided.

If the Employer disagrees with the opinion of the Employee(s) or is unable to provide the necessary staffing to ensure safe, competent care, or transfer the client, an expedited alternative to a formal SUN Work Situation Report shall be implemented as follows:

The Employee(s) and the Supervisor shall immediately identify options for resolving the issue, attempt to reach a consensus and implement the agreed upon measures without undue delay.

Where a consensus cannot be reached between the Employee(s) and the Supervisor on a preferred course of action, or where resolution is unavailable at the unit level, the employee may provide a written statement within 24 hours, to the supervisor, identifying which professional standard has not been met in her professional opinion. The Supervisor shall provide a written response to the employee(s) within 24 hours of receiving the written statement regarding that determination and outlining care delivery directives regarding the reported concerns.

In the event the Supervisor is unavailable, the Employer designate shall provide interim direction to the Employee(s) to be effective until the Supervisor can provide written direction at the earliest opportunity.

New Article 61.05

Employee(s) who are assigned as a preceptor shall be paid a premium of sixty-five cents (\$0.65) per hour, in addition to all other premiums, for all assigned hours spent preceptoring. This premium shall only apply where preceptor duties do not constitute the Employee's regular job duties, as evaluated by the position evaluation tool.

ARTICLE 62 OCCUPATIONAL HEALTH AND SAFETY

62.04 (b) Influenza Vaccine

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

- 1) Employees shall, subject to the following, be required to be vaccinated for influenza.**
- 2) If the full cost of such immunization is not covered by some other source, the Employer shall pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during the Employee's working hours. In addition, Employees will be provided with information, including risks and side effects, regarding the vaccine.**
- 3) Employers recognize that Employees have the right to refuse any required immunization.**
- 4) If an Employee refuses to take the vaccine required under this provision, in the event of an outbreak in the facility, the Employee shall be placed on unpaid leave of absence. The Employee has the option of taking antiviral drugs and returning to work when cleared or not taking the antiviral drugs and being reassigned by the Employer where practicable. If an Employee is placed on unpaid leave, she may use vacation credits or banked time in lieu of overtime as per Article 8.04 and 15.01 in order to maintain her income.**
- 5) If an Employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she will be reassigned during the outbreak period, unless reassignment is not possible, in which case the Employee will be paid in accordance with Article 18. It is agreed that any such reassignment will not adversely impact the scheduled hours of other Employees. Any time lost shall not result in loss of the employee's sick leave credits.**
- 6) If an Employee gets sick as a result of the vaccination, and applies for Workers' Compensation Benefits, the Employer will not oppose the claim.**
- 7) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to Employees free of charge.**

This clause shall be interpreted in a manner consistent with the Saskatchewan Human Rights Code.

LETTER OF UNDERSTANDING #5
BETWEEN
SASKATCHEWAN UNION OF NURSES AND
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

Re: Local and/or **Regional**/District Letters of Understanding

It is agreed that all Local and/or **Regional**/District Letters of Understanding in effect March 31, **2008** shall continue in force and effect under the terms of and in accordance with this agreement until such time as alternate arrangement(s) are negotiated.

LETTER OF UNDERSTANDING #8
BETWEEN
SASKATCHEWAN UNION OF NURSES AND
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

Joint Position Evaluation

If either party wishes to engage in discussions regarding the SUN/SAHO position evaluation tool, it is agreed that any amendments or changes to the tool must be by consensus and will be consistent with the Government of Saskatchewan Policy Framework.

Each party to this review shall be responsible for their own expenses.

LETTER OF UNDERSTANDING #xx
BETWEEN
SASKATCHEWAN UNION OF NURSES AND
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

Retention of Late Career RN/RPN's

The Parties recognize that there are and will be a number of late career, experienced Employees who are eligible or will become eligible during the term of the collective agreement for an unreduced pension. The parties recognize the contribution of these Employees and upon being eligible for an unreduced pension, the Employers wish to take steps to encourage these Employees to remain in the system. Therefore, the following provisions shall be implemented.

The parties agree to request that by December 1, 2008, the SUN/Government Partnership be utilized to develop the initial framework to identify innovative initiatives which permit late career nurses to reduce their clinical hours of work and spend the reduced clinical hours in these initiatives.

E&OE

Initiatives may include, but not limited to, coordinating care, patient teaching, clinical education, mentorship, or health promotion and prevention.

The parties agree to request the SUN/Government Partnership be utilized to research and identify possible funding sources.

The following Letters of Understanding shall be deleted:

- #9 – Deferred Salary Leave**
- #12 – Nurse Patient Ratios**
- #14 – Expedited Arbitration**

All other Letters of Understanding not identified in this document shall be renewed.