

**CUPE AGREED LANGUAGE
AS OF
Sept 10, 2009**

10.02 d)

Documentation of disciplinary action shall be removed from the Employee's file provided there has been no further discipline of a similar nature rendered within two (2) years of the initial discipline

Documentation of disciplinary action concerning client abuse shall be subject to a five (5) year time limit.

Agreed February 24, 2009

11.08 Extension of Time Limits

The time limits set out above may be extended by ~~the~~ agreement between the Employer(s) and the Local of the Union.

Agreed September 11, 2008

11.09 Dispute Resolution Options

Failing satisfactory settlement of the Grievance at the Second Step, the matter may be referred within twenty-eight (28) calendar days to **any if the following:**

a) **Provincial** Dispute Resolution Committee

Prior to Arbitration, by mutual agreement between the Employer and the Local of the Union, the grievance may be referred to the Provincial Dispute Resolution Committee referred to in Article 12. **Requests for referral by either party must receive a response within fourteen (14) calendar days of receipt of the request. Upon agreement to refer the grievance to Dispute Resolution, the parties shall agree to meet within fourteen (14) calendar days to review all documentation and complete a statement of facts pertaining to said grievance.** Termination grievances shall not be referred to the Provincial Dispute Resolution Committee.

Agreed February 25, 2009

b) Expedited Arbitration

i) By mutual agreement between the Employer and the Local of the Union, the parties may agree to use one of the following persons who shall act as a single arbitrator in the expedited process.

- 1) Robert Pelton, Q.C.**
- 2) Dan Ish, Q.C.**
- 3) Angela Zborosky**
- 4) _____**

ii) The Arbitrator shall convene a hearing within twenty-eight (28) calendar days of written notification.

iii) The Arbitrator shall render a decision within two (2) working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision. The decision of the Arbitrator will be final and binding.

iv) The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the Arbitrator shall have the power to dispose of the grievance by an arrangement which he/she deems just and equitable.

iv v) Expedited arbitration awards shall have no precedential value.

v vi) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

vi) ~~No legal counsel will be used at the hearing.~~

vii) The cost of fees and expenses of the Arbitrator will be equally shared.

viii) The grievor(s), Union Representative(s) and Supervisor(s) who are party to the case shall be granted leave with pay to be present at the hearing.

Agreed February 25, 2009

b) c) Full Panel Arbitration

Failing mutual agreement to a) **or b)** above, either the Local of the Union or the Employer may refer the grievance to Full Panel Arbitration and a Board of Arbitration shall be established in accordance with *The Trade Union Act*. If it is not so referred, the grievance shall be deemed to be settled. **(Rest of clause unchanged)**

Agreed February 25, 2009

Article 12.03 c)

The Committee will approach each grievance by attempting to ascertain the facts and determine a resolution. Failing resolution, the Committee agrees to ~~produce a joint statement of facts and~~ determine the appropriate course of action to resolve the matter through expedited arbitration or full panel arbitration. Nothing in this Article will preclude the Local of the Union and Employer(s) from establishing a similar process within the Regional Health Authority.

Agreed October 2, 2008

Delete 12.04

Agreed February 25, 2009

15.13 Immunization/Quarantine

Any time lost as a result of:

- **immunization required the Medical Health Officer in accordance with the Saskatchewan Immunization Manual or the Canadian Immunization Guide; or**
- **quarantine as determined by the Medical Health Officer or;**
- **being prohibited from working by the Employer as a result of exposure to an infectious disease as a result of her employment;**

shall not result in loss of pay or reduction of the Employee's sick leave credits.

In the case of other than full time Employees, wages and benefits shall be based on the average number of paid hours in the last fifty-two (52) weeks preceding the date of such time lost or date of hire whichever is greater.

The Employer agrees to provide immunizations as required for Health Care workers in accordance with the Saskatchewan Immunization Manual and the Canadian Immunization Guide.

Agreed August 20, 2009

19.02 Loss of Seniority

Subject to Article 21.13 a), aAn Employee shall lose all entitled seniority and shall be deemed to have terminated employment from all Employer(s) in the geographic Regional Health Authority, if in fact *in the event* the Employee:

- a) Is discharged for just cause and is not reinstated;**
- b) voluntarily terminates from all ~~the employ of the~~ Employer(s) within the Regional Health Authority unless they withdraw their resignation within forty-eight (48) hours from the initial submission to the Employer.**
- g) Has not worked *in the past* one hundred and eighty (180) days within the bargaining unit, ~~then he or she shall lose their seniority and be deemed terminated~~ **exclusive of approved leaves.****
- h) Has retired.**

Agreed June 11, 2009

21.02 c)

c) If a position becomes vacant within thirty (30) calendar days of the original commencement date, the vacated position shall be offered to the next senior applicant from the original posting in accordance with the above provisions.

Agreed July 21, 2009

Employer Proposals – SAHO/CUPE Collective Bargaining Agreement

21.03 h):

h) An Employee filling a temporary vacancy shall **only** be eligible for another temporary vacancy that would result in the Employee obtaining a position:

Agreed June 10, 2009.

21.03 k)

k) An Employee filling a temporary vacancy who is the successful applicant for a permanent position in the same department with fewer guaranteed hours than their temporary position may opt to remain in the temporary position until its expiry date before commencing in the permanent position.

Agreed June 11, 2009

21.13 Portability of Benefits, Seniority and Accruals

a) Employees who terminate from ~~another CUPE Health Care bargaining unit~~ **an Employer(s) covered by the CUPE/SAHO Collective Bargaining Agreement** and who are successful in obtaining a position with ~~any~~ **another** Employer covered by the CUPE/SAHO Collective agreement within one hundred and twenty (120) days shall transfer:

- i) seniority;
- ii) unused sick leave credits to a maximum of thirty (30) days;
- iii) most recent vacation accrual rate **based on the earliest hire date**; current unused vacation credits will be paid out as per Section 25 of *The Labour Standards Act*. The Employee will have the option to purchase those vacation credits from their receiving Employer;
- iv) Salary Step, if re-employed in the same classification; and
- v) Pension, Group Life, Dental (core), Disability Income Plan, Extended Health Benefits and Enhanced Dental in accordance with the terms of the Plans.

Agreed February 26, 2009

22.01 Probation

Newly hired Employees(s) shall be on probation for a period ~~of four hundred and eighty (480) hours worked or five (5) calendar months whichever first occurs~~ from the date the Employee commences work. By mutual agreement of the Local of the Union and Employer an extension may be granted. The circumstances warranting the extension, the improvements expected by the Employer and the duration of the probationary extension must be communicated to the Employee. During the probationary period Employees shall be entitled to all rights and benefits of this Agreement. Probationary Employees may be terminated for reasons of general unsuitability. The Local of the Union shall be notified in writing of all such dismissals within seven (7) days. The communication to the Local of the Union shall outline the standards that are expected of the Employee, the date the Employee was notified of them and the time period the Employee was given an opportunity to demonstrate his/her ability and should include the reason for unsuitability.

Agreed June 17, 2009

22.02 Trial Period

Employees who are reclassified, transferred, promoted or who successfully apply for a temporary vacancy, shall be considered on trial in their new position for three hundred and twenty (320) hours worked or three (3) months whichever occurs first, following their ~~date of appointment to first day worked in~~ their new position.

Agreed March 24, 2009

Article 23.03 a)

Add the following sentence at the end of current sub-clause.

The committee shall provide an annual operations report including an annual operations statement, educational expenditures (program specific), and educational strategies implemented to meet current and future human resource needs, etc. to each Employer, each Local of the Union, and CUPE Healthcare Council.

Agreed June 17, 2003

27.01 Definition

a) For the purpose of this Agreement, a day shall be any twenty-four (24) hour period ~~calculated from the time the Employee commences the scheduled shift~~ **beginning at 0001 and ending at 2400.**

Agreed March 25, 2009

Employer Proposals – SAHO/CUPE Collective Bargaining Agreement

Article 27.02 c) i)

i) [3rd paragraph]

In addition to the regular rates of pay, a shift differential in the amount specified in Article ?? – Shift Premium, shall be paid for all assigned hours worked by field Employees, between the hours of 1800 and ~~0800~~ 0700.

Agreed March 25, 2009

Article 27.02 e)

e) **Extended Shift Arrangements**

Extended shift arrangements (10 or 12 hours) may only be implemented upon mutual agreement between the Employer, the affected Employees and the Local of the Union.

Agreed August 12, 2009

Article 27.04 b)

b) Availability

ii) Employees may amend their Application for Relief Work form:

- Annually on February 1st to be effective March 1st providing their availability does not fall below the requirement of the original posting; or
- When they accept a part time or temporary position that affects their availability; or
- By mutual agreement between the Employer and the Employee and the Local of the Union. **Such agreement shall not be unreasonably withheld.**

Agreed July 21, 2009

iii) OTFT Employees may make short term requests for absences from their relief requirements **from one or all departments/lists.**

Agreed June 17, 2009

iv) Employees working in more than one (1) department and/or facility agency shall be required to inform the immediate supervisor or designate of any potential overtime **or premium pay** situations **which result in overtime rates of pay** and/or scheduling conflicts as soon as the Employee is aware.

Agreed August 13, 2009

Article 27.04 h)

h) Change or Cancel a Shift

The Employer(s) reserves the right to change or cancel a relief Employee's scheduled shift(s). If such shift(s) are cancelled without forty-eight (48) hours notice, the Employee shall be paid his/her regular earnings for any shift(s) cancelled within the forty-eight (48) hour period. A part-time Employee who is working relief, and whose shifts are cancelled shall return to their part-time schedule. **Insofar as regular operations permit, the Employer will endeavour to cancel relief shifts in reverse order of seniority.**

Agreed June 17, 2009.

Article 27.04 k)

k) Failure to Indicate Overtime

Should an Employee fail to indicate an overtime situation, they shall be paid the applicable overtime rates and the Employee will be moved **for twenty eight (28) days** to the bottom of all relief lists **in the department where the infraction occurred.**

Agreed August 18, 2009

27.05 d)

- d) One (1) unpaid meal period of one-half (1/2) hour shall be scheduled for each Employee working a shift of ~~at least~~ five (5) hours or more. Employees unable to take their meal period at the time scheduled, shall be provided time later in the shift for the meal break. Employees who work the normal full time hours per day and who are unable to take their meal break will be paid one-half (1/2) hour at overtime rates.

Agreed September 30, 2008

27.12 Mutual Trades

Employees exchanging shifts between themselves, which results in deviation from the posted schedule, shall not be subject to the overtime provisions ~~and/or premium pay provisions~~ **overtime rates of pay** unless **such overtime rates of pay or overtime and/or premium pay** would have been paid irrespective of the change. **Requests shall be in writing.** Such exchanges shall be subject to the approval of the Employer.

Agreed August 13, 2009

27.24 f)

f) Where it is identified that there is an ongoing pattern of overtime, the Employer(s) and the Local of the Union shall meet to review the reasons for the overtime.

Agreed to March 25, 2009

28.01 Designated Holidays

The Employer(s) recognizes the following as designated holidays:

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

And any other day proclaimed as a designated holiday by the Federal, Provincial or Municipal Government. A civically declared designated holiday in lieu of any of the above named holidays shall not be considered as a designated holiday.

Employer(s) shall post a list of the dates upon which the Designated Holidays will be observed by December 1st of the preceding year.

Agreed July 22, 2009

Article 30.09

30.09 Medical Care Leave

An Employee who is unable to make arrangements for personal preventative health care outside of scheduled work time shall be granted time off with pay **to a maximum of twenty-four (24) working hours per year**. Such time off will be deducted from the Employee's sick leave accumulation.

On request, Employees will be required to show proof of such care.

Where an Employee is unable to make necessary arrangements outside of work time for any ongoing treatment or medical investigation, an Employee shall have access to sick leave credits.

Agreed June 17, 2009

Article 36.04

Article 36.04 – Pension Plan

The Employer agrees to participate in the ~~SAHO~~ **Saskatchewan Health Employees' Pension Plan (SHEPP)** and to comply with the terms and conditions of the Plan or maintaining the Existing Pension Plan that is currently in effect.

Agreed June 16, 2009

Article 37.10

Delete all of the current 37.10 b) and replace with the following:

b) Employees on authorized Employer business outside of their normal work area shall be reimbursed for accommodation and meal expenses in accordance with Employers' reimbursement policy supported by itemized receipts. Where an Employer does not have a reimbursement policy, Employees shall be reimbursed for accommodation and meal expenses for actual and reasonable charges supported by itemized receipts.

Agreed August 12, 2009

Delete Article 38.01

Agreed July 21, 2009

LETTER OF UNDERSTANDING #5

Local Letters of Understanding

Amend to read as follows:

The Parties agree that all Local Letters of Understanding shall remain in effect until such time as the Local of the Union and the Employer(s) reach agreement to amend any or all current Letters.

Agreed June 17, 2009

LETTER OF UNDERSTANDING #6

Vacation Pay on Termination or Retirement

The parties agree that Employees on staff as at date of signing formerly covered by the SGEU/PSC, CUPE Local 600/PSC, CUPE Local 600-0 & 600-6/SAHO and SGEU Wascana Rehabilitation Centre/SAHO shall be entitled to vacation on termination or retirement in accordance with Article 100 Vacation Entitlement in the Year of Retirement, Article 16.09d) Separation Allowance, Article 18.12 Vacation on Superannuation or 35 Year Service or Article 18.10 d) Separation Allowance respectively. The following are the provisions of the respective Collective Agreements:

Employer Proposals – SAHO/CUPE Collective Bargaining Agreement

a) SGEU/PSC

Vacation Entitlement in Year of Retirement

Employees leaving the service on or after age sixty-five (65) or at any time following the completion of thirty-five (35) years service, shall be entitled in the fiscal year of retirement to fifteen (15), twenty (20), twenty-five (25) or thirty (30) days vacation leave or pay in lieu thereof.

b) CUPE Local 600/PSC

Notwithstanding anything contained in any of the foregoing clauses, Employees who are superannuated or retired on account of ill health, or at the age of sixty (60) or more years, or after thirty-five (35) years of continuous service, shall be entitled in the vacation year of retirement to three (3) weeks

vacation leave, provided, however, that an Employee otherwise entitled under the provisions of this agreement to four (4), five (5) or six (6) weeks of vacation leave shall receive the same in the year of retirement. This entitlement shall be in addition to any earned vacation leave credited at the end of the previous vacation year.

~~e) CUPE Local 600-01 & 6/SAHO~~

~~Notwithstanding anything contained in the foregoing clauses, Employees who are superannuated or retired before December 31st, 2006, on account of ill health or at the age of sixty (60) or more years, or after thirty five (35) years continuous service, shall be entitled in the vacation year of retirement to three (3) weeks' vacation leave, provided, however, that an Employee otherwise entitled under the provisions of this agreement to four (4) weeks, five (5) weeks or six (6) weeks of vacation leave, shall receive the same in the year of retirement.~~

d c) SGEU/Wascana/SAHO

An Employee leaving the facility on or after superannuation age or at any time following completion of thirty-five (35) years of service, shall be entitled in the fiscal year of retirement to vacation leave subject to Article 18.01 **of the 1999 Wascana Rehabilitation Centre Collective Agreement** or pay in lieu thereof, in addition to vacation earned and not used in advance.

Agreed May 20, 2009

LETTER OF UNDERSTANDING #10

PEBA Pension Plans

Delete

**LETTER OF UNDERSTANDING #10
BETWEEN
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
Public Employees Benefit Agency Pension Plans**

The parties agree that contributions made by Employers and Employees on behalf of Employees enrolled in the Public Employees Pension Plan shall be as follows:

Employee Rate – 5.00%

Employer Rate – 6.45%

The parties agree that Employer(s) contribute an additional one point four five percent (1.45%) up to *The Income Tax Act* maximums for Employees enrolled in the Public Service Superannuation Plan who have opted to join the Public Employees Pension Plan.

The parties hereto affixed their signatures this
SIGNED ON BEHALF OF THE
ASSOCIATION
OF HEALTH ORGANIZATIONS

day of .
SIGNED ON BEHALF OF SASKATCHEWAN
CANADIAN UNION OF
PUBLIC EMPLOYEES

Agreed September 4, 2009

LETTER OF UNDERSTANDING #20

Review of Technologist /Technician Classifications

Delete

Agreed May 20, 2009