

Agreed To: October 27, 2008

The SAHO Committee agrees to withdraw their proposal to delete Letter of Understanding #5 RE: Transition Processes for Calculating Seniority and also agrees to move it to an Appendix and to delete the second paragraph of Article 9.01 as indicated below:

9.01 Definition of Seniority

Seniority shall be calculated from the last date of employment within the Regional Health Authority. Seniority shall accrue on all paid hours (exclusive of overtime) and all unpaid hours, as provided in Article 9.02, which are earned with all Employers within the Regional Health Authority.

~~All Transition Processes utilized as a consequence of *The Health Labour Relations Reorganization Act* and *The Regional Health Services Act* are outlined in Letter of Understanding #5.~~

Agreed To: October 27, 2008

Move LOU #5 as set out herein – To Appendix # ____

~~LETTER OF UNDERSTANDING #5~~

RE: TRANSITION PROCESSES FOR CALCULATING SENIORITY

- I) The purpose of this transition process is to calculate Regional Health Authority seniority using an hours-based system for those employees now represented by SEIU in accordance with Section 11.6 (3) of *The Health Labour Relations Act* and *The Regional Health Services Act*.

The parties agree that the former CUPE members shall have their seniority converted to an hours based seniority accrual in accordance with the provisions of this paragraph. The hours of seniority in paragraph B and C below is based on the payroll tracking of hours, in accordance with the CUPE affiliation from May 9, 1999 to December 14, 2002.

As soon as reasonably possible, Five Hills Regional Health Authority, Saskatoon Regional Health Authority and Heartland Regional Health Authority shall post seniority lists for employees who were represented by CUPE prior to October 28, 2002. Such lists shall be posted in all applicable locations and shall include:

- A. Seniority hours as of May 8, 1999. These seniority hours shall be deemed to be accurate and the hours stated therein cannot be challenged.
- B. Life to Date hours as of January 5, 2002 – representing seniority hours from date of hire to January 5, 2002.
- C. Year to Date hours up to December 14, 2002 – representing seniority hours from January 6, 2002 to December 14, 2002.

The accuracy of hours referred to in paragraph B shall be subject to correction prior to the seniority posting March 1, 2003. After the March 1, 2003 posting, only those hours in paragraph C and the remaining hours in the seniority year as per Article 9:05 shall be subject to further correction in accordance with the terms of the CBA.

Confirmed seniority lists shall be posted on March 1, 2003 in accordance with Article 9:05 (a) of the SEIU/SAHO Collective Agreement and shall list all employees of the respective Regional Health Authorities and their seniority hours based on accumulated hours of work as per the terms of the SEIU/SAHO CBA.

- II) The purpose of this transition process is to calculate Regional Health Authority seniority using an hours-based system for those employees now represented by SEIU in accordance with Section 11-1 of the *Health Labour Relations Reorganization Act*.
- 1. Those employees previously represented by a Trade Union and whose seniority was calculated using an hours-based system shall retain all accumulated seniority with all Employers within a Regional Health Authority up to and including January 2, 1999. From that day forward, seniority shall accrue in accordance with Article 9 of the Collective Agreement.

2. Those employees previously represented by a Trade Union and whose seniority is not based on hours shall have their seniority converted to hours on the following basis:
 - i) Calculated from their date of hire, full-time employees will be credited with two thousand and eighty (2080) seniority hours per year up to July 1, 1982. Thereafter, they will be credited with one thousand nine hundred and forty-eight point eight (1948.8) hours per year.
 - ii) Those employees who are part-time shall have their seniority days transferred to an hours-based calculation by multiplying the number of days of seniority by eight (8) hours per day.
3. Those employees not previously represented by a Trade Union will have their seniority figure established as follows:
 - i) Calculated from date of hire, full-time employees shall be credited with two thousand and eighty (2080) seniority hours per year up to July 1, 1982. Thereafter the employees will be credited with one thousand nine hundred and forty-eight point eight (1948.8) hours per year.
 - ii) Those employees who are part-time shall have seniority hours credited based on the payroll record of their paid hours.
4. A Regional Health Authority seniority list showing an employee's Regional Health Authority seniority up to and including January 2, 1999, shall be posted September 1, 1999.
5. Employees shall have until November 1, 1999, to submit proof of error to their Employer. Upon proof of error, the Employer shall revise the seniority hours accordingly. Copies of the revised list shall be forwarded to the Local Union Office simultaneously, but no later than December 31, 1999.

The seniority hours as stated on the revised Regional Health Authority seniority list shall then be final and binding. This list will be posted January 3, 2000. Thereafter, Article 9.05 of the Collective Agreement shall apply.

III) APPLICABLE TO EMS ONLY:

Transition Process for Calculating Regional Health Authority Seniority

The purpose of this transition process is to calculate Regional Health Authority seniority using an hours-based system for employees of Emergency Medical Services within each Regional Health Authority:

Calculated from date of hire, all employees shall be credited with four hundred (400) seniority hours per year up to and including December 31, 2001. From January 1, 2002, and forward, seniority shall accrue in accordance with Article 9.01. Those employees employed from date of hire to the end of that calendar year and where the year so

identified is less than a full year, shall receive a pro-rated portion of four hundred (400) seniority hours for that year.

Those employees, who believe that they have accrued more than four hundred (400) seniority hours in any year of employment as an EMS employee, and to have proof of such seniority accrual, shall be able to submit such proof to the Union Seniority Appeals Committee. Upon proof of error, the Employer shall revise the seniority hours accordingly. In no event shall any EMS employee be able to accrue more than one thousand nine hundred and forty-eight point eight (1948.8) hours in any payroll year.

Agreed To: October 27, 2008

9.05 Seniority List

- d) Persons employed as full-time for the entire seniority year shall be eligible, subject to Articles 9.02, 9.03, and 9.04 to be credited with nineteen hundred and forty-eight point eight (1948.8) hours of seniority in a seniority year. Requests for adjustment shall be submitted by the employee pursuant to Article 9.05 e) f).

Where a full-time employee has accrued in excess of nineteen hundred (1900) hours but less than nineteen hundred and forty-eight point eight (1948.8) hours in a seniority year, the Employer shall automatically provide an adjustment to nineteen hundred and forty-eight point eight (1948.8) hours for that seniority year. No request for adjustment shall be required.

In no event, shall an employee accrue in excess of nineteen hundred and forty-eight point eight (1948.8) hours of seniority in a seniority year. Where an employee has accrued in excess of nineteen hundred and forty-eight point eight (1948.8) hours in a seniority year, the Employer shall automatically provide an adjustment to nineteen hundred and forty-eight point eight (1948.8) hours of seniority for that seniority year.

Employees covered by Appendix III shall not be affected by the foregoing.

Agreed To: October 28, 2008

Article 11.07 Rates of Pay

a) Pay on Promotion

When an employee is promoted, the employee shall be advanced to the hourly rate in the applicable Pay Band of the higher paid classification which is next higher than the employee's highest current hourly rate or to the hourly rate which is next higher again if the initial advancement is less than or equal to the employee's next normal increment in **their** highest Pay Band.

b) Pay on Demotion

When an employee is demoted, the **employee's** rate of pay shall be maintained where such hourly rate exists in the new Pay Band of the lower paid classification. Where such hourly rate does not exist in the new Pay Band, the hourly rate shall be reduced to the hourly rate in the new Pay Band which is the step next below the employee's highest current hourly rate.

Agreed To: November 14, 2008

4.02 Harassment

The Union and the Employer recognize the right of employees to work in an environment free of harassment and will work jointly to achieve that goal. The Employer shall have in place a harassment policy, which shall be reviewed regularly and revised as deemed appropriate.

a) Definition of Harassment

Harassment means any objectionable conduct, comment, or display by a person that is directed at a worker, constitutes a threat to the health or safety of the worker, and:

- 1) Is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry, or place of origin, Union activity; or
- 2) Is a repeated, intentional, sexually oriented practise that undermines an employee's health, job performance, or workplace relationships, or endangers an employee's employment status or potential; or
- 3) Is an unsolicited, unwelcome, disrespectful or offensive behaviour directed at another person. These actions may be identified as repeated intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation. This is intended to include personal harassment and/or bullying.

Agreed To: December 10, 2008

Article 7.01

a) Definition

A grievance shall be defined as any difference or dispute between the

b) Initiation of Grievances

Individual grievance(s) **shall be filed** through the Union **and submitted to the employee's** immediate **out-of-scope** Supervisor or designate as set out under Article 7.07. Group grievances, policy grievances and interpretation grievances must be submitted by the Union.

Agreed To: December 10, 2008

Article 20 – Seniority and Benefit Portability

20.01 Employees who terminate from any Employer covered by the SEIU/SAHO Collective Bargaining Agreement and commence employment with any Employer covered by the SEIU/SAHO Collective Bargaining Agreement within one hundred and twenty (120) days shall be entitled to transfer the following:

- i) Notwithstanding Article 9.04, all seniority accrued to date of termination;
- ii) The most recent vacation accrual rate (earliest date of hire);
- iii) Unused sick leave credits to a maximum of thirty (30) days;
- iv) **Their** salary step, if re-employed in the same classification;
- v) Pension, Group Life, Dental (core), Disability Income Plan, Extended Health Benefits and Enhanced Dental in accordance with the terms of the Plans.

An employee who commences employment within the one hundred and twenty (120) day period shall have a new increment date established to coincide with the first (1st) day of re-employment. The provisions of Article 18.03 (Recognition of Previous Experience) ~~may be considered.~~ **shall be utilized.**

Notwithstanding the provisions of Article 20.01 i) through v), employees shall serve a probationary period.

Agreed To: January 21, 2009

LETTER OF UNDERSTANDING

#19 RE: GENERAL DISABILITY INCOME PLAN

All employees who are enrolled in the General Disability Income Plan, as of January 13, 2002, shall remain in that Plan and continue premium payments as required by that Plan, except where otherwise agreed upon between the Employer, SAHO and the Union.

Where an Employee, who is an SEIU member and is enrolled in the General Disability Plan, does not have sufficient sick leave credits to continue normal earnings during the period of time from the commencement of time absent from work by virtue of being sick or disabled or because of an accident not covered by Workers' Compensation to the receipt of payment of Employment Insurance benefits, such employee(s) shall be able to elect to use vacation, Statutory Holiday, earned days off and/or time earned in lieu time off which have not yet been scheduled for the purpose of continuing normal earnings.

Agreed To: March 27, 2009

Article 24.05 Deductions from Sick Leave Credits

Deductions from sick leave credits shall include all rest periods and travel time that would otherwise be paid, as per the Collective Agreement.

Agreed To: May 14, 2009

Article 7.07 **First (1st) Step – Pre Grievance Resolution Discussions**

The parties agree to promote the timely resolve of workplace issues and, where dialogue between the Shop Steward and the immediate out-of-scope Supervisor or designate results in effective resolutions, to avoid filing a grievance. It is understood that such resolutions are agreed on a without prejudice basis.

Article 7.08 **Second (2nd) Step - Grievance to Immediate Out-of-Scope Supervisor or Designate**

Grievances should be resolved as quickly as possible. Where such discussions at the First (1st) step do not result in resolution of the dispute, employees, through the Union, or the Union itself, may thereafter refer in writing any such grievance to the immediate out-of-scope Supervisor or designate concerned within fourteen (14) calendar days of discovery of the cause for complaint. The Union representative may be accompanied by the aggrieved if the latter so wishes. The immediate out-of-scope Supervisor or designate shall give a written decision which sets out the supporting reasons within seven (7) calendar days.

Renumber remaining Article accordingly.

Agreed To: May 15, 2009

Schedule "F" Training Classifications – Unregistered Technologist

Delete

Agreed To: June 24, 2009

14.01 Statutory Holidays

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

New Year's Day	Saskatchewan Day
Good Friday	Labour Day
Easter Sunday	Thanksgiving Day
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	Family 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 14.03 shall be paid for work on the actual calendar day, and shall not be paid for work on any alternate named day.

Agreed To: June 26, 2009

3.04 Progressive Discipline

No employee shall be disciplined or suspended without just cause and without being apprised of the issue or concern prior to any disciplinary action being taken. The Employer agrees to use a process of Progressive Discipline in a timely and reasonable manner. An employee is entitled to be accompanied by a Union representative when interviewed during the course of an investigation.

- a) A copy of a document placed on an employee's file which might at any time be the basis for disciplinary action shall be supplied to the employee, with a copy to the Local Union Office;
- b) The employee's reply to such document shall also become a part of the employee's file;
- c) Documentation referred to in a) that is not related to a disciplinary suspension shall become void after two (2) years, unless there have been subsequent documented incidents of a similar nature. Documentation referred to in a) that is related to a disciplinary suspension shall become void after three (3) years, unless there have been subsequent documented incidents of a similar nature. **Upon request, following the time periods above, the documentation shall be removed from the employee's file.**

d) Suspension pending investigation is not considered discipline. 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 Union. 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.

The SEIUWEST Bargaining Committee is prepared to agree to the above revision on the basis of the Employer confirmation that any and all void documentation will not be relied upon by the Employer as a result of it remaining on the employee's file.

Agreed To: June 26, 2009

11.03 Posting of Vacancies

- a) *Current Language*
- b) The following information shall be included and it is recognized that these conditions may be subject to change:
 - Type of shifts (days, evenings, nights);
 - Date commencement of the position;
 - Work area or nature of service;
 - Brief summary of duties required by the job.
- c) Should the Employer be unsuccessful in obtaining applicants with the **Provincial Job Description requisite or equivalent** qualifications, and, as **per LOU #22 re: JJE Implementation Issues b) v)** intends to **accept applicants without the requisite or equivalent qualifications**, the Employer shall repost the position **in the same job classification indicating that applicants without the requisite or equivalent qualifications shall be considered for the position. Such position shall be filled** in accordance with Article **11**.

Agreed To: June 26, 2009

13.06 Rest Periods

- a) Employees who work more than three (3) hours but not more than six (6) hours shall receive one (1) fifteen (15) minute rest period.

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

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

- b) **When an employee(s) is unable to take their rest period(s) on a regularly occurring basis, the parties shall meet to investigate and resolve the situation such that the employee(s) receives their rest period(s).**

- c) **APPLICABLE TO HOME CARE ONLY:**

Employees who work more than eight (8) hours but not more than twelve (12) hours shall receive three (3) fifteen (15) minute rest periods.

Whenever possible, the Employer shall endeavour to schedule rest periods coincident with travel time.

Where Home Care employees work more than three (3) hours in a day, they shall be entitled to rest periods, as provided for in a) above.

Agreed To: July 9, 2009

4.04 Representational Workforce

a) **General Provisions**

The parties agree with the principle of achieving a representative workforce for Aboriginal workers. Subject to available funding, the parties therefore agree to develop, implement, monitor and evaluate initiatives designed to facilitate Aboriginal participation in all occupations in proportion to the **community or** provincial working population. Such actions will be complementary to the provisions of this Collective Agreement **and administered through the established joint advisory committees in conjunction with the parties to that committee. It is agreed that any employee who attends these joint committees shall be released from duty without loss of pay.**

b) Workplace Preparation

The parties agree to implement educational opportunities for all employees to deal with misconceptions and myths about Aboriginal peoples.

The parties agree to identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and/or remaining in the workforce.

d) **Accommodation of Spiritual or Cultural Observances**

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

Accumulation of seniority issues to be addressed in Article 9.02 k).

Agreed To: July 9, 2009

5.06 Introduction to Union Steward

- a) During the first (1st) month of employment and within regular working hours, the Employer agrees to ensure that all new employee(s) are introduced to their Union Steward or representative. **A list of all new employees shall be provided to the Union on a monthly basis. The Union Steward or representative shall have up to fifteen (15) minutes to share pertinent Union information with each new employee.**

- b) **Where the Employer provides a regional orientation, a Union Steward or representative shall have up to thirty (30) minutes within regular working hours to make a presentation and to provide the employee(s) with a copy of the Collective Agreement and any other pertinent information. The Union shall be given reasonable notice of the regional orientation date(s), locations and the names of expected SEIU attendees together with their home facility/service.**

- c) **Where there is no regional orientation process in place, the Union shall have up to thirty (30) minutes within regular working hours to share information as per a) above (e.g. within first (1st) month of employment).**

Agreed to with the understanding provided on SEIUWEST's June 26, 2009 proposal.

Agreed To: July 9, 2009

Article 7.09 Third (3rd) Step - Grievance to Chief Executive Officer or Designate

Failing satisfactory resolution of the grievance at the **Second (2nd)** step, the Union representative shall refer the matter to the CEO or designate, in writing, within fourteen (14) calendar days of having received the decision of the immediate **out-of-scope** Supervisor or designate.

The Employer designate shall discuss the grievance with the Union representative within fourteen (14) calendar days of receipt of the grievance and shall render a written decision within seven (7) calendar days of the discussion.

It is understood that where the designate is one and the same for the **Second (2nd)** Step and the **Third (3rd)** Step, the Second (2nd) Step may be eliminated through mutual agreement.

Renumber remaining Article accordingly.

Agreed To: July 23, 2009

29.06 Employer

Employer shall mean an affiliate and/or a Regional Health Authority as identified on page i) of this Agreement. For the purposes of Article 20 only, the term “Employer” shall include Extencicare (Canada) Inc. whose employees are represented by **SEIUWEST.ca (formerly** Locals 333, **336** and 299) and are covered under the SEIU Extencicare (Canada) Inc. Collective Bargaining Agreement.

Agreed To: July 23, 2009

26.01 Disability Income Plan

c) Terms of Plan

14. Benefits from the Disability Income Plan shall not be reduced if the member receives payments from any insurance company, provided that the total payments do not exceed one hundred per cent (100%) of regular salary.

Agreed To: July 23, 2009

- 20.02** a) Employees who are employed with two (2) or more **Regional Health Authorities** shall not be eligible to transfer items as specified in Article 20.01 until such time as they terminate with one (1) or more of the **Regional Health Authorities**. It shall be the responsibility of the employee to notify the remaining Employer of their termination and request a transfer of their seniority and benefits as specified in Article 20.01. The remaining Employer shall complete the transfer of items specified in Article 20.01 within two (2) calendar weeks of receipt of the employee request. In the event the employee remains employed in more than one (1) **Regional Health Authority** they shall only be entitled to transfer their seniority and benefits from the terminating Employer to one (1) of the remaining Employers.

Employees who are employed in more than one (1) Regional Health Authority shall access benefit plans as listed in 20.01 v) as if employed at a single Regional Health Authority.

When combining seniority the total cannot exceed one thousand nine hundred and forty-eight point eight (1948.8) hours per year of service.

When combining sick leave credits the total cannot exceed the maximum of one hundred and sixty (160) days. (not agreed to)

Where employees become employed with two (2) or more **Regional Health Authorities** the provisions of Article 18.03 (Recognition of Previous Experience) **shall be utilized.**

Employees who are employed in the same classification and remain employed in the same classification shall retain their highest increment level. Where this results in a higher hourly rate, a new increment date shall be established coincident with the move to the higher increment level.

- b) *Current Language*

The SAHO Committee agrees to this proposal but it is recognized that the Coalition (SEIU, CUPE & SGEU) proposal to delete the: "When combining sick leave credits the total cannot exceed the maximum of one hundred and sixty (160) days." cap remains a common table issue.

Agreed To: July 24, 2009

SCHEDULE "E"

All Medical Technology students who become student employees at the commencement of or during entering the clinical part of their training program at a Regional Health Authority facility and who become employees shall be paid on the following basis:

Three weeks orientation (August)	Minimum Wage
Four weeks orientation (January)	Minimum Wage
Return to hospital to 12th month	53% of start for Registered Technologist
13 to 18 months	63% of start for Registered Technologist
19 to 26 months	73% of start for Registered Technologist

IT IS AGREED BETWEEN THE UNION AND THE EMPLOYER THAT THE FOLLOWING CONDITIONS SHALL APPLY TO STUDENT **EMPLOYEE(S)**:

1. That the Union will not interfere with the terms and conditions surrounding the teaching program per se, as it is recognized that this program must be acceptable to the accreditation body.
2. That the terms of the Collective Agreement will apply to the student **employee(s)** except in cases where those terms are not compatible with the educational program.
3. Any student **employee** who opts out of the teaching program and applies for a position **within the Regional Health Authority**, or who completes their educational program and is rehired by the **Regional Health Authority shall be covered under the provisions of Article 20.**

Agreed To: July 24, 2009

29.09 Parties

Parties to this Agreement shall mean **SEIUWEST.ca (formerly Service Employees International Union (SEIU) Locals 333, 299 and 336)** and the Employer(s) represented by Saskatchewan Association of Health Organizations (SAHO).

Agreed To: July 30, 2009

11.05 Filling of Vacancies

a) Bidding of Vacancies

- i) Employees shall be entitled to bid for a new position or vacancy by means of written application **or a written request for transfer (as per ii) through v) below)**. Wherever possible, vacancies shall be filled by employees within the scope of this Agreement.

ii) to v) *Current Language*

b) & c) *Current language*

d) Letter of Appointment

All positions shall be confirmed in writing by a letter of appointment which shall include:

- Status;
- Classification;
- Pay Band and Pay Range;
- Number of hours and shifts per defined length of rotation;
- **Date of commencement;**
- Position identified as regionally-based, multi-site, facility-based/agency-based, or specific to a department.

- e) If an employee vacates the position within **forty-five (45) calendar days** of the original commencement date, the vacated position shall be offered to other qualified applicants from the original posting in accordance with the above provisions.

Should there be no other qualified applicant, the position shall be reposted.

The SAHO Bargaining Committee is prepared to agree to the above revision on the mutual understanding that the Employer can not repost for a lesser classification and expect the job functions and duties of the classification with the original posting to be performed.

Agreed To: July 30, 2009

Article 24.03 Notice of Illness

Employees who may be absent from duty due to illness or injury, shall notify the immediate Supervisor or designate as soon as possible, prior to the commencement of the scheduled shift **indicating the expected duration of such illness.**

In accordance with Article 4.05 Return to Work and Duty to Accommodate provisions, the Employee shall inform the Supervisor of the anticipated date of return to work and any limitations or restrictions **as specified by their physician and/or medical practitioner.**

No employee shall be entitled to benefits for time previous to such notification unless the delay shall be shown to have been unavoidable. Employees will report to their Supervisor or designate upon resuming duties.

It is understood by the parties to this Collective Agreement that the longer an employee is absent from duty due to illness or injury, the more medical information the Employer is entitled to request under Article 4.05. This shall not restrict the Employer's right to request medical verification as per Article 24.06.

Agreed To: August 5, 2009

26.01 Disability Income Plan

c) **NEW 16.**

For the purposes of accessing benefits under the Disability Income Plan and/or to maintain other benefits, the Employer shall endeavour to forward the appropriate application forms to the employee (for Disability Income Plan benefits), upon the expiry of the employee's sick leave credits. Upon receipt of completed forms, the Employer shall ensure that such completed forms are submitted to SAHO. For the purposes of this Article, any information regarding the forms not being forwarded to the employee shall only be used to support the employee's appeal to obtain such benefit coverage.

Agreed To: August 6, 2009

ARTICLE 27 WORKING AFTER RETIREMENT OR BEYOND AGE SIXTY FIVE

Where an employee is considering working beyond the age of sixty-five (65) or returning to work after commencing retirement, the employee is advised to seek clarification regarding continued benefits and entitlements.

Further to such employee request, the Employer(s) shall provide to the employee any or all relevant information (which may be contact information for the appropriate organization) regarding their continued coverage and/or access to all Collective Agreement benefits or entitlements, including but not limited to WCB, Disability Income Plan, Group Life Insurance, Extended Health and Enhanced Dental Benefits, Core Dental and Pension Plan.

Agreed To: August 5, 2009

13.16 Weekends Off

Current Language

The SAHO Committee proposes to remain with current language and to apply the article on the following basis upon the new Collective Agreement coming into effect:

- Employees shall not be scheduled to work more than two (2) consecutive weekends
- Where an Employee works on the third (3rd) Saturday and/or Sunday or the designated weekend off, they shall be paid double time (2X) for the hours worked on the third (3rd) Saturday and/or Sunday or the designated weekend off. The double time (2X) shall be paid on the hours worked on the weekend that caused the third (3rd) consecutive weekend to be worked.
- Where an Employee is paid (e.g. sick) but does not work on one of the scheduled weekends, the Employee will still receive the double time (2X) payment for the hours worked on the weekend that caused the third (3rd) weekend to be worked. It is understood that the Employee must work the designated weekend off (the weekend that caused the third (3rd) weekend to be worked).
- Once the double time (2X) premium has been paid, the clock resets. In other words employees will not continue to be paid double time (2X) for fourth (4th) and subsequent weekends. However, in no event shall an Employee subsequently be required to work more than two (2) consecutive weekends without the payment of the premium.

Agreed To: August 12, 2009

13.05 Work Schedules

- c) Employees shall notify the Supervisor in writing in advance of trading a shift(s). The shift(s) so traded must be between qualified employees who have the ability to perform the work. Deviation from the posted work schedule, which results from employees trading shifts with other qualified employees, shall not be subject to the overtime provisions.

The parties agree to withdraw their proposals to revise Article 13.05 c) and to maintain current language. The SEIUWEST Bargaining Committee is prepared to accept the anomaly presented by SAHO and the RHA's in respect to maintaining Cypress RHA past practice (as per the attached LOU) as to timelines for the completion of shift trade(s) and the SAHO Bargaining Committee is prepared to maintain the MOA between SEIU and Saskatoon Convalescent Home (as per the attached LOU).

Agreed To: August 12, 2009

LETTER OF UNDERSTANDING

Regarding certain Cypress Regional Health Authority "Shift Trade Practices" being supplementary to the Collective Agreement.

BETWEEN: **SEIUWEST.ca**

AND: **CYPRESS REGIONAL HEALTH AUTHORITY**

The parties agree that this Letter of Understanding is intended to capture the practice in place with respect to scheduling shift trades in the Cypress Regional Health Authority at the time of the signing of this Letter of Understanding.

With the exception of the terms of this Letter of Understanding, Article 13.05 c) of the Collective Agreement shall apply to shift trades.

1. Shift trades must occur within the identified two (2) consecutive three (3) week periods or if employees are covered by extended shift agreements, shift trades must occur within the identified two (2) consecutive four (4) week periods. Shift trades can be arranged and confirmed by employees outside of the current identified (2) consecutive three (3) or four (4) week periods, for future identified two (2) consecutive three (3) or four (4) week periods with notification to the Supervisor.
2. The identified two (2) consecutive three (3) week periods shall begin with the period commencing December 14, 2008 to January 24, 2009 and shall continue in fixed six (6) week periods thereafter.
3. The identified two (2) consecutive four (4) week periods shall begin with the period commencing December 7, 2008 to January 31, 2009 and shall continue in fixed eight (8) week periods thereafter.
4. For the purposes of calculating one hundred and twelve (112) hours in a three (3) week period or one hundred and forty-nine point three six (149.36) hours in a four (4) week period, the shift so traded by an employee shall be included in the original three (3) or four (4) week period in which it was scheduled.
5. The Employer will post and make available to the Union copies of the fixed six (6) and eight (8) week trading periods on an annual basis.
6. Once shift trades are arranged and confirmed by employees, such arrangements shall not be altered or cancelled, except by mutual agreement between the employees.
7. This Letter of Understanding shall be in effect for the term of the Collective Agreement beginning April 1, 2008. Following the term of the aforementioned Collective Agreement either party to this Letter of Understanding may serve notice to revise or amend this LOU. Such notice shall be in writing and shall be provided in the same time period as the open period where notice to revise or amend the Collective Agreement is given.

Agreed To: August 12, 2009

Letter of Understanding

**RE: Continuance of Memorandum of Agreement between
Saskatoon Convalescent Home & SEIU Local 333**

The parties agree to follow the provisions of the Memorandum of Agreement as between Saskatoon Convalescent Home and SEIU Local 333 dated October 8, 1982, as per the attached MOA document and based upon the following agreed upon modifications.

Paid Holidays

The parties agree to recognize 'the day of the employee's birthday' as a Paid Holiday in addition to those Statutory Holidays prescribed in Article 14.01 of the SEIU/SAHO collective agreement. It shall be understood that all employees of the Saskatoon Convalescent Home shall continue to receive a day off with pay (at regular rate of pay) in lieu of the employees birthday or alternatively, any employee who is scheduled to work on the day of the employees birthday shall receive such day off with pay (at regular rate of pay).

Payment of Wages

It is agreed that all employees will continue to be paid actual earnings as per Article 17.02 of the SEIU/SAHO collective agreement.

Long Service Pay

There shall be no long service pay as per the Memorandum of Agreement.

Agreed To: September 3, 2009

7.10 Alternate Dispute Resolution

Failing satisfactory resolution of the grievance at the Third (3rd) Step, the Union and the Employer may agree to refer the grievance to Alternate Dispute Resolution, within fourteen (14) calendar days of receipt of the written decision.

Where such referral occurs, the parties shall meet within fourteen (14) calendar days of receipt of the notice referring a grievance to Alternate Dispute Resolution options to determine, by mutual agreement, what third party process is suitable for resolving the grievance.

At this meeting the parties may:

- a) Attempt to negotiate a resolution;**
- b) Where a negotiated settlement is not reached, determine what third party process shall be used to resolve the grievance:**
 - i) Mediation – including the selection of a Mediator; or**
 - ii) Expedited Arbitration – including the selection of an Expedited Arbitrator.**

Where the parties agree to an Alternate Dispute Resolution mechanism, the process will be established by mutual agreement.

If the parties are unable to mutually agree upon an Alternate Dispute Resolution Option within thirty (30) calendar days of such referral, the grievance may be referred to Arbitration in accordance with Article 8.01.

Failing satisfactory settlement of the grievance through an Alternate Dispute Resolution process, the grievance may be referred to Arbitration within fourteen (14) calendar days of receipt of the Alternate Dispute Resolution decision. This referral shall be done in accordance with Article 8.01.

*Intended to replace existing Article 7.09.
Renumber remaining articles accordingly.*

The SEIUWEST Bargaining Committee is prepared to withdraw the NEW LOU re: Alternate Dispute Resolution options.

Agreed To: September 3, 2009

Article 7.11 Referral to Arbitration

Failing satisfactory settlement of the grievance at the **Third (3rd) Step**, the matter may be referred, by either party, to Arbitration within fourteen (14) calendar days of receipt of the written decision. This referral shall be done in accordance with Article 8.01.

Intended to replace Article 7.10.

Renumber remaining Article accordingly.

Agreed To: September 3, 2009

**LETTER OF UNDERSTANDING
#3 RE: HOME CARE HOURS OF WORK**

Either the Union or ~~and~~ the Employer may initiate a review of Home Care Hours of Work as per Article 13.02, **once during each three (3) year period commencing October 1, 2009**. The following shall guide the process:

- Determine client hours for the preceding **twelve (12)** months.
- Review how the client hours are distributed in respect to time and location.
- Inventory current permanent positions and their guaranteed hours of work.
- Determine the amount of work available to be permanently allocated within the Regional Health Authority Home Care Agency.
- Determine appropriate geographic assignment considering services and resources and the commitment to consolidate work and create more full-time jobs.

The Employer shall, in consultation with the Union, based on the above review:

- Review and/or establish geographic locales and/or bases.
- Convert hours of work as determined above into permanent position(s).
- Make positions as large as possible.
- Wherever possible, consolidate work into shifts of eight (8) consecutive hours.
- In order to create full-time positions, the parties may agree to split shifts.

Additional guaranteed hours and new permanent positions created pursuant to this Letter of Understanding shall be filled giving preference to each Home Care employee within their geographic locale(s) on the basis of seniority.

Once a permanent position has been filled pursuant to this Letter of Understanding, subsequent vacancies shall be posted in accordance with Article 11.

The SEIUWEST Bargaining Committee is prepared to agree to the SAHO CP dated August 6, 2009 on the basis of our understanding that any reviews presently being conducted and/or that have not commenced to date, under the terms of the SEIU/SAHO CBA dated April 1, 2005 to March 31, 2008, will be conducted as per the previous LOU #3. This agreement will not disrupt or interfere with such reviews.