

SAHO/SGEU Agreed to Articles as of September 17, 2009

2.03 d) Other Than Full-time – Home Care (OTFT – Home Care) –Delete

2.03 f) Term Employee –Delete

2.10 Local Union

Shall mean the **Negotiating** Committee Representative **designate(s)** and/or the SGEU Staff Representative.

2.13 Red-Circle – Delete

2.16 Temporary Employee

Shall mean an Employee who is the successful applicant for a temporary posting and is from within the bargaining unit. The time limit may be extended by mutual agreement between the Union and the Employer.

2.21 Fiscal Year

Shall mean the twelve (12) month period commencing April 1st of the current year and ending March 31st of the following year.

2.22 Calendar Year

Shall mean the twelve (12) month period commencing January 1st and ending December 31st of each year.

2.xx Float Position

Shall mean a position for the purpose of providing coverage for approved absences of Employees. The position may or may not have a master rotation but will have scheduled hours within the posted and confirmed period in accordance with the letter of appointment.

4.03 Changes in Dues Deduction

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

4.04 SGEU Long Term Disability Premiums

The Employer shall facilitate the deduction of the SGEU Long Term Disability premiums as directed by the Union.

The Union shall notify the Employer **and SAHO payroll designate**, in writing, of the amount of Long Term Disability premiums to be deducted from the Employee's earnings not less than thirty (30) calendar days prior to the effective date of any changes to the Long Term Disability premiums.

5.01 No Discrimination

The Employer and the Union agree that, subject to bona fide occupational requirements and/or any exemption granted by the Saskatchewan Human Rights Commission, there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, color, national origin, political or religious affiliation, sex, marital status, sexual orientation, physical or mental disability, place of residence, or activity in the Union.

New ARTICLE 5 REGIONAL UNION/MANAGEMENT MEETING(S)

5.01 Purpose

The Union and the Employer agree to employ a co-operative approach to problem solving for the purpose of dealing with matters of mutual concern.

5.02 Scope

The parties shall deal with matters of mutual concern insofar as resolution of such matters will foster better relations between the Employer, Union and/or Employees of the bargaining unit. However, the parties shall not have jurisdiction to add to, subtract from, or amend any provision in this Collective Agreement at the Regional Union/Management meeting(s).

5.03 Representation

Representation at meeting(s) shall be comprised of up to six (6) representatives appointed by the Union and up to six (6) representatives appointed by the Employer.

5.04 Chairperson

The Chairperson shall alternate between a named representative of the Union and a named representative of the Employer.

5.05 Meetings

- a. Regular meetings shall be held two (2) times per year. It shall be the responsibility of the Chairperson to coordinate the meeting date. The meeting date shall be mutually agreed to by the parties.
- b. Special meetings to deal with urgent, time sensitive matters shall be held, where possible, within seven (7) calendar days of notification in writing by either party. Such meeting shall be chaired by the party requesting the meeting.
- c. The party chairing the meeting shall be responsible for recording and distributing the minutes of the meeting for review by the parties. The approved minutes will be signed off by both parties within thirty (30) days of the meeting.

5.06 Agenda

Detailed agenda items shall be forwarded to the party chairing the meeting at least ten (10) calendar days in advance of the meeting. The party chairing the meeting shall forward an official agenda to a representative of the other party seven (7) calendar days prior to the meeting.

Special meetings shall have detailed agenda item(s) forwarded at the time of the request for the meeting. Such special meetings shall only deal with the specific agenda item(s).

5.07 Expenses

Travel expenses shall be the responsibility of the party appointing that representative. Attendance at meetings shall be without loss of pay.

7.02 Accumulation of Seniority

An Employee shall accumulate seniority within the Health **Region** for:

- a) all actual hours worked excluding overtime;
- b) vacation (or vacation pay-out converted to hours);
- c) Statutory Holidays (or Statutory Holiday pay converted to hours);
- d) all leave of absences with pay;
- e) **union leave;**
- f) hours absent while receiving benefits under the Worker's Compensation Act;

- g) hours absent while receiving benefits under the SGEU Long Term Disability Income Plan or income replacement benefits under the Automobile Accident Insurance Act, for a maximum of three (3) years and one hundred and nineteen (119) calendar days at one time;
- h) hours worked in a temporary out-of-scope position with the Employer not to exceed twelve (12) months unless extended by mutual agreement between the Union and the Employer;
- i) **maternity/paternity/adoption leave;**
- j) a leave of absence without pay up to six (6) months at one time;
- k) **leave of absence for a full-time union position, public or professional office, or education leave;**
- l) **hours while on a graduated return to work program calculated at their pre-disability accrual rate;**
- m) **a duty to accommodate program at no less than their pre-disability accrual rate, through an annual seniority adjustment.**

OTFT part-time and OTFT casual/relief employees shall accrue seniority as follows:

- (i) **For those who have worked one (1) year or more:**

$$\frac{\text{Hours of seniority Accumulated in the Previous 52 weeks}}{52} = \text{Seniority Hours Per Week of Leave}$$

- (ii) **For Article 7.02 f), g), i) and l) those who have worked less than one (1) year:**

$$\frac{\text{Seniority Hours}}{\text{Number of weeks worked}} = \text{Seniority Hours Per Week of Leave}$$

- (iii) **For Article 7.02 j) and k) those who have worked for less than one (1) year:**

$$\frac{\text{Seniority Hours}}{52} = \text{Seniority Hours Per Week of Leave}$$

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

$$\text{24 hours standby} = \text{8 hours seniority}$$

At no time will any Employee accumulate **annual** seniority in excess of the standard full time hours (1948.8).

7.04 Loss of Seniority

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

- The Employee voluntarily terminates employment from all positions;
- The Employee fails to return to work immediately following the termination of leave of absence, or within fourteen (14) calendar days from notification by the Employer to return to work following a layoff, unless, in either case, the Employee can show justifiable reason for failure to report to work;
- The Employee is on layoff for a period in excess of three (3) years;
- The Employee is discharged for just cause and not reinstated;
- The Employee is appointed to an out-of-scope position and successfully completes the probation period;
- The Employee is OTFT – Casual/Relief and has not worked in the Health Region for a period of **one hundred eighty (180)** calendar days, except where the Employee is on an approved leave of absence.

7.05 Seniority List

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

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

A seniority list will be posted by mid-January of each year **showing the seniority hours up to and including the week in which December 31st falls.**

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

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

The appeal process on seniority challenges shall be with the Local Union. The Local Union shall notify the Employer of the outcome of seniority appeals. On presentation by a Local Union representative of proof of error, a correction shall be made immediately. In addition to posting, copies of the corrected seniority lists shall be sent to the Local Union Bargaining Committee Member and the SGEU Staff Representative.

8.01 Posting of Vacancies or New Positions

Vacancies or newly established positions shall be posted in all work locations in the Health Region, in areas accessible to all Employees, for at least ten (10) calendar days, unless the Employer and Union agree to a longer or shorter period. Copies of postings shall be forwarded to the Local Union Designate and the SGEU Staff Representative.

Job postings shall include:

- Job classification;
- Status (full-time/part-time, OTFT, temporary/permanent)
- Number of hours per defined length of rotation for OTFT part-time Employees;
- Required qualifications;
- Pay range;
- Health Region-wide/facility-wide work area; plus

For Home Care:

- Geographic locality; and
- Approximate number of available client hours.

The Employer agrees to be bound by the terms outlined above in filling a posted position. For informational purposes only, the following shall be included, although it is recognized that these conditions may be subject to change:

- Type of shifts (days, evenings, nights);
- Number of shifts per defined length of rotation for OTFT part-time Employees;
- Date of commencement of the position.

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

8.07 Appointment of Applicant

Following the determination of the successful applicant, the Local Union **Negotiating** Committee Member and the SGEU Staff Representative will be notified in writing, within five (5) calendar days, of all applicant's names, the seniority hours of all applicants, and the successful applicant's name. All applicants will also be advised of the results of the competition and the name of the successful applicant.

8.10 Temporary Vacancies

- a) When the Employer determines that a vacancy of a duration of three (3) months or longer exists, the vacancy shall be posted Health Region wide and filled in accordance with Articles 8.01 – Posting of Vacancies or New Positions, 8.02 – Bidding for Vacancies or New Positions and 8.03 – Filling of Vacancies or New Positions on the following basis:
 - i. First consideration shall be given to Employees from the workplace/agency where the temporary vacancy exists.
 - ii. If there are no qualified and able applicants from the workplace/agency, applicants from the Health Region shall be given consideration.
- b) Two (2) additional postings shall be required for the position of the Employee transferred as a result of the original posting. Subsequent vacancies shall be assigned according to Article 10.18 - Assignment of Relief Work.
- c) An Employee shall not be considered for another temporary position at the same status (e.g. part-time) until having served five (5) months in the current temporary position, or until it is concluded. **If there is an extension to the position, it shall be offered to the employee currently filling the position prior to the position being posted.** When the temporary work becomes redundant, the Employee shall be returned to her/his home position. If the Employee who created the original vacancy returns prematurely, the temporary Employee shall be returned to her/his home position and Article 10.05 h) - Work Schedules shall not apply to any subsequent Employee(s) affected by the change(s).
- d) No temporary position shall exceed three (3) years and one hundred and nineteen (119) calendar days. The Employer agrees to review with the Union all temporary positions that exceed one (1) year in duration, on a semi-annual basis, to determine whether the position should be posted as a permanent position.
- e) This provision shall not preclude an Employee from simultaneously filling **more than one (1) temporary vacancy** where there are no scheduling conflicts or no other violations of the Collective Agreement.
- f) Should a temporary vacancy become a permanent position, it shall be posted and filled in accordance with Articles 8.01 – Posting of Vacancies or New Positions, 8.02 – Bidding for Vacancies or New Positions and 8.03 – Filling of Vacancies or New Positions.

- g) If, as a result of a posted temporary vacancy, an individual is hired from outside the bargaining unit, they shall be **hired for the specific period of the vacancy**. At the end of the period, they shall be considered terminated from employment unless mutually agreed otherwise between the Employer and the Union.

8.16 Trial Period

- a) **It is understood that any Employee exercising her/his rights under this Article shall be deemed not to have resigned from the Health Region.**
- b) Employees who **obtain a new position through a reclassification, transfer, promotion or demotion** shall be considered **in a trial period in her/his** new position for the first three hundred and twenty (320) hours worked following the date the Employee commences work in the new position. During the trial period Employees will be advised of shortcomings in order to allow for deficiencies to be corrected.
- c) By mutual agreement **between** the parties, an extension may be granted for up to three hundred and twenty (320) hours worked. It is agreed that the circumstances warranting the extension, the improvements expected by the Employer and the duration of the extension, must be communicated to the Employee prior to the expiration of the original trial period.
- d) During the trial period, the Employee shall return to her/his **home** position or OTFT casual/relief if the Employee is deemed unsuitable for the position or at the Employees written request. The Employee will be returned to **her/his home** position formerly held, without loss of seniority and incremental benefits. Article 10.05 **h**) - Work Schedules shall not apply.
- e) If an Employee returns to her/his **home position or OTFT casual/relief status** within thirty (30) calendar days of the commencement date **or prior to commencing in the position**, the vacated position shall be offered to other qualified applicants from the original posting. If there are no other qualified applicants, the position will be re-posted.
- f) Other Employees affected by the rearrangement of positions shall also be returned to **her/his home** position without loss of seniority and incremental benefits. Article 10.05 **h**) - Work Schedules shall not apply.

Union's note: Reference to 10.05 h) may need to reference new proposed 10.05

10.01 Standard Hours of Work (Parties agree to the following language, with the exception of the Union's monetary proposal)

a) Full-time Employees

Standard hours of work for full-time Employees shall be one hundred and twelve (112) hours in a three (3) week period divided into shifts of eight (8) consecutive hours (exclusive of a specified unpaid meal period), **unless covered by an extended shift agreement.**

All hours worked in excess of eight (8) hours per day or one hundred and twelve (112) hours in a three (3) week period shall be defined as overtime and paid at overtime rates.

The three (3) week period shall mean that period designated by management between midnight on Saturday and midnight on the following third Saturday. The three (3) week period shall be calculated from midnight on April 6, 2008.

Employees shall be scheduled for seven (7) regularly scheduled days off during each three (3) week period. The seventh day of rest, **known as Additional Day of Rest (ADR)**, may be scheduled in the following three (3) week period in conjunction with the Employee's regularly scheduled days off or scheduled Statutory Holiday off or on a day which is mutually agreed upon.

b) OTFT Employees

Standard hours of work for OTFT Employees shall be a maximum of one hundred and twelve (112) hours in a three (3) week period consisting of no more than eight (8) hours per day (exclusive of a specified unpaid meal period), **unless covered by an extended shift agreement.**

All hours worked in excess of eight (8) hours per day or one hundred and twelve (112) hours in a three (3) week period shall be classed as overtime and paid at overtime rates. Employees shall not work a combination of shifts totaling more than forty-eight (48) hours on consecutive days and shall not work more than a block of six (6) consecutive days without receiving days off. During each three (3) week period, OTFT Employees shall receive a minimum of six (6) days off.

c) **Home Care Hours of Work**

The parties recognize the uniqueness of the Home Care Program and recognize the need for guaranteed hours of work. Unless stated otherwise, all articles of this Collective Agreement will apply.

Notwithstanding Article 10.01 b), in order to maximize hours **for OTFT Employees who work in Home Care, they** may be required to work irregular hours within the following restrictions:

- an Employee **may** work **up to** twelve (12) hours per day;
- an Employee's hours of work shall be confined to a twelve (12) hour period beginning with the first hour worked;

Assignment of Home Care Client Hours:

- i) The parties agree that the assignment of Home Care client hours shall be governed by;
 - consistency in the provision of client care; **and**
 - timeliness of response to client needs, including length of Employee commute; and
 - seniority.

- ii) Geographic localities shall be established and changed as necessary by the Employer, and communicated to the Union. Where changes are deemed necessary, the Union will be provided with a minimum of 6 months' notice. All existing and new Employees shall be designated in a specific geographic locality.

An Employee may elect to work in other geographic localities within the Health Region, in which case time and travel to the first client and from the last client shall be without compensation.

- iii) **There shall be a pre-defined start and end time for each shift stated on the schedule.**
- iv) **Changes to the start or end time may occur by mutual agreement between the Employee and Employer or when offering additional client hours as per Article 10.01 c) i).**

- d) Field Employees

Notwithstanding Article 10.01 a) – Standard Hours of Work, Full-time Employees, any Employee designated by agreement between the parties as a field Employee shall have unregulated hours of work provided that they not exceed two hundred and twenty four (224) hours in a six (6) week period.

Effective sixty (60) days following the signing of the Collective Agreement the Employer shall forward a list, in writing, of current Field positions to the Union.

e) Dental Assistants and Dental Aides

With the approval of the Employer and the Union, Employees may work up to two hundred and forty (240) hours in a six (6) week period and bank up to sixteen (16) hours at straight time. All accumulated bank time must be taken prior to August 31 of each year at a time mutually agreeable to the Employee and the Employer. In the event the Employee is unable to take the time off due to management directives, the time will be paid out at one and one-half (1.5x) times regular rates of pay.

For Field **Employees** and Dental Assistants and Dental Aides, the following provisions will apply:

- Any hours worked in addition to the above hours shall be overtime and paid out at the applicable rates.
- In addition to the regular rates of pay, a shift premium of **one dollar and fifty cents (\$1.50)** per hour for all work hours required to be performed between 1800 and 0700.
- **Such Employees** normally will be granted two (2) consecutive days off per week and where work permits these normally will be Saturday **and** Sunday.

f) Emergency Medical Services Employees

Hours of Work

Notwithstanding other provisions of this Collective Agreement and consistent with *The Ambulance Act*, the standard hours of work for full time Employees shall consist of scheduled shifts so as to ensure a forty-two (42) hour work week averaged over a period of sixteen (16) weeks and two thousand, one hundred and eighty-four (2184) hours annually. Hours of work do not include periods when the Employee is assigned standby as per Article 10.11 – **Standby**. Employees shall have their seniority capped at one thousand nine hundred and forty-eight point eight (1948.8) hours annually.

10.02 Work-Related Duties for Employees That Work in Home Care

All time spent by **Employees** performing authorized work-related duties including, but not limited to, charting, maintaining supplies, communicating client information, shall be considered as time worked.

10.05 Work Schedules (Union proposes OT rates to common table)

a) Master Rotations

- i) The Employer shall establish master rotations for regularly scheduled Employees.**
- ii) Full-time and OTFT Part-time Employees guaranteed hours as per their letter of appointment shall be reflected on the master rotation. Float positions may or may not have a master rotation.**

b) Provisional Work Schedules

- i) Provisional work schedules shall be posted twenty-eight (28) calendar days in advance of the day being worked, in a place accessible to the Employees. Work schedules shall be confirmed and posted no less than two (2) calendar weeks in advance of the actual week being worked.**
- ii) Employees scheduled for shift rotation shall have shifts rotated as equally as possible relative to other Employees in the work area. At the request of the Employees in the work area and where the preference of the Employees is such, the objective shall be for Employees to rotate only between two (2) shifts.**
- iii) Full-time and OTFT Part-time Employees shall not be required to work more than six (6) consecutive days without receiving days off, unless work schedules, which are acceptable to the majority of Employees affected by the schedule and the Local Union, have been agreed upon.**
- iv) Full-time and OTFT Part-time Employees shall receive no less than two (2) consecutive days off, unless single days off are arranged by mutual agreement between the Employer and the Local Union affected.**
- v) Insofar as possible, within established staffing patterns, Employees shall be scheduled for weekends off on an equitable basis. Employees shall not be required to work more than two (2) consecutive weekends.**
- vi) A rest period of at least eleven (11) hours shall be provided between shifts. Failure to do so, shall result in payment of overtime at established rates for**

any hours worked during such rest period, except as mutually agreed between the Employer and the Local Union.

- vii) Split shifts will only be implemented with prior mutual agreement between the Employer and the Local Union.
- viii) When an Employee is required to change her/his shift from the posted and confirmed schedule, as a result of an Employer directive, the Employee shall be paid overtime at the rate of double (2X) the regular rate for all shift(s) so changed. It is agreed, however, that in emergency circumstances which could not have been foreseen by the Employer, the Employee shall be paid double (2X) the regular rate only for the first four (4) shifts so changed. This provision shall not be applicable to Home Care.
- ix) If relief Employee shift(s) are canceled or changed without forty-eight (48) hours' notice the Employee shall be paid her/his regular earnings for any shift(s) canceled or changed during the forty-eight (48) hour period.

10.07 Minimum Report Pay (Parties agree to the following language, with the exception of the Union's proposal on minimum report time)

- a) An Employee reporting for work on a scheduled shift shall be paid no less than three (3) hours at the regular rate of pay.
- b) **Employees working in Home Care**

Employees working in Home Care shall be paid no less than three (3) hours at the regular rate of pay for each occasion the Employee reports to work. An Employee who arrives at a client's residence for work and who is unable to perform such work due to client absence or refusal, shall receive pay as if they had worked, and will, where possible, contact the Home Care Office immediately for assignment to other duties.

10.10 Third Weekend Premium

- a) Employees required to work three (3) consecutive weekends shall be paid **a third weekend premium** at applicable overtime rates for all hours worked on the weekend which was added to their regular schedule and caused the three (3) consecutive weekends to be worked.
- b) **This premium** shall not be applicable where an OTFT Employee waives the third weekend premium, in writing using an Application for Relief Work Form.

10.11 Standby - (Parties agree to the following language, with the exception of the Union's monetary proposal)

a) Standby Defined

Standby shall be defined as the period during which an Employee is not on regular duty, but has been assigned by the Employer to be on Standby and must be available to respond to a request to report to duty without undue delay. The duration of a Standby period shall result in a minimum payment of eight (8) hours.

b) Standby Premium

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

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

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

c) Alternate Arrangement for Standby

Provided the Employer in advance agrees, Employees on standby may make mutual arrangements with other qualified Employees to replace them, and must advise the Employer of such change.

d) EMS Services - Standby and Reporting to Work

- i. **Employees called in from standby shall receive their regular rate of pay, with a minimum of two (2) hours pay.** Overtime shall apply for hours in excess of the normal full-time daily hours or hours in the applicable averaging period.
- ii. Hourly standby premium shall cease, subject to a minimum payment of eight (8) hours of standby, for the period of time the Employee is called in/back to work.
- iii. OTFT EMS Employees shall be paid four dollars and twelve cents (\$4.12) for each hour on Standby with a minimum payment of eight (8) hours each day on Standby.

Note: Employees that are EMS personnel and work in another position in the Health Region shall be paid standby only when they are scheduled for EMS duties and not performing the duties of the other position.

10.14 Performing Work at Home

An Employee who is required to perform work resulting from a phone call from the workplace, but does not involve a return to **the workplace**, shall be paid at regular rates of pay for each hour or portion thereof worked, for a minimum of one-half (1/2) hour.

This provision does not apply for phone calls occurring within two (2) hours of the start of a minimum call back in accordance with Article 10.13 – Rate of Pay for Call Back.

10.15 Overtime Rates of Pay (Union proposes Overtime rates be referred to common table)

For the purposes of overtime, a day shall be defined as the twenty-four (24) hour period calculated from the time the Employee commences the scheduled or assigned shift.

- a) All hours worked in excess of the standard hours of work as stated in Article 10.01 - Standard Hours of Work shall be defined as overtime and paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the first four (4) consecutive hours and double (2X) the regular rate of pay for hours worked in excess of four (4) consecutive hours in that day.
- b) Overtime shall be offered to Employees within the Department in the same classification on the basis of seniority.

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

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

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

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

- Medical Care Leave
- Family Leave

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

In the event overtime is concurrent or coincident with shifts being worked to a maximum of three (3) hours, it shall be offered to the senior Employee already on shift, subject to operational considerations and patient/resident/client care situations.

- c) Where an Employee works overtime between 2400 and 0700 hours and where such overtime is continuous with her/his regular shift the Employee shall be paid at double (2X) the regular rate for all hours so worked. If the evening shift ends before midnight and the Employee is required to work overtime continuous with the evening shift, and the overtime ends after midnight, the entire overtime period shall be paid at double (2X) the regular rate.
- d) An Employee required to work on a scheduled day off shall be paid at double (2X) the regular rate of pay.
- e) An Employee required to work in excess of the standard daily hours of work on the day of a Statutory Holiday, shall be paid at double (2X) the regular rate of pay.

11.10 Shortage of Wages

Upon notification, a shortage in pay resulting from the incorrect payment of wages shall be rectified as soon as possible.

12.06 Critical Incident Stress Debriefing

Critical incident stress debriefing session(s) shall be made available to affected Employees following a report of a critical incident(s). Such session(s) shall be made available to affected Employees without loss of pay or deduction from their sick leave credits.

13.02 Accessing and Portability of Benefits

- a) **Employees who terminate from a Regional Health Authority where Employees are covered by the SAHO/SGEU Collective Agreement and are reemployed within one hundred twenty (120) calendar days in another Regional Health Authority where the Employees are covered by the SAHO/SGEU Collective Agreement shall transfer:**
 - i) **seniority;**

- ii) unused sick leave credits earned in the previous twenty-four (24) month period;
 - iii) most recent vacation accrual rate;
 - iv) Pension, Group Life, Dental (core), Extended Health Benefits and Enhanced Dental in accordance with the terms of the plans.
- b) Employees who are employed with more than one (1) Regional Health Authority, where the Employees are covered by the SAHO/SGEU Collective Agreement, shall not be eligible to transfer items as specified in Article 13.02 a) until such time as they terminate with one (1) or more of the Employers. 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 13.02. In the event the Employee remains employed with 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.
- c) Employees who work in more than one (1) Regional Health Authority, where the Employees are covered by the SAHO/SGEU Collective Agreement, shall access benefit plans as listed in a) – iv) above as if employed at a single Regional Health Authority.

14.02 Definition of Vacation Year

The vacation year shall be the fiscal year commencing April 1 of each calendar year and ending on March 31 of the following calendar year. Vacation credits shall be earned during the current vacation year to be taken the following vacation year.

14.03 Access to Vacation Credits

An Employee shall have access to **her/his** vacation credits as earned. Seniority rights for access to vacation credits may be lost where such vacation would interfere with the rights of others (**i.e. Employees accessing vacation under Article 14.02 would be given first preference**) or normal operation of the facility.

Current 14.11 to be 14.03 as above, renumber the remainder of the article.

14.05 Carry-over of Unused Annual Vacation Leave

- a) All Employees shall be entitled to carry over up to forty (40) hours of vacation credits without a request.

- b) **For Employees who have been off work due to certified illness for an extended period of time, the Employee will carry-over his/her vacation credits. Should the Employee be off work for three (3) years and one hundred and nineteen (119) calendar days, vacation credits in excess of one hundred and twenty (120) hours shall be paid out if the vacation payout does not affect the benefit from the third party insurer. The Local Union will be notified before vacation credits are paid out.**

14.06 Vacation Period/Posting/Scheduling

- a) **Where vacation bank balances are not printed on earning statements,** projected accumulated vacation credits for all Employees shall be posted during the month of February of each year and will be subject to verification in accordance with vacation credit entitlement determined on the vacation cut-off date of March 31st of each year.
- b) Employees will indicate their choices of dates for the vacation year by April 1st of each year.
- c) Vacation schedules shall be posted by April 30th of each year. Once posted, these dates may be changed with mutual consent of the Employee and the Employer, except in extenuating circumstances. It is understood that credit entitlement is subject to verification after the accrual year ending March 31st.
- d) If an Employee has still not scheduled unexpended vacation credits by January 15th, the Employer will meet with the Employee in order to determine the dates for vacation to be utilized. Any vacation credits not carried over as per Article 14.05 a) and b) – Carry-over of Unused Annual Vacation Leave must be used by March 31st of each year.
- e) Annual vacation time shall be regulated on a mutually agreed basis. In the case of disagreement, seniority shall govern within the work area. However, Employees who do not request vacation time before April 1st of each year shall forfeit their right to use seniority. Disputes after this date shall be governed on a first-come, first-served basis.
- f) An Employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed upon between the Employee and the Employer.

14.08 Leave During Vacation

Where, in respect to any period of vacation, an Employee is:

- a) granted bereavement leave; or
- b) granted sick leave as a result of hospitalization, **upon receipt of written verification**; or
- c) granted sick leave for an illness which would confine the Employee for a duration of more than three (3) scheduled days, as verified by a medical doctor, **Registered Nurse (Nurse Practitioner)**; or
- d) granted sick leave immediately prior to commencing her/his scheduled vacation and such illness continues into the period of scheduled vacation, as verified by a medical doctor, **Registered Nurse (Nurse Practitioner)**; or
- e) granted union leave;

the period of vacation so displaced shall either be added to the vacation period if requested by the Employee and approved by the Employer, or reinstated for use later.

15.01 Statutory Holidays

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

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

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

16.04 Deduction From Sick Leave Credits

- a) No change.
- b) OTFT Employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period, access to accrued sick leave

credits will be based on the average number of paid hours in the **fifty-two (52) weeks** preceding the illness or their letter of appointment, whichever is greater.

16.08 Graduated Return to Work

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

The procedure for assessment of the capacity of an Employee to perform the duties of her/his job or modified work must be made in such a way as to protect the confidentiality of the Employee's medical information, which shall be limited to:

- i) A prognosis for recovery, with or without limitations;**
- ii) A medical opinion as to the Employee's fitness to return to work;**
- iii) A medical opinion as to the Employee's fitness to perform the specific duties of her/his current job or if an accommodation may need to be considered;**
- iv) How long any limitations may last.**

16.09 Duty to Accommodate

a) General

Accommodation of Employees within the workplace is a shared responsibility between the Employer, the Union and the Employee.

It shall be the responsibility of the Employee to notify the Employer that she/he requires an accommodation to return to or remain in the workplace.

The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to Employees who are temporarily or permanently unable to perform their regular duties as a consequence of an occupational or non-occupational disability.

In consideration of accommodating an Employee the following shall apply in the order listed below:

- i) Determine if the Employee can perform her/his existing job as it is;**

- ii) If the Employee cannot, then determine if the Employee can perform her/his existing job in a modified form;
- iii) If the Employee cannot, then determine if she/he can perform another job in its existing form;
- iv) If the Employee cannot, then determine if she/he can perform another job in a modified form;
- v) If there are no positions within the bargaining unit that are available, consideration shall be given by the parties to pursue jobs outside of the bargaining unit.

Note: All options shall be considered when accommodating Employees.

In such circumstances, the Employer and the Local Union may agree to waive certain provisions in this Agreement.

b) Medical Information

It will be the responsibility of the Employee returning to work to provide the Employer with medical evidence of the limitations associated with the disability.

The procedure to determine that an Employee is fit to perform the duties of her/his job or modified work must be made in such a way as to protect the confidentiality of the Employee's medical information, which shall be limited to:

- i) a prognosis for recovery, with or without limitation;
- ii) a clear opinion as to the Employer's fitness to return to work;
- iii) an opinion as to the Employee's fitness to perform the specific duties of her or his current job or the accommodation being considered;
- iv) how long any limitations may last.

17.06 Union Leave

- a) Insofar as the regular operation permits, Employees designated by the Union shall be granted definite leave of absence without pay for Union business. The Employee shall provide seven (7) calendar days notice of leave. The time limits for notice of such leave may be reduced by mutual agreement
- b) In extenuating circumstances, the chairperson of the Bargaining Unit or her/his designate may be granted definite leave of absence without pay for Union business provided twenty-four (24) hours' notice is given.

Verbal request is acceptable in unusual circumstances, and will be followed up with a written request.

- c) The Employer agrees to continue to pay normal salary and benefits to Employees on a definite leave of absence of one (1) month or less to attend Union business as referred to in a) above.
- d) The Employer shall charge the Union for reimbursement of the cost. Such costs shall include:
 - actual wages;
 - Employer's share of Canada Pension Plan premiums;
 - Employer's share of Employment Insurance Premiums;
 - Employer's share of SHEPP, Public Service Superannuation Plan, or Public Employees' Pension Plan contributions;
 - Employer's share of Group Life Insurance premiums;
 - Workers' Compensation premiums;
 - Employer's share of Core Dental Plan;
 - Employer's share of Extended Health and Enhanced Dental Plan.
- e) On definite leaves of absence of more than one (1) month, the Employer agrees to pay normal salary and benefits to the Employee, and will charge the Union, in addition to those costs set forth in Article 17.06 d), **the applicable** amount for the following benefits:
 - annual vacation;
 - sick leave;
 - statutory holidays.

17.08 Jury or Court Witness Leave

Upon proof, an Employee subpoenaed to appear as a **court** witness, **in a case other than the employee's own**, or **summoned** for jury selection or to act as a juror shall be granted leave to do so. Prior to the leave an Employee shall choose one of the following options:

- a) Leave without pay and retain fee if any.
- b) Use approved vacation leave if any, accumulated overtime credits, ADR or Time in Lieu to cover the period and retain the fee if any.
- c) Take approved jury leave **or court witness leave** with pay (**excluding overtime and premium pays**) and assign any pay received **from the court or other source(s)** to the Health Region.

17.10 Compassionate Care Leave

An Employee with a family member in the end-stage of life, shall be entitled to leave of absence without pay for a period up to six (6) months.

17.12 Mourner’s Leave

Upon request, an Employee shall be granted up to one (1) working day definite leave of absence without pay to attend the funeral of a friend or relative not included in Article **17.11** – Bereavement Leave.

18.02 Reimbursement for Reasonable Expenses

The Employer shall reimburse Employees for reasonable expenses incurred by them on authorized Employer business. The Employees on the basis of Employer policy direction shall supply receipts for expenditures.

a) Accommodation:

Where an Employee is on authorized Employer business beyond their designated headquarters, town or city limits, the Employee shall be allowed reasonable expenses on the following basis:

Hotel - Employer approved hotel accommodation supported by receipts.

An amount of **twenty-five** dollars (**\$25.00**) per night will be paid to an Employee who elects to stay in a private residence.

b) Meals:

An Employee required to travel more than twenty (20) kilometers beyond her/his designated headquarters, town or city limits will be paid on the following basis:

Actual charges supported by receipts up to the following maximum amounts.

Breakfast	\$ 8.00
Dinner	\$14.00
Supper	\$19.00

Note – The above rates include GST and meal gratuities.

A flat rate of \$7.00 will be paid where no receipt is provided.

18.10 Updating Personal Information - Move to 11.04

19.01 Northern District Allowance

In addition to other pay and allowances provided by the Collective Agreement, Employees shall be paid Northern District Allowance biweekly in accordance with the following table:

- **Location 1** – *La Loche, Turnor Lake, Ile a la Crosse, Patuanak, Michel Village, Sandy Bay, Pinehouse Lake, Buffalo Narrows*
- **Location 2** - *Cumberland House, Beauval, Jans Bay, Cole Bay, Dore Lake, Sled Lake, Weyakwin, Creighton, Green Lake, Denare Beach*
- **Location 3** - *La Ronge*

Location	October 14, 2007	October 12, 2008
1	\$192.50	\$201.00
2	\$119.50	\$125.00
3	\$80.00	\$83.50

The allowance shall be prorated for **OTFT Employees**. **The prorated calculation will be in direct relation to the Employee’s paid hours (excluding overtime) as compared with full-time annual hours of work.**

19.03 Special Northern Leave

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

- Full-time Employees who complete one (1) year of service, shall be entitled to forty (40) hours of Special Northern Leave **with pay**.
- OTFT Employees who complete one (1) year of service, shall be prorated based on the hours **paid (excluding overtime)**.

19.04 Northern Health Maintenance

- a) Health transportation shall be provided to Employees to the nearest center where the required service is available. The number of paid trips per fiscal year to a maximum of four (4), for full-time Employees. OTFT Employees shall be pro-rated based on the previous year’s hours of work. The calculation will be a pro-ration on each trip to a maximum of four (4) trips per fiscal year.

In the first year of employment for OTFT the Employee shall earn Northern Health Maintenance as follows:

For 487.2 hours paid excluding overtime, the employee shall be entitled to 25% of the cost of the round trip;

For 974.4 hours paid excluding overtime, the employee shall be entitled to 50% of the cost of the round trip;
For 1461.6 hours paid excluding overtime, the employee shall be entitled to 75% of the cost of the round trip;
For 1948.8 hours paid excluding overtime, the employee shall be entitled to 100% of the cost of the round trip.

The annual calculation for subsequent years for OTFT Part-time and OTFT casual/relief shall be as follows:

$$\frac{\text{Number of hours paid (all hrs excluding overtime)}}{1948.8} \times 100 = \text{Percentage per trip}$$

- e) When two (2) or more Employees are given time off for medical travel, and they are traveling together, only single trip benefits will be paid.

Where an Employee arranges to use a CVA or rides in a private vehicle for which the Health Region is paying, no medical transportation allowance will be paid. **An Employee that uses the services of the Health Region medical taxi will not be reimbursed for their medical transportation.**

- f) Transportation shall be paid to an Employee for a spouse, or their children (eighteen (18) years of age or under), including adopted children as well as wholly dependent children over eighteen (18) years of age (eg. disabled):
- i. if it is necessary for the family member who obtains treatment to be escorted by the Employee during the period of travel;
 - ii. no suitable arrangements for the care of the dependents can be made and the Employee must therefore accompany the person obtaining treatment.
- g) **Northern Health Maintenance may be paid where an Employee is working on the date of an appointment, and has made alternate transportation arrangements for a dependent child or a spouse that requires someone to accompany them for medical treatment. No Employee shall access more than four (4) trips per year.**

NEW Camp Differential

A camp differential of eight (8) hours time in lieu shall be credited, in addition to normal wages [eight (8) hours] for each day of the week or portion of a day of the week, that an Employee is required to attend a twenty-four (24) hour camp or to accompany clients/patients/residents on a recreational outing if on a

twenty-four (24) hour basis. The time in lieu is to be scheduled within six (6) months of it being earned, or by March 31st of the year, whichever is earlier. Employees are not entitled to request the time in lieu as a payout.

For the duration of a camp assignment, an Employee is not entitled to overtime. Employees who, while at camp or accompanying clients/patients/residents on a twenty-four (24) hour basis, work through their scheduled days of rest will be granted equivalent time off with pay.

24.01 Definition of Layoff

A layoff shall be defined as:

- a) the elimination or abolition of a Full-time or OTFT Part-time position(s);
or
- b) a reduction in hours of a full-time Employee's position; or
- c) a reduction in hours of an OTFT Part-time Employees position as per her/his Letter of Appointment.

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

25.02 Retirement Date - Delete

27.01 Workers' Compensation Benefits

When an Employee is absent as a result of an accident or illness in connection with the Employee's employment and benefits are being paid by Workers' Compensation Board (WCB), the difference between the Employee's regular net pay and the Workers' Compensation payment will be paid by the Employer for a period not to exceed one (1) year and shall not reduce the Employee's accumulated sick leave credits. In no event will the amount paid to the Employee be less than the amount the Employer receives from the Workers' Compensation Board.

The following procedure shall be used to implement the foregoing:

- a) When an Employee has applied for Workers' Compensation benefits, the Employer will continue to pay the Employee her/his regular net pay for a period not to exceed one (1) year.
- b) The hours paid for OTFT part-time and OTFT casual/relief Employees receiving Workers' Compensation benefits shall include all paid hours (e.g. regularly scheduled hours, additional casual/relief hours, vacation hours, sick hours, Statutory Holiday hours and paid leaves of absence)

excluding overtime and other premium payments, and shall be based on the previous fifty-two (52) week period. The weekly average shall be based on the fifty-two (52) week period ending on the Saturday **of the pay period prior to the date of the claim.**

- c) The Workers' Compensation cheque will be made payable to the Employer.
- d) Should the Employee's claim be disallowed by Workers' Compensation, then any money so paid will be either charged against sick time, or if the Employee has no sick time, the amount so paid will be recovered from the Employee and the Employee may apply for benefits from the SGEU Long Term Disability Plan. **If the Employee's claim is disallowed, the Employer, Employee and Union shall meet to determine a repayment plan. The repayment shall be completed in a reasonable period of time.**
- e) At year end, the Employee's gross earnings will be adjusted by the amount paid by the Workers' Compensation Board. The Employment Insurance and Canada Pension Plan deductions will be recalculated based on the adjusted gross pay and the difference is to be refunded to the Employee by the Employer.
- f) Employees absent as a result of a compensable accident or illness under this Article shall not be paid for Statutory Holidays but for the first year shall accumulate sick leave credits and vacation credits. However, vacation credits accruing during receipt of WCB benefits may only be accessed once such Employee has returned to regular employment outside the auspices of a graduated return to work program sponsored by the WCB.

Employees shall accumulate seniority for the entire period of a WCB claim.

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

27.02 Tuberculosis Compensation

a) Compensation Payable

People seeking employment will be categorized as follows:

- i) Persons showing no signs of previous tuberculosis infection, as confirmed by negative tuberculin tests.**

- ii) Persons showing no clinical evidence of disease, but with positive tuberculin and negative chest x-ray findings.
- iii) Persons showing evidence of inactive tuberculosis and who have never required treatment for the disease.
- iv) Persons showing evidence of arrested tuberculosis.
- v) Persons showing clinical signs of active tuberculosis (These will not be employed).

Persons falling in categories i.), ii.) and iii.) will be eligible for compensation if they meet the conditions of the clause following:

An Employee who is diagnosed with Tuberculosis as a result of employment with the Regional Health Authority shall be paid ninety (90%) of the salary the Employee was receiving at the time they were declared unfit for duty. When an Employee is declared by a qualified Tuberculosis specialist to be fit for light or part-time work, they will remain on full compensation, unless light or part-time work can be assigned.

b) Compensation Testing

- i) An Employee who requires testing away from home shall be compensated for all lost time and expenses including travel costs as per Article 18.01 – Transportation Allowance.
- ii) An Employee who has been requested by the Employer to be absent from their place of work pending investigation of the clinical signs of Tuberculosis shall receive full compensation in accordance with Article 27.01 a) Workers Compensation Benefits during the period between the date that the Employee is first absent and the date that a conclusive diagnosis is made. The amount payable under this section may be increased to one hundred (100%) percent of pay by charging the additional amount to the Employee's accumulated sick leave, if any.

c) Compensation on Termination

An Employee whose services have been terminated for any cause and who within three (3) months of separation is diagnosed by a physician as having tuberculosis, shall be entitled to the above compensation and the salary rate shall be based on the salary she/he was receiving at the time her/his services were terminated.

The benefits of this provision may be extended for an additional three (3) months, provided that the former Employee concerned submits a x-ray report within three (3) months after the termination of employment.

d) Duration of Compensation

Such compensation shall be paid until the Employee is declared fit for work by a physician on staff with the Saskatchewan Anti-Tuberculosis Team.

e) Compensation Not Payable

i) Those new Employees showing evidence of arrested tuberculosis (category iv) will not be eligible for compensation.

ii) Those new Employees showing evidence of inactive tuberculosis who have never required treatment for the disease (category iii) will not be eligible for compensation, if active tuberculosis is discovered within the first twelve (12) months of their employment.

iii) No compensation will be paid to any Employee who is found within the first three (3) months of employment to have tuberculosis, except persons showing no signs of previous tuberculosis infection as confirmed by negative tuberculin tests.

iv) Compensation under this Article will not be paid to an Employee:

- who on commencing employment or termination of employment, refuses to take a tuberculin test and/or x-ray;**
- who has a negative tuberculin test and refuses to take a tuberculin test every three (3) years during the term of her/his employment;**
- who has a positive tuberculin test and refuses to take a chest x-ray every two (2) years during the term of her/his employment**
- who refuses to conform to the treatment plan prescribed by a qualified Tuberculosis specialist or designated General Practitioner;**
- who fails to provide a written report or certificate from the Saskatchewan Anti-Tuberculosis Team every three (3) months.**

f) Sick Leave

An Employee absent from duty due to the contacting of Tuberculosis under circumstances above, shall not have such absence charged against sick leave allowed under Article 16 – Sick Leave, except as provided under Article 27.02 – Tuberculosis Compensation -b) – Compensation Testing.