

**Offer to Settle all Outstanding Issues
Presented to SGEU by SAHO**

September 22, 2009

Errors and omissions excepted.

This package is subject to agreement on all items contained herein. Should agreement not be achieved on all outstanding articles, SAHO reserves the right to revert to its last official position on each article. Previously agreed provisions remain resolved and agreed.

1. Wages

April 1, 2008 – 2.75%

April 1, 2009 – 2%

April 1, 2010 – 2.25%

April 1, 2011 – 2.25%

Term ending March 31st, 2012

Wage increases are applied to the base rate of pay.

Retroactivity

All employees on staff as of date of signing of the Collective Agreement, shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to this Collective Agreement.

Except as otherwise provided in this Collective Agreement, all Articles take effect on the date of signing of the Collective Agreement.

2. Market Adjustment

	Base rate	Market Adjusted Rate
Combined Lab and X-ray Techs	\$26.92	\$30.15
Lab Assistants	\$19.29	\$20.12
Medical Radiation Technologists	\$31.69	\$32.19

3. Job Evaluation Proposals

SAHO proposes the Maintenance Committee expedite (completed during bargaining) the evaluation of the LPN classification changes. It is anticipated the review will place LPN's at Pay Band 15.

In exchange for resolution and acceptance to the following job evaluation issues and documents as attached, mitigation of the overpayment issue, up to the full amount owed, will be considered.

As a result of such resolution and acceptance, there may be additional consequential changes that are required. As a minimum, Article d. and Article e. as found within the following LOUs will require changing: CUPE - LOU #18; SGEU – LOU #12; SEIU – LOU #22;

Letter of Understanding
Between
CUPE, SEIU, SGEU
And
SAHO

Re: Joint Job Evaluation Maintenance Plan

I JOINT JOB EVALUATION MAINTENANCE COMMITTEE (JJEMC)

1. The parties shall maintain a joint Union/Management maintenance committee.
 - a) The committee shall be gender neutral and consist of ~~twelve (12)~~ **six (6)** members; at least 50% of which must be women.
 - b) The committee membership shall be ~~two (2)~~ **one (1)** CUPE, ~~two (2)~~ **one (1)** SEIU, ~~two (2)~~ **one (1)** SGEU and **three (3)** ~~six (6)~~ Employer representatives.
 - c) ~~One (1) CUPE, one (1) SEIU, one (1) SGEU~~ **Two (2) Union** and ~~three (3)~~ **two (2)** Employer members shall be necessary for a quorum. **In the case of a specific classification request, the representing union must be one of the two (2) Union members present to constitute quorum.**
 - d) Committee members shall be rotated with the objective that the typical term of service is two (2) years.
2. The individual who will assist the Joint Job Evaluation Maintenance Committee (JJEMC) will be jointly selected by the Unions and SAHO and be compensated by SAHO.
3. The JJEMC members, the Assistant and others that work with the Plan shall be trained on the application of the Plan and in the principles of "Equal Pay for Work of Equal Value".
4. The JJEMC will be responsible for receiving all job data. The JJEMC will review the job data for completeness, perform a job analysis, consolidate the data and rate the jobs.
5. The JJEMC will maintain the integrity of the Plan.
6. The JJEMC will conduct research necessary to carry out its duties.
7. The JJEMC will be responsible for maintaining all Plan documentation as well as recording, in writing, the group consensus rationale and unanimous agreements.

8. The JJEMC shall operate by consensus and shall meet when necessary but at least once every two (2) months.
9. If the JJEMC cannot reach consensus on any matter, it will be dealt with pursuant to the dispute resolution process **as found in Article VII Dispute Resolution Process (Appendix A B)**.
10. JJEMC members shall excuse him or herself from the maintenance process for a position where the committee or a member has identified a conflict of interest. **Notwithstanding Article 1. c), quorum shall be obtained by the presence of the other members representing the Unions or the Employer.**

Conflict of interest includes, but is not limited to, classification decisions on jobs:

- * In their ~~Job~~ **classification**
- * Encumbered by family members or personal friends
- * For which they have declared a bias for, or against, and
- * For which they are the immediate in-scope or out-of- scope supervisor.

11. **Each Party will be responsible for the The costs and expenses of their respective members of the Joint Job Evaluation Maintenance Committee (JJEMC). will be born by SAHO will be responsible for the meeting room and midday meal costs during meeting days.**

II THE ROLES AND AUTHORITY OF THE MAINTENANCE COMMITTEE

- ~~12. Monitors and makes recommendations to the Bargaining Committee to ensure that negotiated wage settlements do not widen the wage gap or undermine equitable compensation practices and equitable wage relationships.~~
12. **Sole responsibility for maintaining Maintains the Job Fact Sheets (JFS), the Rating Rationales (RR) and the Job Descriptions (JD) and modifies and creates new JFS, RR and JD them as required from time to time.**
13. Develops and maintains an educational program regarding the principles of the plan and how it works.
- ~~15. Recommends changes to Job Evaluation factors and weights to the parties, as required.~~
14. Maintains the notes to raters through additions or amendments of notes.
15. Develops a process, in accordance with pertinent Collective Bargaining Agreements, to evaluate all changed and new jobs following the general principles outlined in the attached flow chart.

16. Endeavours to review 20% to 25% of all jobs each year with priority given to jobs that have changed or jobs that have not been reviewed for some time.
17. Provides the Employers' and the Unions' current job descriptions and other data that constitutes the Plan.
18. Rates new and changed jobs. **The JJEMC decision is final and binding. Any subsequent submission of information will constitute a new maintenance request.**
19. Upholds the integrity of the Plan through the adjudication of disputes regarding the assignment of factor ratings to the job assignment. In this regard, management members of the panel do not represent nor advocate for Employers and the Union members do not represent nor advocate for the employee.
20. Questions information presented to determine if it meets the requirements in the notes to raters and the intent of the degree definition within the factor.
21. Ensures, where necessary, that information presented is verified as legitimate duties and responsibilities of the job assignment. The JJEMC has the authority to obtain information through questioning and written documentation, to substantiate any statements.
22. Only the JJEMC shall be authorized to sign off the classification level of any job within the plan.
- ~~25. Employees and Supervisors have the right to have initial rating decisions reconsidered; upon reconsideration, all decisions made by the JJEMC will be final and binding.~~
- ~~26. Annually reviews and reports to the parties on the use of market-driven adjustments as per Government of Saskatchewan Policy Framework.~~

III JOINT JOB EVALUATION COMMITTEE ASSISTANT

23. The Assistant will work with Employer Human Resource Departments and Local Unions to determine if existing job descriptions and job ratings can be applied to New Job or Changed Job (Reclassification) requests.
24. The Assistant will ~~assist the Employer Human Resource Departments and Local Unions~~ to determine interim wage rates in order to post new jobs.
25. The Assistant will forward, all information regarding specific requests under articles 27 and 28 of this agreement, to the JJEMC for review.
26. The Assistant will also conduct research, assist with problem solving, provide administrative support (book meetings, record, keep and update databases, administration, documentation, etc.), ensure all parties are made aware of the JJEMC yearly program and perform other duties determined by the JJEMC Committee.

IV JOB RATINGS

In the application of the Manual, the following general rules shall apply:

27. It is the content of the job, and not the performance of the Employee(s) that is being rated.
28. Jobs are rated without regard to existing wage rates.
29. Jobs are ~~not~~ rated and ranked by comparing the specific requirements of the job to the sub-factor definition, guidelines and explanations and notes to raters.
30. Each job will be rated relative to and consistent with all other jobs rated under the Manual.
31. The factors and sub-factors must have an impact on all jobs being rated.
32. A factor rating cannot be adjusted if the duties or responsibilities have been credited in another factor, as this would represent bias due to double crediting.
33. Errors in rating shall be corrected and are not precedent setting.
34. Rating decisions shall include a "sore thumbing" process to ensure consistency in Committee decisions.

V INITIATING THE REVIEW OF A NEW JOB

35. When the Employer creates a new job, the supervisor will complete a Job Review Request Form and a Job Fact Sheet based upon the qualifications and/or the duties proposed for the job. The foregoing will be submitted to the appropriate Human Resources Department.
36. Within five (5) working days, the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.
37. Within fourteen (14) working days, the Human Resources Department and Local Union will arrange to meet with the JJEMC Assistant to determine if an existing job description ~~and profile are~~ is appropriate. All material will be forwarded to the JJEMC for review.

~~NOTE: — The posting of a new position will not be delayed by a JJEMC review. The Human Resources Department and the Local Union with the assistance of the JJEMC Assistant will establish an interim wage rate in order that the new job may be posted immediately.~~

38. If the Human Resources Department and the Local Union, with the assistance of the JJEMC Assistant agree that an existing job description and job rating are appropriate, the job will be posted and an appointment made.

~~42.1 — After six (6) months the Human Resources Department will provide the job description and profile to incumbent and supervisor for signoff.~~

~~42.2 — If, after six (6) months but not later than twelve (12) months, either the supervisor or incumbent do not sign off, the incumbent will complete a Job Fact Sheet, the supervisor will comment and the Job Fact Sheet will be forwarded to the JJEMC for review.~~

39. If the Human Resources Department and the Local Union, with the assistance of the JJEMC Assistant do not agree that an existing job description and job rating are appropriate, the Job Fact Sheet and job description will be forwarded to the JJEMC for review.

NOTE: The posting of a new position will not be delayed by a JJEMC review. ~~The Human Resources Department and Local Union with the assistance of the~~ **The** JJEMC Assistant will establish an interim wage rate in order that the new job may be posted immediately.

~~43.1 After six (6) months the Human Resources Department will provide the job description and profile to incumbent and supervisor for signoff.~~

~~43.2 — If, after six (6) months but not later than twelve (12) months, either the supervisor or incumbent do not sign off, the incumbent will complete a Job Fact Sheet, the supervisor will comment and the Job Fact Sheet will be forwarded to the JJEMC for review.~~

~~43.3 — Also see the attached flow chart titled "Maintenance Procedure New Job".~~

VI INITIATING THE REVIEW OF A CHANGED JOB (RECLASSIFICATION)

40. Either an employee or supervisor ~~may~~ **will** complete a Job Review Request Form, a Job Fact Sheet and changes to the **current provincial** job description if they believe

qualifications and/or the duties of a job has changed. The foregoing will be submitted to the appropriate Human Resources Department.

41. Within five (5) working days the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.
42. Within fourteen (14) working days, the Human Resources Department and the Local Union will arrange to meet with the Assistant, to determine if the job has changed sufficiently to warrant a review. The three (3) groups will determine if there is an existing job description and job rating that are appropriate. The material will be forwarded to the JJEMC for review.
43. If the Human Resources Department, the Local Union and the Assistant agree that an existing job description and job rating are appropriate, the job will be reclassified immediately and the employee and the supervisor notified. The material will be forwarded to the JJEMC for information purposes **only**.
44. If the Human Resources Department and the Local Union with the assistance of the JJEMC Assistant cannot agree that an existing job description and job rating are appropriate, the material will be forwarded to the JJEMC for review.
45. ~~If the first review is done by the JJEMC and the incumbent and/or supervisor do not sign off either or both may submit more information to the JJEMC for review.~~

~~49.1~~ Any adjustment in pay rates will be effective the date the Review Request Form **and all associated required documentation** was received by the Human Resources Department.

~~49.2~~ —Also, see attached flow chart titled "Maintenance Procedure Reclassification".

VII DISPUTE RESOLUTION **PROCESS** (See Appendix A B)

- ~~46. Failing consensus following the mediation stage, †~~The JJEMC shall refer unresolved disputes to a Dispute Resolution ~~Tribunal~~ **process**.
47. The Dispute Resolution ~~Tribunal~~ **process** is comprised of ~~a one (1) Employer-appointed representative, one (1) Union-appointed representative and~~ Chair chosen by the parties from a mutually agreed to list.
48. The jurisdiction of the Dispute Resolution ~~Chair Tribunal~~ shall be limited to the matter in dispute as referred to by the JJEMC.
49. The decision of the Dispute Resolution ~~Chair Tribunal~~ shall be final and binding upon the parties.
50. The parties further agree that this Dispute Resolution protocol must be timely and cost-effective.

VIII INFORMATION TO THE PARTIES

51. The JJEMC will provide the parties with a quarterly report containing the following information:

- > A summary of all reconsideration requests received this quarter.
- > A summary of all reconsideration requests carried forward from previous quarter.
- > A summary of all decisions.
- > **Notification of c**Changes to the Provincial Job Fact Sheets, **Rating Rationales** and Job Descriptions.
- > **Notification of the creation of new Job Fact Sheets, Rating Rationales and Job Descriptions.**

~~APPENDIX A as signed by the parties on April 3, 2007: Delete~~

~~APPENDIX B Dispute Resolution Tribunal Process~~

~~Authority~~

~~This Appendix outlines the process as referenced in the Letter of Understanding Maintenance Plan between SAHO and CUPE/SEIU/SGEU RE: Joint Job Evaluation Article VII #50-54 46 – 50 and is final and binding on all parties.~~

~~Parameters for Dispute Resolution Tribunal Process~~

- ~~• Each Party shall be charged with the responsibility to determine how they will represent their members.~~
- ~~• Adhere to principles of the Plan.~~
- ~~• Adhere to Policy Framework (1999), Maintenance Plan and negotiated Letters of Understanding.~~
- ~~• Duties, qualifications, factors, and factor ratings can be adjudicated.~~
- ~~• The Dispute Resolution Tribunal **Adjudicator** shall be limited to adjudicating only those duties, qualifications, factors and factor ratings that arise from the **Joint Job Evaluation Maintenance Committee (JJEMC)** dispute.~~
- ~~• The Dispute Resolution Tribunal **Adjudicator** shall have the ability to recommend changes to the Committee of the Parties (COPs) on the wording of the Plan and Notes to Raters and shall provide recommendations for the specific language for these changes to the Plan and Notes to Raters. The Dispute Resolution Tribunal **Adjudicator** shall~~

provide the COPs any additional language that provides clarity of its interpretation; this language must adhere to the principles of the Plan.

- JJEMC disputes ~~may~~ **will** be resolved by a sole adjudicator ~~upon agreement by the Parties. Where the Parties cannot agree to a sole adjudicator within 30 calendar days a Dispute Resolution Tribunal shall be convened as per VII Part 540 of the JJE Maintenance Agreement.~~
- Dispute Resolution Tribunal decisions will be rendered within ninety (90) days and provided to the Parties **JJEMC**.

Information available to Dispute Resolution Tribunal Adjudicator

- Pre-JJE history.
- The Plan.
- Other relevant documentation:
 - All job fact sheets.
 - All maintenance data.
 - Any other necessary data, ~~except that which is not considered admissible.~~
- The parties agree to identify the duties, qualifications, factors and factor ratings in dispute to the Dispute Resolution Tribunal **Adjudicator**.
- ~~The parties agree to disclose any and all documentation that they wish to present to the Dispute Resolution Tribunal at least five (5) days prior to the Hearing.~~
- Other documentation as requested by the **Adjudicator** panel.

Dispute Resolution Tribunal Process

- ~~No presentation by official legal counsel of any of the parties or individuals.~~
- ~~No presentation by any other individuals who are lawyers.~~
- ~~Representatives and presenters to be designated at the commencement of the Dispute Resolution Tribunal.~~
- ~~Dispute Resolution Tribunal hearings are open to employees and employers as observers only.~~
- ~~Prior notification of attendance is required, wherever possible.~~
- ~~Presentations to be highlights from submissions, not reading verbatim.~~
- ~~The presenters will give a short oral summation of their position at the commencement of the hearing.~~
- ~~The presenter who is supporting the greatest change will proceed first, followed by clarification questions from the Dispute Resolution Tribunal. The next party presents their information, followed by clarification questions from the Dispute Resolution Tribunal. This process will continue until all parties have presented their information.~~

- ~~Rebuttals shall be limited to the examination in chief and shall be presented in reverse order.~~
- ~~No cross examinations.~~
- ~~Questions and requests for clarification are allowed from the Dispute Resolution Tribunal members only.~~
- The Dispute Resolution Tribunal **Adjudicator** has the ability to seek clarification from:
 - Maintenance Committee
 - Educational Institutions
 - Maintenance Documentation
 - Evaluation and/or Reconsideration Documentation
 - The Parties
- Any additional information obtained by the Dispute Resolution Tribunal **Adjudicator** must be disclosed to the JJEMC and the COPS.
- ~~Any subsequent questions are for clarification purposes only and will not be by official Legal Counsel of any of the Parties, or by any other individuals who are lawyers.~~

Possible Outcomes from the Dispute Resolution Tribunal Process

- Changes to the existing job classification.
- Creation of a new job classification(s).
- No change to the existing job classification.
- Determine the factor ratings, rating rationale, job fact sheet, job description and provide supporting rationale for the decision.
- The sole adjudicator or chairperson of the Dispute Resolution Tribunal **Process** shall retain jurisdiction on bundling issues should the Employer and the Local of the Union be unable to reach agreement.

Costs of Tribunal Dispute Resolution Process

- The cost of the Dispute Resolution Tribunal Chairperson **Adjudicator** to be shared 50/50 between SAHO and the Unions.
- ~~Individual Dispute Resolution Tribunal nominees to be paid for by the respective Parties.~~
- ~~Other individual's costs to be paid for by the respective Parties.~~
- Hearings will be held in Regina or Saskatoon, or otherwise agreed to by the Parties. Meeting room costs to be shared 50/50 between SAHO and the Unions, to **provide a meeting room for the Adjudicator** unless otherwise agreed to.

LETTER OF UNDERSTANDING

**BETWEEN
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS (SAHO)**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
AND
SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION (SGEU)**

**RE: JOINT JOB EVALUATION DISPUTE MECHANISM FOR OUTSTANDING
BUNDLING ISSUES**

1. Dispute Resolution Bundling Issues – October 2000 to September 13, 2004

Any bundling issues that flow from the Dispute Resolution Tribunal (Chair, Mr. Phil Johnson) decisions (Appendix A) shall be resolved by Mr. Phil Johnson. Every individual employee and their immediate out-of-scope supervisor who has a bundling issue as a result of the Tribunal decisions shall have their bundling issue resolved, unless a resolution to their bundling issue has been agreed to by the Union (SEIU, CUPE or SGEU) and the Employer and reduced to writing. These bundling issues remain resolved and are not subject to this process.

The individual bundling issue shall be limited to the period October 2000 to September 13th, 2004.

The information utilized shall be limited to the individual bundling issue and not related to the factor ratings.

If more information, other than information already on file, is required to make a decision, Mr. Phil Johnson shall have the authority to gather further information from the Employer, Union and/or the employee(s).

Mr. Phil Johnson will place individuals into a job based on the provisions of the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. Mr. Phil Johnson may use a current provincial classification. Mr. Phil Johnson will have the authority to create a new classification if needed. Mr. Phil Johnson will create a new job description and rate the job according to the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. Employees who have not been previously identified as having an outstanding bundling issue or where the bundling issue has been agreed to by the Union (SEIU, CUPE or SGEU) and the Employer shall not be placed in a newly created job classification through this

adjudication process; rather the regular maintenance process shall be utilized on a go forward basis.

2. Dispute Resolution Bundling Issues – September 14, 2004 to Date of Signing of this Letter of Understanding

Any bundling issues that flow from the Dispute Resolution Tribunal (Chair, Mr. Phil Johnson) decisions (Appendix A) shall be resolved by Mr. Phil Johnson. Every individual employee and their immediate out-of-scope supervisor who has a bundling issue as a result of the Tribunal decisions shall have their bundling issue resolved, unless a resolution to their bundling issue has been agreed to by the Union (SEIU, CUPE or SGEU) and the Employer and reduced to writing. These bundling issues remain resolved and are not subject to this process.

The individual bundling issue shall be limited to the period after September 13th, 2004 to the date of signing of this letter of understanding.

The information provided shall be limited to the individual bundling issue and not related to the factor ratings.

Bundling issues within this time period shall not result in any retroactive adjustments neither to the employee or the Employer. Classification/bundling issues that occur after the date of signing of this letter of understanding shall be decided upon using the Maintenance Process.

If more information, other than the information already on file, is required to make a decision Mr. Phil Johnson shall have the authority to gather further information from the Employer, Union and/or the employee(s).

Mr. Phil Johnson will place individuals into a job based on the provisions of the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. Mr. Phil Johnson may use a current provincial classification. Mr. Phil Johnson will have the authority to create a new classification if needed. Mr. Phil Johnson will create a new job description and rate the job according to the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. Employees who have not been previously identified as having an outstanding bundling issue or where the bundling issue has been agreed to by the Union (SEIU, CUPE or SGEU) and the Employer shall not be placed in a newly created job classification through this adjudication process; rather the regular maintenance process shall be utilized on a go forward basis.

3. Bundling Issues – JJE Steering Committee

Any outstanding bundling issues that exist as a result of the JJE Steering Committee not approving the recommendations of the JJE Reconsideration Committee will be resolved by a sole adjudicator as per part (d) of Letter of Understanding #22 in the SAHO/SEIU current Collective Agreement, Letter of Understanding #18 in the SAHO/CUPE current Collective Agreement, and Letter of Understanding #12 in the SAHO/SGEU current Collective Agreement. A Dispute Resolution Process shall be convened as per Appendix B – Dispute Resolution Process.

The adjudication shall be limited to the individual bundling issue and not related to the factor ratings. The adjudication shall be limited to the period October 2000 to September 13th, 2004.

The adjudication processes above (1 through 3) are final and binding on each party. Process 1 and 2 shall be completed prior to beginning process 3. The parties shall share equally the cost of Mr. Phil Johnson, the Adjudicator of the Dispute Resolution Process and any other common costs. The parties shall mean SAHO and the Unions (SEIU, CUPE, SGEU).

LETTER OF UNDERSTANDING

**BETWEEN
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS (SAHO)**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
AND
SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION (SGEU)**

RE: 300 SERIES JOBS

- 1) **All 300 series jobs/classifications, other than those that went through the Tribunal process, shall be reviewed by an agreed to 3rd party knowledgeable in job classification.**
 - a) **300 series jobs/classifications that went through the Tribunal process are final and binding. Incumbents have all had an opportunity to contribute all relevant information to those jobs/classifications as a result of the Tribunal process. These jobs will not be reviewed by the JJEMC. Future reviews of these jobs may be conducted through the normal maintenance process as outlined in the Maintenance Plan LOU as revised subsequent to the original document signed October 3, 2003.**
 - b) **Incumbents and employers who have already provided information to the Joint Job Evaluation Maintenance Program will have their information considered. Only information on file will be considered in the finalization of**

these jobs. If more information, other than information already on file, is required to make a decision, the agreed to 3rd party shall have the authority to gather further information from the Employer, Union and/or the employee(s).

- 2) If, upon completion of the review of the 300 series jobs/classifications as indicated in 1) b) above, a change in pay band is required, the effective date of such change in a pay band shall be the first Sunday following the completion of the review. Completion shall be defined as receipt of a decision of a third party.

Upon completion of the process outlined in this Letter of Understanding, any future review of a 300 series job/classification will be in accordance with the Maintenance Plan LOU as revised subsequent to the original document signed October 3, 2003.

LETTER OF UNDERSTANDING

BETWEEN

**SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZAITONS (SAHO)**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

AND

**SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION (SGEU)**

RE: Outstanding Maintenance Files

- 1) SAHO will evaluate all outstanding maintenance files, as of date of signing, in a timely manner in accordance with the Maintenance Plan.
 - a) If more information, other than information already on file, is required to make a decision, SAHO shall have the authority to gather further information from the Employer, Union and/or the employee(s).
 - b) SAHO will place individuals into a job based on the provisions of the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. SAHO may use a current provincial classification or will have the authority to create a new classification if needed and rate the job according to the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding.

- 2) **The Employer and/or the employee have the right to appeal the above decision. If an appeal is filed, a Dispute Resolution Process shall be convened as per Appendix B – Dispute Resolution Process.**

- 3) **Those maintenance requests that have already had some level of the Joint Job Evaluation Maintenance Committee (JJEMC) involvement will be completed by the JJEMC, as will all future maintenance requests as per the most current Maintenance Plan LOU.**

PROVIDER GROUP JOINT JOB EVALUATION

COMMITTEE OF THE PARTIES (COPs)

TERMS OF REFERENCE

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS (SAHO)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES UNION
(SGEU)**

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)

Preamble

It is agreed that with the establishment of the Committee of the Parties (COPs) that the Joint Job Evaluation Steering Committee (JJESC) has been dissolved, and the COPs will complete the JJESC duties and mandate as set out in the Joint Job Evaluation Project Terms of Reference.

It is understood that each Provider Group Union (CUPE, SGEU and SEIU) participates independently in the Provider Group Joint Job Evaluation Program (including both the Reconsideration Process and Maintenance Plan). The Collective Agreements between SAHO and each of the Provider Group Unions provide for the ability of the parties to establish the COPs for the purpose set out below. The Parties agree to establish said

Committee. It is agreed among the Parties that the Terms of Reference for this Committee shall work in concert with the provisions of each Provider Group Union Collective Agreement. Where there are discrepancies between these Terms of Reference and the applicable Collective Agreement(s) or in absence of specific provisions in these Terms of Reference, the terms and conditions of the applicable Collective Agreement(s) shall govern.

Purpose

The COPs shall deal with the recommendations of the Maintenance Committee, as per the Maintenance Agreement, as well as other matters that are outside of the roles and authority of the JJE Maintenance Committee and other matters that may arise regarding the Provider Group Joint Job Evaluation Program. The COPs shall receive the reports, recommendations and inquiries of the JJE Maintenance Committee and will determine the appropriate resolution/action required. ~~The COPs shall sign off on each Job Description as it is finalized. The signed copy will be kept with the Program.~~ Any party to the Program can request a signed off copy of the Job Description.

The COPs shall make recommendations to each of their principals in regards to amendments and/or modifications to the JJE Plan and other JJE collective bargaining matters.

The Establishment of the COPs in no way lessens the role and authority that is already established in the Provider Group Joint Job Evaluation Maintenance Plan for the Joint Job Evaluation Maintenance Committee (JJEMC).

Composition

The COPs shall be comprised of SAHO/Employer representatives and Union representatives from each of CUPE, SEIU, and SGEU. As well, each and every party may have resource staff in attendance.

Committee Procedure

The Parties of the COPs shall have the authority to bargain on behalf of each Party's principals. Any decision reached by the COPs and where required, approved by each Party's principals, shall be reduced to writing, signed off by all of the Parties and distributed to each Party's principals.

Meetings

The COPs will meet four (4) times a year, such meetings to be scheduled in advance. As well, the COPs will meet within thirty (30) days of the request, in writing, of one of the Parties to the other three Parties. The thirty (30) day notice may be waived upon agreement of the Parties. The chair of the meetings will alternate between SAHO and the Provider Group Unions. The chair will be responsible to develop an agenda for the

meeting. Administrative support, including the taking of minutes, shall be provided by SAHO. Minutes will be provided to the Parties for distribution as seen fit.

Duration of the Committee

The COPs shall continue as per Letter of Understanding #23 in the SAHO/SEIU Collective Agreement, Letter of Understanding #19 in the SAHO/CUPE Collective Agreement and Letter of Understanding #13 in the SAHO/SGEU Collective Agreement.

Disputed Items that Arise from the Maintenance Committee

Disputed issues that arise from the Maintenance Committee shall follow the process outlined in the JJEMC Letter of Understanding VII Dispute Resolution. ~~Should the issue not be resolved through the JJE Mediation Stage Process (see Appendix A)~~ The issues may then be referred to a Dispute Resolution ~~Tribunal~~ Process (see Appendix B).

Dispute Resolution - COPs

- 1) i) Where the COPs cannot reach agreement on a disputed issue(s), the Parties may mutually agree to refer the disputed issue(s) to any of the following dispute resolution methodologies:
 - a) Mediation; or
 - b) Conciliation; or
 - c) Expedited Arbitration; or
 - d) Full Panel Arbitration; or
 - e) To their Principals for negotiation.

Failure to resolve a disputed issue via a) or b) shall not limit the Parties ability to use another process.

ii) If the Parties cannot mutually agree on where to refer the disputed issue(s), the Parties shall use a conciliator as appointed by the Ministry of Advanced Education, Employment and Labour to assist the Parties in agreeing on where to refer the disputed issue(s) from the choices c), d) or e).

iii) If the conciliator can not assist the Parties to reach agreement, the conciliator shall have the ability to make a final and binding decision on the process to be used.

- 2) Any agreement and/or award resulting from the above processes shall be final and binding on the Parties.
- 3) The Parties shall share equally any common costs (e.g. Mediator, Arbitrator, room rentals, etc) related to dispute resolution.
- 4) The Parties shall mean SAHO and the Unions (SEIU, CUPE, SGEU).

4. Proposals Specific to SGEU

Article 8.08 Letter of Appointment

All successful applicants shall have their selection confirmed in writing by a Letter of Appointment which shall include:

- **Employee type (full-time, OTFT part-time, OTFT casual/relief);**
- **Permanent or temporary;**
- **Classification;**
- **Rate of pay;**
- **Number of hours per defined length of rotation (where applicable), except where reduced due to a Statutory Holiday(s);**
- **Signature of Employee and Employer.**

All newly appointed Employees will be issued a Letter of Appointment. Should it become necessary for an Employee to have a Letter of Appointment, the current **master rotation** will be reviewed and a Letter of Appointment will be issued. **Necessary changes to reflect a change to employee type shall be implemented in the payroll system.**

On initial hire, where two (2) or more Employees are applying for the same job and have the same hire date, the following will be the process for determining the successful applicant:

- i) **The date of their birthday (1-31 with 1 being the highest) shall be used as a tie breaker (i.e. in the case of birthdays of January 25 and June 9, the person with the birthday on the 9th would prevail).**
- ii) **If this does not resolve the tie breaker, then the month of the year that the birthday occurs (1-12 with 1 being the highest) will be used (i.e. in the case of birthdays on January 25 and June 25, the person with the birthday in January will prevail).**

9.01 Creation of New Classifications or Changes to Existing Classifications

- k) Should the Maintenance Committee recommend the creation of pay bands ~~beyond Pay Band 21~~, the Parties shall meet to establish the new pay bands based on the established point band size and wage line promotion formula.

Article 10.08 Shift Differential

A shift **differential** of **one dollar and fifty cents (\$1.50)** per hour shall be paid for each hour or part of an hour worked by an Employee where the majority of the hours of the shift fall between 1500 hours and 0800 hours. The shift **differential** shall not apply **when receiving overtime rates of pay or premium pay.**

Article 10.09 Weekend Differential

A weekend **differential** of **one dollar and twenty-five cents (\$1.25)** per hour shall be paid for each hour worked by an Employee on each shift where the majority of hours of the shift fall between 0001 Saturday and 2400 Sunday. Where an Employee is receiving overtime pay, **premium pay** or receiving third weekend premium triggered by consecutive weekends worked, weekend **differential** shall not apply.

Article 10.18 Assignment of Relief Work

This protocol applies to additional work that was not foreseen when the master rotation was developed by each department. It in no way supersedes or replaces the scheduling provisions of the Collective Agreement and the parties agree to apply this protocol in a manner complimentary to other provisions of the Collective Agreement.

The Employer, the Union **and the Employees** are committed to the principle of maximizing hours for Other Than Full-time (OTFT) Employees up to the maximum equivalent of a Full-time Employee.

a) **Determining Relief Assignment**

The Employer agrees to establish and maintain a relief list for OTFT Employees ranked in order of seniority, for each department/program **by classification**. The Employee must be hired into a department/**program and classification** and orientated before being placed on the relief list. When the Employer determines that relief work is required, the most senior available person on the relief list will have the first right to the relief work.

All OTFT Part-time and OTFT Casual/Relief Employees must complete an Application for Relief Work (AFRW) form upon hire indicating their availability for relief work.

b) **Hiring Relief Employees**

When additional OTFT **Casual/Relief** Employees are required, they shall be hired based on seniority and availability from the Application for Relief Work form, provided the applicant possesses the necessary qualifications and the ability to perform the work.

An Employee may submit an Application for Relief Work form at any time for the purpose of indicating a desire to be added to a certain relief list(s). Dependant upon Employer needs and Employee availability, Employees may be added to such relief lists.

c) **Application for Relief Work Form**

Employees must fill out one (1) Application For Relief Work form that will be distributed to the department(s)/**program(s)** and classification(s) where an Employee is on the relief list.

Employees are responsible to leave phone numbers where they can be reached.

Periods of unavailability (*48 hours or less*) are for unexpected events that could not have been foreseen when the Application For Relief Work form was completed. **Requests for absences from relief requirements may be granted insofar as the regular operation of the facility/agency will permit.**

Employees wanting time away from the workplace for vacation **shall** request this time in accordance with Article 14.06 – Vacation Period/Posting/Scheduling.

Along with the AFRW form, OTFT Employees shall provide a copy of scheduled hours from other departments/programs and classifications (where applicable).

d) Revision to Application for Relief Work Form

Employees may revise their Application For Relief Work form two (2) times per year. March 15th to be effective April 15th and September 15th to become effective October 15th. The most current relief list shall remain posted at all times.

In addition, **within fourteen (14) calendar days of the effective date of the change, an Employee may revise the Application for Relief Work form under the following circumstances:**

- When an Employee accepts an **OTFT Part-time** position or a temporary position that affects their availability;
- When an Employee's temporary position expires and their availability is affected;
- When an Employee returns from an approved leave of absence, LTD, WCB or SGI;
- When an Employee returns to their **home** position or OTFT casual/relief status during the trial period;
- **When an Employee is on an approved education leave.**

Changes to the Application **for** Relief Work form will become effective **no more than ten (10) calendar days** following the revision.

e) Relief Lists

Dependent upon Employer needs and Employee availability, an Employee shall be eligible to have her/his name on a maximum of three (3) active relief lists within the Health Region. **In classifications where there are limited opportunities for relief work, the Employer may agree to have Employees on more than three (3) active relief lists.**

f) **Overtime/Premium Situations and/or Scheduling Conflicts**

The hours of work of an OTFT Employee may be expanded to the standard hours of work identified in Article 10.01 – Standard Hours of Work, without the payment of overtime. Employees working in more than one department shall be required to inform the immediate supervisor or designate of any potential overtime/**premium pay** situations and/or scheduling conflicts as soon as the Employee is aware.

It shall be the responsibility of the Employee to advise the Employer that she/he will be in an overtime/premium pay situation if called in for additional relief work.

Where an Employee agrees to work additional hours outside their assigned work, ~~and within the posted and confirmed period,~~ such work shall not be construed as a change of shift and shall not be eligible for overtime.

g) **Failure to Indicate Overtime/Premium Pay**

Should an Employee fail to indicate an overtime/**premium pay** situation, **she/he** shall be paid the applicable overtime rate. The Employee may be subject to progressive discipline should she/he repeatedly fail to indicate an overtime/**premium pay** situation.

h) **Hours Offered in Error**

Employees shall be required to inform their immediate supervisor or designate of any scheduling errors as soon as the Employee is aware.

When the Employer offers hours in error, such hours may be changed or cancelled within seventy-two (72) hours of offering the hours without triggering payment.

If the most senior available Employee is not called in accordance with Article 10.18, she/he shall be scheduled for the equivalent hours provided the error is reported no later than fourteen (14) calendar days after the work is performed. After the fourteen (14) calendar days the Employer will not be subject to payment for the error. The most senior available Employee shall be scheduled to work the equivalent hours within thirty (30) days following the notification of error.

i) **Failure to Work Relief Shifts**

Should an Employee decline work without sufficient reason on five (5) occasions, **during each semi-annual revision period as identified in Article 10.18 d)**, in accordance with the availability on the prescribed Application for Relief Work form, the Employer shall meet with the Employee to discuss her/his availability and allow the Employee to revise their Application for Relief Work form. **Such revised availability must meet the**

Employer's needs in accordance with Article 10.18 e). Following this discussion, should an Employee not accept work in accordance with their revised Application for Relief Work form such Employee shall be removed from the relief list. Where an Employee is consistently unavailable for relief work and has not worked for **thirty (30)** days in a department/**program and classification**, she/he shall be removed from the relief list of that department/**program and classification**.

j) Employees on Leave

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

- Absence covered by WCB and/or LTD and/or Automobile Accident Insurance Act;
- Sick Leave
- Approved Leave Of Absence, except education leave;
- Medical Care Leave
- Family Leave
- Bereavement Leave
- Vacation
- Exceptions may be made i.e. Maternity Leave following discussions between the **Employee**, Union and the Employer.

k) Consecutive Hours and Days of Work and Rest Periods

- i. Employees shall have a minimum of ten (10) consecutive hours of rest in the twenty-four (24) hour period calculated from the beginning of the Employee's originally scheduled shift.

Failure to provide ten (10) consecutive hours of rest, 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.

- ii. Employees shall not work more than six (6) consecutive days without at least one (1) day of rest.
- iii. After working a combination of shifts totaling forty-eight (48) hours on consecutive days, an Employee shall receive at least one day of rest.
- iv. All OTFT Employees shall have a minimum of six (6) days off in a three (3) week period.

l) Inside **Seven (7) Days**

The maximum number of hours that an Employee can work is eight (8) hours per day and no more than one hundred and twelve (112) hours in a three (3) week period unless covered by an extended shift agreement. Once the Employee has reached this threshold they will not be available for additional work.

For relief work occurring within the next seventy-two (72) hours an immediate personal response will be required. If there is no

immediate personal response to an offer of additional work, the hours shall be offered to the next senior available employee on the list.

For relief work occurring outside seventy-two (72) hours and within seven (7) days, if a phone message is left, wait a reasonable amount of time for a response.

Relief work shall be offered to the most senior available Employee on the relief list in accordance with the Application For Relief Work form in the following order:

1. **The Employee is not scheduled to work.**
2. **The Employee may be scheduled within the department/program and classification, has the seniority, is qualified and has the ability to do the work, and is working less hours than the shift that needs replacing. The longer shift will be offered and the shorter shift will be replaced. There will only be one enhancement per twenty-four (24) hour period (calculated from the beginning of the Employee's originally scheduled shift).**

i.e. If an Employee is scheduled for a 0700-1200 shift and a 0700-1530 shift becomes available, the Employee would be offered the shift within the department/program and classification.

3. **Inside the seven (7) day period Employees who are scheduled for a shorter shift, will be offered enhanced/expanded hours only within the same department/program and classification unless there are extenuating circumstances. This will only occur when relief staff is available from other departments and before overtime is offered.**
4. **Before overtime is offered, if hours become available and there is no available Employee on the relief list of that classification to accept the hours at the regular rate of pay, an Employee who is already scheduled on that day in a different department/classification and is on the relief list where the vacancy occurred may be reassigned to the available hours at no loss of pay. However, this Employee would not be reassigned if there was no one available on the relief list to fill the subsequent available hours.**
5. **If additional work of less than four (4) hours becomes available, the Employee must complete the original shift to access the additional work. The hours can be added to their original shift but shall not exceed the normal daily hours of work.**

Examples

- i. Shifts are day for day replacement not blocks of time.

An Employee cannot drop a block of three (3) short shifts to pick up a block of two (2) longer shifts.

i.e.	Monday	Tuesday	Wednesday
	0700-1300	0700-1300	0700-1300
	2 - 12 hour night shifts become available		
	1900-0700	1900-0700	

The Employee would not be able to accept the night shifts as there is a conflict.

i.e.	Monday	Tuesday	Wednesday
	0700-1300	0700-1300	0700-1300
	2-12 hour day shifts become available		
	0700-1900	0700-1900	

The Employee could work these two (2) **twelve (12) hour** day shifts and still work the Wednesday 0700 - 1300.

- ii. Employees cannot drop blocks of shifts to pick up a shift.

i.e.	Monday	Tuesday	Wednesday
	0700-1300	0700-1300	off

An evening shift becomes available on the Monday 1530 – 2400. The Employee cannot accept the shift on the Monday as it would then conflict with the Tuesday shift that is already scheduled.

If the evening shift becomes available on the Tuesday the Employee could work the 1530-2400 shift as they were not working on the Wednesday and therefore there would not be a conflict.

- iii. ~~If relief work becomes available, the relief work can be offered to an Employee based on their relief availability within the department/program and classification as long as the additional hours and the Employees' originally scheduled shift do not exceed twelve (12) hours in a twenty four (24) hour period. (Calculated from the beginning of the Employee's originally scheduled shift.)~~

~~i.e. — An Employee that works 0700-1200 can **accept** a shift(s) **or up to an additional three (3) hours** between 1200-1900 the same day **without the payment of overtime.**~~

m) **Outside Seven (7) Days**

i. The Application for Relief Work form shall be used to assign relief work to Employees who are on the relief list. No Employee shall be assigned more than eight (8) hours per day and no more than one hundred and twelve (112) hours in a three (3) week period unless covered by an extended shift agreement. ~~There will only be one enhancement per twenty-four (24) hour period (calculated from the beginning of the Employee's originally scheduled shift).~~

i.e. eight (8) hour shift available – assign the relief work to the most senior available Employee; if a twelve (12) hour shift becomes available after you have assigned the eight (8) hour shift, change the eight (8) to a twelve (12) and assign the eight (8) to the next most senior available Employee on the relief list.

ii. Employees have a responsibility to check and update their schedule to see where they are assigned to work either by way of phoning in or checking the actual schedule. Any assigned shifts that are a conflict with other departments must be communicated immediately to the appropriate supervisors.

iii. Shifts are day for day replacement not done in blocks of time.

a. An Employee cannot drop a block of three (3) short shifts to pick up a block of two longer shifts.

i.e. Monday Tuesday Wednesday
 0700-1300 0700-1300 0700-1300

 2 – 12 hour night shifts become available
 1900-0700 1900-0700

The Employee would not be assigned the night shifts as there is a conflict between the Tuesday night shift and the Wednesday day shift.

i.e. Monday Tuesday Wednesday
 0700-1300 0700-1300 0700-1300

 2-12 hour day shifts become available
 0700-1900 0700-1900

The Employee would be assigned these two (2) day shifts and still work the Wednesday 0700-1300.

- Employees cannot drop blocks of shifts to pick up a shift.

i.e.	Monday	Tuesday	Wednesday
	0700-1300	0700-1300	off

An evening shift becomes available on the Monday 1530 – 2400. The Employee cannot be assigned the shift on the Monday as it would then conflict with the Tuesday shift that is scheduled.

If the evening shift becomes available on Tuesday the Employee could work the 1530 - 2400 shift as they are not working on Wednesday and therefore there would not be a conflict. The Employee would be assigned the eight (8) hour shift and the Employer would reassign the 0700 -1300 if deemed necessary.

- Employees scheduled a shift of eight (8) hours cannot give up their shift to go work an eight (8) hour shift in a preferred area. The Employee is already working full-time hours in the day.

If hours become available they can be picked up by the most senior available Employee working a short shift as long as the beginning of the first shift and the end of the hours in the second shift do not exceed a twelve (12) hour window in a twenty-four (24) hour period, calculated from the beginning of the Employee’s originally scheduled shift.

Article 15.03 Working on a Statutory Holiday

a) Full-time Employees

- i) A Full-time Employee who **works on a Statutory Holiday** shall receive pay at the rate of one and one-half (1 1/2) times the regular rate of pay and another day off with pay to be taken at a mutually agreed time within four (4) weeks before or after the date the Statutory Holiday occurs, or
- ii) A Full-time Employee **who does not work on a Statutory Holiday** shall receive pay equal to one (1) regular days pay.

Article 16.12 Immunization

Time lost as a result of immunization, as required by the Canadian Immunization Guide and Centre for Disease Control, shall not result in loss of pay or loss of sick leave credits, **for scheduled shifts.**

Article 16.13 Influenza Vaccine

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

(a) Employees shall, subject to the following, be required to be vaccinated for influenza.

(b) If the full cost of such vaccine(s) is not covered by some other source, the Employer shall pay the full or incremental cost for the vaccine(s) and will endeavour to offer vaccinations during the employees working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

(c) Employers recognize that employees have the right to refuse any required immunization.

(d) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the facility until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he may use banked time or vacation credits in order to keep her or his pay whole.

(e) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid in accordance with Article 16.04. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees. Any time lost shall not result in loss of pay for scheduled shifts or reduction of the Employee's sick leave credits.

(f) If an employee gets sick as a result of the vaccination, and applies for Workers Compensation Benefits, the Employer will not oppose the claim.

(g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.

(h) The clause shall be interpreted in a manner consistent with the Saskatchewan Human Rights Code.

Article 16.14 Outbreaks

Employees who are quarantined or prohibited from working by the Employer as a result of exposure to an infectious disease as a result of employment in the Regional Health Authority, shall not suffer any loss of pay or reduction in sick leave credits for scheduled shifts.

If an employee works in multiple facilities or areas and is prohibited from working due to exposure, the employee will have any scheduled shifts transferred to the exposed site or area. Employees not exposed, but prohibited from working in an affected facility or area, may have their scheduled shifts transferred to another facility or area.

Employees who have been exposed and are prohibited from working in other sites, will not be offered or assigned additional hours of work in unaffected areas or sites, until authorized by a Medical Health Officer or designate.

Article 17.14 Family Leave

Employees who have successfully completed probation shall, **upon request**, be granted definite leave of absence, in accordance with the above, with pay to attend to the needs of family members as defined in Article 17.10 a) and b) - **Bereavement Leave**.

Family leave shall be granted where the situation requiring the Employee is:

- unforeseen; or
- unpredictable; or
- emergent, or
- life threatening; or
- one over which the Employee has no control, and for which the Employee has been unable to make alternate arrangements.

Full-time Employees shall be entitled to up to thirty-two (32) hours of family leave per calendar year. OTFT Employees shall be entitled to family leave credits on a pro rated basis.

January 1 of each year, in addition to the above, full-time Employees shall accrue an additional three point two five (3.25) hours per month to a combined maximum of forty-five (45) hours per calendar year. OTFT Employees shall accrue additional family leave on a pro rata basis to a combined maximum total of forty-five (45) hours per calendar year.

This benefit shall not accumulate from year to year.

The above Family Leave accumulation formula will cease December 31, 2010. Effective January 1, 2011 Full-time Employees shall be credited with forty-five (45) hours based on hours paid in the previous calendar year. OTFT Part-time and OTFT casual/relief Employees shall be credited with pro-rated hours based on hours paid in the previous calendar year.

This benefit shall not accumulate from year to year.

Article 17.15 Medical Care Leave

An Employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time may be granted definite leave of absence with pay. Such leave shall not exceed sixteen (16) hours per payroll year and the Employee shall provide a copy of notice of confirmation of appointment to their immediate supervisor.

Article 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.**

Current Article 19.02 becomes part of agreed to 19.01.

In addition to the above allowances, Employees shall receive any increase in the biweekly Northern District Allowance in accordance with SGEU/PSC rates.

The Northern District Allowance rates were agreed to on June 24, 2009.

Article 19.02 Vacation for Hard to Recruit Classifications

For hard to recruit/retain classifications, in order to allow all Employees to have vacation; the Employer may contract out for the requested vacation period.

Article 19.07 Medivac Allowance

An Employee assigned to travel medivac shall be paid sixty dollars (\$60.00) per round trip in addition to any other provisions of the Collective Agreement.

Article 19.08 Retention Strategies

The following classifications shall be eligible for the annual retention payment:

Kelsey Trail Health Region (Cumberland House)
Dental Assistant

Mamawetan Churchill River Regional Health Authority (La Ronge, Creighton)
Licensed Practical Nurse
Licensed Practical Nurse Working Supervisor
Medical Laboratory Technologist & X-Ray Technician
Diagnostic Medical Sonographer Working Supervisor
Medical Laboratory Technologist I
Medical Laboratory Technologist II
Combined Laboratory & X-Ray Technician
Health Information **Management** Practitioner
Health Information **Management Coordinator**
Dental Assistant
Head Cook
Cook
Occupational and Physical Therapy Assistant

Keewatin Yatthé Regional Health Authority (La Loche, Buffalo Narrows, Ile a la Crosse, Beauval)
Combined Laboratory & X-Ray Technician
Licensed Practical Nurse
Dental Assistant
Payroll & Benefits Officer
Licensed Practical Nurse Working Supervisor
Medical Laboratory Technologist Supervisor

All qualified Employees shall receive annual retention payments after each year of service in the North. Employees shall receive the retention payment annually on their hiring anniversary date. The annual retention payment shall be prorated for OTFT Employees.

The annual retention payments for the eligible classifications shall be as follows:

	<u>April 1, 2006</u>
La Loche	\$3,000.00
Ile a la Crosse	\$2,835.99
Buffalo Narrows	\$2,564.00
Cumberland House	\$2,305.00

Beauval	\$1,582.00
Creighton	\$1,282.00
La Ronge	\$1,250.00

An Employee who transfers or terminates prior to completion of a full year of service, shall be eligible for a retention payment on a prorated basis if the Employee has completed six (6) or more months of continuous service since her/his last employment anniversary date. The prorated calculation will be in direct relation to the Employee's paid hours as compares with full-time annual hours of work.

LETTER OF UNDERSTANDING - #2
Between
Saskatchewan Association of Health Organizations
And
The Saskatchewan Government and General Employees' Union

Re: 11.78 Hour Extended Shift Agreement
Kelsey Trail Health Region, Mamawetan Churchill River Regional Health Authority, Keewatin Yatthé Regional Health Authority

The parties agree to the following modified shift schedule provisions for Employees wishing to work an extended **eleven point seven eight (11.78) hour shift arrangement**.

An extended shift schedule may only be implemented at the request of the Employees in a Unit/Program/Department and with the approval of the Employer. If agreed to, the Employer and the Local Union shall sign a pro forma Letter of Understanding setting out the agreement of the parties to allow an extended **eleven point seven eight (11.78) hour shift schedule** for the specific group of Employees.

The extended shift schedule shall be for a trial period of six (6) months. Both the Employer and the **Union** shall provide the other party with a minimum of ninety (90) days notice of intent to terminate the extended shift **agreement** during the trial period. If the **Union** and the Employer agree to extend the modified shift schedule beyond the trial period, the same provisions regarding termination of it, as stipulated in the trial period, shall apply. An orderly return to an eight (8) hour shift schedule shall then be agreed upon.

The extended shift schedule shall ensure:

- The Employer incurs no additional cost.
- Regular hours of work for Employees shall be eleven point seven eight (11.78) consecutive hours per day. It is agreed that eleven point seven eight (11.78) hours shall be equivalent to eleven (11) hours and forty-seven (47) minutes. Full-time Employees shall be scheduled for twelve (12), **eleven point seven eight (11.78) hour shifts** and one (1) eight (8) hour shift in a twenty-eight (28) day period. The twenty-eight (28) day period shall total one hundred and forty nine point three six (149.36) hours of work.
- Overtime shall be paid for all time worked in excess of eleven point seven eight (11.78) hours or eight (8) hours respectively, in a day, as per Article 10.15 – Overtime Rates of Pay and/or all time in excess of one hundred and forty nine point three six (149.36) hours in an identified twenty eight (28) day period.
- Each extended shift of eleven point seven eight (11.78) hours shall be:

- Inclusive of three (3) paid fifteen (15) minute rest periods, and
- Exclusive of one (1) unpaid forty-five (45) minute meal period.

Each shift of eight (8) hours shall be:

- Inclusive of two (2) paid fifteen (15) minute rest periods, and
 - Exclusive of one (1) unpaid thirty (30) minute meal period.
- No more than four (4) consecutive eleven point seven eight (11.78) hour shifts shall be scheduled, other than by mutual agreement between the Employer and the Employee.
 - No less than two (2) consecutive days off.
 - Every second weekend off or no more than two (2) consecutive weekends worked and two (2) weekends out of four (4) off, unless mutually agreed otherwise.

A weekend shall be defined as the consecutive hours between 0001 hours Saturday and 0700 hours Monday, unless the Employee's schedule requires her/him to work an extended shift on Friday which continues into Saturday, in which case the Employee's weekend shall be defined as 0800 hours Saturday to 1900 hours Monday.

- **A shift premium of one dollar and fifty cents (\$1.50)** shall be paid for all hours worked between 1500 and 0800 hours.
- For Statutory Holidays falling on an Employee's day off, the Employee shall receive an eight (8) hour day off with pay.

Statutory Holidays off or days in lieu of Statutory Holidays shall be scheduled for an eight (8) hour shift.

All hours worked on a Statutory Holiday by an Employee working an extended shift schedule shall be paid at the rate of one **and one half** (1 1/2) times. A day off in lieu of working the Statutory Holiday shall be an eight (8) hour **shift**.

NOTE: The terms of this Letter of Understanding shall not alter the terms of existing extended shift arrangements.

Letter of Understanding #10
Between
Saskatchewan Association of Health Organizations (SAHO)
And
Service Employees International Union (SEIU),
Canadian Union of Public Employees (CUPE)
And
Saskatchewan Government and General Employees' Union (SGEU)

Re: Extended Health and Enhanced Dental Benefits Plan

Delete LOU.

LETTER OF UNDERSTANDING - #11
Between
Saskatchewan Association of Health Organization (SAHO)
And
Service Employees International Union (SEIU),
Canadian Union of Public Employees (CUPE)
And
Saskatchewan Government and General Employees' Union (SGEU)

Re: Review of Emergency Medical Services (EMS) Issues

Delete LOU

Letter of Understanding #14
Between
Saskatchewan Association of Health Organizations (SAHO)
And
Service Employees International Union (SEIU),
Canadian Union of Public Employees (CUPE)
And
Saskatchewan Government and General Employees' Union (SGEU)

Re: Review Of Technologist/Technician Classifications

Delete-the review is completed.

LETTER OF UNDERSTANDING - #xx
Between
Saskatchewan Association of Health Organization
And
Saskatchewan Government and General Employees' Union

Re: Licensed Practical Nurses

The Kelsey Trail Health Region, the Mamawetan Churchill River Regional Health Authority and the Keewatin Yatthé Regional Health Authority are committed to enabling Licensed Practical Nurses to perform the full scope of their duties based on the model of care being provided.

The Health Regions shall have in place nursing policies and procedures which are consistent with the professional associations standards of practice and legislation that applies to Licensed Practical Nurses.

SAHO and the Health Regions designated above endorse and support the optimal utilization of LPNs' professional skills.

Housekeeping Proposals

SAHO maintains its proposals tabled on October 28, 2008 as they relate to timeliness and the deletion of language with respect to dates which are no longer current for the following articles:

- 8.12 Responsibility Pay
- 12.02 Pension Plan
- 14.03 Annual Vacation Entitlement
- 18.01 Transportation Allowance
- 18.13 Professional Fees