

**Offer to Settle all Outstanding Issues
Presented to SEIU 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 unless it is mutually agreed between the parties to reopen a provision to allow for amendments.

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

Effective the date of signing of the Collective Agreement, the following classifications will receive a market adjustment as outlined below:

	Base rate	Market Adjusted Rate
Combined Laboratory and X-ray Technician	\$26.92	\$30.15
Laboratory Assistant	\$19.29	\$20.12
Medical Radiation Technologist	\$31.69	\$32.19

3. Job Evaluation Proposals

SAHO proposes the Maintenance Committee expedite (to be 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 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~~ **Chair** 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~~ **Chair** 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~~ **Chair** 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 Chair ~~upon agreement by the Parties. Where the Parties cannot agree to a sole Chair 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~~ Chair

- 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~~ **Chair**.
- ~~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 ~~Chair~~ **Chair 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~~ **Chair** 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~~ **Chair** 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 **Chair** ~~Chair 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~~ **Chair** 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 Chair 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 Chair 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 Chair of the Dispute Resolution Process and any other common costs. The parties shall mean SAHO and the Unions (SEIU, CUPE, SGEU).

All outstanding grievances related to any bundling issues addressed in this letter of understanding shall be considered resolved and withdrawn.

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/CLASSIFICATIONS

- 1) **All 300 series jobs/classifications, other than those that went through the Tribunal process, shall be reviewed by an agreed to third 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 third 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 the 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.

All outstanding grievances related to any 300 series job/classification issues addressed in this letter of understanding shall be considered resolved and withdrawn.

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. Licensed Practical Nurses

NEW LOU:

**LETTER OF UNDERSTANDING
BETWEEN
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS
AND
SERVICE EMPLOYEES INTERNATIONAL UNION**

Re: Licensed Practical Nurses

The Cypress Health Region, Five Hills Health Region, Heartland Health Region and the Saskatoon Health Region 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.

5. Proposals Specific to SEIU

4.05 Return to Work and Duty to Accommodate

- a) 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 return to their regular duties as a consequence of an occupational or non-occupational disability, or as a consequence of limitations as a result of illness or injury or who otherwise require accommodation as set out in the Saskatchewan Human Rights Code, the Saskatchewan Human Rights Code-Regulations, *The Saskatchewan Labour Standards Act* and *The Saskatchewan Occupational Health and Safety Act*. **It is recognized that employees may be supernumerary dependant on the terms of their Return to Work/Duty to Accommodate.**

Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union and the employee. All parties shall work cooperatively to foster an atmosphere conducive to accommodation.

- b) Employee Wages, Benefits and Seniority

The Return to Work or Duty to Accommodate Program must be organized so that it is not discriminatory with regard to an employee's disability or limitations resulting from an illness or injury. When placing an employee in accordance with Article 4.05 f) consideration shall be given to the employee's wages, benefits and seniority accrual. **Seniority shall be calculated in accordance with Article 9.02 j.**

- c) Medical Information

It will be the responsibility of the employee returning to work to provide the Employer with initial medical evidence of the limitations **or restrictions** associated with the disability, injury or illness. Further information, if required, shall be provided through the use of the SAHO Work Capacity Assessment form, or another form approved by the Employer. The Employer shall not contact the employee's physician **and/or medical practitioner** without the employee's written consent.

- g) **Modified Position**

Any position with modified and/or bundled duties, as part of a Return to Work/Duty to Accommodate, that is subsequently vacated, shall not be posted with the modified and/or bundled duties. Should the Employer

choose to fill the vacated position, the position will be posted as per the Provincial Job Descriptions and under the terms of Article 11.

Current g) renumbered to h)

5.02 Dues Checkoff

The Employer shall deduct and pay to the Union within fifteen (15) calendar days following the completion of the last payroll period in the calendar month, out of the wages due to the employees, the Union dues, initiation fees, and assessments of the employees. The Employer shall furnish the names of the employees on whose behalf the deductions have been made, together with their employment status (e.g. full-time, part-time, OTFT (Home Care), casual), their home classification, **their job status data**, their hourly rate, the actual hours ~~worked~~ **paid** in each reported period, their gross earnings and the amount of dues and initiation fee (if applicable) deducted from each employee.

ARTICLE 6 - COMMITTEES

6.01 Joint Union Management Committee

- a) At either party's request, a Joint Committee shall be established to deal with such matters of mutual concern as may arise from time to time in the operation of the Employer. It is recognized that the purpose of the committee is to promote joint problem solving.
- b) **Composition**
The committee shall be composed of representatives of the Employer and/or SAHO and the Union. The committee may utilize the assistance of mediation/conciliation services.
- c) **Time Limits**
The committee shall meet as and when required upon request of either party, within seven (7) calendar days.
- d) **Jurisdiction**
The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.
- e) **No Loss of Pay For Joint ~~or Nursing Policy~~ Union Management Committee**
Employees who attend either a Joint **Union Management** Committee ~~or a Nursing Policy Committee~~ meeting shall be released from duty without loss of pay.

6.02 Nursing Policy Committee

- a) Where the Employer establishes committees to deal with nursing policies or procedures the Employer agrees to have Licensed Practical Nurse and Special Care Aide/Home Health Aide representation on the committees.
- b) **No Loss of Pay For Nursing Policy Committee**
Employees who attend a Nursing Policy Committee meeting shall be released from duty without loss of pay.

6.03 Other Committees

Other committees may be established as needed, by mutual agreement.

9.02 Accumulation of Seniority

j) Leave granted under Article 4.04 d);

Part-time, OTFT (Home Care), casual, and temporary employees who are on authorized unpaid leave shall accrue seniority **based on the following formula:**

i) For employees who have worked one (1) year or more:

$$\frac{\text{Hours of Seniority Accumulated During the Previous 52 Weeks}}{52} = \frac{\text{Seniority Hours}}{\text{Per Week of Leave}}$$

ii) For employees who have worked less than one year:

$$\frac{\text{Hours of Seniority Accumulated}}{\text{Number of Weeks of Employment}} = \frac{\text{Seniority Hours Per}}{\text{Week of Leave}}$$

k) Participation in a Return to Work/Duty to Accommodate Program based on the following formula:

i) Full-time employees shall maintain and continue to accrue full-time seniority hours. Any full-time employee required to reduce their hours as a result of a disability shall continue to accrue full-time seniority hours;

ii) Other than Full-time employees who have worked one (1) year or more shall accrue seniority hours based on the greater of:

Their guaranteed hours as per their pre-disability Letter of Appointment; or

$$\frac{\text{Hours of Seniority Accumulated During the Previous 52 Weeks}}{52} = \frac{\text{Seniority Hours Per}}{\text{Week of Participation}}$$

iii) Other Than Full-Time Employees who have worked less than one (1) year shall accrue seniority hours based on the greater of:

Their guaranteed hours as per their pre-disability Letter of Appointment; or

$$\frac{\text{Hours of Seniority Accumulated}}{\text{Number of Weeks of Employment}} = \frac{\text{Seniority Hours Per}}{\text{Week of Participation}}$$

- iv) **Alternatives to the above formulas for Other than Full Time employees shall be considered on a case-by-case basis, as agreed to by the parties.**

11.09 Temporary Vacancies

- b) An employee shall not be considered for another temporary position **unless:**
 - i) **The temporary position being applied for commences within the last thirty (30) calendar days of the temporary position currently held; or**
 - ii) **The temporary position being applied for does not conflict with the schedule of the current temporary position.**

11.10

Casual Hours of Work

a) ~~Aims and Principles~~

~~The parties to this Agreement resolve that the call-in system exists to ensure service continuity in the absence of permanent staff. The call-in system should be:~~

- ~~i) Easy to understand;~~
- ~~ii) Operationally viable;~~
- ~~ii) Seniority driven;~~
- ~~iv) Complementary to the organizational structure;~~
- ~~v) In recognition of employees who commit to permanent part-time employment.~~

a) **Part-time/Casual Employees**

The opportunity for, first part-time, then casual employees to **perform casual work** (additional shifts or enhance their hours) shall increase according to seniority, provided they possess the necessary qualifications and the ability to perform the work.

Part-time employees who perform ~~call-in~~ **casual** work outside their home department and classification will be considered as casual employees.

b) **Procedure**

The parties therefore agree that the following provisions shall apply to all allocation of such work:

- i) Where employees agree to work additional shifts or additional hours that fall outside the assigned schedules, such work shall not be construed as a change of shift;
- ii) Employees shall not perform ~~call-in~~ **casual** work while on:
 - Absence(s) covered by W.C.B. and/or D.I.P. and/or The Automobile Accident Insurance Act;
 - An approved Leave of Absence (paid or unpaid) except as provided for in Article 15.02 Maternity Leave, Article 15.03 Adoption Leave, Article 15.04 Parental Leave, or Article 15.12 Education Leave;
 - Vacation Leave;
 - Sick Leave.
- iii) Employees must fill out one (1) prescribed Pro-Forma ~~Call-In~~ **Casual** Work Availability Form ~~for each call-in list where the employee performs call-in work.~~ **The Pro-Forma Casual Work**

Availability Form will be used for all casual lists where the employee performs casual work. The Department Director or designate shall make such forms available.

The form shall indicate:

- a) Classification(s);
- b) Availability ~~and amount of notice required~~ for additional work (**inclusive of overtime**);
- ~~c) Length and type of shift desired;~~
- c) Agreement to waive ~~weekend overtime rate~~ **third weekend premium** as specified in the ~~Collective Agreement Article 13.16~~; and
- d) Employees working in other departments shall attach a copy of their regularly scheduled hours.

~~Effective July 11, 2006: An employee must fill out a Pro-Forma Call-In Work Availability Form for each call-in list which they are on. Where such form is not submitted, the employee shall not be offered call-in work specific to that call-in list.~~

Where a Pro-Forma Casual Work Availability Form is not submitted, the employee shall not be scheduled or offered work.

iv) **Revisions to Pro-Forma ~~Call-In~~ Casual Work Availability Form**

Employees may revise or amend their Pro-Forma ~~Call-In~~ Casual Work Availability Form quarterly. Such revisions shall take effect on the following dates: February 1st, May 1st, August 1st, and November 1st. Such revisions shall be submitted twenty-one (21) days prior to the effective revision dates.

In addition Employees may also change their Pro-Forma ~~Call-In~~ Casual Work Availability Form under the following circumstances:

- When an employee accepts a permanent part-time position that affects their availability; or

- When an employee accepts a temporary position that affects their availability;
- 1) When an employee returns upon the expiration of a temporary position or under the provision of the trial period, the employee's availability for casual work shall be set out in their prior Pro-Forma ~~Call-In~~ **Casual Work Availability Form** and shall take effect immediately.
- 2) Where the temporary position is for a defined term, the employee shall be eligible for ~~call-in~~ **casual work** based on their prior Pro-Forma ~~Call-In~~ **Casual Work Availability Form** for work that becomes available beyond the end date.
- 3) Where the term of the temporary position is indefinite and the employee is notified of the date of conclusion of the term, the employee's availability for ~~call-in~~ **casual work** shall be as set out in their prior Pro-Forma ~~Call-In~~ **Casual Work Availability Form** immediately upon receipt of such notice.

Short-term periods of unavailability (One (1) week or less) are for unexpected events that could not have been foreseen when the Pro-Forma ~~Call-In~~ **Casual Work Availability Form** was completed. Short-term requests for absences from **casual** availability shall be submitted in writing. Employees wanting time away from the workplace for vacation should request this time in accordance with Article 16.02.

v) **List Determination**

~~Call-in~~ **Casual** lists will be based upon existing practises as of date of signing of the Collective Agreement. The parties signatory to the Collective Agreement may enter into subsequent negotiations to determine the parameters of ~~call-in~~ **casual** lists.

vi) ~~Call-In~~ **Casual** List Eligibility

Dependant upon employment opportunities and employee availability, employees shall be eligible to be on ~~call-in~~ **casual** lists as agreed by the parties. In the absence of such agreement, employees shall be eligible to have their names on three (3) ~~call-in~~ **casual** lists.

No additional employees shall be hired until such time as other than full-time employees have been afforded the opportunity to

orient in and be placed upon the **casual** lists as provided above. Employees seeking ~~call-in~~ **additional hours of work** shall make advance written application to the Department Director or designate and shall indicate their qualification and specific training. **Employees are responsible for providing copies of the Pro-Forma Casual Work Availability Form when seeking additional hours of work in another department.**

An employee on a ~~call-in~~ **casual** list who has not worked for one hundred and eighty (180) ~~ninety (90)~~ consecutive calendar days shall be removed therefrom. The Employer shall provide written notification to the employee of such removal, with a copy to the Local Union Office. ~~In the event that an employee has not been called to be offered work within the one hundred and eighty (180) day period, the employee shall not be removed.~~

New employees shall be included on the ~~call-in~~ **casual** list based upon their date of hire, until such time as their seniority has been established pursuant to Article 9. In the event that the date of hire is the same for two (2) or more employees, ~~call-in~~ **casual** placement shall be determined by earliest month of birth.

vii) **Hours of Work and Days Off**

Unless overtime is paid in accordance with Article 13.08, employees cannot work in excess of eight (8) hours per day or one hundred and twelve (112) hours per three (3) week period. No waiver of such overtime pay shall be requested or allowed.

Employees shall receive no less than six (6) days off per three (3) week period.

Employees must advise their Employer that they will be in an overtime situation if offered or assigned additional work which exceeds eight (8) hours per day, or one hundred and twelve (112) hours per three (3) week period unless covered by an extended shift agreement, or if they will not have eight (8) consecutive hours of rest.

When employees work in the bargaining unit under the provisions of an extended shift agreement and in another department with regular hour of work, their call-in availability shall be determined in accordance with Article 13.05 h).

NOTE: HOURS OF WORK APPLICABLE TO OTFT (HOME CARE) ARE AS PER ARTICLE 13.02.

When employees work in the bargaining unit for both Home Care and any other facility or agency, the hours of work provisions contained in Article 13.02 shall govern if the employee has any hours of work within home care on a given day, but in no case shall the employee work in excess of eight (8) hours within the other facility or agency.

viii) **Hours of Rest**

After completing a shift, employees must have eight (8) consecutive hours of rest before commencing their next shift. Notwithstanding the above, in the event an employee works more than one (1) shift in a day, not exceeding a total of eight (8) hours, the employee shall receive eight (8) consecutive hours of rest before commencing their next shift.

ix) For the purpose of applying paragraphs vii), viii) and ix) above, the definition of a day shall mean the period commencing at 0001 hours and ending at 2400 hours.

x) ~~Employees shall be offered additional work that becomes available in order of seniority as follows:~~

~~1. First (1st) preference shall be given to qualified part time employees within their home department and classification. Second (2nd) preference shall be given to qualified casual employees on the call-in list(s):~~

~~a) Where work becomes available within twenty four (24) hours it shall be offered to employees in order of seniority not excluding employees who are on short shifts or scheduled to work short shifts. If there is no immediate personal response to such a call, the shift shall be offered to the next senior employee on the list. Only one (1) enhancement of hours shall be offered per twenty four (24) hour period, in the circumstances where work becomes available within twenty four (24) hours notice.~~

~~b) For work that becomes available with more than twenty four (24) hours notice, employees shall be given a definite date and time deadline for responding.~~

~~e) It is agreed that Call-In Postings may be utilized in accordance with Article 11.11 Call In Postings.~~

Employees shall be offered scheduled additional work that becomes available in order of seniority as follows:

1. Casual Work Outside the Posted and Confirmed Period

- a) Where additional work becomes available outside the posted and confirmed period, the Pro-Forma Casual Work Availability Form shall be used to schedule casual work in order of seniority, first to part-time, then to casual Employees who are on the casual list. No Employee shall be scheduled more than 112 hours in a three-week period unless covered by an extended shift agreement. All scheduling provisions of Article 13.05 shall apply.
- b) The Employer will notify the employee as soon as possible that they have been scheduled.
- c) Where an employee has casual work scheduled outside the posted and confirmed period as per a) above, the Employer agrees that such work shall be guaranteed within the twenty-eight (28) calendar day provisional work schedule, subject to 13.05 g).

2. Casual Work Inside the Posted and Confirmed

- a) Where additional work becomes available inside the posted and confirmed period, the Pro-Forma Casual Work Availability Form shall be used to offer casual work in order of seniority, first to part-time, then to casual Employees who are on the casual list. No Employee shall be offered more than 112 hours in a three-week period unless covered by an extended shift agreement. All scheduling provisions of Article 13.05 shall apply.
- b) Where additional work becomes available inside the posted and confirmed period, if there is no immediate personal response to an offer of additional work, the shift shall be offered to the next senior employee on the list.

- c) Only one (1) enhancement of hours shall be offered per shift. ~~per twenty four (24) hour period~~

3. APPLICABLE TO HOME CARE ONLY:

- a) Available work will be assigned to employees who have down time within their guaranteed hours;
 - b) If not filled, it will be offered to senior and available part-time employees who are currently working that day;
 - c) If still not filled, it will be offered to senior and available other than full-time or casual employees who are currently working that day;
 - d) If not filled, it will be offered to senior and available part-time employees who are not working that day;
 - e) If not filled, it will be offered to senior and available other than full-time or casual employees who are not working that day.
- xi) Employees cannot give up shifts in a department and classification to work in another department and classification.

Except as otherwise provided in this Article, employees shall be expected to work their scheduled shifts. It is further understood that once an employee **is scheduled to work** or accepts an offer of additional work, he/she is obligated to report for that work unless subsequently granted paid or unpaid leave pursuant to the Collective Agreement.

- xii) ~~Call-in~~ **Casual** lists shall be maintained on a quarterly basis. A copy of the most current list(s) shall at all times remain posted or otherwise conspicuously displayed. In case of any dispute regarding ~~call-in~~, **casual work**, the Union shall forthwith be provided with a copy of the applicable ~~call-in~~ **casual** list.
- xiii) Employees offered additional shifts in error can have those shifts changed within the posted and confirmed period without the triggering of overtime, as a result of a changed schedule, provided the Employer makes such change within forty-eight (48) hours of offering the additional shift(s) in error.

In the event that an error is discovered more than forty-eight (48) hours after it was made, the Employer shall offer the work to the senior employee while honouring the commitment made to the junior employee.

If the error is discovered and reported to the Employer or designate no later than seven (7) calendar days after the work is performed, the senior employee not called shall be ~~paid for all lost hours~~ **scheduled for casual hours equal to the hours of the error according to the Pro-Forma Casual Work Availability Form.** After the seven (7) days, the Employer will not be subject to ~~payment~~ **scheduling of additional hours.**

- xiv) Where an employee is consistently unavailable for ~~call-in~~ **casual** work, the Employer shall meet with the employee and the Union to advise that the Pro-Forma ~~Call-In~~ **Casual** Work Availability Form has not been met. The parties shall review with such employee whether the employee continues to be available for future ~~call-in~~ **casual work**. As a result of such meeting the Employer may take appropriate actions including: Amendments to the employee's Pro-Forma ~~Call-In~~ **Casual** Work Availability Form for the current and/or following quarterly period; or movement to the bottom of the call-in list for the current and/or following quarterly period.
- xv) This protocol applies to additional work which was not foreseen when the master rotation was created by each department. It in no way supersedes or replaces the scheduling or posting provisions of the Collective Agreement, and the parties hereto agree to apply this protocol in a manner complementary to other provisions of the Collective Agreement.
- xvi) The parties acknowledge that matters contained herein require their full co-operation and consequently they agree to make every effort to meet and address points of dispute. ~~Matters not resolved may be referred to the grievance procedure at Step Two (2).~~
- xvii) The ~~call-in~~ **casual hours of work** system provided in this Article shall be implemented unless and until the **parties agree otherwise**. All such improvements and/or refinements shall be reduced to writing. Should a more specialized local agreement be terminated by either Union or Employer, this Article shall apply from the expiration of any required notice period, or the date of termination, whichever is the later.

13.05 Work Schedules

g) When an employee returns unexpectedly from any leave listed below, the employee scheduled to work shall have her/his shifts cancelled without any notice and without any cost to the Employer:

- i) Article 15.03 Adoption Leave;
- ii) Article 15.04 Parental Leave;
- iii) iii) Article 15.05 Family Illness Leave;
- iv) iv) Article 15.06 Pressing Necessity;
- v) Article 15.07 Medical Care Leave;
- vi) Article 15.08 Bereavement Leave;
- vii) Article 15.09 Union Leave;
- viii) Article 15.13 Paid Jury or Court Witness Leave;
- ix) Article 15.15 Compassionate Care Leave;
- x) Article 24.01 Sick Leave;
- xi) Article 24.02 The Automobile Accident Insurance Act Benefit Coverage;
- xii) Article 25 Workers' Compensation; or
- xiii) Article 26.01 Disability Income Plan.

When an employee returns from a leave listed below, the returning employee shall be required to provide notice of no less than two (2) calendar weeks in advance of the actual week being worked as defined in Article 13.04. **The employee scheduled to work shall have her/his shifts canceled without any notice and without any cost to the Employer:**

- i) Article 15.01 General Leave;
- ii) **Article 15.02 Maternity Leave**
- iii) Article 15.10 Leave for a Union Position;
- iv) Article 15.11 Election to Professional Association;
- v) Article 15.12 Education Leave; **or**
- vi) Article 15.14 Leave for Public Office.

~~When an employee returns from a leave **below** under Article 15.02 Maternity Leave the employee scheduled to work shall have his or her shifts cancelled with the two (2) weeks notice and without any cost to the Employer.~~

Proposed Interpretation Bulletin re: Difference between Overtime and Call Back.

Overtime

1. If overtime to be worked is less than or equal to the minimum report period, either on the front end or the back end of an existing shift, the **Senior** employee working the shift or scheduled to work the shift shall be offered the overtime.
2. If the overtime to be worked is greater than the minimum report period, it shall be offered by seniority to employees within the department in the same classification.
3. An employee who reports back to work for overtime shall not receive either shift or weekend premium.

Call Back

1. Any employee on standby is required to report to work under call back.
2. Call back work is work regarding a specific situation that is required to be done, but may not require a specific employee to report to perform the work. Any employee who is not on standby assignment shall not be required to work under call back.
3. Any employee who is called to report back to work to address a specific situation shall report under call back. The employee shall remain at work only until the specific situation **has been** addressed and/or resolved, but shall be paid a minimum of 2 hours pay at the applicable call back rate. The call back may continue beyond 2 hours until the specific situation **has been** addressed **and/or** resolved. If the employee is called back a second time within 2 hours of the original call back, he/she will not be paid an additional amount for such call back.
4. Employees who report to work under call back shall not be assigned additional work that was not contemplated in the specific situation that generated the employee being called back to work.
5. Any employee, who reports to work under call back **and requires transportation, will use either the taxi company designated by the employer or they** shall be reimbursed in accordance with Article 13.13 Transportation Allowance.

It is understood that where no Employees are available, Article 13.09 Overtime Against Wishes may be utilized.

14.03 Working on a Statutory Holiday

b) All Other Than Full-Time Employees

- i) Who do not work on a Statutory Holiday shall receive time off with pay in lieu of Statutory Holiday pay calculated on the basis of the following formula, whichever is the **greater to a maximum of eight (8) hours**:

If the employee has been **paid** at least two (2) of the four (4) previous days of the same name as the day that the holiday falls on, Statutory Holiday pay for the average number of hours paid on those days, **based on the hourly rate of pay in the employee's home job**;

OR

Number of Paid Hours In
The Immediately Preceding X Normal Full-Time
Four (4) Week Period Hours per day
149.3

X Employee's Hourly = Statutory
Rate of Pay **in their** Holiday Pay
Home Job

- ii) Who work on a Statutory Holiday shall be paid at the rate of one and one-half (1 ½) times the regular rate plus shall receive time off with pay in lieu of Statutory Holiday pay, calculated in accordance with either of the above formula (whichever is greater).

- iii) The parties agree that such time off in lieu, in accordance with Article 14.03 b) i) or Article 14.03 b) ii) shall be maintained in a bank and, after having received confirmation that the employee has accumulated eight (8) hours, such time shall be paid out in a three (3) week period where the employee has been paid or scheduled one hundred and four (104) hours or less. Such time shall be paid as follows:

- a) In a three (3) week period during the current payroll year preceding the date of confirmation of accumulation of eight (8) hours; or
- b) If the employee has paid hours of greater than one hundred and four (104) in all preceding three (3) week periods during the current payroll year referred to in a) above, the

accumulated eight (8) hours shall be paid in the first three (3) week period in which the employee is not scheduled for greater than one hundred and four (104) hours.

The designated three (3) week period in which the hours are paid shall be reduced by eight (8) hours for each Statutory Holiday off in accordance with Article 13.01. In no event shall an Other Than Full-Time employee earn accumulated time in excess of **ninety-six (96) hours** per calendar year.

- iv) Where the parties agree otherwise and other than full-time employee(s) receive Statutory Holiday pay calculated on the basis of the formula contained in Article 14.03 b) i) during the three (3) week period in which the holiday occurs, such agreement shall be in accordance with Letter of Understanding #28.
- v) **Where the Employer is unable to pay such accumulated time off in lieu using the above process, the Employer shall pay out the remaining time off in lieu at the end of the fiscal year. Such payment shall not result in the payment of overtime.**
- c) In the event that any Statutory Holiday(s) occur during the first (1st) thirty (30) consecutive calendar days of any unpaid leave of absence, the employee shall be entitled to time off with pay in lieu of Statutory Holiday pay, pursuant to Article 14.03 a) or b).

15.01 General Leave of Absence

- a) Insofar as regular operations permit, **general** leave of absence without pay shall be granted to the employee provided the employee furnishes reasons for requiring such leave. The Employer shall respond to all requests for leave of absence within seven (7) days of receipt of the request **by informing the employee that the request for leave of absence is approved, denied or that further assessment is required. If the request for the leave of absence is denied, the reasons for denial will be provided. Should the response indicate further assessment is required, the Employer shall indicate an expected time and/or date when such assessment will be completed.** All requests for leave of absence shall be submitted in writing to the person responsible for scheduling with a copy to Human Resources and a copy to the Local Union Office when leaves are denied.
- b) **As set out in paragraph a) above, where a general leave of absence is requested by an employee for the purposes of him/her engaging in alternate employment such leave shall not exceed the period of one (1) year from his/her permanent position.**
- c) **Where an employee on a general leave of absence is engaged in alternate employment with another Saskatchewan Regional Health Authority and/or Affiliate, or the Union such leave may be extended beyond the one (1) year set out in paragraph b) as follows; upon the relinquishment of their permanent position, the employee shall be granted casual status and placed on general leave of absence status for up to a maximum of two (2) years from such casual employment with the Employer.**

The SAHO Committee agrees to this proposal with the understanding that the parties may, by mutual agreement, determine instances when the general leave of absence status (in paragraph c) above ought to be extended beyond the two (2) year maximum set out therein. Further, it is understood that the Employer will not deny/withhold Union Leave(s) requested under Article 15.09 or 15.10 as a result of agreement to the above revisions.

15.08 Bereavement Leave

- a) The purpose of bereavement leave is to provide a period of absence from the workplace from the date of death up to and including two (2) days after the funeral. **Where there is a memorial service instead of a funeral, the period of absence from the workplace for the purposes of bereavement leave shall be the same.**
 - i) In the event of the death of a parent, spouse, brother, sister, child, common-law spouse, former guardian, fiancé, grandchild or someone with whom the employee has had a similar relationship, the employee shall receive time off from work without loss of pay and benefits to a maximum of four (4) days based on their scheduled shifts; or
 - ii) In the event of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, niece, or nephew the employee shall receive time off without loss of pay and benefits to a maximum of two (2) days based on their scheduled shifts; or
 - iii) In the event of the death of another person not specified in i) or ii) above with whom the employee has had a relationship and is required to administer bereavement responsibilities, the employee shall receive time off from work without loss of pay and benefits to a maximum of two (2) days based on their scheduled shifts.
- b) Where an employee is required to travel over five hundred (500) kilometres one way to attend the funeral the employee shall receive a maximum of two (2) additional days leave without loss of pay and benefits based on their scheduled shifts. Such leave shall be continuous with the leave as defined in paragraph a).
- c) **Where there has been a funeral, an employee may access one (1) day of bereavement leave for the purpose of attending a memorial service so long as the total period of absence does not exceed the maximum as per a) i) through iii) and b) above and the memorial service occurs within one (1) year from the date of death.**
- d) The employee may also request vacation, Statutory Holidays, or unpaid leave of absence as may be required.

It is understood that SEIU's proposal to add aunt/uncle and mourners leave to ii) above remains a common table issue.

16.02 Vacation Period and Posting

The vacation period shall be April 1st to March 31st of the following calendar year.

Annual vacation time shall be regulated on a mutually agreed basis. In case of disagreement, seniority shall govern within the department. However, employees who do not request vacation time before April 1st of each year shall forfeit their right to use seniority. Vacation requests after this date shall be governed on a first-come, first-serve basis and the Employer shall provide a response within seven (7) days. The Employer agrees to give reasonable consideration to all requests submitted with less than seven (7) days notice.

- i) The Employer shall post any guidelines that will be relied upon in responding to employee requests for vacation dates or periods. 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;
- ii) For vacation dates or periods during the month of April, such requests must be made by March 1st and confirmation must be given by March 15th;
- iii) Employees will indicate their choices of dates for the vacation year by April 1st. Up to a maximum of four (4) choices of dates or periods will be granted by seniority;
- iv) Vacation schedules shall be posted by April 30th of each year. Once posted, these dates cannot be changed without 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;
- v) In cases where all vacation has not been scheduled in accordance with i), ii), and iii) above, a second (2nd) posting of unexpended vacation credits will occur by October 1st to allow employees to schedule unexpended vacation credits for use by March 31st. Employees will indicate their choices of dates for usage or submit their request for deferral by October 15th. This second (2nd) vacation schedule shall be posted by November 1st of each year. **Where an employee's vacation remains unscheduled or not deferred after the second (2nd) posting, the employee shall indicate preferred dates by November 15th.**

Where these preferred dates are not approved or where the employee does not indicate preferred dates, the Employer shall, subject to 16.11, either:

- a) **Schedule vacation with four (4) weeks notice to the employee; and/or**

b) **Pay-out the remaining vacation provided the employee has accessed a minimum of three (3) weeks vacation as per 16.04.**

~~Unscheduled vacation after this second (2nd) posting must be scheduled by mutual agreement between the employee and the Employer.~~

- vi) Employees on staff as of April 1, 1999, and formerly covered by the CUPE 600 or SGEU/PSC Agreements shall continue to be entitled to take vacation entitlements in advance of it being earned.

16.11 Deferral of Vacation Credits

The vacation entitlement contained herein will be taken by all the employees annually, subject, however, to the provision that the employees may make application (prior to October 15th) to the Employer for vacation credit deferment **to a maximum of forty (40) hours**. The application shall indicate when the deferred vacation is preferred to be taken. **If application is not made to defer vacation credits, the unscheduled vacation credits will either be scheduled or paid out as per 16.02 v). Such payouts shall not result in overtime.** Seniority rights for deferral of accumulated vacation credits may be lost where such vacation would interfere with the normal operation of the facility or the right of others.

13.01 a) Standard Application

- i) Normal full-time hours of work 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 meal period) calculated from December 5, 1999. Hours worked in excess of the above-stated hours shall be classed as overtime and paid at overtime rates of pay.

For the purposes of calculating eight (8) hours per day or one hundred and twelve (112) hours per three (3) week period, ~~paid~~ vacation (**excluding vacation pay-outs**), sick leave, paid and unpaid leave of absence ~~and pay for call-in errors~~, and Statutory Holiday Pay shall be included.

18.02 Return to Previous Job Classification

An employee who returns ~~within three (3) calendar years~~ to a previously held job classification (**either JJE classification or pre-JJE job classification now included in a JJE classification**) within the Regional Health Authority shall be paid **either** at the step in the applicable Pay Band at which the employee was being paid when the employee last occupied that job classification **or as determined in the October 3, 2003 Memorandum of Agreement, Number 7 “Steps”, whichever is greater.**

18.03 Recognition of Previous Experience

Employees commencing employment **or employees commencing employment in a classification never held previously** who have previous experience related to the position applied for, relevant and acceptable to the Employer, shall be placed in the step of the applicable Pay Band set out below in accordance with the following:

- a) Less than one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at Step 1 (start);
- b) One (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at Step 2 (one (1) year);
- c) Two (2) years of experience in the four (4) years immediately preceding the date of employment shall be placed at Step 3 (two (2) Year);

Where previous experience has been obtained through recent service in other than full-time employment, recognition of such previous experience will be based on the number of hours paid. One (1) year of experience will be recognized for each full one thousand nine hundred and forty-eight point eight (1948.8) hours of recent service in the qualifying period.

23.05 Medical Examinations, Immunizations and Infectious Disease

- a) If pre-employment or subsequent medicals ~~or immunizations~~ should be required by the Employer or under current legislation time lost due to such requirements shall not result in loss of pay or sick leave credits.

Where an employee is required to undergo a medical examination in order to maintain licensing requirements which are a condition of employment, the costs associated with such medical examination to a maximum of seventy five dollars (\$75) per medical shall be reimbursed by the Employer less any subsidy/rebate provided by Saskatchewan Government Insurance.

- b) Time lost as a result of immunization(s), as required for health care workers in accordance with the Canadian Immunization Guide ~~and the Centre for Disease Control~~, shall not result in loss of pay or loss of sick leave credits. **The Employer agrees to provide immunization(s) as required for health care workers in accordance with Canadian Immunization Guide.**
- c) Employees who are quarantined or prohibited from working by the Employer **or the Medical Health Officer** 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 credits.
- d) **In the case of other than full time employees, where the provisions of a), b) or c) are invoked, wages and benefits shall be based on the number of shifts scheduled within the posted and confirmed period prior to the absence. Outside the posted and confirmed period, wage and benefits shall be based on the average number of paid hours, in the previous twelve (12) month period preceding the date of such time lost, or since the date of hire, or as stated in their letter of appointment, whichever is greater.**

23.0x NEW Tuberculosis Compensation

i) Compensation Payable

An employee who contracts Tuberculosis as a result of exposure to the disease as a result of employment in the Regional Health Authority shall be compensated in accordance with Article 23.05 c) and d). Compensation shall continue until such time as the employee is fit to return to work or can be accommodated as per Article 4.05.

ii) Compensation/Testing

- a) Where an Employer requires an employee to be tested for Tuberculosis and such testing is outside of the community in which the employee lives, the employee shall be compensated for all lost time and expenses including travel costs as per Article 13.13.**
- b) An employee who has been prohibited from working by the Employer pending investigation of the clinical signs of Tuberculosis shall be compensated in accordance with Article 23.05 c) and d).**

iii) Compensation Not Payable

- a) Those new employees showing evidence of arrested Tuberculosis will not be eligible for compensation.**
- b) Those new employees showing evidence of inactive Tuberculosis who have never required treatment for the disease will not be eligible for compensation, if active Tuberculosis is discovered within the first twelve (12) months of their employment.**
- c) 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.**
- d) Compensation under this Article will not be paid to an employee who fails to cooperate with treatment, as specified by a qualified physician and/or medical practitioner, or who fails to provide ongoing proof of illness at reasonable intervals.**

23.0X Outbreak

Notwithstanding Article 23.0X Influenza Vaccine, the following shall apply in the event of an outbreak.

Where, as a result of an outbreak declared in a facility, site or work area, employees who are quarantined or prohibited from working as a result of exposure to an infectious disease as a result of employment in the Regional Health Authority, employees shall be compensated in accordance with Article 23.05 c) and d).

- a) Employees Who Work in Multiple Facilities, Sites or Work Areas During an Outbreak**
- i) During an outbreak, if an employee works in multiple facilities, sites or work areas, and is exposed at one (1) or more facilities, sites or work areas and thereby prohibited from working in other facilities, sites or work areas, the employee will have any scheduled shifts transferred to the exposed facility(ies), site(s) or work area(s). Where an employee becomes ill during an outbreak, he/she shall be compensated in accordance with Article 23.05 c) and d).**
- ii) If an employee who has not been exposed works in multiple facilities, sites or work areas and one or more of those facilities, sites or work areas is in outbreak, the employee may have one (1) or more of their scheduled shifts transferred to a facility(ies), site(s) or work area(s) that is not in outbreak. In no event shall an employee have his/her scheduled shifts cancelled as a result of an outbreak. However, once an employee is exposed a) i) shall apply.**
- b) Relief Work for Employees Who Work in Multiple Sites or Work Areas During an Outbreak**
- i) During an outbreak, employees who have been exposed will not be offered or scheduled relief work under Article 11.10, Article 13.08 or Article 13.12 in a facility, site or work area that is not in an outbreak.**
- ii) During an outbreak, employees who have not been exposed shall not be offered or scheduled relief work in an exposed facility, site or work area under Article 11.10, Article 13.08 or Article 13.12.**

Where it becomes operationally necessary to offer or schedule relief work in an exposed site or work area to non-exposed employees, the Employer shall contact the Union to discuss. Such discussions may include employees voluntarily offering to work in the exposed sites.

- c) Employees Who Only Work in the Exposed Facility, Site or Work Area During an Outbreak**
 - i) Where an employee only works in a facility, site or work area that is in outbreak, the employee shall continue to work in that facility, site or work area.**
 - ii) Employees who are casual or part-time in a facility, site or work area that is in outbreak shall be offered or scheduled relief work under Article 11.10, Article 13.08 or Article 13.12.**

23.0X 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 medication is not covered by some other source, the Employer shall pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during the employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.**
- (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 contra-indicated, 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 24.05. 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.**

**LETTER OF UNDERSTANDING
#2 RE: SPECIAL CARE AIDES/HOME HEALTH AIDES**

Effective October 3, 2003, all employees who were placed in Provincial Job #22 the Special Care Aide/Home Health Aide job classification and who were not graduates of either the SIAST Special Care Aide Program or the SIAST Home Health Aide Program or an equivalent as of October 3, 2003, were deemed to possess these qualifications. Such employees shall continue to be deemed qualified until their employment is terminated from within the Health Care Provider Units in the Province of Saskatchewan.

After October 3, 2003, should it be necessary to hire a Special Care Aide who is not a graduate of the current SIAST Continuing Care Assistant Program/former SIAST Special Care Aide Program or equivalent, the Employer will give preference to bargaining unit members. Such employees will be required to become qualified within two (2) years at his/her own expense. The Employer shall advise all employees in writing of such requirement, and shall forward a copy of such notification to the Local Union Office. **Where an individual without the qualification(s) or the equivalent experience is hired into, or awarded a position, he/she shall be expected to perform the majority of duties within the time period for on-the-job training as specified within the Joint Job Evaluation Rating Rationale documentation. As a condition of maintaining employment in this position and classification, the individual will need to demonstrate they have embarked on/enrolled in a program or process that will result in he/she obtaining the qualifications set out in the JJE Job #22 - Home Care/Special Care Aide within two (2) years. As well, the individual will need to demonstrate an ongoing participation in the program or process, at a minimum of every 6 months.**

Where such employee has actively pursued these educational requirements and has failed to complete same within the two (2) year period, the parties agree that the employee shall be afforded the opportunity to apply for an extension based upon their extenuating circumstances. Should an employee fail to become qualified within the two (2) year period and an extension is either not granted or applied for, the parties agree that such employee shall be removed from the Special Care Aide classification and be allowed access to hours of work in an alternate non-nursing department and/or classification in accordance with Article 11.10 c) iii).

After October 3, 2003, should it be necessary to hire a Home Health Aide who is not a graduate of the current SIAST Continuing Care Assistant Program/former SIAST Special Care Aide Program or equivalent, the Employer will give preference to bargaining unit members. Such employees will be required to become qualified within two (2) years at his/her own expense. The Employer shall advise all employees in writing of such requirement, and shall forward a copy of such notification to the Local Union Office. **Where an individual without the qualification(s) or the equivalent experience is hired into, or awarded a position, he/she shall be expected to perform the majority of duties within the time period for on-the-job training as specified within the Joint Job Evaluation Rating Rationale documentation. As a condition of maintaining**

employment in this position and classification, the individual will need to demonstrate they have embarked on/enrolled in a program or process that will result in he/she obtaining the qualifications set out in the JJE Job #22 - Home Care/Special Care Aide within two (2) years. As well, the individual will need to demonstrate an ongoing participation in the program or process, at a minimum of every 6 months.

Where such employee has actively pursued these educational requirements and has failed to complete same within the two (2) year period, the parties agree that the employee shall be afforded the opportunity to apply for an extension based upon their extenuating circumstances. Should an employee fail to become qualified within the two (2) year period and an extension is either not granted or applied for, the parties agree that such employee shall be removed from the Home Health Aide classification and be allowed access to hours of work in an alternate non-nursing department and/or classification in accordance with Article 11.10 c) iii).

**LETTER OF UNDERSTANDING
#7 RE: RETROACTIVE PAYMENTS FOR RETIRED EMPLOYEES**

Delete

LOU #12 RE: ORGANIZATIONAL CHANGE AND/OR REORGANIZATION OF WORK

The parties agree to maintain the current language of LOU#12 on the basis that the parties agree that meaningful consultation includes the production of either a Letter of Understanding or Memorandum of Agreement that sets out the terms/conditions of the reorganization or organizational change, except where such reorganization or organizational change can be accomplished under the terms of the Collective Agreement. Where such reorganization or organizational change can be accomplished under the terms of the Collective Agreement, the terms shall be communicated through correspondence.

Where there is no agreement then the parties shall exchange correspondence setting out their respective positions with such to be done in a timely manner. Such disagreement shall not preclude the Employer from proceeding.

It is further agreed between the parties that the practice of systematically posting all positions (vacancies or new ones) on a multi-facility basis in the absence of meaningful rationale shall cease.

**LETTER OF UNDERSTANDING
NEW RE: APPRENTICESHIP**

LETTER OF UNDERSTANDING

**Apprenticeship Program for Facility & Energy Services/Maintenance Departments
and Food & Nutrition Services**

BETWEEN: **SEIUWEST.ca**

AND: **CYPRESS REGIONAL HEALTH AUTHORITY, FIVE HILLS
REGIONAL HEALTH AUTHORITY, HEARTLAND REGIONAL
HEALTH AUTHORITY, SASKATOON REGIONAL HEALTH
AUTHORITY, and the SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS**

The parties agree that this Letter of Understanding is intended to outline the terms and conditions for apprenticeship positions in Facility & Energy Services/Maintenance Departments **and Food and Nutrition Services** within the Health Regions named above, including Affiliates. The intent of the program is to have the Apprentice successfully complete the apprenticeship and become a qualified journeyman in their trade within the Health Regions or Affiliates. The apprenticeship positions shall be posted and filled in accordance with the Collective Agreement and shall be open to all employees within the Health Regions and Affiliates covered under the Collective Agreement.

It is agreed between the parties that this Letter of Understanding shall work in concert with the provisions of the Collective Agreement. Where this Letter of Understanding is silent, the Collective Bargaining Agreement shall govern. In case of discrepancies between this Letter of Understanding and the Collective Agreement, and in the absence of specific provisions in this Letter of Understanding, the terms and conditions of the Collective Bargaining Agreement will govern.

Conditions of Apprenticeship and Responsibilities for Apprentices

Apprentices must be registered into the provincial apprenticeship program by the Employer and the Apprentice and the Employer must sign the standard apprenticeship agreement required by the Apprenticeship and Trade Certification Commission.

The Employer will provide the Apprentice with the required range of experiences in the trade, as required by the Apprenticeship and Trade Certification Commission.

To remain employed as an Apprentice, Apprentices must comply with the regulations and standards as defined by the Apprenticeship Training and Certification Act, meet minimum trade standards as outlined in the Apprenticeship Training Program, and maintain employment with the Employer subject to the applicable provisions for the Termination of Apprenticeship.

Apprentices are required to attend technical training where and as directed by the Apprenticeship and Trade Certification Commission

Where required by the Apprenticeship and Trade Certification Commission, all Apprentices shall have a journeyman in the trade supervising their apprenticeship.

The payment of all apprenticeship program registration fees and fees for transcripts confirming formal education will be the responsibility of the Apprentice. Upon successful acceptance of the Apprentice into an apprenticeship agreement with the Employer, the Employer will reimburse the Apprentice for registration fees.

Tuition fees and **Apprenticeship Trade School program** materials costs shall be reimbursed fully by the Employer upon successful completion by the Apprentice of each journeyman trade examination.

In exchange for the reimbursement of registration fees, tuition fees and Apprenticeship Trade School program materials costs, the employee shall agree to a one (1) year Return for Service to be served following the completion or termination of the Apprenticeship program.

Posting and Filling of Apprenticeship Positions

Where the Employer determines it is necessary to fill an actual or anticipated vacancy in a specific trade as an apprentice position, the position shall be posted in accordance with the SEIUWEST/SAHO Collective Agreement. The position shall be posted as full-time. It is agreed that at the successful completion of the apprenticeship the incumbent shall be placed in a position and be employed as a journey person in the apprenticed specific trade.

An applicant may challenge the levels within the Apprenticeship Program, as set out in the Act. The Apprenticeship and Trade Certification Commission (Apprenticeship Division) shall determine the appropriate starting level of the apprenticeship for the successful candidate to the posting.

If the Employer determines that it is necessary to post actual or anticipated vacancies as a third or fourth year apprentice, the Union shall be notified prior to the posting.

Apprenticeship Position Wages

Apprentices, **while working as an apprentice**, shall receive wage remuneration according to the following schedule:

Three Year Trades:

Level One 70% of the journey person rate at Step One (1)
Level Two 80% of the journey person rate at Step One (1)
Level Three 90% of the journey person rate at Step One (1)

Four Year Trades:

Level One 70% of the journey person rate at Step One (1)
Level Two 77% of the journey person rate at Step One (1)
Level Three 84% of the journey person rate at Step One (1)
Level Four 90% of the journey person rate at Step One (1)

In no circumstance shall an apprentice receive a wage rate that is less than Pay Band eleven (11), **except in the case of an apprentice within Food and Nutrition Services who shall receive a wage rate that is no less than Pay Band twelve (12).**

Remuneration while attending Apprenticeship Trade School

Apprentices shall be placed on an unpaid education leave of absence as per Article 15.12 while attending Apprenticeship Trade School. The Employer will work with Human Resources Development Canada and the Union to inform, assist and support the Apprentice receiving the maximum remuneration possible under the apprenticeship program (e.g. Employment Insurance benefits, Employer education assistance funds such as the Dr. A.G. (Bert) Ayers Fund). Employees will be responsible to apply for and complete the necessary paperwork for these remuneration programs.

While attending Apprenticeship Trade School, the Apprentice will continue to accrue seniority and may pay for all benefit accrual amounts including, but not limited to, disability income plan; pensions; and extended healthcare benefits. Otherwise the provisions of Article 15.16 and the terms of the plan apply. The Employer shall provide the necessary forms and documents to the Apprentice regarding maintenance of benefits.

When the apprentice is scheduled by the Apprenticeship and Trade Certification Commission to write the journey person final examination, the apprentice shall receive the necessary time off with pay to write the exam.

Termination of Apprenticeship

The apprenticeship agreement will end when the Apprentice has successfully completed the Apprenticeship Program and is certified as a journey person in the trade. The Apprentice will be

Paid at the step two (2) of the wage rate associated with the trade as set out in the Collective Agreement. Such wage payment will be retroactive to the date of the successful writing of the final examination of the Apprenticeship Program.

The apprenticeship will be terminated prior to completion if:

- a) the employee returns to his/her former position during the trial period,
- b) the employee terminates in writing,
- c) the employee is dismissed for just cause, and such dismissal is subsequently upheld,
- d) the employee is laid off/bumped from the apprenticeship position,
- e) the employee fails to meet the minimum requirements or conditions of the apprenticeship and the Apprenticeship and Trade Certification Commission cancels the Apprenticeship Agreement. If the apprenticeship is cancelled after the trial period is over, the employee shall revert to causal status and be placed on a call-in list in a classification that the individual is qualified for and as negotiated by the parties. **Where failure to attend and participate in trade certification programs is due to circumstances beyond the Apprentice's control, the parties shall assist the Apprentice in any available appeal procedure.**

Termination of the apprenticeship is subject to the provisions of the Article 7 of the Collective Agreement.

Either party may terminate this Letter of Understanding by giving the other party ninety (90) calendar days written notice.

Housekeeping Proposals

SAHO maintains its proposals tabled on October 6, 2008 as they relate to timeliness and the deletion of language with respect to dates which are no longer current for the following articles:

- 13.11 Standby
- 13.13 Transportation Allowance
- 13.14 Shift Premium
- 13.15 Weekend Premium
- 16.05 Accrual and Credits
- 19.07 Professional Fees