

Memorandum of Agreement
Between
The Saskatchewan Union of Nurses (SUN)
And
The Saskatchewan Association of Health Organizations (SAHO)

The parties agree to this memorandum of settlement which constitutes full and final settlement of the terms of the Collective Agreement for the period April 1, 2008 to March 31, 2012 as negotiated by the parties.

The undersigned representatives of the parties do agree unanimously to support and recommend acceptance of all terms of the Memorandum of Settlement to their respective principals and conduct the ratification process involving the said collective agreement no later than sixty (60) calendar days following the signing of this Memorandum of Settlement.

The parties agree that the said collective agreement shall include the terms of the previous Collective Agreement between the parties which expired March 31, 2008 with the following amendments:

Unless stated otherwise, the terms and conditions of the said Collective Agreement become effective the date of signing of the Collective Agreement.

A. Monetary:

- 5% percent general wage increase effective April 1, 2008
- 5% percent general wage increase effective April 1, 2009
- 5% percent general wage increase effective April 1, 2010
- 5% percent general wage increase effective April 1, 2011
- In addition to the general wage increases cited above, the following provisions shall be included:

Market Adjustment

In return for the workplace stability achieved through a four year collective agreement, a 5% adjustment to wages in the form of a market adjustment with such adjustment to be made payable effective April 1, 2008.

Long Service Retention Adjustment

Employees with 20 or more years of nursing service, as per Article 48, are eligible for a long service retention adjustment of 2% effective April 1, 2008.

Article 8 Overtime

8.02 Overtime Premium

- (a) All time worked in excess of the normal daily or bi-weekly hours shall be paid at the overtime rates of **two times (2X)** the Employee's regular rate of pay. While overtime is continuous with the Employee's regular shift and the Employee elects to leave the Facility/Agency for a meal break not to exceed two (2) hours, premium pay shall be paid at the applicable rate for all hours worked.

Article 9 In Charge Pay

9.01 Charge Pay shall be paid for the co-ordination of Unit activities on a ward, Unit or Facility/Agency.

Where a nursing supervisor is not on duty on the ward, Unit or in the Facility/Agency, or she is not available to co-ordinate the Unit activities or an assignment is made, an Employee shall be designated "In Charge" of the ward, Unit or Facility/Agency and paid a premium of **one dollar and ninety cents (\$1.90)** per hour effective date of signing the collective agreement.

Charge pay shall be applicable to all positions where the Employee has been designated in charge.

Article 12 Standby

12.03 Employee(s) assigned to "standby" shall receive a "standby" premium as follows:

- (a) Employee(s) assigned to be on standby shall be paid **three dollars and fifteen cents (\$3.15)** per hour for each hour on standby on a regular working day with a minimum payment of eight (8) hours.
- (b) Employee(s) assigned to be on standby on Statutory Holidays and days not scheduled to work shall be paid four dollars and **twenty-five cents (\$4.25)** per hour for each hour on standby with a minimum payment of eight (8) hours.

Article 14 Weekend Premium and Shift Differential

- 14.01 a) A shift premium of **three dollars and twenty five cents (\$3.25)** shall be paid for each hour or part of an hour for all hours worked by an Employee where the majority of the hours of the shift fall between 1500 and 0800 hours. Employees working an extended shift option shall be paid a shift premium for each hour or part of an hour worked between 1500 hours and 0800 hours.

(b) Employee(s) working Field Hours or Flexible Hours shall be paid a shift premium of **three dollars and twenty-five cents (\$3.25)** for each hour or part of an hour worked between 1800 hours and 0800 hours.

The shift premium shall not apply to overtime hours worked.

14.02 A weekend premium shall be paid at the rate of **two dollars and sixty cents (\$2.60)** per hour for each hour worked between 0001 Saturday and 2400 hours Sunday. Weekend premiums will not apply where an Employee is receiving premium pay triggered by consecutive weekends of work.

Effective April 1, 2009:

14.01 a) A shift premium of **three dollars and seventy five cents (\$3.75)** shall be paid for each hour or part of an hour for all hours worked by an Employee where the majority of the hours of the shift fall between 1500 and 0800 hours. Employees working an extended shift option shall be paid a shift premium for each hour or part of an hour worked between 1500 hours and 0800 hours.

(b) Employee(s) working Field Hours or Flexible Hours shall be paid a shift premium of **three dollars and seventy-five cents (\$3.75)** for each hour or part of an hour worked between 1800 hours and 0800 hours.

The shift premium shall not apply to overtime hours worked.

Effective April 1, 2009:

14.03 A weekend premium shall be paid at the rate of **three dollars and ten cents (\$3.10)** per hour for each hour worked between 0001 Saturday and 2400 hours Sunday. Weekend premiums will not apply where an Employee is receiving premium pay triggered by consecutive weekends of work.

Article 61 Preceptorship

61.03 The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster. **Educational sessions for preceptors may be held by Employers. On a one time basis for each preceptor the Employer shall provide a minimum of sixteen (16) hours of paid leave to attend these education sessions**

Article 56 Conditions Applicable to Northern Facilities/Agencies

56.05 Moving and Transportation Expenses for New Employees

(a) All new permanent and temporary Employees shall be reimbursed for receipted relocation expenses up to a maximum of **\$4,000**.

56.10 Northern Allowance

In addition to other pay and allowance provided for in this Agreement, Employee(s) shall receive a biweekly Northern Allowance as follows:

La Loche	\$200.00
Ile a la Crosse, Pinehouse, Sandy Bay	\$195.00
Buffalo Narrows	\$190.00
Cumberland House	\$130.00
Beauval	\$125.00
Creighton, Green Lake	\$120.00
La Ronge	\$90.00

Northern Allowance shall be pro-rated for Employees working less than full-time.

56.11 Retention Strategies

All employees shall receive annual retention payments after each year of service in the North. Employees shall receive the retention payment annually on their hiring anniversary date.

La Loche	\$4,200.00
Ile a la Crosse, Pinehouse, Sandy Bay	\$4,000.00
Buffalo Narrows	\$3,650.00
Cumberland House	\$3,300.00
Beauval	\$2,500.00
Creighton, Green Lake	\$2,000.00
La Ronge	\$1,900.00

Article 42 Staff Development

42.05 Mentorship Program for New Hires

Definition – Mentoring involves a voluntary, mutually beneficial and long-term professional relationship between new hires and/or new graduates and current employees.

Employers and Employees may, at the local level, agree to establish a Mentorship Program for newly hired Registered Nurses/Registered Psychiatric Nurses.

The Employer may establish a roster from Employees who have indicated an interest in mentoring newly hired Employees.

Newly hired Registered Nurses/Registered Psychiatric Nurses may request a mentor from the roster. The mentor and the newly hired Employee do not have to work in the same facility/agency/work area.

Educational sessions for both mentor and newly hired Employee, may be held at the beginning of the Mentorship Program. **On a one time basis for each mentor and newly hired employee the Employer shall provide a minimum of sixteen (16) hours of paid**

leave to attend these educational sessions. Participation in such educational sessions shall be considered time worked and be paid at the regular rate.

B. Other Terms and Conditions (Related to Employee Churn)

22.01 Probationary Period

During the probationary period, the Employee shall enjoy all rights and privileges prescribed in the Agreement, **except Article 27, unless application of Article 27 would result in an increase in hours, change of status or classification.** Notwithstanding the foregoing, the parties agree that the Employer may terminate a probationary Employee for unsuitability.

27.02 Posting of Vacancies

(6) An Employee occupying a temporary position shall be eligible to apply for another temporary position that:

- (i) **Would commence following the expiration of the temporary position she currently occupies, unless mutually agreed otherwise,**

or

- (ii) Does not conflict with the schedule of the current temporary position.

27. xx New Article

may be Where OTFT-RPT positions of 0.4 FTE or less are vacated, the Employer ~~will~~ offer existing OTFT – RPT Employees, within the applicable work area, in order of seniority, the opportunity to increase their hours.

Where additional hours are added to an Employee's position, new Letters of Appointment for OTFT – RPT Employees shall be issued.

C Other Terms and Conditions

Article 7 Hours of Work

7.26 Option VI – Field Hours

- (b) All hours between 0700 and 2200 shall be considered core hours and Employees shall schedule themselves between these hours unless prior approval is obtained to do otherwise. **The core hours may be altered by mutual agreement between the Employer and the Local.**

Article 13 Transportation Expense

13.01 Transportation

A monthly car allowance will also be provided for the purpose of contributing to such items as car depreciation, car maintenance and repair and business liability coverage:

- ~~(i) One hundred and eighty five dollars (\$185.00) per month for full time Employees;~~
- ~~(ii) For other than full time Employees, on a pro rata basis per day worked on days in which the Employee utilized her vehicle.~~

On days in which the Employee utilized her vehicle, for the conduct of Employer's business, a daily car allowance of nine dollars and twenty-five cents (\$9.25) will also be provided for the purpose of contributing to such items as car depreciation, car maintenance and repair and business liability coverage.

Article 15 Vacation

15.03 Vacation Year

The vacation accrual year shall be the twelve (12) month period commencing on the first (1st) day of ~~May~~ **April** in each calendar year and concluding on the ~~thirtieth (30th)~~ **thirty first (31st)** day of ~~April~~ **March** of the following calendar year.

15.13 Vacation Requests and Scheduling

In January of each year, or as otherwise agreed by the Local, the Employer shall post a notice suggesting all Employees submit, by ~~March~~ **February** 1, requests for annual vacation for the period ~~May~~ **April** 1 of the current year to ~~April 30~~ **March 31** of the following year ~~(this period may not necessarily coincide with the vacation year)~~. The Employer shall post a tentative vacation schedule for Employees who have indicated their choice for vacation. If an Employee's request for annual vacation cannot be granted, the Employee shall have the right to submit a request indicating her next preference.

Article 16 Statutory Holidays

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

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Saskatchewan Day	Family Day

Article 17 Leaves of Absence

17.14 Union Leaves of Absence

(b) (1) During such Union leave, on request of the Local or the Union, the Employer agrees to continue to pay normal salary and benefits to those Employees to attend to Union business as referred to in Article 17.14 (a) and that the Employer is to charge the Local or the Union for reimbursement of the costs. Such costs shall only include

viii) **Cost of Extended Health and Enhanced Dental Premiums.**

(2) On leaves of absence of more than one (1) month, and at the request of the Union, the Employer agrees to pay normal salary and benefits to an Employee and will charge the Local or the Union, in addition to those costs set forth in Article 17.14 (b)(1) an appropriate amount for the following benefits:

iv) **Family Leave.**

Article 35 Recognition of Previous Experience

Nurses commencing employment at the Nurse A level with the Employer during the lifetime of this agreement and who have satisfactorily completed previous experience in the amount as set out below in an Institution or Agency which required professional nursing staff, **and to whom Article 48 has no application** shall receive recognition for such previous experience as follows:

Article 39 Temporary License to Practise

a. A Graduate Nurse or Graduate Psychiatric Nurse with a temporary license who becomes registered within the first eight (8) months of employment shall have her rate of pay adjusted top Step 1 of the Nurse A rate as per Schedule "A". **An offshore Registered Nurse or Registered Psychiatric Nurse with a temporary license who becomes registered within the first eight (8) months of employment shall have her rate of pay adjusted as per Article 48.02.**

56.07 Special Northern Leave

(a) Employees who complete one (1) year of service shall be entitled to an extra one (1) week of **Special Northern Leave** in addition to their regular vacation entitlement. The week of **Special Northern Leave** will have been earned at the end of each fiscal year and will be prorated based on the percentage of hours worked.

Article 62 Occupational Health and Safety

62.04 (b) Influenza Vaccination

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:

- 1) Employees shall, subject to the following, be required to be vaccinated for influenza.**
- 2) 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 endeavor 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.**
- 3) Employers recognize that Employees have the right to refuse any required immunization.**
- 4) If an Employee refuses to take the vaccine required under this provision, she 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 may use vacation credits in order to maintain her income.**

1) 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 will be reassigned during the outbreak period, unless reassignment is not possible, in which case the Employee will be paid in accordance with Article 18. 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 the employee's sick leave credits.

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

2) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to Employees free of charge.

This clause shall be interpreted in a manner consistent with the Saskatchewan Human Rights Code.

LETTER OF UNDERSTANDING #7
BETWEEN
SASKATCHEWAN UNION OF NURSES AND
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

Re: Senior Nursing Assistants

For the lifetime of this Agreement, an Employee functioning as a Senior Nursing Assistant or equivalent (ie: 2nd or 3rd year Nursing student), who subsequently secures employment with an Employer who is party to this Collective Agreement, within one hundred and twenty (120) days of graduation, shall retain:

- unused sick credits;
- length of service toward vacation accrual
- **seniority**