

Employer Proposals for Amendments to THE COLLECTIVE AGREEMENT

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH
ORGANIZATIONS
REPRESENTING THE REGINA QU'APPELLE HEALTH
REGION

AND

RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION, LOCAL 568

Expired March 31, 2008

Notes:

- **As at November 10, 2010 (Agreed to articles are not included in this package).**
- **Items shown in bold indicate new wording.**
- **Errors and Omissions excepted.**
- **All amendments to the Collective Bargaining Agreement are effective the signing date of the Collective Bargaining Agreement unless otherwise specified.**

13.02 Union Leave

a) Upon written request, employees, not to exceed one (1) from each department or a maximum of three (3), who are elected to do business for the Union, shall be granted necessary leave without pay to attend to Union business provided such leave of absence does not interfere with the efficient operation of the Employer.

b) The Employer shall grant employees working the evening shift time off, without pay, to attend regular monthly Union meetings. Such time without pay shall not exceed one (1) hour in duration. It is further agreed this time off shall not reduce production schedules. The Union agrees to notify the Employer of the meeting date as far in advance as possible, however, such notice shall not be less than twenty-four (24) hours in advance of any such meetings.

c) When leave of absence is approved under this provision, no sick leave, annual vacation credits or statutory holiday pay will be accumulated, save and except for the first thirty (30) days of absence.

d) The Employer(s) agrees to continue to pay normal salary, supplementary earnings and benefits to Employees delegated on a short term basis of one (1) month or less to attend to Union business and that the Employer(s) is to charge the Local of the Union for reimbursement of the cost. Such costs shall only include:

- i) actual lost wages;**
- ii) Employer(s)'s share of Canada Pension contributions;**
- iii) Employer(s)'s share of Employment Insurance premiums;**
- iv) Employer(s)'s share of Pension contributions or equivalent;**
- v) Employer(s)'s share of Group Insurance premiums;**
- vi) Employer(s)'s share of Disability Income contributions;**
- vii) Employer(s)'s share of Dental Plan;**
- viii) Workers' Compensation premiums;**
- ix) Extended Health Plan and Enhanced Dental Plan Premiums.**

e) On leaves of absence of more than one (1) month and at the request of the Local of the Union, the Employer(s) agrees to pay normal salary and benefits to an Employee and will charge the Local of the Union, in addition to those costs set forth in Article 13.02 (d) – Leave for Union Business an amount for the following benefits:

- i) annual vacation;**
- ii) sick leave;**
- iii) Designated Holidays.**

HOURS OF WORK

Effective January 9, 2011

14.01 37 1/3 Hours per Week (112 Hours per 3 Week Period)

a) Full-Time Employees

Normal hours of work for full-time Employees shall be one hundred and twelve (112) hours in a three (3) week period divided into shifts of eight (8) consecutive hours (exclusive of a specified meal period).

Employees shall be entitled to an unpaid day off in each designated three (3) week period. This day off shall be scheduled in accordance with the schedules established by Article 14.07.

b) Part-Time/Relief Employees

Part-Time/Relief employees shall work such hours as assigned by management, however, all hours worked in excess of eight (8) hours per day or one hundred and twelve (112) hours in the three (3) week period shall be classed as overtime and paid in accordance with 15.01.

c) Management to Establish Three (3) Week Work Cycle

Management shall establish the three (3) week work cycle and approve employee work schedules before they become effective.

d) Special Hours of Work and Shift Arrangements

The hours of work provisions may be altered by agreement between the Union and the Employer to provide greater flexibility and service delivery.

Effective January 9, 2011

14.02 Three (3) Week Period Defined

The **three (3) week** period shall mean that period designated by the Employer between midnight on Saturday and midnight on the following **third** Saturday.

Effective January 9, 2011

14.07 Posting Work Schedules

a) Master Schedules

- i) The Employer and the Local of the Union shall establish master work schedules for regularly scheduled employees.**

- ii) **The Employer may not amend a master schedule unless the Employer:**
 - 1) **gives notice of the proposed amendment to the Local of the Union a minimum of twenty-eight (28) calendar days in advance of the week in which the change is intended to take effect; and**
 - 2) **makes reasonable efforts to meet and consult the Local of the Union about the proposed amendment within seven (7) calendar days of giving notice.**
- iii) **Any amended master schedule shall comply with the provisions of this Collective Agreement.**
- b) **Posted and Confirmed Work Schedules**
 - i) **Provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to the Employees.**
 - ii) **Work schedule(s) shall be confirmed no less than fourteen (14) calendar days in advance.**
- c) **Agreed Deviation from a Posted and Confirmed Work Schedule**
 - i) **Deviation from a posted and confirmed work schedule shall only be by mutual agreement between the Employer and Employee(s) affected. When there is mutual agreement, the changes shall not be subject to overtime rates unless required by another provision of this Collective Agreement or Employment Standards legislation.**
- d) **Employer Directed Change to a Posted and Confirmed Work Schedule**
 - i) **When there is no mutual agreement to deviate from a posted and confirmed work schedule, the Employer may direct an Employee to work no more than seven (7) shifts different than the shifts in a posted and confirmed work schedule.**
 - ii) **When the Employer directs a shift change, the Employee shall be paid two (2) times the rate of pay for the entire shift(s) so changed. The “rate of pay” includes any premium for the shift(s) under another provision of this Collective Agreement or Employment Standards legislation.**

Effective January 9, 2011

14.08 Days Off

Full-time employees shall receive two (2) consecutive days **off** in seven (7) unless mutually agreed between the Union and the Employer.

Part-time/relief employees shall receive **seven (7) days off** in the designated **three (3) week period**. **However, this will not preclude Employees from accepting an offer of work on days off at straight time rates providing they do not exceed one hundred and twelve (112) hours over the three (3) week period.**

14.10 Shift Premium

In addition to regular rates of pay, a shift premium in the amount of **two dollars and ten cents (\$2.10)** per hour shall be paid for hours worked between the hours of 1700 hours and 0500 hours. Shift premium shall not apply to overtime hours worked.

14.11 Weekend Premium

A weekend premium of **one dollar and eighty cents (\$1.80)** per hour in addition to any other shift differential shall be paid for each hour worked by an employee on the shift falling between 0001 Saturday and 2400 Sunday. When an employee is receiving overtime pay weekend premiums will not apply.

OVERTIME

Effective January 9, 2011

15.01 Definition

- a) **Full-time Employees**
All hours worked in excess of eight (8) hours in any one day shall be considered overtime hours and paid in accordance with Article 15.02.
- b) **Part-time/Relief Employees**
 - i) All hours worked in excess of eight (8) hours in any one day shall be considered overtime hours and paid in accordance with Article 15.02.
 - ii) All hours worked in excess of one hundred and twelve (112) hours in the designated three week period shall be paid in accordance with Article 15.02.
 - iii) All daily overtime hours in i) shall not be included in the total for determining the hours under ii).
- c) **Overtime shall be performed only after authorization by the Employer.**
- d) **For the purposes of this Agreement, a day shall be defined by the twenty four (24) hour period beginning at 0001 and ending at 2400.**

Effective January 9, 2011

15.02 Overtime Rates

a) Overtime on a Regular Day

Overtime shall be paid at the rate of time and one-half the regular rate of pay for the first four (4) consecutive hours on a regularly scheduled work day, after which overtime shall be paid at double the rate of pay for all hours worked in excess of four (4) consecutive hours that day.

An employee who is not advised prior to leaving work and is called back to work not continuous with the regular working hours, either before or after, shall receive not less than two (2) hours of work or two (2) hours of pay at overtime rates.

b) Overtime on Days Off

Employees who work overtime on their days **off** shall be paid at the rate of double time for all overtime hours worked on such day.

c) **Overtime in Excess of One Hundred and Twelve Hours in Three (3) Weeks**

All authorized hours in excess of the provisions of 15.01 b) shall be paid at the rate of time and one-half the regular rate of pay.

16.04 Increments

Employees shall be eligible for an increment within their pay range upon completion of six (6) months and twelve (12) months of service within their classification.

Amend Appendix “A” as follows:

Step 1
Start

Step 2
After 6
Months

Step 3
After 12
Months

17 .08 Vacation Carry Over

~~A request to carry over a maximum of two (2) weeks vacation must be approved by the Employer.~~ **An Employee may request to carry over a maximum of two (2) weeks vacation into the next vacation year. Such carry over requires the approval of management and such approval will not be unreasonably withheld.**

Effective January 9, 2011

18.04 Three Week Period Reduced

When a **designated** holiday falls within the designated **three**-week period, the hours shall be reduced by the scheduled hours of work for that day or the number of hours proclaimed to be observed in respect of such **three**-week period. Employees working in excess of the reduced hours will receive pay at the applicable overtime rates.

27.01 Duration

This Agreement shall be effective on and from April 1, **2008** and shall remain in force until March 31, **2012**, and thereafter from year to year provided that either party may, not less than thirty (30) days or more than sixty (60) days before the expiry date of this Agreement, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

LETTER OF UNDERSTANDING #1

Between

Retail, Wholesale, Departments Stores Union (R.W.D.S.U.)
Local 568, hereinafter referred to as the “Union”

And

Saskatchewan Association of Health Organizations (SAHO)
representing the Regina Qu’ Appelle Health Region, hereinafter referred to as the
“Employer”

Re: R.W.D.S.U. Dental Plan

Effective **the signing date of the Collective Agreement**, the Employer shall remit **thirty (\$0.30)** cents per regular hour worked, per employee, to the R.W.D.S.U. Dental Plan. Accompanying each remittance shall be a list of the amounts deducted from each employee.

Effective **April 1, 2011**, the Employer shall remit **thirty-one (\$0.31)** cents per regular hour worked, per employee, to the R.W.D.S.U. Dental Plan. Accompanying each remittance shall be a list of the amounts deducted from each employee.

LETTER OF UNDERSTANDING #9

Between

Retail, Wholesale, Departments Stores Union (R.W.D.S.U.)
Local 568, hereinafter referred to as the “Union”

And

Saskatchewan Association of Health Organizations (SAHO)
representing the Regina Qu’ Appelle Health Region, hereinafter referred to as the
“Employer”

Re: Retired Employees’ Extended Health and Dental Plan

SAHO will continue to make available a health benefits retiree plan(s) incorporating health and dental benefits . Retirees who participate in the plan(s) will be responsible for all premiums and administration costs.

APPENDIX “A”

Amend the April 1, 2007 hourly rates by the following percentages on the indicated dates:

April 1, 2008 – 4.0%

April 1, 2009 – 2.0%

April 1, 2010 – 1.5 %

April 1, 2011 – 2.0%

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 the Employer.

Employees who have retired from the Employer, upon application to their employer, be eligible for retroactive wage increases based on all paid hours up to and including the date of retirement. All applications for retroactive pay must be made within 30 calendar days of the signing of the Collective Bargaining Agreement.

Market Adjustment

Effective the date of signing of the Collective Agreement, the classification of 3rd Class Chief Engineer will receive an hourly market adjustment of **\$4.09** per hour as outlined below:

1. The market adjusted wage rate shall be payable to the Employee in the classification, subject to paragraphs two (2) and three (3) below.
2. It is understood that the market adjusted wage rate is separate from the Collective Agreement Appendix “A” and is not used in the calculation of the general wage percentage increases for the Appendix “A” rates. General wage percentage increases shall be calculated on the “base wage” only, and the market adjusted portion of the “total wage” shall be added to the newly revised “base wage.”
3. Market adjusted earnings shall be considered pensionable earnings, shall be subject to statutory deductions, shall be included in the calculation of Employee benefits where appropriate and shall be subject to union dues deductions as per the formula determined by the Union.

Hours of Work

Effective January 9, 2011 with the change in the weekly hours of 37.5 hours per week to 37.333 hours per week, employees hourly rates shall be adjusted to ensure that the employees weekly salary remains the same. The calculation will be based on the following formula:

$$\frac{37.5}{37.333} \times \text{January 8, 2011 hourly rate} = \text{January 9, 2011 hourly rate}$$

The April 1, 2011 increase will be applied to the January 9, 2011 hourly rates.