

January 27, 2010

**Memorandum of Agreement
Between
The Saskatchewan Government And General Employees'
Union (SGEU)
And
The Saskatchewan Association of Health Organizations
(SAHO)**

Final offer to resolve all outstanding items and conclude a
Collective Agreement

The Employer respectfully requests that this offer
be submitted to the SGEU membership for ratification.

This Memorandum of Agreement which constitutes full and final settlement
of the terms of the Collective Agreement for the period April 1, 2008 to
March 31, 2012.

The Employer Bargaining Committee will recommend to its principals
acceptance of this Memorandum of Agreement.

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

All proposals in this Memorandum of Agreement are conditional upon
acceptance of this package in its entirety.

If this package is not accepted by March 31st, 2010 then retroactive pay will
cease to accrue March 31, 2010.

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.

1. Wages & Term

April 1, 2008 – 4.00%

April 1, 2009 – 2.00%

April 1, 2010 – 1.50%

April 1, 2011 – 2.00%

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. Employees who have moved between Employers covered by the Collective Agreement shall apply to their previous Employers for that portion of the retroactivity.

Employees who have retired from any Employer party to this Collective Agreement shall, 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 Agreement.

2. Market Adjustment

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

JJE Job #	JJE JOB TITLE	Pay Band	Hourly Market Adjustment Amount (Added To Step 3)
300	Combined Laboratory X-Ray Technician (CLXT)	14	\$ 3.23
121	Laboratory Assistants	10	\$ 0.83
70	Medical Laboratory Technologists (MLT)	16	\$ 0.50
25	Medical Radiation Technologists (MRT)	16	\$ 0.50
170	Ophthalmic Assistants	8	\$ 1.90
195	Polysomnographic Technologist (Sleep Lab)	14	\$ 4.43
301	Medical Laboratory Technologists & X-ray Technicians	16	\$ 0.50
193	Nuclear Medicine Technologists	16	\$ 0.50

Market Adjustment Process

1. Market adjusted wage rates shall be payable to all eligible Employees in the classifications as listed, subject to paragraphs two (2), three (3) and four (4) below.
2. It is understood that the market adjusted wage rate is separate from the Collective Agreement Pay Equity Pay Band Schedule A and is not used in the calculation of the general wage percentage increases for the Pay Equity Pay Band 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. The Hourly Market Adjustment Rate shall be added to the maximum (Step 3) hourly rate of the “base wage” Pay Equity Pay Band Schedule A. Step One and Step Two hourly rates shall be calculated by maintaining the same percentage relationship between Step One and Step Two and between Step Two and Step Three as exists in the “base wage” Pay Equity Pay Band Schedule A.
4. 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(s).

Market Adjusted Pay Rates (For Information Purposes Only)

JJE Job #	JJE JOB TITLE	Pay Band	Step 1	Step 2	Step 3
300	Combined Laboratory X-Ray Technician (CLXT)	14			
	April 1, 2007 Pay Band Rates		\$ 23.99	\$ 24.84	\$ 25.68
	April 1, 2008 Pay Band Rates		\$ 24.95	\$ 25.83	\$ 26.71
	April 1, 2009 Pay Band Rates		\$ 25.45	\$ 26.35	\$ 27.24
	Proposed Market Adjusted Rates (Prior to Mar. 31, 2010)		\$ 28.46	\$ 29.47	\$ 30.47
	April 1, 2010 Pay Band Rates		\$ 25.83	\$ 26.75	\$ 27.65
	April 1, 2010 Market Adjusted Rates		\$ 28.84	\$ 29.87	\$ 30.88
	April 1, 2011 Pay Band Rates		\$ 26.35	\$ 27.29	\$ 28.20
	April 1, 2011 Market Adjusted Rates		\$ 29.36	\$ 30.41	\$ 31.43
121	Laboratory Assistants	10			
	April 1, 2007 Pay Band Rates		\$ 17.19	\$ 17.79	\$ 18.40
	April 1, 2008 Pay Band Rates		\$ 17.88	\$ 18.50	\$ 19.14
	April 1, 2009 Pay Band Rates		\$ 18.24	\$ 18.87	\$ 19.52
	Proposed Market Adjusted Rates (Prior to Mar. 31, 2010)		\$ 19.01	\$ 19.67	\$ 20.35
	April 1, 2010 Pay Band Rates		\$ 18.51	\$ 19.15	\$ 19.81
	April 1, 2010 Market Adjusted Rates		\$ 19.28	\$ 19.95	\$ 20.64
	April 1, 2011 Pay Band Rates		\$ 18.88	\$ 19.53	\$ 20.21
	April 1, 2011 Market Adjusted Rates		\$ 19.65	\$ 20.33	\$ 21.04

70	Medical Laboratory Technologists (MLT)	16			
	April 1, 2007 Pay Band Rates		\$ 28.23	\$ 29.22	\$ 30.24
	April 1, 2008 Pay Band Rates		\$ 29.36	\$ 30.39	\$ 31.45
	April 1, 2009 Pay Band Rates		\$ 29.95	\$ 31.00	\$ 32.08
	Proposed Market Adjusted Rates (Prior to Mar. 31, 2010)		\$ 30.41	\$ 31.48	\$ 32.58
	April 1, 2010 Pay Band Rates		\$ 30.40	\$ 31.47	\$ 32.56
	April 1, 2010 Market Adjusted Rates		\$ 30.86	\$ 31.95	\$ 33.06
	April 1, 2011 Pay Band Rates		\$ 31.01	\$ 32.10	\$ 33.21
	April 1, 2011 Market Adjusted Rates		\$ 31.47	\$ 32.58	\$ 33.71
25	Medical Radiation Technologists (MRT)	16			
	April 1, 2007 Pay Band Rates		\$ 28.23	\$ 29.22	\$ 30.24
	April 1, 2008 Pay Band Rates		\$ 29.36	\$ 30.39	\$ 31.45
	April 1, 2009 Pay Band Rates		\$ 29.95	\$ 31.00	\$ 32.08
	Proposed Market Adjusted Rates (Prior to Mar. 31, 2010)		\$ 30.41	\$ 31.48	\$ 32.58
	April 1, 2010 Pay Band Rates		\$ 30.40	\$ 31.47	\$ 32.56
	April 1, 2010 Market Adjusted Rates		\$ 30.86	\$ 31.95	\$ 33.06
	April 1, 2011 Pay Band Rates		\$ 31.01	\$ 32.10	\$ 33.21
	April 1, 2011 Market Adjusted Rates		\$ 31.47	\$ 32.58	\$ 33.71
170	Ophthalmic Assistants	8			
	April 1, 2007 Pay Band Rates		\$ 16.22	\$ 16.78	\$ 17.36
	April 1, 2008 Pay Band Rates		\$ 16.87	\$ 17.45	\$ 18.05
	April 1, 2009 Pay Band Rates		\$ 17.21	\$ 17.80	\$ 18.41
	Current % Between Steps				
	Proposed Market Adjusted Rates (Prior to Mar. 31, 2010)		\$ 18.99	\$ 19.64	\$ 20.31
	April 1, 2010 Pay Band Rates		\$ 17.47	\$ 18.07	\$ 18.69
	April 1, 2010 Market Adjusted Rates		\$ 19.25	\$ 19.91	\$ 20.59
	April 1, 2011 Pay Band Rates		\$ 17.82	\$ 18.43	\$ 19.06
	April 1, 2011 Market Adjusted Rates		\$ 19.60	\$ 20.27	\$ 20.96
195	Polysomnographic Technologist (Sleep Lab)	14			
	April 1, 2007 Pay Band Rates		\$ 23.99	\$ 24.84	\$ 25.68
	April 1, 2008 Pay Band Rates		\$ 24.95	\$ 25.83	\$ 26.71
	April 1, 2009 Pay Band Rates		\$ 25.45	\$ 26.35	\$ 27.24
	Proposed Market Adjusted Rates (Prior to Mar. 31, 2010)		\$ 29.59	\$ 30.64	\$ 31.67
	April 1, 2010 Pay Band Rates		\$ 25.83	\$ 26.75	\$ 27.65
	April 1, 2010 Market Adjusted Rates		\$ 29.97	\$ 31.04	\$ 32.08
	April 1, 2011 Pay Band Rates		\$ 26.35	\$ 27.29	\$ 28.20
	April 1, 2011 Market Adjusted Rates		\$ 30.49	\$ 31.58	\$ 32.63

301	Medical Laboratory Technologists & X-ray Technicians	16			
	April 1, 2007 Pay Band Rates		\$ 28.23	\$ 29.22	\$ 30.24
	April 1, 2008 Pay Band Rates		\$ 29.36	\$ 30.39	\$ 31.45
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193	Nuclear Medicine Technologists	16			
	April 1, 2007 Pay Band Rates		\$ 28.23	\$ 29.22	\$ 30.24
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	April 1, 2011 Market Adjusted Rates		\$ 31.47	\$ 32.58	\$ 33.71

Notes:

Step 1 and Step 2 were calculated by maintaining the same step progression that exists in the base rates.

Pay Band Rates were calculated based on the following increases: 4.0% (2008), 2% (2009), 1.5% (2010) and 2% (2011).

The above examples are based on a signing date prior to March 31st, 2010, there is no retroactive application of the Market Adjustments.

3. Job Evaluation

SAHO proposes the Maintenance Committee expedite (immediately following the ratification of the Memorandum of Agreement) the evaluation of the LPN classification changes. It is anticipated the review will place LPN's at Pay Band 15.

In exchange for the acceptance of the following joint job evaluation issues and documents as attached, the full amount of the overpayment issue arising from the implementation of the Joint Job Evaluation Plan shall be forgiven, subject to final resolution of the outstanding bundling issues in accordance with the Letter of Understanding contained herein.

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 Letters of Understanding will require changing: CUPE - LOU #18; SGEU – LOU #12; SEIU-West – LOU #22;

LETTER OF UNDERSTANDING

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

AND

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

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-West**, ~~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-West/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** ~~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 ~~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 WEST (SEIU-West)
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-West, 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-West, 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-West, 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-West, 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-West 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-West, 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 WEST (SEIU-West)
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
AND
SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION (SGEU)**

RE: 300 SERIES JOBS

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

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

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 WEST (SEIU-West)
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 WEST (SEIU-WEST)

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-West**) 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-West**, 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-West** 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-West**, CUPE, SGEU).

4. Licensed Practical Nurses

NEW LOU:

LETTER OF UNDERSTANDING

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

AND

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

Re: Licensed Practical Nurses

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

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

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

5. **Extended Health and Enhanced Dental Benefit Plans**

CUPE LOU #9
SEIU-West LOU #1
SGEU LOU #10

LETTER OF UNDERSTANDING

BETWEEN

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

AND

SASKATCHEWAN ASSOCIATION
OF HEALTH ORGANIZATIONS (SAHO)

Extended Health and Enhanced Dental Benefits Plan

The parties agree to follow the provisions of the multi-party Letter of Understanding regarding the review of Extended Health and Enhanced Dental Benefits Plan issues as set out below:

The Employer assures that the current level of benefits provided pursuant to the Extended Health and Enhanced Dental Benefit Plan as of April 1, **2008** will continue at no cost to the Employee, until March 31, **2012**.

Funding required to maintain the plan in accordance with the above paragraph and any surpluses generated will be used to provide benefits within the Extended Health and Enhanced Dental Plan for the Health Provider Employees.

6. Collective Agreement Language – Final Offer

Article 8.08 Letter of Appointment

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

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

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

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

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

Article 9.01 Creation of New Classifications or Changes to Existing Classifications

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

Article 10.08 Shift Differential

A shift **differential** of one dollar and fifty cents (\$1.50) per hour shall be paid for each hour or part of an hour worked by an Employee where the majority of the

hours of the shift fall between 1500 hours and 0800 hours. The shift **differential** shall not apply **when receiving overtime pay or premium pay.**

Article 10.09 Weekend Differential

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

Article 10.17 Time Off in Lieu of Overtime Pay

At the request of the Employee, time off, calculated at the appropriate overtime rates in lieu of overtime pay may be banked to a maximum of **fourty-eight (48)** hours. This shall be taken at a time mutually acceptable between the Employee and the Employer(s) and must be recorded on time sheets or work records accessible to Employees. Any unused portion of the time in lieu bank shall be paid out by March 31 of each year.

Article 10.18 Assignment of Relief Work

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

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

a) **Determining Relief Assignment**

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

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

b) **Hiring Relief Employees**

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

Where two (2) or more Employees have the same hire date, the following will be the process for determining the initial placement on the relief list(s):

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

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

c) **Application for Relief Work Form**

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

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

Employees wanting time away from the workplace for vacation should request this time in accordance with Article 14.06 – Vacation Period/Posting/Scheduling. **Employees may request to have vacation credits (hours) inserted into their schedule, to a maximum of Full-time hours.**

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

d) **Revision to Application for Relief Work Form**

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

ii) **Employees shall have fourteen (14) calendar days following the start date of a change of circumstances, to make a revision to their Application for Relief Work Form** under the following circumstances:

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

Such changes to the Application for Relief Work form shall become effective no more than ten (10) calendar days following the revision when offering/assigning relief work. This revised form will replace the previous Application for Relief Work Form and be used to assign hours occurring outside of fourteen (14) calendar days from the date of the revision.

e) **Relief Lists**

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

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

The hours of work of an OTFT Employee may be expanded to the standard hours of work identified in Article 10.01 – Standard Hours of

Work, without the payment of overtime. Employees working in more than one department shall be required to inform the immediate supervisor or designate of any potential overtime/**premium pay** situations and/or scheduling conflicts as soon as the Employee is aware.

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

Where an Employee agrees to work additional hours outside their assigned work, such work shall not be construed as a change of shift and shall not be eligible for overtime/**premium pay**.

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

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

h) **Hours Offered in Error**

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

When the Employer offers hours in error, such hours may be changed or cancelled within forty-eight (48) hours of offering the hours without triggering payment.

If the most senior available Employee is not called in accordance with Article 10.18, she/he shall be scheduled for the equivalent hours provided the Employer is notified no later than thirty (30) calendar days after the work is performed. The most senior available Employee shall be scheduled to work the equivalent hours, in accordance with their Application For Relief Work Form, within thirty (30) calendar days following the notification of error. Should the Employer not be notified of the error within thirty (30) calendar days the Employer will not be subject to scheduling of additional hours.

i) **Failure to Work Relief Shifts**

Should an Employee decline work without sufficient reason on six (6) occasions, during each semi-annual revision period as identified in Article 10.18 d), in accordance with the availability on the prescribed Application for Relief Work Form, the Employer shall meet with the

Employee to discuss her/his availability and allow the Employee to revise their Application for Relief Work Form. Such revised availability must meet the Employer's needs in accordance with Article 10.18 e). **Following this discussion, should an Employee not accept work in accordance with their revised Application for Relief Work Form such Employee shall be removed from the relief list.**

Where an Employee is consistently unavailable for relief work and has not worked for ninety (90) days in a department/program and classification, she/he shall be removed from the relief list of that department/program and classification.

j) **Employees on Leave**

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

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

k) **Consecutive Hours and Days of Work and Rest Periods**

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

Failure to provide ten (10) consecutive hours of rest, shall result in payment of overtime at established rates for any hours worked during such rest period.

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

1) Inside The Posted And Confirmed Period

Inside any twenty-four (24) hour period for last minute relief work, there will only be one enhancement per twenty-four (24) hour period (calculated from the beginning of the Employee's originally scheduled shift).

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

Additional work should be offered to Employees on the following basis:

- Offer the shift to the most senior available Employee on the relief list and in accordance with the Application For Relief Work form who:
 - May be scheduled within the department, has the seniority, is qualified and has the ability to do the work, and is working less hours than the shift that needs replacing. The longer shift will be offered and the shorter shift will be replaced.

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

- **Before overtime is offered, if hours become available and there is no available Employee on the relief list of that classification to accept the hours at the regular rate of pay, an Employee who is already scheduled on that day in a different department/classification and is on the relief list where the vacancy occurred may be offered the available hours at no loss of pay. However, the Employee would not be offered such hours if there was no one available on the relief list to fill the subsequent available hours.**

- Process to offer:
 - Employees are responsible to leave phone numbers where they can be reached.

i.e. If an Employee is not home leave a phone message and wait a reasonable length of time for a response.

- For relief shifts occurring within the next forty-eight (48) hours an immediate response will be required. For shifts occurring

outside forty-eight (48) hours, if a phone message is left, wait a reasonable length of time for a response.

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

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

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

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

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

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

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

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

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

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

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

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

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

- i.e. An Employee that works 0700-1200 can work a shift(s) between 1200-1900 the same day.
 - iv. Inside the posted and confirmed period Employees will be offered additional hours only within their department unless there are extenuating circumstances. This may include a department where relief staff are only available from other departments.
 - v. If additional work of less than three (3) hours becomes available, the Employee must complete the original shift to access the additional work. The hours can be added to their original shift but shall not exceed the normal daily hours of work.
- m) Outside The Posted And Confirmed Period
 - i. The Application for Relief Work form shall be used to assign relief work to Employees who are on the department relief list. No Employee shall be assigned more than eight (8) hours per day and no more than one hundred and twelve (112) hours in a three (3) week period unless covered by an extended shift agreement.
 - i.e. eight (8) hour shift available – assign the relief work to the most senior available Employee; if a twelve (12) hour shift becomes available after you have assigned the eight (8) hour shift, change the eight (8) to a twelve (12) and assign the eight (8) to the next most senior available Employee on the department relief list.
 - ii. Employees have a responsibility to check and update their schedule to see where they are assigned to work either by way of phoning in or checking the actual schedule. Any assigned shifts that are a conflict with other departments must be communicated immediately to the appropriate supervisors.
 - iii. Shifts are day for day replacement not done in blocks of time.
 - An Employee cannot drop a block of three (3) short shifts to pick up a block of two longer shifts.
 - i.e.

Monday	Tuesday	Wednesday
0700-1300	0700-1300	0700-1300

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

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

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

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

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

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

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

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

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

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

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

Application for Relief Work

Region/Facility _____

(Please print)

Name:			
Home Phone Number and Alternate Phone Numbers (Maximum 3):	1.	2.	3.

Department/classification/geographic location currently employed in (3):	Department/classification/geographic location to be added when openings available:
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

Other Than Full-Time Staff:

1. I am available for additional work Yes No As a Last Resort

OTFT Employees shall provide a copy of regularly scheduled hours from other departments (Article 10.18 – Assignment of Relief Work).

2. I am available for same day call in. Yes No

3. Availability: _____

4. Maximum number of shifts in a row I am willing to work: _____

5. Maximum number of hours per week: _____

6. Qualifications and specific training: _____

7. Third Weekend Waiver

I agree to waive the third weekend premium as provided for in Article 10.10 – Third Weekend Premium. Yes No

Other Information:

Employee Signature and Date

Employer Signature and Date

For Office Use Only	Effective Date: _____	Initialed by: _____
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Please obtain a copy of this document from your supervisor or Human Resource representative.

Article 15.03 Working on a Statutory Holiday

a) Full-time Employees

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

Article 16.02 Accumulation of Sick Leave Credits

- d) Information concerning an Employee's accumulated sick leave credits shall be made available to her/him, upon request to the supervisor.

Article 16.12 Immunization

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

Article 19.01 Northern District Allowance

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

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

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

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

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

Article 19.02 Vacation for Hard to Recruit Classifications

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

Article 19.08 Northern Retention Strategies

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

Kelsey Trail Health Region (Cumberland House)
Dental Assistant

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

Keewatin Yatthe Regional Health Authority
Combined Laboratory & X-Ray Technician
Licensed Practical Nurse
Dental Assistant
Licensed Practical Nurse Working Supervisor
Medical Laboratory Technologist Supervisor

All qualified Employees shall receive annual **northern** retention payments after each year of service in the North. Employees shall receive the **northern** retention payment annually on their hiring anniversary date. The annual **northern** retention payment shall be prorated for OTFT Employees. **The prorated calculation will be in direct relation to the Employee’s paid hours as compared with full-time annual hours of work.**

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

	<u>April 1, 2006</u>	<u>April 1, 2010</u>
La Loche, Sandy Bay	\$3,000.00	\$3500.00

Ile a la Crosse	\$2,835.99	\$3335.99
Buffalo Narrows	\$2,564.00	\$3064.00
Cumberland House	\$2,305.00	\$2805.00
Beauval	\$1,582.00	\$2082.00
Creighton	\$1,282.00	\$1782.00
La Ronge	\$1,250.00	\$1750.00

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

Eligible Employees who relocate between locations covered by this Article 19.08 shall receive the applicable payments based on the amount of time spent in each location. Such work shall be considered continuous service as if the Employee worked at a single northern location.

The Northern Retention Strategy shall commence April 1, 2010 for qualified Employees employed in the following classifications who have been employed in that classification for one year of service in the North and yearly thereafter. All newly hired qualified Employees shall receive the northern retention payment annually on their hiring anniversary date.

Kelsey Trail Health Region (Cumberland House)
Licensed Practical Nurse

Mamawetan Churchill River Regional Health Authority
Diagnostic Medical Sonographer
Staff Scheduler

Keewatin Yatthé Regional Health Authority
Payroll & Benefits Officer
Cook
Head Cook
Staff Scheduler

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

Re: 12 Hour Extended Shift Agreement
Kelsey Trail Health Region, Mamawetan Churchill River Regional Health Authority, Keewatin Yatthé Regional Health Authority

The parties agree to the following modified shift schedule provisions for Employees wishing to work an extended twelve (12) hour shift schedule.

An extended shift schedule may only be implemented at the request of the Employees in a Unit/Program/Department and with the approval of the Employer. If agreed to, the Employer and the Local Union shall sign a pro forma Letter of Understanding setting out the agreement of the parties to allow an extended twelve (12) hour shift schedule for the specific group of Employees.

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

The extended shift schedule shall ensure:

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

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

Each shift of eight (8) hours shall be:

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

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

- A shift differential as per article 10.08 – Shift Differential shall be paid for all hours worked between 1500 and 0800 hours.
- For Statutory Holidays falling on an Employee's day off, the Employee shall receive an eight (8) hour day off with pay.

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

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

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

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

Re: Review of Emergency Medical Services (EMS) Issues

Delete LOU

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

Re: Review Of Technologist/Technician Classifications

Delete-the review is completed.

SAHO / SGEU Collective Agreement Agreed To Language Amendments

Article 2.xx Float Position

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

Article 2.02 Bargaining Unit (New)

Shall mean all SGEU members of Kelsey Trail Health Region (KTHR), Keewatin Yatthe Regional Health Authority (KYRHA), Mamawetan Churchill River Regional Health Authority (MCRRA).

SAHO and SGEU agree to delete the following definition:

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

Other Than Full-time – Home Care (OTFT – Home Care) shall mean an Other Than Full-time Employee who does not have guaranteed hours, works less than the standard full-time hours of work as stated in Article 10.01 a) – **Standard Hours of Work – Full-time Employees** and whose workload is not solely assigned on a call-in basis.

The Other Than Full-time – Home Care definition may be amended or deleted as agreed to by the parties.

SAHO and SGEU agree to delete the following language:

Article 2.03 f) Term Employee

Shall mean an Employee who is hired from outside the bargaining unit for a predetermined period of time. The time limit may be extended by mutual agreement between the Union and the Employer.

Article 2.10 Local Union

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

Article 2.16 Temporary Employee

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

Article 2.13 Red-Circle Agree to Delete

Article 2.21 Fiscal Year

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

Article 2.22 Calendar Year

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

Article 4.03 Changes in Dues Deduction

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

Article 4.04 SGEU Long Term Disability Premiums

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

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

Article 5.01 No Discrimination

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

NEW ARTICLE 5 REGIONAL UNION/MANAGEMENT MEETING(S)

Article 5.01 Purpose

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

Article 5.02 Scope

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

Article 5.03 Representation

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

Article 5.04 Chairperson

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

Article 5.05 Meetings

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

Article 5.06 Agenda

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

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

Article 5.07 Expenses

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

Article 7.02 Accumulation of Seniority

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

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

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

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

Hours of seniority

Accumulated in the

Previous 52 weeks = **Seniority Hours Per Week of Leave**

52

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

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

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

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

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

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

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

Article 7.04 Loss of Seniority

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

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

Article 7.05 Seniority List

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

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

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

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

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

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

Article 8.01 Posting of Vacancies or New Positions

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

Job postings shall include:

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

For Home Care:

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

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

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

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

Article 8.07 Appointment of Applicant

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

Article 8.10 Temporary Vacancies

- a) When the Employer determines that a vacancy of a duration of three (3) months or longer exists, the vacancy shall be posted Health Region wide and filled in accordance with Articles 8.01 – Posting of Vacancies or New Positions, 8.02 – Bidding for Vacancies or New Positions and 8.03 – Filling of Vacancies or New Positions on the following basis:
 - i. First consideration shall be given to Employees from the workplace/agency where the temporary vacancy exists.
 - ii. If there are no qualified and able applicants from the workplace/agency, applicants from the Health Region shall be given consideration.
- b) Two (2) additional postings shall be required for the position of the Employee transferred as a result of the original posting. Subsequent vacancies shall be assigned according to Article 10.18 - Assignment of Relief Work.
- c) An Employee shall not be considered for another temporary position at the same status (e.g. part-time) until having served five (5) months in the current temporary position, or until it is concluded. **If there is an extension to the position, it shall be offered to the employee currently filling the position prior to the position being posted.** When the temporary work becomes redundant, the Employee shall

be returned to her/his home position. If the Employee who created the original vacancy returns prematurely, the temporary Employee shall be returned to her/his home position and Article 10.05 h) - Work Schedules shall not apply to any subsequent Employee(s) affected by the change(s).

- d) No temporary position shall exceed three (3) years and one hundred and nineteen (119) calendar days. The Employer agrees to review with the Union all temporary positions that exceed one (1) year in duration, on a semi-annual basis, to determine whether the position should be posted as a permanent position.
- e) This provision shall not preclude an Employee from simultaneously filling **more than one (1)** temporary **vacancy** where there are no scheduling conflicts or no other violations of the Collective Agreement.
- f) Should a temporary vacancy become a permanent position, it shall be posted and filled in accordance with Articles 8.01 – Posting of Vacancies or New Positions, 8.02 – Bidding for Vacancies or New Positions and 8.03 – Filling of Vacancies or New Positions.
- g) If, as a result of a posted temporary vacancy, an individual is hired from outside the bargaining unit, they shall be **hired for the specific period of the vacancy**. At the end of the period, they shall be considered terminated from employment unless mutually agreed otherwise between the Employer and the Union.

Article 8.16 Trial Period

- a) **It is understood that any Employee exercising her/his rights under this Article shall be deemed not to have resigned from the Health Region.**
- b) Employees who **obtain a new position through a reclassification, transfer, promotion or demotion** shall be considered in a trial period in her/his new position for the first three hundred and twenty (320) hours worked following the date the Employee commences work in the new position. During the trial period Employees will be advised of shortcomings in order to allow for deficiencies to be corrected.
- c) By mutual agreement **between** the parties, an extension may be granted for up to three hundred and twenty (320) hours worked. It is agreed that the circumstances warranting the extension, the improvements expected by the Employer and the duration of the extension, must be communicated to the Employee prior to the expiration of the original trial period.
- d) During the trial period, the Employee shall return to her/his **home** position or OTFT casual/relief if the Employee is deemed unsuitable for the position or at the Employees written request. The Employee will be returned to **her/his home** position formerly held, without loss of seniority and incremental benefits. Article 10.05 h) - Work Schedules shall not apply.

- e) If an Employee returns to her/his **home** position or **OTFT casual/relief status** within thirty (30) calendar days of the commencement date or **prior to commencing in the position**, the vacated position shall be offered to other qualified applicants from the original posting. If there are no other qualified applicants, the position will be re-posted.
- f) Other Employees affected by the rearrangement of positions shall also be returned to **her/his home** position without loss of seniority and incremental benefits. Article 10.05 h) - Work Schedules shall not apply.

Reference to 10.05 h) may need to reference new proposed 10.05

Article 10.01 Standard Hours of Work

a) Full-time Employees

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

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

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

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

b) OTFT Employees

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

All hours worked in excess of eight (8) hours per day or one hundred and twelve (112) hours in a three (3) week period shall be classed as overtime and paid at overtime rates. Employees shall not work a combination of shifts totaling more than forty-eight (48) hours on consecutive days and shall not work more than a

block of six (6) consecutive days without receiving days off. During each three (3) week period, OTFT Employees shall receive a minimum of six (6) days off.

c) Home Care Hours of Work

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

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

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

Assignment of Home Care Client Hours:

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

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

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

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

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

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

e) Dental Assistants and Dental Aides

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

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

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

f) Emergency Medical Services Employees

Hours of Work

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

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

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

Article 10.05 Work Schedules

a) Master Rotations

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

b) Provisional Work Schedules

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

- vi) A rest period of at least eleven (11) hours shall be provided between shifts. Failure to do so, shall result in payment of overtime at established rates for any hours worked during such rest period, except as mutually agreed between the Employer and the Local Union.
 - vii) Split shifts will only be implemented with prior mutual agreement between the Employer and the Local Union.
 - viii) When an Employee is required to change her/his shift from the posted and confirmed schedule, as a result of an Employer directive, the Employee shall be paid overtime at the rate of double (2X) the regular rate for all shift(s) so changed. It is agreed, however, that in emergency circumstances which could not have been foreseen by the Employer, the Employee shall be paid double (2X) the regular rate only for the first four (4) shifts so changed. This provision shall not be applicable to Home Care.
- ix) If relief Employee shift(s) are canceled or changed without forty-eight (48) hours' notice the Employee shall be paid her/his regular earnings for any shift(s) canceled or changed during the forty-eight (48) hour period.

Article 10.07 Minimum Report Pay

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

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

Article 10.10 Third Weekend Premium

- a) Employees required to work three (3) consecutive weekends shall be paid a **third weekend premium** at applicable overtime rates for all hours worked on the weekend which was added to their regular schedule and caused the three (3) consecutive weekends to be worked.

- c) **This premium** shall not be applicable where an OTFT Employee waives the third weekend premium, in writing using an Application for Relief Work Form.

Article 10.11 Standby

- a) Standby Defined

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

- b) Standby Premium

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

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

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

- c) Alternate Arrangement for Standby

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

- d) EMS Services - Standby and Reporting to Work

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

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

Article 10.14 Performing Work at Home

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

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

Article 10.15 Overtime Rates of Pay

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

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

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

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

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

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

- **Medical Care Leave**
- **Family Leave**
- **Bereavement Leave**

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

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

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

Article 11.10 Shortage of Wages

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

Article 12.06 Critical Incident Stress Debriefing

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

Article 13.02 – Accessing and Portability of Benefits

- a) **Employees who terminate from a Regional Health Authority where Employees are covered by the SAHO/SGEU Collective Agreement and are reemployed within one hundred twenty (120) calendar days in another Regional Health Authority where the Employees are covered by the SAHO/SGEU Collective Agreement shall transfer:**
 - i) **seniority;**
 - ii) **unused sick leave credits earned in the previous twenty-four (24) month period;**

- iii) most recent vacation accrual rate;
 - iv) Pension, Group Life, Dental (core), Extended Health Benefits and Enhanced Dental in accordance with the terms of the plans.
- b) Employees who are employed with more than one (1) Regional Health Authority, where the Employees are covered by the SAHO/SGEU Collective Agreement, shall not be eligible to transfer items as specified in Article 13.02 a) until such time as they terminate with one (1) or more of the Employers. It shall be the responsibility of the Employee to notify the remaining Employer of their termination and request a transfer of their seniority and benefits as specified in Article 13.02. In the event the Employee remains employed with more than one (1) Regional Health Authority they shall only be entitled to transfer their seniority and benefits from the terminating Employer to one (1) of the remaining Employers.
- c) Employees who work in more than one (1) Regional Health Authority, where the Employees are covered by the SAHO/SGEU Collective Agreement, shall access benefit plans as listed in a) – iv) above as if employed at a single Regional Health Authority.

Article 14.02 Definition of Vacation Year

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

Article 14.03 Access to Vacation Credits

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

Current 14.03 to be added as above. Renumber remainder of collective agreement.

Article 14.05 Carry-over of Unused Annual Vacation Leave

- a) All Employees shall be entitled to carry over up to forty (40) hours of vacation credits without a request.
- c) For Employees who have been off work due to certified illness for an extended period of time, the Employee will carry-over his/her vacation credits. Should the Employee be off work for three (3) years and one hundred and nineteen (119) calendar days, vacation credits in excess of one hundred and twenty (120) hours shall be paid out if the vacation payout does

not affect the benefit from the third party insurer. The Local Union will be notified before vacation credits are paid out.

Article 14.06 Vacation Period/Posting/Scheduling

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

Article 14.08 Leave During Vacation

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

- a) granted bereavement leave; or
- b) granted sick leave as a result of hospitalization, **upon receipt of written verification;** or

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

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

Article 15.01 Statutory Holidays

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

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

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

Article 16.04 Deduction From Sick Leave Credits

- b) OTFT Employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period, access to accrued sick leave credits will be based on the average number of paid hours in the **fifty-two (52) weeks** preceding the illness or their letter of appointment, whichever is greater.

Article 16.08 Graduated Return to Work

When an Employee is able to return to the work place on any type of a graduated return to work program, rehabilitation program or work hardening program, the Employer,
 SAHO’s Final Offer to SGEU
 January 27, 2010

Local Union, **vocational rehabilitation counsellor (when applicable)** and the Employee shall, prior to the Employee returning to work, meet to identify the details surrounding the Employee's return to work.

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

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

Article 16.09 Duty to Accommodate

a) General

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

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

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

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

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

Note: All options shall be considered when accommodating Employees.

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

b) Medical Information

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

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

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

Article 17.06 Union Leave

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

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

- c) The Employer agrees to continue to pay normal salary and benefits to Employees on a definite leave of absence of one (1) month or less to attend Union business as referred to in a) above.
- d) The Employer shall charge the Union for reimbursement of the cost. Such costs shall include:
 - actual wages;
 - Employer's share of Canada Pension Plan premiums;
 - Employer's share of Employment Insurance Premiums;
 - Employer's share of SHEPP, Public Service Superannuation Plan, or Public Employees' Pension Plan contributions;
 - Employer's share of Group Life Insurance premiums;
 - Workers' Compensation premiums;

- Employer's share of Core Dental Plan;
 - Employer's share of Extended Health and Enhanced Dental Plan.
- e) On definite leaves of absence of more than one (1) month, the Employer agrees to pay normal salary and benefits to the Employee, and will charge the Union, in addition to those costs set forth in Article 17.06 d), **the applicable** amount for the following benefits:
- annual vacation;
 - sick leave;
 - statutory holidays.

Article 17.08 Jury or Court Witness Leave

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

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

Article 17.10 Compassionate Care Leave

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

Article 17.11 Bereavement Leave/Compassionate Leave

The parties agree to change the title to Bereavement Leave.

Article 17.12 Mourner's Leave

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

Article 18.02 Reimbursement for Reasonable Expenses

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

a) Accommodation:

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

Hotel - Employer approved hotel accommodation supported by receipts.

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

b) Meals:

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

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

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

Note – The above rates include GST and meal gratuities.

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

Article 18.08 Sharing Cost of Printing The Collective Agreement

The parties to this **Collective** Agreement shall agree upon the printer of the Collective Agreement. Each party shall determine the number of Collective Agreements it requires and shall be responsible for the printing cost of such copies.

Parties agree to maintain current language and move 18.10 to become 11.04 as follows:

Article 18.10 Updating Personal Information

It shall be the responsibility of the Employee to notify the Employer of any change in the Employee's name, marital status, mailing address, telephone number, bank account number or beneficiary.

Article 19.01 Northern District Allowance

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

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

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

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

Article 19.03 Special Northern Leave

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

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

NEW Camp Differential

A camp differential of eight (8) hours time in lieu shall be credited, in addition to normal wages [eight (8) hours] for each day of the week or portion of a day of the week, that an Employee is required to attend a twenty-four (24) hour camp or to accompany clients/patients/residents on a recreational outing if on a twenty-four (24) hour basis. The time in lieu is to be scheduled within six (6) months of it being earned, or by March 31st of the year, whichever is earlier. Employees are not entitled to request the time in lieu as a payout.

For the duration of a camp assignment, an Employee is not entitled to overtime. Employees who, while at camp or accompanying clients/patients/residents on a

twenty-four (24) hour basis, work through their scheduled days of rest will be granted equivalent time off with pay.

Article 19.04 Northern Health Maintenance

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

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

- For 487.2 hours paid excluding overtime, the employee shall be entitled to 25% of the cost of the round trip;**
- For 974.4 hours paid excluding overtime, the employee shall be entitled to 50% of the cost of the round trip;**
- For 1461.6 hours paid excluding overtime, the employee shall be entitled to 75% of the cost of the round trip;**
- For 1948.8 hours paid excluding overtime, the employee shall be entitled to 100% of the cost of the round trip.**

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

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

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

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

- f) Transportation shall be paid to an Employee for a spouse, or their children (eighteen (18) years of age or under), including adopted children as well as wholly dependent children over eighteen (18) years of age (eg. disabled):
 - i. if it is necessary for the family member who obtains treatment to be escorted by the Employee during the period of travel;
 - ii. no suitable arrangements for the care of the dependents can be made and the Employee must therefore accompany the person obtaining treatment.

- g) **Northern Health Maintenance may be paid where an Employee is working on the date of an appointment, and has made alternate transportation arrangements for a dependent child or a spouse that requires someone to accompany them for medical treatment. No Employee shall access more than four (4) trips per year.**

Article 19.07 Medivac Allowance

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

Article 24.01 Definition of Layoff

A layoff shall be defined as:

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

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

The parties agree to delete the following:

Article 25.02 Retirement Date

The retirement date of all Employees shall be the first (1st) day of the month coincident with, or immediately following the attainment of the age sixty-five (65). Employees may retire before age sixty-five (65) with full or reduced pensions stipulated in their Pension or Superannuation Plan.

Article 27.01 Workers' Compensation Benefits

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

The following procedure shall be used to implement the foregoing:

- a) When an Employee has applied for Workers' Compensation benefits, the Employer will continue to pay the Employee her/his regular net pay for a period not to exceed one (1) year.
- b) The hours paid for OTFT part-time and OTFT casual/relief Employees receiving Workers' Compensation benefits shall include all paid hours (e.g. regularly scheduled hours, additional casual/relief hours, vacation hours, sick hours, Statutory Holiday hours and paid leaves of absence) excluding overtime and other premium payments, and shall be based on the previous fifty-two (52) week period. The weekly average shall be based on the fifty-two (52) week period ending on the Saturday **of the pay period prior to the date of the claim.**
- c) The Workers' Compensation cheque will be made payable to the Employer.
- d) Should the Employee's claim be disallowed by Workers' Compensation, then any money so paid will be either charged against sick time, or if the Employee has no sick time, the amount so paid will be recovered from the Employee and the Employee may apply for benefits from the SGEU Long Term Disability Plan. **If the Employee's claim is disallowed, the Employer, Employee and Union shall meet to determine a repayment plan. The repayment shall be completed in a reasonable period of time.**
- e) At year end, the Employee's gross earnings will be adjusted by the amount paid by the Workers' Compensation Board. The Employment Insurance and Canada Pension Plan deductions will be recalculated based on the adjusted gross pay and the difference is to be refunded to the Employee by the Employer.
- f) Employees absent as a result of a compensable accident or illness under this Article shall not be paid for Statutory Holidays but for the first year shall accumulate sick leave credits and vacation credits. However, vacation credits accruing during receipt of WCB benefits may only be accessed once such Employee has returned to regular employment outside the auspices of a graduated return to work program sponsored by the WCB.

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

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

New

Article 27.02 Tuberculosis Compensation

a) Compensation Payable

People seeking employment will be categorized as follows:

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

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

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

b) Compensation Testing

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

c) Compensation on Termination

An Employee whose services have been terminated for any cause and who within three (3) months of separation is diagnosed by a physician as

having tuberculosis, shall be entitled to the above compensation and the salary rate shall be based on the salary she/he was receiving at the time her/his services were terminated.

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

d) Duration of Compensation

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

e) Compensation Not Payable

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

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

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

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

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

f) Sick Leave

An Employee absent from duty due to the contracting of Tuberculosis under circumstances above, shall not have such absence charged against sick leave allowed under Article 16 – Sick Leave, except as provided

under Article 27.02 – Tuberculosis Compensation -b) – Compensation Testing.

The parties agree to delete the following LOU.

LETTER OF UNDERSTANDING - #5

Between

Saskatchewan Association of Health Organizations

And

Saskatchewan Government and General Employees' Union

Re: Home Care

The parties agree to delete the following LOU.

LETTER OF UNDERSTANDING - #7

Between

Saskatchewan Association of Health Organizations

And

Saskatchewan Government and General Employees' Union

Re: Union/Management Committee

LETTER OF UNDERSTANDING - #8

Between

Saskatchewan Association of Health Organization

And

Saskatchewan Government and General Employees' Union

Re: Public Service Superannuation Plan

For Employees on staff as of the date of signing the Collective Agreement who contribute to the Public Service Superannuation Plan, the Employer agrees to honor Section 112 (b) of the 1967 Public Service Agreement:

“An Employee whose sick leave benefits are exhausted may draw on his/her future credits to a maximum of thirty days, providing that he/she has enough equity in superannuation of **Elective Service Agreement (E.S.A.)** contributions to cover any overdrawn amounts in the event she/he separates, dies, or retires from the service.”