

January 27, 2010
Memorandum of Agreement
Between
Service Employees International Union West
(SEIU-West)
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 SEIU-West membership for ratification.

The parties agree to 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 effective April 1, 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 this 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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	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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	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 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~~ **is** appropriate. All material will be forwarded to the JJEMC for review.

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

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

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

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

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

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

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

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

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

VI INITIATING THE REVIEW OF A CHANGED JOB (RECLASSIFICATION)

40. Either an employee or supervisor ~~may~~ **will** complete a Job Review Request Form, a Job Fact Sheet and changes to the **current provincial** job description if they believe qualifications and/or the duties of a job has changed. The foregoing will be submitted to the appropriate Human Resources Department.

41. Within five (5) working days the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.

42. Within fourteen (14) working days, the Human Resources Department and the Local Union will arrange to meet with the Assistant, to determine if the job has changed sufficiently to warrant a review. The three (3) groups will determine if there is an existing job description and job rating that are appropriate. The material will be forwarded to the JJEMC for review.

43. If the Human Resources Department, the Local Union and the Assistant agree that an existing job description and job rating are appropriate, the job will be reclassified immediately and the employee and the supervisor notified. The material will be forwarded to the JJEMC for information purposes **only**.

44. If the Human Resources Department and the Local Union with the assistance of the JJEMC Assistant cannot agree that an existing job description and job rating are appropriate, the material will be forwarded to the JJEMC for review.

~~45. If the first review is done by the JJEMC and the incumbent and/or supervisor do not sign off either or both may submit more information to the JJEMC for review.~~

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

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

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

46. ~~Failing consensus following the mediation stage, t~~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~~ **Chair**.

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 ORGANIZAITONS (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 ORGANIZAITONS (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

AND

SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-West)

Re: Licensed Practical Nurses

The Saskatoon Health Region, Heartland Health Region, Five Hills Health Region, and the Cypress Health Region are committed to enabling Licensed Practical Nurses to perform the full scope of their duties based on the model of care being provided.

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

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

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

**CUPE LOU #9
SEIU 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

4.05 Return to Work and Duty to Accommodate

- a) The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability, or as a consequence of limitations as a result of illness or injury or who otherwise require accommodation as set out in the Saskatchewan Human Rights Code, the Saskatchewan Human Rights Code-Regulations, *The Saskatchewan Labour Standards Act* and *The Saskatchewan Occupational Health and Safety Act*. **It is recognized that employees may be supernumerary dependant on the terms of their Return to Work/Duty to Accommodate.**

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

- b) Employee Wages, Benefits and Seniority

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

- c) Medical Information

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

- g) **Modified Position**

Any position with modified and/or bundled duties, as part of a Return to Work/Duty to Accommodate, that is subsequently vacated, shall not be posted with the modified and/or bundled duties. Should the Employer choose to fill the vacated position, the position will be posted as per the Provincial Job Descriptions and under the terms of Article 11.

Current g) renumbered to h)

Letter of Understanding

RE: Employee Benefits and Return to Work/Duty to Accommodate

Within the term of the Collective Agreement commencing April 1, 2008, the Union, the Employers and representatives of SAHO shall meet to review the Return to Work/Duty to Accommodate processes regarding the maintenance of employee benefit entitlements and reporting mechanisms of same. The agenda of this meeting shall include but not be limited to employee employment status both during and after a Return to Work/Duty to Accommodate period, benefit entitlements under the terms of the plans, and reporting requirements for eligibility under the terms of the plans. The goal is to identify practices throughout the Regional Health Authorities for the purposes of maintaining access and eligibility to benefits in a fair, uniform manner.

This Letter of Understanding shall be separate and apart from the body of the Collective Agreement.

5.02 Dues Checkoff

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

ARTICLE 6 - COMMITTEES

6.01 Joint Union Management Committee

- a) At either party's request, a Joint Committee shall be established to deal with such matters of mutual concern as may arise from time to time in the operation of the

Employer. It is recognized that the purpose of the committee is to promote joint problem solving.

b) Composition

The committee shall be composed of representatives of the Employer and/or SAHO and the Union. The committee may utilize the assistance of mediation/conciliation services.

c) Time Limits

The committee shall meet as and when required upon request of either party, within seven (7) calendar days.

d) Jurisdiction

The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

e) No Loss of Pay For Joint Union Management Committee

Employees who attend a Joint **Union Management** Committee meeting shall be released from duty without loss of pay.

6.02 Nursing Policy Committee

a) Where the Employer establishes committees to deal with nursing policies or procedures the Employer agrees to have Licensed Practical Nurse and Special Care Aide/Home Health Aide representation on the committees.

b) No Loss of Pay For Nursing Policy Committee

Employees who attend a Nursing Policy Committee meeting shall be released from duty without loss of pay.

6.03 Other Committees

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

11.09 Temporary Vacancies

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

11.10 Casual Hours of Work

~~a) Aims and Principles~~

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

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

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

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

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

b) **Procedure**

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

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

The form shall indicate:

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

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

Employees shall be responsible for providing a copy of the Pro-Forma Casual Work Availability Form to each department in which they perform casual work.

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

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

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

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

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

Short-term periods of unavailability (One (1) week or less) are for unexpected events that could not have been foreseen when the Pro-

Forma ~~Call-In~~ **Casual** Work Availability Form was completed. Short-term requests for absences from **casual** availability shall be submitted in writing. Employees wanting time away from the workplace for vacation should request this time in accordance with Article 16.02.

v) **List Determination**

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

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

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

No additional employees shall be hired until such time as other than full-time employees have been afforded the opportunity to orient in and be placed upon the **casual** lists as provided above. Employees seeking ~~call-in~~ **additional hours of work** shall make advance written application to the Department Director or designate and shall indicate their qualification and specific training. **Employees are responsible for providing copies of the Pro-Forma Casual Work Availability Form when seeking additional hours of work in another department.**

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

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

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

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

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

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

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

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

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

viii) **Hours of Rest**

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

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

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

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

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

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

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

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

1. Casual Work Outside the Posted and Confirmed Period

a) Where additional work becomes available outside the posted and confirmed period, the Pro-Forma Casual Work Availability Form shall be used to schedule casual work in order of seniority, first to part-time, then to casual Employees who are on the casual list. No Employee shall be scheduled more than 112 hours in a three-week period unless covered by an extended shift agreement. All scheduling provisions of Article 13.05 shall apply.

b) The Employer will notify the employee as soon as possible that they have been scheduled.

c) Where an employee has casual work scheduled outside the posted and confirmed period as per a) above, the Employer agrees that such work shall be guaranteed within the twenty-eight (28)

calendar day provisional work schedule, subject to 13.05 g).

2. Casual Work Inside the Posted and Confirmed

- a) **Where additional work becomes available inside the posted and confirmed period, the Pro-Forma Casual Work Availability Form shall be used to offer casual work in order of seniority, first to part-time, then to casual Employees who are on the casual list. No Employee shall be offered more than 112 hours in a three-week period unless covered by an extended shift agreement. All scheduling provisions of Article 13.05 shall apply.**
- b) **Where additional work becomes available inside the posted and confirmed period, if there is no immediate personal response to an offer of additional work, the shift shall be offered to the next senior employee on the list.**
- c) Only one (1) enhancement of hours shall be offered per twenty-four (24) hour period

3. APPLICABLE TO HOME CARE ONLY:

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

- xi) Employees cannot give up shifts in a department and classification to work in another department and classification.

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

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

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

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

- xiv) **Where an employee is consistently unavailable for ~~call-in~~ casual work, the Employer shall meet with the employee and the Union to advise that the Pro-Forma ~~Call-In~~ Casual Work Availability Form has not been met. The parties shall review with such employee whether the employee continues to be available for future ~~call-in~~ casual work. As a result of such meeting the Employer may take appropriate actions including: Amendments to the employee's Pro-Forma ~~Call-In~~ Casual Work Availability Form for the current and/or following quarterly period; or movement to the bottom of the call-in list for the current and/or following quarterly period.**

- xv) This protocol applies to additional work which was not foreseen when the master rotation was created by each department. It in no way supersedes or replaces the scheduling or posting provisions of the Collective Agreement, and the parties hereto agree to apply this protocol in a manner complementary to other provisions of the Collective Agreement.
- xvi) The parties acknowledge that matters contained herein require their full co-operation and consequently they agree to make every effort to meet and address points of dispute. ~~Matters not resolved may be referred to the grievance procedure at Step Two (2).~~
- xvii) The ~~call-in~~ **casual hours of work** system provided in this Article shall be implemented unless and until the **parties agree otherwise**. All such improvements and/or refinements shall be reduced to writing. Should a more specialized local agreement be terminated by either Union or Employer, this Article shall apply from the expiration of any required notice period, or the date of termination, whichever is the later.

13.01 a) Standard Application

- i) Normal full-time hours of work shall be one hundred and twelve (112) hours in a three (3) week period divided into shifts of eight (8) consecutive hours (exclusive of a specified meal period) calculated from December 5, 1999. Hours worked in excess of the above-stated hours shall be classed as overtime and paid at overtime rates of pay.

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

13.05 Work Schedules

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

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

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

- i) Article 15.01 General Leave;
- ii) **Article 15.02 Maternity Leave**
- iii) Article 15.10 Leave for a Union Position;
- iv) Article 15.11 Election to Professional Association;

v) Article 15.12 Education Leave; **or**

vi) Article 15.14 Leave for Public Office.

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

13.11 Standby

APPLICABLE TO OTFT EMS:

- a) ~~— A standby payment for standby assignment shall be paid to other than full-time employees assigned at the rate of two dollars and nineteen (\$2.19) cents per hour for the first (1st) fifteen (15) such standby assignments in the three (3) week period as set out in the Collective Agreement. For the purposes of determining such standby assignments, it shall be a continuous period of time not to exceed twenty-four (24) hours from the commencement of the standby assignment.~~
- b) ~~— Standby assignments in excess of fifteen (15) in the three (3) week period, or on Statutory Holidays shall be paid at the rate of four dollars and twelve (\$4.12) cents per hour.~~

~~APPLICABLE TO OTFT EMS – EFFECTIVE APRIL 1, 2007:~~

~~Other Than Full-Time EMS employees shall be paid four dollars and twelve (\$4.12) cents for each hour on standby with a minimum payment of eight (8) hours each day on standby.~~

13.13 Transportation Allowance

~~Effective April 1, 1999, all employees not previously in receipt of the premium as specified above shall be entitled to same.~~

- a) ~~— Employees who are called back to work and require transportation, will use either the taxi company designated by the Employer and will charge the return fare to~~

~~the Employer, or where employees are required or choose to use their own mode of transportation, they shall be paid at the basis of thirty two cents (\$0.32) per kilometre with a minimum of three dollars and fifty cents (\$3.50) per round trip.~~

- ~~b) When an employee is requested and agrees to use his or her own automobile for Employer's business after the normal travel to work and before travelling home from work, such employee shall be paid at the basis of thirty two cents (\$0.32) per kilometre with a minimum of three dollars and fifty cents (\$3.50) per round trip. The above arrangements may be altered by mutual agreement between the Union and the Employer.~~

~~Home Care A round trip is where there is a start and a finish and there is a break in assigned duties of greater than one (1) hour, exclusive of scheduled meal breaks (e.g. lunch/dinner). Several client visits within the same work assignment, not involving any breaks of greater than an hour will require logging of kilometers for travel reimbursement. Such employee shall be paid at the basis of thirty two cents (\$0.32) per kilometre with a minimum of three dollars and fifty cents (\$3.50) per round trip.~~

~~EFFECTIVE Date of Signing the Collective Agreement:~~

- a) Employees who are called back to work and require transportation, will use either the taxi company designated by the Employer and will charge the return fare to the Employer, or where employees are required or choose to use their own mode of transportation, they shall be paid at the basis of thirty-eight cents (\$0.38) per kilometre with a minimum of three dollars and fifty cents (\$3.50) per round trip.
- b) When an employee is requested and agrees to use his or her own automobile for Employer's business after the normal travel to work and before travelling home from work, such employee shall be paid at the basis of thirty-eight cents (\$0.38) per kilometre with a minimum of three dollars and fifty cents (\$3.50) per round trip. The above arrangements may be altered by mutual agreement between the Union and the Employer.

~~Home Care - A round trip is where there is a start and a finish and there is a break in assigned duties of greater than one (1) hour, exclusive of scheduled meal breaks (e.g. lunch/dinner). Several client visits within the same work assignment, not involving any breaks of greater than an hour will require logging of kilometers for travel reimbursement. Such employee shall be paid at the basis of thirty-eight cents (\$0.38) per kilometre with a minimum of three dollars and fifty cents (\$3.50) per round trip.~~

- c) ~~Effective April 1, 2006, The transportation rate shall be adjusted (increased or decreased) to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI) for January 2006 over October 2005. The adjustment percentage will be rounded off to the nearest one hundredth (1/100) of one (1) per cent. The amount of adjustment yielded by the procedure shall be rounded to the nearest one hundredth (1/100) of one cent (\$0.001).~~

Further reviews will be done according to the following table:

REVIEW PERIOD	EFFECTIVE DATE
January 2010 over October 2009	April 1, 2010
April 2010 over January 2010	July 1, 2010
July 2010 over April 2010	October 1, 2010
October 2010 over July 2010	January 1, 2011

Further reviews will continue every three (3) months following the above periods.

13.14 Shift Premium

A shift premium of one dollar and fifty cents (\$1.50) per hour shall be paid to employees working shifts, (including shifts worked on Statutory Holidays) whereby, the majority of such hours fall within the period 1500 hours and 0800 hours. Shift premium shall not apply to overtime hours worked.

Effective April 1, 1999, all employees not previously in receipt of the premium as specified above shall be entitled to same.

~~Effective April 1, 2006, an increase in shift premium from seventy cents (\$0.70) per hour to one dollar and fifteen cents (\$1.15) per hour.~~

~~Effective April 1, 2007, an increase in shift premium from one dollar and fifteen cents (\$1.15) per hour to one dollar and fifty cents (\$1.50) per hour.~~

13.15 Weekend Premium

A weekend premium 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, weekend premium will not apply.

Effective April 1, 1999, all employees not previously in receipt of the premium as specified above shall be entitled to same.

~~Effective April 1, 2006, an increase in weekend premium from thirty cents (\$0.30) per hour to sixty cents (\$0.60) per hour.~~

~~Effective April 1, 2007, an increase in weekend premium from sixty cents (\$0.60) per hour to one dollar and twenty five cents (\$1.25) per hour.~~

14.03 Working on a Statutory Holiday

b) All Other Than Full-Time Employees

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

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

OR

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

X	Employee's Hourly Rate of Pay in their Home Job	=	Statutory Holiday Pay
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- ii) Who work on a Statutory Holiday shall be paid at the rate of one and one-half (1 ½) times the regular rate plus shall receive time off with pay in lieu of Statutory Holiday pay, calculated in accordance with either of the above formula (whichever is greater).
- iii) The parties agree that such time off in lieu, in accordance with Article 14.03 b) i) or Article 14.03 b) ii) shall be maintained in a bank and, after having received confirmation that the employee has accumulated eight (8) hours, such time shall be paid out in a three (3) week period where the employee has been paid or scheduled one hundred and four (104) hours or less. Such time shall be paid as follows:

- a) In a three (3) week period during the current payroll year preceding the date of confirmation of accumulation of eight (8) hours; or
- b) If the employee has paid hours of greater than one hundred and four (104) in all preceding three (3) week periods during the current payroll year referred to in a) above, the accumulated eight (8) hours shall be paid in the first three (3) week period in which the employee is not scheduled for greater than one hundred and four (104) hours.

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

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

15.01 General Leave of Absence

- a) Insofar as regular operations permit, **general** leave of absence without pay shall be granted to the employee provided the employee furnishes reasons for requiring such leave. The Employer shall respond to all requests for leave of absence within seven (7) days of receipt of the request **by informing the employee that the request for leave of absence is approved, denied or that further assessment is required. If the request for the leave of absence is denied, the reasons for**

denial will be provided. Should the response indicate further assessment is required, the Employer shall indicate an expected time and/or date when such assessment will be completed. All requests for leave of absence shall be submitted in writing to the person responsible for scheduling with a copy to Human Resources and a copy to the Local Union Office when leaves are denied.

- b) **As set out in paragraph a) above, where a general leave of absence is requested by an employee for the purposes of him/her engaging in alternate employment such leave shall not exceed the period of one (1) year from his/her permanent position.**
- c) **Where an employee on a general leave of absence is engaged in alternate employment with another Saskatchewan Regional Health Authority and/or Affiliate, or the Union such leave may be extended beyond the one (1) year set out in paragraph b) as follows; upon the relinquishment of their permanent position, the employee shall be granted casual status and placed on general leave of absence status for up to a maximum of two (2) years from such casual employment with the Employer.**

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

15.08 Bereavement Leave

- a) The purpose of bereavement leave is to provide a period of absence from the workplace from the date of death up to and including two (2) days after the funeral. **Where there is a memorial service instead of a funeral, the period of absence from the workplace for the purposes of bereavement leave shall be the same.**
 - i) In the event of the death of a parent, spouse, brother, sister, child, common-law spouse, former guardian, fiancé, grandchild or someone with whom the employee has had a similar relationship, the employee shall receive time off from work without loss of pay

and benefits to a maximum of four (4) days based on their scheduled shifts; or

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

16.02 Vacation Period and Posting

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

Annual vacation time shall be regulated on a mutually agreed basis. In case of disagreement, seniority shall govern within the department. However, employees who do not request vacation time before April 1st of each year shall forfeit their right to use seniority. Vacation requests after this date shall be governed on a first-come, first-serve basis and the Employer shall provide a response within

seven (7) days. The Employer agrees to give reasonable consideration to all requests submitted with less than seven (7) days notice.

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

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

- a) **Schedule vacation with four (4) weeks notice to the employee. Where possible, seniority shall be a consideration in the scheduling of an employees vacation; and/or**
- b) **Pay-out the remaining vacation provided the employee has accessed a minimum of three (3) weeks vacation as per 16.04.**

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

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

16.05 Accrual and Credits

- a) Vacation credits shall be earned on the following basis:
- i) ~~During the first (1st) and subsequent years, including the fifth (5th) year of continuous employment, at the rate of one and one-quarter (1 1/4) days per month worked (to a maximum of fifteen (15) working days per year);~~
 - ii) ~~During the sixth (6th) and subsequent years, including the sixteenth (16th) year of continuous employment, at the rate of one and two thirds (1 2/3) days per month worked (to a maximum of twenty (20) working days per year);~~
 - iii) ~~During the seventeenth (17th) and subsequent years, including the twenty-ninth (29th) year of continuous employment, at the rate of two and one-twelfth (2 1/12) days per month worked (to a maximum of twenty-five (25) working days per year);~~
 - iv) ~~During the thirtieth (30th) and subsequent years of continuous employment, at the rate of two and one half (2 1/2) days per month worked (to a maximum of thirty (30) working days per year).~~

~~Effective April 1, 2007, an employee shall accrue annual vacation credits on the following basis:~~

- i) During the first (1st) and subsequent years, including the third (3rd) year of continuous employment, at the rate of one and one-quarter (1 1/4) days per month worked (to a maximum of fifteen (15) days or one hundred and twenty (120) hours per year);
- ii) During the fourth (4th) and subsequent years, including the fourteenth (14th) year of continuous employment, at the rate of one and two-thirds (1 2/3) days per month worked (to a maximum of twenty (20) days or one hundred and sixty (160) hours per year);
- iii) During the fifteenth (15th) and subsequent years, including the twenty-fourth (24th) year of continuous employment, at the rate of two and one-twelfth (2 1/12) days per month worked (to a maximum of twenty-five (25) days or two hundred (200) hours per year);
- iv) During the twenty-fifth (25th) and subsequent years of continuous employment, at the rate of two and one-half (2 1/2) days per month

worked (to a maximum of thirty (30) days or two hundred and forty (240) hours per year).

- b) For the purpose of calculating vacation time credits only, for full-time employees, length of service shall not be reduced by leaves of absence granted May 1, 1989, and thereafter;
- c) Continuous employment shall be calculated from the last time the employee received an increase in the vacation credit benefit (e.g. the date the vacation credit benefit changed from three (3) weeks to four (4) weeks). For Acute Care, vacation credit benefit will begin accumulating May 1, 1996. There is no change for employees formerly covered by the SEIU SASCH and SHA Long-Term Care Agreements.

As of May 1, 1999, employees who currently have more than one (1) accrual rate with one (1) Employer shall accrue vacation at their highest rate of accrual.

- d) An employee not having completed a full year of service prior to the beginning of the vacation year in any year shall earn vacation credits, as specified in Article 16.05 a), on a pro-rata basis.

16.11 Deferral of Vacation Credits

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

18.02 Return to Previous Job Classification

An employee who returns ~~within three (3) calendar years~~ to a previously held job classification **(either JJE classification or pre-JJE job classification now included in a JJE classification)** within the Regional Health Authority shall be paid **either** at the step in the applicable Pay Band at which the employee was

being paid when the employee last occupied that job classification **or as determined in the October 3, 2003 Memorandum of Agreement, Number 7 “Steps”, whichever is greater.**

18.03 Recognition of Previous Experience

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

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

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

19.07 Professional Fees

~~Effective April 1, 2003, the Employer shall reimburse eligible employees to a maximum of one hundred fifty dollars (\$150.00) annually for costs associated with professional or licensing fees that employees are required to pay by either statute or the Employer.~~

~~Effective April 1, 2006, The Employer shall reimburse eligible employees for associated professional or licensing fees that employees are required to pay by either statute or the Employer. The maximum reimbursement shall be one hundred and fifty dollars (\$150.00) or the professional fee amount established by the professional association required to practice as of January 1, 2006, whichever is greater.~~

Reimbursement for employees working in two (2) or more Regional Health Authorities shall receive entitlement under this provision from a maximum of one (1) Employer only.

Payment will be made upon proof of registration provided to the Employer, by the employee. Where employees retire during any professional or licensing year, the Employer shall reimburse such employees for professional or licensing fees in accordance with this Article.

23.05 Medical Examinations, Immunizations and Infectious Disease

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

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

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

23.0X Outbreak

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

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

under Article 11.10, Article 13.08 or Article 13.12 in an exposed facility, site or work area. However, once an employee is exposed b) i) shall apply. Where an employee becomes ill during an outbreak, he/she shall be compensated in accordance with Article 23.05 c) and d).

- iii) Where an employee is not compensated under Article 23.05 c) and d), the employee may elect to use vacation, statutory holiday or earned days off.**
- c) Where it becomes operationally necessary to offer or schedule relief work in an exposed facility, site or work area to non-exposed employees, the Employer shall contact the Union to discuss. Such discussions may include employees voluntarily offering to work in an exposed facility, site or work area.**

23.0x NEW Tuberculosis Compensation

- i) Compensation Payable**

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

- ii) Compensation/Testing**

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

- iii) Compensation After Termination of Employment**

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 he/she was receiving at the time his/her services were terminated. Such compensation shall be payable so long as the former employee is seeking treatment from a qualified physician and/or medical practitioner.

Compensation shall continue until the former employee is considered non-infectious. However, under no circumstances will compensation continue beyond one (1) year from the date of separation.

Proof of infection and/or treatment will be provided by the former employee to the Employer as required by the Employer.

iv) Compensation Not Payable

- a) Those new employees showing evidence of arrested Tuberculosis will not be eligible for compensation.**
- b) Those new employees showing evidence of inactive Tuberculosis who have never required treatment for the disease will not be eligible for compensation, if active Tuberculosis is discovered within the first twelve (12) months of their employment.**
- c) No compensation will be paid to any employee who is found within the first three (3) months of employment to have Tuberculosis, except persons showing no signs of previous Tuberculosis infection as confirmed by negative tuberculin tests.**
- d) Compensation under this Article will not be paid to an employee who fails to cooperate with treatment, as specified by a qualified physician and/or medical practitioner, or who fails to provide ongoing proof of illness at reasonable intervals.**

Article 29.06 Employer

Employer shall mean an affiliate and/or a Regional Health Authority as identified on page i) of this Agreement. For the purposes of Article 20 only, the term “Employer” shall include Extendicare (Canada) Inc. whose employees are represented by **SEIU-West (formerly Locals 333, 336 and 299)** and are covered under the SEIU Extendicare (Canada) Inc. Collective Bargaining Agreement.

Article 29.09 Parties

Parties to this Agreement shall mean **SEIU-West (formerly Service Employees International Union (SEIU) Locals 333, 336 and 299)** and the Employer(s) represented by Saskatchewan Association of Health Organizations (SAHO).

Consequential Proposal

The parties recognize there are various references to SEIU and the former individual Locals (299, 333, 336) in the current Collective Agreement that will need to be amended to make proper reference to SEIU-West. SEIU-West proposes that these amendments be identified and modified by the Parties in a comprehensive manner upon successful conclusion of these current negotiations and preparatory to the printing of the new Collective Agreement.

LETTER OF UNDERSTANDING

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

The SAHO Committee is prepared to maintain the current language of LOU#12 on the basis that the parties following meaningful consultation may, by mutual agreement, determine a Letter of Understanding or Memorandum of Agreement that sets out the terms/conditions of the reorganization or organizational change.

Where no Letter of Understanding or Memorandum of Agreement is developed or where there is no agreement on a Letter of Understanding or Memorandum of Agreement, the parties shall exchange correspondence setting out their respective positions with such to be done in a timely manner. Such disagreement shall not preclude the Employer from proceeding.

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

**LETTER OF UNDERSTANDING
NEW RE: APPRENTICESHIP**

LETTER OF UNDERSTANDING

Apprenticeship Program for Facility & Energy Services/Maintenance Departments

BETWEEN: SEIU-West

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

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

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

Conditions of Apprenticeship and Responsibilities for Apprentices

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

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

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

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

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

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

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

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

Posting and Filling of Apprenticeship Positions

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

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

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

Apprenticeship Position Wages

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

Three Year Trades:

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

Four Year Trades:

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

In no circumstance shall an apprentice receive a wage rate that is less than Pay Band eleven (11).

Remuneration while attending Apprenticeship Trade School

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

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

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

Termination of Apprenticeship

The apprenticeship agreement will end when the Apprentice has successfully completed the Apprenticeship Program and is certified as a journey person in the trade. The Apprentice will be paid at the step two (2) of the wage rate associated with the trade as

set out in the Collective Agreement. Such wage payment will be retroactive to the date of the successful writing of the final examination of the Apprenticeship Program.

The apprenticeship will be terminated prior to completion if:

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

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

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

**NEW LETTER OF UNDERSTANDING
RE: COST OF PRINTING COPIES OF THE COLLECTIVE AGREEMENT**

Each party shall be responsible for the cost of printing copies of the Collective Agreement for their respective membership.

7. SAHO/SEIU-West Agreed Contract Language Amendments

3.04 Progressive Discipline

No employee shall be disciplined or suspended without just cause and without being apprised of the issue or concern prior to any disciplinary action being taken. The Employer agrees to use a process of Progressive Discipline in a timely and reasonable manner. An employee is entitled to be accompanied by a Union representative when interviewed during the course of an investigation.

- a) A copy of a document placed on an employee's file which might at any time be the basis for disciplinary action shall be supplied to the employee, with a copy to the Local Union Office;
- b) The employee's reply to such document shall also become a part of the employee's file;
- c) Documentation referred to in a) that is not related to a disciplinary suspension shall become void after two (2) years, unless there have been subsequent documented incidents of a similar nature. Documentation referred to in a) that is related to a disciplinary suspension shall become void after three (3) years, unless there have been subsequent documented incidents of a similar nature. **Upon request, following the time periods above, the documentation shall be removed from the employee's file.**
- d) Suspension pending investigation is not considered discipline. If an employee is suspended pending investigation, the Employer shall render its decision regarding discipline no later than fourteen (14) calendar days from the date of the suspension, except as otherwise agreed between the Employer and the Union. Where the suspension is without pay and investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the employee shall be paid for time lost and be made whole in all respects.

The SEIUWEST Bargaining Committee is prepared to agree to the above revision on the basis of the Employer confirmation that any and all void documentation will not be relied upon by the Employer as a result of it remaining on the employee's file.

4.02 Harassment

The Union and the Employer recognize the right of employees to work in an environment free of harassment and will work jointly to achieve that goal. The Employer shall have in place a harassment policy, which shall be reviewed regularly and revised as deemed appropriate.

a) Definition of Harassment

Harassment means any objectionable conduct, comment, or display by a person that is directed at a worker, constitutes a threat to the health or safety of the worker, and:

- 1) Is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry, or place of origin, Union activity; or
- 2) Is a repeated, intentional, sexually oriented practise that undermines an employee's health, job performance, or workplace relationships, or endangers an employee's employment status or potential; or
- 3) Is an unsolicited, unwelcome, disrespectful or offensive behaviour directed at another person. These actions may be identified as repeated intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation. This is intended to include personal harassment and/or bullying.

4.04 Representational Workforce

a) General Provisions

The parties agree with the principle of achieving a representative workforce for Aboriginal workers. Subject to available funding, the parties therefore agree to develop, implement, monitor and evaluate initiatives designed to facilitate Aboriginal participation in all occupations in proportion to the **community or** provincial working population. Such actions will be complementary to the provisions of this Collective Agreement **and administered through the established joint advisory committees in conjunction with the parties to that committee. It is agreed that any employee who attends these joint committees shall be released from duty without loss of pay.**

b) Workplace Preparation

The parties agree to implement educational opportunities for all employees to deal with misconceptions and myths about Aboriginal peoples.

The parties agree to identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and/or remaining in the workforce.

d) Accommodation of Spiritual or Cultural Observances

Subject to operational requirements, every reasonable effort will be made to accommodate an employee in order for them to attend or participate in spiritual or cultural observances required by faith or culture. It shall be incumbent upon the employee to provide the Employer with reasonable notice of such observances.

Accumulation of seniority issues to be addressed in Article 9.02 k).

5.06 Introduction to Union Steward

- a) During the first (1st) month of employment and within regular working hours, the Employer agrees to ensure that all new employee(s) are introduced to their Union Steward or representative. **A list of all new employees shall be provided to the Union on a monthly basis. The Union Steward or representative shall have up to fifteen (15) minutes to share pertinent Union information with each new employee.**
- b) **Where the Employer provides a regional orientation, a Union Steward or representative shall have up to thirty (30) minutes within regular working hours to make a presentation and to provide the employee(s) with a copy of the Collective Agreement and any other pertinent information. The Union shall be given reasonable notice of the regional orientation date(s), locations and the names of expected SEIU attendees together with their home facility/service.**
- c) **Where there is no regional orientation process in place, the Union shall have up to thirty (30) minutes within regular working hours to share information as per a) above (e.g. within first (1st) month of employment).**

Agreed to with the understanding provided on SEIUWEST's June 26, 2009 proposal.

Article 7.01

- a) Definition

A grievance shall be defined as any difference or dispute between the

- b) Initiation of Grievances

Individual grievance(s) shall be filed through the Union and submitted to the employee's immediate out-of-scope Supervisor or designate as set out under Article 7.07. Group grievances, policy grievances and interpretation grievances must be submitted by the Union.

Article 7.07 First (1st) Step – Pre Grievance Resolution Discussions

The parties agree to promote the timely resolve of workplace issues and, where dialogue between the Shop Steward and the immediate out-of-scope Supervisor or designate results in effective resolutions, to avoid filing a grievance. It is understood that such resolutions are agreed on a without prejudice basis.

Article 7.08 **Second (2nd) Step - Grievance to Immediate **Out-of-Scope** Supervisor or Designate**

Grievances should be resolved as quickly as possible. Where such discussions at the First (1st) step do not result in resolution of the dispute, employees, through the Union, or the Union itself, may thereafter refer in writing any such grievance to the immediate **out-of-scope** Supervisor or designate concerned within fourteen (14) calendar days of discovery of the cause for complaint. The Union representative may be accompanied by the aggrieved if the latter so wishes. The immediate **out-of-scope** Supervisor or designate shall give a written decision which sets out the supporting reasons within seven (7) calendar days.

Renumber remaining Article accordingly.

Article 7.09 **Third (3rd) Step - Grievance to Chief Executive Officer or Designate**

Failing satisfactory resolution of the grievance at the **Second (2nd)** step, the Union representative shall refer the matter to the CEO or designate, in writing, within fourteen (14) calendar days of having received the decision of the immediate **out-of-scope** Supervisor or designate.

The Employer designate shall discuss the grievance with the Union representative within fourteen (14) calendar days of receipt of the grievance and shall render a written decision within seven (7) calendar days of the discussion.

It is understood that where the designate is one and the same for the **Second (2nd)** Step and the **Third (3rd)** Step, the Second (2nd) Step may be eliminated through mutual agreement.

Renumber remaining Article accordingly.

7.10 Alternate Dispute Resolution

Failing satisfactory resolution of the grievance at the Third (3rd) Step, the Union and the Employer may agree to refer the grievance to Alternate Dispute Resolution, within fourteen (14) calendar days of receipt of the written decision.

Where such referral occurs, the parties shall meet within fourteen (14) calendar days of receipt of the notice referring a grievance to Alternate Dispute Resolution options to determine, by mutual agreement, what third party process is suitable for resolving the grievance.

At this meeting the parties may:

- a) **Attempt to negotiate a resolution;**
- b) **Where a negotiated settlement is not reached, determine what third party process shall be used to resolve the grievance:**
 - i) **Mediation – including the selection of a Mediator; or**
 - ii) **Expedited Arbitration – including the selection of an Expedited Arbitrator.**

Where the parties agree to an Alternate Dispute Resolution mechanism, the process will be established by mutual agreement.

If the parties are unable to mutually agree upon an Alternate Dispute Resolution Option within thirty (30) calendar days of such referral, the grievance may be referred to Arbitration in accordance with Article 8.01.

Failing satisfactory settlement of the grievance through an Alternate Dispute Resolution process, the grievance may be referred to Arbitration within fourteen (14) calendar days of receipt of the Alternate Dispute Resolution decision. This referral shall be done in accordance with Article 8.01.

*Intended to replace existing Article 7.09.
Renumber remaining articles accordingly.*

The SEIUWEST Bargaining Committee is prepared to withdraw the NEW LOU re: Alternate Dispute Resolution options.

Article 7.11 Referral to Arbitration

Failing satisfactory settlement of the grievance at the Third (3rd) Step, the matter may be referred, by either party, to Arbitration within fourteen (14) calendar days of receipt of the written decision. This referral shall be done in accordance with Article 8.01.

*Intended to replace Article 7.10.
Renumber remaining Article accordingly.*

The SAHO Committee agrees to withdraw their proposal to delete Letter of Understanding #5 RE: Transition Processes for Calculating Seniority and also agrees to move it to an Appendix and to delete the second paragraph of Article 9.01 as indicated below:

9.01 Definition of Seniority

Seniority shall be calculated from the last date of employment within the Regional Health Authority. Seniority shall accrue on all paid hours (exclusive of overtime) and all unpaid hours, as provided in Article 9.02, which are earned with all Employers within the Regional Health Authority.

~~All Transition Processes utilized as a consequence of *The Health Labour Relations Reorganization Act* and *The Regional Health Services Act* are outlined in Letter of Understanding #5.~~

9.02 Accumulation of Seniority

j) Leave granted under Article 4.04 d).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.05 Seniority List

- d) Persons employed as full-time for the entire seniority year shall be eligible, subject to Articles 9.02, 9.03, and 9.04 to be credited with nineteen hundred and forty-eight point eight (1948.8) hours of seniority in a seniority year. Requests for adjustment shall be submitted by the employee pursuant to Article 9.05 e) f).

Where a full-time employee has accrued in excess of nineteen hundred (1900) hours but less than nineteen hundred and forty-eight point eight (1948.8) hours in a seniority year, the Employer shall automatically provide an adjustment to nineteen hundred and forty-eight point eight (1948.8) hours for that seniority year. No request for adjustment shall be required.

In no event, shall an employee accrue in excess of nineteen hundred and forty-eight point eight (1948.8) hours of seniority in a seniority year. Where an employee has accrued in excess of nineteen hundred and forty-eight point eight (1948.8) hours in a seniority year, the Employer shall automatically provide an adjustment to nineteen hundred and forty-eight point eight (1948.8) hours of seniority for that seniority year.

Employees covered by Appendix III shall not be affected by the foregoing.

11.03 Posting of Vacancies

- a) *Current Language*
- b) The following information shall be included and it is recognized that these conditions may be subject to change:
 - Type of shifts (days, evenings, nights);
 - Date commencement of the position;
 - Work area or nature of service;
 - Brief summary of duties required by the job.
- c) Should the Employer be unsuccessful in obtaining applicants with the **Provincial Job Description requisite or equivalent** qualifications, and, as per LOU #22 re: JJE Implementation Issues b) v) intends to **accept applicants without the requisite or equivalent qualifications**, the Employer shall repost the position **in the same job classification indicating that applicants without the requisite or equivalent qualifications shall be considered for the position. Such position shall be filled** in accordance with Article 11.

11.05 Filling of Vacancies

- a) **Bidding of Vacancies**
 - i) Employees shall be entitled to bid for a new position or vacancy by means of written application **or a written request for transfer (as per ii) through v) below)**. Wherever possible, vacancies shall be filled by employees within the scope of this Agreement.
 - ii) to v) *Current Language*
- b) & c) *Current language*
- d) Letter of Appointment

All positions shall be confirmed in writing by a letter of appointment which shall include:

 - Status;
 - Classification;
 - Pay Band and Pay Range;
 - Number of hours and shifts per defined length of rotation;
 - **Date of commencement;**

- Position identified as regionally-based, multi-site, facility-based/agency-based, or specific to a department.
- e) If an employee vacates the position within **forty-five (45) calendar days** of the original commencement date, the vacated position shall be offered to other qualified applicants from the original posting in accordance with the above provisions.

Should there be no other qualified applicant, the position shall be reposted.

The SAHO Bargaining Committee is prepared to agree to the above revision on the mutual understanding that the Employer can not repost for a lesser classification and expect the job functions and duties of the classification with the original posting to be performed.

Article 11.07 Rates of Pay

a) Pay on Promotion

When an employee is promoted, the employee shall be advanced to the hourly rate in the applicable Pay Band of the higher paid classification which is next higher than the employee's highest current hourly rate or to the hourly rate which is next higher again if the initial advancement is less than or equal to the employee's next normal increment in **their** highest Pay Band.

b) Pay on Demotion

When an employee is demoted, the **employee's** rate of pay shall be maintained where such hourly rate exists in the new Pay Band of the lower paid classification. Where such hourly rate does not exist in the new Pay Band, the hourly rate shall be reduced to the hourly rate in the new Pay Band which is the step next below the employee's highest current hourly rate.

13.05 Work Schedules

- c) Employees shall notify the Supervisor in writing in advance of trading a shift(s). The shift(s) so traded must be between qualified employees who have the ability to perform the work. Deviation from the posted work schedule, which results from employees trading shifts with other qualified employees, shall not be subject to the overtime provisions.

The parties agree to withdraw their proposals to revise Article 13.05 c) and to maintain current language. The SEIUWEST Bargaining Committee is prepared to accept the anomaly presented by SAHO and the RHA's in respect to maintaining Cypress RHA past practice (as per the attached LOU) as to timelines for the completion of shift trade(s) and the SAHO Bargaining Committee is prepared to maintain the MOA between SEIU and Saskatoon Convalescent Home (as per the attached LOU).

LETTER OF UNDERSTANDING

Regarding certain Cypress Regional Health Authority "Shift Trade Practices" being supplementary to the Collective Agreement.

BETWEEN: SEIU-West

AND: CYPRESS REGIONAL HEALTH AUTHORITY

The parties agree that this Letter of Understanding is intended to capture the practice in place with respect to scheduling shift trades in the Cypress Regional Health Authority at the time of the signing of this Letter of Understanding.

With the exception of the terms of this Letter of Understanding, Article 13.05 c) of the Collective Agreement shall apply to shift trades.

1. Shift trades must occur within the identified two (2) consecutive three (3) week periods or if employees are covered by extended shift agreements, shift trades must occur within the identified two (2) consecutive four (4) week periods. Shift trades can be arranged and confirmed by employees outside of the current identified (2) consecutive three (3) or four (4) week periods, for future identified two (2) consecutive three (3) or four (4) week periods with notification to the Supervisor.
2. The identified two (2) consecutive three (3) week periods shall begin with the period commencing December 14, 2008 to January 24, 2009 and shall continue in fixed six (6) week periods thereafter.
3. The identified two (2) consecutive four (4) week periods shall begin with the period commencing December 7, 2008 to January 31, 2009 and shall continue in fixed eight (8) week periods thereafter.
4. For the purposes of calculating one hundred and twelve (112) hours in a three (3) week period or one hundred and forty-nine point three six (149.36) hours in a four (4) week period, the shift so traded by an employee shall be included in the original three (3) or four (4) week period in which it was scheduled.
5. The Employer will post and make available to the Union copies of the fixed six (6) and eight (8) week trading periods on an annual basis.
6. Once shift trades are arranged and confirmed by employees, such arrangements shall not be altered or cancelled, except by mutual agreement between the employees.

7. This Letter of Understanding shall be in effect for the term of the Collective Agreement beginning April 1, 2008. Following the term of the aforementioned Collective Agreement either party to this Letter of Understanding may serve notice to revise or amend this LOU. Such notice shall be in writing and shall be provided in the same time period as the open period where notice to revise or amend the Collective Agreement is given.

Letter of Understanding

**RE: Continuance of Memorandum of Agreement between
Saskatoon Convalescent Home & SEIU Local 333**

The parties agree to follow the provisions of the Memorandum of Agreement as between Saskatoon Convalescent Home and SEIU Local 333 dated October 8, 1982, as per the attached MOA document and based upon the following agreed upon modifications.

Paid Holidays

The parties agree to recognize 'the day of the employee's birthday' as a Paid Holiday in addition to those Statutory Holidays prescribed in Article 14.01 of the SEIU/SAHO collective agreement. It shall be understood that all employees of the Saskatoon Convalescent Home shall continue to receive a day off with pay (at regular rate of pay) in lieu of the employees birthday or alternatively, any employee who is scheduled to work on the day of the employees birthday shall receive such day off with pay (at regular rate of pay).

Payment of Wages

It is agreed that all employees will continue to be paid actual earnings as per Article 17.02 of the SEIU/SAHO collective agreement.

Long Service Pay

There shall be no long service pay as per the Memorandum of Agreement.

13.06 Rest Periods

- a) Employees who work more than three (3) hours but not more than six (6) hours shall receive one (1) fifteen (15) minute rest period.

Employees who work more than six (6) hours shall receive two (2) fifteen (15) minute rest periods.

The time of the rest period shall be scheduled by the Employer. Every effort will be made to grant such periods midway between each half shift.

b) **When an employee(s) is unable to take their rest period(s) on a regularly occurring basis, the parties shall meet to investigate and resolve the situation such that the employee(s) receives their rest period(s).**

c) **APPLICABLE TO HOME CARE ONLY:**

Employees who work more than eight (8) hours but not more than twelve (12) hours shall receive three (3) fifteen (15) minute rest periods.

Whenever possible, the Employer shall endeavour to schedule rest periods coincident with travel time.

Where Home Care employees work more than three (3) hours in a day, they shall be entitled to rest periods, as provided for in a) above.

13.16 Weekends Off

Current Language

The SAHO Committee proposes to remain with current language and to apply the article on the following basis upon the new Collective Agreement coming into effect:

- Employees shall not be scheduled to work more than two (2) consecutive weekends
- Where an Employee works on the third (3rd) Saturday and/or Sunday or the designated weekend off, they shall be paid double time (2X) for the hours worked on the third (3rd) Saturday and/or Sunday or the designated weekend off. The double time (2X) shall be paid on the hours worked on the weekend that caused the third (3rd) consecutive weekend to be worked.
- Where an Employee is paid (e.g. sick) but does not work on one of the scheduled weekends, the Employee will still receive the double time (2X) payment for the hours worked on the weekend that caused the third (3rd) weekend to be worked. It is understood that the Employee must work the designated weekend off (the weekend that caused the third (3rd) weekend to be worked).
- Once the double time (2X) premium has been paid, the clock resets. In other words employees will not continue to be paid double time (2X) for fourth (4th) and subsequent weekends. However, in no event shall an Employee subsequently be required to work more than two (2) consecutive weekends without the payment of the premium.

14.01 Statutory Holidays

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

New Year's Day

Saskatchewan Day

Good Friday
Easter Sunday
Remembrance Day
Christmas Day
Boxing Day

Labour Day
Thanksgiving Day
Victoria Day
Canada Day
Family Day

and all other federally, provincially and civically proclaimed holidays, provided, however, that a civically declared holiday in lieu of the above-named Statutory Holiday shall not be considered a holiday. Notwithstanding any other section of this Agreement, premium pay, as referred to in Article 14.03 shall be paid for work on the actual calendar day, and shall not be paid for work on any alternate named day.

Article 20 – Seniority and Benefit Portability

20.01 Employees who terminate from any Employer covered by the SEIU/SAHO Collective Bargaining Agreement and commence employment with any Employer covered by the SEIU/SAHO Collective Bargaining Agreement within one hundred and twenty (120) days shall be entitled to transfer the following:

- i) Notwithstanding Article 9.04, all seniority accrued to date of termination;
- ii) The most recent vacation accrual rate (earliest date of hire);
- iii) Unused sick leave credits to a maximum of thirty (30) days;
- iv) Their salary step, if re-employed in the same classification;
- v) Pension, Group Life, Dental (core), Disability Income Plan, Extended Health Benefits and Enhanced Dental in accordance with the terms of the Plans.

An employee who commences employment within the one hundred and twenty (120) day period shall have a new increment date established to coincide with the first (1st) day of re-employment. The provisions of Article 18.03 (Recognition of Previous Experience) ~~may be considered.~~ **shall be utilized.**

Notwithstanding the provisions of Article 20.01 i) through v), employees shall serve a probationary period.

20.02 a) Employees who are employed with two (2) or more **Regional Health Authorities shall not be eligible to transfer items as specified in Article 20.01 until such time as they terminate with one (1) or more of the **Regional****

Health Authorities. 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 20.01. The remaining Employer shall complete the transfer of items specified in Article 20.01 within two (2) calendar weeks of receipt of the employee request. In the event the employee remains employed in 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.

Employees who are employed in more than one (1) Regional Health Authority shall access benefit plans as listed in 20.01 v) as if employed at a single Regional Health Authority.

When combining seniority the total cannot exceed one thousand nine hundred and forty-eight point eight (1948.8) hours per year of service.

When combining sick leave credits the total cannot exceed the maximum of one hundred and sixty (160) days.

Where employees become employed with two (2) or more **Regional Health Authorities** the provisions of Article 18.03 (Recognition of Previous Experience) **shall be utilized.**

Employees who are employed in the same classification and remain employed in the same classification shall retain their highest increment level. Where this results in a higher hourly rate, a new increment date shall be established coincident with the move to the higher increment level.

b) *Current Language*

Article 24.03 Notice of Illness

Employees who may be absent from duty due to illness or injury, shall notify the immediate Supervisor or designate as soon as possible, prior to the commencement of the scheduled shift **indicating the expected duration of such illness.**

In accordance with Article 4.05 Return to Work and Duty to Accommodate provisions, the Employee shall inform the Supervisor of the anticipated date of return to work and any limitations or restrictions **as specified by their physician and/or medical practitioner.**

No employee shall be entitled to benefits for time previous to such notification unless the delay shall be shown to have been unavoidable. Employees will report to their Supervisor or designate upon resuming duties.

It is understood by the parties to this Collective Agreement that the longer an employee is absent from duty due to illness or injury, the more medical information the Employer is entitled to request under Article 4.05. This shall not restrict the Employer's right to request medical verification as per Article 24.06.

Article 24.05 Deductions from Sick Leave Credits

Deductions from sick leave credits shall include all rest periods and travel time that would otherwise be paid, as per the Collective Agreement.

26.01 Disability Income Plan

c) Terms of Plan

14. Benefits from the Disability Income Plan shall not be reduced if the member receives payments from any insurance company, provided that the total payments do not exceed one hundred per cent (100%) of regular salary.

26.01 Disability Income Plan

c) NEW 16.

For the purposes of accessing benefits under the Disability Income Plan and/or to maintain other benefits, the Employer shall endeavour to forward the appropriate application forms to the employee (for Disability Income Plan benefits), upon the expiry of the employee's sick leave credits. Upon receipt of completed forms, the Employer shall ensure that such completed forms are submitted to SAHO. For the purposes of this Article, any information regarding the forms not being forwarded to the employee shall only be used to support the employee's appeal to obtain such benefit coverage.

ARTICLE 27 WORKING AFTER RETIREMENT OR BEYOND AGE SIXTY FIVE

Where an employee is considering working beyond the age of sixty-five (65) or returning to work after commencing retirement, the employee is advised to seek clarification regarding continued benefits and entitlements.

Further to such employee request, the Employer(s) shall provide to the employee any or all relevant information (which may be contact information for the appropriate organization) regarding their continued coverage and/or access to all Collective Agreement benefits or entitlements, including but not limited to WCB, Disability Income Plan, Group Life Insurance, Extended Health and Enhanced Dental Benefits, Core Dental and Pension Plan.

SCHEDULE "E"

All Medical Technology students who become student employees at the commencement of or during entering the clinical part of their training program at a Regional Health Authority facility and who become employees shall be paid on the following basis:

Three weeks orientation (August)	Minimum Wage
Four weeks orientation (January)	Minimum Wage
Return to hospital to 12th month	53% of start for Registered Technologist
13 to 18 months	63% of start for Registered Technologist
19 to 26 months	73% of start for Registered Technologist

IT IS AGREED BETWEEN THE UNION AND THE EMPLOYER THAT THE FOLLOWING CONDITIONS SHALL APPLY TO STUDENT **EMPLOYEE(S)**:

1. That the Union will not interfere with the terms and conditions surrounding the teaching program per se, as it is recognized that this program must be acceptable to the accreditation body.
2. That the terms of the Collective Agreement will apply to the student **employee(s)** except in cases where those terms are not compatible with the educational program.
3. Any student **employee** who opts out of the teaching program and applies for a position **within the Regional Health Authority**, or who completes their educational program and is rehired by the **Regional Health Authority shall be covered under the provisions of Article 20.**

Delete

**LETTER OF UNDERSTANDING
#3 RE: HOME CARE HOURS OF WORK**

Either the Union or ~~and~~ the Employer may initiate a review of Home Care Hours of Work as per Article 13.02, **once during each three (3) year period commencing October 1, 2009**. The following shall guide the process:

- Determine client hours for the preceding **twelve (12)** months.
- Review how the client hours are distributed in respect to time and location.
- Inventory current permanent positions and their guaranteed hours of work.
- Determine the amount of work available to be permanently allocated within the Regional Health Authority Home Care Agency.
- Determine appropriate geographic assignment considering services and resources and the commitment to consolidate work and create more full-time jobs.

The Employer shall, in consultation with the Union, based on the above review:

- Review and/or establish geographic locales and/or bases.
- Convert hours of work as determined above into permanent position(s).
- Make positions as large as possible.
- Wherever possible, consolidate work into shifts of eight (8) consecutive hours.
- In order to create full-time positions, the parties may agree to split shifts.

Additional guaranteed hours and new permanent positions created pursuant to this Letter of Understanding shall be filled giving preference to each Home Care employee within their geographic locale(s) on the basis of seniority.

Once a permanent position has been filled pursuant to this Letter of Understanding, subsequent vacancies shall be posted in accordance with Article 11.

The SEIUWEST Bargaining Committee is prepared to agree to the SAHO CP dated August 6, 2009 on the basis of our understanding that any reviews presently being conducted and/or that have not commenced to date, under the terms of the SEIU/SAHO CBA dated April 1, 2005 to March 31, 2008, will be conducted as per the previous LOU #3. This agreement will not disrupt or interfere with such reviews.

Move LOU #5 as set out herein – To Appendix # ____

~~LETTER OF UNDERSTANDING #5~~

RE: TRANSITION PROCESSES FOR CALCULATING SENIORITY

- I) The purpose of this transition process is to calculate Regional Health Authority seniority using an hours-based system for those employees now represented by SEIU in accordance with Section 11.6 (3) of *The Health Labour Relations Act* and *The Regional Health Services Act*.

The parties agree that the former CUPE members shall have their seniority converted to an hours based seniority accrual in accordance with the provisions of this paragraph. The hours of seniority in paragraph B and C below is based on the payroll tracking of hours, in accordance with the CUPE affiliation from May 9, 1999 to December 14, 2002.

As soon as reasonably possible, Five Hills Regional Health Authority, Saskatoon Regional Health Authority and Heartland Regional Health Authority shall post seniority lists for employees who were represented by CUPE prior to October 28, 2002. Such lists shall be posted in all applicable locations and shall include:

- A. Seniority hours as of May 8, 1999. These seniority hours shall be deemed to be accurate and the hours stated therein cannot be challenged.
- B. Life to Date hours as of January 5, 2002 – representing seniority hours from date of hire to January 5, 2002.
- C. Year to Date hours up to December 14, 2002 – representing seniority hours from January 6, 2002 to December 14, 2002.

The accuracy of hours referred to in paragraph B shall be subject to correction prior to the seniority posting March 1, 2003. After the March 1, 2003 posting, only those hours in paragraph C and the remaining hours in the seniority year as per Article 9:05 shall be subject to further correction in accordance with the terms of the CBA.

Confirmed seniority lists shall be posted on March 1, 2003 in accordance with Article 9:05 (a) of the SEIU/SAHO Collective Agreement and shall list all employees of the

respective Regional Health Authorities and their seniority hours based on accumulated hours of work as per the terms of the SEIU/SAHO CBA.

- II) The purpose of this transition process is to calculate Regional Health Authority seniority using an hours-based system for those employees now represented by SEIU in accordance with Section 11-1 of the *Health Labour Relations Reorganization Act*.
1. Those employees previously represented by a Trade Union and whose seniority was calculated using an hours-based system shall retain all accumulated seniority with all Employers within a Regional Health Authority up to and including January 2, 1999. From that day forward, seniority shall accrue in accordance with Article 9 of the Collective Agreement.
 2. Those employees previously represented by a Trade Union and whose seniority is not based on hours shall have their seniority converted to hours on the following basis:
 - i) Calculated from their date of hire, full-time employees will be credited with two thousand and eighty (2080) seniority hours per year up to July 1, 1982. Thereafter, they will be credited with one thousand nine hundred and forty-eight point eight (1948.8) hours per year.
 - ii) Those employees who are part-time shall have their seniority days transferred to an hours-based calculation by multiplying the number of days of seniority by eight (8) hours per day.
 3. Those employees not previously represented by a Trade Union will have their seniority figure established as follows:
 - i) Calculated from date of hire, full-time employees shall be credited with two thousand and eighty (2080) seniority hours per year up to July 1, 1982. Thereafter the employees will be credited with one thousand nine hundred and forty-eight point eight (1948.8) hours per year.
 - ii) Those employees who are part-time shall have seniority hours credited based on the payroll record of their paid hours.
 4. A Regional Health Authority seniority list showing an employee's Regional Health Authority seniority up to and including January 2, 1999, shall be posted September 1, 1999.
 5. Employees shall have until November 1, 1999, to submit proof of error to their Employer. Upon proof of error, the Employer shall revise the seniority hours accordingly. Copies of the revised list shall be forwarded to the Local Union Office simultaneously, but no later than December 31, 1999.

The seniority hours as stated on the revised Regional Health Authority seniority list shall then be final and binding. This list will be posted January 3, 2000. Thereafter, Article 9.05 of the Collective Agreement shall apply.

III) APPLICABLE TO EMS ONLY:

Transition Process for Calculating Regional Health Authority Seniority

The purpose of this transition process is to calculate Regional Health Authority seniority using an hours-based system for employees of Emergency Medical Services within each Regional Health Authority:

Calculated from date of hire, all employees shall be credited with four hundred (400) seniority hours per year up to and including December 31, 2001. From January 1, 2002, and forward, seniority shall accrue in accordance with Article 9.01. Those employees employed from date of hire to the end of that calendar year and where the year so identified is less than a full year, shall receive a pro-rated portion of four hundred (400) seniority hours for that year.

Those employees, who believe that they have accrued more than four hundred (400) seniority hours in any year of employment as an EMS employee, and to have proof of such seniority accrual, shall be able to submit such proof to the Union Seniority Appeals Committee. Upon proof of error, the Employer shall revise the seniority hours accordingly. In no event shall any EMS employee be able to accrue more than one thousand nine hundred and forty-eight point eight (1948.8) hours in any payroll year.

LETTER OF UNDERSTANDING

#19 RE: GENERAL DISABILITY INCOME PLAN

All employees who are enrolled in the General Disability Income Plan, as of January 13, 2002, shall remain in that Plan and continue premium payments as required by that Plan, except where otherwise agreed upon between the Employer, SAHO and the Union.

Where an Employee, who is an SEIU member and is enrolled in the General Disability Plan, does not have sufficient sick leave credits to continue normal earnings during the period of time from the commencement of time absent from work by virtue of being sick or disabled or because of an accident not covered by Workers' Compensation to the receipt of payment of Employment Insurance benefits, such employee(s) shall be able to elect to use vacation, Statutory Holiday, earned days off and/or time earned in lieu time off which have not yet been scheduled for the purpose of continuing normal earnings.