

COLLECTIVE----- AGREEMENT

BETWEEN

**SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS**

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION**

FOR THE PERIOD

APRIL 1, 2001 TO MARCH 31, 2004

BETWEEN
SASKATCHEWAN ASSOCIATION
OF HEALTH ORGANIZATIONS

AND
SERVICE EMPLOYEES
INTERNATIONAL UNION

GREENHEAD DISTRICT HEALTH

Including:

*St. Joseph's Health Centre

Local #333

LIVING SKY DISTRICT HEALTH

Local #333

MIDWEST DISTRICT HEALTH

Local #333

MOOSE JAW/THUNDER CREEK DISTRICT HEALTH Local #299

Including:

*Providence Place

Local #299

MOOSE MOUNTAIN DISTRICT HEALTH

Local #299

NORTH-EAST DISTRICT HEALTH

Local #333

PIPESTONE DISTRICT HEALTH

Local #299

ROLLING HILLS DISTRICT HEALTH

Local #336

SASKATOON DISTRICT HEALTH

Local #333

Including:

*St. Paul's Hospital

*Jubilee Residences Inc./Porteous Lodge

*Jubilee Residences Inc./Stensrud Lodge

*Lutheran Sunset Home

*Oliver Lodge

*Salvation Army Eventide Home

*Saskatoon Convalescent Home

*Sherbrooke Community Centre

*St. Ann's Senior Citizen's Village Corporation

*St. Joseph's Home

*Central Haven Special Care Home Inc. (effective July 7, 2002 as per Letter of Understanding)

SOUTHWEST DISTRICT HEALTH

Local #336

SWIFT CURRENT DISTRICT HEALTH

Local #336

BODIES CORPORATE,

CHARTERED BY THE SERVICE

INCORPORATED UNDER THE LAWS
 OF SASKATCHEWAN HEREINAFTER
 RESPECTIVELY REFERRED TO AS
 "THE EMPLOYER" PARTY OF THE
 FIRST PART

EMPLOYEES INTERNATIONAL
 UNION, AFL-CIO, CLC
 HEREINAFTER RESPECTIVELY
 REFERRED TO AS "THE UNION"
 PARTY OF THE SECOND PART

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PREAMBLE

1. Whereas it is the desire of both parties to this Agreement:
 - a) To maintain and improve harmonious relations between the Employer and members of the Union;
 - b) To recognize the mutual value of joint process in the negotiation of all matters pertaining to working conditions, employment, hours of work, and rates of pay;
 - c) To encourage efficiency and safety in operation;
 - d) To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union;
 - e) To provide for collaboration between the parties in order to secure optimum health care services to the general public;
 - f) To jointly recognize that the exercise of rights and functions is to be carried out reasonably, fairly, and in a manner consistent with the Collective Agreement as a whole.
2. And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

Therefore, the parties hereby enter into, establish, and agree to the following terms:

ARTICLE 1 - TERM OF AGREEMENT

1.01 Term of Agreement

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after **April 1, 2001**, up to and including **March 31, 2004**, and from year to year thereafter, unless notification of desire to amend be given in writing.

This Agreement shall be deemed to remain in effect during the period of negotiations as may be required to conclude a new Agreement.

1.02 Open Period

Either party may, not less than thirty (30) days nor more than sixty (60) days before the expiry date hereof, give notice in writing to the other party to negotiate a revision thereof.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

Subject to the terms of this Agreement, it is the function of the Employer to:

- a) Direct the working force;
- b) Operate and manage its business in all respects;
- c) Hire, select, transfer and lay-off employees;
- d) Maintain order, discipline and efficiency and establish and enforce reasonable rules and regulations governing the conduct of employees. These rules and regulations shall primarily be designed to safeguard the interests of the clients and the efficiency in operations of the Employer.
- e) Promote, demote, discipline, suspend and discharge any employee, provided, however, that any such action may be subject to the grievance procedure provided herein.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Recognition and Scope

The Employer(s) agree to recognize the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement and SAHO as the sole bargaining agent for each of the Geographic Health District(s), as defined in Article 30.07. This Agreement shall cover all employees represented by the Union pursuant to the most recent Certification Order(s) issued by the Labour Relations Board of the Province of Saskatchewan.

Effective March 24, 2002, the parties agree that any affiliates (as outlined on page ii) of this Agreement) contained within the geographic boundaries of a Health District shall be construed as part of that Geographic Health District and defined as one (1) Employer for the purposes of the administration of this Agreement. All transitional issues shall be managed prior to this date._

3.02 Negotiation

SAHO and the Employer agree to negotiate with the Union, representatives of the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

3.03 Union Representation

Any employee requested to meet with the Employer with respect to discipline or employee work performance shall be informed of the nature of the discussion **prior to the meeting**, and if the employee so wishes, such employee **will** have a Union Representative present at the meeting. **If Union representation is refused, the Employer shall provide to the Union a written confirmation of such refusal, with a copy of the document being supplied to the employee.**

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.**

- 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.**
- 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.

3.05 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, instruction, or experimentation or working Supervisor.

ARTICLE 4 - NON-DISCRIMINATION

4.01 Non-Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, **disability (subject to bona fide occupational requirements)**, political or religious affiliation, sex, sexual orientation or marital status, place of residence, nor by reason of membership or activity in the Union.

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) **Harassment means any objectionable conduct, comment, or display by a person that is directed at a 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 repeated intentional, sexually oriented practice that undermines an employee's health, job performance, or workplace relationships, or endangers an employee's employment status or potential; or**
 - 3) **Is repeated intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; and**
 - 4) **Constitutes a threat to the health or safety of the worker.**
- b) **The policy shall be jointly developed in consultation with the Local and the appropriate Occupational Health and Safety Committee(s), and shall ensure that:**
- 1) **Individuals are aware of the seriousness with which the Union and the Employer view harassment;**
 - 2) **Employees/managers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs, and a process to properly report complaints;**
 - 3) **Incidents are investigated promptly, objectively, and in a sensitive confidential manner. Investigations shall be carried out in accordance with specific harassment policies and the Union shall be advised upon**

initiation of a formal investigation and shall be kept advised;

4) If applicable, training shall be provided to those employees deemed responsible to conduct investigations. This training shall be paid at regular rates of pay;

5) The necessary corrective action is taken;

6) If an employee believes that she/he has been harassed, an employee should:

i) Tell the alleged harasser to stop;

ii) Document the event(s) complete with the time, date, location, names of witnesses, and details for each event.

7) If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should immediately report verbally or in writing the harassment to the appropriate Supervisor and/or Union Representative. Upon receipt of any verbal or written complaint the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Supervisor must maintain written notes of her/his actions. Failure to resolve shall result in the initiation of a formal investigation.

4.03 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 provincial working population. Such actions will be complementary to the provisions of this Collective Agreement.

b) Workplace Preparation

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

c) In-Service Training

The parties agree to facilitate educational opportunities, which may include literacy training and career path counselling/planning.

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.

ARTICLE 5 - UNION SECURITY AND CHECKOFF OF UNION DUES

5.01 Union Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union, as a condition of employment, provided that any employee in the appropriate bargaining unit, who is not required to maintain membership or apply for and maintain membership in the Union, shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

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) and the hours worked in each reported period.

5.03 Dues

The Union shall notify the Employer in writing of the amount of dues to be deducted from the employee's wages not less than thirty (30) days before the effective date.

5.04 Monthly Statement of Staff Changes

A monthly statement listing appointments, promotions, demotions, and separations with the date of termination, hiring, or appointment shall be sent to the Local Union Office. The list shall also show the employee's job classification.

5.05 New Employees

a) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with the Union Membership (Article 5.01) and Dues Checkoff (Article 5.02). The Employer agrees to have new employees sign a dues authorization card and membership card at the time of hiring. Such cards shall be provided by the Union.

b) The Employer agrees to provide the Local Union Office with a list of employees and their last known address by March 1st of each year.

5.06 Introduction to Union Steward

On commencement of employment or as soon as possible thereafter, the employee's immediate Supervisor or designate, shall introduce the new employee to the Union Steward or Representative who will provide the employee with a copy of the Collective Agreement and other pertinent information.

5.07 No Individual Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer Representative, which may conflict with the terms of the Agreement.

5.08 T-4 Slips

The Employer agrees to record all Union dues paid in the previous year on the employee's income tax T-4 slip.

5.09 Change of Personal Information

It shall be the responsibility of the employee to notify the Employer of any change of name, marital status, place of residence, or telephone number. A copy of such notification shall be forwarded to the Local Union Office.

ARTICLE 6 - MANAGEMENT - UNION COMMITTEE

6.01 Joint Committee

At either parties' 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.

6.02 Composition

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

6.03 Time Limits

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

6.04 Jurisdiction

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

6.05 Nursing Policy Committee

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.

6.06 No Loss of Pay For Joint or Nursing Policy Committee

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

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Definition

A grievance shall be defined as any difference or dispute between the Employer and any employee(s), or the Union.

7.02 Union Grievance Committee

- a) To provide an orderly process for settling grievances, the Union shall select the Stewards and a Grievance Committee;
- b) The Union shall notify the Employer in writing of the selected Stewards and Grievance Committee, and members of Joint Committees, and of any changes made therein;
- c) The Employer agrees to place on the bulletin board(s) an organizational chart showing the administrative structure and the line of authority in the facility accompanied by an up-to-date list of persons in authority, up to and including the Administrator or Chief Executive Officer.

7.03 Permission to Leave Work

a) Employee

Any employee who feels aggrieved may leave assigned duties temporarily without loss of pay, in order to discuss the complaint with the appropriate Union Representatives. Suitable arrangements for an appropriate time and location for such discussions must be made with the Department Head concerned or their designate.

b) Union Representative

The Employer agrees that a Union Representative within the facility may leave assigned duties temporarily in order to discuss matters covered by the grievance

provisions or relating to same with Employer and that such Union Representative shall not suffer any loss in pay for the time so spent. Such Union Representative must make suitable arrangements with the Department Head or designate for an appropriate time and location for such discussions.

7.04 Investigation

At any stage of the grievance procedure, the parties may have the assistance of employees concerned as witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions, which may be relevant to settlement of the grievance.

7.05 Provision of Payroll Information

The Employer agrees to provide all relevant payroll information concerning any grievance to the Officers of the Union upon request with the consent of the employee or the employees concerned.

7.06 Suspension and/or Dismissal Grievances

Grievances arising from suspension and/or dismissal shall be initiated at the Second (2nd) Step and shall be processed in accordance with the procedures outlined below.

7.07 First (1st) Step - Grievance to Immediate Supervisor or Designate

Grievances should be resolved as quickly as possible. It is jointly understood that before a grievance is submitted at the First (1st) Step, the parties may attempt to resolve the dispute through discussion. Accordingly, employees, through the Union, or the Union itself, may thereafter refer in writing any such grievance to the immediate 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 Supervisor or designate shall give a written decision within seven (7) calendar days.

7.08 Second (2nd) Step - Grievance to Chief Executive Officer or Designate

Failing satisfactory resolution of the grievance at the First (1st) Step, the Union Representative shall refer the matter to the CEO or designate, in writing, within seven (7) calendar days of having received the decision of the immediate Supervisor or designate.

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

7.09 Alternate Dispute Resolution

The Union and Employer may agree to a grievance mediation or any other dispute resolution mechanism with a view to resolving the dispute.

7.10 Referral to Arbitration

Failing satisfactory settlement of the grievance at the Second (2nd) Step, the matter may be referred, by either party, to arbitration within fourteen (14) calendar days of receipt of the written decision. If it is not so referred, the grievance shall be deemed to have been settled.

7.11 Procedure When Time Limits Expire

Failure on the part of the Employer to reply within the prescribed time limits shall give the Union the right to proceed to the next step. If the Union does not take the grievance to the next step within the prescribed time limits, the grievance shall be deemed to have been settled subject to Articles 7.12 (Extension of Time Limits) and 7.13 (Procedural Orderliness).

7.12 Extension of Time Limits

The time limits set out above may be extended by the consent of both parties.

7.13 Procedural Orderliness

It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

7.14 Time Limits on Statutory Holidays

The time limits referred to in Articles 7.07, 7.08, and 7.10 shall be exclusive of Statutory Holidays.

7.15 Special Measures

- a) Nothing in this Article precludes the parties from modifying the grievance procedure as required and by mutual consent;
- b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance or arbitration proceedings.

ARTICLE 8 - ARBITRATION

8.01 Board of Arbitration

Where the parties agree, a sole Arbitrator may be appointed instead of an Arbitration Board. If a sole Arbitrator is not agreed upon by the parties within thirty (30) calendar days of notification by

one (1) party to the other that the grievance is being referred to arbitration, or if either party indicates the desire for an Arbitration Board when the grievance is referred to arbitration, the dispute shall be referred to an Arbitration Board as set out below. The thirty (30) calendar day period referred to above may be extended by mutual agreement with the Employer and the Union.

a) Where a violation of the Agreement mentioned in Article 7 (Grievance Procedure) is alleged; or a difference between the parties to this Agreement respecting the meaning or application of the Agreement, including a difference as to whether or not a matter upon which arbitration has been sought comes within the scope of the Agreement, arises, a party to the Agreement, after exhausting any grievance procedure established by this Agreement, may notify the other party in writing of their intent to submit the alleged violation or difference to arbitration.

b) The notice mentioned in a) above shall contain the name of the person appointed to the Arbitration Board by the party giving the notice;

c) Within five (5) calendar days of receiving the notice the party to whom notice is given shall name the person whom it appoints to the Arbitration Board and furnish the name of its appointee to the party who gave the notice;

d) A person who has a pecuniary interest in a matter before the Arbitration Board, or is acting or has, within a period of one (1) year prior to the date on which notice of intention to, submit the matter to arbitration is given, acted as solicitor, counsel, or agent of any of the parties to the arbitration, is not eligible for appointment as a member of the Arbitration Board and shall not act as a member of the Arbitration Board.

e) The two (2) appointees named by the parties to this Agreement shall, within ten (10) calendar days of the appointment of the second (2nd) of them, appoint a third (3rd) member of the Arbitration Board who shall be the Chairperson thereof;

f) In the case where:

i) The party receiving the notice fails to appoint a member of the Arbitration Board; or

ii) The two (2) appointees of the parties fail to agree on the appointment of a third (3rd) member of the Arbitration Board within the time specified;

The Chairperson of the Labour Relations Board shall, upon the request of either party to this Agreement:

iii) In the case mentioned in i) above, appoint a member on behalf of the party failing to make an appointment;

iv) In the case mentioned in ii) above, or when the members appointed under clause v) below, fail to agree on the appointment of a third (3rd) member, appoint the third (3rd) member and the member so appointed shall be the Chairperson of the Arbitration Board, or

- v) Appoint both the member mentioned in i) above and the third (3rd) member mentioned in ii) above.
- g) The Arbitration Board shall hear evidence adduced relating to the alleged violation or difference; and argument thereon by the parties or by counsel on behalf of either or both of them; and shall make a decision on the matter or matters in dispute and the decision is binding on the parties and upon any person on whose behalf the agreement was made.
- h) An Arbitrator, or Arbitration Board, or a Board of Conciliation established under Subsection 22 (1) of *The Trade Union Act*, may enlarge the time allowed by this Article or by the terms of this Collective Agreement for giving any notice or taking any step in the proceedings, whether the time allowed for the giving of the notice or the taking of the step has or has not expired.

8.02 Certain Rules and Procedures Applying

The rules and procedures set forth in Article 8.01 (Board of Arbitration) shall apply to any arbitration proceedings under this Agreement as though the Arbitrator were an Arbitration Board.

8.03 Decision

The decision of the Arbitrator or Arbitration Board, as the case may be, shall be final and binding on the parties, and there shall be no lockout by the Employer and no stoppage of work by the Union because of the grievance being arbitrated.

8.04 Costs of Arbitration Board

Each party to the dispute shall bear the expense of the respective nominees to the Arbitration Board, if applicable, and the two (2) parties shall bear equally the expense of the Chairperson.

8.05 Power of the Arbitrator or Arbitration Board

The Arbitrator or Arbitration Board shall not have the authority to add to or subtract from, alter, modify, or amend any of the provisions of this Agreement.

ARTICLE 9 - SENIORITY

9.01 Definition of Seniority

Seniority shall be calculated from the last date of employment within the **Geographic Health District, subject only to the Transition Processes outlined in Letter of Understanding #5**. Seniority shall accrue on all paid hours (exclusive of overtime) and all unpaid hours, as provided in Article 9.02, that are earned with all Employers within the **Geographic Health District**.

9.02 Accumulation of Seniority

Seniority shall be accumulated in hours. An employee shall earn seniority for:

- a) All paid hours exclusive of overtime;
- b) All paid leaves;
- c) Any authorized unpaid leaves of absence granted under Article 15.01 to a maximum of thirty (30) working days per calendar year;
- d) Time off while receiving benefits under the Workers' Compensation Act and/or Disability Income Plan and/or Income Replacement via the Automobile Accident Insurance Act;
- e) Union leave granted under Article 15.09 and 15.10;
- f) Maternity, parental, adoption, and pressing necessity leave;
- g) Temporary out-of-scope positions with the Employer not to exceed twenty-four (24) months;**
- h) Education leave;
- i) Public office and professional association leave.

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

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

9.03 Maintenance of Seniority

Subject to Article 9.02 and Article 9.04 of this Agreement, an employee who maintains employment with any Employer(s) within the **Geographic Health District** shall maintain accumulated seniority.

9.04 Loss of Seniority

An employee shall lose seniority and shall be deemed to have **severed** employment from all Employers in the **Geographic Health District** in the event the employee:

- a) Voluntarily retires or resigns in writing from all employment held within the **Geographic Health District**;
- b) Has worked exclusively in a permanent out-of-scope position for more than one (1) year;

- c) Is a casual employee and has not worked within the **Geographic Health District** for a period of one hundred and eighty (180) calendar days, exclusive of approved leaves of absence;
- d) Is laid off and has not returned to employment within the **Geographic Health District** for thirty-six (36) calendar months following the last date of lay-off from an Employer within the **Geographic Health District**;
- e)
 - i) Is employed by a single Employer within the **Geographic Health District** and is discharged for just cause and not reinstated, or
 - ii) Is employed by more than one (1) Employer within the **Geographic Health District** and is discharged for just cause by one (1) Employer, the employee shall be deemed terminated from only the position held with the discharging Employer, shall retain all accumulated seniority and shall continue employment with the other Employer(s) and continue to accumulate seniority;
- f) Is not employed by another Employer within the **Geographic Health District** and without justification fails to immediately return to work following the end of an approved leave of absence;
- g) Is laid off from any position with any Employer in the **Geographic Health District** and accepts severance in accordance with Article 12.

9.05 Seniority List

- a) The Employer agrees to post a seniority list **quarterly**. The first list is to be posted by March 1st reflecting the accrued seniority of each employee up to the last **week of the preceding seniority year**. In addition, the seniority list shall indicate separately the annual accrual of seniority hours for the preceding **seniority year**.

In no event, shall an employee accrue in excess of one thousand nine hundred and forty-eight point eight (1948.8) hours of seniority in a seniority year.

 The seniority year ends on the Saturday of the week in which December 31st falls.
- b) **The second (2nd) list is to be posted by June 1st reflecting the accrued seniority of each employee up to the Saturday of the week in which March 31st falls. The third (3rd) list is to be posted by September 1st reflecting the accrued seniority of each employee up to the Saturday of the week in which June 20th falls. The fourth (4th) list is to be posted by December 1st reflecting the accrued seniority of each employee up to the Saturday of the week in which September 30th falls.**
- c) **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 one thousand nine 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).**

Employees covered by Appendix III and former Code "C" employees shall not be affected by the foregoing.

- d) **Effective January 1, 2002: All employees who take standby assignment shall receive an adjustment to their annual accrual of seniority hours for the preceding seniority year based upon the following formula:**

$$\frac{\text{Hours on Standby}}{3} = \text{Hours of Seniority}$$

In no event shall any employee accrue in excess of one thousand nine hundred and forty-eight point eight (1948.8) hours of seniority in the seniority year, upon reconciliation with all seniority hours accrued pursuant to Article 9.02 a) to i).

- e) An employee has until **May 1st** of each year to submit proof of error in the annual accrual of hours referred to in Article 9.05 a). Upon proof of error, the Employer shall revise the seniority hours accordingly. Copies of the list, and revisions thereof, shall be forwarded to the Local Union Office simultaneously. These lists shall remain posted until replaced with an updated list in a place accessible to all employees.
- f) **All adjustments shall be completed prior to the seniority list being posted on June 1st and the Employer shall disclose to the Union all adjustments in advance of completing same.**
- g) The seniority list shall also indicate the employment status (part-time, full-time, casual, OTFT (Home Care)) of the employee and their job title.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 Probationary Period for New Employees

Newly hired employee(s) within the **Geographic Health District** shall be on probation for a period of four hundred and eighty (480) hours worked or for the first six (6) months from their date of hire, whichever comes first. By mutual agreement of the parties, an extension may be granted for up to three hundred and twenty (320) hours worked or four (4) months, whichever comes first. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge only for reasons of general unsuitability. The Local Union Office shall be notified, in writing, of discharge within seven (7) calendar days. After completion of the probationary period, seniority shall be effective from the last date of employment.

ARTICLE 11 - VACANCIES AND NEW POSITIONS

11.01 Creation of New Classifications or Changes to Existing Classifications

- a) Where a new classification is created, a copy of the job description including the title and proposed rate of pay shall be forwarded to the Union at least thirty (30) days prior to the posting. **Upon receipt of the job description, the parties will commence negotiations in regards to both scope and rate of pay.**
- b) Where there are any significant changes to the content or qualifications of any existing classifications or positions, the Local Union shall be notified in writing of the changes and a copy of the revised job description shall be forwarded to the Local Union.
- c) The creation of new classifications or any significant changes to the content or qualifications of any existing classification or position shall be subject to negotiation for an appropriate rate of pay. **Settlement shall be retroactive to the date of implementation of the new classification or the date in which the reclassification was requested in writing.**
- d) Should agreement not be reached by the parties in such negotiations, the matter may be referred to arbitration in accordance with Article 8 (Arbitration) of this Agreement or some other mutually agreed to adjudication process.
- e) The Employer shall provide copies of current job descriptions to the Union upon request.

11.02 Job Postings

Vacancies or newly established positions shall be posted in areas accessible to all employees within the **Geographic Health District**. Job vacancies shall be posted on Tuesdays of each week unless another calendar day(s) for the **Geographic Health District** postings is mutually agreed by the parties. All employees within the **Geographic Health District** shall be eligible to apply for all such vacancies.

Vacancies shall be posted for at least seven (7) calendar days, unless the parties agree to a longer or shorter posting period. Copies of postings shall be forwarded to the Local Union office.

11.03 Posting of Vacancies

- a) Job postings shall include:
 - Job classification;
 - Status (full-time/part-time, temporary/permanent);
 - Required qualifications;
 - Pay range;
 - Number of hours and shifts per defined length of rotation for part-time employees;

- **Closing date;**
- District-wide/facility-wide or specific to a department.

The Employer agrees to be bound by the terms outlined above in filling the posted position.

- b) For informational purposes, the following shall be included and it is recognized that these conditions may be subject to change:
 - Type of shifts (days, evenings, nights);
 - Date of commencement of the position;
 - Work area or nature of service.
- c) Should the Employer be unsuccessful in obtaining applicants with the qualifications required in the posting of the position, and intends to change the qualifications from those stated on the posting, the Employer shall repost the position describing the required qualifications and fill the position in accordance with this Article.

11.04 Filling of Vacancies

New positions or vacancies shall be filled on the basis of **Geographic Health District** seniority provided that the applicant possesses the necessary qualifications required to fill the position and the ability to perform the work.

a) Bidding of Vacancies

Employees shall be entitled to bid for a new position or vacancy by means of written application. Wherever possible, vacancies shall be filled by employees within the scope of this Agreement.

b) Commencement of Job

Whenever possible, an employee selected from the posting procedure shall commence the job within four (4) weeks after the date of notification of selection to the position unless mutually agreed otherwise.

c) Appointment of Applicant

Within five (5) days of awarding the position, the name of the selected applicant will be posted on designated bulletin boards for a minimum of seven (7) calendar days, with a copy forwarded to the Local Union Office.

d) Letter of Appointment

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

- Status;
 - Number of hours and shifts per defined length of rotation;
 - After discussion with the part-time employee, reference to their availability for casual work.
- e) **If an employee vacates the position within thirty (30) calendar days of the 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.**

11.05 Trial Period

Employees who are reclassified, transferred, promoted, or demoted shall be considered on trial in their new position for the first three hundred and twenty (320) hours worked following the date the employee commences work in the new position. This period may be extended by mutual agreement up to an additional three hundred and twenty (320) hours worked.

If the employee changes from one (1) position to another within the same classification and work area and facility, there shall be no trial period.

Within the first thirty (30) calendar days of the trial period, the employee may be returned to their former position without loss of seniority or pay if, in the opinion of the Employer, the employee is unsuitable for the position, or, at the employee's request.

Thereafter, during the remainder of the trial period the employee may be returned to their permanent position if, in the opinion of the Employer, the employee is unsuitable for the position, or, at the employee's request. The employee will be returned to their permanent position, without loss of seniority, and at their former rate of pay. Article 13.05 (Work Schedules) shall not apply.

This Article applies to any employees affected by the movement of such employees.

11.06 Rates of Pay

a) Pay on Promotion

The hourly rate of an employee promoted to a higher classification shall be advanced to that hourly rate in the applicable Pay Grade 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 of the hourly rate is less than the employee's next normal increment in the highest Pay Grade.

b) Pay on Demotion

When an employee accepts or is placed in a position in a lower paid classification, the

employee's hourly rate shall remain the same if such rate exists within the new classification. If no such rate exists, the employee's hourly rate shall be at the step next below the employee's highest current hourly rate of pay.

c) Pay For Work in Same Classification or Pay Grade

Employees who are employed in the same classification or in different classifications in the same Pay Grade, with the Employer, shall be paid at the same step in the applicable salary schedule. The step shall be determined based on the highest increment level currently held.

11.07 Work Assignment

Where work is to be done, which under the terms of this Agreement does not require posting, assignments shall be made on the basis of seniority within the department provided the employee possesses the necessary qualifications required to fill the position and the ability to perform the work. Such assignments may be made at the same classification, at a higher classification, or at a lower classification.

a) Working at a Higher Paid Classification

An employee temporarily assigned to perform duties of a higher paid classification, within the bargaining unit, shall be paid in accordance with Article 11.06 a) (Pay on Promotion).

b) Working at a Lower Paid Classification

An employee temporarily assigned to perform the duties of a lower paid classification shall not suffer any reduction in their hourly rate of pay.

11.08 Temporary Vacancies

Temporary vacancies of three (3) months or longer shall be posted within the facility/agency subject to the posting provisions identified in Article 11. First preference shall be given to applicants from the facility/agency where the vacancy exists. Temporary positions not filled from within the facility/agency shall be posted on a **Geographic Health District** basis.

a) Two (2) additional postings shall be required for the position of the employee transferred as a result of the original posting. Subsequent vacancies shall be assigned according to Article 11.09 (Call-In System).

b) An employee shall not be considered for another temporary position at the same status (e.g. part-time) until having served five (5) months in the current temporary position, or until it has concluded. When the temporary work becomes redundant, the employee shall be returned to his/her permanent position. If the employee who created the original vacancy returns, the temporary employee shall be returned to their permanent position and Article 13.05 (Work Schedules) shall not apply in such circumstances to any employee(s) affected by the change(s).

- c) Should the temporary vacancy subsequently become a permanent position, it shall be posted and filled in accordance with Article 11.
- d) No temporary position shall exceed two (2) years and one hundred and nineteen (119) consecutive calendar days unless agreed to between the Employer and the Union. The Employer agrees to review with the Union all temporary jobs which exceed one (1) year in duration on a semi-annual basis to determine whether such positions should be posted as permanent positions.
- e) If, as a result of the posted temporary vacancy, an individual is hired from outside the bargaining unit, they shall be hired for the specific period of the vacancy. The term of employment may be extended beyond the term of the vacancy by mutual agreement between the Union and Employer.

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Temporary vacancies of six (6) months or less shall be filled by the call-in procedure as set out in Article 11.09.

All temporary vacancies greater than six (6) months in duration shall be posted throughout all Employers within the **Geographic Health District**.

All employees within the **Geographic Health District** shall be eligible to apply for such vacancies and the vacancies shall be filled in accordance with Article 11.04.

It is understood that Articles 11.08 b) to e) also applies to the Saskatoon District Health Employers.

11.09 Call-In System

- a) The opportunity for, first part-time, then casual employees to 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.

- b) **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;
- iii) Seniority driven;
- iv) Complementary to the organizational structure;

v) In recognition of employees who commit to permanent part-time employment.

c) 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 be called to perform call-in work from:

- Absence covered by W.C.B. and/or D.I.P and/or Automobile Accident Insurance Act.
- Approved Leave of Absence (paid and unpaid), **except as provided for in Article 15.12.**
- Vacation.

iii) Employees seeking call-in work shall make advance written application to the Department Director or designate **on the prescribed Pro-Forma Call-In Work form.** The form shall indicate;

- a) Classification(s) desired;
- b) Qualifications and specific training possessed;
- c) Availability **and amount of notice required** for additional work;
- d) Length and type of shift desired; and
- e) Agreement to waive weekend overtime rate as specified in the Collective Agreement.

Employees may revise or amend their applications **on or before the commencement date of the three (3) week period defined in Article 13.01. Such revisions shall take effect upon the commencement of the following three (3) week period.**

Where an employee is consistently unavailable for call-in, the parties shall review with such employee her/his eligibility for future call-in.

iv) List Determination

Call-in lists will be based upon existing practises as of date of signing of the Collective Agreement. The parties signatory to the Collective Agreement may enter

into subsequent negotiations to determine the parameters of call-in lists.

v) **Call-in List Eligibility**

Dependant upon employment opportunities and employee availability, employees shall be eligible to be on call-in 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 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 call-in lists as provided above. An employee on a call-in list who has not worked for one hundred and eighty (180) consecutive calendar days shall be removed therefrom.

New employees shall be included on the call-in list based upon their date of hire, until such time as their seniority has been established pursuant to Article 10.01. In the event that the date of hire is the same for two (2) or more employees, call-in placement shall be determined by earliest month of birth.

vi) **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 called in for or assigned additional work which exceeds eight (8) hours per day, or one hundred and twelve (112) hours per three (3) week period, or if they will not have eleven and one-half (11½) consecutive hours of rest.

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

vii) **Hours of Rest**

After having worked eight (8) hours in a day, employees must be scheduled for at least eleven and one-half (11 ½) consecutive hours of rest calculated from the last hour worked. **Alternatively, and for the purposes of an employee either working additional shifts or enhancing their hours, an employee can report to work only twice (2x) in each twelve and one-half (12 ½) hour period. It is understood that the eight (8) hours of work must be encompassed within the twelve and one-half (12 ½) hour period, as calculated from the time the employee first reports to work.**

- viii) 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 within the** twenty-four (24) hour period, **prior to the actual shift being worked**.
 - 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.
 2. **APPLICABLE TO HOME CARE ONLY:**
 - a) Available work will be assigned to employees who are currently working guaranteed shifts;
 - b) If not filled, it will be offered to senior and available employees who are currently working that day;
 - c) If still not filled, it will be offered to senior employees who are not working that day.
- ix) Part-time employees cannot give up their part-time shifts in their home department and classification to work in other departments. Part-time employees who perform call-in work outside their home department and classification will be considered as casual employees.

Except as otherwise provided herein, employees shall be expected to work their scheduled shifts. It is further understood that once an employee 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.

- x) Call-in 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, SEIU shall forthwith be provided with a copy of the applicable call-in list.
- xi) 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. After the seven (7) days, the Employer will not be subject to payment.

- xii) 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.
- xiii) 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.
- xiv) The call-in system provided in this Article shall be implemented unless and until the parties negotiate a more specialized agreement. 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.

11.10 Special Classification Adjustments

Except where otherwise agreed between the Union and Employer, an employee whose salary is upgraded as a result of negotiations shall be advanced to that step in the scale which is commensurate with the seniority hours in the job classification. There shall be no change in the employee's anniversary date or increment date.

Upon implementation of an agreed to gender neutral job evaluation plan, this sub-clause will cease to have application.

ARTICLE 12 - LAY-OFF AND RE-EMPLOYMENT

12.01 Lay-off

A lay-off shall be defined as a reduction in staff or a reduction in the hours of work of any full-time

or part-time employee. Lay-off does not apply to temporary, casual, or OTFT (Home Care) employees with no guaranteed hours. For purposes of this Article, a temporary employee shall be defined as an employee recruited from outside the bargaining unit for a predetermined period of time.

12.02 Notification of Lay-off

When lay-offs are contemplated the Employer shall notify the Union prior to notifying the affected employees. All employees affected by lay-off shall receive written notice of lay-off.

The Employer shall serve notice of lay-off to the most junior employee(s) in the affected positions within the classification where it is determined the reduction is required.

The initial lay-off notice, as established by the Employer, shall be the start date. Employees who are in receipt of the initial lay-off notice will receive ten (10) weeks notice. Employees subsequently bumped will receive the greater of the balance of the ten (10) weeks notice from the start date or the notice period provided by Labour Standards, but in no case will receive less than fourteen (14) calendar days notice. If the employee laid off has not had the opportunity to work the above notice period, the employee shall be paid in lieu of work for that period of the notice period for which work was not made available. However, in this notice period, if regular duties are unavailable, the Employer may assign duties other than those normally connected with the classification in question.

12.03 Discussion of Options and Time to Elect

a) i) Seniority List

An agreed upon seniority list shall be available to the Union and shall be accessible to the employees.

ii) Seniority Pool

Employees initially laid off shall form a pool and be ranked in order of seniority. At all times, the most senior employee in the pool is the first to identify their option under Article 12.03 b) ii). As more junior employees are bumped, they are added to the pool and ranked in order of seniority to identify their preferred option.

b) i) Options

After the employee has received the lay-off or displacement notice, the Employer shall schedule a meeting to discuss available options in accordance with Article 12.03 b) ii).

ii) The employee shall select one of the following options:

- To exercise bumping rights;
- To accept reduced work hours;

- To accept lay-off;
 - To resign;
 - To terminate all employment from all Employers within the **Geographic Health District** and accept severance based on **Geographic Health District** seniority hours divided by one thousand nine hundred and forty-eight point eight (1948.8) times forty (40) hours times the rate of pay applicable to the position where the lay-off actually occurred;
 - To retire under the terms of the pension plan;
 - To work as a casual employee, under the terms of Article 11.09 in the classification and work area/service/department from which the employee was laid off.
- c) The Employer shall meet with each employee, in order of seniority, with a Union Representative present, to explain their options. The employee shall be provided with sufficient information regarding each option. The employee will have forty-eight (48) hours from the conclusion of the meeting to make a selection. This period may be extended by mutual agreement.

Where the time limits set out in Article 12.03 c) expire on a Saturday, Sunday, or Statutory Holiday, the expiry of the time limits shall be deemed to be twelve (12:00 P.M.) noon on the following day.

- d) i) An employee who wishes to bump another employee from their position shall be provided with an opportunity to visit the work site and meet with the Department Head or designate to obtain information regarding the desired position;
- ii) Any visit to the work site will be scheduled for a time convenient to the employee and the Department Head or designate;
- iii) Work schedules and job descriptions in effect at that time, and applicable to the employee, will be made available to the employee before making a decision to bump.

12.04 Displacement of Employees

- a) Within the facility/agency, a laid off or bumped employee may exercise seniority, provided they have the necessary qualifications required to fill the position and the ability to perform the work, subject to the following:
- i) Employees shall choose to bump into a higher paid, lower paid or same paid classification in the work area/service area/department of their choice in which they wish to exercise their seniority;

- ii) Employees shall choose to exercise their seniority into either a full-time or part-time position within the classification specified in Article 12.04 a); and
 - iii) In determining the position into which the laid off or displaced employees will bump, consideration will be given to such factors as work schedules (e.g. days, evenings, nights, Monday to Friday shifts vs. rotational shifts, hours of work per shift vs. number of shifts worked) and work location. Within the options available and after making a selection, all things being relatively equal, the employee shall bump the most junior employee in the classification and work area/service area/department.
- b) A laid off or bumped employee may exercise seniority within the same occupation at any alternate facility/agency within the **Geographic Health District** provided they have the necessary qualifications required to fill the position and the ability to perform the work subject to the following:
- i) The employee shall bump the least senior employee at the same status within the same occupation;
 - ii) For the purposes of Article 12.04 b), same occupation shall be defined as either the same classification or similar classification where the core duties and qualifications are similar in nature.

12.05 Local Negotiations

Notwithstanding the above displacement procedures, the parties at any time, can formulate special measures to modify the above displacement procedures to take into account the desire of the parties to minimize the impact of displacement or to deal with particular operational considerations.

12.06 Reporting

Periodic updates as to the status of employees who have been served with lay-off and have made their elections shall be provided to the Local Union Office.

12.07 Notice of Lay-off Cancelled

An employee who has selected an option in accordance with Article 12.03 b) shall have the option confirmed in writing by the Employer with a copy to the Local Union Office. Employees with a confirmed option shall be deemed to be relieved of lay-off notice and will move to their new position as soon as possible as determined by the Employer. However, such employees shall maintain their pre-lay-off hourly rate of pay and regular earnings for the duration of the notice period.

12.08 Orientation Period

Employees who bump to new positions will be given reasonable orientation. The extent of the orientation will be explained to the employee and Union in advance of the decision to bump.

12.09 Employer to Provide Counselling

The Employer shall endeavour to provide counselling and support mechanisms to employees who are directly affected by a lay-off.

12.10 Trial Period Upon Displacement

Employees who exercise their seniority rights to bump another employee in the same classification shall not be required to serve a trial period as set out in Article 11.05 (Trial Period). Employees who bump into a different job classification shall be required to serve the trial period as set out in Article 11.05 (Trial Period). If, in the opinion of the Employer, an employee is demonstrably incapable or unsuitable for the position, the employee shall be allowed to exercise their seniority on one (1) additional occasion to bump a more junior employee.

If an employee chooses to displace at an alternate site and is subject to a trial period and fails the trial period, they shall return to the site from which they received lay-off notice to exercise an additional bump.

12.11 Rights of Employees On Lay-off

Employees who receive lay-off notice and do not elect an option in Article 12.03 b) shall retain their seniority and be eligible to apply for vacant positions for thirty-six (36) months following the date of lay-off.

12.12 Rights of Employee Upon Re-Employment

When an employee is re-employed after lay-off, in a position with the same salary range as the classification held prior to lay-off, the employee shall be paid at the step which was being paid at the time of lay-off, and the increment date will be continuous with the time worked from the original date of employment.

Employees who are re-employed after lay-off in a higher or lower paid classification shall be placed in the new salary range in accordance with Article 11.06 (Rates of Pay). The employees will retain their accumulated sick leave credits, if any, and service toward calculation of vacation credits existing at such time of lay-off, if re-employed within thirty-six (36) calendar months.

12.13 Orientation and Trial Period Upon Re-Employment

- a) Employees who are re-employed in their former job classification in accordance with Article 12.12 (Rights of Employees Upon Re-Employment) will not have to serve a trial period but will be given reasonable orientation.
- b) Employees who are re-employed in a new job classification pursuant to Article 12.12 (Rights of Employees Upon Re-Employment) shall be entitled to a trial period in accordance with Article 11.05 (Trial Period). The employees shall be given reasonable orientation.

Employees who fail the trial period in the new job classification shall be returned to lay-off status. Work performed in the trial period will not cause the extension of the original thirty-

six (36) month lay-off period.

12.14 Provision for Amendment

It is recognized by the parties that certain provisions set out in this Article may be amended or expanded upon as a result of the creation of Health Districts **or changes to current Geographic Health District boundaries**. Any such amendments shall be subject to negotiations on a local basis.

12.15 No New Employees Hired

No new employees shall be hired until those laid off have been given an opportunity for re-employment to positions for which they possess the qualifications and abilities sufficient to perform the required duties.

ARTICLE 13 - HOURS OF WORK

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, sick leave, paid and unpaid leave of absence, pay for call-in errors, and Statutory Holiday pay shall be included.

- ii) During each three (3) week period employees shall be scheduled six (6) regularly scheduled days off. The seventh (7th) day of rest shall be scheduled in conjunction with the employee's regular days off, or scheduled Statutory Holiday off, or on a day which is mutually agreed upon.
- b) Effective July 1, 1999, no employee shall be called in or scheduled for work less than four (4) hours in duration, subject to the following:
 - i) Newly-created positions shall consist of shifts not less than four (4) hours in duration;
 - ii) Where established three (3) hour shift positions are vacated, the Employer and Union will review the position with a view to extending the shift length to four (4) hours or greater;
 - iii) This Article will not prevent the Employer from replacing a currently established

three (3) hour shift on a temporary basis or for call-in purposes;

iv) Shifts shall be paid as scheduled or offered and accepted.

c) Special Provisions

i) Refer to Appendix III for Special Provisions applicable to certain groups.

ii) **APPLICABLE TO EMERGENCY MEDICAL SERVICES (EMS):**

Other than full-time employees who report for work shall receive regular rates of pay for all hours of work, except that applicable overtime rates shall be payable for all paid hours in excess of the normal full-time hours of work of eight (8) hours per day or one hundred and twelve (112) per three (3) week period.

On each occasion that an other than full-time employee reports for EMS work he/she shall receive a minimum of three (3) hours of pay at the regular rate, provided that if such employee reports for work a second (2nd) time within the three (3) hour period of the original report for work, the employee shall not be paid an additional amount for such second (2nd) report for work, unless the employee reports for work and remains working beyond the three (3) hour period.

13.02 APPLICABLE TO HOME CARE

1) Hours of Work Applicable to PPT, OTFT, and Casual Employees

a) In order to maximize hours and in accordance with Article 13.02 2), employees may be required to work irregular hours within the following restrictions:

i) An employee shall not work more than twelve (12) hours per day;

ii) An employee shall not work more than one hundred and twelve (112) hours averaged over a three (3) week period, calculated from November 7, 1999;

iii) An employee's hours of work shall be confined within a twelve (12) hour period beginning with the first (1st) hour worked. However, an employee may be required to report for duty on different occasions in such twelve (12) hour period, provided the hours do not conflict with the hours previously agreed upon under Article 13.02 2) c). At least eleven point five (11.5) consecutive hours must separate the last hour worked and the first (1st) hour of the next work period. Nothing shall preclude the Employer and the Union from establishing an extended shift agreement.

iv) No employee shall be required to work more than seven (7) consecutive

days without receiving days off, except by mutual agreement between the Union and the Employer;

v) Employees shall not be required to work more than two (2) weekends in four (4) unless there is mutual agreement between the Union and the Employer. A weekend shall be defined as the consecutive hours between 0001 hours Saturday and 2400 hours Sunday. Wherever possible, notice of weekend assignment will be given at the beginning of each month to the affected employee.

b) If the employee is required to work beyond the preceding restrictions overtime pay shall be paid for all such hours worked.

c) **Payment For Work-Related Duties**

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

d) **Minimum Pay**

i) Effective July 1, 1999, on each occasion an employee reports for work, he/she shall receive a minimum of two (2) hours at their regular rate of pay;

ii) An employee who arrives at a client's residence for work and who is unable to perform such work due to client absence or refusal shall receive pay as if they had worked;

iii) In i) or ii), wherever possible, employees shall contact the Home Care office immediately for assignment to other duties.

2) **Assignment of Work**

The parties agree that the assignment of hours to other than full-time (OTFT) employees shall first (1st) be governed by the need for good client care in responding to client needs and concerns, including:

- Consistency in the provision of client care;
- Timeliness of response to client needs;
- Every reasonable effort to assign by seniority.

Management will assign work as follows:

a) After discussion and input with the Local Union and/or Union Representative, geographic client localities shall be established and changed as necessary by the

Employer and the Union so notified. Employees will be registered in a specific geographic locality in writing by the Employer on the date of hire. The Union and the employee will be advised in writing when localities are assigned and changed.

- b) An employee shall be assigned new clients and/or existing available client hours in their geographic locality on the basis of seniority provided they are available and have the necessary qualifications required to fill the position and ability to perform the work;
- c)
 - i) At the time of hiring employees shall indicate, in writing, details of their availability. Two (2) weeks written notice shall be given for any changes in this availability. In the event an employee is consistently unavailable, the parties shall meet to discuss the employee's availability.
 - ii) In order to maximize hours, employees may indicate their willingness to work in other specific Home Care localities within the District, in which case, time and travel to and from the first (1st) and last clients in the additional localities shall be without compensation.
- d) If all employees in a particular geographic locality are unavailable for work assignment and where there are no indications of availability as in c) ii), the Employer has the right to offer such work to any qualified and able employee. Such employee shall be entitled to time and travel as per Article 13.02 3).
- e)
 - i) OTFT employees who do not have guaranteed hours shall not have the right to be assigned to previously assigned work from less senior OTFT employees when existing clients separate from Home Care services;
 - ii) Permanent part-time employees shall have the right to be assigned to previously assigned work from less senior OTFT employees when existing clients separate from Home Care services.
- f) When a temporary assignment of three (3) months or less requires the redistribution of current client load, the redistributed client load will be returned to the employee upon the completion of the temporary assignment. A temporary assignment will not result in paid hours less than those previously assigned for the period of the temporary assignment.
- g) Every client who resumes service with the Home Care Program, after an absence of three (3) months or more, will be considered a new client for the purpose of assigning staff in accordance with Article 13.02.
- h) Upon completion of an approved leave of absence, employees shall return to work assignments that were scheduled prior to the leave, providing such assignments still exist. Where such assignments do not exist, the employee will return to the same class and level of work except as may be otherwise specified in this Agreement.**

3) Time and Travel

- a) All employees shall be designated as either rural or urban at the time of hire, in which case, the urban employees shall have a designated headquarter. If the employee is not designated rural or urban, they will be considered as rural employees. An urban employee can only have one (1) designated headquarter, unless changed by mutual agreement. A headquarter can include:
 - i) An urban (any city, town, or village) population centre in which an employee lives and works within a geographic client locality as per Article 13.02 2) a).
 - ii) The main administrative centre in which the District Office is located;
 - iii) An urban population centre within a geographic locality in which the employee does not reside but has requested as a headquarter.
- b) Where work assignments for employees in a designated geographic locality are less than one (1) hour apart, that time between assignments shall be considered time worked;
- c) It is agreed and understood that current District practices will be maintained regarding time and travel during the life of this Agreement unless the District and the Union negotiate alternative arrangements with a view to standardizing practises within a Health District;
- d) Transportation allowance shall be paid in accordance with Article 13.13 b);
- e) Employees working in other specific localities as per Article 13.02 2) c) ii) shall have no compensation for time and travel to first (1st) client and from last client.

13.03 Definition of a Day

A day shall be any twenty-four (24) hour period calculated from the time that the employee commences the scheduled shift.

13.04 Definition of a Week

A week shall mean that period between midnight on Saturday and midnight on the immediately following Saturday.

13.05 Work Schedules

- a) Provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to the employees. Work schedules shall be confirmed and posted no less than two (2) calendar weeks in advance of the actual week being worked as defined in

Article 13.04.

- b) Employees shall notify the Supervisor in writing in advance of trading shifts of equal length between themselves. Deviation from the posted schedule, which results from employees trading shifts with other qualified employees, shall not be subject to the overtime provisions.
- c) When an employee is required to change their shift from the posted and confirmed schedule, as a result of an Employer directive, the employee shall be paid **a premium** at the rate of double time (2X) for all shift(s) so changed. It is agreed, however, that in emergency circumstances which could not have been foreseen by the Employer, the double time (2X) rate shall only be paid for the first (1st) four (4) shifts so changed.
- d) Employees shall receive no less than two (2) consecutive days off, unless single days off are arranged by mutual agreement between the Employer and the Union;
- e) Employees shall not be required to work more than seven (7) consecutive days without receiving days off, unless work schedules, which are acceptable to the majority of employees affected by the schedule and the Union, have been agreed upon;
- f) When an employee returns unexpectedly from any leave, the employee scheduled to work the relief assignment shall have her/his shifts cancelled without any notice and without any cost to the Employer;
- g) By mutual agreement, the parties may negotiate extended shift agreements supplementary to this Agreement;
- h) Employees scheduled for shift rotation shall have shifts rotated as equally as possible relative to other employees on the ward or unit. At the request of the employees on a ward or unit, and where the preference of the employees is such, the objective shall be for employees to rotate only between two (2) shifts.
- i) Rest Periods Between Change of Shifts

Failure to provide at least fifteen and one-half (15 ½) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such rest periods, except as mutually agreed between the Employer and the Union;
- j) Split Shifts

Split shifts will only be implemented with prior mutual agreement between the Employer and the Union.

13.06 Rest Periods

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.

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.

13.07 Meal Periods

One (1) unpaid meal period of one-half (½) hour shall be scheduled for each employee working a shift of at least five and one-half (5 ½) hours (exclusive of meal period). Where an employee is working a shift of less than five and one-half (5 ½) hours, an unpaid meal period shall not be scheduled, unless by mutual agreement between the Employer and the Union. In the event the employee is recalled to work during the scheduled meal break or otherwise is unable to utilize the meal break, such time shall be provided later in the shift or, paid at one and one-half (1 ½) times the employee's applicable rate of pay.

It is agreed and understood that current practices will be maintained regarding meal periods in excess of a one-half (½) hour period.

13.08 Overtime

- a) All hours worked in excess of those stated in Article 13.01 or 13.02 shall be defined as overtime and paid at the rate of one and one-half (1 ½) times the regular rate of pay for the first (1st) four (4) consecutive hours and double (2X) the regular rate of pay for hours worked in excess of four (4) consecutive hours in that day. For other than full-time employees, overtime will not be paid until normal full-time hours of work per day or three (3) week period are worked.
- b) An employee who works overtime between 2400 and 0700 hours and where such hours are in conjunction with his/her regular shift shall be paid at the rate of double (2X) his/her regular rate for all hours so worked. If the evening shift ends before midnight and the employee is required to work overtime continuous with the evening shift, and the overtime ends after midnight, then the entire overtime period shall be paid at double (2X) the regular rate.
- c) The Call-In System must first be utilized when replacing absent staff:
 - i) Overtime shall be offered to employees within the department in the same classification on the basis of seniority, provided the employee possesses the necessary qualifications required to fill the position and the ability to perform the work;
 - ii) In the event that the overtime being worked is of a duration that is less than the minimum report period, it shall be offered to the senior employee already working.

This does not authorize the Employer to fragment shifts, unless it can be demonstrated that the shift cannot be filled otherwise.

- d) If an employee is required to work in excess of the regular hours of work on the day of a Statutory Holiday, such overtime shall be paid at double (2X) the regular rate.

13.09 Overtime Against Wishes

Employees will not be required to work overtime or be on standby against their wishes when other qualified employees within their work unit are willing to perform the required work or take such standby.

13.10 Time Off in Lieu

By mutual agreement between the Employer and the employee, the employee may take time off, calculated at the appropriate overtime rate, in lieu of overtime pay.

13.11 Standby

a) Definition of Standby Assignment

Standby assignment shall mean any period during which the employee is not on regular duty, the duration of which is not less than eight (8) hours during which the employee is on standby, and must be available to respond without undue delay to any request to return to duty.

b) Alternate Arrangements for Standby

Provided it is agreed to by the Employer in advance, employees on standby may make mutual arrangements with other qualified employees to replace them, and must advise the Employer of such change.

c) Standby payment shall be in addition to any callback compensation.

d) Standby Payment

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

- i) One dollar and three (\$1.03) cents per hour for each hour on standby on a regular working day with a minimum payment for eight (8) hours;
- ii) One dollar and thirty-three (\$1.33) cents per hour for each hour on standby on days off and Statutory Holidays with a minimum payment for eight (8) hours.

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

Standby payment shall be paid at two dollars and nineteen (\$2.19) cents per hour for regular days

and four dollars and twelve (\$4.12) cents per hour for days off and Statutory Holidays for the following classifications:

- All Code 'E' Technologists;
- All Medical Lab Technologists;
- All Medical Radiology and Nuclear Medicine Technologists;
- All Cardiology and Echocardiology Technologists;
- All Cardiovascular Technologists;
- All Neurophysiology Technologists;
- All Sleep Lab Technologists;
- All Orthopaedic Technologists;
- All Operating Room Technicians/Inst. Processing Technicians;
- All CLXT's;
- All Biomedical Engineers;
- All Maintenance Supervisors (Mech. VI).

Effective April 1, 2002:

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

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

APPLICABLE TO OTFT EMS - EFFECTIVE APRIL 1, 2002:

- 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.**

13.12 Callback

Where the provisions of Article 13.01 c) ii) apply, the provisions of Article 13.12 a) and b) shall not be invoked.

- a) **Callback After Completion of Shift**

Any employee who is called back to work after having completed the regular work schedule, and having left the facility premises, shall be paid for a minimum of two (2) hours at a rate of time and one-half (1 ½) the regular rate, provided that if such employee is called back a second (2nd) time within two (2) hours of the original callback, the employee shall not be paid an additional amount for such callback.

b) Callback After Midnight or on Statutory Holidays

Employees who are called back and required to work between the hours of 2400 (midnight) and 0700 hours or on Statutory Holidays shall be paid at the rate of double (2X) the regular rate of pay for all hours so worked with a minimum of two (2) hours at the rate of double (2X) the regular rate.

However, should a callback referred to above, commence prior to 2400 hours (midnight) or continue after 0700 hours, such period of time (outside of the frame of 2400 and 0700) shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.

c) Callback on a Scheduled Day(s) Off

Employees required to work their scheduled day or days off shall receive double (2X) the regular rate of pay for such day or days off worked.

d) Callback During Vacation

Employees called back from their vacations shall be paid at the rate of double (2X) the regular rate of pay for all hours worked. Such vacation days so worked shall be rescheduled.

e) Telephone Consultation

An employee, who after leaving work, receives a work-related telephone call to provide off-site assistance and which does not involve a return to the workplace shall be paid a flat rate of five (\$5.00) dollars per call for calls less than fifteen (15) minutes duration. Calls longer than fifteen (15) minutes shall be paid for each one-half (½) hour or portion thereof at the regular rate of pay.

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 (\$0.30) cents per kilometre with a minimum of three dollars and fifty (\$3.50) cents 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 (\$0.30) cents per kilometre with a minimum of three dollars and fifty (\$3.50) cents 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 kilometres for travel reimbursement. Such employee shall be paid at the basis of thirty (\$0.30) cents per kilometre with a minimum of three dollars and fifty (\$3.50) cents per round trip.

EFFECTIVE JANUARY 13, 2002:

- 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 (\$0.32) cents** per kilometre with a minimum of three dollars and fifty (\$3.50) cents 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 (\$0.32) cents** per kilometre with a minimum of three dollars and fifty (\$3.50) cents 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 kilometres for travel reimbursement. Such employee shall be paid at the basis of **thirty-two (\$0.32) cents** per kilometre with a minimum of three dollars and fifty (\$3.50) cents per round trip.

- c) **The kilometre rate shall be adjusted by the same percentage as the Saskatchewan Private Transportation Index (SPTI) published by Statistics Canada for the review periods. The adjustment will be rounded off to the nearest one hundredth (1/100) per cent. The base index is the October 2001 SPTI and the base rate shall be thirty-two (\$0.32) cents per kilometre. Review periods and adjustment effective dates shall be as follows:**

REVIEW PERIOD	EFFECTIVE DATE OF ADJUSTMENT
Base to March 2002	June 1, 2002
Base to October 2002	December 1, 2002
Base to March 2003	June 1, 2003
Base to October 2003	December 1, 2003

13.14 Shift Premium

A shift premium of seventy (\$0.70) cents 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.

13.15 Weekend Premium

A weekend premium of thirty (\$0.30) cents 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.

13.16 Weekends Off

Employees shall have at least one (1) weekend off in every three (3) week period. Those employees required to work on the third (3rd) Saturday and/or Sunday shall be paid at overtime rates of pay for all hours so worked on the third (3rd) Saturday and/or Sunday, except where it is mutually agreed otherwise between the Employer and the Union. Insofar as possible, within established staffing patterns, employees shall be scheduled for weekends off on an equitable basis.

13.17 Expansion of Hours

Expansion of hours shall not be permitted on a continuing basis without the agreement of the Employer and the Union.

ARTICLE 14 - STATUTORY HOLIDAYS

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	Labour Day
Easter Monday	Thanksgiving Day
Remembrance Day	Victoria Day
Christmas Day	Canada Day

Boxing 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.

14.02 Statutory Holiday on Scheduled Day Off

Where a Statutory Holiday falls on a full-time employee's regular or scheduled day off, such employee shall receive another day off with pay.

14.03 Working on a Statutory Holiday

In order to be paid for a Statutory Holiday worked, the majority of the employee's working hours must fall on the actual day of the Stat.

- a) Full-time employees required to be on duty on any of the holidays described in Article 14.01 shall be paid at the rate of time and one-half (1 ½) their regular rate of pay, plus time off with pay equal to the regular hours worked, such time off to be scheduled within four (4) weeks before or after the week in which the holiday occurs.

The employee shall have the Statutory Holiday off on a day mutually agreeable between the Employer and the employee subject to Article 13.05.

b) All Other Than Full-Time Employees

- i) Who do not work on a Statutory Holiday shall receive Statutory Holiday pay **calculated on the following basis, whichever is the greater.**

If the employee has worked 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 worked on those days;

OR

$$\frac{\text{Number of Paid Hours In the Immediately Preceding Four (4) Week Period}}{149.3} \times \text{Normal Full-Time Hours Per Day}$$

$$X \text{ Employee's Hourly Rate of Pay} = \text{Statutory Holiday Pay}$$

- 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 Statutory Holiday pay, calculated in accordance

with **either** of the **above** formula (**whichever is greater**).

- 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 Statutory Holiday pay, pursuant to Article 14.03 a) or b).**

14.04 Christmas and New Year's Day Off

The Employer shall endeavour to schedule the employee for at least Christmas Day or New Year's Day off.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 General Leave of Absence

Insofar as regular operations permit, 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. 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.

15.02 Maternity Leave

Unpaid leave of absence shall be granted to an employee for maternity. An employee must make written application for the leave of absence no later than fifteen (15) calendar days in advance, except in extenuating circumstances.

- a) The length of the leave of absence shall be for a period not to exceed **eighteen (18) months**.

If an employee's original request for maternity leave was less than **eighteen (18) months**, she shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed **eighteen (18) months**.

In extenuating circumstances, where in the opinion of a medical practitioner such action is advisable, the leave shall be further extended.

- b) Such leave will be granted with assurance that the employee will resume employment in the same position or in a comparable position and at the same range of pay occupied prior to the granting of such leave. In the event the employee on maternity leave is affected by lay-off, she shall be afforded access to the provisions of Article 12 (Lay-Off and Re-Employment).
- c) Notice of intention to return to work or request for change of length of leave of absence must be forwarded to the Employer fifteen (15) calendar days prior to the expiration of the leave. An employee may submit only one (1) request for a change of length of leave of absence.

The Employer is not required to allow an employee to resume her employment until after the expiration of the fifteen (15) calendar days notice.

d) An employee unable to perform her regular duties but able to perform other work shall, where possible, without affecting the seniority rights of other employees, be permitted to do so at the appropriate rate of pay for the position she is filling.

e) **Access to Sick Leave**

Sick leave shall not be granted for the actual period of maternity leave, as defined in Article 15.02 a). However, an employee who is pregnant during her period of service with the Employer shall have access to sick leave credits for **any health-related absence relative to the pregnancy (either during or after)** while she continues **employment** with the Employer.

15.03 Adoption Leave

Upon request, an employee shall be granted up to **eighteen (18) months** leave of absence without pay for legal adoption purposes. In the event an employee on adoption leave is affected by lay-off, the **employee** shall be afforded access to the provisions of Article 12 (Lay-Off and Re-Employment).

15.04 Parental Leave

Upon request, an employee whose spouse is expecting a child shall be granted up to **thirty-seven (37) weeks** unpaid leave which can be taken during the three (3) months before or during the twelve (12) months after the birth of the child. In the event an employee on parental leave is affected by lay-off, the **employee** shall be afforded access to the provisions of Article 12 (Lay-Off and Re-Employment).

15.05 Family Illness Leave

The purpose of family illness leave is for the employee to access time away from work, without loss of pay, in circumstances where a family member as defined in Article 15.08 is ill and requires the attention of the employee. **When requesting family illness leave, employees will be expected to identify the family member who is ill, the general nature of the employee's involvement and the amount of time that is required.**

Commencing July 1, 1999, all employees, regardless of status, shall be entitled to access up to forty-five (45) hours per twelve (12) month period. This benefit shall not accumulate from year to year.

Employees shall be eligible for this benefit upon successful completion of the probationary period. Their benefit will be calculated on the basis of three point seven five (3.75) hours for each month or portion thereof for the remainder of the entitlement period.

15.06 Pressing Necessity

An employee shall be granted leave without pay for pressing necessities. Pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence that could not by the exercise of reasonable judgement have been foreseen by the employee and which requires the immediate attention of the employee.

The employee may elect to use vacation, Statutory Holiday, or earned days off, which have not yet been scheduled for the purpose of such leave.

15.07 Medical Care Leave

An employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time may be granted time off with pay. Such time off shall not exceed sixteen (16) working hours per calendar year, except in extenuating circumstances. On request, employees will be required to show proof of such care.

For other than full-time employees this shall be pro-rated. This benefit does not apply to casuals.

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** the day following the funeral.
 - i) In the event of the death of a parent, spouse, brother, sister, child, common-law spouse, former guardian, fiancé, 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**, grandchild, **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) The employee may also request vacation, Statutory Holidays, or unpaid leave of absence as may be required.

15.09 Union Leave

Insofar as the regular operations permit:

- a) Designated employees shall be granted leave of absence without pay to attend to Union business;
- b) Such request must be submitted in writing to the Employer at least seven (7) days in advance except in cases where it is mutually agreed otherwise. Designated employees shall be granted leave on a ratio of:
One (1) for the first twenty-five (25) in-scope, one (1) for the next twenty-five (25) in-scope or major fraction thereof, and one (1) for each fifty (50) in-scope or major fraction thereof.
- c) The Employer agrees to continue to pay normal salary and benefits to employees allocated on a short-term basis of one (1) month or less to attend to Union business as referred to in Article 15.09 and that the Employer is to charge the Local Union for reimbursement of the cost. Such costs shall only include:
 - i) Actual lost wages;
 - ii) Employer's share of Canada Pension contributions;
 - iii) Employer's share of Employment Insurance premiums;
 - iv) Employer's share of SAHO Pension contributions (**and any successor Plan**) or equivalent;
 - v) Employer's share of Group Insurance premiums;
 - vi) Employer's share of Disability Income contributions; and
 - vii) Workers' Compensation premiums.
- d) On leaves of absence of more than one (1) month, and at the request of the Union, the Employer agrees to pay normal salary and benefits to an employee, and will charge the Union, in addition to those costs set forth in Article 15.09 c) an appropriate amount for the following benefits:
 - i) Annual vacation;
 - ii) Sick leave; and
 - iii) Statutory Holiday.

15.10 Leave for a Union Position

An employee who is elected or selected for a full-time Executive position with the Union or any

labour body with which the Union is affiliated, shall be granted an unpaid leave of absence for the term of office.

An employee who accepts employment with the Union or any body with which the Union is affiliated shall be granted a leave of absence of up to twelve (12) months.

15.11 Election to Professional Association

An employee elected or selected for an Executive position within a Professional Association that relates to their classification shall be granted an unpaid leave of absence in order to fulfill the requirements of the elected position.

15.12 Education Leave

Insofar as regular operations will permit, an educational leave of absence without pay shall be granted for up to twenty-four (24) months at the request of the employee. **All employees on education leave of absence status may provide notification to the Employer of their availability for call-in hours of work within their department and/or classification. For the purposes of Article 11.09, all such employees will be treated as casual employees throughout the period of the education leave.**

15.13 Paid Jury or Court Witness Leave

When an employee is subpoenaed for jury duty or as a court witness, such employee shall not suffer any loss of salary or wages while at the disposal of the court.

Time spent by an employee required to serve as a court witness in any matter arising out of employment shall be considered as time worked at the regular rate of pay.

15.14 Leave for Public Office

An employee who is elected to Public Office shall be granted unpaid leave of absence as required by the term of such Public Office.

15.15 Benefit Accrual

An employee shall be entitled to earn sick leave, **calculation of increment entitlements**, vacation leave and Statutory Holidays **for the first (1st) thirty (30) consecutive calendar days of an unpaid leave of absence.**

ARTICLE 16 - VACATION

16.01 Vacation Year

"Vacation Year" means the twelve (12) month period commencing on the **first (1st) day of April** in each calendar year and concluding on the **thirty-first (31st) day of March** of the following calendar

year. Vacation credits shall be earned during the current vacation year to be taken the following vacation year.

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.

- i) 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 15th 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.** 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.

16.03 Date of Employment

"Date of Employment" means:

- a) In the case of the employee whose employment commenced between the first (1st) and the fifteenth (15th) day, inclusive of any month, the first (1st) day of the calendar month;
- b) In the case of the employee whose employment commenced between the sixteenth (16th) and the last day, inclusive of any month, the first (1st) day of the following calendar month.

16.04 Part-Time, OTFT (Home Care), and Casual Employee Vacation Entitlement

Vacation credits shall be earned on a pro-rata basis in accordance with Article 16.05 and shall be paid in accordance with Article 16.06. It is understood between the parties that an employee is entitled to a vacation period of three (3), four (4), five (5), or six (6) weeks, dependent upon the employee's accumulated years of employment, in addition to the vacation pay stipulated below.

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 ¼) 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);
 - iv) 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 ½) days per month worked (**to a maximum of** thirty (30) working days 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.**

16.06 Vacation Pay

- a) An employee shall receive the greater of vacation pay calculated as follows:
- i) Vacation Credits Employee's regular
Earned in accordance X rate of pay at the = Vacation
with Article 16.05 time of taking vacation Pay
- OR
- ii) Effective May 1, 1996, three fifty-seconds (3/52nds), four fifty-seconds (4/52nds), five fifty-seconds (5/52nds), or six fifty-seconds (6/52nds) of the employee's gross earnings during the vacation year as determined by the employee's eligibility for annual vacation. Gross earnings shall include all remuneration paid to employees except transportation allowance.
- b) Employees shall receive vacation pay on regular pay days while on vacation unless otherwise requested.
- c) Where an employee requests vacation pay in advance, and makes such request in writing at least twenty-one (21) days prior to the commencement of vacation, vacation pay shall be paid in the fourteen (14) day period immediately preceding the vacation period.
- d) An employee who is terminating employment at any time in the vacation year before the employee has taken vacation, shall be entitled to a proportionate payment of salary in lieu of earned vacation.

16.07 Displacement of Vacation

Where, in respect of any period of vacation leave, an employee is:

- a) Granted bereavement leave; or
- b) Granted sick leave, as a result of hospitalization; or
- c) Granted other approved leave of absence; or
- d) Granted sick leave for an illness which could confine the employee for a duration of more than three (3) scheduled days, a medical certificate substantiating proof of illness will be required; or
- e) Granted sick leave immediately prior to commencing his/her scheduled vacation and such illness continues into the period of scheduled vacation.

The period of vacation so displaced by any of the aforementioned shall either be added to the vacation period requested by the employee and approved by the Employer or reinstated for use at a later date.

16.08 Unbroken Vacation Period

Employees shall be entitled to take their vacation in a broken or an unbroken period.

Notwithstanding the above provisions, where departmental arrangements provide for a mutually acceptable method of scheduling vacation entitlement, those provisions shall continue to remain in effect.

16.09 Statutory Holidays Within Scheduled Vacation Period

When a recognized Statutory Holiday falls during an employee's scheduled vacation period, it shall be recognized as a Statutory Holiday and the employee shall be paid in accordance with Article 14.03. The day on which the Statutory Holiday occurs shall not be deducted from the employee's eligible vacation period.

16.10 Better Than Vacation Provisions

The vacation credits entitlement specified in Article 16.05 shall apply to all employees hired on or after April 1, 1999. Employees on staff prior to April 1, 1999, having vacation credit entitlement provisions more favourable than those specified in Article 16.05 shall retain those provisions which shall be attached as Appendix V in the Provincial Agreement.

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. The application shall indicate when the deferred vacation is preferred to be taken. 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.

16.12 Access to Vacation Credits

Effective January 1, 2002, an employee shall have access to their vacation credits as earned. Seniority rights for access to vacation credits may be lost where such vacation would interfere with the normal operation of the facility or rights of others.

ARTICLE 17 - PAYMENT OF WAGES

17.01 Schedules

The salary scale applicable to employees shall be as set out in the salary schedules contained in this

Collective Bargaining Agreement.

17.02 Payment of Wages

Payment of wages shall be in accordance with the following alternatives:

- a) Employees shall be paid actual earnings on a bi-weekly basis; or
- b) Past practices shall remain in effect.

17.03 Deductions

Current deductions shall be made as required by Federal and Provincial Legislation and no other deductions may be made without written consent of the employee concerned, except as otherwise provided for in this Agreement.

17.04 Red-Circled Jobs

All incumbents in recognized red-circled jobs shall be paid one hundred (100%) per cent of any negotiated wage and benefit increase.

ARTICLE 18 - INCREMENTS

18.01 a) Full-time employees shall be eligible for increments annually from their date of employment, promotion, or reclassification except when a leave of absence is for more than thirty (30) days, in which case an adjusted increment date shall be established consistent with the period of leave, **less the first (1st) thirty (30) consecutive calendar days.**

b) i) Other than full-time employees shall be eligible for increments calculated on the basis of paid and unpaid hours (as set out below) from their date of employment, promotion, or reclassification.

ii) Other than full-time employees shall receive a half ($\frac{1}{2}$) increment on the completion of nine hundred and seventy-four point four (974.4) regular hours (one thousand nine hundred and forty-eight point eight (1948.8) hours/year) or one (1) year, whichever occurs later. On completion of one thousand nine hundred and forty-eight point eight (1948.8) hours, the employee shall receive the first (1st) step. Additional increments as provided in the applicable pay range shall be provided consistent with the foregoing formula until such time as the employee has achieved the maximum step in the pay range.

iii) **APPLICABLE TO EMS ONLY:**

Other than full-time employees shall receive a half ($\frac{1}{2}$) increment on the

completion of nine hundred and seventy-four point four (974.4) regular hours or the anniversary date of their employment in the EMS service, whichever occurs sooner. Additional increments as provided in the applicable pay range shall be provided consistent with the foregoing formula until such time as the employee has achieved the maximum step in the pay range.

Effective November 7, 1999, references to nine hundred and seventy four point four (974.4) and one thousand nine hundred and forty eight point eight (1948.8) hours shall apply to all employees except as provided in Appendix III of this Agreement.

c) Eligible hours for earning increments include:

- All paid hours including vacation and Statutory Holiday pay but excluding overtime;
- All paid leaves;
- Any authorized unpaid leaves **for the first (1st) thirty (30) consecutive calendar days;**
- Absence while on W.C.B.;
- Union leave.

d) Employees who work in more than one (1) classification where different Pay Grades apply shall receive separate increment adjustments for each classification;

e) Hours worked in temporary assignments shall be credited to the employee for the purpose of advancement in the increment scale.

18.02 Return to Previous Job Classification

An employee who returns within three (3) calendar years to a job classification which was previously held by that employee shall be placed at their previous increment level.

18.03 Recognition of Previous Experience

Employees commencing employment who have previous experience related to the position applied for, relevant and acceptable to the Employer, shall be placed in the salary range 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);
- d) Three (3) years of experience in the five (5) years immediately preceding the date of employment shall be placed at Step 4 (three (3) year);
- e) Four (4) years of experience in the six (6) years immediately preceding the date of employment shall be placed at Step 5 (four (4) year);

For classifications with seven steps:

- f) Five (5) years of experience in the seven (7) years immediately preceding the date of employment shall be placed at Step 6 (five (5) 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.

ARTICLE 19 - GENERAL PROVISIONS

19.01 Compensation for Post Mortem

An employee who assists in the performance of a post mortem, which is not part of such job description, will be paid at the rate of fifty (\$50.00) dollars per post mortem in addition to any pay the employee would be entitled to under the terms of this Agreement.

19.02 Personal Property Loss

An employee's personal property loss or damage by the action of a client shall be replaced or repaired at the expense of the Employer to a maximum of seven hundred and fifty (\$750.00) dollars, subject to integration with one hundred (100%) per cent coverage by Workers' Compensation Board, provided that reasonable proof of the cause of such damage is submitted by the employee concerned within reasonable time of such loss or damage.

19.03 Uniforms

The Employer will furnish and maintain (launder and repair) without charge such uniforms which the Employer requires the employees to wear. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour, and style of uniforms, and the requirements of each group of employees in respect thereto shall be determined by the Employer.

19.04 Bulletin Boards

The Employer shall provide bulletin board(s) which shall be placed so that all employees will have ready access to them and upon which the Union shall have the right to post notices of meetings and

such other notices, as may be of interest to the employees.

19.05 Tools and Equipment Supplied

The Employer shall supply all tools and equipment, which it deems necessary to employees in the performance of their duties. Worn or broken tools shall be returned to the Employer.

19.06 Responsibility Pay

Effective April 01, 2002, where the employee is assigned supervisory responsibilities by the Employer, the employee will be paid an additional premium of seventy-five (\$0.75) cents per hour.

If the employee is not assigned supervisory responsibilities by the Employer, he/she shall not perform such duties and the employee shall not be paid responsibility pay pursuant to this provision.

Where an employee is in receipt of a higher rate of pay due to temporary assignment in a higher classification, the employee shall not be entitled to additional responsibility pay as a result of the temporary assignment. This does not forfeit the employee's entitlement to responsibility pay where the Employer, assigns the employee supervisory responsibilities of another classification, in addition to the responsibilities of the temporary assignment.

19.07 Professional Fees

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

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

ARTICLE 20 - SENIORITY AND BENEFIT PORTABILITY

20.01 Employees who terminate from any Employer covered by the SEIU SAHO Collective Bargaining Agreement or the SEIU Extencicare (Canada) Inc./SAHO Collective Bargaining Agreement and commence employment with any Employer covered by the aforementioned Collective Bargaining Agreement(s) 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) The 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 re-employment. The provisions of Article 18.03 (Recognition of Previous Experience) may be considered.

Employees shall serve a probationary period pursuant to Article 10.

20.02 Employees who are employed with two (2) or more Employers 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 Employers. It shall be the responsibility of the employee to notify the remaining Employer of their termination and request a transfer of their seniority and benefits as specified in Article 20.01. In the event the employee remains employed with more than one (1) Employer, they shall only be entitled to transfer their seniority and benefits from the terminating Employer to one (1) of the remaining Employers.

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 Employers the provisions of Article 18.03 (Recognition of Previous Experience) may be considered.

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.

ARTICLE 21 - TECHNOLOGICAL CHANGE

21.01 Technological Change

If, as a result of the Employer introducing:

- New equipment;
- Changes in operating methods;
- Dissolution of department(s); or
- Complete facility closure;

certain job classifications will no longer be required, the Employer shall notify the Union three (3)

months in advance of instituting such changes which will cause dislocation, reduction, or demotion of the existing work force.

- a) By mutual agreement of the Employer and the Union, the above time limits may be adjusted to suit individual circumstances;
- b) Upon notification as above, the Employer and the Union will commence discussion as to the effect on personnel and application of this Article;
- c) During the above-mentioned implementation and transitional period, affected employees will maintain their wage level;
- d) All new job titles and rates of pay shall be negotiated in accordance with Article 11.01 (Creation of New Classifications);
- e) All new positions created as a result of technological change will be posted under the terms of the current Agreement. Any training or retraining required to fill the new positions shall be provided by the Employer at the employee's regular rate of pay.
- f) If application of this Article requires a reduction in the workforce, such reduction will be carried out under the terms of this Agreement.

ARTICLE 22 - EMPLOYEE PERFORMANCE REVIEW

22.01 Employee Performance Review

When a review or appraisal of an employee's work performance is made, the employee concerned shall be given the opportunity to read and discuss the document. The employee shall be required to sign an acknowledgement that they have been given an opportunity to read the document and shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the document.

An employee performance appraisal or review is not a disciplinary meeting.

The employee shall have the right to respond in writing to such appraisal or review within fourteen (14) calendar days and such response shall become part of the record.

22.02 Access to Personnel File

The Employer shall allow an employee to review their personnel file (excluding employment references) provided they make prior arrangements with their immediate Supervisor. Any errors or inaccuracies on an employee's file shall be removed.

ARTICLE 23 - SAFETY AND HEALTH

23.01 Health and Safety Committee

The Union and the Employer shall mutually commit to perfect the safety measures now in effect, and to implement and support *The Occupational Health and Safety Act* and Regulations in all matters addressed between the parties, so that informed compliance can be achieved in a timely manner.

The Employer agrees to provide flexibility in scheduling arrangements for the purpose of promoting meaningful participation of Committee members. A Committee member who attends an Occupational Health and Safety Committee meeting outside of scheduled hours of work shall be credited the time as hours worked at regular rate(s) of pay.

23.02 Referral of Health or Safety Concern

An employee or a group of employees who have a health or safety concern should endeavour to resolve that concern by first referring the concern to the immediate Supervisor or Facility Safety Officer, who will investigate immediately and take remedial action.

23.03 Client/Patient/Resident Behaviour

When an incident demonstrates that a client's behaviour may constitute a risk to the safety of another client or employee, a meeting shall be convened within twenty-four (24) hours to conduct a reassessment and appraisal of the client to consider and implement alternative options for care delivery to ensure the safety of employees and other clients/patients/residents.

23.04 Medical Examination

If pre-employment or subsequent medicals or immunizations should be required by the Employer, or in accordance with *The Hospital Standards Act* or *The Housing and Special Care Homes' Act*, time lost due to such requirements shall not result in loss of pay or sick leave credits.

23.05 Proper Accommodation

The Employer agrees to make every reasonable effort to provide proper accommodation for employees to have meals and store and change their clothes. The Employer agrees to provide suitable accommodation that is not directly accessible to the public to allow employees to store personal effects and clothing worn to and from the facility.

23.06 Working Alone or Isolated Place of Employment

Through joint process, the Union and Employer shall design mechanisms and policies to reduce risks to employees working alone or at isolated places of employment or whose employment requires travel. Such policies, once agreed, shall be maintained and enforced by the Employer subject to OH & S regulations as applicable.

Such policies shall provide for:

- **Guidelines for safe travel in adverse weather conditions;**

- **Provision of CAA approved emergency supplies for use in travelling in adverse weather conditions;**
- **Effective communication plan for every employee to provide two-way communication between Employer and employee which may include phone, radio, calls indicating location, departure time, arrival time, calling card, reimbursement of required work-related call;**
- **If direct two-way communication is not available, it is the responsibility of the employee to follow prescribed communication procedures.**

ARTICLE 24 - SICK LEAVE

24.01 Definition of Sick Leave

"Sick Leave" means the period of time an employee is absent from work by virtue of being sick or disabled or because of an accident not covered by Workers' Compensation.

24.02 Automobile Accident Insurance Act Benefit Coverage

Sick leave will not be paid where an employee is in receipt of income replacement benefits under *The Automobile Accident Insurance Act*, except that any difference between such benefits and the employee's regular net pay shall be paid to the employee from the employee's accumulated sick leave credits, provided that credits are available for use, for a period not to exceed one (1) year from the date of the accident.

For the purposes of maintaining and accessing employee benefits, in accordance with the terms of the Plans, the employee shall request and the Employer shall provide, the appropriate application forms (for Disability Income Plan benefits) and the employee shall complete such forms.

24.03 Notice of Illness

Every employee who may be absent from duty on account of sickness or injury, shall notify the immediate Supervisor as soon as possible prior to the commencement of the scheduled shift indicating the nature and expected duration of such illness. 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.

24.04 Accumulation of Sick Leave

Subject to where existing local conditions provide otherwise:

- a) Full-time employees shall earn sick leave credits at the rate of fifteen (15) days per year (one and one-quarter (1 ¼) days per month);
- b) Sick leave credits for other than full-time employees shall be calculated as follows:

Number of Hours Eligible
 for Entitlement

X 15 = Sick Leave

Credits

Full Prescribed Hours Per Year

- c) Hours eligible for entitlement shall include paid hours exclusive of overtime plus **the first (1st) thirty (30) consecutive calendar days of an unpaid leave;**
- d) Sick leave credits for all employees shall accumulate to a maximum of one hundred and sixty (160) working days;
- e) The Employer agrees to post an up-to-date list of all employees' sick leave credits in the month of February of each year. Within thirty (30) days of the posting, and upon proof of error, the Employer will revise the list. Copies of such lists and revisions thereof shall be sent to the Local Union Office simultaneously.

24.05 Deductions from Sick Leave Credits

- a) For full-time employees, a deduction shall be made from accumulated sick leave credits for all normal working hours (inclusive of Statutory Holidays) absent for sick leave.
- b) Part-time employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period, access to accrued sick leave credits will be based on their letter of appointment or the average number of hours worked in the twelve (12) months preceding the illness, whichever is greater.
- c) Casual and OTFT (Home Care) employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period, access to accrued sick leave credits will be based on the average number of hours worked in the twelve (12) months preceding the illness.

24.06 Verification of Illness

Medical verification may be requested from employees requesting sick leave. Where such is required, the employee shall be notified during the illness that such verification is required upon the employee's return to work.

ARTICLE 25 - WORKERS' COMPENSATION

25.01 Workers' Compensation Benefits

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

Employer receives from Workers' Compensation Board.

The following procedure shall be used to implement the foregoing:

1. When an employee has applied for Workers' Compensation benefits, the Employer will continue paying the employee his/her regular net pay for a period not to exceed one (1) year.
2. The hours paid for part-time, OTFT (Home Care) and casual employees receiving Workers' Compensation benefits shall include all paid hours (e.g. regularly scheduled hours, additional casual hours, vacation hours, sick hours, Statutory Holiday hours and paid leaves of absence) excluding overtime and other premium payments, and shall be based on the previous fifty-two (52) week period.

Where the employee's status (full-time, part-time, casual) has changed within the fifty-two (52) week period, the calculation of hours paid will be based upon the period of time since the date of change to the employee's status at the time the Workers' Compensation claim is initiated.

3. The Workers' Compensation cheque will be made payable to the Employer.
4. Should the employee's claim be disallowed by Workers' Compensation, then any money so paid will be either charged against sick time, or if the employee has no sick time, the amount so paid will be recovered from the employee, and the employee **shall make application for Disability Income Plan benefits, in accordance with the terms of the Plan.**
5. At year-end, the employee's gross earnings will be adjusted by the amount paid by Workers' Compensation Board. The Employment Insurance and Canada Pension Plan deductions will be recalculated based on the adjusted gross pay and the difference is to be refunded to the employee by the Employer.
6. Employees absent as a result of a compensable accident or illness under this Article shall not earn Statutory Holidays but for the first (1st) year shall accrue sick leave credits and vacation credits. However, vacation credits accrued during receipt of W.C.B. benefits may only be accessed once such employee has returned to regular employment outside the auspices of a graduated Return to Work Program sponsored by the W.C.B.

Employees shall earn seniority for the entire period of a W.C.B. claim.

7. **For the purposes of maintaining and accessing employee benefits, in accordance with the terms of the Plans, the employee shall request and the Employer shall provide the appropriate application forms (for Waiver of Premium benefits) and the employee shall complete such forms.**

ARTICLE 26 - EMPLOYEE BENEFITS PLANS

26.01 Disability Income Plan

- a) **Joint Funding**

A Disability Income Plan shall be provided whereby the Employer shall pay fifty (50%) per cent and the employee shall pay fifty (50%) per cent of the cost of funding the Plan.

b) Administration

The Disability Income Plan shall be administered by the Saskatchewan Association of Health Organizations in accordance with the terms of the Plan.

c) Terms of Plan

The terms of this Plan shall be determined on the basis of the following provisions which are considered as general statements of the Plan conditions:

Employees shall continue to accumulate sick leave credits in accordance with existing sick leave plans. A "Day Bank" shall be installed whereby sick leave credits will continue to accrue and are used when employees are sick for the first (1st) one hundred and nineteen (119) consecutive calendar days of any illness. Any balance remains to the employee's credit until the employee returns to regular work.

A "Bridge Benefit" will be created providing sixty-six and two-thirds (66 2/3%) percent of normal earnings from the expiry of remaining sick leave credits until commencement of Long-Term Disability benefits.

A Long-Term Disability Plan will provide a benefit of sixty (60%) per cent of normal earnings commencing after one hundred and nineteen (119) consecutive calendar days of disability. The benefit will continue until recovery, age sixty-five (65), or death, whichever occurs first. The Long-Term Disability Plan will be subject to the following terms:

1. Disability will be defined as the inability of the employee to perform the duties of their occupation. After twenty-four (24) months of benefit payment, the definition changes to the inability of the employee to perform any occupation for which one is reasonably fitted by training, education, or experience.
2. There shall be no waiting period before an employee is eligible to receive benefits for any disability;
3. The benefit will be reduced by any Canada Pension Plan or Workers' Compensation award. Any cost-of-living adjustment in the future to Canada Pension Plan will not serve to further reduce the benefit provided by the Plan.
4. Where an employee has been receiving benefit from the Plan and has returned to work, should he/she subsequently become disabled within six (6) months from the same cause which created his/her original disability, he/she will not have to serve one hundred and nineteen (119) consecutive calendar days waiting period again before benefits recommence.

5. Any claim which is admitted for a period of disability which commences while the employee is protected by this Plan will continue to be payable under the terms of the Plan, regardless of the fact that the Plan may have subsequently been discontinued or succeeded by a new program.
6. Any employee whose employment commenced during the period shown below and who has received medical attention within the stated period of time preceding the date the employee enrolled in the Plan, shall not be insured for any disability resulting from the complaint for a period of twelve (12) months after the date the employee enrolled:

After May 31, 1978, a period of six (6) months.

7. If an employee fails to enroll in the Plan within thirty-one (31) days after the date he/she becomes eligible to do so, he/she must complete a medical questionnaire for approval by the Plan Administrator.

8. **Limitations**

No payment will be made for claims resulting from a disability:

- i) For which the member is not under continuing medical supervision and treatment considered satisfactory by the Board;
- ii) Caused by intentional self-inflicted injuries;
- iii) From bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country, or participation in a riot;
- iv) Which occurred during the commission or the attempt to commit an indictable offence under the criminal code for which the person is convicted and incarcerated;
- v) Experienced during the first (1st) year of membership which resulted from injury or illness related to any injury or illness for which medical attention was received during the six (6) months prior to the employee becoming a member of the Plan. This limitation will only apply to employees hired after June 30, 1978, and is applicable to Long-Term Disability benefits only;
- vi) Which occurred during the period of cessation of work due to a strike, except that the benefit may be claimed to commence immediately following the end of the strike if the claimant is still qualified in accordance with all of the other terms of the Plan;
- vii) If the claimant has established permanent residence outside of Canada.

Where an employee has been transferred from one (1) facility to another

under the same ownership of a contributing member, or where a contributing member takes ownership of a facility, the continuous membership in the Plan of the prior facility or prior owner will count towards the first (1st) year of membership in this Plan for the purposes of v) above.

9. If an employee returned to work during the one hundred and nineteen (119) consecutive calendar days waiting period, he/she will not be required to recommence the waiting period, unless the return to work has been more than ten (10) working days;
10. A Joint Committee representing SEIU and Saskatchewan Association of Health Organizations shall be established as an Administrative Committee of the Plan;
11. For other than SEIU members, SEIU shall have the final decision on who may enter and participate in the SEIU Disability Income Plan;
12. Annually the Employer shall provide each member of the Disability Income Plan with an Employee Benefit Statement. Such statement shall outline:
 - a) Premiums paid by employee members;
 - b) Member's sick leave credits;
 - c) Coverage under Group Insurance, Disability Income Plan, and Pension.
13. Pension benefit regarding years of service will continue to accrue during disability as though the employee were still fully employed.
14. Benefits from the Disability Income Plan shall not be reduced if the member receives payments from any insurance company, including S.G.I., provided that the total payments do not exceed one hundred (100%) per cent of regular salary.

d) D.I.P. Coverage While on Leave

Employees may apply for D.I.P. coverage while on leave of absence in accordance with the terms of the Plan.

e) Pension Credits on D.I.P.

Pension credited service will continue to accrue in accordance with the terms of the Retirement Plan.

f) Group Life Coverage on D.I.P.

Group Life coverage will continue while the employee is receiving benefits from the SAHO Disability Income Plan in accordance with the Group Life policy.

26.02 Group Life Insurance

- a) The Employer will pay for the first seven thousand (\$7,000.00) dollars coverage under the Saskatchewan Association of Health Organizations' Group Life Insurance policy. For all students, Group Life Insurance coverage shall be two thousand (\$2,000.00) dollars, as provided for by the Saskatchewan Association of Health Organizations Group Life Insurance Plan.
- b) Employees shall be advised when taking leaves of absence that they may continue coverage in accordance with the terms of the Plan.

26.03 Dental Plan

The Employer shall provide a Dental Plan in which the reimbursement schedule is consistent with that contained in the Public Employee Dental Plan.

26.04 Extended Health and Enhanced Dental Benefits Plan

Effective April 1, 2000, the Employer shall provide an Extended Health Plan and Enhanced Dental Benefits Plan. The Extended Health Plan and Enhanced Dental Benefits Plan shall be funded by the Employer each year at an annual rate of two point one (2.1) per cent of straight time payroll. The Plans must be administered within the resources so allocated, subject to the provisions of Letter of Understanding # 1.

26.05 Pension Plan

The SAHO Pension Plan, and any successor Plan, with terms, conditions, and benefits administered by a joint Union-Employer Board of Trust, shall be provided whereby the Employer shall fully participate, pay, deduct, and remit premiums, as the case may be, in accordance with the terms of such Plan.

Except for non-permanent employees (subject to the terms of the Plan) and those employees who have previously waived their participation in the Plan, it shall be mandatory that all employees eligible for membership in the SAHO Pension Plan or its successor be and are enrolled and participate in the Pension Plan as a condition of employment from the date they are eligible to join the Plan, except for those employees provided for by Letter of Understanding #4 of this Collective Agreement.

SEIU members currently participating in other Pension Plans than the SAHO Plan or its successor shall continue their participation in such Plans so long as they remain eligible to participate in that Plan. In such cases, the Employer agrees to also continue participation in such Plans.

ARTICLE 27 - RETIREMENT

27.01 Normal Retirement Date

The normal retirement date of all employees shall be the first (1st) day of the month coincident with, or immediately following the attainment of the stated retirement age as stipulated in their Pension or Superannuation Plan, or age sixty five (65).

ARTICLE 28 – TRAINING AND EDUCATION

28.01 Training Opportunities That Do Not Require Posting

Insofar as regular operations permit, the Employer will reasonably provide training opportunities to any employee who has indicated a desire in writing to take such opportunities within a department/service.

For this purpose, applicants for training for promotion shall be selected in order of seniority provided they possess the requisite qualifications and ability to perform the work.

The rate of pay for employees that are training by this means shall be the employee's regular rate of pay.

28.02 Assistance for Education

- a) When the Employer requires an employee to attend a workshop, conference, or educational program, such attendance shall be with pay, exclusive of overtime and premium pay, and all registration or tuition fees and expenses related to the program shall be paid for by the Employer.
- b) If an employee is required by the Employer to attend or participate in the in-service education programs or staff meetings, such shall be regarded as working time under the terms of this Agreement and compensated accordingly for such time. However, no employee shall be penalized for not attending courses which are not required by the Employer.

28.03 Education Support

On prior approval of the Employer, an employee who successfully completes a course related to their job function shall be reimbursed for up to one hundred (100%) per cent of the tuition fees and costs of texts associated with such course. Appropriate receipts shall be required.

28.04 Recognition of Education

In addition to salary set forth in the Collective Agreement, employees who qualify shall receive for all paid hours allowance for education as follows:

Medical Radiation	ACR	46 cents/hour
Medical Lab	ART	46 cents/hour
BSc/MSc		31 cents/hour

The allowances for recognition of education are applicable only when the course is applicable to the position held by the employee.

Allowances for education shall commence only after successful completion of the probationary period.

Allowances for education are not cumulative and an employee shall be paid only for the highest qualification attained.

ARTICLE 29 - NORTHERN ALLOWANCE/ CUMBERLAND HOUSE

29.01 In addition to other pay and allowance provided for in this Agreement, employees shall receive a monthly northern allowance as follows:

CUMBERLAND HOUSE:

- **Effective October 1, 2000, one hundred and seventy-five (\$175.00) dollars per month ;**
- **Effective October 1, 2001, one hundred and eighty-two (\$182.00) dollars per month;**
- **Effective October 1, 2002, one hundred and eighty-six dollars and thirty-three (\$186.33) cents per month.**

Increase in Northern Allowance

In addition to the above allowance, employees shall receive any increase in the monthly northern allowance in accordance with the SGEU and PSC rates.

29.02 Upon completion of one (1) year of service all employees shall be entitled to an extra one (1) week vacation period (with pay) in addition to their regular vacation entitlement. This special northern leave shall be earned during the current vacation year to be taken the following vacation year, subject to the approval of the Employer to defer the special northern leave over to the next vacation year. The parties agree that the special northern leave will be pro-rated based upon the percentage of hours worked within the preceding vacation year.

An employee having completed one (1) year of service and who resigns, retires, or is terminated within one (1) year following completion of the said year and who has not taken any earned special northern leave shall be paid in lieu thereof.

ARTICLE 30 - DEFINITIONS

30.01 Temporary Employee

A temporary employee shall be an employee who is employed for a predetermined period of time not to exceed one (1) year. The time limit may be extended by agreement between the Union and the Employer.

30.02 Full-Time Employee

A full-time employee shall mean an employee who is regularly scheduled to work the normal hours as defined in Article 13.01.

30.03 Part-Time Employee

A part-time employee shall mean an employee who is regularly scheduled to work less than the normal hours as defined in Articles 13.01 and 13.02.

30.04 Other Than Full-Time (Home Care)

An employee who does not have guaranteed hours, who works other than full-time hours, and whose workload is not solely assigned on a casual basis.

30.05 Casual Employee

A casual employee shall mean an employee who works on a "call-in" basis, and who is not regularly scheduled.

30.06 Employer

Employer shall mean a Geographic Health District and shall include any affiliate as identified on page ii) of this Agreement.

For the purposes of Article 20 only, the term "Employer" shall include Extendicare (Canada) Inc. whose employees are represented by Service Employees International Union (Locals 333 and 299) and are covered under the SEIU Extendicare (Canada) Inc./SAHO Collective Bargaining Agreement.

30.07 Geographic Health District

Geographic Health District shall mean the geographic boundaries of each Health District as established pursuant to the *Health Districts Act* and the Regulations thereto. The parties hereby agree that any affiliates (as outlined on page ii) of this Agreement) contained within the geographic boundaries of a Health District shall be construed as part of the Health District and defined as one (1) Employer for the purposes of this Agreement and the most recent Certification Order issued by the Labour Relations Board of the Province of Saskatchewan.

30.08 SAHO

SAHO refers to the Saskatchewan Association of Health Organizations which is the sole bargaining agent for each of the Geographic Health District(s) referred to above.

30.09 Use of Gender

This Agreement shall be construed as referring to the masculine or feminine gender or the singular or plural pronoun as the context may require.

30.10 Definition of Transfer

A transfer shall be defined as the movement of an employee from one (1) position to another position with the same rate of pay.

30.11 Definition of Demotion

A demotion shall be defined as the movement of an employee from one (1) classification to another classification having a lower rate of pay.

30.12 Definition of Promotion

A promotion shall be defined as the movement of an employee from one (1) classification to another classification having a higher rate of pay.

MONETARY TERMS

- **Three (3) per cent general wage increase with full retroactivity effective April 1, 2001;**
- **Three (3) per cent general wage increase effective April 1, 2002;**
- **Three (3) per cent general wage increase effective April 1, 2003;**
- **Effective date of signing of the Collective Agreement, adjust the current transportation allowance to thirty-two (\$0.32) cents per kilometre;**
- **Effective April 1, 2002, standardization of standby rates to two dollars and nineteen (\$2.19) cents per hour and four dollars and twelve (\$4.12) cents per hour;**
- **Effective April 1, 2002, responsibility pay of seventy-five (\$0.75) cents per hour;**
- **Effective August 1, 2002, Pay Grades A-1 and A-2 rounded up to Pay Grades A-2 and A-3, respectively;**
- **Effective April 1, 2003, reimbursement of professional fees to a maximum annual amount of one hundred and fifty (\$150.00) dollars.**

NOTE ON RETROACTIVITY

- **All employees on staff as of October 20, 2001, shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to this Collective Agreement.**
- **Employees who have retired from any Employer party to this Agreement during the term of the Agreement shall be eligible for retroactive wage adjustments based on all paid hours up to and including the date of retirement.**
- **Except as otherwise provided in this Collective Agreement, all Articles take effect thirty (30) days following the date upon which SAHO and SEIU exchange notice of ratification by their principals of the terms of this Collective Agreement.**

**PRO-FORMA CALL-IN WORK
AVAILABILITY FORM**

NAME:	HOME DEPARTMENT:
HOME PHONE:	POSITION(S) HELD:

I am available for additional work based on the following:

	Days		Statutory Holidays		Same Day Call-In		12 Hour Shifts
	Evenings		Weekends		Number of Shifts in a Row		8 Hour Shifts
	Nights						Less than 8 Hour Shifts

Hours of Notice Required:

	Less than 30 Minutes		More than 1 Hour		30 to 60 Minutes		Number of Hours
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I am not available for additional work according to the following details:

Are you working part-time or relief shifts in another department/facility/agency?

_____ Yes

_____ No

If yes, where?

Any staff member who works in other departments should provide schedules or hours of work to all applicable departments to ensure Article 13.01 is adhered to.

Waiver of weekend premium (Article 13.16 and Article 13.02 v) Home Care)

Yes No

Are you currently on education LOA status?

Yes No

Signature

Date

cc: Personnel Record
SCHEDULE "E"

Immediate Supervisor

All Laboratory and X-Ray students entering the training program shall be paid on the following basis:

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

IT IS AGREED BETWEEN THE UNION AND THE EMPLOYER THAT THE FOLLOWING CONDITIONS SHALL APPLY TO STUDENTS:

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 general terms of the Collective Agreement will apply to the students except in cases where those terms are not compatible with the educational program.
3. Any student who opts out of the teaching program and applies for a position in the hospital proper, or who completes their educational program and is rehired within thirty (30) days, shall be considered a new employee, except that seniority as a student will be used to determine benefit levels such as vacation and sick leave.
4. The students will not have access to the Pension Plan of the hospital at this time, however, when they obtain a permanent position within the hospital, provided that they have spent at least one (1) year in the teaching program, they will have access to the Pension Plan immediately.

SCHEDULE "F"

Training Classifications - Unregistered Technologist

It is agreed that the trainee classifications will apply to the following Technologist classifications:

- Cardiovascular;
- Cardiology;
- Pulmonary Function;
- Neurophysiology.

Unregistered Technologists and trainees shall be paid at ninety (90%) per cent of the respective Technologist I hourly salary rates. Increments will be granted on the basis of ninety (90%) per cent of the respective Technologist I salary steps.

POLICY

RE: D.I.P.

Employee Status During and After D.I.P./L.T.D.

When an employee is disabled and receiving D.I.P. benefits there are certain things the Employer can and should do, and certain things the employee can and should do. During the first two (2) years and one hundred and nineteen (119) consecutive calendar days of a claim the employee's position shall not be filled on a permanent basis.

1. Following the two (2) years and one hundred and nineteen (119) consecutive calendar day period if the employee is deemed to be unable to do his/her own job but is able to return to work the following procedure will be undertaken:

- a) The Employer, employee and the Union will review qualifications and capabilities including particular limitations and/or restrictions.

The Union's role in the review process is for the sole purpose of determining the qualifications and capabilities of the employee.

- b) Where no job is immediately available, the employee is to be placed on L.O.A. and the employee considered for any vacancy which occurs for which the employee is qualified and capable. When such vacancy occurs the Employer will, prior to the normal posting procedures, contact the Union to determine if the vacancy is to be posted.

The length of the L.O.A. granted to the employee will depend on the following:

- i) The nature of the work for which the employee is qualified and capable and the frequency with which such positions are likely to become available;
 - ii) The length of service of the employee (seniority);
 - iii) Leaves of absence will normally be one (1) year and may be extended if no suitable position is available;
 - iv) Wherever possible, an employee must be offered at least one (1) position for which the employee is qualified and capable prior to termination of L.O.A.
- c) The position vacated by the employee will be posted and filled on a permanent basis.

If it is not possible during the period of leave of absence for the employee to be placed in a suitable position the employee will be terminated. The employee shall have access to the provisions of the Retirement Pension and Group Life Plans subject to the terms of the respective plans.

2. Where an employee, after completing two (2) years and one hundred and nineteen (119) consecutive calendar days of L.T.D. remains unable to perform in any occupation, the position formerly occupied will be posted and filled on a permanent basis; the employee will remain on Long-Term benefits.

Should an employee subsequently be deemed able to perform the work in their former occupation or any occupation, and therefore, L.T.D. benefits cease, the employee will be considered under a similar procedure as under 1. above.

POLICY

RE: WORKERS' COMPENSATION BOARD

Employee Status During and After W.C.B. Claims

When employee's W.C.B. benefits are discontinued and the employee is unable to return to their own job the first (1st) consideration will be a review of the file to determine whether application should be made for D.I.P. benefits. If the procedure is not deemed appropriate or if the D.I.P. claim is rejected the following procedure should be undertaken:

1. The Employer, employee, and the Union will review the employee's qualifications and capabilities including particular limitations and/or restrictions.

The Union's role in the review process is for the sole purpose of determining the qualifications and capabilities of the employee.

2. Where no job is immediately available the employee will be placed on L.O.A. and considered for any vacancy which occurs for which the employee is qualified and capable. When such vacancy occurs the Employer will, prior to normal posting procedures, contact the Union to determine if the vacancy is to be posted.

The length of the L.O.A. will depend on the following:

- a) The nature of the work for which the employee is qualified for and capable of doing and the frequency with which such positions are likely to become available;
 - b) The length of service of the employee (seniority);
 - c) Leaves of absence will normally be one (1) year and may be extended if no suitable positions are available;
 - d) Wherever possible, an employee must be offered at least one (1) position for which the employee is qualified and capable prior to termination of L.O.A.
3. The position vacated by the employee will be posted and filled on a permanent basis.

If it is not possible during the period of leave of absence for the employee to be placed in a suitable position the employee will be terminated. The employee shall have access to the provisions of the Retirement Pension and Group Life Plans subject to the terms of the respective Plans.

During an established W.C.B. claim the employee will be required to contact the Employer at least every six (6) months in order to enable the Employer to update the status of the claim as well as discussing items of mutual concern.

LETTER OF UNDERSTANDING

#1 RE: EXTENDED HEALTH AND ENHANCED DENTAL BENEFITS PLAN

The Employer assures that the current level of benefits provided, pursuant to the Extended Health and Enhanced Dental Benefits Plan as of October 20, 2001, will continue at no cost to the employee, until March 31, 2004.

The parties agree that this Letter will expire March 31, 2004. Article 26.04 will remain in effect.

All of which is agreed this 20th day of October, 2001.

**FOR
SASKATCHEWAN ASSOCIATION
HEALTH ORGANIZATIONS**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

LETTER OF UNDERSTANDING

#2 RE: SPECIAL CARE AIDES/RESIDENT ATTENDANTS

Effective April 1, 1991, the classification of Resident Attendant was deleted. Resident Attendants employed as of April 1, 1991, who were not graduates of the Kelsey Special Care Aide Program or equivalent were red-circled at Pay Grade 3, Schedule "C".

These employees shall remain red-circled until such time as they become qualified as a Special Care Aide, retire, or terminate.

Should a Resident Attendant become qualified as a Special Care Aide they shall be reclassified in accordance with Article 11.06 (Rates of Pay) of the Collective Agreement.

Should it be necessary to hire a Special Care Aide who is not a graduate of the Kelsey Special Care Aide Program or equivalent, the Employer will give preference to bargaining unit members. Such employees will

be required to become qualified within two (2) years at her/his own expense. Until such time as she/he becomes qualified she/he shall be paid in accordance with Pay Grade 3, Schedule "C" (effective November 7, 1999, Schedule "A" Pay Grade 4).

LETTER OF UNDERSTANDING

#3 RE: UNTRAINED HOME HEALTH AIDES

Effective April 1, 1999, Untrained Home Health Aides shall be integrated into Schedule "A", Code A-1. So long as such present incumbents remain employed within Home Care, they shall not be required to obtain the Home Health Aide certificate with the exception of Saskatoon Home Care. However, those employees currently enrolled in Home Health Aide training must complete same.

Should an Untrained Home Health Aide become qualified as a Home Health Aide they shall be reclassified in accordance with Article 11.06 (Rates of Pay) of the Collective Agreement.

Should the Employer find it necessary to hire a Home Health Aide who is not a graduate of the Kelsey Home Health Aide Program or equivalent, the Employer will give preference to bargaining unit members. Such employees will be required to become qualified within two (2) years. Until such time as he/she becomes qualified he/she shall be paid in accordance with Schedule "A", Code A-1.

LETTER OF UNDERSTANDING

#4 RE: GRANDFATHERING EMPLOYEES WHO OPTED OUT OF PENSION PLAN

Upon retirement, an employee who has opted out of participating in the Pension Plan when it was introduced:

1. Shall be entitled to the same vacation pay which the employee would have earned had the employee continued employment to the end of the vacation year; and
2. Provided the employee has an accumulation of sick leave credits, shall be eligible for a salary grant in lieu thereof equal to one-sixth (1/6th) of the credit after ten (10) years of service, one-third (1/3rd) of the accumulated credit after fifteen (15) years of service and one-half (1/2) of the accumulated credit after twenty (20) years of service.

LETTER OF UNDERSTANDING

#5 RE: TRANSITION PROCESSES FOR CALCULATING GEOGRAPHIC DISTRICT SENIORITY

The purpose of this transition process is to calculate Geographic Health District 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 Geographic Health**

District 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 Geographic Health District seniority list showing an employee's Geographic Health District 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 Geographic Health District 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.

APPLICABLE TO EMS ONLY:

Transition Process for Calculating Geographic District Seniority

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

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.

All of which is agreed this 20th day of October, 2001.

**FOR
SASKATCHEWAN ASSOCIATION
HEALTH ORGANIZATIONS**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

LETTER OF UNDERSTANDING

**#6 RE: IMPLEMENTATION OF JOINT JOB EVALUATION AND POLICY FRAMEWORK
PAY EQUITY**

1. It is hereby understood and agreed that SAHO and SEIU shall, within sixty (60) days of ratification of this Collective Agreement, commence work on a gender-neutral Joint Job Evaluation Program which will include all jobs within the scope of SEIU. A more specialized framework agreement for the program will be developed within the above-noted sixty (60) day window. However, that agreement will be consistent with the following parameters:
2. The SAHO SEIU Job Evaluation Program will not be tied to the participation of any other Union. The program may operate in conjunction with programs involving other Unions or the parties, by mutual agreement, may allow other Unions to participate.
3. The parties agree to create a Joint Job Evaluation Steering Committee (JJESC) which shall be comprised of an equal number of SEIU and SAHO Representatives, and which shall operate by consensus. The JJESC will be responsible for establishing a framework agreement for the program inclusive of Terms of Reference, Methodology, a job evaluation plan and maintenance protocol. The JJESC will also be responsible for overseeing the evaluation and reporting the results of same.

4. The JJESC will require full and timely co-operation from SAHO, Employers represented by SAHO and SEIU. Release time will be required for various worker and Employer representatives so as to do the work required by the program. All costs of such release time shall be charged back to the Job Evaluation Program. Such costs must be approved by the JJESC and then forwarded to SAHO for payment.
5. Every effort shall be made to complete the work of the JJESC no later than June 30, 2001.
6. Following completion of Plan development and the evaluation and allocation of the jobs, the parties will meet to negotiate the creation of a wage structure and once the implementation costs are determined, the parties shall further negotiate the amount of adjustments and how those adjustments will be phased in over time and distributed to employees. The program as determined by the JJESC shall, in all respects, comply with the Province of Saskatchewan's Policy Framework for Pay Equity, as amended for health-care. The job evaluation plan shall be implemented. A minimum of one (1%) per cent of SEIU straight time payroll per fiscal year, effective April 1, 2001, shall be provided to fund such implementation, and there shall be a minimum of eight point six (8.6%) per cent of current SEIU straight time payroll (thirteen point zero seven two (\$13.072) million dollars) provided to fund the implementation of adjustments.
7. **Where any dispute regarding administration, application or implementation of the Provider Group Joint Job Evaluation Project occurs, which cannot be resolved by the parties, it is hereby agreed that the parties shall seek the advice of an agreed to, neutral, objective and knowledgeable mediator to encourage and promote a consensual resolution to the dispute. Failing consensus, and following the mediation stage, the parties shall refer unresolved disputes to a Dispute Resolution Tribunal (DRT) comprised of one (1) Union appointed representative, one (1) Employer appointed representative and a Dispute Resolution Chair agreed to by the parties. The jurisdiction of the DRT shall be limited to the matter in dispute, as referred by the parties. The decision of the DRT shall be final and binding upon the parties. The parties further agree that the DRT protocol shall be timely, cost effective and promote consensus.**

LETTER OF UNDERSTANDING

#7 RE: IMPLEMENTATION OF JOB EVALUATION PROGRAM

It is agreed between SEIU and SAHO that they will enter into negotiations with CUPE and SGEU to develop a joint Letter of Understanding regarding the implementation of the Job Evaluation Program. The Letter of Understanding shall contain, but not be limited to, the maintenance procedure for the classification of new jobs and reclassification of existing jobs; classification structure; and pay grids.

All of which is agreed this 20th day of October, 2001.

**FOR
SASKATCHEWAN ASSOCIATION
HEALTH ORGANIZATIONS**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

LETTER OF UNDERSTANDING

#8 RE: ESTABLISHMENT OF DISTRICT RECLASSIFICATION COMMITTEES

It is hereby agreed that, within one hundred and twenty (120) days of ratification, each District shall establish a joint Union-Management Committee to deal with outstanding classification adjustment issues as required.

Where no agreement can be reached by the joint committee on any outstanding reclassification issue pending completion of Job Evaluation, the dispute shall be referred to arbitration pursuant to the Collective Agreement.

LETTER OF UNDERSTANDING

#9 RE: CONTRACTING OUT

1. The Employer will not be restricted by this understanding from continuing its historical employment practices including but not limited to contracting out of work of the bargaining unit.
2. However, when contracting out of bargaining unit work is required, the Employer will ensure that no full-time or part-time employees with three (3) or more years of seniority will be laid off as a direct result of contracting out. Article 12 will apply to those employees with less than three (3) years seniority.
3. This Letter of Understanding shall remain in effect from the date of signing and shall continue from year to year thereafter except where the parties have mutually agreed to amend or revise it.

LETTER OF UNDERSTANDING

#10 RE: SHARING OF THE EMPLOYMENT INSURANCE REBATE

It is hereby understood and agreed that effective January 1, 1999, the employee share of the Employment Insurance (EI) Rebate on behalf of all employees within the scope of this Collective Agreement is allocated in support of the provision of Article 15.05 (Family Illness Leave) of the Collective Agreement.

It is further understood and agreed that effective January 1, 1999, all previous arrangements representing utilization of the employee share of the EI Rebate are terminated and cease to have effect.

LETTER OF UNDERSTANDING

#11 RE: CONSOLIDATION OF LOCAL LETTERS OF UNDERSTANDING

It is hereby agreed that within the life of this Collective Agreement the parties will, on a District basis, meet to review and consolidate all Local or District Letters of Understanding.

The same process shall be applied to affiliates as and where they exist.

Pending final determination, all Local or District Letters of Understanding are continued and remain in effect unless the parties during negotiations have provided otherwise.

LETTER OF UNDERSTANDING

#12 RE: ORGANIZATIONAL CHANGE AND REORGANIZATION OF WORK

1. The parties agree that where there is pending organizational change, the Employer shall engage in meaningful consultation with the Union in advance of the decision-making stage.

If, subject to the above meaningful consultation, planning committees or working groups are established:

- a) A reasonable number of employee representatives shall be selected by the Union to be on any such committees or groups;
 - b) Relevant information shall be forwarded to the Union representatives on any such committees or groups;
 - c) Participation on such committees or groups shall be paid at regular rates.
2. If as a result of pending organizational change or reorganization of existing work the parties agree to build more meaningful permanent shifts, the parties will, through meaningful consultation, seek to augment the working hours of permanent part-time employees. The parties may, by mutual agreement, determine a ratio within which no posting of the augmented hours/position(s) or lay-off will be required.

LETTER OF UNDERSTANDING

#13 RE: UTILIZATION OF LICENSED PRACTICAL NURSES

It is hereby agreed between the parties that during the life of this Collective Agreement the Employer will endeavour to review with the Union the scope and practice of Licensed Practical Nurses with a view to implementing within each District full skills utilization of Licensed Practical Nurses.

LETTER OF UNDERSTANDING

#14 RE: OTFT (HOME CARE) EMPLOYEES

OTFT (Home Care) employees are to be considered as permanent part-time employees for the purpose of determining benefit eligibility only. Otherwise, Article 30.04 applies.

LETTER OF UNDERSTANDING

#15 RE: FLEX TIME/FIELD POSITIONS

FLEX TIME

Where current flex time arrangements are in effect they shall be maintained. These arrangements may be terminated by either party providing thirty (30) days written notice to terminate the flex time arrangement. The parties shall then meet to discuss alternate hours of work.

FIELD POSITIONS

Prior to April 1, 2000, the Employer and Union will review the current use of field hours as previously designated by former Collective Bargaining Agreements or terms and conditions of employment. The purpose of the review will be to determine which current employees/positions having hours of work arrangement designated as field hours will continue with such designation. Positions created after the coming into force of the Collective Bargaining Agreement will only be designated as field positions through mutual agreement between the Employer and the Union.

LETTER OF UNDERSTANDING

#16 RE: TERMS & CONDITIONS OF EMPLOYEES PREVIOUSLY COVERED BY CUPE 59/SDH CA

HOURS OF WORK

Full-time employees working one thousand nine hundred and seven (1907) hours annually shall be moved to the one thousand nine hundred and forty-eight point eight (1948.8) hours annually, as per Article 13.01, Standard Application, effective December 5, 1999. Part-time employees who work less than one thousand nine hundred and seven (1907) hours annually may be moved to the hours of work as defined in Article 13.01 (Standard Application) based upon mutual agreement between the parties.

It is expressly agreed that all employees shall be paid hourly rates in accordance with the appropriate schedule for all hours of work agreed to as above.

SEASONAL EMPLOYEES

Prior to April 1, 2000, the parties will meet to review the terms of employment of Seasonal Workers formerly under the CUPE 59 Collective Agreement. Pending such review current provisions with respect to the retention of seniority and vacation payout shall remain in effect.

LETTER OF UNDERSTANDING

#17 RE: ACCUMULATION OF SENIORITY WHILE ON UNPAID SICK LEAVE

It is hereby understood and agreed that employees enrolled in the General Disability Income Plan who have exhausted sick leave benefits within the first one hundred and nineteen (119) calendar days of the period of disability, shall be credited with seniority during that period. This period shall be referred to as an unpaid sick leave. Full-time employees shall be credited with seniority based on full-time hours of work and other than full-time employees shall be credited with seniority based on the formula set out in Article 9.02.

**LETTER OF UNDERSTANDING
#18 RE: INDEPENDENT ASSESSMENT COMMITTEES**

It is agreed and understood that the decisions, resolutions, and/or recommendations of Independent Assessment Committees shall not have any binding effect upon SEIU or any SEIU member within the scope of this Collective Agreement.

All of which is agreed this 20th day of October, 2001.

**FOR
SASKATCHEWAN ASSOCIATION
HEALTH ORGANIZATIONS**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

**LETTER OF UNDERSTANDING
#19 RE: DISABILITY INCOME PLAN - FINAL INDEPENDENT ADJUDICATION
OF DISABILITY INCOME PLAN CLAIMS**

The parties agree to develop and implement an independent review into the process of final adjudication of Disability Income Plan claims (based on medical information) within six (6) months of the date of signing the Collective Agreement.

Such process shall be incorporated by agreement into the Disability Income Plan text.

All of which is agreed this 20th day of October, 2001.

**FOR
SASKATCHEWAN ASSOCIATION
HEALTH ORGANIZATIONS**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

LETTER OF UNDERSTANDING

#20 RE: PROCESS OF ROUNDING UP PAY GRADES A-1 AND A-2 TO PAY GRADES A-2 TO A-3 RESPECTIVELY

Effective August 1, 2002, the parties agree to delete Pay Grade A-1. All employees in the former Pay Grade A-1 will move to the same step in Pay Grade A-2. All employees in the former Pay Grade A-2 will move to the same step in Pay Grade A-3. All employees will maintain current increment dates.

All of which is agreed this 20th day of October, 2001.

**FOR
SASKATCHEWAN ASSOCIATION
HEALTH ORGANIZATIONS**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

LETTER OF UNDERSTANDING

#21 RE: THE PROTOCOL FOR AMBULANCE SERVICES WITHIN APPLICABLE HEALTH DISTRICTS

The parties agree that The Protocol for Ambulance Services within applicable Health Districts, an agreement reached between SEIU and SAHO dated March 9, 2001, shall be maintained in respect to those provisions relative to wage rates and grandfathering, and in particular any or all supplementary Letters of Understanding reached in respect to the grandfathering of wage rates.

All of which is agreed this 20th day of October, 2001.

**FOR
SASKATCHEWAN ASSOCIATION
HEALTH ORGANIZATIONS**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

LETTER OF UNDERSTANDING

#22 RE: GENERAL DISABILITY INCOME PLAN

It was hereby agreed that all employees who are enrolled in the General Disability Income Plan as of the date of ratification shall remain in that Plan and continue premium payments as required by that Plan.

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LETTER OF INTENT

#1 RE: EMPLOYMENT OF FULL-TIME OR PART-TIME EMPLOYEES

It is the intent of the Employer, that insofar as the efficient operation of the facility is concerned, the Employer will employ as many full-time, then part-time employees as is reasonably possible. The use of casuals shall be kept to a minimum.

LETTER OF INTENT

#2 RE: EMPLOYEE ASSISTANCE PROGRAM

The Employer intends to pursue an Employee Assistance Program during the life of this Agreement and will consult with the Union in this pursuit.

APPENDIX I

"BETTER THAN PROVISIONS" regarding payout of unused sick leave to remain for Royal University Hospital, Saskatoon:

Employees engaged prior to April 1, 1974, who are superannuated after five (5) or more years of continuous service with the Hospital, shall receive a severance allowance amounting to one-third (1/3) of unexpended sick leave credits, *for the purpose of this clause, the maximum pay that an employee may receive shall not exceed two (2) months. For those employees engaged prior to January 1, 1986, severance pay provisions for terminating employees shall be cancelled by the one-time payout in 1976 of the benefit as calculated at December 31, 1975. Accumulated sick leave credits for these employees shall remain unchanged except for the purpose of calculating the appropriate amount of severance allowance on superannuation.

*For those employees engaged prior to January 1, 1966, sick leave credits for the purpose of calculating the appropriate severance allowance on superannuation, shall be calculated from January 1, 1976. The formula to be employed shall be as follows:

Sick leave credits earned after January 1, 1976, less sick leave credits utilized after January 1, 1976, equals SICK LEAVE ACCUMULATED FOR SEVERANCE ALLOWANCE CALCULATION.

APPENDIX II

Accumulation of Sick Leave (working days) better than Provincial Agreement provisions to remain in each:

One point five (1.5) days/month accrual: Grenfell Union Hospital, Moose Jaw Union Hospital, Shaunavon Union Hospital, Swift Current Union Hospital, Unity **and District Health Centre** .

Effective July 1, 1999, sick leave shall accumulate to a maximum of one hundred and sixty (160) working days. Better-than accrual rates shall be maintained. Employees who enjoyed unlimited accumulation and those with more than one hundred and sixty (160) days shall retain their accrued credits as of June 30, 1999. At any time that employees who hold sick leave credits beyond one hundred and sixty (160) days should fall below that level, they shall accumulate credits only to the one hundred and sixty (160) day maximum. When an employee moves to another site via District posting their accumulation shall be protected but their accrual rate shall be as per the new site.

APPENDIX III

1) FORMER SGEU/PSC EMPLOYEE/POSITIONS

- a) Full-time employees working in positions where one thousand eight hundred and seventy-two (1872) hours per year apply shall retain these hours of work and shall be considered as full-time for benefit entitlement and premiums. These positions shall be posted and filled on this basis where required.
- b) The normal full-time hours of work shall be eight (8) hours per day, (seventy-two (72) hours bi-weekly pay period) Monday to Friday 8:00 A.M. - 5:00 P.M. The one (1) hour lunch break shall continue unless mutually agreed otherwise. The fifth (5th) day of rest shall be scheduled in conjunction with regular or Stat days off or on a day which is mutually agreed.
- c) Employees shall be entitled to a half (½) increment upon completion of nine hundred and thirty-six (936) hours consistent with Article 18.01.

2) FORMER GRANDFATHERED HOME CARE EMPLOYEES (SGEU/SAHO) CBA APRIL 1, 1995 - MARCH 31, 1998

Full-time employees on staff as of May 16, 1996, shall continue to work within the 8:00 A.M. - 5:00 P.M. times Monday to Friday except as mutually agreed otherwise.

3) **Cumberland House_**

The hours of work of the Clerk Typist II classification shall be retained at eighteen hundred and seventy-two (1872) hours per year (5-4 work week) and it is understood that the practice of providing a one (1) hour unpaid meal period for these employees shall continue.

4) All of the foregoing provisions shall apply unless mutually agreed to otherwise between the Union and the Employer.

APPENDIX IV

BASIC PAY GRADES ESTABLISHED FOR SPECIFIC CLASSIFICATIONS IN NEW CERTIFICATIONS - ACUTE

1) Maintenance Mechanics - Stationary Engineers (All Facilities)

a) Stationary Engineers

i) Facilities which require the following certified Stationary Engineers shall pay no less than the below indicated pay levels:

CLASSIFICATION	PAY GRADES
Fireman	7a
5 th Class Engineer	9
4 th Class Engineer	12
3 rd Class Engineer	14b

ii) Employees with the following certified Stationary Engineer qualifications which exceed the requirements of the facilities, shall have their own pay rates adjusted to no less than the following:

EMPLOYEE QUALIFICATIONS	QUALIFICATIONS REQUIRED	PAY GRADE
3 rd Class Engineer	4 th Class Engineer	12
2 nd Class Engineer	3 rd Class Engineer	15

iii) Individuals with certification higher than paragraph i) above and paid higher than paragraph ii) above, who were originally hired in a Stationary Engineer classification higher than indicated above, as a result of previous statutory regulations, shall be adjusted to the respective Pay Grade relative to the original level of certification for which they were hired.

New employees hired as Stationary Engineers hereafter shall be classified in the above (paragraph i)) Pay Grade levels according to the statutory certificate required by the facility.

- b) Journeyman - Maintenance Mechanics
 - i) Where a Journeyman Tradesman complement is required by the facility, no less than the following Pay Grades shall apply:

JOURNEYMAN	PAY GRADES
Painter	14a
Carpenter	14a
Maintenance Carpenter II	14b
Head Painter	14b
Maintenance Mechanic IV	14b
Plumber	16a
Electrician	16a
Maintenance Mechanic V	16b

- ii) Maintenance Mechanic classifications (not classified in Journeyman status as stated in paragraph i) above) shall remain in their respective Pay Grade level as determined by Schedule "A".

APPENDIX V

BETTER THAN VACATION PROVISIONS

A. In accordance with Article 16.15, the following vacation credit entitlements shall be retained by employees on staff prior to April 1, 1999, and the provisions of Article 16.05 shall be modified accordingly:

1) SGEU/PSC AND CUPE 600 (MIDWEST, MOOSE MOUNTAIN, SASKATOON DISTRICT HEALTH, NORTHEAST AND PIPESTONE DISTRICT HEALTH):

- i) During the first (1st) and subsequent years including the seventh (7th) 15 working days per year (1 1/4) days per month worked;
- ii) During the eighth (8th) and subsequent years including the fourteenth (14th) 20 working days per year (1 2/3) days per month worked;
- iii) During the fifteenth (15th) and subsequent years including the twenty-fourth (24th) 25 working days per year (2 1/12) days per month worked;
- iv) During the twenty-fifth (25th) and subsequent years 30 working days per year (2 1/2) days per month worked.

2) SASKATOON DISTRICT HEALTH - FORMER OUT OF SCOPE EMPLOYEES:

- i) During the first (1st) and subsequent years including the fourth (4th) 20 working days per year (1 2/3) days per month worked;
- ii) During the fifth (5th) and subsequent years including the nineteenth (19th) 25 working days per year (2 1/12) days per month worked;
- iii) During the twentieth (20th) and subsequent years 30 working days per year (2 1/2) days per month worked.

3) MIDWEST DISTRICT HEALTH - FORMER OUT OF SCOPE EMPLOYEES:

- i) During the first (1st) and subsequent years including the third (3rd) 15 working days per year (1 1/4) days per month worked;
- ii) During the fourth (4th) and subsequent years including the fourteenth (14th) 20 working days per year (1 2/3) days per month worked;
- iii) During the fifteenth (15th) and subsequent years including the twenty-fourth (24th) 25 working days per year (2 1/12) days per month worked;
- iv) During the twenty-fifth (25th) and subsequent years 30 working days per year (2 1/2) days per month worked.

4) LIVING SKY DISTRICT HEALTH - FORMER OUT OF SCOPE EMPLOYEES:

- i) During the first (1st) and subsequent years including the tenth (10th) 20 working days per year (1 2/3) days per month worked;
- ii) During the eleventh (11th) and subsequent years including the twenty-fourth (24th) 25 working days per year (2 1/12) days per month worked;
- iii) During the twenty-fifth (25th) and subsequent years 30 working days per year (2 1/2) days per month worked.

5) MOOSE JAW/THUNDER CREEK - FORMER OUT OF SCOPE EMPLOYEES:

- i) During the first (1st) and subsequent years including the fourteenth (14th) 20 working days per year (1 2/3) days per month worked;
- ii) During the fifteenth (15th) and subsequent years including the twenty-fourth (24th) 25 working days per year (2 1/12) days per month worked;
- iii) During the twenty-fifth (25th) and subsequent years 30 working days per year (2 1/2) working days per month worked.

6) PIPESTONE - FORMER OUT OF SCOPE EMPLOYEES:

- i) During the first (1st) and subsequent years including the third (3rd) 15 working days per year (1 1/4) days per month worked;
- ii) During the fourth (4th) and subsequent years including the eighth (8th) 20 working days per year (1 2/3) days per month worked;
- iii) During the ninth (9th) and subsequent including the nineteenth (19th) 25 working days per year (2 1/12) days per month worked;
- iv) During the twentieth (20th) and subsequent years 30 working days per year (2 1/2) days per month worked.

- **Clerical Position Moosomin Union Hospital:**

- i) During the first (1st) and subsequent years including the third (3rd) 20 working days per year (1 2/3) days per month worked;
- ii) During the fourth (4th) and subsequent years including the fifteenth (15th) 25 working days per year (2 1/12) days per month worked;
- iii) During the sixteenth (16th) and subsequent years 30 working days per year (2 ½) days per month worked.

7) **GREENHEAD – FORMER OUT OF SCOPE EMPLOYEES:**

- i) During the first (1st) and subsequent years including the third (3rd) 20 working days per year (1 2/3) days per month worked;
- ii) During the fourth (4th) and subsequent years including the nineteenth (19th) 25 working days per year (2 1/12) days per month worked;
- iii) During the twentieth (20th) and subsequent years 30 working days per year (2 ½) days per month worked.

8) **ROLLING HILLS – FORMER OUT OF SCOPE EMPLOYEES:**

- i) During the first (1st) and subsequent years including the fourth (4th) 15 working days per year (1 ¼) days per month worked;
- ii) During the fifth (5th) and subsequent years including the fifteenth (15th) 20 working days per year (1 2/3) days per month worked;
- iii) During the sixteenth (16th) and subsequent years including the twenty-ninth (29th) 25 working days per year (2 1/12) days per month worked;
- iv) During the thirtieth (30th) and subsequent years 30 working days per year (2 ½) days per month worked.

9) **SOUTH WEST – FORMER OUT OF SCOPE EMPLOYEES:**

South West Health District – not sure who falls into this pattern (Employer number is 1965995) (please identify)

- i) During the first (1st) and subsequent years including the fifth (5th) 15 working days per year (1 ¼) days per month worked;
- ii) During the sixth (6th) and subsequent years including the eighteenth (18th) 20 working days per year (1 2/3) days per month worked;
- iii) During the nineteenth (19th) and subsequent years including the twenty-ninth (29th) 25 working days per year (2 1/12) days per month worked;
- iv) During the thirtieth (30th) and subsequent years 30 working days per year (2 ½) days per month worked.

B. Effective May 1, 1999, all employees previously covered by the:

- i) HSAS Collective Bargaining Agreement;
- ii) CUPE 59 Collective Agreement;
- iii) Midwest and Greenhead terms for former out-of-scope employees;

shall have vacation credit accrual rates based upon continuous years of service. There is no retroactive calculation for this benefit prior to May 1, 1999.

- C. Any employee who moves to the SEIU provisions currently having a vacation credit entitlement greater than the SEIU provisions shall retain their present vacation accrual entitlements and shall be entitled to move to the next vacation accrual rate in accordance with the provisions of Article 16.
- D. Should a vacation pattern not in compliance with Article 16 be identified subsequent to the signing of this Letter, the parties shall meet to discuss the inclusion into Appendix V on Article 16.

SIGNING PAGE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED THE DAY OF JANUARY 13, 2002 AND THE YEAR FIRST ABOVE WRITTEN.

**Signed on behalf of:
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS
BARGAINING COMMITTEE**

**Signed on behalf of:
SERVICE EMPLOYEES
INTERNATIONAL UNION
BARGAINING COMMITTEE**

Kavita Britton

Sharleen Stewart

Don Soanes

Muriel Morhart

Karen Newman

Shawna Colpitts

Terry Steininger

Greg Trew

Marg Currie

Barb Wotherspoon

Pat Olson

Doreen Stevenson

Nola Ayers

Russell Doell

Sherri Hildebrandt

Spencer Hanson

Barb King

Tanya Sosulski

Norm Zimmer

Ron Flach

Sean McElligott

Sheila Jezowski

Lorne Lindquist

Shirley Wills

Jacqui Zinger

Toni Villiers, Facilitator

Eileen Olson