

**MEMORANDUM OF AGREEMENT**

**BETWEEN  
SASKATCHEWAN HEALTH AUTHORITY  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION WEST  
AND  
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES**

**- Without Prejudice or Precedent -**

This Agreement is made between the Saskatchewan Health Authority (hereinafter referred to as "SHA") and the Service Employees International Union West (hereinafter referred to as "SEIU-West") and the Saskatchewan Government and General Employees' Union (hereinafter referred to as the "SGEU") and the Canadian Union of Public Employees (hereinafter referred to as "CUPE") to outline agreed to options for Licensed Practical Nurses (hereinafter referred to as "LPNs") employed by the SHA who do not maintain their license to practice for the 2019 licensing year.

Now therefore, the SHA, SEIU-West, SGEU, and CUPE agree to the following:

LPNs who successfully obtain a 2019 SALPN license to practice will continue their employment in their LPN positions with the SHA.

LPNs employed by the SHA who do not complete their licensing requirements to practice as a LPN for the 2019 licensing year will be afforded the following options:

1. Prior to January 1, 2019, request to be added to a casual list or successfully apply to a Relief position within a classification that they are qualified for and able to perform and have access to work as a casual employee within that classification as per the language in the applicable collective bargaining agreement..
2. Prior to January 1, 2019, apply for posted positions for which they are qualified and able to perform within their bargaining unit as per their collective agreement.
3. Request an education leave to complete the necessary educational requirements to be licensed by the Saskatchewan Association of Licensed Practical Nurses (SALPN). Requests should be timely to allow management to assess whether regular operations permit the leave to be granted in accordance with the collective agreements. Responses to requests for educational leave will be provided prior to the end of the 2018 SALPN licensing year.

4. SGEU members may request an Indefinite Leave of Absence as per their collective agreement.
5. Be removed from all LPN positions and LPN Casual/Relief lists as of December 31<sup>st</sup> 2018. Employees no longer able to work as an LPN will be placed on an unpaid administrative leave of absence and retain their seniority for up to one hundred and eighty (180) calendar days in order to apply for positions which they are qualified for and have the sufficient ability to perform. The SHA and the Union will meet to discuss situations where an employee has not secured ongoing employment by the end of the one hundred and eighty (180) calendar day period. The SHA will either extend the time period to retain seniority with the SHA or end the employee's employment.

Upon securing and successfully completing a Trial Period in a position or being successfully added to a Casual/Relief list employees will no longer be covered by this MOA and will follow the terms and provisions of their respective collective bargaining agreement.

6. Prior to January 1, 2019, resign employment with the Saskatchewan Health Authority.
7. LPNs that are currently on approved leave of absences (LOAs), as of December 31, 2018 will remain on LOA from their LPN position until the conclusion of the LOA. An approved leave of absence shall include sick leave, Duty to Accommodate, Disability Income Plan (including appeals, Workers Compensation Board claims (including appeals), Automobile Accident insurance Act Benefit Coverage (including appeals) and through discipline (including the grievance/arbitration process). These LPNs are required to select one of the above options prior to the expiry of their LOA if they are not licensed to practice as a LPN at that point in time.

The SHA will default to option #5 for LPNs who do not obtain a 2019 SALPN license to practice and do not communicate an option listed above to their manager.

The options listed above are subject to the terms and conditions of the respective collective agreements which include dispute resolution processes.

The parties to this Memorandum of Agreement agree that it is the LPN's sole responsibility to meet SALPN eligibility requirements prior to the 2019 licensing year or select one of the options listed above.



Bonnie Erickson, SGEU

Oct 30, 2018

Date



Bob Laurie, SEIU-West

Oct 31, 2018

Date



CUPE

Oct 31/18, 2018

Date



Blake McMullen, SHA Human Resources

Oct 29, 2018

Date