The Following Provisions Constitute the

Tentative Memorandum of Agreement

Between

Service Employees International Union West (SEIU-West)

And

The Saskatchewan Association of Health Organizations Inc. (SAHO)

Reached on March 7, 2019

The parties agree to the terms of this Memorandum of Agreement which constitutes full and final settlement of the terms of the Collective Agreement for the period April 1, 2017 to March 31, 2022.

The representatives of the parties agree to complete the ratification process and exchange such results no later than sixty (60) calendar days following the signing of the Memorandum of Agreement.

Unless stated otherwise, the terms and conditions of the said Collective Agreement become effective thirty (30) days following the date of ratification by the parties.

The parties agree that the attached articles, as well as other matters negotiated and agreed to by the parties during this round of negotiations applicable to the term of April 1, 2017 to March 31, 2022, represent amendments to the current Collective Agreement. All other articles of the Collective Agreement remain as current.

The parties agree that any errors and omissions in this document are excepted.

GENERAL WAGE INCREASE

The new collective agreements negotiated during this round of bargaining shall be for a term of five years, with General Wage Increases applied to each step of the pay bands as follows:

April 1, 2017: 0%
April 1, 2018: 0%
April 1, 2019: 1%
April 1, 2020: 2%
April 2, 2021: 2%

Term ending March 31, 2022.

RETROACTIVITY

All employees on staff as of the date upon which the parties exchange notice of ratification by their principles on the terms of the Collective Agreement shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to this Collective Agreement. Employees who have moved between employers covered by the Collective Agreement shall apply to their previous employers for that portion of the retroactivity. Employees who are eligible for retroactive wage adjustment pay shall have such amounts paid in a "non-pay period" week, so as to be paid as an equivalent to a "separate cheque".

Employees who have retired from any Employer party to this Collective Agreement shall be eligible for retroactive wage increases based on all paid hours up to and including the date of retirement.

Any employee who has been laid off subsequent to **April 1, 2017** and is unable to maintain employment and is not on staff as of the date upon which the parties exchange notice of ratification by their principles on the terms of the Collective Agreement, shall be eligible for retroactive wage increases based on all paid hours up to and including the date of lay-off.

The estates of employees who have passed away on or after **April 1, 2017** are eligible for retroactivity. The estate of the employee must contact the employer and apply for such retroactivity.

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, **2017**, up to and including March 31, **2022**, and from year to year thereafter, unless notification of desire to amend be given in writing.

1.02 Open Period

Either party may, not less than **sixty (60)** days nor more than **one hundred and twenty (120)** days before the expiry date hereof, give notice in writing to the other party to negotiate a revision thereof.

3.04 Progressive Discipline

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

a) A copy of a document placed on an employee's file which might at any time be the basis for disciplinary action shall be supplied to the employee, with a copy to SEIU-West;

b) The employee's reply to such document shall also become a part of the employee's file;

c) Documentation referred to in a) that is not related to a disciplinary suspension shall become void after two (2) years, unless there have been subsequent documented incidents of a similar nature. Documentation referred to in a) that is related to a disciplinary suspension shall become void after three (3) years, unless there have been subsequent documented incidents of a similar nature. Upon request, following the time periods above, the documentation shall be removed from the employee's file.

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 **as mutually agreed**.

4.05 Return to Work and Duty to Accommodate

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

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

b) Employee Wages, Benefits and Seniority

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

c) Medical Information

It will be the responsibility of the employee returning to work to provide the Employer with initial medical evidence of the limitations or restrictions associated with the disability, injury or illness. Further information, if required, shall be provided to the Employer. The assessment requested by the Employer must be specific to the disability, injury or illness giving rise to the accommodation process and shall include the following:

i) A prognosis for recovery, with or without limitations;

ii) Objective medical evidence as provided by the employee's medical practitioner as to the employee's fitness to perform the specific duties of his/her current job, or the accommodation being considered;

iii) How long any limitations or restrictions may last.

The Employer's request for the above medical information shall be reduced to writing, given to the employee, and the employee shall provide the request to her/his medical practitioner. The Employer shall not contact the employee's physician and/or medical practitioner(s) without the employee's written consent.

d) Confidentiality of Employee Medical Information

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

e) Return to Work/Accommodation Committee

As required, an ad hoc Return to Work/Accommodation Committee group from the Employer and the Union may be established in accordance with Article 6.01 of the Collective Agreement to review concerns with return to work implementation and to facilitate the Duty to Accommodate process. The committee shall make recommendations to the Union and Employer, including but not limited to the fair and reasonable accumulation of seniority credits and/or displacement in the event of lay-off for an employee participating in the Return to Work/Duty to Accommodate process. The employee and/or Union representative who attends an ad hoc Return to Work/Accommodation group meeting or an individual Return to Work/Duty to Accommodate meeting shall be released from duty without loss of pay.

f) Return to Work/Duty to Accommodate Placement

Typically, employees who have suffered a temporary or permanent occupational or non-occupational disability, or limitation(s) as a result of injury or illness and who are medically fit to perform work shall be placed as follows:

1. Into the employee's existing position;

2. Into the employee's existing position, with modified and/or bundled duties;

3. Into the employee's existing classification in another position;

4. Into the employee's existing classification in another position, with modified and/or bundled duties;

5. Into another classification within the employee's bargaining unit;

6. Into another classification within the employee's bargaining unit with modified and/or bundled duties;

7. Failing all of the above, consideration shall be given to classifications outside the employee's bargaining unit.

g) Modified Position

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

h) Waiver of Posting Provisions

The Union acknowledges that, with due regard to the seniority and posting provisions in the Collective Agreement, a job vacancy may also be considered to facilitate an employee's Return to Work/Accommodation.

5.03 Dues

a) The Union shall notify the Employer and 3sHealth 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.

b) An employee temporarily working in an out-of-scope position with the Employer shall have dues deducted from gross earnings received. It is understood that such employee(s) shall be covered by the terms and conditions of the out-of-scope position. Notwithstanding the above, the employee(s) shall maintain their right to apply for vacancies under Article 11, have access to lay-off provisions under Article 12 with respect to the employee's permanent in-scope position, and shall have access to the grievance procedure under Article 7 with respect to discipline, discharge and/or denied access to Article 11 or Article 12 as set out above.

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.

The intent of the parties is to align practice with the current legislation and therefore it is agreed that upon request an employee shall be provided a paper copy of an employee's T-4 slip by the Employer. If legislation were to change, the Employer reserves the right to change its current practice to align with legislation. The implementation date of electronic T-4's will be communicated to employees once such date is confirmed.

7.01 a) **Definition**

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

b) **Initiation of Grievances**

Individual grievance(s) shall be filed through the Union and submitted to the employee's immediate out-of-scope Supervisor or designate as set out under Article **7.08**. Group grievances, policy grievances and interpretation grievances must be submitted by the Union.

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 **Part VI, Division 7, Section 6-29** of *The* ***Saskatchewan Employment*** *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.

10.01 Probationary Period for New Employees

a) Except as provided in paragraph d) newly hired employee(s) within the Regional Health Authority shall be on probation for a period of four hundred and eighty (480) hours worked or for the first (1st) six (6) months from their date of hire, whichever comes first. At the commencement of and during the probationary period, the Employer shall advise the probationary employee of the standards which they are expected to meet. Employees will also be advised of any deficiencies and adequate time shall be allowed for such deficiencies to be corrected.

b) By mutual agreement of the parties, an extension may be granted for up to three hundred and twenty (320) hours worked. It is agreed that the circumstances warranting the extension, the duration of the extension, and where applicable, the improvements expected by the Employer, must be communicated in writing to the employee prior to the expiration of the original probationary period. A copy shall be forwarded to SEIU-West.

c) 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 unsuitability. SEIU-West shall be notified, in writing, of discharge within seven (7) calendar days. Seniority shall be effective for all purposes including but not limited to vacation, call-in, job postings, lay-offs**, and** as per Article 20 and/or Article 9.

d) Where an employee, who is on probation, applies for and is awarded a vacancy as per Article 11.05 or 11.09, or is placed on any additional call-in lists in a different classification, work area, or facility/agency, the employee shall complete a trial period in accordance with Article 11.06. The parties agree that the trial and probationary periods shall run concurrently if the employee successfully completes the trial period. It is further agreed that the provisions of Article 11.06 c) shall apply and in the event that the employee returns to their initial position during the trial period, they shall complete the remainder of the probationary period equal to four hundred and eighty (480) hours less the hours worked in their initial position.

e) An employee shall only serve one (1) probationary period for any period of continuous employment with the Regional Health Authority.

11.01 Creation of New Classifications or Changes to Existing Classifications

a) The Parties agree that the current job descriptions are those Provincial Job Descriptions established through the Provincial Joint Job Evaluation and/or the Maintenance Plan. The Employer will provide, upon request, Joint Job Evaluation Job Descriptions relevant to each facility, agency, and service within the Regional Health Authority.

b) Upon the creation of all new classifications, the Employer shall forward all relevant information to the Union and thereafter, the Parties will commence negotiations in regards to scope.

c) Upon creation of all new classifications, the Parties agree that the Maintenance Letter of Understanding, dated and signed October 3, 2003 shall govern in regards to establishing an appropriate rate of pay. Upon completion of the rating process, the appropriate Pay Band shall be applicable and the successful applicant shall receive this rate of pay upon commencing in the position.

d) Where there are any significant changes to the content or qualifications of any existing classifications or positions, the parties agree that the Maintenance Letter of Understanding, October 3, 2003 shall govern in regards to establishing an appropriate rate of pay.

e) Where the Maintenance Committee undertakes an annual review of jobs, the effective date of any change in Pay Bands will be the 1st Sunday following the completion of the review.

f) Where a new classification is created provincially and an interim wage rate is established that is greater than the final rate of pay as determined by the

Maintenance Committee the incumbent's pay shall be adjusted to the final rate the 1st Sunday following the completion of the review and she/he shall not be required to make retroactive payment to the Employer.

g) Where a new classification is created provincially and an interim wage rate is established that is lower than the final rate of pay as determined by the Maintenance Committee the incumbent's pay shall be adjusted to the final rate the 1st Sunday following the completion of the review and retroactive pay shall be effective back to the date the Employee commenced in the position.

h) Where the rate of pay for an existing classification is adjusted downward by the Maintenance Committee, the incumbent(s) shall retain their current rate of pay and shall not receive any negotiated wage increases until such time as the pay equity rate of pay for that classification equals or surpasses the incumbent(s) current rate of pay. New hires to the classification shall be paid at the pay equity rate of pay for that classification.

i) The Employer agrees that if they intend to introduce a classification(s) contained within the Joint Job Evaluation Provincial Job Descriptions not presently in existence in a facility, agency or department, they shall notify the Union in advance. Such notification shall include, but not be limited to, the Provincial Job Description (identifying required duties), Pay Band and the rationale for introducing the classification.

j) The Parties agree that no changes can be made to the Provincial Provider Group Joint Job Evaluation Plan, the Maintenance Agreement, Factors, Weights, Pay Bands, or any other component of the Job Evaluation Program without the approval of the Parties to the Provider Union Collective Agreement(s).

k) Should the Maintenance Committee recommend the creation of Pay Bands beyond Pay Band **23**, the Parties shall meet to establish the new Pay Bands based on the established point band size and wage line promotion formula.

11.04 Multi-Site Positions

The parties to this agreement recognize the uniqueness of multi-site positions and recognize the need for such positions in the provision of quality service.

Where the Employer determines that there is an operational need which **may** require an employee(s) to work at more than one (1) site, implementation shall be done in accordance with this Article.

a) **Existing Positions**

The parties agree to commence a joint review of established multi-site positions, within one hundred eighty (180) days of signing the Collective Agreement. The purpose of such review is to identify, discuss and resolve any issues surrounding the designation and/or utilization of multi-site positions. At the request of either

party, subsequent reviews shall be conducted on an annual basis. Where the Employer determines that such positions **continue to be** required under the terms of this Article, paragraph d) shall apply. Any existing Letters of Understanding with respect to multi-site positions shall continue unless the parties agree otherwise.

b) **Encumbered Positions**

Sixty (60) days notice shall be given to the Union prior to changing an encumbered position(s) which will require an employee(s) to work at more than one (1) site within the Regional Health Authority. Such notice of organizational change shall be provided under this Article and Letter of Understanding #11.

c) **New or Vacant Positions**

The Employer may create a new position or change an existing vacant position which will require an employee(s) to work at more than one (1) site within the Regional Health Authority.

d) **Negotiations**

Prior to implementation as per b) above and/or the posting of a position as per c) above, negotiations between the parties shall occur, including but not limited to:

i) All affected employee(s) shall have a designated home site;

ii) The Employer shall provide worksite and/or departmental orientation as required at all sites;

iii) Employee(s) shall pay only those parking costs regularly incurred at their designated home site. Additional parking costs as a result of working at a site other than their designated home site shall not be charged;

iv) When employee(s) are required to travel from one worksite to another, such employee(s) shall be compensated for time and travel between the worksites;

v) When employee(s) are required to report for work outside of the community of the designated home site, such employee(s) shall be compensated for time and travel from and to either the designated home site or the employee's home, whichever is closer.

Terms negotiated as a result of d) above shall be reduced to writing.

11.07 Rates of Pay

a) **Pay on Promotion**

When an employee is promoted, the employee shall be advanced to the hourly rate in the applicable Pay Band of the higher paid classification which is next

higher than the employee's highest current hourly rate or to the hourly rate which is next higher again if the initial advancement is less than or equal to the employee's next dollar value increase increment in their highest current Pay Band.

If an employee is at Step 3 of their highest current Pay Band, then the dollar value of the increase moving to **the** new Pay Band must be equal to or greater than the difference between the employee's current increment step and the last increment step in their highest current Pay Band. (i.e. the difference between Step 2 and Step 3).

b) **Pay on Demotion**

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

c) **Pay For Work in Same Pay Band**

Employees who are employed in the same classification or in different classifications within the same Pay Band, with the Employer, shall be paid at the same step in the applicable Pay Band based on the employee's highest current hourly rate.

d) **Pay for Work in Multiple Classification(s) and Pay Band(s)**

Employees who are employed in more than one (1) classification where different Pay Bands apply shall be paid in accordance with the provisions of Article 11.07 a) and b) above, notwithstanding that the employee remains employed in both classifications(s).

11.10 Call-In System

a) **Aims and Principles**

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

i) Easy to understand;

ii) Operationally viable;

iii) Seniority driven;

iv) Complementary to the organizational structure;

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

employment.

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

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.

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

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 perform call-in work while on:
- Absence(s) covered by W.C.B. and/or D.I.P. and/or The Automobile Accident Insurance Act;
- An approved Leave(s) of Absence (paid or unpaid) except as provided for in Article 15.02 Maternity Leave, Article 15.03 Adoption Leave, Article 15.04 Parental Leave, or Article 15.12 Education Leave;
- Vacation Leave;
- Sick Leave.

iii) Employees must fill out one (1) prescribed Pro-Forma Call-In Work Availability form for each call-in list where the employee performs call-in work. The Department Director or designate shall make such forms available. The form shall indicate:

a) Classification(s);

b) Availability and amount of notice required for additional work;

c) Length and type of shift desired;

d) Agreement to waive weekend overtime rate as specified in the Collective Agreement; and

e) Employees working in other departments shall attach a copy of their regularly scheduled hours.

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

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

Employees may revise or amend their Pro-Forma Call-In Work Availability Form quarterly. Such revisions shall take effect on the following dates: February 1st, May 1st, August 1st and November 1st. Such revisions shall be submitted no less than twenty-one (21) days prior to the effective revision dates.

In addition to the dates specified above, employees may revise or amend their Pro-Forma Call-In Work Availability Form(s) under the following circumstances:

- When an employee accepts a permanent part-time position that affects their availability; or
- When an employee accepts a temporary position that affects their availability.

1) When an employee returns upon the expiration of a temporary position or under the provisions of the trial period, the employee's availability for call-in shall be as set out in their prior Availability Form and shall take effect immediately.

2) Where the temporary position is for a defined term, the employee shall be eligible for call-in based on their prior Availability Form for work that becomes available beyond the end date.

3) Where the term of the temporary position is indefinite and the employee is notified of the date of conclusion of the term, the employee's availability for call-in shall be as set out in their prior Availability Form immediately upon receipt of such notice.

Short-term periods of unavailability (one (1) week or less) are for unexpected events that could not have been foreseen when the Pro-Forma Call-In Work Availability Form was completed. Short-term requests for absences from call-in availability shall be submitted in writing. Employees wanting time away from the workplace for vacation should request this time away in accordance with Article 16.02.

v) **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.

vi) **Call-In List Eligibility**

Dependent 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. Employees seeking call-in work shall make advance written application to the Department Director or designate and shall indicate their qualifications and specific training.

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

New employees shall be included on the call-in 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.

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

Unless overtime is paid in accordance with Article **13.09**, 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 unless covered by an extended shift agreement, or if they will not have eight (8) consecutive hours of rest.

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

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

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

viii) **Hours of Rest**

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

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

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

1. Call-In Work Outside the Posted and Confirmed Period

a) Where additional work becomes available outside the posted and confirmed period, for a period of up to four (4) weeks outside the posted and confirmed period, the Pro-Forma Call-In Work Availability Form shall be used to schedule Call-In work in order of seniority, first to qualified part-time, then to qualified casual Employees who are on the Call-In list. No Employee shall be scheduled more than 112 hours in a three-week period unless covered by an extended shift agreement. All scheduling provisions of Article 13.05 shall apply.

b) The Employer will post a copy of the provisional work schedule based on the Master Rotation which identifies the additional hours of work that have been scheduled.

c) An employee shall be able to access short term periods of unavailability (one week or less) for unexpected events that could not have been foreseen when the Pro Forma Call-In Availability Form was completed. Prior to posting the provisional work schedule, short term requests for absences from call-in availability shall be submitted in writing.

d) Employees may subsequently request such scheduled shift(s) off as

provided for in Article 13.11 (Time Off in Lieu), Article 15 (Leaves of Absence) and Article 16 (Vacation).

e) Where an employee has Call-In work scheduled outside the posted and confirmed period as per a) above, the Employer agrees that such work shall be guaranteed within the twenty-eight (28) calendar day provisional work schedule, subject to 13.05 **f)**.

2. **Call-In Work Inside the Posted and Confirmed Period**

a) Where additional work becomes available inside the posted and confirmed period, the Pro-Forma Call-In Work Availability Form shall be used to offer Call-In work in order of seniority, first to qualified part-time employees within their home department and classification, then to qualified casual Employees who are on the call-in list. No Employee shall be offered more than 112 hours of work in a three-week period unless covered by an extended shift agreement. All scheduling provisions of Article 13.05 shall apply.

b) Where additional work becomes available within forty-eight (48) hours it shall be offered to employees in order of seniority not excluding employees who are working short shifts or scheduled to work short shifts. If there is no immediate personal response to such a call, the shift shall be offered to the next senior employee on the list. Only one (1) enhancement of hours shall be offered per forty-eight (48) hour period, in the circumstances where work becomes available within forty-eight hours notice.

c) For work that becomes available with more than forty-eight (48) hours notice, employees shall be given a reasonable definite date and time deadline for responding.

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

3. **APPLICABLE TO HOME CARE ONLY:**

a) Available work will be assigned to employees who have down time within their guaranteed hours;

b) If not filled, it will be offered to senior and available part-time employees who are currently working that day;

c) If still not filled, it will be offered to senior and available other than full-time or casual employees who are currently working that day;

d) If not filled, it will be offered to senior and available part-time employees who are not working that day;

e) If not filled, it will be offered to senior and available other than full-time or casual employees who are not working that day.

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

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

xii) Call-in 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, the Union shall forthwith be provided with a copy of the applicable call-in list.

xiii) Employees offered additional shifts in error can have those shifts changed within the posted and confirmed period without the triggering of overtime, as a result of a changed schedule, provided the Employer makes such change within forty-eight (48) hours of offering the additional shift(s) in error.

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

If the error is discovered and reported to the Employer or designate no later than seven (7) calendar days after the work is performed, the senior employee not called shall be paid for all lost hours. After the seven (7) days, the Employer will not be subject to payment.

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

xv) This protocol applies to additional work which was not foreseen when the master rotation was created by each department. It in no way supersedes or replaces the scheduling or posting provisions of the Collective Agreement, and the parties hereto agree to apply this protocol in a manner complementary to other provisions of the Collective Agreement.

xvi) The parties acknowledge that matters contained herein require their full

co-operation and consequently they agree to make every effort to meet and address points of dispute. Matters not resolved may be referred to the grievance procedure at Step Three (3).

xvii) 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.

The Employer is prepared, on a without prejudice basis, to agree to utilizing an interest based process, in order to canvas the issues and options regarding a mutually satisfactory call in procedure and protocol. This process may include additional participants as deemed necessary by the parties. It is understood this process will take place separate and apart from the bargaining process.

11.11 Call-In Postings

The purpose of Call-In Postings is to ensure service continuity in the absence of permanent staff through a process of consolidating replacement hours of work. The parties agree that this Article shall operate in concert with Article 11.10 Call-in System.

a) Where predictable absences within a department and classification can be consolidated into a period of three (3) consecutive weeks or longer, the Employer may choose to utilize the Call-In Posting process in accordance with this Article. Call-In Postings shall not exceed the time periods set out in Article 11.09 for temporary vacancies. Should the Employer choose not to utilize the Call-In Posting process, such shifts shall be filled in accordance with Article 11.10 Call-In System.

b) Call-In Posting Process

i) Individual, available shifts shall first be offered on the basis of seniority to part-time employees on the call-in list within their department and classification.

ii) The Employer may post a Call-In Posting, after the available shifts have been offered as per i) above, and the remaining shifts can be consolidated into a block of work such that:

- The block of work is a minimum of three (3) consecutive weeks; and

- The minimum Full-Time Equivalent (FTE) is zero point two (0.2).

Call-In Postings shall be posted in the department on the Tuesday of any given week for duration of no less than forty-eight (48) hours.

Only employees who are casual on the call-in list specific to the posting shall be eligible to apply with the following exceptions:

- Employees cannot give up shifts in another department;

- Casual employees within the department specific to the posting cannot give up shifts already offered and accepted under Article 11.10, unless the total hours contained in the Call-In Posting are greater than the hours currently scheduled or accepted for the period of the Call-In Posting;

At the time of application, the casual employee must be able to accept all shifts contained in the Call-In Posting.

Notwithstanding the above, the parties may agree to delay the commencement of the Call-In Posting in order to accommodate the scheduling provisions of the Collective Agreement. Such agreement shall not be unreasonably withheld. Further, and notwithstanding the provisions of Article 11.10 Call-In System, the parties may agree to allow an employee to waive the weekends off rate specified in Article **13.17**, on a one-time basis, in the application of this Article and for the purposes of accepting all shifts contained in the Call-In Posting.

iii) If there are no successful applicants for the Call-In Posting, Article 11.10 shall be utilized.

c) Existing practices shall continue where the Union and the Employer mutually agree.

12.02 Notification of Lay-Off

Prior to any public announcement or public discussion, the Employer, insofar as is reasonably possible, will advise the Union where lay-offs may be contemplated which will affect the bargaining unit. The Employer shall provide fourteen (14) calendar days notice to the Union prior to issuing initial notice of lay-off to affected employees. With the notification to the Union, the Employer shall provide all relevant information including but not limited to:

a) the work area where the initial notices of lay-off will be issued;

b) the number of FTE's affected;

c) the number of actual positions affected;

d) the job classifications of employees to be laid off; and

e) as soon as the information is available, the names of 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 job 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 ***The Saskatchewan Employment Act***, but in no case will receive less than fourteen (14) calendar days notice. If the employee laid off or displaced 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 job classification in question.

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 job 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 job classification specified in Article 12.04 a) **i)**; 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 least senior employee in the job 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 Regional Health Authority provided they have the necessary qualifications required to fill the position and the ability to perform the work, subject to the following:

i) For the purposes of Article 12.04 b), same occupation shall be defined as either the same job classification or similar job classification where the core duties and qualifications are similar in nature;

ii) An employee shall choose to exercise seniority into either a full-time or part-time position within the same occupation as defined in Article 12.04 b) i). Within the options available and after making a selection of the number of hours per rotation (FTE), the employee shall bump the least senior employee with the number of hours per rotation (FTE) that the employee has chosen; and

iii) Where more than one (1) employee opts to exercise seniority within the same job classification at any alternate facility/agency the least senior of such employees exercising seniority shall bump the least senior employee with the number of hours per rotation selected, and so on. This principle shall govern accordingly.

c) Where a facility closure occurs (including an affiliate or agency) within the Regional Health Authority and an employee is laid off as a result, such employee may exercise seniority as per Article 12.04 a) or b) above based upon the following parameters:

i) Employees shall choose to bump into a higher paid, lower paid or same paid job classification in one (1) facility (including an affiliate or agency) 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 selected facility or alternatively, exercise their option under Article 12.04 b);

iii) Prior to determining the facility, into which the laid off or displaced employees will bump, the Employer shall provide facility-based seniority lists for each location within the Regional Health Authority, sorted by classification and status;

iv) After the employee chooses a facility as per i) above, the employee shall be entitled to information accessible as per Article 12.03 d). 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 least senior employee in the job classification and work area/service area/department.

v) New employees shall be included 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, placement shall be determined by earliest birth date in the year.

12.10 Trial Period Upon Displacement

Employees who exercise their seniority rights to bump another employee in the same job classification, work area and facility/agency shall not be required to serve a trial period. Employees who exercise their seniority rights to bump another employee in a different job classification, work area or facility/agency shall be required to serve a trial period of three hundred and twenty (320) hours worked. During the trial period, if, in the opinion of the Employer, an employee is demonstrably incapable/unsuitable for the position, or at the employee's request, the employee shall be placed on lay-off **and** in accordance with Article 12.03 b) ii) shall be eligible to access options 3, 4, or 5.

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) **For existing positions not covered in 13.02, such shifts will be a minimum of four (4) hours**;

iii) 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

The parties to this Agreement recognize the uniqueness of the Home Care Program and recognize the need for guaranteed hours of work to assist in providing quality care.

Where the Employer and the Union have Letters of Understanding in place in respect to any portion or all of the provisions of Article 13.02, such agreements shall be maintained unless the parties agree otherwise.

The Employer and the Union agree to review existing practices that are in place in respect to any portion or all of the provisions of Article 13.02. Where the parties agree to maintain such practices, same shall be confirmed in writing.

The parties agree that the creation of guaranteed hours and the assignment of hours to employees shall first (1st) be governed by the need for good client care in responding to client needs and concerns. The parties agree that every reasonable effort will be made to recognize:

- Consistency in the provision of client care;
- Timeliness of response to client needs; and
- Seniority.

The parties agree to conduct a joint review into the Hours of Work within Home Care Services where guaranteed hours currently do not exist as contained in Letter of Understanding #3. The purpose of such review is to establish guaranteed hours of work and a master rotation containing those guaranteed hours. Such review shall commence within sixty (60) days of the date of signing the Collective Agreement.

1) Hours of Work Applicable to Full-Time Employees

Notwithstanding the provisions of Appendix III paragraph two (2), the following shall apply to Full-Time Employees:

i) Normal full-time hours of work shall be one hundred and twelve (112)

hours in a three (3) week period, calculated from December 5, 1999, in accordance with Article 13.01;

ii) 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;

iii) 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;

iv) Nothing shall preclude the Employer and the Union from establishing an extended shift agreement;

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

2) Hours of Work Applicable to Permanent Part-Time, Other Than Full-Time & Casual Employees

In order to maximize hours and in accordance with Article 13.02 4), 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 December 5, 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 4) iii) c) i). 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;

iv) Nothing shall preclude the Employer and the Union from establishing an extended shift agreement;

v) 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;

vi) 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;

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

3) Master Rotation

All guaranteed hours of work shall be posted and confirmed on a Master Rotation in accordance with Article 13.05 a), subject to the following:

The Master Rotation shall include the guaranteed number of hours and shifts designated as either days, evenings or nights.

The parties agree that there may be variable start and end times to a specific shift on a given day, subject to Article 13.02 4).

The parties agree that the posted and confirmed period shall be no less than two (2) calendar weeks in advance of the actual week being worked as defined in Article 13.04.

4) Distribution of Client Hours

i) All employees (full-time, part-time and other than full-time) shall receive an assignment which shall set out the distribution of client hours, on a mutually agreed upon day of the week, for the following week. Such assignment shall include the expected start times for each shift, and it is recognized that the start time may be adjusted to afford the employee additional hours of work or to meet the employee's guaranteed hours of work for that day.

a) Guaranteed hours of work for full-time and part-time employees shall be assigned as set out above. In no circumstances shall such guaranteed hours of work be cancelled.

b) Any hours in excess of those guaranteed hours referred to in paragraph a) shall be assigned to part-time and other than full-time employees as set out above, subject to their availability. The parties agree that the Employer may cancel these additional hours of work without penalty, provided that a minimum twenty-four (24) hours notice is given to the affected employee.

iii) All part-time, other than full-time and casual employees shall be offered hours of work/shifts in addition to assigned hours in accordance with Article 11.10. The parties agree that where such hours are offered and accepted, such hours shall be subject to the minimum twenty-four (24) hour notice requirement.

The parties agree with the following exceptions to ii) above:

a) Assignment of hours to full-time and part-time employees to meet their guaranteed hours within the specific shift on the given day; or

b) Assignment of hours to meet the minimum pay requirement on the given day; or

c) Assignment of hours within the specific shift on the given day, where the Employer has not met the minimum twenty-four (24) hour notice requirement resulting in down time.

iii) Mechanics of Assignment

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 the distribution of 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. Additional hours or call-in work shall be offered in accordance with Article 11.10 Call-In System or 11.11 Call-In Postings;

c) i) At the time of hiring employees shall indicate, in writing, details of their availability. Employees may revise their availability in accordance with Article 11.10 c) iv).

ii) In order to maximize hours, employees may indicate their willingness to work in other specific Home Care localities within the Region, 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 paragraph 8).

5) 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.

6) Minimum Pay

i) On each occasion an employee reports for work, he/she shall receive a minimum of **three (3)** hours at their regular rate of pay.

ii) In the case of either client refusal or absence, employees shall contact the Home Care office immediately for assignment to other duties.

7) Assignment to Other Duties

During any down time, it is agreed that the Employer shall assign other duties within the Home Care sector. Employees may request a leave of absence, vacation or time off in lieu.

8) 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 base. 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 base, unless changed by mutual agreement. A base 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;

ii) The main administrative centre in which the Home Care office is located;

iii) An urban population centre within a geographic locality in which the employee does not reside but has requested as a base.

b) An employee required to report to the base at the start of the shift shall be compensated for time and travel from the base to the first client of the day. An employee required to report to the base at the end of the shift shall be compensated for time and travel from the last client of the day to the base.

Where an employee is not required to report to the base before traveling to the first client of the day, the employee shall be compensated for time and travel from either the base or home, whichever is closer. Where an employee is not required to report to the base after having completed their client assignment for the day, the employee will be compensated for time and travel from either the last client of the day or the base, to home, whichever is closer.

c) 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;

d) Transportation allowance shall be provided in accordance with Article 13.14;

e) All Home Health Aides shall be provided with adequate travel time within their work schedules.

13.11 Time Off in Lieu

At the request of the employee, time off, calculated at the appropriate overtime rates, may be banked in lieu of overtime pay to a maximum of one hundred (100) hours. Such time off in lieu shall be taken at a mutually acceptable time between the employee and the Employer and must be recorded for payroll records. Any unused portion of the time off in lieu bank as of the first Saturday in March will be paid out prior to March 31st of each year.

Notwithstanding the above provisions, where departmental arrangements provide for a mutually acceptable protocol of banking time off in lieu, and are more favourable than the above provisions, those departmental arrangements shall continue to remain in effect.

For those employees who currently bank time as time off in lieu, the payout provisions set out above shall commence in March 2019.

For those employees who bank time as time off in lieu to an amount less than one hundred (100) hours, the banking provisions set out above shall commence March 8, 2018.

For those employees who currently cannot bank time as time off in lieu, all provisions set out above shall commence March 8, 2018.

13.14 Transportation Allowance

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 **current SPTI rates** per kilometre with a minimum of three dollars and fifty cents ($3.50) per round trip.

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

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

c) The transportation rate shall be adjusted (increased or decreased) to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI) for January 20**17** over October 20**16**. The adjustment percentage will be rounded off to the nearest one-hundredth (1/100) of one (1) **percent**. The amount of the adjustment yielded by the procedure shall be rounded to the nearest one hundredth (1/100) of one cent **($0.0001).**

Further reviews will be done according to the following table:

REVIEW PERIOD	**EFFECTIVE DATE**
April over January	**July 1**
July over April	**October 1**
October over July	**January 1**
January over October	**April 1**

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

d) Additionally, a monthly vehicle allowance will be provided to employees required to use their vehicle for Employer business on a continuing basis, as follows:

i) Fifty dollars ($50.00) per month for an Employee who performs work during the month; plus
ii) Nine dollars ($9.00) for each day the Employee is required to use his or her own vehicle to perform work;

to a maximum of one hundred dollars ($100) in a calendar month.

14.04 Christmas and New Year's Day Off

Except where otherwise agreed between the Union and **the** Employer **or where departmental arrangements provide for mutually acceptable scheduling throughout the Christmas and New Year's period**, the Employer shall endeavour to schedule the employee for at least Christmas Day or New Year's Day off.

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.

f) All employee**s** on maternity leave may provide notification to the Employer of their availability for work under the provisions of Article 11.10 within their department and/or classification. For the purposes of Article 11.10, all such employees will be treated as casual employees throughout the period of the maternity leave.

15.07 Medical Care Leave

An employee shall endeavor to schedule medical appointments and/or the maintenance of personal health care outside of scheduled work time. In the event the employee is unable to do so, the employee may be granted time off with pay to attend to such appointment(s). Such time off shall not exceed sixteen (16) working hours per **calendar**

year, except in extenuating circumstances. Where extenuating circumstances exist, such time in excess of sixteen (16) hours shall be deducted from sick leave credits. On request, **the** employee will be required to show proof of such care.

The above agreement shall have an effective date of January 1, 2018.

15.08 Interpersonal Violence Leave

The Parties recognize that employees sometimes face situations of interpersonal violence in their personal life. Upon notification to the employer, employees shall be entitled to an unpaid leave of absence for Interpersonal Violence Leave as provided for in *The Saskatchewan Employment Act (SEA).* Employees will ensure the Employer is notified as soon as possible as to the expected duration of the leave. Upon written notification to the employer an employee may request Time Off in Lieu or Vacation to maintain income while on leave. After ten (10) days, an employee may request to use other applicable leave provisions as per the Collective Agreement(s).

Renumber the rest of the article as may be required.

16.06 Vacation Pay

a) An employee shall receive the greater of vacation pay calculated as follows:

i)

Vacation Credits Earned in accordance with Article 16.05	X	Employee's regular rate of pay at the time of taking vacation	=	Vacation Pay

OR

ii) 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.

16.11 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. **Upon application, the Employer may approve the deferral of up to forty-eight (48) hours of vacation credits.**

It is agreed that nothing in the article shall preclude an employee from requesting an additional deferral in extenuating circumstances. When such requests are received by the Employer the parties may mutually agree, on a case by case basis, if the individual circumstances warrant the deferral. It's understood that this application shall indicate when the preferred vacation is to be taken.

19.07 Professional Fees

Effective April 1, 2011, the Employer shall reimburse eligible employees for associated professional or licensing fees that employees are required to pay by either statute or by the Employer. The maximum reimbursement shall be one hundred and seventy-five dollars ($175.00) or the professional fee amount established by the professional association required to practice as of January 1, 2008, whichever is greater.
Effective April 1, 2014, the maximum reimbursement shall be two hundred dollars ($200.00) or the professional fee amount established by the professional association required to practice as of January 1, 2012, whichever is greater.

Effective April 1, 2018, the maximum reimbursement shall be two hundred dollars ($200.00) or the professional fee amount established by the professional association required to practice as of April 1, 2017, whichever is greater.

Reimbursement for employees working **with** two (2) or more **Employers covered by this agreement** shall receive entitlement under this provision from a maximum of one (1) Employer only.

Payment will be made upon proof of registration provided to the Employer, by the employee.

Where employees retire during any professional or licensing year, the Employer shall reimburse such employees for professional or licensing fees in accordance with this article.

20.01

Employees who terminate from any Employer covered by the SEIU-West/SAHO Collective Bargaining Agreement or the SEIU-West Extendicare (Canada) Inc. 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.

vi) **Unused** Family Illness Leave Credits

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

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

20.02

a) Employees who are employed with two (2) or more 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. The remaining Employer shall complete the transfer of items specified in Article 20.01 within two (2) calendar weeks of receipt of the employee request. In the event the employee remains employed 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 unused Family Illness Leave credits to a maximum of forty five (45) hours.

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) shall be utilized.

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

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

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 in the affected facility, agency or affiliate, 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 workforce.

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 the existing workforce and application of this Article;

c) During the above-mentioned implementation and transitional period, affected employees will maintain their rates of pay;

d) All new classifications shall be established in regards to job titles and rates of pay in accordance with Article 11.01 and **LOU #32**;

e) All new positions created as a result of technological change shall 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.

23.01 Saskatchewan Employment Act and Occupational Health and Safety Regulations

The Union and the Employer are committed to promoting a safe and healthy Workplace in compliance with *The* ***Saskatchewan Employment*** *Act* and ***The Occupational Health and***

Safety Regulations. The parties agree that such legislation allows every worker the right to know the hazards at work, and the right to participate in occupational health and safety, and the right to refuse work which the worker has reasonable grounds to believe is unusually dangerous.

NOTE: The table of contents reference for this particular Article title will need to be amended.

23.02 Occupational Health and Safety Committee

An Occupational Health and Safety Committee, where provided for under *The **Saskatchewan Employment** Act*, or as such Act may be amended from time to time, shall be implemented at each workplace within the operations of the Employer.

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 or conducts other business proper to the functioning of the Committee during scheduled hours of work, such employee shall be released from duty without loss of pay.

A Committee member who attends an Occupational Health and Safety Committee meeting shall be credited the time as hours worked at regular rate(s) of pay.

23.03 Referral of Health/Safety Concerns

a) 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 shall investigate immediately and take remedial action. Nothing provided herein shall forfeit the right of an individual or group of employees from referring a concern to an Occupational Health and Safety Committee member or directly to the Occupational Health and Safety Branch.

b) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive safety complaints or concerns, the right to investigate such complaints, the right to define the problem, and the right to make recommendations for a solution. Where the Committee determines that a safety problem exists, it shall advise the Employer, in writing, and include recommendations. The Employer shall advise the Committee, in writing, as to the recommendations they are prepared to adopt and those which they are not prepared to adopt and the rationale. If an employee or a group of employees remain unsatisfied with the Employer's response, the concern may be referred to the Occupational Health and Safety Branch.

c) An employee has the right to refuse to perform any particular act or series of acts if he/she has reasonable grounds to believe that the acts or series of acts is unusually dangerous to his/her health or safety, or may similarly endanger another person at the workplace until steps have been taken to resolve the matter in accordance with *The **Saskatchewan Employment** Act*. The employee shall inform his/her Supervisor without

delay of such refusal. It is agreed that the employee shall not suffer any loss of wages, benefits or seniority as a result of such refusal. The Employer may temporarily assign the employee alternate work.

23.04 Workload

An employee or a group of employees who have a health or safety related workload concern (as defined by *The Saskatchewan Employment Act – Part III Occupational Health and Safety*) will first refer that concern in writing to the immediate Out of Scope Supervisor, who shall investigate and where required take remedial action within fourteen (14) calendar days.

The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive a health or safety related workload concern which was not resolved at the Out of Scope Supervisor level. This mandate shall include the review of staffing issues, the responsibility to investigate the health or safety related workload concern, the responsibility to define the health or safety related workload problem, and the responsibility to make recommendations to rectify the health or safety related workload problem.

This does not preclude the use of a sub-committee as established by the OH&S Committee. The sub-committee shall be comprised of equal representation of SEIU-West OH&S representatives and Employer representatives.

Where the Committee or sub-committee determines that a health or safety related workload problem exists, through an evidence based process, the Committee, or sub-committee, shall issue a report on their recommendations for solving the health or safety related workload problem to the Employer and the Union within thirty (30) days of receiving the health or safety related workload concern.

Within thirty (30) days, the Employer shall advise the Occupational Health and Safety Committee, or sub-committee, and the Union, as to what reasonable steps it has taken or proposes to take to implement the workload recommendations identified by the Committee or sub-committee.

If not resolved to the satisfaction of the Employer or the Union, the health or safety related workload concern may be referred to the Occupational Health and Safety Branch.

Should the above process not satisfactorily address the health or safety related workload concern, the parties will:

a) Meet to discuss a resolution.

b) Where resolution is not reached, either party may refer the health or safety

related workload concern to mediation. The Employer and the Union will equally share the costs associated with mediation.

Renumber the remainder of the Article.

23.07 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. **The Employer agrees to make every reasonable effort to provide this information to all employees.**

23.09 Violence in the Workplace

The Employer and the Union agree that violence against employees in the workplace is not **acceptable and agree to work together towards elimination of the incidence and causal factors of violence**. To that end, the following shall apply:

a) Definition of Violence

Violence shall be defined as the attempted, threatened or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives an employee reasonable cause to believe that they are at risk of injury during the course of his/her employment.

b) Violence Policies and Procedures

In compliance with *The **Saskatchewan Employment** Act*, the Employer will ensure a policy is developed, in consultation with the Union and other Unions in the region/agency/facility, to address the prevention of violence, the management of violent situations, to reduce the **causal** factors of violence and to provide support to employees who have faced violence. The policies and procedures shall be part of the Employer health and safety policy and written copies shall be posted or made available in policy manuals in a place accessible to all employees.

23.10 Safety Protocols

The Employer shall implement policies and procedures as required by *The **Saskatchewan Employment** Act* and ***The Occupational Health and Safety Regulations***, including but not be limited to:

a) Training in all matters that are necessary to protect the health and safety of employees when an employee:

i) Commences employment; or

ii) Transfers or is moved from one work activity or worksite to another that differs with respect to hazards, facilities, equipment or procedures.

b) A plan in consultation with the Occupational Health and Safety Committee where workers are required to handle, use or produce an infectious material or organism or are likely to be exposed to an infectious material or organism, shall include but not be limited to:

i) Procedures for the investigation and documentation of any work-related exposure incident, including the route of exposure and the circumstances under which the exposure occurred; and

ii) Procedures for the investigation of any occurrence of an occupationally transmitted infection or infectious disease to identify the route of exposure and to implement measures to prevent further infection.

iii) <u>EFFECTIVE JULY 1st, 2006</u>

Compliance with Section 85(3) and Section 474.2 of the Regulations, effective July 1, 2006.

The Employer, in consultation with the committee, shall review the adequacy of the plan, as referred to above, at least every two (2) years and amend the plan where necessary.

<u>EFFECTIVE JANUARY 1st, 2006</u>

Plan, as referred to above, shall refer to Exposure Control Plan.

c) Timely and effective medical attention shall be provided immediately to any worker who receives a skin-piercing sharps injury, including post-exposure evaluation and follow-up. In accordance with the above, a clearly established post-exposure protocol developed in consultation with the Occupational Health & Safety Committee, shall be implemented and made readily accessible and communicated to all employees.

26.01 Disability Income Plan

a) **Joint Funding**

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

b) **Administration**

The Disability Income Plan shall be administered by 3sHealth 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 percent (66 2/3%) 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 per cent (60%) 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 enrol 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, or self-induced illness while sane, or self-inflicted injuries while insane;

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-West and 3sHealth shall be established as an Administrative Committee of the Plan;

11. For other than SEIU-West members, SEIU-West shall have the final decision on who may enter and participate in the SEIU-West 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 Life Insurance, Disability Income Plan, Core Dental and Extended Health & Enhanced Dental Benefits Plan.

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, provided that the total payments do not exceed one hundred per cent (100%) of regular salary.

15. Where an Employee is denied Disability Income Plan benefits and an appeal of such claim is denied by 3sHealth, a final adjudication process is afforded in accordance with **Appendix VII**.

16. For the purposes of accessing benefits under the Disability Income Plan and/or to maintain other benefits, the Employer shall endeavour to forward the appropriate application forms to the employee (for Disability Income Plan benefits), upon the expiry of the employee's sick leave credits. Upon receipt of completed forms, the Employer shall ensure that such completed forms are submitted to 3sHealth. For the purposes of this Article, any information regarding the forms not being forwarded to the employee shall only be used to support the employee's appeal to obtain such benefit coverage.

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 3sHealth Disability Income Plan in accordance with the Group Life policy.

29.06 Employer

Employer shall mean an affiliate and/or a Regional Health Authority 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 SEIU-West and are covered under the SEIU-West Extendicare (Canada) Inc. Collective Bargaining Agreement.

29.08 SAHO

SAHO: shall mean the Saskatchewan Association of Health Organizations Inc. or successor organization.

Schedule C – Market Supplemented Rates of Pay – April 1, 2017 to March 31, 2022

Job #1 – Electrician: (MS – effective February 3, 2012)

Job #8 – 3rd Class Power Engineer: (MS – effective July 25, 2014)

Job #42 – Health Information Management Practitioner: (MS – effective April 15, 2010)

Job #79 – 2nd Class Chief Engineer: (MS – effective **August 22, 2014; previous MS – effective June 11, 2012 and November 10, 2009)**

Job #89 – Cardiovascular Technologist: (**MS – effective** February 25, 2009**)**

Job #101 – **Clinical Genetics** Technologist I: (**MS – effective** December 21, 2007**)**

Job #122 – Health Information Management Practitioner **&** Office Assistant: (MS – effective April 15, 2010)

Job #216 – Cardiovascular Technologist Supervisor: (MS – effective February 25, 2009)

Job #224 – Cardiology **&** Electroneurophysiology Technologist: (MS – effective September 12, 2011)

Job #260 – Electroneurophysiology Technologist Working Supervisor **– Dual Certification**: (MS – effective September 12, 2011)

Job #304 – Electroneurophysiology Technologist: **(**MS – effective September 12, 2011**)**

Job #305 – Electroneurophysiology Technologist **&** Clinical Instructor **– Dual Certification**: (MS – effective September 12, 2011)

Job #487 – Electroneurophysiology Technologist **–** Single Certification: (MS **– effective September 15, 2013**)

Job #488 – Electroneurophysiology Technologist **&** Clinical Instructor **–** Single **Certification**: (MS **– effective October 13, 2013**)

MARKET ADJUSTMENT

Existing Market Supplements and/or Market Adjustments shall be maintained for the current JJE job classifications which are in receipt of a Market Supplement and/or Market Adjustment.

Market Adjustment rates to remain unchanged when there is movement from one pay band to another.

Market Adjustment Process

It is understood that the market adjusted wage rate is separate from the Collective Agreement Pay Equity Pay Band Schedule A and is not used in the calculation of the general wage percentage increases for the Pay Equity Pay Band rates. General wage percentage increases shall be calculated on the "base wage" only, and the market adjusted portion of the "total wage" shall be added to the newly revised "base wage."

The existing Hourly Market Adjustment Rate shall be added to the maximum (Step 3) hourly rate of the "base wage" Pay Equity Pay Band Schedule A. Step One and Step Two hourly rates shall be calculated by maintaining the same percentage relationship between Step One and Step Two and between Step Two and Step Three as exists in the "base wage" Pay Equity Pay Band Schedule A.

Market Adjusted rates are established by adding the hourly Market Adjustment amount and the JJE pay band rates, as set out above. The negotiated Market Adjustment rates are set and shall be unaffected by a JJE classification Pay Band change as a result of a determination within the processes of the Joint Job Evaluation Plan including but not limited to a Provincial Review. Whether a Pay Band increases, decreases, or stays the same, changes to the market adjustment rates can only occur through negotiation and agreement between the Union and Employer.

Market adjusted earnings shall be considered pensionable earnings, shall be subject to statutory deductions, shall be included in the calculation of Employee benefits where appropriate and shall be subject to union dues deductions as per the formula determined by the Union(s).

JJE Job #	JJE JOB TITLE	Pay Band	Hourly Market Adjustment Amount (Added To Step 3)
300	Combined Laboratory X-Ray **Technologist** (CLXT)	14	$3.23
121	**Medical** Laboratory Assistant	**11**	$0.83
70	Medical Laboratory Technologist **I** (MLT **I**)	16	$0.50
25	Medical Radiation Technologist (MRT)	16	$0.50
404	Combined Laboratory X-Ray **Technologist Working** Supervisor	16	$0.50
170	Ophthalmic Assistant	**9**	$1.90
195	Polysomnographic Technologist (Sleep Lab)	**15**	$4.43
301	Medical Laboratory Technologist & X-ray Technician	**17**	$0.50
193	Nuclear Medicine Technologist **I**	16	$0.50
458	**Senior Combined Laboratory X-Ray Technologist**	**15**	**$1.66**

SCHEDULE "F"

Unregistered Technologist

Unregistered Technologist employees who have completed their formal education and are required to have work experience in order to be eligible for registration shall be paid at ninety **percent** (90%) of the respective classification hourly salary rates. The classification hourly salary rates shall be as set out in Wage Schedule A of the Collective Agreement, or as set out in Schedule B – Market Adjusted Rates of Pay, or as set out in Schedule C – Market Supplemented Rates of Pay, or as set out in any applicable Market Supplement Adjusted Pay Rate schedules, whichever is greater. Increments will be granted on the basis of ninety **percent** (90%) of the respective classification salary steps.

Upon successfully completing their registration, technologist employees shall be adjusted to one hundred percent (100%) of their current classification salary step and shall receive retroactive pay at one hundred percent (100%) at the appropriate salary steps retroactive to date of hire or the date of successfully completing their registration, whichever is more recent.

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

For The Purpose of Informing The Scheduler of The Hours of Notice Required, ONLY:

	Less than 30 Minutes		30 to 60 Minutes		More than 1 Hour		Number of Hours

For The Purpose of Informing The Scheduler of The Hours of Rest Required, ONLY:

	Eight (8) Hours		**Eleven and one-half (11 ½) Hours**

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 2)vi) v) Home Care)

☐ Yes ☐ No

Are you currently on education L.O.A. status?

☐ Yes ☐ No

_____ _____

Signature Date

cc: Personnel File
Immediate Supervisor

LETTER OF UNDERSTANDING
#1 RE: EXTENDED HEALTH AND ENHANCED DENTAL BENEFITS PLAN

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES'UNION (SGEU)
SERVICE EMPLOYEES INTERNATIONAL UNION – WEST (SEIU-West)
AND
SASKATCHEWAN HEALTH AUTHORITY (SHA)
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS (SAH0)

RE: Extended Health and Enhanced Dental Benefits Plan

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

The Employer assures that the current level of benefits provided pursuant to the Extended Health and Enhanced Dental Plan as of April 1, **2017** will continue at no cost to the Employee, until March 31, **2022**.

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

In the event the funding provided by the Employer is insufficient to sustain the current level of benefits for the term of this collective agreement, the parties shall meet to determine how these incremental cost increases are funded.

The funding commitment shall remain until March 31, 2022 unless negotiated otherwise by the parties.

Funding policies developed by the Joint Trusteeship Steering Committee shall ensure Extended Health and Enhanced Dental Benefits equivalencies for all health care unions that are signatory to the jointly trusteed benefit plan.

LETTER OF UNDERSTANDING
#2 RE: CONTINUING CARE ASSISTANT

Effective October 3, 2003, all employees who were placed in Provincial Job #22 the Special Care Aide/Home Health Aide job classification and who were not graduates of either the SIAST Special Care Aide Program or the SIAST Home Health Aide Program or an equivalent as of October 3, 2003, were deemed to possess these qualifications. Such employees shall continue to be deemed qualified until their employment is terminated from within the Health Care Provider Units in the Province of Saskatchewan.

Should it be necessary to hire a Continuing Care Assistant who is not a graduate of the current **Saskatchewan Polytechnic** Continuing Care Assistant Program/formerly SIAST Special Care

Aide/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 at his/her own expense. The Employer shall advise all employees in writing of such requirement, and shall forward a copy of such notification to SEIU-West. An Employee will need to demonstrate an on-going participation in the program or process, at a minimum of every (6) months. Where such employee has actively pursued these educational requirements and has failed to complete same within the two (2) year period, the parties agree that the employee shall be afforded the opportunity to apply for an extension based upon their extenuating circumstances. Should an employee fail to become qualified within the two (2) year period and an extension is either not granted or applied for, the parties agree that such employee shall be removed from the Continuing Care Assistant classification and be allowed access to hours of work in an alternate non-nursing department and/or classification in accordance with Article 11.10 c) iii).

LETTER OF UNDERSTANDING
#XX RE: PROVINCIAL RECRUITMENT AND RETENTION ISSUES

Letter of Understanding
Between
SASKATCHEWAN HEALTH AUTHORITY (SHA)
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS Inc. (SAHO)
And
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE),
SERVICE EMPLOYEES INTERNATIONAL UNION – WEST (SEIU-West), and
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION (SGEU)
(HEREIN AFTER REFERRED TO AS THE PROVIDER UNIONS)
RE: Provincial Recruitment and Retention Issues

1. **The parties recognize that due to a number of factors the Employer can experience challenges with recruiting and retaining qualified employees in some job classifications. These challenges may be specific to a facility, agency, service, community, geographic area or province wide.**
2. **The parties agree to jointly review challenges concerning recruitment and retention. This review shall include a review of policies and Collective Agreement(s) provisions which may be causing or creating barriers for recruitment and/or retention of classifications within the Provider Unions.**
3. **Where the parties agree that there is a recruitment and/or retention challenge, the parties will identify where the challenges exist. This shall include the classification(s) and facilities, agencies, services, communities or geographic areas. The parties will meet provincially to discuss the challenges. The parties commit to evidence based discussions, including relevant information, regarding the challenges.**
4. **Provincial meetings shall be held no less than two (2) times per calendar year. Additional meetings may be requested by the parties to discuss recruitment and retention issues that arise.**
5. **This letter of understanding does not replace market supplement, market adjustment processes or any other procedures in the existing collective agreements.**

6. **Employees attending provincial meetings shall be compensated by their representative organization.**
7. **This letter of understanding does not preclude an individual union and the Employer from resolving immediate issues within a facility, agency, service or community.**

LETTER OF UNDERSTANDING
#XX RE: JOINT TRUSTEESHIP OF IN-SCOPE EMPLOYEE BENEFIT PLANS

Negotiations regarding terms of the Joint Trusteeship will be conducted outside of the Collective Bargaining process.

Letter of Understanding
Between
SASKATCHEWAN HEALTH AUTHORITY (SHA)
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS Inc. (SAHO)
And
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE),
SERVICE EMPLOYEES INTERNATIONAL UNION – WEST (SEIU-West), and
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION (SGEU)

Re: Joint Trusteeship of In-Scope Employee Benefit Plans
Including
Extended Health Care and Enhanced Dental Benefits Plan
Core Dental Plan
Group Life Insurance Plan
Disability Income Plan (CUPE and SEIU-West)

Whereas, for the benefit of the beneficiaries, the parties agree they have a shared objective to achieve joint trusteeship;

And, whereas the parties recognize that proper governance of a trust of in-scope Employee benefit plans is fundamental to the success of a plan and is in the best interest of the beneficiaries;

And, whereas the parties agree the most prudent and efficient manner to manage a trust of in-scope employee benefit plans is through a governance structure that allows for the interest of the beneficiaries to be represented through the parties in a joint trustee arrangement;

And, whereas 3sHealth or successor organization will support and facilitate these discussions.

The Parties Agree as follows:

1. **Commit to work together to achieve joint trusteeship of all in-scope benefit Plans. These efforts shall be informed and supported by utilizing an evidence based approach.**

2. **Within thirty (30) days of ratification of the Collective Agreements, a Joint Trustee Steering Committee (JTSC) shall be formed and shall operate by consensus.**

3. **The first order of business for the JTSC shall be to develop the terms of reference for the JTSC for the negotiation of the joint trust agreement or agreements as required. The**

terms of reference will include consideration of shared principles to guide development of the joint trust agreement or agreements as may be required as well as mechanisms to resolve disputes in the work of the JTSC.

4. **The JTSC shall have access to necessary resources, advisors and information the parties need in support of their decision making. The parties commit to a joint presentation to the current trustees with respect to the joint trusteeship establishment and costs incurred thereof. Compensation of the JTSC members shall be the responsibility of the organization that appointed its members. The JTSC shall be made up of two (2) CUPE, two (2) SEIU – West, two (2) SGEU and six (6) Employer representatives. Upon agreement of the signatory parties, additional Health Care Unions shall be invited to participate; upon agreement to participate, committee membership would be adjusted accordingly for both Union and Employer.**

5. **The JTSC shall make best efforts to produce a joint trust agreement or agreements as may be required, within twelve months of establishing the JTSC, but no later than the end of the terms of the Collective Agreements. The parties agree that the JTSC shall be a joint effort between the JTSC and the parties. Regular, transparent communication shall be required among and between the parties and the JTSC throughout the process.**

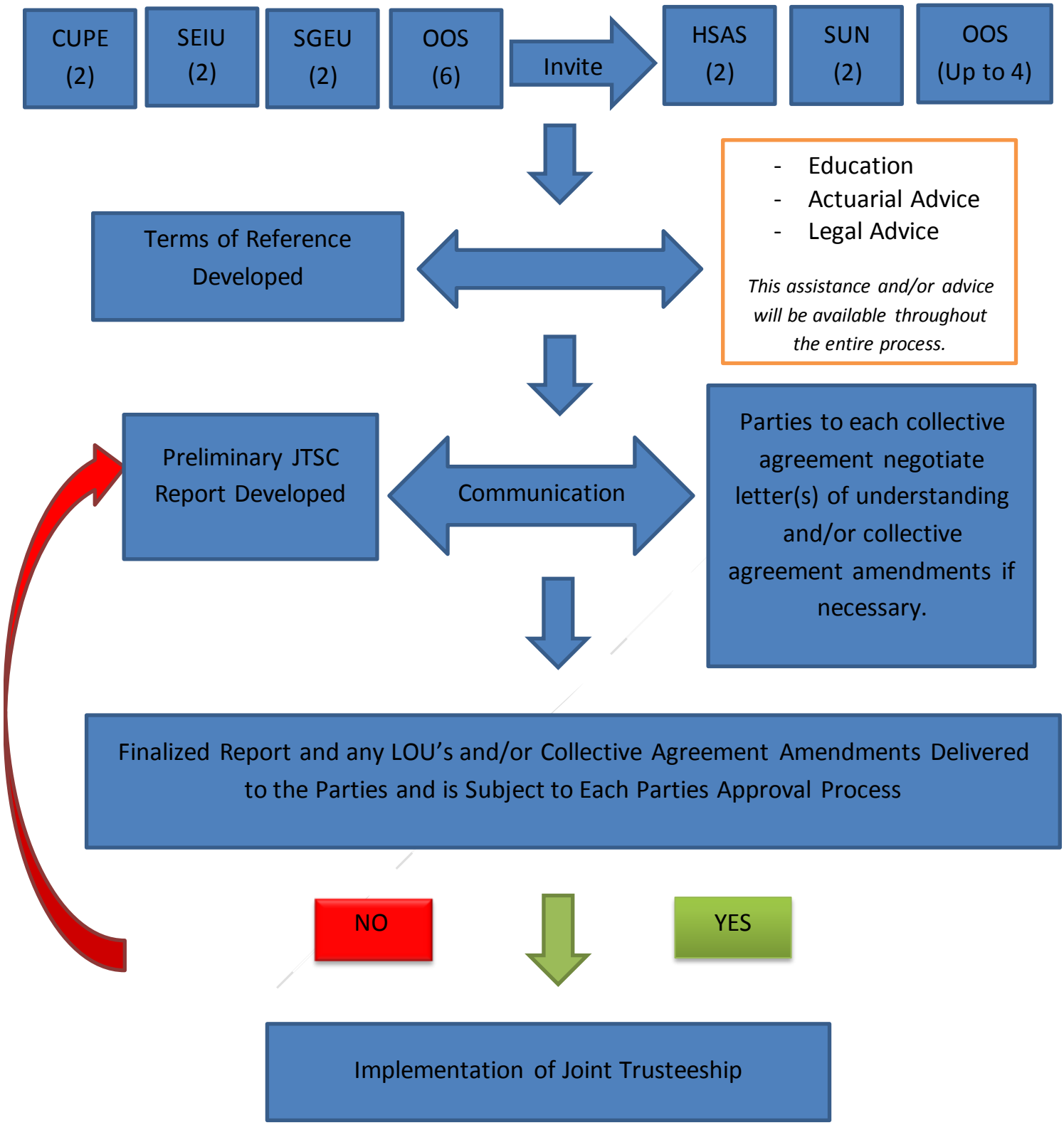
6. **The JTSC shall prepare a preliminary report setting out the joint trust agreement or agreements as may be required, which may include a trustee dispute mechanism, funding policies and any other documents deemed necessary by the JTSC. The parties will negotiate and prepare Letters of Understanding and/or Collective Agreement amendments for each CBA, as necessary. The final report will be turned over to the parties for approval by their own internal processes.**

7. **All parties signatory to this agreement commit to pursue further education including joint educational opportunities to allow for the pursuit of a joint trust agreement or agreements as may be required, from an informed perspective and common base of understanding.**

8. **Once joint trusteeship is established, any future changes to the level of benefits shall be agreed to in accordance with the joint trust agreement or agreements as may be required.**

9. **The newly formed joint trustee board will have the option to select an administrator for all in-scope benefit plans.**

10. **Funding policies developed by the Joint Trustee Steering Committee shall ensure Extended Health and Enhanced Dental Benefits equivalencies for all health care unions that are signatory to the jointly trusteed benefit plan.**



This algorithm is a reference document for illustration purposes only. It is not intended to form part of the Collective Agreement(s). The Collective Agreement(s) and Letters of Understanding are the official documents to be relied on.

LETTER OF UNDERSTANDING
#XX RE: MORATORIUM

There is a need for labour relations stability in the health care sector as a result of the creation of the Saskatchewan Health Authority.

Letter of Understanding
Between
SASKATCHEWAN HEALTH AUTHORITY (SHA)
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS Inc. (SAHO)
And
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE),
SERVICE EMPLOYEES INTERNATIONAL UNION – WEST (SEIU-West), and
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION (SGEU)
RE: Moratorium on Changes to Provider Unions Geographic Boundaries, Bargaining Unit Structure and Representation Rights

Preamble

SAHO, the SHA and the Provider Unions (CUPE, SEIU-West & SGEU) agree that there is a need for labour relations stability in the health care sector as a result of the creation of the Saskatchewan Health Authority.

SAHO and the SHA agree to a moratorium on initiating any application for an action or decision of the Saskatchewan Labour Relations Board (SLRB) that would affect, modify or change in any way, the current existing geographic boundaries and bargaining unit structure as described in the Provider Union certification orders as of August 1, 2017.

The Provider Unions agree to maintain the current bargaining unit structure for the duration of this Letter of Understanding.

The parties agree to commence discussions and/or negotiations to reach a single Collective Bargaining Agreement with common terms and conditions, allowing for variances as agreed to by the parties on or before March 31, 2021. These discussions and/or negotiations will not prejudice the parties' rights under *The Saskatchewan Employment Act.*

This Letter of Understanding does not apply to any applications that may be made to the SLRB respecting the transferring of employees from other Employers into the SHA who were not previously part of the SHA or its predecessor Regional Health Authorities. The terms of this Letter of Understanding apply to preserve the status quo of the existing geographic boundaries and existing Bargaining Unit structure.

This Letter of Understanding shall remain in force and effect until March 31, 2022.

This Letter of Understanding is independent of the Collective Bargaining Agreements and may be renewed by the parties.

LETTER OF UNDERSTANDING
#XX RE: APPLICATION OF EXISTING COLLECTIVE AGREEMENTS TO A PROVINCIAL HEALTH AUTHORITY

Letter of Understanding
Between
SASKATCHEWAN HEALTH AUTHORITY (SHA)
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS Inc. (SAHO)
And
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
SERVICE EMPLOYEES INTERNATIONAL UNION – WEST (SEIU-West)
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION (SGEU)

RE: Application of Existing Collective Agreements to a Provincial Health Authority

Preamble

On December 4, 2017 as set out in s. 3-4(4)(a) of The Provincial Health Authority and Health Services Act, the Saskatchewan Health Authority became the successor Employer for the twelve (12) former Regional Health Authorities.

The current SHA, SAHO and Provider Unions wish to maintain a respectful relationship and recognize the mutual value of joint discussions and/or negotiations in matters pertaining to the application of the collective agreements, and where necessary negotiate a Letter(s) of Understanding.

Purpose

The purpose of this document is for the parties to:

1. Establish a process to meet to discuss organized and orderly procedures to protect the rights of all parties;

2. Identify and consider the application of the governing collective agreements and come to a common agreement on an understanding of how the collective agreement(s) provisions will be applied within the SHA; and

3. Jointly determine a process for documenting these agreements (e.g. Letters of Understanding) and communicating this information to managers and employees.

The parties agree to the following:

1. The parties have a mutual interest in providing quality health care services and maintaining labour relations stability.

2. To meet a minimum of once every three (3) months and discuss application of Collective Agreement provisions and how they will be applied within the new SHA. The first meeting will be held thirty (30) days following the signing of this Letter of Understanding.

LETTER OF UNDERSTANDING
#XX RE: COMPENSATION FOR THE PROVIDER UNIONS

Letter of Understanding
Between
Saskatchewan Association of Health Organizations Inc. (SAHO)
And
Saskatchewan Health Authority (SHA)
And
Canadian Union of Public Employees (CUPE),
Service Employees International Union-West (SEIU-West), and
Saskatchewan Government and General Employees Union (SGEU)
(herein after referred to as the Provider Unions)

RE: Compensation for the Provider Unions

SAHO and the Employers agree to compensate the Provider Unions and their members for increases and improvements as identified below. This Letter of Understanding shall be applied for the term of the Provider Unions' collective agreements (April 1, 2017 – March 31, 2022). This Letter of Understanding expires midnight March 31, 2022.

If any of the new collective agreement(s) negotiated with Saskatchewan Union of Nurses (SUN), Health Sciences Association of Saskatchewan (HSAS) and/or Saskatchewan Government and General Employees Union – Saskatchewan Cancer Agency (SGEU-SCA) contain a greater general wage increase in any of the four (4) years (April 1, 2018 – March 31, 2019; April 1, 2019 – March 31, 2020; April 1, 2020 – March 31, 2021; April 1, 2021 – March 31, 2022) than what was agreed to with the Provider Unions, the difference in the percentage of the highest general wage increase will be added on the same year of the Provider Unions collective agreement and will have the same effective implementation date. There will be retroactive application of any such increase.

Should SUN, HSAS or SGEU-SCA receive a lump sum payment, the provider unions shall receive the greatest of the lump sum payments for the equivalent time period.

If any of the new collective agreement(s) negotiated with Saskatchewan Union of Nurses (SUN), Health Sciences Association of Saskatchewan (HSAS) and/or Saskatchewan Government and General Employees Union – Saskatchewan Cancer Agency (SGEU-SCA) contain increases to shift differential/premium, weekend differential/premium, standby payment/premium and/or the monthly vehicle/car allowance, the difference in the increase for each of the four (4) years (April 1, 2018 – March 31, 2019; April 1, 2019 – March 31, 2020; April 1, 2020 – March 31, 2021; April 1, 2021 – March 31, 2022) will be added on the same year. There will be no retroactive application of any such increase.

Notwithstanding the expiry date, should any of the other healthcare unions referenced above achieve any increases and improvements to general wage increase, shift differential/premium, weekend differential/premium, standby payment/premium, and/or the monthly vehicle/car allowance (CUPE 37.03(f), SEIU-WEST 13.14(d) and SGEU 19.01(e)) after March 31, 2022, applicable in any of the four (4) years (April 1, 2018 – March 31, 2019; April 1, 2019 – March 31, 2020; April 1, 2020 – March 31, 2021; April 1, 2021 – March 31, 2022) than what was agreed to

with the Provider Unions, such increases and improvements shall be added to the Provider Unions' Collective Agreement(s). This shall also apply to lump sum payments.

Increases and improvements experienced as a result of this Letter of Understanding shall be applied permanently to the terms of the Provider Union collective agreement(s).

In no instance will the increase(s) be greater than the difference between the Provider Unions compensation for general wage, shift differential/premium, weekend differential/premium, standby payment/premium and monthly vehicle/car allowance (which may include no increase(s)) and the negotiated increase(s) of the highest of the other health care unions referenced above. This shall also apply to lump sum payments.

The purpose of this Letter of Understanding is to ensure equitable increases and improvements amongst the Health Care Unions for shift differential/premium, weekend differential/premium, standby payment/premium, and monthly vehicle/car allowance and therefore at no time will this Letter of Understanding result in greater compensation for the Provider Unions than the highest negotiated for SUN or HSAS or SGEU-SCA for the time period of April 1, 2018 to March 31, 2022. This shall also apply to lump sum payments.

The following is provided for the purposes of interpretation:

a) Should SUN, HSAS or SGEU-SCA receive a $0.10 increase to shift differential/premium, and the Provider Unions did not receive a change to their shift differential/premium rates, a $0.10 increase will apply to the Provider Unions shift differential/premium rates.

b) Should SUN, HSAS, or SGEU-SCA receive a 2% general wage increase and the Provider Unions received a 1% general wage increase, a further 1% general wage increase for the equivalent time period, including retroactive pay, will apply to the Provider Unions collective agreement general wage increase.

c) Should SUN receive a $0.10 increase to shift differential/premium in 2019-20 and the Provider Unions did not receive a change to their differential/premium rates, a $0.10 increase will apply to the Provider Unions shift differential/premium rates on the same year SUN receives the increase. If in 2020-21 HSAS receives a $0.15 increase to shift differential/premium rates, a $0.05 increase will apply to the Provider Unions shift differential/premium rates on the same year HSAS received the increase. The Provider Unions would receive the additional $0.05 as that is the highest negotiated rate.

d) Should SUN negotiate a lump sum payment of $200 in 2019-20 and the Provider Unions did not receive a lump sum payment, a lump sum payment would be paid to the Provider Unions. If in 2020-21 HSAS negotiates a lump sum payment of $150, there would be no additional lump sum payment made to the Provider Unions as the highest negotiated lump sum payment has already been paid. If in 2020-21 HSAS negotiates a lump sum payment of $300, the Provider Unions would receive an additional lump sum payment of $100 as that would equal the highest negotiated lump sum payment.

The parties agree that the current SEIU-West/SAHO collective agreement, shall be maintained in its entirety, including all current Letters of Understanding, Memorandums of Agreement, Letters

of Intent and/or Interpretation and Appendices, with the exception of those proposals that have already been agreed to at the individual and/or coalition bargaining tables and are included in this Memorandum of Agreement. Terms and conditions that have anniversary dates shall be renewed and updated as per past practice with the exception of proposals contained herein.

APPENDIX V

BETTER THAN VACATION PROVISIONS

A. In accordance with Article **16.10**, 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 ½) 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 ½) 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 ¼) 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 ½) 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 ½) 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 ½) 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 ¼) 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 ½) 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:**

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-West provisions currently having a vacation credit entitlement greater than the SEIU-West 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.

APPENDIX VII
FINAL ADJUDICATION OF DISABILITY PLAN APPEALS

The parties hereby agree to follow the provisions of the Multi-Party Memorandum of Agreement regarding Final Adjudication of Disability Income Plan Appeals as set out below:

Memorandum of Agreement
Between
Canadian Union of Public Employees
Service Employees International Union
Saskatchewan Union of Nurses
Health Sciences Association of Saskatchewan
Saskatchewan Government and General Employees' Union
Retail Wholesale and Department Store Union
And
Saskatchewan Association of Health Organizations

The parties hereby agree to the following:

With respect to the **3sHealth** Disability Income Plans, there shall be a final independent adjudication of Disability Income Plan appeals established in accordance with the following principles and provisions:

a) **3sHealth's** present internal appeal process shall remain in place;

b) Written request for final independent adjudication, or notice of intent to request a final independent adjudication, must be received within 60 calendar days after **3sHealth's** final

internal appeal decision is communicated in accordance with current practice;

c) The 60 calendar day time limit may be waived upon mutual agreement between **3sHealth** and the union(s) where extenuating circumstances are presented;

d) Employees whose final internal appeal decision from **3sHealth** is dated from April 1, 2002 to the date of signing of this agreement, shall have 60 days from the date of signing of this agreement to request a final independent adjudication of their claim.

e) An "agreed to" form shall be developed and made available to facilitate appellant request for adjudication;

f) The current "Your Right to a Review" pamphlet and the **3sHealth** Disability Income Plan Texts shall be amended to include the final independent adjudication process;

g) **3sHealth** Group Life Insurance Plan coverage shall be provided on a waiver of premium basis upon receipt of a request for final independent adjudication within the 60 day time limit and Saskatchewan Government Employees' Union be maintained up to the date of the Adjudicator's decision;

h) **3sHealth** shall deliver the appellant's entire disability claim file to the Adjudicator within five (5) working days of the receipt of the written request for final independent adjudication. All material in the appellant's file in **3sHealth's** possession shall be forwarded to the Adjudicator;

i) The appellant has the right to review the entire disability claim file at any time prior to delivery of the file to the Adjudicator. Copies of documents shall be provided to the appellant upon request;

j) The parties shall agree on the initial selection of Adjudicator(s);

k) A committee, separate from the provincial Employee Benefits Committee, shall have responsibility for the ongoing monitoring, evaluation, appointment and retention of the Adjudicator(s);

l) The above committee shall meet twice a year in Regina and shall consist of twelve members: six employer representatives, plus one representative from each of CUPE, SEIU, SUN, HSAS, SGEU and RWDSU;

m) **3sHealth** shall provide copies of all decisions of the Adjudicator (ensuring all personal identifying data is removed) to the members of the above committee on an "as they occur" basis for the initial six months from implementation of the final independent adjudication process. After the initial six months, copies shall be provided to the twelve members as a "package" prior to each scheduled meeting of the provincial Employee Benefits Committee;

n) The appellant may submit any written documentation or material in support of his/her claim within five (5) working days of submission of request for final independent adjudication. Such time to submit supporting documentation or material may be extended upon request of the appellant;

o) Cost of the final independent adjudication shall be borne by the respective **3sHealth** Disability Income Plan fund;

p) The Adjudicator's review shall be based on written documentation only. Adjudication shall be held in abeyance if medical evidence in support of a request for final independent adjudication is provided to the Adjudicator which was not made available, or was not available, to **3sHealth** prior to the completion of the final stage of **3sHealth's** internal appeal process;

q) The Adjudicator's review shall be held in abeyance where a statement of claim is issued or upon submission of a grievance, and will be terminated upon final determination of either a statement of claim or grievance or where the appellant withdraws their appeal in writing. If the appellant issues a Statement of Claim and then files a Notice of Discontinuance, the appeal before the Adjudicator may continue. If the appellant withdraws the grievance, the

appeal may continue;

r) The Adjudicator shall operate under the agreed to Terms of Reference for the Adjudicator;

s) Decisions of the Adjudicator shall be reached and communicated to the appellant and/or the appellant's representative (on receipt of written authorization), and **3sHealth** in accordance with the agreed to Terms of Reference for the Adjudicator;

t) Decisions of the Adjudicator shall be final and binding on **3sHealth's** Disability Income Plans;

u) **3sHealth** shall not appeal any decision of the Adjudicator to the Court of Queen's Bench;

v) The decision of the Adjudicator shall not be final and binding on the appellant;

w) The appellant may appeal the decision to the Court of Queen's Bench.

The parties hereto have affixed their signatures this 7th day of, March, A.D. 2019.

SIGNED ON BEHALF OF THE SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS INC.

SIGNED ON BEHALF OF THE SERVICE EMPLOYEES INTERNATIONAL UNION - WEST