



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5430**

**AND**

**SASKATCHEWAN ASSOCIATION  
OF HEALTH ORGANIZATIONS INC.**

**APRIL 1, 2022 TO MARCH 31, 2023**

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**April 1, 2022 – March 31, 2023**

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## **ARTICLE 1 – PURPOSE**

### **1.01 Purpose of this Agreement**

It is the purpose of this agreement to provide a framework that:

- a) represents a respectful relationship between SAHO, CUPE, the employer(s), the local of the union, and employees in the bargaining unit of the union and provides just working conditions;
- b) recognizes the mutual value of joint discussions and negotiations in all matters pertaining to working conditions; and
- c) promotes morale, well being, and security of all employees in the bargaining unit in an atmosphere of mutual dignity and respect.

## **ARTICLE 2 – RECOGNITION**

### **2.01 Recognition**

- a) SAHO and the employer(s) agree to recognize the union as the sole bargaining agent for the employees covered by this agreement and SAHO as the sole bargaining agent for the employer(s).
- b) The union agrees to recognize SAHO as the **designated** employer's organization and sole bargaining agent.

### **2.02 No Other Agreements**

- a) No employee(s) or local of the union shall be required or permitted to make a written or verbal agreement with SAHO or an employer(s) or any of their designated representatives which may conflict with the terms of this agreement.
- b) No employer(s) shall be required or permitted to make a written or verbal agreement with the union or local of the union or any of their designated representatives which may conflict with the terms of this agreement.

## 2.03 **Union Representatives at Employer(s) Meetings**

- a) Union representatives shall have the right to attend any meetings the employer(s) and/or employer representatives have with employees pertaining to labour relations matters. Up to two (2) representatives shall suffer no loss of pay or benefits.
- b) Notwithstanding Article 12 – Provincial Dispute Resolution Committee and Article 11.09 c) – Full Panel Arbitration, any employee requested to meet formally with the employer(s) shall, prior to the commencement of such meeting, be informed of the nature of the discussion and informed of their right to have a union representative present at the meeting.

## **ARTICLE 3 – SCOPE**

### 3.01 **Scope**

This agreement shall cover all employees represented by the union pursuant to an order of the Labour Relations Board unless mutually agreed otherwise by the union and the employer(s).

Unless agreed otherwise by the local of the union and the employer(s), all newly created CUPE related positions shall be placed within the scope of the bargaining unit in accordance with the process outlined by the Labour Relations Board.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

### 4.01 **Management Rights**

The union acknowledges that it is the right of the employer(s) to manage its operation and to direct the working force. Management rights as set out in this agreement are subject to the terms of the collective agreement.

## **ARTICLE 5 – DEFINITIONS**

- 5.01 **Permanent Employee:** shall mean any employee in the bargaining unit who has successfully completed a probationary period in accordance with Article 22.01 – Probation.

5.02 **Full-Time Employee:** shall mean an employee in the bargaining unit who is scheduled to work the normal hours of work as defined in Article 27 – Hours of Work as per their letter of appointment.

5.03 **Part-Time Employee:** shall mean an employee in the bargaining unit who works less than the normal hours as defined in Article 27 – Hours of Work as per their letter of appointment.

A part-time employee may apply for a relief posting through the application process for the purpose of working hours additional to those stipulated in the letter of appointment to a maximum of the normal hours of work of a full-time employee.

5.04 **Relief Employee:** shall mean an employee in the bargaining unit who works on a call-in basis or works assigned relief shifts as per Article 27.04 – Assignment of Relief Work.

5.05 **Temporary Position:** shall mean a position in the bargaining unit on a temporary basis which shall exist for a stated period of time and which shall cease to exist at the end of such time unless extension is agreed upon in writing between the employer and the local of the union.

5.06 **Employer:** shall mean an Affiliate or Regional Health Authority as identified in Appendix I.

**Effective October 23, 2022, the language in 5.06 DEFINITIONS Employer above is removed and replaced with the new language in 5.06 DEFINITIONS Employer below:**

5.06 **Employer:** shall mean an Affiliate or **the Saskatchewan Health Authority** as identified in Appendix I.

5.07 **Bargaining Unit:** shall mean one multi-employer(s) unit for each geographic health region comprised of employees covered under the scope of this agreement.

**Effective October 23, 2022, the language in 5.07 DEFINITIONS Bargaining Unit above is removed and replaced with the new language in 5.07 DEFINITIONS Bargaining Unit below:**

5.07 **Bargaining Unit:** shall mean **all** employees covered under the scope of this agreement.

5.08 **CUPE and Union:** shall mean the Canadian Union of Public Employees.

- 5.09 **Geographic Health Region:** shall mean the geographic boundaries of each Regional Health Authority.
- 5.10 **Local of the Union:** shall mean a local of the union chartered by the Canadian Union of Public Employees for the bargaining unit.
- 5.11 **SAHO:** shall mean the Saskatchewan Association of Health Organizations Inc. or successor organization.
- 5.12 **The Parties:** shall mean SAHO and CUPE.
- 5.13 **Transfer:** shall mean the movement of an employee from one position to another with the same pay band.
- 5.14 **Promotion:** shall mean the movement of an employee to a higher pay band.
- 5.15 **Demotion:** shall mean the movement of an employee to a lower pay band.
- 5.16 **3sHealth:** shall mean Health Shared Services Saskatchewan (3sHealth).

The parties also agree to change the designation “SAHO” or “Saskatchewan Association of Health Organizations” to “3sHealth” within the collective agreement wherever 3sHealth has become the body responsible for the administration of a benefit program or payroll process or any other appropriate program. The intent of this agreement is housekeeping in nature is not intended to change the interpretation or application of the terms of the collective agreement.

**Effective October 23, 2022, the language in 5.09 DEFINITIONS Geographic Health Region above is removed, the remainder articles are renumbered, and the language in 5.10 DEFINITIONS Local of the Union is removed above and replaced with language in 5.09 DEFINITIONS Local of the Union below:**

- 5.09 **Local of the Union:** shall mean the provincial local as chartered by the Canadian Union of Public Employees for the bargaining unit. **It is comprised of five (5) CUPE Regions as provided in Appendix I.**
- 5.10 **SAHO:** shall mean the Saskatchewan Association of Health Organizations Inc. or successor organization.
- 5.11 **The Parties:** shall mean SAHO and CUPE.



- 5.12 **Transfer:** shall mean the movement of an employee from one position to another with the same pay band.
- 5.13 **Promotion:** shall mean the movement of an employee to a higher pay band.
- 5.14 **Demotion:** shall mean the movement of an employee to a lower pay band.
- 5.15 **3sHealth:** shall mean Health Shared Services Saskatchewan (3sHealth).

The parties also agree to change the designation “SAHO” or “Saskatchewan Association of Health Organizations” to “3sHealth” within the collective agreement wherever 3sHealth has become the body responsible for the administration of a benefit program or payroll process or any other appropriate program. The intent of this agreement is housekeeping in nature is not intended to change the interpretation or application of the terms of the collective agreement.

## **ARTICLE 6 – WORK OF THE BARGAINING UNIT**

### **6.01 Use of Volunteers**

- a) The use of volunteers will not be precluded providing they are over and above regular staffing complements and their utilization does not result in the direct layoff of any employee covered by this agreement, nor will volunteers be used to fill established or newly created positions within the bargaining unit.
- b) Volunteers shall not receive any wages or remuneration for the activities they perform. The employer may offer gratuities and/or gifts of a nominal value.

### **6.02 Restrictions on Subcontracting and Contracting out**

In order to provide job security for the members of the bargaining unit, the employer(s) agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-bargaining unit employee, unless it can be established by the employer(s) that contracting out of such services will significantly increase the cost effectiveness and maintain the quality of health services provided.

Before any work is contracted out, **management** will discuss its intentions with the **local of the union**. In such discussions, the **employer(s)** will fully disclose its reasons for the tentative decision to contract or subcontract such work and give the **local of the union** an opportunity to suggest ways which the work might otherwise be performed. In the event the **employer(s)**' action is disputed, prior to any contracting out, the dispute will be forwarded directly to expedited arbitration for settlement.

In the case of existing contracts, provided the **local of the union** can establish the bargaining unit can maintain the cost effectiveness and quality of health services provided, the **employer(s)** agrees not to renew the contract or shall terminate within the condition of such contract.

It is agreed that transfer of services within the bargaining unit between the Health Care Employer(s) does not constitute contracting out.

#### 6.03 **Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit, except in cases of emergency or as mutually agreed by the parties.

#### 6.04 **Work Experience, Fine Options, and/or Training Program**

Excluding practicum placements, upon mutual agreement between the parties, programs inclusive but not limited to **fine options, work experience, Can Sask, and job shadowing** may be introduced in the workplace.

Program participants/trainees shall be supernumerary to the regular staff complement in that **department**.

The **union** shall be notified of details regarding all practicum placements prior to their implementation.

### **ARTICLE 7 – UNION SECURITY/DUES CHECKOFF**

#### 7.01 **Union Membership**

Every **employee** who is now or hereafter becomes a member of the **union** shall maintain membership in the **union** as a condition of employment and every new **employee** whose employment commences hereafter shall, within thirty (30) days after the commencement of employment apply for and maintain membership in the **union** as a

condition of employment provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall as a condition of employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

**Effective October 23, 2022, the language in 7.01 UNION SECURITY/DUES CHECK OFF Union Membership above is removed and replaced with the new language in 7.01 UNION SECURITY/DUES CHECK OFF Union Membership below:**

### **7.01 Union Membership**

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

### **7.02 Dues Checkoff**

The employer shall deduct initiation fees, assessments, and periodic dues from the earnings of each employee in accordance with the procedure designated by the union. Such deductions shall be assessed from the date of employment and remitted to the person designated by the local of the union on or before the tenth (10<sup>th</sup>) of the month following the month in which deductions were made.

Information to be sent to the local of the union secretary-treasurer shall include:

- Employee names
- Telephone numbers for all employees
- Facility name for all employees
- Classification for all employees
- Department for all employees
- Quarterly address list
- Total earnings for all employees
- Regular earnings for all employees
- Actual hours worked

- Number of full-time employees
- Number of part-time employees
- Number of relief employees
- By employer, the amount of dues deducted from each employee
- The amount of dues deducted for all employees

The local of the union shall notify the employer in writing with a copy to 3sHealth, of the amount of dues to be deducted from the employee's earnings not less than twenty-eight (28) calendar days before the effective date of any change to the dues checkoff.

**7.03 Statement of Staff Changes**

The employer shall provide a monthly statement listing appointments, promotions, demotions, and separations with the date of termination, hirings, and appointments, sent to the secretary-treasurer of the local of the union.

**7.04 Dues Authorization**

The local of the union shall furnish the employer(s) with dues authorization cards. The employer(s) agrees to have all new employees sign the dues authorization cards within thirty (30) days of commencement of employment.

**7.05 Dues Receipts**

The employer(s) agrees to record all union dues paid in the previous year on the employee's income tax (T4) slips.

**ARTICLE 8 – RESPONSIBILITIES**

**8.01 New Employees**

- a) The employer(s) agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in Article 7 – Union Security/Dues Checkoff of this agreement;
- b) On commencement of employment, the employee shall be introduced to the union steward or representative. A representative of the union shall be given an opportunity to orientate new employees within regular hours and without loss

of pay for a maximum of one hour, during the first month of employment. The purpose of this orientation for new employees is to discuss the benefits and duties of the union membership and their responsibilities and obligations to the employer(s) and the union. The representative will provide the employee with a copy of the collective agreement.

## 8.02 **Policy**

The employer(s) shall make available all policy statements affecting employees who are members of the bargaining unit. The employer(s) will forward a copy of all new or revised policy statements to the secretary of the local of the union.

## 8.03 **Organizational Charts**

- a) The employer(s) agrees to provide a copy of an up-to-date organizational chart, with the names, to the local of the union including members of joint committees;
- b) The local of the union shall supply the employer(s) with an up-to-date list of union representatives and members of joint committees.

# **ARTICLE 9 – EMPLOYEE RECORDS**

## 9.01 **Personnel File**

Upon prior arrangements with administration, an employee shall have access to and review his/her personnel file with the exception of pre-employment references contained therein.

An employee shall have the right to obtain copies of any material, excluding pre-employment references, in his/her personnel file.

## 9.02 **Employee Performance Review**

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

However, the employee shall have the right to respond in writing to such review within fourteen (14) days and such response shall become part of the file.

## **ARTICLE 10 – DISCIPLINE/DISCHARGE**

### **10.01 Documents on Employee’s File**

A copy of any document or other information placed on an employee’s file which might at any time be used as the basis for disciplinary action, shall be supplied concurrently to the employee and to the local of the union. Responses to any document shall, upon the request of the employee, be added to the employee’s file. Said document shall be removed after two (2) years.

Prior to being placed in the employee’s file, all documents must be signed and dated by the employee. Such signature shall not constitute agreement to said document.

### **10.02 Documentation of Disciplinary Action**

- a) When an employee is dismissed, reprimanded, or suspended, the employer shall advise the employee in writing of the reasons for the action taken and a copy shall be submitted to the local of the union at that time.
- b) If the employee concerned wishes to respond they may do so in writing and such response will become part of the documentation. At the employee’s request a copy of his/her response shall be forwarded to the local of the union.
- c) Nothing from the employee’s file may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- d) Documentation of disciplinary action shall be removed from the employee’s file provided there has been no further discipline of a similar nature rendered within two (2) years of the initial discipline.

Documentation of disciplinary action concerning client abuse shall be subject to a five (5) year time limit.

### 10.03 **Progressive Discipline**

Except in cases of gross misconduct, the employer(s) agrees that progressive discipline will be used in dealing with employees whose job performance and/or conduct is not satisfactory.

### 10.04 **Presence of a Union Representative**

In cases where the employer(s) considers an employee's conduct to warrant disciplinary action (dismissal, suspension, verbal, or written reprimand) no step shall be taken other than in the presence of a union representative. The employee shall have an opportunity to state his/her side of the case in advance of discipline being imposed.

It is also agreed that:

- a) in cases of discipline, in subsequent proceedings or arbitration hearings, evidence shall be limited to the grounds stated in the written discharge or discipline notice to the employee and the local of the union;
- b) the local of the union and the employee shall receive a minimum of four (4) hours' notification of any meeting related to an employee's conduct. The notice provided shall include information pertaining to the purpose of the meeting, including, but not limited to, whether the meeting involves the employee's personnel record, job performance, or sick incident usage. The union representative shall be given a reasonable opportunity to meet with the employee with no loss of pay or benefits prior to the employee's scheduled meeting with the employer.

### 10.05 **Suspension Pending Investigation**

Suspension pending investigation is not considered discipline. The employer shall render its decision regarding discipline no later than ten (10) calendar days from the date of the suspension, except as otherwise agreed between the employer and the local of the union. For benefit purposes while suspended without pay, the employee shall be treated as if on leave without pay.

Where the suspension is without pay and the 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 shall be credited with earned benefits by the employer.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

### **11.01 Purpose**

CUPE and SAHO agree the best resolution of a dispute is one worked out between the parties without recourse to a third party in a manner that is just and equitable. It is not the intention of either SAHO, the employer(s), or the union to evade the settlement of disputes on a procedural technicality. The objective is to provide a process which will assist the parties in reaching a mutually acceptable settlement as expeditiously as possible.

However, any claim by an employee to be a violation of Saskatchewan legislation shall be processed under that legislation and both parties agree to abide by the ruling.

### **11.02 Definition of a Grievance**

A grievance shall be defined as any difference or dispute between the employer(s) and the union.

### **11.03 Union and Employer(s) Designates**

The local of the union shall submit, in writing, to the employer(s), the names of the union representatives designated to deal with grievances and any subsequent changes. The employer(s) shall submit, in writing to the local of the union, the names of the individual(s) designated to deal with grievances and of any subsequent changes.

### **11.04 Permission to Leave Work**

#### **a) Meeting with Employee(s)**

Any employee(s) who feel they have been aggrieved may request permission from their supervisor or designate to leave work temporarily, in order to discuss the complaint with a local union representative within the facility or agency. Neither the employee(s) nor the local union representative shall suffer loss of pay. Suitable arrangements for an appropriate time and location for such discussions must be made. Such discussions shall take place as soon as possible.

#### **b) Meeting with Employer(s)**

The employer agrees that one local union representative as identified in Article 11.03 – Union and Employer(s)



Designates may leave assigned duties temporarily in order to discuss matters covered by the grievance provisions with the employer.

Where a dispute involves a question of general application or interpretation and affects employees of more than one department or facility/agency, the employer agrees that up to three (3) local union representatives as per Article 11.03 – Union and Employer(s) Designates may leave assigned duties in order to discuss matters covered by the grievance provisions.

Such local union representatives shall not suffer any loss in pay for the time spent meeting with the employer. Employer and local union designate must make suitable arrangements for an appropriate time and location for such discussions.

#### **11.05 Step 1 – Informal Discussion**

- a) It is understood that before a grievance is submitted at Step 2 the local of the union shall attempt to resolve the dispute through discussion with a supervisor designated by the employer. This discussion shall take place within fourteen (14) calendar days of discovery of cause for complaint. If the matter is not settled to the local of the union's satisfaction, the local of the union may proceed to Step 2 of the grievance procedure.
- b) Notwithstanding 11.05 a), where a dispute involves a question of a general application or interpretation which affects more than one (1) employee, the local of the union or CUPE may bypass this article and commence with Article 11.06 – Step 2 – Grievance to Employer Designate.

#### **11.06 Step 2 – Grievance to Employer Designate**

Failing resolution of the difference through the informal discussion, the local of the union may, within fourteen (14) calendar days of the informal discussion in Article 11.05 – Step 1 – Informal Discussion, submit a written and signed grievance to the employer designate setting out the following:

- a) the nature of the grievance and the circumstances out of which it arose;
- b) the remedy or correction required to resolve the grievance.

The employer designate shall discuss the grievance with the local union representative within fourteen (14) calendar days of receipt of the grievance and shall render a written decision within fourteen (14) calendar days of the discussion.

#### 11.07 **Investigation**

At any stage of the grievance procedure, the parties may have the assistance of employees concerned as witnesses. All reasonable arrangements will be made to permit the parties access to the employer(s)' premises to view any working conditions relevant to settlement of the grievance. The local of the union and employer(s) agree that, on request, appropriate information relevant to settlement of the grievance will be made available.

#### 11.08 **Extension of Time Limits**

The time limits set out above may be extended by agreement between the employer(s) and the local of the union.

#### 11.09 **Dispute Resolution Options**

Failing satisfactory settlement of the grievance at the second step, the matter may be referred, within twenty-eight (28) calendar days to any of the following:

a) **Provincial Dispute Resolution Committee**

Prior to arbitration, by mutual agreement between the employer and the local of the union, the grievance may be referred to the Provincial Dispute Resolution Committee referred to in Article 12. Requests for referral by either party must receive a response within fourteen (14) calendar days of receipt of the request. Upon agreement to refer the grievance to Dispute Resolution, the parties shall agree to meet within fourteen (14) calendar days to review all documentation and complete a statement of facts pertaining to said grievance. Termination grievances shall not be referred to the Provincial Dispute Resolution Committee.

b) **Expedited Arbitration**

i) By mutual agreement between the employer and the local of the union, the grievance may be referred to expedited arbitration and the parties may agree to use

one of the following persons who shall act as a single arbitrator in the expedited process:

- 1) Allen Ponak
  - 2) Dan Ish, Q.C.
  - 3) Sheila Denysiuk Q.C.
- ii) The arbitrator shall convene a hearing within twenty-eight (28) calendar days of written notification.
  - iii) The arbitrator shall render a decision within two (2) working days of such hearings. No written reasons for the decision will be provided beyond that which the arbitrator deems appropriate to convey a decision. The decision of the arbitrator will be final and binding.
  - iv) The arbitrator shall not have the power to change this agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the arbitrator shall have the power to dispose of the grievance by an arrangement which he/she deems just and equitable.
  - v) Expedited arbitration awards shall have no precedential value.
  - vi) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
  - vii) The cost of fees and expenses of the arbitrator will be equally shared.
  - viii) The grievor(s), union representative(s), and supervisor(s) who are party to the case shall be granted leave with pay to be present at the hearing.
- c) Full Panel Arbitration

Failing mutual agreement to a) or b) above, either the local of the union or the employer may refer the grievance to Full Panel Arbitration and a Board of Arbitration shall be established in accordance with *The Saskatchewan Employment Act*. If it is not so referred, the grievance shall be deemed to be settled.

i) Certain Rules and Procedures Applying

The rules and procedures set forth in *The Saskatchewan Employment Act* shall apply to any arbitration proceedings under this agreement as though the arbitrator were an Arbitration Board.

ii) Procedure of an Arbitration Board

The Chairperson of the Arbitration Board shall fix the time and place of sittings after consultation with the nominees and notify the parties.

The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Arbitration Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure.

iii) Decision of an Arbitration Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. There shall be no lockout by the employer(s) and no stoppage of work by the union because of the grievance being arbitrated.

The decision shall be final, binding, and enforceable on both parties.

The Board shall not have the power to change this agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the Board shall have the power to dispose of the grievance by an arrangement which it deems just and equitable.

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson to reconvene the Board to clarify the decision, which it shall do within thirty (30) working days.

iv) Expenses of the Arbitration Board

a) The Board:

The local of the union and the employer shall pay the fees and expenses of its nominee and one-half (1/2) of the fees and expenses of the Chairperson.

b) Arbitration Witnesses:

In the event an employee is called as a witness before an Arbitration Board, leave and expenses shall be applicable as follows:

- i) if called by the employer, leave without loss of pay and expenses paid by the employer;
- ii) if called by the local of the union, leave without loss of pay and expenses paid by the local of the union;
- iii) if called by the Board, leave without loss of pay and expenses shared equally by the local of the union and the employer;
- iv) if a witness is subpoenaed, the party requesting the subpoena shall be deemed to have called the witness.

## **ARTICLE 12 – PROVINCIAL DISPUTE RESOLUTION COMMITTEE**

### **12.01 Committee Membership**

The committee shall be comprised of six (6) members, three (3) union and three (3) employer appointees or their alternates.

### **12.02 Committee Mandate**

It is the mandate of the committee to either resolve the dispute/issue or submit it to either expedited arbitration or full panel arbitration.

## 12.03 **Committee Process**

- a) Once the employer and the local of the union have submitted a grievance to the committee, it is understood that resolution of the grievance is at the discretion of the committee.
- b) The committee shall meet every four (4) months or as mutually agreed to review all outstanding grievances to determine what process is suitable for resolving each grievance or group of grievances.
- c) The committee will approach each grievance by attempting to ascertain the facts and determine a resolution. Failing resolution, the committee agrees to determine the appropriate course of action to resolve the matter through expedited arbitration or full panel arbitration.
- d) The committee's decisions shall be released to the employers and local unions within twenty-one (21) days after the decision is made, except in extenuating circumstances.

Nothing in this article will preclude the local of the union and employer(s) from establishing a similar process within the Regional Health Authority.

**Effective October 23, 2022, the language in 12.03 PROVINCIAL DISPUTE RESOLUTION COMMITTEE Committee Process above is removed and replaced with new language in 12.03 PROVINCIAL DISPUTE RESOLUTION COMMITTEE Committee Process below:**

Nothing in this article will preclude the local of the union and employer(s) from establishing a similar process **locally or** within a **CUPE Region as per Appendix I.**

## **ARTICLE 13 – UNION/MANAGEMENT COMMITTEE**

### 13.01 **Union/Management Committee**

All employer(s) in the Regional Health Authority and the local of the union shall create a union/management committee with the following guidelines:

**Effective October 23, 2022, the language in 13.01 UNION/MANAGEMENT COMMITTEE Union/Management Committee above is removed and replaced with the new language in 13.01 UNION/MANAGEMENT COMMITTEE Union/Management Committee below:**

**13.01 Union/Management Committee**

All employer(s) and the local of the union shall create union/management committees with the following guidelines:

- a) Purpose
  - i) To foster and promote effective communication, mutual respect, understanding, and confidence between the employer(s) and the local of the union and their respective memberships;
  - ii) To discuss and agree upon matters of mutual concern as may arise in the continued enhancement and operation of the health care system;
  - iii) To discuss and implement communication strategies which foster employer(s) and union member understanding and compliance of the agreements reached by the employer(s) and the local of the union.
  
- b) Membership
  - i) The committee shall be comprised of members representing the local of the union and the employer(s);
  - ii) The employer(s) and the local of the union shall be responsible for choosing their own representatives;
  - iii) Either the employer(s) and the local of the union may call or permit the attendance of resource personnel, at their own expense;
  - iv) One employee per agency/facility attending such committee meetings shall be released from duty without loss of pay or benefits;
  - v) Local of the union member's travel expenses shall be paid by the local of the union.

c) Meetings

- i) Regular meetings of the committee shall be held at mutually agreed dates, but shall be held no less than every four (4) months. However, in matters that require immediate attention, the committee will meet within ten (10) calendar days of written notice;
  - ii) The Chair of the committee shall alternate;
  - iii) Following consultation between co-chairs, agendas shall be prepared by the host chair at least ten (10) calendar days prior to each meeting, but this shall not restrict the right to raise issues without prior notice. Each co-chair shall be responsible for circulating the agenda to its representatives;
  - iv) A recording secretary will be provided by the host chair of the meeting. Minutes of the meetings shall be recorded and distributed to the committee members within twenty-eight (28) calendar days following the meeting. The recording secretary shall be released from duty without loss of pay or benefits.
- d) Employer/facility/agency specific issues shall be dealt with outside the union/management committee meeting as agreed to between the employer and the local of the union.

This article shall not preclude local of the union/management committees being established in individual facilities/agencies.

13.02 **Nursing Practice**

a) Nursing Policy Committee

Where the employer establishes committees to deal with nursing policies or procedures, the employer agrees to have Licensed Practical Nurses or Continuing Care Assistant representation on the committees. Employee representatives shall be selected by the local of the union.

b) No Loss of Pay

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



## **ARTICLE 14 – DISCRIMINATION**

### **14.01 Responsibility**

The employer(s) and the local of the union agree and recognize their responsibility to create a discrimination free workplace. The employer(s) agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, re-employment, discipline, classification, discharge, or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender identity/expression, sex, marital status, family status, place of residence, disability (subject to bonafide occupational requirements), nor by reason of his/her membership or activity in the union.

## **ARTICLE 15 – OCCUPATIONAL HEALTH & SAFETY**

### **15.01 Occupational Health and Safety**

- a) The local of the union and the employer(s), as a matter of principle, recognize that occupational health and safety is a shared concern. They will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological, and social well-being with respect to working conditions for all employees in accordance with *The Saskatchewan Employment Act* and the applicable regulations and it is further agreed that *The Saskatchewan Employment Act* and the applicable regulations form part of this collective agreement. There shall be no discrimination, no penalty, no intimidation, and no coercion when employees comply with this article.
- b) CUPE members participating on Joint Occupational Health and Safety Committees and performing their duties, as required by the committee, as outlined in *The Saskatchewan Employment Act* and the applicable regulations shall suffer no loss of pay or benefits.
- c) The legal Joint Occupational Health and Safety Committee(s) shall be the facility/agency committee.

**15.02 Time off for Health and Safety Training**

Where an employee attends a training program, seminar, or course of instruction on health and safety matters conducted or provided by the Occupational Health and Safety Division, or jointly between SAHO and CUPE, such attendance will be considered time worked and the employee shall suffer no loss of pay or benefits.

**15.03 Referral of Health and Safety Concerns**

An employee or group of employees who have a health and safety concern should endeavour to resolve the concern by referring the concern to the immediate supervisor or the OH&S Committee Co-Chair, who will investigate and take remedial action. Failing resolution of the health and safety concern, the employee(s) may take their concern to the local of the union.

**15.04 Transportation of Accident Victims**

Employees who require immediate care as a result of a workplace accident or workplace illness shall be transferred to and from the nearest practitioner or emergency service at the expense of the employer(s).

**15.05 Working Alone or Isolated Place of Employment**

Working alone means to work at a work site as the only worker of the employer(s) at that work site, in circumstances where assistance is not readily available in the event of injury, ill health, or emergency.

The employer(s) shall take all reasonably practicable steps to eliminate or reduce risks arising from the conditions and circumstances of working alone. The steps:

- a) Must include the establishment of an effective communication system that consists of:
  - i) radio communication;
  - ii) phone or cellular communication; or
  - iii) any other means that provides effective communication in view of the risks involved.
  
- b) May include any of the following:
  - i) regular contact by the employer with the employee;
  - ii) limitations on, or prohibitions of, specified activities;

- iii) establishment of minimum training or experience, or other standards of competency;
- iv) provision of personal protective equipment;
- v) establishment of safe work practices or procedures;  
or
- vi) provision of emergency supplies for use in travelling under conditions of extreme cold or other inclement weather conditions.

#### 15.06 **First Aid Kits**

The employer(s) shall provide and maintain a first aid kit for every work site.

#### 15.07 **Video Display Terminals**

- a) Where work demands constant and uninterrupted concentration on the screen by the operator, the employer will allow the operator five (5) minutes of non-visual display unit work after one (1) hour of operation and fifteen (15) minutes of non-visual display unit work after every two (2) hours of operation. The non-visual display unit work may coincide with regular breaks.
- b) The employer agrees to provide appropriate protective equipment and/or apparel for an employee during her pregnancy. Alternately, the employee may request and will be granted a temporary reassignment of duties for the duration of her pregnancy.

#### 15.08 **Managing Shift Work**

The employer, with the Occupational Health and Safety Committee must:

- a) assess the risks to the worker's health and safety posed by the work;
- b) inform the worker about the nature and extent of the risk and how to eliminate or reduce them.

#### 15.09 **Workload**

The Joint Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive workload concern(s). This mandate shall include the review of staffing levels, the responsibility to

investigate workload concerns, the responsibility to define the workload problem, and the responsibility to make recommendations to rectify the workload concern(s).

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 CUPE OH&S representatives and employer representatives.

The committee, or sub-committee, shall issue a report on their recommendations for solving the workload concern(s) to the employer and the local of the union within thirty (30) days of receiving the concern.

Within thirty (30) days, the employer shall advise the Joint Occupational Health and Safety Committee, or sub-committee, and the local of 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 local of the union, the workload concern(s) may be referred by either party to the Provincial Dispute Resolution Committee. The Provincial Dispute Resolution Committee will approach each workload concern by attempting to ascertain the facts and determine a resolution. Failing resolution, the committee will co-ordinate a mandatory mediation process to assist the employer and the local of the union in reaching a resolve to the workload concern that would be implemented.

The employer and the local of the union will equally share the costs associated with the mediation.

#### 15.10 **Training of Workers**

The employer shall ensure that a worker is trained in all matters that are necessary to protect the health and safety of the worker when the worker:

- a) begins work at the place of employment;
- b) is moved from one work activity or worksite to another that differs with respect to hazards, facilities, or procedures.

The training required must include:

- a) procedures to be taken in the event of a fire or other emergency;

- b) the location of first aid facilities;
- c) identification of prohibited or restricted areas;
- d) precautions to be taken for the protection of the worker from physical, chemical, or biological hazards;
- e) any procedures, plans, policies, and programs that the employer is required to develop pursuant to *The Saskatchewan Employment Act* or any regulations made pursuant to the Act that apply to the worker's work at the place of employment; and
- f) any other matters that are necessary to ensure the health and safety of the worker while the worker is at work.

The employer shall ensure that the time spent by a worker in the above training is credited to the worker as time at work, and that the worker does not lose pay or other benefits with respect to that time.

The employer shall ensure that no worker is permitted to perform work unless the worker:

- a) has been trained and has sufficient experience to perform the work safely and in compliance with *The Saskatchewan Employment Act* and the applicable regulations, or
- b) is under close and competent supervision.

#### 15.11 **Personal Protective Equipment**

The employer shall provide all employees with the necessary personal protective equipment to ensure their health and safety at the worksite. The above items shall be maintained and replaced at the employer's expense.

An employee who is provided with approved and/or certified personal protective equipment shall use such equipment and take reasonable steps to prevent damage to the personal protective equipment.

#### 15.12 **Communicable and Occupational Diseases**

In accordance with *The Saskatchewan Employment Act* and the applicable regulations, the employer will adopt safe rules and practices regarding communicable and occupational diseases caused by exposure at the place of employment.

The employer(s) agree, where possible, to reduce any contamination at the place of employment by a chemical substance, biological substance, or known carcinogen.

### 15.13 **Influenza/Quarantine**

Any time lost as a result of:

- immunization required by the Medical Health Officer in accordance with the *Saskatchewan Immunization Manual* or the *Canadian Immunization Guide*; or
- quarantine as determined by the Medical Health Officer; or
- being prohibited from working by the employer as a result of exposure to an infectious disease as a result of her employment;

shall not result in loss of pay or reduction of the employee's sick leave credits.

In the case of other than full-time employees, wages and benefits shall be based on the average number of paid hours in the last fifty-two (52) weeks preceding the date of such time lost or date of hire whichever is greater.

The employer agrees to provide immunizations as required for Health Care workers in accordance with the *Saskatchewan Immunization Manual* and the *Canadian Immunization Guide*.

## **ARTICLE 16 – EMPLOYEE & FAMILY ASSISTANCE PLAN**

### 16.01 **Program**

The employer shall maintain an Employee and Family Assistance program during the term of the collective agreement and agrees that, in the event changes to the program are required, discussions with the local of the union will occur. The program shall be voluntary and confidential, shall not be used as a disciplinary process and shall be provided at a location away from the worksite.

### 16.02 **EFAP Committee**

The employer shall establish a committee which includes representation from the employer(s) and the local of all unions. The number of employer representatives may be equal to, but shall not exceed, the number of union representatives. The committee shall be

responsible for the design and ongoing administration of the EFAP program.

The mandate of the committee shall include:

- Establish program direction, action strategies, policies, and procedures which include a process for referral and a list of approved service providers;
- Develop terms of reference to identify roles and responsibilities of the members;
- Provide education for EFAP committee members;
- Promote awareness and understanding of the EFAP among employees;
- Monitor and evaluate the operation of the plan in order to assess program needs, identify the overall effectiveness, and determine amendments where necessary;
- Develop a tool for evaluating the quality and effectiveness of the program;
- Prepare an annual report on the program to be reviewed jointly by the employer(s) and the local of the union(s);
- Determine resource requirements and funding strategies to support the program.

Time spent by EFAP committee members while performing duties consistent with their responsibility on the committee shall be considered time worked and they shall suffer no loss of pay or benefits.

## ARTICLE 17 – HARASSMENT

### 17.01 a) **Definition of Harassment:**

Harassment means any objectionable conduct, comments, or display by a person that is directed at a worker; and

is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, union activity or;

is repeated, intentional, sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential; or

is repeated, intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; or

constitutes a threat to the health or safety of the worker.

b) **Examples of Harassment**

Examples of harassment are:

- verbal abuse or threats;
- unwelcome remarks, jokes, innuendoes, or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexuality, etc.;
- displaying of pornographic, racist, or other offensive or derogatory pictures, cartoons, or printed matter;
- practical jokes which cause awkwardness or embarrassment;
- unwelcome invitations or requests, whether indirect, explicit, or intimidating;
- leering or other gestures;
- unnecessary physical contact such as touching, patting, pinching, or punching;
- physical assault; and
- bullying.

17.02 **Principle of Fair Treatment**

The principle of fair treatment is a fundamental one and both the employer(s) and the local of the union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

17.03 **Shared Responsibility**

The employer(s) and the local of the union acknowledge a shared responsibility to:

- prevent harassment;
- promote a safe, abuse-free working environment;
- uphold the philosophy of zero tolerance of harassment.



#### 17.04 **Co-operation**

Employees and local of the **union** representatives will be expected to co-operate with **management** in identifying situations, reporting promptly, and disclosing all information in order to facilitate the investigation.

#### 17.05 **Policy**

The **employer(s)** shall ensure a policy is developed jointly with the **local of the union** to address the issue of workplace harassment. The policy shall ensure that:

- individuals are aware of the seriousness with which the parties view harassment;
- incidents are jointly investigated in a prompt, objective, sensitive, and confidential manner not precluding the use of a third (3<sup>rd</sup>) party;
- the **employer** will provide the **local of the union** with written documentation related to any formal harassment investigation including the complaint, conclusions, and recommendations;
- the necessary corrective action is taken;
- Employees/Managers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs and where applicable, how to carry out an investigation. Such training shall be considered time worked and the **employee** shall suffer no loss of pay or benefits.

#### 17.06 **Attempt to Resolve**

- a) If an **employee** believes that they have been harassed, an **employee** should tell the alleged harasser to stop.
- b) If the harassment does not stop at this point, or if the harassed **employee** does not feel able to approach the alleged harasser directly, that **employee**, or the **local of the union**, should file a formal harassment complaint documenting the event(s) complete with time, date, location, names of witnesses, and details for each event.
- c) Upon receipt of any verbal or written formal harassment complaint the **employer** shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The **employer** must maintain written notes of their actions.

Failure to resolve shall result in the initiation of a formal investigation as per Article 17.05.

## **ARTICLE 18 – VIOLENCE**

### **18.01 Violence in the Workplace**

The employer(s) and local of 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 any incident in which an employee is physically or verbally abused, or assaulted during the course of his/her employment.

b) Violence Policies and Procedures

In compliance with *The Occupational Health and Safety Act and Regulations*, the employer(s) will ensure a policy is developed, in consultation with the local of the union and other unions in the Regional Health Authority to address the prevention of violence, the management of violent situations, and to work towards the elimination of the causal factors of violence and provide support to employees who have faced violence. The policies and procedures shall be part of the employer(s)' health and safety policy and written copies shall be posted in a place accessible to all employees.

The policy and procedures may include, but not be limited to:

**Effective October 23, 2022, the language in 18.01 VIOLENCE Violence in the Workplace b) Violence Policies and Procedures above is removed and replaced with the new language in 18.01 VIOLENCE Violence in the Workplace b) Violence Policies and Procedures below:**

b) Violence Policies and Procedures

In compliance with *The Occupational Health and Safety Act and Regulations*, the employer(s) will ensure a policy is developed, in consultation with the local of the union and

other unions to address the prevention of violence, the management of violent situations, and to work towards the elimination of the causal factors of violence and provide support to employees who have faced violence. The policies and procedures shall be part of the employer(s)' health and safety policy and written copies shall be posted in a place accessible to all employees.

The policy and procedures may include, but not be limited to:

- i) the provision of available information regarding a client's previous, actual, or potential violent behaviour;
- ii) incidents are investigated promptly, objectively, and in a sensitive, confidential manner;
- iii) provision for the Joint Occupational Health and Safety Committees to review the effectiveness of anti-violence policies at the local level;
- iv) alternate options for care delivery are identified, considered, and implemented;
- v) Employees/Managers are provided with the education necessary for them to prevent violence, deal with it when it occurs, and know the procedure for reporting incidents. Education shall include:
  - causes of violence
  - recognition of warning signs
  - prevention of escalation
  - controlling and defusing aggressive situations; and
  - details of the employer(s)' policies, measures, and procedures to deal with violence and the availability of supportive counselling.
- vi) security procedures are in place to summon assistance;
- vii) no employee shall experience discrimination, coercion, or intimidation for raising concerns about violence in the workplace;

- viii) the employer(s) and the local of the union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.
- c) When an incident demonstrates that a client's behaviour may constitute a risk to the safety of another client or staff member, a meeting shall be convened within twenty-four (24) hours, or as soon as possible thereafter, to consider and implement alternative options for care delivery to ensure the safety of the employee(s) and other client(s).

**ARTICLE 19 – SENIORITY**

19.01 a) **Definition**

Seniority shall be defined as the length of service in the bargaining unit from the date the employee last entered the service of the employer(s). Employees employed at May 6, 1999 were ranked in order of seniority calculated on hours of seniority from the date the employee last entered the service of the employer(s).

b) **Recognition of Seniority**

Effective date of signing, employees entering the bargaining unit due to amalgamations and/or reorganizations shall be credited for all seniority from the date the employee last entered the service of the employer(s).

**Effective October 23, 2022, the language in 19.01 b) SENIORITY Recognition of Seniority above is removed and replaced with the new language in 19.01 b) SENIORITY Recognition of Provincial Seniority below:**

b) **Recognition of Provincial Seniority**

**Effective October 23, 2022, all employees will be ranked into a single Provincial bargaining unit seniority list.**

- i) Employees with two or more seniority dates due to amalgamation and/or reorganization shall **maintain their earliest** seniority.

## 19.02 Loss of Seniority

Subject to Article 21.13 a), an employee shall lose all entitled seniority and shall be deemed to have terminated employment from all employer(s) in the geographic Regional Health Authority, in the event the employee:

**Effective October 23, 2022, the language in 19.02 SENIORITY Loss of Seniority is removed and replaced with new language in 19.02 SENIORITY Loss of Seniority below:**

## 19.02 Loss of Seniority

An employee shall lose all entitled seniority and shall be deemed to have terminated employment from all employer(s) in the event the employee:

- a) Is discharged for just cause and is not reinstated;
- b) Voluntarily terminates from all employer(s) within the Regional Health Authority unless they withdraw their resignation within forty-eight (48) hours from the initial submission to the employer;

**Effective October 23, 2022, the language in 19.02 b) SENIORITY Loss of Seniority is removed and replaced with new language in 19.02 b) SENIORITY Loss of Seniority below:**

- b) Voluntarily terminates from all employer(s) unless they withdraw their resignation within forty-eight (48) hours from the initial submission to the employer;
- c) Fails to return to work immediately following the termination of a leave of absence or within fourteen (14) calendar days from notification by the employer(s) to return to work following a layoff, unless, in either case the employee can show a justifiable reason for failure to report to work;
- d) Fills an out-of-scope position as determined by the Labour Relations Board on a permanent basis;
- e) Relieves in an out-of-scope temporary position with the employer for more than twelve (12) months;
- f) Has been on continuous layoff for a period in excess of three (3) years;

- g) Has not worked in the past one hundred and eighty (180) days within the bargaining unit, exclusive of approved leaves;
- h) Has retired.

### 19.03 Seniority List

The employer(s) shall maintain a seniority list showing the seniority of each employee employed by all employer(s) within the geographic Regional Health Authority. Such lists shall be posted in places accessible to all employees and two (2) copies will be sent to the secretary-treasurer of the local union.

Updated seniority lists shall be posted quarterly. Subject to the above, on presentation by a local union representative of proof of error, a correction shall be made immediately by the employer. Copies of the corrected seniority list shall be sent to the local of the union.

**Effective October 23, 2022, the language in 19.03 SENIORITY Seniority List is removed and replaced with new language in 19.03 SENIORITY Seniority List below:**

### 19.03 Seniority List

The employer(s) shall maintain a seniority list showing the seniority of each employee employed by all employer(s). Such list shall be posted in places accessible to all employees and two (2) copies will be sent to the secretary-treasurer of the local union.

Updated seniority lists shall be posted quarterly. Subject to the above, on presentation by a local union representative of proof of error, a correction shall be made immediately by the employer. Copies of the corrected seniority list shall be sent to the local of the union.

**Effective October 23, 2022, the new 19.04 SENIORITY Seniority Tie Breaker language is added below:**

### 19.04 Seniority Tie Breaker

**In the event that the seniority date is the same for two (2) or more employees, placement shall be determined as follows:**

- a) **The date of the employee's birthday (1 – 31 with 1 being the highest) shall be used as a tiebreaker (i.e. In the case of birthdays of January 25 and June 9, the employee with the birthday on the 9<sup>th</sup> would prevail).**

- b) **If the tie still exists, then the month of the year that the birthday occurs (1 – 12 with 1 being the highest) shall be used (i.e. In the case of birthdays of January 25 and June 25, the employee with the birthday in January shall prevail).**

## **ARTICLE 20 – CREATION OF NEW CLASSIFICATIONS OR CHANGES TO EXISTING CLASSIFICATIONS**

- 20.01 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.

**Effective October 23, 2022, the language in 20.01 a) CREATION OF NEW CLASSIFICATIONS OR CHANGES TO EXISTING CLASSIFICATIONS above is removed and replaced with the language in 20.01 a) CREATION OF NEW CLASSIFICATIONS OR CHANGES TO EXISTING CLASSIFICATIONS below:**

- 20.01 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.
- 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 **first** (1<sup>st</sup>) 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 **first** (1<sup>st</sup>) Sunday following the completion of the review and he/she 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 **first** (1<sup>st</sup>) 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 21, the parties shall meet to establish the new pay bands based on the established point band size and wage line promotion formula.

## **ARTICLE 21 – POSTING OF NEW POSITIONS AND VACANCIES**

### **21.01 Job Postings**

- a) Job postings shall include the following information:
- job classification
  - status (full-time/part-time, temporary/permanent)
  - required qualifications
  - pay band
  - number of hours, length of rotation for part-time employees
  - location (or locations within a community where the position is multi-site in accordance with Article 21.14)
  - date of opening and date and time of closing
  - where to submit the application
  - employees shall have access to job descriptions

The employer(s) agree to be bound by the terms outlined above in filling the posted position.

- b) For informational purposes only the following shall be included and it is recognized that these conditions may be subject to change:
- i) shifts (days, evenings, nights) including actual hours; and
  - ii) probable date of commencement of the position.
- c) Postings for Relief

Any requirement for relief staffing shall be posted for informational purposes. The posting period shall be for a minimum of forty-eight (48) hours and shall include:

- job classification
- status
- required qualifications
- pay band
- no stated guaranteed hours
- availability requirements
- location(s)
- date of opening and date and time of closing
- where to submit the application
- employees shall have access to job descriptions

First preference shall be given to employees within the facility/agency where the relief is required. Selection shall be based on seniority, qualifications, and ability sufficient to perform the work, with availability being the deciding factor.

- d) Should the employer(s) be unsuccessful in obtaining applicants with the qualifications required in the posting of the position, and intends to reduce the qualifications from those stated on the posting, the employer(s) shall consult with the local of the union regarding the amended qualifications and shall re-post the position describing the required qualifications and fill the position in accordance with this article.
- e) In the event the employer(s) determines a vacancy will not be filled, the local of the union shall be notified in writing with reasons within thirty (30) days of the vacancy.

## 21.02 Posting and Filling of Vacancies & New Positions

- a) Posting of Vacancies

When:

- i) a vacancy is to be filled; or
- ii) a new position is created;

the employer(s) shall post notice of the position on designated bulletin board(s) Region wide simultaneously for a minimum of seven (7) days so that all employees may make written application within the posted period. A copy of the posting shall be forwarded to the secretary of the local of the union. The employer shall provide to the local of the union a list of all applicants for each posting and shall notify the local of the union of the successful applicant for each posting.

**Effective October 23, 2022, the language in 21.02 a) POSTING OF NEW POSITIONS AND VACANCIES Posting and Filling of Vacancies & New Positions is removed and replaced with language in 21.02 a) POSTING OF NEW POSITIONS AND VACANCIES Posting and Filling of Vacancies & New Positions below:**

a) Posting of Vacancies

When:

- i) a vacancy is to be filled; or
- ii) a new position is created;

the employer(s) shall post notice of the position on designated bulletin board(s) **bargaining unit wide** simultaneously for a minimum of seven (7) days so that all employees may make written **or electronic** application within the posted period. **Postings will also be posted electronically.** A copy of the posting shall be forwarded to the secretary of the local of the **union**. The employer shall provide to the local of the **union** a list of all applicants for each posting and shall notify the local of the **union** of the successful applicant for each posting.

b) Filling of Vacancies or New Positions

Vacancies or new positions shall be filled on the basis of seniority, qualifications, and ability sufficient to perform the job.

i) Bidding of Vacancies

Employees shall be entitled to bid for a new position or vacancy by means of written application;

ii) Commencement of the Job

An employee selected from the posting procedure shall commence the job within four (4) weeks after the closing date of the posting unless agreed otherwise between the employer, the employee, and the local of the **union**;

iii) Appointment of Applicant

Within five (5) days of awarding the position, the name of the selected applicant will be posted on

designated bulletin boards for a minimum of seven (7) calendar days, with a copy forwarded to the local of the **union office**;

iv) Letter of Appointment

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

status  
number of hours per defined length of rotation  
number of shifts

\_\_\_\_\_  
Name of Employer(s)

\_\_\_\_\_  
Name of Employee

In accordance with Article 21.02 b) – Filling of Vacancies or New Positions, the employer(s) confirms your appointment into a full-time/part-time position.

\_\_\_\_\_  
Classification

Number of hours of work per rotation: \_\_\_\_\_ shifts of \_\_\_\_\_ hours in a \_\_\_\_\_ week rotation.

\_\_\_\_\_  
Employee's Signature      Employer(s)' Signature

\_\_\_\_\_  
Date                                  Date

c.c.      Employee  
            Personnel File  
            Immediate Supervisor  
            Local of the Union

v) Qualifications of Applicants

The employer, on request, shall furnish the local of the **union** with details of qualifications of any applicant;

vi) **Reasons to be Given to Unsuccessful Applicants**

Upon request, the employer will inform an unsuccessful applicant of the reason for his/her application being rejected. Such reasons shall be given in writing if the local of the union so requests.

c) If a position becomes vacant within thirty (30) calendar days of the original commencement date, the vacated position shall be offered to the next senior applicant from the original posting in accordance with the above provisions.

d) **Applicants outside of the Bargaining Unit**

If no applicant is appointed from the bargaining unit for any vacancy or position, the employer(s) shall give next consideration to qualified applicants from other CUPE bargaining units within the province.

**21.03 Temporary Vacancies**

a) Temporary vacancies of one hundred and twenty (120) days or longer shall be posted subject to the posting provisions identified in Article 21.01 – Information in Job Postings and Article 21.02 – Posting and Filling of Vacancies and New Positions.

b) Two (2) additional postings shall be required for the position of the employee transferred as a result of the original posting. Subsequent vacancies shall be assigned according to Article 27.04 – Assignment of Relief Work.

c) When the temporary vacancy becomes redundant, the employee shall be returned to their original position. Article 27.11 – Posting Work Schedule shall not apply to any employee affected.

d) If an individual is hired from outside the bargaining unit, for the temporary vacancy, the employee shall be deemed terminated, when the temporary vacancy becomes redundant.

e) The employer(s) agrees to review with the local of the union, all temporary vacancies which exceed one (1) year in duration on a semi-annual basis to determine if the position should be posted as per Article 21.02 – Posting and Filling of Vacancies and New Positions. No temporary vacancy shall exceed two

(2) years and one hundred and nineteen (119) days unless the employee encumbering the position has a longer “own occupation” definition in their disability income plan, in which case the maximum length shall be the length of the incumbent’s “own occupation” period, without the mutual agreement of the **union** and the **employer(s)**.

**Effective October 23, 2022, the language in 21.03 e) POSTING OF NEW POSITIONS AND VACANCIES Temporary Vacancies above is removed and replaced with 21.03 e) POSTING OF NEW POSITIONS AND VACANCIES Temporary Vacancies below:**

- e) The **employer(s)** agrees to review with the **local** of the **union**, all temporary vacancies which exceed one (1) year in duration on a semi-annual basis to determine if the position should be posted as per Article 21.02 – Posting and Filling of Vacancies and New Positions. No temporary vacancy shall exceed two (2) years and one hundred and nineteen (119) days unless the employee encumbering the position has a longer “own occupation” definition in their disability income plan, in which case the maximum length shall be the length of the incumbent’s “own occupation” period, without the mutual agreement of the **local of the union** and the **employer(s)**.
- f) Should the temporary vacancy become permanent, it shall be posted and filled in accordance with Article 21.02 – Posting and Filling of Vacancies and New Positions.
- g) A temporary vacancy exceeding two (2) years and one hundred and nineteen (119) days or longer as above, may be posted in accordance with Article 31.08 – Return to Work.
- h) An **employee** filling a temporary vacancy shall only be eligible for another temporary vacancy that would result in the **employee** obtaining a position:
- with a greater number of hours per rotation; or
  - an increase in the rate of pay; or
  - that would commence four (4) weeks or less prior to the expiration of the temporary position the **employee** currently occupies.

The resulting vacancy will not be posted and will be filled in accordance with Article 27.04 – Assignment of Relief Work.

- i) This provision shall not preclude an employee from filling two (2) temporary vacancies where there are no scheduling conflicts. In no case is the employer obligated to change the schedules of either vacancy.
- j) Filling of Temporary Vacancies  
First preference shall be given to employees within the facility/agency where the vacancy exists.
- k) An employee filling a temporary vacancy who is the successful applicant for a permanent position in the same department with fewer guaranteed hours than their temporary position may opt to remain in the temporary position until its expiry date before commencing in the permanent position.

#### 21.04 **Pay upon Promotion**

The hourly rate of an employee promoted to a higher classification shall be advanced to that hourly rate in the new pay band which is next higher than the current hourly rate or the hourly rate which is next higher again if the initial advance of the hourly rate is less than the employee's next normal annual increment in the old pay band.

#### 21.05 **Temporary Performance of Higher Duties**

Prior to the application of Article 27.04:

- a) The employer(s) determines that work of a higher paid classification is necessary, the employer(s) shall make every reasonable effort to allocate that assignment to existing employees in that department or classification based on seniority, qualifications, and ability sufficient to perform the job.
- b) An employee temporarily assigned to perform duties in accordance with a) above, shall be advanced in the pay band of the higher paid classification to that step in the salary scale which is next higher than the current salary rate, for all hours worked in the higher classification.
- c) No employee shall be required to perform duties in a higher classification against their wishes when other employees are available to perform the required work.

**21.06 Performing Duties of Lower Paid Classification**

An employee temporarily assigned to perform duties of a lower paid classification or position, shall not suffer any reduction in earnings.

**21.07 Lateral Transfers within the Same Pay Band**

Upon transfer to a position with the same range of pay, the employee shall retain the same rate of pay held in the former position.

**21.08 Pay upon Demotion**

When an employee is demoted, his/her rate of pay shall be reduced to the rate of pay in the new classification which is next below the employee's present rate of pay.

**21.09 Request for Transfer/Reassignment**

a) Transfer

- i) Employees on approved leave shall indicate, in writing, the positions they wish to be considered for should a vacancy arise. Should any of these positions become vacant, the employee's name will automatically be entered with the names of other applicants from within the bargaining unit. The request shall be given consideration when a vacancy occurs and shall remain effective for the duration of the leave.
- ii) Home care employees may indicate in writing the positions they wish to be considered for should a vacancy arise. Should any of these positions become vacant, the employee's name shall automatically be entered with the names of the other applicants from within the bargaining unit. The request shall remain in effect for three (3) months.
- iii) The position(s) will be filled in accordance with Article 21.02 – Posting and Filling of Vacancies and New Positions.

b) Reassignment

- i) Employees wishing to be reassigned within their own department shall present the request, in writing, to the



personnel department or designated alternate. The request shall remain in effect for three (3) months.

- ii) The request for reassignment shall be given consideration with other job applications when a vacancy occurs and shall be awarded in accordance with Article 21.02 b) Filling of Vacancies and New Positions unless otherwise mutually agreed between the employer and the local of the union.
- iii) The foregoing shall not apply where vacancies and new positions are posted by departmental unit.

#### 21.10 **Recognition of Previous Experience**

Employees commencing employment who have previous experience acceptable to the employer(s) shall be placed on the salary range in accordance with the following:

- a) less than one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at Step 1;
- b) one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at Step 2;
- c) three (3) years of experience in the five (5) years immediately preceding the date of employment shall be placed at Step 3.

#### 21.11 **Return to a Previously Held Position**

An employee who returns to a previously held position within the geographic Regional Health Authority shall be paid at the step in the range at which the employee was being paid when he/she last occupied that position.

**Effective October 23, 2022, the language in 21.11 POSTING OF NEW POSITIONS AND VACANCIES Return to a Previously Held Position is removed and replaced with new language in 21.11 POSTING OF NEW POSITIONS AND VACANCIES Return to a Previously Held Position below:**

**21.11 Return to a Previously Held Position**

An employee who returns to a previously held position shall be paid at the step in the range at which the employee was being paid when he/she last occupied that position.

**21.12 Rate of Pay when Setting up OTFT in Second Position**

The salary rate for other than full-time employees who are employed in more than one classification shall be established consistent with the terms of Article 21.04 – Pay upon Promotion, Article 21.07 – Lateral Transfer within the Same Pay Band, and Article 21.08 – Pay upon Demotion.

**21.13 Portability of Benefits, Seniority, and Accruals**

- a) Employees who terminate from an employer(s) covered by the CUPE/SAHO Collective Bargaining Agreement and who are successful in obtaining a position with another employer covered by the CUPE/SAHO Collective Agreement within one hundred and twenty (120) days shall transfer:
  - i) seniority;
  - ii) unused sick leave credits to a maximum of thirty (30) days;
  - iii) most recent vacation accrual rate based on earliest hire date; current unused vacation credits will be paid out as per Section 25 of *The Saskatchewan Employment Act*. The employee will have the option to purchase those vacation credits from their receiving employer;
  - iv) Salary step, if re-employed in the same classification; and
  - v) Pension, Group Life, Dental (core), Disability Income Plan, Extended Health Benefits, and Enhanced Dental in accordance with the terms of the Plans.
  
- b) Employees who are employed with two (2) or more Regional Health Authorities shall not be eligible to transfer items as

specified in Article 21.13 a) until such time as they terminate with one (1) or more of the employers. It shall be the responsibility of the employee to notify the remaining employer of their termination and request a transfer of their seniority and benefits as specified in Article 21.13 a). In the event the employee remains employed with more than one (1) Regional Health Authority they shall only be entitled to transfer their seniority and benefits from the terminating employer to one (1) of the remaining employers.

- c) Employees who work in more than one (1) Regional Health Authority shall access benefits plans as listed in a) v) above as if employed at a single Regional Health Authority.

**Effective October 23, 2022, the language in 21.13 POSTINGS OF NEW POSITIONS AND VACANCIES Portability of Benefits, Seniority, and Accruals above is removed and replaced with 21.13 POSTINGS OF NEW POSITIONS AND VACANCIES Amalgamation of the Bargaining Units and Recognition of the Provincial Health Authority below:**

**21.13 Amalgamation of the Bargaining Units and Recognition of the Provincial Health Authority**

- a) **Benefits, Seniority, and Accruals**

**Effective October 23, 2022, CUPE will be one bargaining unit with multiple employers as provided in Appendix I. Employees shall maintain all benefits, seniority, and accruals when they are successful in obtaining a position with another employer covered by the CUPE/SAHO Collective Agreement.**

- b) **Accruals and Banks for Co-employed Employees upon Amalgamation of the Former Regional Health Authorities**

**Effective October 23, 2022, employees who were co-employed within the bargaining unit and have multiple vacation accrual rates and vacation credit banks, time off in lieu banks, sick leave credit banks, family illness leave credit banks, and different rates of pay in the same pay band shall maintain their highest vacation accrual rate (based on earliest hire date) and all vacation credits, time in lieu bank to the maximum as outlined in Article 27.09, unused sick leave credits as outlined in Article 31.02, unused family illness leave credits as outlined in Article 30.07, and highest rate of pay in the same pay band.**

## 21.14 **Multi-Site Work**

### a) Definition

A multi-site position is a full-time or part-time position where the **employee** is scheduled to report to more than one work location within a community.

A community is defined as a city, town, or village unless otherwise mutually agreed to by the **employer** and the **local** of the **union**.

This article is not intended to apply to historical arrangements that have required an **employee** to travel to multiple work locations to fulfill regular duties.

### b) The **employer** may create new multi-site positions or convert vacant positions to multi-site positions. The **employer** shall provide the **local** of the **union** with notification.

### c) Encumbered positions may only be changed to multi-site positions where there is mutual agreement between the **employer** and the **local** of the **union**. Such agreement shall not be unreasonably withheld.

Where the **employer** proposes to convert encumbered positions to multi-site positions, the **employer** will provide the **local** of the **union** with forty-five (45) days' notice, unless a shorter notice period is agreed to between the parties.

### d) With respect to b) and c) above, the **employer** and the **local** of the **union** shall meet within fourteen (14) days of the notification to discuss the multi-site work. These discussions shall include but not be limited to:

- the rationale for the multi-site positions;
- the positions that may be affected;
- names of any potentially affected **employees**;
- potential alternate options to the multi-site work to which the parties may agree; and
- development of an implementation plan including discussion of the application of the collective agreement.

- e) The following conditions shall apply to multi-site work:
- i) Where there is mutual agreement to convert encumbered positions to multi-site positions, qualified employee(s) within the classification with the ability sufficient to perform the duties, will be approached in order of seniority and offered the multi-site work assignment. If no employee(s) agree to the assignment, the employer will assign the most junior qualified employee(s) who has the ability sufficient to perform the job.
  - ii) In all cases, multi-site job postings shall identify the work locations where employees are expected to report. Existing positions may be expanded to include additional locations upon mutual agreement between the employer and the local of the union.
  - iii) Employees in multi-site positions shall have a designated home facility/agency. Where an encumbered position is converted to a multi-site position, the home facility/agency shall be the facility/agency of origin at the time of conversion, or as mutually agreed by the employer and the local of the union. In the case of vacant or new positions, the home facility/agency will be determined by the employer.
  - iv) Employees in multi-site positions shall be scheduled in accordance with Article 27.11 – Posting Work Schedule. This schedule will indicate the location(s) of their work assignment. Employees shall be scheduled to rotate between work locations and scheduled to report to only one facility/agency in a single shift.
  - v) Employees who hold multi-site positions shall be provided with a minimum of seventy-two (72) hours' notice of change in the location of the work assignment. Any change in the work location shall be made in reverse order of seniority among employees within the classification with ability sufficient to perform the duties. On shorter notice, an employee may agree to commence their shift at an alternate work location. If an employee does not agree to this short notice change, the employee will report to their originally scheduled work location.

- vi) The employer shall provide the necessary orientation as required at all work locations.
  - vii) Where employee(s) are required to travel to another work location during the same shift, such employee(s) shall be compensated for time and travel between the work locations.
  - viii) Employee(s) paying for parking at one work location shall not be required to pay for additional parking at alternate work locations.
- f) Where it is agreed between the employer and the local of the union to expand the definition of community, employees who are required to report to a work location outside of the city, town, or village of their designated home facility/agency shall be compensated for time and travel from and to either the home facility/agency or the employee's home, whichever is closer.
  - g) This article shall not affect existing letters of understanding negotiated between the employer and the local of the union.
  - h) The parties agree to annually conduct a joint review of established multi-site positions, if the local of the union requests the review. The purpose of the review is to identify, discuss, and resolve any issues surrounding the utilization of multi-site positions.

## **ARTICLE 22 – PROBATION AND TRIAL PERIOD**

### **22.01 Probation**

Newly hired employees(s) shall be on probation for a period of five (5) calendar months from the date the employee commences work.

By mutual agreement of the local of the union and employer an extension may be granted. The circumstances warranting the extension, the improvements expected by the employer, and the duration of the probationary extension must be communicated to the employee.

During the probationary period employees shall be entitled to all rights and benefits of this agreement. Probationary employees may be terminated for reasons of general unsuitability. The local of the union shall be notified in writing of all such dismissals within seven (7) days.

The communication to the local of the union shall outline the standards that are expected of the employee, the date the employee was notified of them, and the time period the employee was given an opportunity to demonstrate his/her ability and should include the reason for unsuitability.

## 22.02 **Trial Period**

Employees who are reclassified, transferred, promoted, or who successfully apply for a temporary vacancy, shall be considered on trial in their new position for three hundred and twenty (320) hours worked or three (3) months whichever occurs first, following their first day worked in their new position. During this trial period, the employee may be returned to their original position, if not considered capable, or may request to be returned to their originally held position, at their former rate of pay. By mutual agreement of the local of the union and the employer an extension may be granted. The circumstances warranting the extension, the improvement expected by the employer and the duration of the trial period extension must be communicated to the employee.

If the employee changes from one position to another within the same classification and department/specialized area/facility/agency, there shall be no trial period.

## **ARTICLE 23 – PROVINCIAL EMPLOYMENT STRATEGY COMMITTEE**

### 23.01 **Purpose**

The purpose of the Provincial Employment Strategy Committee (hereinafter referred to as “the committee”), is to develop and implement educational strategies for training, retraining, and re-employment of employees to meet current and future human resource needs and to provide employment security. The employer agrees to deduct the employees’ share of the Employment Insurance rebate and match that deduction and forward to the committee those monies on a monthly basis.

### 23.02 **Employment Strategy Committee Membership**

The committee shall be comprised of ten (10) members: five (5) union appointees and five (5) employer(s) appointees or their alternates.

### 23.03 Committee Mandate

a) Administration

The committee will:

- Establish program direction, action strategies, and policies and procedures;
- Review and approve the payment of requests as appropriate;
- Determine signing authorities for financial and operational needs;
- Prepare and publish a monthly financial statement;
- Contract an independent auditor to produce a yearly audited financial statement for the program;
- Develop and maintain an adequate information system to support the committee's needs;
- Establish an appeals process related to funding requests.

The committee shall provide an annual operations report including an annual operations statement, educational expenditures (program specific), and educational strategies implemented to meet current and future human resource needs, etc. to each employer, each local of the union, and the CUPE Healthcare Council.

**Effective October 23, 2022, the language in 23.03 PROVINCIAL EMPLOYMENT STRATEGY COMMITTEE Committee Mandate a) Administration above is removed and replaced with language in 23.03 PROVINCIAL EMPLOYMENT STRATEGY COMMITTEE Committee Mandate a) Administration below:**

a) Administration

The committee will:

- Establish program direction, action strategies, and policies and procedures;
- Review and approve the payment of requests as appropriate;
- Determine signing authorities for financial and operational needs;
- Prepare and publish a monthly financial statement;



- Contract an independent auditor to produce a yearly audited financial statement for the program;
- Develop and maintain an adequate information system to support the committee's needs;
- Establish an appeals process related to funding requests.

The committee shall provide an annual operations report including an annual operations statement, educational expenditures (program specific), and educational strategies implemented to meet current and future human resource needs, etc. to each **employer and the local of the union.**

b) **Programs**

The committee shall establish and/or provide access to program(s) that consider the following, and may include but not be limited to:

- Training and retraining – training courses, on the job training, salary continuance, double staff (dual incumbency training), etc.;
- Tuition reimbursement – course tuition, registration, books, etc.;
- Career counselling – assistance with job search, resume writing, and development of interview skills, etc.;
- Relocation assistance – costs associated with moving personal effects to complete training or as a result of a layoff.

## 23.04 **Representative Workforce**

a) **Principle**

The principle of a representative workforce for Aboriginal workers is where Aboriginal people are employed in all classifications and at all levels in proportion to their representation in the working age population within the community or the provincial population.

The parties will address proactive processes that support a representational workforce which shall include but not be limited to identifying employment opportunities, education and training, and preparing workplaces.

b) Workforce Representation

The parties agree to the principle of a representative workforce for Aboriginal workers. The parties agree to charge the Employment Strategy Committee with the responsibility to develop, implement, monitor, and evaluate pro-active initiatives designed to ensure Aboriginal People are present in all occupations in their proportion to the provincial working population.

Therefore, when hiring new employees, the Aboriginal representative principle shall be applied, providing there are qualified Aboriginal applicants for the vacancy.

c) Workplace Preparation

The parties agree to implement educational opportunities for all employees to deal with misconceptions and dispel myths about Aboriginal People. This will include enhanced orientation sessions for new employees to ensure a better understanding of respectful work practices to achieve a harassment free environment.

d) In-Service Training

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

e) Elders

At the request of the employee, an Elder will be present when dealing with issues affecting Aboriginal employees.

f) Accommodation of Spiritual or Cultural Observances

The parties agree to make every reasonable effort to accommodate an employee in order for them to attend or participate in spiritual or cultural observances required by faith or culture.

## **ARTICLE 24 – WORKPLACE REORGANIZATION AND TECHNOLOGICAL CHANGE**

### **24.01 Workplace Reorganization**

- a) Prior to the implementation of workplace reorganization which results in amalgamations, facility closures, dissolution of departments, or abolishment or reduction of hours of any encumbered positions, the employer will notify the local of the union in writing at least sixty (60) days prior to implementing such change.

Prior to meeting to review the proposed change, the employer(s) will forward any relevant information to the local of the union.

The employer(s) and the local of the union shall meet within fourteen (14) days of the notification to review the proposed change, including but not limited to:

- The reorganization goals and objectives;
- The number of positions/locations affected;
- Employees who may be affected;
- Options to minimize displacement;
- The process for implementation including target dates.

- b) Where the workplace reorganization includes the potential for layoffs and upon mutual agreement between the local of the union and the employer(s), options other than those identified in Article 25.04 a) – e) may be offered to employees.
- c) Layoff notices shall not be served until the employer(s) and the local of the union have reviewed the proposed change and discussed the implications of such layoff.
- d) All new classifications/job titles created as a result of workplace reorganization shall be negotiated in accordance with Article 20 – Creation of New Classifications or Changes to Existing Classifications and will be posted in accordance with Article 21.

## 24.02 Technological Change

a) Definition:

Technological change is defined as:

- i) The introduction by an employer into the employer's work, undertaking, or business of equipment or material of a different nature or kind than previously utilized by the employer in the operation of the work, undertaking, or business; or
- ii) A change in the manner in which the employer carries on the work, undertaking, or business that is directly related to the introduction of that equipment or material; or
- iii) The removal or relocation outside of the appropriate unit by an employer or any part of the employer's work, undertaking, or business.

b) Notification/Discussion

Prior to the implementation of technological change, which results in amalgamations, facility closures, dissolution of departments, or abolishment or reduction of hours of any encumbered position(s), the employer will notify the local of the union in writing ninety (90) days prior to implementing such change.

Upon notification as above, the employer(s) and the local of the union shall commence discussion within fourteen (14) calendar days to review the technological change including but not limited to:

- The nature of the technological change;
- The number of positions/locations affected;
- Employees who may be affected;
- Options to minimize displacement;
- The process for implementation including target dates.

c) Where the technological change includes the potential for layoffs and upon mutual agreement between the local of the union and the employer(s), options other than those identified in Article 25.04 a) – e) may be offered to employees.

d) Layoff notices shall not be served until the employer(s) and the local of the union have reviewed the proposed technological change and discussed the implications of such layoff.

e) Maintenance of Wages

During the above-mentioned implementation and transitional period, affected employees will maintain their wage level.

f) New Jobs

All new classifications/job titles created as a result of technological change shall be negotiated in accordance with Article 20 – Creation of New Classifications or Changes to Existing Classifications and will be posted in accordance with Article 21.

g) Training or Retraining

i) Any training or retraining for affected employees, as required by the employer, shall be provided by the employer(s) at the employee's regular rate of pay.

ii) Any training required by the employer(s) that cannot be provided in the workplace shall be referred to the Provincial Employment Strategy Committee for funding approval.

iii) Any other employer approved training costs shall be paid by the employer.

## **ARTICLE 25 – LAYOFF AND RE-EMPLOYMENT**

### **25.01 Layoff Defined**

A layoff within the bargaining unit shall be defined as:

- an employer initiated reduction in the workforce;
- a reduction of hours of work for a full-time employee;
- a reduction in hours identified in a part-time employee's letter of appointment; or
- in the case of a relief employee, as a result of downsizing or facility closure and no shifts being offered within one hundred and twenty (120) days within the bargaining unit.

## 25.02 **Notification to the Union**

In the event that notification has not already been provided in accordance with Article 24.01 – Workplace Reorganization or 24.02 – Technological Change, when the employer(s) is considering changes which will result in the layoff of employees, the employer(s) will notify the local of the union at least fourteen (14) calendar days in advance of issuing layoff notices to employees.

The employer(s) and the local of the union shall meet to discuss the implications of such layoff.

## 25.03 **Role of Seniority in Layoffs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority. An employee about to be laid off may bump any employee with less seniority in accordance with Article 25.05, subject to their qualifications and ability to perform the duties required. The right to bump shall include the right to bump up.

## 25.04 **Notice of Layoff**

The employer shall serve notice of layoff to the most junior employee(s) in the affected position(s) within the classification in the facility/agency/department where it is deemed the reduction is required.

Notice of layoff shall be in accordance with *The Saskatchewan Employment Act* provided, however, that the minimum amount of notice shall be four (4) weeks.

If the employee laid off has not had the opportunity to work his/her scheduled shifts during the notice period, the employee shall be paid in lieu of those scheduled shifts not worked. If regular duties are unavailable, the employer may assign duties normally connected with the classification in question at the employee's current rate of pay.

After the employee has received layoff or displacement notice, the employer(s) and the local of the union shall, in order of seniority, arrange a private interview in the presence of a union representative with each employee to explain the various alternatives and the employee shall elect one of the following:

- a) to exercise their seniority rights in accordance with Article 25.05 – Displacement of Employees;
- b) to accept the reduced hours of work (if applicable);

- c) to accept layoff and be placed on re-employment for a period not to exceed three (3) years. At any time while on re-employment, an **employee** may resign and accept severance;
- d) to resign employment with the **employer(s)**;
- e) to retire (if applicable);
- f) to choose an existing vacancy with the same or fewer number of hours per rotation, subject to their qualifications and ability being sufficient to perform the duties. Preferential vacancies will only be considered by mutual agreement between the **employer** and the **local of the union**. Agreement shall not be unreasonably withheld;
- g) any other options to which the parties may agree.

In conjunction with the above options the **employee** may access the Career Adjustment Assistance Program as provided by Saskatchewan Health.

Note – Employees who are receiving notice of layoff or displacement may also utilize the provision of Article 23.03 b).

An **employee** who has been laid off or whose employment has been abolished who elects to retire on immediate pension, or resign, shall be entitled to severance pay in accordance with Article 26 – Severance Pay.

The **employee** will be provided with reasonable and sufficient information which will include work schedules in effect at that time, job descriptions, work site tours, and meetings with the **department head** or designate, if required. The **employee** shall have a **local of the union** representative present. Provided that all alternatives have been explained the **employee** will have up to seventy-two (72) hours from the conclusion of the meeting (exclusive of weekends and **designated holidays**) to make an election. This period may be extended by mutual agreement.

Employees who do not elect one of the above options within seventy-two (72) hours will be automatically laid off and placed on re-employment in accordance with Article 25.06 – Re-Employment.

Every reasonable effort will be made to contact an **employee** regarding their options, however, in the event the **employer(s)** is unable to contact a laid off or displaced **employee**, the **local of the union** and the **employer(s)** shall meet to discuss a mutually agreed resolution to the matter. If there is not mutual agreement, the **employer(s)** shall proceed with the layoff procedure and place the **employee** in an appropriate position. A mutually agreeable or **employer(s)** initiated placement will

replace the employee's right to exercise their seniority displacement rights.

#### Notice of Layoff for Employees in Temporary Positions:

- a) in the event an employee is filling a temporary position when the employee's permanent position is abolished or reduced, the employee will be issued a layoff notice and will have access to the provisions of Article 25 – Layoff and Re-Employment;
- b) in the event the employee reverts back during a trial period to a position which has been affected as defined in Article 25.01 – Layoff Defined, the employee will be issued a layoff notice at the time of the reversion and will have access to the provisions of Article 25 – Layoff and Re-Employment.

**Effective October 23, 2022, the language in 25.04 LAYOFF AND RE-EMPLOYMENT Notice of Layoff above is removed and replaced with language in 25.04 LAYOFF AND RE-EMPLOYMENT Notice of Layoff below:**

#### 25.04 Notice of Layoff

The employer shall serve notice of layoff to the most junior employee(s) in the affected position(s) within the classification in the facility/agency/department where it is deemed the reduction is required.

Notice of layoff shall be in accordance with *The Saskatchewan Employment Act* provided, however, that the minimum amount of notice shall be four (4) weeks.

If the employee laid off has not had the opportunity to work his/her scheduled shifts during the notice period, the employee shall be paid in lieu of those scheduled shifts not worked. If regular duties are unavailable, the employer may assign duties normally connected with the classification in question at the employee's current rate of pay.

After the employee has received layoff or displacement notice, the employer(s) and the local of the union shall, in order of seniority, arrange a private interview in the presence of a union representative with each employee to explain the various alternatives and the employee shall elect one of the following:

- a) to exercise their seniority rights in accordance with Article 25.05 – Displacement of Employees;



- b) to accept the reduced hours of work (if applicable);
- c) to accept layoff and be placed on re-employment for a period not to exceed three (3) years. At any time while on re-employment, an employee may resign and accept severance;
- d) to resign employment with the employer(s);
- e) to retire (if applicable);
- f) to choose an existing vacancy **within the bargaining unit** with the same or fewer number of hours per rotation, subject to their qualifications and ability being sufficient to perform the duties. Preferential vacancies will only be considered by mutual agreement between the employer and the local of the **union**. Agreement shall not be unreasonably withheld;
- g) any other options to which the parties may agree.

In conjunction with the above options the employee may access the Career Adjustment Assistance Program as provided by Saskatchewan Health.

Note – Employees who are receiving notice of layoff or displacement may also utilize the provision of Article 23.03 b).

An employee who has been laid off or whose employment has been abolished who elects to retire on immediate pension, or resign, shall be entitled to severance pay in accordance with Article 26 – Severance Pay.

The employee will be provided with reasonable and sufficient information which will include work schedules in effect at that time, job descriptions, work site tours, and meetings with the department head or designate. **Meetings and tours may be conducted virtually**, if required. The employee shall have a local of the union representative present. Provided that all alternatives have been explained the employee will have up to seventy-two (72) hours from the conclusion of the meeting (exclusive of weekends and designated holidays) to make an election. This period may be extended by mutual agreement.

Employees who do not elect one of the above options within seventy-two (72) hours will be automatically laid off and placed on re-employment in accordance with Article 25.06 – Re-Employment.

Every reasonable effort will be made to contact an employee regarding their options, however, in the event the employer(s) is unable to contact a laid off or displaced employee, the local of the union and the employer(s) shall meet to discuss a mutually agreed resolution to the matter. If there is not mutual agreement, the employer(s) shall proceed with the layoff procedure and place the employee in an appropriate

position. A mutually agreeable or employer(s) initiated placement will replace the employee's right to exercise their seniority displacement rights.

Notice of Layoff for Employees in Temporary Positions:

- a) in the event an employee is filling a temporary position when the employee's permanent position is abolished or reduced, the employee will be issued a layoff notice and will have access to the provisions of Article 25 – Layoff and Re-Employment;
- b) in the event the employee reverts back during a trial period to a position which has been affected as defined in Article 25.01 – Layoff Defined, the employee will be issued a layoff notice at the time of the reversion and will have access to the provisions of Article 25 – Layoff and Re-Employment.

25.05 **Displacement of Employees**

- a) Within the facility/agency, a laid off or bumped employee may exercise seniority, subject to their qualifications and ability being sufficient to perform the duties, 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 25.05 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 subject to their qualifications and ability being sufficient to perform the duties, subject to the following:

**Effective October 23, 2022, the language in 25.05 b) LAYOFF AND RE-EMPLOYMENT Displacement of Employees is removed and replaced with language in 25.05 b) LAYOFF AND RE-EMPLOYMENT Displacement of Employees below:**

- b) A laid off or bumped employee may exercise seniority within the same occupation at any alternate facility/agency within **their current CUPE Region, or one other CUPE Region (as per Appendix I) where there are positions available,** subject to their qualifications and ability being sufficient to perform the duties, subject to the following:
  - i) For the purposes of Article 25.05 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 25.05 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 25.05 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 25.05 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 25.04. 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.

**Effective October 23, 2022, the language in 25.05 c) LAYOFF AND RE-EMPLOYMENT Displacement of Employees is removed and replaced with language in 25.05 c) LAYOFF AND RE-EMPLOYMENT Displacement of Employees below:**

- c) Where a facility closure occurs (including an affiliate or agency) and an employee is laid off as a result, such employee may exercise seniority as per Article 25.05 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 25.05 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 their **current CUPE Region and one other CUPE Region (as per Appendix I)**, 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 25.04. 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.

## 25.06 **Re-Employment**

Laid off employees shall be subject to the following in respect to re-employment:

- a) Employees shall be counselled by the employer(s) in the presence of a local of the union representative. Employees may choose any or all of the following re-employment options:
  - i) laid off employees shall indicate, in writing, the positions they wish to be considered for in a geographic area and/or facility/agency should a vacancy arise. Should any of these positions become vacant, the employee's name will automatically be entered with the names of other applicants from within the bargaining unit. The position will be filled

in accordance with Article 21.02 – Posting and Filling of Vacancies and New Positions;

- ii) the employee shall remain on layoff and may elect to work in relief or temporary positions, if available, in which they have the qualifications and ability to perform the duties required for the position to be filled, without prejudicing their right to re-employment.
  
- b) If a laid off employee is successful in their application to a posted position in i) above, they shall report for duty as specified in the letter of offer sent by registered mail to the employee's last known address, within ten (10) calendar days of being notified by the employer(s) that they have been awarded the position. Failure to report for duty within this period will automatically cancel the awarding of the position to the employee. The employee will remain on layoff status. The employer(s) will then award the position to the next qualified applicant (as per Article 21.02 – Posting and Filling of Vacancies and New Positions). If the next or subsequent successful applicants are also on layoff, this clause will continue to apply until the position has been filled.

**Effective October 23, 2022, the language in 25.06 b) LAYOFF AND RE-EMPLOYMENT Re-Employment above is removed and replaced with 25.06 b) LAYOFF AND RE-EMPLOYMENT Re-Employment below:**

- b) If a laid off employee is successful in their application to a posted position in i) above, they shall report for duty as specified in the letter of offer sent by registered mail to the employee's last known address, within ten (10) calendar days of being notified by the employer(s) that they have been awarded the position. **At the same time, the employer will attempt to contact the employee by telephone and electronically through email to expedite the process.** Failure to report for duty within this period will automatically cancel the awarding of the position to the employee. The employee will remain on layoff status. The employer(s) will then award the position to the next qualified applicant (as per Article 21.02 – Posting and Filling of Vacancies and New Positions). If the next or subsequent successful applicants are also on layoff, this clause will continue to apply until the position has been filled.

- c) If a laid off employee is awarded a posted position through the application of this article, they shall only be allowed three (3) occasions in which to decline a position or fail to respond to an offer of employment. If the employee again fails to respond to a third offer of employment or declines the awarding of the position on the third occasion by failing to report for duty within ten (10) calendar days of being notified they have been awarded the position, the employee shall lose all seniority as per Article 19.02 – Loss of Seniority and be terminated. It is understood that the ten (10) calendar day period referred to in this article shall constitute that ten (10) calendar days notification by the employer(s) to return to work incorporated in Article 19.02 – Loss of Seniority.
- d) It shall be the responsibility of all employees, including those laid off, to keep the employer(s) and the local of the union advised of their current address and telephone number.

**Effective October 23, 2022, the language in 25.06 d) LAYOFF AND RE-EMPLOYMENT Re-Employment above is removed and replaced with 25.06 d) LAYOFF AND RE-EMPLOYMENT Re-Employment below:**

- d) It shall be the responsibility of all employees, including those laid off, to keep the employer(s) and the local of the union advised of their current address, **email address**, and telephone number.

#### **25.07 Orientation and Trial Period on Re-Employment**

Employees who are re-employed shall be entitled to a trial period in accordance with Article 22.02 – Trial Period. The employees shall be given reasonable orientation. Employees who are not considered capable or who wish to relinquish their position shall have access to Article 25.04 b), c), d), e), f), g) – Notice of Layoff.

#### **25.08 New Employees Hired**

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

#### **25.09 Rights of Employees upon Displacement or Re-Employment**

Employees who displace or are re-employed from layoff with any employer covered by the CUPE/SAHO Collective Agreement shall maintain or transfer:

- a) seniority;
- b) unused sick leave credits;
- c) most recent vacation accrual rate based on earliest hire date; where applicable, current unused vacation credits will be paid out as per Section 25 of *The Saskatchewan Employment Act*. The employee will have the option to purchase those vacation credits from their receiving employer;
- d) salary rate upon displacement or re-employment shall be established consistent with the terms of Article 21.04 – Pay upon Promotion, 21.07 – Lateral Transfer within the Same Pay Band, and Article 21.08 – Pay upon Demotion; and
- e) Pension, Group Life, Dental (Core), Disability Income Plan, Extended Health Benefits, and Enhanced Dental in accordance with the terms of the Plan.

Upon a relocation under the terms of this agreement, employee(s) who are already enrolled in a 3sHealth Benefit Plan shall not be required to serve a further qualifying period for eligibility of those 3sHealth benefit plan(s).

**Effective October 23, 2022, the language in 25.09 LAYOFF AND RE-EMPLOYMENT Rights of Employees upon Displacement or Re-Employment above is removed and replaced with language in 25.09 LAYOFF AND RE-EMPLOYMENT Rights of Employees upon Displacement or Re-Employment below:**

**25.09 Rights of Employees upon Displacement or Re-Employment**

Employees who displace or are re-employed from layoff with any employer covered by the CUPE/SAHO Collective Agreement shall maintain or transfer:

- a) seniority;
- b) unused sick leave credits;
- c) most recent vacation accrual rate based on earliest hire date; where applicable, current unused vacation credits will be paid out as per Section **2-29** of *The Saskatchewan Employment Act*. The employee will have the option to purchase those vacation credits from the employer;
- d) salary rate upon displacement or re-employment shall be established consistent with the terms of Article 21.04 – Pay upon Promotion, 21.07 – Lateral Transfer within the Same Pay Band, and Article 21.08 – Pay upon Demotion; and
- e) Pension, Group Life, Dental (Core), Disability Income Plan, Extended Health Benefits, and Enhanced Dental in accordance with the terms of the Plan.



Upon a relocation under the terms of this agreement, employee(s) who are already enrolled in a 3sHealth Benefit Plan shall not be required to serve a further qualifying period for eligibility of those 3sHealth benefit plan(s).

## **ARTICLE 26 – SEVERANCE PAY**

### **26.01 Severance Pay**

- a) An employee who has been laid off or who has been informed in writing that his/her job has been abolished and who elects to retire on immediate pension, or resign, shall be entitled to severance pay on the following basis:

$$5 \text{ days} \times \frac{\text{the number of years of service}}{\text{of service}} \times \frac{\text{the employee's current daily rate of earnings}}{\text{daily rate of earnings}}$$

- b) All other than full-time employees shall receive severance pay on a pro-rata basis.

$$\frac{\text{total hours paid}}{1944 \text{ or } 1872} \times 40 \text{ hours} \times \text{rate of pay of position}$$

## **ARTICLE 27 – HOURS OF WORK**

### **27.01 Definition**

- a) For the purpose of this agreement, a day shall be any twenty-four (24) hour period beginning at 0001 and ending at 2400.
- b) A week shall be midnight on Saturday to midnight on the following Saturday.
- c) Unless otherwise agreed the night shift shall be the first shift worked in each day, the day shift shall be the second shift, and the afternoon shift shall be known as the third shift in each calendar day.
- d) A weekend shall be from 0001 Saturday to 2400 Sunday.
- e) The three (3) week period shall mean that period designated by management between midnight on Saturday and midnight on the following third Saturday.

## 27.02 **Hours of Work**

The normal annual hours for full-time employees shall be one thousand nine hundred and forty-four (1944) hours per year.

### a) **Full-Time Employees**

Normal hours of work for full-time employees shall be one hundred and twelve (112) hours in a three (3) week period divided into shifts of eight (8) consecutive hours (exclusive of a specified meal period).

On completion of one hundred and twelve (112) paid hours all employees shall earn an unpaid day of rest. This day of rest shall be scheduled by mutual agreement between the employee and employer.

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

### b) **Part-time/Relief Employees**

During each three (3) week period, part-time employees shall be scheduled seven (7) days off. However, this will not preclude employees from accepting an offer of work on scheduled days off providing they do not exceed the determined full-time hours over three (3) weeks.

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

### c) **Field Employees**

i) Field designated positions may be created only by mutual agreement between the local of the union and the employer.

The hours of work of a field employee shall be unregulated, within any working day, or series of working days, by specific provisions of this agreement and shall average eight (8) hours times the number of normal working days in a three (3) week period and shall be reduced by eight (8) hours for each designated holiday in the three (3) week period.

In addition to the regular rates of pay, a shift differential in the amount specified in Article 27.15 – Shift Premium, shall be paid for all assigned hours worked by field employees, between the hours of 1800 and 0800.

- ii) **Field Hours Applicable to Home Care LPNs and Continuing Care Assistants**
  - a) The employer recognizes the need for flexibility in allowing employees to schedule their hours to meet the requirements of their positions and the union recognizes that the employer has the right to set the minimum daily hours of work as required to meet the operational needs of the program.
  - b) Daily hours of work of a field employee shall be unregulated within any one (1) working day or series of working days which may include variable start and end times on a daily basis, at the discretion of the employee based on client needs:
    - i) Full-time employees shall average eight (8) hours times the number of normal working days in a three (3) week period and shall be reduced by eight (8) hours for each designated holiday in the three (3) week period;
    - ii) Part-time employees shall not exceed the number of guaranteed hours as per their letter of appointment within the three (3) week period.
  - c) The employer will determine the client assignments, taking into account hours of direct care required, travel time, and time entitled to the employee for rest and meal periods.

Subject to the requirements to meet client needs and provide continuity of services, employees will be assigned core hours as follows:

Day Shift: 0600 – 1800 hours

Evening Shift: 1400 – 0200 hours

Night Shift: 2000 – 0800 hours

The employee shall communicate changes in the scheduled client times to the employer.

- d) Where prior approval has been obtained, the employee shall be paid overtime at applicable rates for hours worked which exceed the averaging period.

**Note:** If field hours are not applicable, the above does not preclude the employer and the local of the union from mutually agreeing on modified hours of work to suit local needs. Such modified hours may include the ability to offer work up to eight hours (8) in a twelve (12) hour period.

d) Flexible Working Hours

Flexible working hours may be negotiated between the employer and the local of the union.

e) Extended Shift Arrangements

Extended shift arrangements (10 or 12 hours) may only be implemented upon mutual agreement between the employer, the affected employees, and the local of the union.

- i) Twelve (12) hour extended shift arrangements shall include scheduling of two (2) rest periods and one (1) meal break totalling no less than sixty (60) minutes, inclusive of the twelve (12) hour scheduled shift and one (1) additional meal break of one half (1/2) hour, exclusive of the twelve (12) hour schedule shift;
- ii) Ten (10) hour shift arrangements shall include two (2) rest breaks, totalling no less than forty-five (45) minutes, inclusive of the ten-point one (10.1) hour shift and one (1) thirty (30) minute meal break, exclusive of the ten point one (10.1) hour shift.

27.03 **Rest Periods between Shifts**

- a) The employer(s) shall provide at least fifteen and one-half (15 ½) hours of rest between shifts, except as mutually agreed otherwise by the local of the union and the employer(s). Failure to provide this time will result in payment of overtime for any hours worked during such rest period.
- b) When offering relief work inside of seventy-two (72) hours the employer(s) shall provide at least eight (8) hours of rest between shifts. Failure to provide this time will result in payment of overtime for any hours worked during such rest period.

27.04 **Assignment of Relief Work**

When the employer determines that relief work is required the following conditions apply:

a) **Seniority**

The opportunity for employees to work additional shifts or expand their hours shall increase according to seniority, qualifications, and ability sufficient to perform the work. Where employees agree to work such additional shifts that fall outside their regularly assigned schedules, such work shall not be construed as a change of shift and shall not be eligible for overtime unless it causes an employee to work more than the normal full-time hours of work as set out in this collective agreement.

b) **Availability**

i) The employee shall identify their availability for relief work, on the application for relief work. All relief work will be offered/assigned based on the information provided by the employee. The local of the union shall have access to the prescribed forms.

ii) Employees may amend their application for relief work form:

- Annually on February 1 to be effective March 1 providing their availability does not fall below the requirement of the original posting; or

- When they accept a part-time or temporary position that affects their availability; or
  - By mutual agreement between the employer and the employee and the local of the union. Such agreement shall not be unreasonably withheld.
- iii) OTFT employees may make short-term requests for absences from their relief requirements from one or all department relief lists.
- iv) Employees working in more than one (1) department and/or facility agency shall be required to inform the immediate supervisor or designate of any potential overtime or situations which result in overtime rates of pay and/or scheduling conflicts as soon as the employee is aware.
- c) Relief Lists
- i) Dependent on their availability, employees shall be eligible to be on a maximum of three (3) relief lists;
- ii) Relief lists shall be revised as needed in order to reflect any changes. A copy of the most current list(s) shall at all times remain posted. In case of any dispute regarding call-in, the local of the union shall be provided with a copy of the applicable relief list from the affected department. Department shall mean the entire department or unit or specialized area or geographic location dependent upon the organizational structure as agreed by the local of the union and the employer(s);
- iii) If a relief employee has not worked for ninety (90) days in a department, he or she may be removed from the relief list of that department unless on approved leave or filling a temporary position.
- d) Employees on Leaves

Employees on the following leaves shall not be called to perform relief work from:

- Absence covered by WCB and/or DIP and/or *The Automobile Accident Insurance Act*

- Approved LOA, except education leave
- Vacation

e) Relief Work inside Seventy-Two (72) Hours

Relief work that becomes available within seventy-two (72) hours' notice shall be offered to employees on the relief list in order of seniority. If there is no immediate personal response to such call, the shift shall be offered to the next senior employee on the list. All such calls shall be recorded.

i) Offer of a Longer Shift

Should the senior employee be scheduled for a shorter shift and a longer shift becomes available within the same department, the employee shall be offered the longer shift.

f) Relief Work outside Seventy-two (72) hours

Relief work that becomes available outside seventy-two (72) hours' notice shall be assigned to employees on the relief list in order of seniority based on their availability.

i) Assignment of a Longer Shift

Should the senior employee be scheduled for a shorter shift and a longer shift becomes available within the same department, the employee shall be assigned the longer shift.

ii) Notification of Assignment

The employer shall notify the employee as soon as possible when shifts are assigned or reassigned.

g) Relief Hours/Reassignment in Extended Shift Agreements

Subject to Article 27.04 e) and f), should a senior employee be scheduled for a shorter shift and an extended shift becomes available, the employee shall be offered/assigned the extended shift.

h) **Change or Cancel a Shift**

The employer(s) reserves the right to change or cancel a relief employee's scheduled shift(s). If such shift(s) are cancelled without forty-eight (48) hours' notice, the employee shall be paid his/her regular earnings for any shift(s) cancelled within the forty-eight (48) hour period. A part-time employee who is working relief, and whose shifts are cancelled shall return to their part-time schedule. Insofar as regular operations permit, the employer will endeavour to cancel relief shifts in reverse order of seniority.

i) **Failure to Properly Assign Work**

The senior employee not called in accordance with these provisions shall be paid for all lost hours provided the error is discovered and recorded no later than fourteen (14) calendar days after the work is performed. After the fourteen (14) calendar days the employer will not be subject to payment.

j) **Failure to Work Assigned Relief Work**

Should an employee fail to perform relief work in accordance with their availability on the prescribed form – application for relief work, the employer, the employee, and the local of the union shall meet to discuss a resolution to the situation which may include removal from the relief list.

k) **Failure to Indicate Overtime**

Should an employee fail to indicate an overtime situation, they shall be paid the applicable overtime rates and the employee will be moved for twenty-eight (28) days to the bottom of all relief lists in the department where the infraction occurred.



Application For Relief Work

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Department and Facility: \_\_\_\_\_

In accordance with the posting and in addition, I am available for relief work in the above Dept/Facility on the following basis:

1. Are you available for relief on short notice?

Yes ( )                      No ( )

Minimum notice required \_\_\_\_\_ (minutes or hours)

2. Indicate what you are available for with respect to the following:

Minimum length of shift \_\_\_\_\_

Maximum length of shift \_\_\_\_\_

Number of days in a Row \_\_\_\_\_

If not willing to work up to full-time hours, limit my availability to \_\_\_\_\_ days in a week.

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

Yes ( )                      No ( )

If yes, attach a copy of your regular scheduled hours (if applicable)

4. Other relevant information \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

c.c. Personnel File  
Immediate Supervisor  
Employee

27.05 **Rest and Meal Periods**

- a) One (1) rest period of fifteen (15) minutes shall be scheduled by the employer(s) for each employee scheduled a shift of three (3) hours or more including travel time (exclusive of meal period).
- b) Two (2) rest periods of fifteen (15) minutes each shall be scheduled by the employer(s) for each employee scheduled a shift of at least seven (7) hours (exclusive of meal period).
- c) Every effort will be made to grant such rest periods midway between each half (1/2) shift.
- d) One (1) unpaid meal period of one-half (1/2) hour shall be scheduled for each employee working a shift of five (5) hours or more. Employees unable to take their meal period at the time scheduled, shall be provided time later in the shift for the meal break. Employees who work the normal full-time hours per day and who are unable to take their meal break will be paid one-half (1/2) hour at overtime rates.
- e) Where possible, the employer shall arrange a suitable location for an employee for breastfeeding and/or pumping during her scheduled breaks.

27.06 **Consecutive Days off**

Employees shall be scheduled no less than two (2) consecutive days off, unless single days are arranged by mutual agreement between the local of the union and the employer(s). However, this will not preclude employees who work less than full-time hours as per Article 27.02 – Hours of Work from accepting an offer of work on scheduled days off providing they do not exceed the determined full-time hours over three (3) weeks.

27.07 **Six (6) Consecutive Work Days**

Employees shall be scheduled to work no more than six (6) days straight unless otherwise mutually agreed between the employer(s) and the local of the union. Discussion on implementation of this article shall take place between the employer(s) and the local of the union.

**27.08 Split Shifts**

Split shifts shall not be scheduled except by mutual agreement between the local of the union and the employer(s).

**27.09 Time off in Lieu Bank**

At the request of the employee, time off, calculated at the appropriate overtime rates in lieu of overtime pay or designated holiday pay may be banked to a maximum of eighty (80) hours. This shall be taken at a time mutually acceptable between the employee and the employer(s) and must be recorded on time sheets or work sheets accessible to employees.

An employee's time in lieu bank will be paid out at the employee's request once per year. Any remaining portion of the time in lieu bank as of March 1 shall be paid out by March 31 of each year.

**27.10 Overtime Rates of Pay**

Employees shall not work overtime unless authorized by the employer.

a) Overtime by Seniority

All employees shall be eligible for overtime in their department and all overtime shall be offered in order of seniority.

b) Overtime against Wishes

No employee shall be required to work overtime against his/her wishes when other qualified employees within the work unit are willing to perform the required work.

c) Overtime Rates of Pay

i) Overtime on a Regular Day

Subject to Article 27.02, all hours worked in excess of the daily normal full-time hours of work shall be paid at the rate of one and one half (1 ½) the regular rate of pay for the first four (4) consecutive hours and two (2) times the regular rate of pay for hours worked in excess of four (4) consecutive hours in that day.

ii) Overtime Rate after Midnight

An employee who works overtime between the hours of 2400 and 0700 and where such overtime is continuous with the regular shift shall be paid at the rate of two (2) times the regular rate for all overtime hours so worked between 2400 and 0700.

If the evening shift ends before midnight and the employee is required to work overtime continuous with the evening shift and the overtime ends after midnight, then the entire overtime period shall be paid at double (2) time.

iii) Overtime on Day off

Full-time employees required to work their scheduled day or day(s) off shall receive two (2) times their regular rate of pay for such day or day(s) off worked.

This provision shall also apply to other than full-time employees once scheduled for one hundred and twelve (112) hours in the three-week period.

27.11 **Posting Work Schedule**

a) Master Schedules

i) The employer(s) and the local of the union shall establish master work schedules for regularly scheduled employees.

ii) The employer(s) may not amend a master schedule unless the employer(s):

a) gives notice of the proposed amendment to the local of the union a minimum of twenty-eight (28) calendar days in advance of the week in which the change is intended to take effect; and

b) makes reasonable efforts to meet and consult the local of the union about the proposed amendment within seven (7) calendar days of giving notice.

- iii) Any amended master schedule shall comply with the provisions of this collective agreement.
- b) Posted and Confirmed Work Schedules
  - i) Provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to the employees.
  - ii) Work schedule(s) shall be confirmed no less than fourteen (14) calendar days in advance.
- c) Agreed Deviation from a Posted and Confirmed Work Schedule
  - i) Deviation from a posted and confirmed work schedule shall only be by mutual agreement between the employer and employee(s) affected. When there is mutual agreement, the changes shall not be subject to overtime rates unless required by another provision of this collective agreement or employment standards legislation.
- d) Employer Directed Change to a Posted and Confirmed Work Schedule
  - i) When there is no mutual agreement to deviate from a posted and confirmed work schedule, the employer may direct an employee to work no more than seven (7) shifts different than the shifts in a posted and confirmed work schedule.
  - ii) When the employer directs a shift change, the employee shall be paid two (2) times the rate of pay for the entire shift(s) so changed. The “rate of pay” includes any premium for the shift(s) under another provision of this collective agreement or employment standards legislation.

**27.12 Mutual Trades**

Employees exchanging shifts between themselves, which results in deviation from the posted schedule, shall not be subject to the overtime provisions or overtime rates of pay unless such overtime rates of pay or overtime would have been paid irrespective of the change. Requests shall be in writing. Such exchanges shall be subject to the approval of the employer.

**27.13 Permanent Evening or Night Shift Arrangements**

An employee may request to work permanent evening or night shifts. Any such arrangements require the agreement of the employer, employee(s) affected, and the local of the union. In the event the employee(s) or employer wishes to terminate the agreement, they shall give sixty (60) days' notice in writing to the other party. Provisions under Article 27.11 – Posting Work Schedule will not apply if the incumbent vacates with less than sixty (60) days' notice.

**27.14 Minimum Report Pay**

- a) Any employee reporting for work shall be paid no less than three (3) hours at the regular rate of pay.
- b) The employer shall not implement scheduled shifts of less than three (3) consecutive hours.

**27.15 Shift Premium**

A shift premium of two dollars and seventy-five cents (\$2.75) per hour shall be paid to employees working shifts (including shifts worked on designated holidays) whereby the majority of such hours fall within the period 1500 and 0800 hours. Shift premiums shall not apply to overtime hours worked.

**27.16 Weekend Premium**

A weekend premium of two dollars and twenty-five cents (\$2.25) per hour in addition to any other shift differential shall be paid for each hour worked by an employee on the shift falling between 0001 Saturday and 2400 Sunday. When an employee is receiving overtime pay, weekend premiums will not apply.

**27.17 Weekends off (Third (3<sup>rd</sup>) Weekend Premium)**

- a) Insofar as possible within established staffing patterns, employees will be scheduled for weekends off on an equitable basis. All employees shall have at least one (1) weekend off in every three (3) week period.
- b) Full-time employees shall not be scheduled to work more than two weekends in a row. If a full-time employee accepts an offer of overtime on the third Saturday and/or Sunday they shall be compensated for all hours so worked in accordance with Article 27.10 c) iii).

- c) Other than full-time (OTFT) employees shall not be assigned/scheduled to work more than two weekends in a row. This does not preclude an OTFT employee from waiving their **third (3<sup>rd</sup>) weekend premium** to accept a shift at regular rates of pay.
- d) If an OTFT employee, who has not waived the **third (3<sup>rd</sup>) weekend premium**, accepts an offer of work on the third (3<sup>rd</sup>) Saturday and/or Sunday they shall be compensated for all hours so worked at a rate of 2.0x their regular rate of pay.
- e) Except where Article 27.17 g) applies, at no time shall an employee be paid overtime/**third (3<sup>rd</sup>) weekend premium** rates for regularly assigned/scheduled work on a Saturday and/or Sunday. An employee shall be eligible for **third (3<sup>rd</sup>) weekend premium** for a maximum of one Saturday and/or Sunday per designated three (3) week period.
- f) OTFT employees on approved paid leave on a weekend(s) in any three (3) week period shall not be assigned but may be offered work on a third (3<sup>rd</sup>) weekend.
- g) Where an employee is required to work overtime against their wishes (Article 27.10 b)) on a Saturday and/or Sunday or where an employee is required to work more than two consecutive weekends as a result of an employer directed change to their work schedule as per Article 27.11 d), they shall be eligible for **third (3<sup>rd</sup>) weekend premium** until such time the employee receives a weekend off or accepts an offer under 27.17 b) or 27.17 c) above.

#### 27.18 **Standby Defined**

Standby assignment shall mean a period during which the employee is not on regular duty, and must be available to respond to return to duty. The duration of standby will not be less than eight (8) hours. No employee will be required to be on standby in excess of one hundred and eighty-three (183) calendar days in one (1) calendar year against their wishes.

#### 27.19 **Alternate Arrangements for Standby**

Employees on standby may make mutual arrangements with other qualified employees to replace them, provided it is agreed to by the employer(s) in advance. Employees must advise the employer(s) of such change.

## 27.20 Standby Payments

A standby payment for standby assignment shall be paid to employee(s), so assigned on the following basis:

- a) three dollars and fifteen cents (\$3.15) cents per hour on a regular working day(s);
- b) four dollars and twenty-five cents (\$4.25) cents per hour on days off and designated holidays.

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

Other than full-time Emergency Medical Services employees shall be paid five dollars (\$5.00) for each hour on standby with a minimum payment of eight (8) hours each day on standby.

## 27.21 Call Back

- a) After Completion of Shift

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

- b) After Midnight, on Designated Holidays, and Scheduled Days off

Employees called back between the hours of 2400 midnight and 0700 or on designated holidays or on their scheduled days off shall be paid at the rate of two (2) times their regular rate of pay for all hours so worked with a minimum of two (2) hours. However, should a call back referred to above commence prior to 2400 hours (midnight) or continue after 0700 hours such time shall be paid at two (2) times the rate of pay.

Notwithstanding Article 27.23 – Phone Calls after Hours, an employee shall not receive payment for phone calls after hours within two (2) hours of the start of a minimum call back.



- c) For Emergency Medical Services Employees

Other than full-time employees who are called in while on standby shall receive regular rates of pay for all call-in hours of work except that overtime shall be paid for all hours worked in excess of the normal full-time daily hours or hours in the applicable averaging period.

**27.22 Call Back Transportation**

Employees who are called back to work outside their normal hours of work will use either the taxi company designated by the employer(s) and will charge the return fare to the employer(s), or where employees are required or choose to use their own mode of transportation, the employee shall be paid in accordance with Article 37.03 – Transportation.

**27.23 Phone Calls after Hours**

An employee who, after he/she has left his/her place of work, receives a phone call from the employer or designate and is required to provide off site assistance which does not involve a return to his/her place of work shall be paid for each hour or portion thereof, or a minimum of thirty (30) minutes at regular rates of pay, whichever is greater.

**27.24 Electronic Call Back**

- a) Electronic call back shall mean the following: Connecting to the employer's computer network via a computer modem or via an Internet service provider.
- b) Employees required to perform electronic call back after having completed their regular work schedule and after having left the work premises or equivalent, shall be compensated as follows:
- i) Any employee who is called back to work via an electronic call back shall be paid for a minimum of one (1) hour at the rate of time and one-half (1½) the regular rate, provided that if such employee is called back via an electronic call back a second (2<sup>nd</sup>) time within one (1) hour of the original call back, the employee shall not be paid an additional amount for such call back unless extends beyond one (1) hour.

- ii) Employees who are called back to work via an electronic call back between 2400 hours (midnight) and 0700 hours, or on a statutory holiday, or on a scheduled day off, or on vacation shall be paid at the rate of two (2) times the regular rate for all hours so worked with a minimum of one (1) hour at the rate of two (2) times the regular rate.

## 27.25 Maximizing Full-Time Employment

It is the intent of the employer that, insofar as the efficient operation of the employer is concerned the employer will:

- employ as many full-time employees as is reasonably possible;
- where viable, when posting part-time positions, incorporate the most hours feasible out of the predictable available work;
- minimize the use of relief work.

### a) Purpose

- to govern the review and allocation of hours with the goal of maximizing full-time employment
- discussion will take place between the employer and the local of the union prior to any implementation

### b) Maximizing Hours in Part-Time Positions

As part-time positions are vacated and approved for staffing, discussion shall take place between the employer and the local of the union and subject to an agreement between the employer and the local of the union, shifts may be redistributed in the following manner:

- i) when departmental reorganization is contemplated, the employer will meet with the local of the union to discuss the creation of full-time positions and/or the maximization of part-time positions;
  - ii) where positions are vacated, shifts will be distributed to part-time employees, in order of seniority with the aim of incorporating the most hours in a position.
- c) If all shifts are not redistributed as per b) or if mutual agreement cannot be reached as to the redistribution of additional hours, a part-time position will then be posted.

New letters of appointment for part-time employees will be issued when additional regular hours are added to their schedule.

Application of b) may result in part-time encumbered positions becoming full-time.

- d) If part-time positions within a specific functional area are vacated simultaneously, where operationally feasible, the employer shall combine the positions into a full-time position or a larger part-time position and post as per e) iii).
- e)
  - i) Where a relief employee is identified as working ongoing and regularly scheduled shifts, the employer will review the schedule with a view to incorporating those hours into schedules of senior part-time employees in the department, who desire them;
  - ii) Where i) is not applicable, a new permanent part-time position will be created and posted;
  - iii) The local of the union and the employer will meet to discuss the circumstances under which newly created positions will be posted. In some cases, the posting provisions may be, by mutual agreement, specific to a particular department.
- f) Dispute Resolution

Any outstanding issues regarding the application of this article or if resolution is not found at the meeting, the local of the union may choose to access the grievance procedure.
- g) Where it is identified that there is an ongoing pattern of overtime, the employer(s) and the local of the union shall meet to review the reasons for the overtime.

## 27.26 Variable Hours

Whereas the employer and the local of the union agree to a full-time employee's request for variable hours, the following terms and conditions shall apply:

- a) Purpose

Variable hours are intended to allow a permanent full-time employee to work less than regular full-time hours in their position while maintaining status as a permanent employee. It is intended to better accommodate the hours of work of the employee to their personal needs where operationally feasible.

b) **Initiation and Approval Process**

Only the permanent full-time incumbent of the position can initiate a request to establish a variable hours arrangement.

A permanent full-time employee, not on probation or trial, may make written application to temporarily reduce hours of work by 20%, 40%, 50%, or 60% or where a % cannot be established, specific shifts may be identified. This applies to “whole” shifts only. The request may be approved subject to the following guidelines.

- Application for variable hours form is filled out by the permanent full-time employee wishing to temporarily reduce hours and forwarded to the employer and the local of the union. The application must be submitted providing at least twenty-one (21) days of notice prior to the proposed effective date of the reduction.
- The proposal will be reviewed by the local of the union and the employer to determine their approval.
- The remaining hours must be posted and filled in accordance with Article 21.03 – Temporary Vacancies.
- The application form will be signed by the employer and the local of the union and an implementation date will be established upon filling the temporary vacancy.
- Requests shall not be considered/approved where the reduction is for purposes relating to other employment or to avoid non-preferred work hours.

c) **Duration and Termination**

- The variable hours of work requested shall be for a minimum of four (4) months to a maximum of twelve (12) months. An extension may be requested by the employee and agreed to by mutual agreement between the employer, the employee, and the local of the union.
- The employer or the employee, through the local of the union may cancel the variable hours of work arrangement by providing twenty-eight (28) calendar days written notice.

d) Terms and Conditions

- For the duration of the variable hour arrangement, employee participants will be considered as part-time employees with respect to collective agreement and benefit provisions.
- At the conclusion of the variable working hours assignment, the incumbent who is the original owner of the permanent position will return to his/her normal schedule.
- Should the employee who fills the temporary part-time position in the variable hours work arrangement vacate the position during the variable working hours arrangement, the permanent incumbent of the original position will immediately revert back to his/her permanent status until such time as the temporary position is posted and filled for the remainder of the temporary period.
- Should the employee who is the incumbent of the permanent original position vacate during the variable hours arrangement, the temporary part-time employee shall be governed by Article 21.03 c) d). The permanent full-time vacancy shall then be posted.
- The permanent employee shall not have access to Article 27.04 – Assignment of Relief Work or 27.10 a) – Overtime by Seniority. The relief employee in the temporary position may work additional relief hours and may be called to work overtime in accordance with Article 27.10.

In the event that either party wishes to terminate this agreement, that party shall give twenty-eight (28) days' written notice to the other party.

**SAHO/CUPE**  
**Application for Variable Hours**

**Employee Request**

Employee Name: \_\_\_\_\_ Classification: \_\_\_\_\_ Status: \_\_\_\_\_

Department: \_\_\_\_\_ Site: \_\_\_\_\_

Current Schedule (attached): \_\_\_\_\_

Desired New Hours (three week period): \_\_\_\_\_

Duration Requested (minimum 4 months-maximum 12 months):

Start Date: \_\_\_\_\_  
MM DD YY

Expiration Date: \_\_\_\_\_  
MM DD YY

Reason for Request: \_\_\_\_\_  
\_\_\_\_\_

Date of Application: \_\_\_\_\_ Employee Signature: \_\_\_\_\_  
MM DD YY

**Union and Employer Approval**

-Employer:      •Yes      •No

-Union:          •Yes      •No

Incumbent of Temporary Vacancy: \_\_\_\_\_

Approved Time Frame: (Implementation Date: \_\_\_\_\_)  
MM DD YY

Expiration Date: \_\_\_\_\_  
MM DD YY

Agreement Date: \_\_\_\_\_  
MM DD YY

CUPE Local: \_\_\_\_\_

Employer: \_\_\_\_\_

Date: \_\_\_\_\_  
MM DD YY

Date: \_\_\_\_\_  
MM DD YY

**Other:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **ARTICLE 28 – DESIGNATED HOLIDAYS**

### **28.01 Designated Holidays**

The employer(s) recognizes the following as designated holidays:

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

And any other day proclaimed as a designated holiday by the Federal, Provincial, or Municipal Government. A civically declared designated holiday in lieu of any of the above named holidays shall not be considered as a designated holiday.

Employer(s) shall post a list of dates upon which the designated holidays will be observed by December 1 of the preceding year.

### **28.02 Saturday or Sunday Holiday**

- a) Those employees who are regularly scheduled to work Monday through Friday, and:
  - i) the designated holiday falls on a Sunday, the following Monday will be a day off-in-lieu;
  - ii) the designated holiday falls on a Saturday, the previous Friday will be a day off-in-lieu, unless otherwise negotiated between the employer(s) and the local of the union.
- b) For employees whose regular days of rest are not Saturday or Sunday, the holiday will be observed on the day it occurs.

### **28.03 Christmas or New Year's Day off**

- a) Insofar as the regular operation of the employer permits, an employee shall have either Christmas Day or New Year's Day off alternately, unless the employee agrees otherwise.
- b) To achieve the above, the parties agree that certain shift scheduling provisions contained in this agreement may have to be temporarily waived for specified time periods. The

determination of the time period for the waiver of scheduling provisions and the manner of reinstating the shift schedule at the completion of the said time period shall be determined mutually for each department between the local of the union and the employer.

**28.04 Pay on a Designated Holiday**

Except as otherwise provided in this agreement:

- a) A full-time employee who works on designated holidays shall:
  - i) receive pay at the rate of one and one-half (1 ½) times their regular rate of pay and another day off in conjunction with days off with pay within four (4) weeks before or after the designated holiday occurs; or
  - ii) if mutually agreed between the employee and the employer(s), receive pay at the rate of two and one-half (2 ½) times their regular rate of pay; or
  - iii) if mutually agreed between the employee and the employer(s), receive their regular rate of pay and bank one and one-half (1 ½) times their regular rate of pay as time in lieu, in the bank as per Article 27.09 – Time off in Lieu of Bank.
- b) A full-time employee who does not work on the above designated holiday shall receive pay equal to one (1) day’s regular pay.
- c) All other than full-time employees who work on the above designated holidays shall receive pay at the rate of one and one-half (1 ½) times their regular rate of pay plus designated holiday pay in accordance with the formula in d) below.
- d) All other than full-time employees who do not work on the above designated holidays shall receive designated holiday pay on the following formula:

1944 =

$$\frac{\text{number of paid hours in the immediately preceding four weeks}}{149.5} \times \text{normal full-time hours/day} \times \text{employee's hourly rate of pay} = \text{designated holiday pay}$$



1872 =

$$\frac{\text{number of paid hours in the immediately preceding four weeks}}{144} \times \text{normal full-time hours/day} \times \text{employee's hourly rate of pay} = \text{designated holiday pay}$$

## 28.05 Scheduling on Designated Holidays

Notwithstanding Article 28.03 – Christmas or New Year's Day off, when the employer(s) needs an employee to work on a designated holiday, the shift shall be offered to the regularly scheduled incumbent unless the employee requests the day off and the employer can accommodate such a request.

## 28.06 Additional Day off

- a) When a designated holiday falls on a full-time employee's scheduled day off, the employee shall have an additional day off with pay within four (4) weeks before or after the designated holiday occurs. Such time off will be taken at a mutually agreed time.
- b) When a designated holiday occurs during a full-time employee's vacation leave, he/she shall be granted an additional day off as part of his/her vacation period.
- c) A full-time employee who works on their designated holiday shall have the right to reschedule their day off, by mutual agreement in the following four (4) week period.

## 28.07 Overtime on a Designated Holiday

- a) Working on a Designated Holiday which is also a Regularly Scheduled Day off

A full-time employee who works on a designated holiday which is also a regularly scheduled day off shall be paid at the rate of two (2) times their regular rate of pay and shall receive their additional day off as per Article 28.06 a).

- b) Overtime on a Regular Day of a Designated Holiday

Subject to Article 27.02, all hours worked in excess of the daily normal full-time hours of work on a designated holiday shall be paid at the rate of two (2) times the regular rate of pay for the first four (4) consecutive hours and two and one-half

(2 ½) times the regular rate of pay for hours worked in excess of four (4) consecutive hours in that day.

c) **Overtime Rate after Midnight on a Designated Holiday**

An employee who works overtime between the hours of 2400 and 0700 on a designated holiday and where such overtime is continuous with the regular shift shall be paid at the rate of two and one-half (2 ½) times the regular rate for all overtime so worked between the hours of 2400 and 0700.

If the evening shift ends before midnight and the employee is required to work overtime continuous with the evening shift and the overtime ends after midnight then the entire overtime periods shall be paid at two and one-half (2 ½) times the regular rate of pay.

**28.08 Overlapping Shifts**

In the case of an employee who works a shift which begins on one (1) day and ends on the next, the credit for the purposes of Article 28.04 – Pay on a Designated Holiday, shall be determined in accordance with Article 27.01 c).

**ARTICLE 29 – VACATIONS**

**29.01 Definition**

Vacation year means the twelve (12) month period commencing on the first (1<sup>st</sup>) day of April in each calendar year and concluding on the thirty-first (31<sup>st</sup>) day of March the following calendar year.

**29.02 Time off and Pay for Annual Vacation**

An employee shall accrue annual vacation credits on the following basis:

Vacation shall be accumulated and paid on a Region-wide basis.

**Effective October 23, 2022, the language in 29.02 VACATIONS Time off and Pay for Annual Vacation above is removed and replaced with language in in 29.02 VACATIONS Time off and Pay for Annual Vacation below:**

**29.02 Time off and Pay for Annual Vacation**

An employee shall accrue annual vacation credits on the following basis:

Vacation shall be accumulated and paid on **the following** basis.

- a)
  - i) During the first (1<sup>st</sup>) and subsequent years, including the third (3<sup>rd</sup>) year of continuous employment:  
  
earn fifteen (15) days off (or one hundred and twenty (120) hours per year)
  - ii) During the fourth (4<sup>th</sup>) and subsequent years of continuous employment, including the fourteenth (14<sup>th</sup>) year of continuous employment:  
  
earn twenty (20) days off (or one hundred and sixty (160) hours per year)
  - iii) During the fifteenth (15<sup>th</sup>) and subsequent years of continuous employment, including the twenty-fourth (24<sup>th</sup>) year of continuous employment:  
  
earn twenty-five (25) days off (or two hundred (200) hours per year)
  - iv) During the twenty fifth (25<sup>th</sup>) and subsequent years of continuous employment:  
  
earn thirty (30) days off (or two hundred and forty (240) hours per year)
- b) An **employee** shall receive the greater amount of annual vacation pay as calculated by either of the following formulas:
  - i) The number of working days of annual vacation, accumulated in accordance with Article 29.02 a) paid at their current rate of pay; or
  - ii) As determined by the **employee's** eligibility for annual vacation of either three fifty-seconds (3/52), four fifty-seconds (4/52), five fifty-seconds (5/52), or six fifty-seconds (6/52) of the **employee's** total pay during the previous vacation year.

### 29.03 **Access to Vacation Credits**

An **employee** shall have access to their vacation credits as earned. Seniority rights for access to vacation credits may be lost where such vacation would interfere with the normal operation of the facility or rights of others.

**29.04 Posting of Annual Vacation Credits**

Projected accumulated vacation credits for all employees shall be posted February 1 of each year and will be subject to verification.

**29.05 Posting Vacation Schedule**

The employer(s) shall post notice that employees may submit annual vacation requests.

Annual vacation shall be regulated on a mutually agreed basis. In cases of disagreement, seniority shall govern in the department. When annual vacations are split, seniority shall govern in only one instance. Employees shall indicate their choice by March 15. After this date, vacation dates shall be governed on a first-come basis. Employees who do not request annual vacation before March 15 shall forfeit their right to use seniority.

Vacation schedules shall be posted and confirmed no later than April 1.

This shall not preclude employees from requesting vacation throughout the vacation year, providing they give three (3) weeks' notice and do not interfere with predetermined vacations based on seniority.

The employer(s) shall confirm in writing, to the employee, the granting of his/her request within seven (7) calendar days. Should the employer(s) fail to respond to the request in writing, the request shall be deemed granted.

**29.06 Broken/Unbroken Vacation Period**

An employee shall be entitled to receive his/her entire vacation in a broken or unbroken period as mutually agreed upon between the employee and employer(s).

**29.07 Vacation Pay on Termination or Retirement**

An employee who leaves after one (1) year of service without having received his/her annual vacation for that year, shall be allowed pay-in-lieu of earned vacation leave.

**29.08 Carry over of Vacation**

The vacation entitlement contained herein will be taken by all the employees annually, subject, however, to the provision that the

employees may make application to the employer(s) for carry over of the entitlement to the following year.

29.09 **Designated Holiday within Scheduled Annual Vacation Period**

When a designated holiday falls within an employee's scheduled vacation period, that day shall be recognized as a designated holiday and the employee shall be paid in accordance with Article 28.06 – Additional Day off.

29.10 **Approved Absence during Vacation**

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

- a) Granted bereavement leave, or
- b) Granted sick leave as a result of hospitalization during the scheduled vacation, or
- c) Granted other approved leave of absence, or
- d) Granted sick leave for an illness which would confine the employee to the residence or to bed rest for a duration of more than three (3) days. A medical certificate substantiating proof of illness may be required.
- e) On Disability Income Plan leave, the employee shall have the option of cancelling their scheduled vacation and their vacation credits will be reinstated for use at a later date.

The above provisions in b) and d) shall also apply in situations where an employee is granted sick leave immediately prior to commencing his/her scheduled vacation and such illness continues into the period of scheduled vacation.

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

29.11 **Employees Called Back from Vacation**

When the appropriate employer designate makes it mandatory for an employee to cancel prearranged vacation the employee shall immediately notify the employer of any prearranged vacation and

associated costs. Such costs incurred as a result of the cancellation shall be reimbursed by the employer upon submission of receipts.

Employees called back from their vacation shall be paid at the rate of two (2) times their regular rate of pay for all hours so worked. Such vacation days so worked shall be rescheduled at the discretion of the employee.

#### 29.12 **Vacation Pay in Advance**

An employee requesting vacation pay in advance shall receive vacation pay in the fourteen (14) day period immediately preceding the vacation period.

### **ARTICLE 30 – LEAVES OF ABSENCE**

#### 30.01 **General Leave of Absence**

- a) Leave without pay shall be granted to the employee insofar as the regular operation of the facility or agency will permit. All requests for leave of absence must be submitted in writing and shall include commencement date and length of the leave. For any leave for over thirty (30) calendar days the employee will furnish reasons for the request. The employer(s) shall respond to all requests for leave of absence within seven (7) days of receipt of the request with a copy forwarded to the local of the union.
- b) General leaves of absence are not intended for the purposes of reducing an employee's hours of work on a continuing basis or in order to repeatedly avoid being scheduled for work on the same named day of the week. When there is a demonstrated pattern of such use, the employer, local of the union, and the employee shall meet to discuss alternative solutions.

#### 30.02 **Leave without Pay for Union Business**

- a) Except in extenuating circumstances, the employer(s) agrees that on at least forty-eight (48) hours' notice in writing leave of absence shall be given to any designated employee(s) for the purpose of conducting union business, however, where union business is regularly scheduled, the official will advise the employer(s) as soon as he/she is aware.

- b) The employer(s) may waive any portion of the notice period.
- c) An employee granted leave under this article shall earn vacation credits, sick leave credits, and designated holiday pay.
- d) The employer(s) agrees to continue to pay normal salary, supplementary earnings, and benefits to employees delegated on a short-term basis of one (1) month or less to attend to union business and that the employer(s) is to charge the local of the union for reimbursement of the cost. Such costs shall only include:
  - i) actual lost wages;
  - ii) Employer(s)'s share of Canada Pension contributions;
  - iii) Employer(s)'s share of Employment Insurance premiums;
  - iv) Employer(s)'s share of Pension contributions or equivalent;
  - v) Employer(s)'s share of Group Insurance premiums;
  - vi) Employer(s)'s share of Disability Income contributions;
  - vii) Employer(s)'s share of Dental Plan;
  - viii) Workers' Compensation premiums;
  - ix) Extended Health Plan and Enhanced Dental Plan Premiums.
- e) On leaves of absence of more than one (1) month and at the request of the local of the union, the employer(s) agrees to pay normal salary and benefits to an employee and will charge the local of the union, in addition to those costs set forth in Article 30.02 (d) – Leave for Union Business an amount for the following benefits:
  - i) annual vacation;
  - ii) sick leave;
  - iii) designated holidays.

Employees on union leave shall be replaced for all applicable time off. If replacement staff is not provided, the employer(s) shall provide reasons in writing to the local of the union.

### 30.03 **Leave with Pay for Union Business**

It is understood and agreed between the parties that in order to facilitate the resolution of matters of mutual concern, other than collective bargaining, the following arrangements will be implemented:

- a) The local union representatives shall suffer no loss in salary for time lost from duties for the purpose of attending meetings at the request of and with representatives of the employer and/or administration;
- b) Presidents of each local of the union shall be granted up to eight (8) hours without loss of pay to attend to matters within their bargaining unit related to the agreement between the local of the union and the employer(s). Such leave shall only be in conjunction with Regional union/management meetings as per Article 13 – Union/Management Committee and shall not exceed eight (8) hours in any given month. Notice of such leave shall be in accordance with Article 30.02.

**Effective October 23, 2022, the language in 30.03 b) LEAVES OF ABSENCE Leave with Pay for Union Business is removed and replaced with language in 30.03 b) LEAVES OF ABSENCE Leave with Pay for Union Business below:**

- b) **The general vice-president of each of the five (5) CUPE Regions (as provided in Appendix I)** shall be granted up to eight (8) hours without loss of pay to attend to matters within the bargaining unit related to the agreement between the local of the union and the employer(s). Such leave shall only be in conjunction with union/management meetings as per Article 13 – Union/Management Committee and shall not exceed eight (8) hours in any given month. Notice of such leave shall be in accordance with Article 30.02.

### 30.04 **Leave of Absence for Full-Time Union/Public Duties/Professional Association**

- a) An employee who is elected, selected, or appointed for a full-time position with the union or any labour body with which the union is affiliated shall be granted an unpaid leave of absence without loss of seniority for the term of office. Such leave may be renewed each year during the term of office.



- b) An **employee** who is offered and accepts, selected, or appointed to public office shall be granted unpaid leave of absence without loss of seniority for the term of public office.
- c) An **employee** who is elected, selected, or appointed for a full-time position with a Health Care professional association shall be granted an unpaid leave of absence without loss of seniority for the term of office. Such leave may be renewed each year during the term of office.

### 30.05 **Bereavement Leave**

Upon request, on the death of a family member, as herein defined, an **employee** shall be granted bereavement leave with pay from scheduled work occurring between the date of death and two (2) days after the funeral as follows:

- a) Four (4) regularly scheduled consecutive working days in the event of the death of an **employee's** spouse (including same sex), common-law spouse, parent, mother-in-law, father-in-law, grandchild, brother, sister, child, stepchild, fiancé, former guardian, or someone with whom they have had an equivalent relationship;
- b) Two (2) regularly scheduled consecutive working days in the event of the death of grandparents, great grandparents, spouse's grandparents, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, or any other relative for whom an **employee** is required to administer bereavement responsibilities;
- c) Where the **employee** acts as an active pallbearer, the **employee** shall be granted bereavement leave with pay, up to four (4) hours;
- d) Where an **employee** is required to travel over five hundred (500) kilometres or more one way to attend the funeral the **employee** shall receive a maximum of two (2) additional days leave without loss of pay and benefits based on their scheduled shifts. Such leave shall be continuous with the leave as defined in the preamble above.
- e) Where there is a memorial service instead of a funeral, the period of absence from the workplace for the purposes of bereavement leave shall be the same.

- f) Where there has been a funeral, an employee may access one (1) day of bereavement leave for the purpose of attending a memorial service or an interment so long as the total period of absence does not exceed the maximum as per a) through d) above and the memorial service or interment occurs within one (1) year from the date of death.

In addition the employee may request vacation or unpaid leave of absence or TIL bank as may be required for this purpose.

### 30.06 **Leave for Serious Illness**

Where an employee has primary care responsibilities, he/she shall be granted leave with pay for the serious illness of a member of the immediate family as defined in Article 30.05 up to a total of two (2) consecutive working days. Serious illness shall be defined as an emergent or life-threatening situation.

In addition the employee may request vacation or unpaid leave of absence as may be required for this purpose.

### 30.07 **Family Illness Leave**

The purpose of family illness leave is for the employee to access time away from work, without loss of pay, in circumstances where a family member, as defined in Article 30.05 is ill and requires the attention of the employee.

- a) Full-time employees shall accumulate family illness leave credits at the rate of two (2) hours, prorated for OTFT, for each month of employment.
- b) Family illness leave credits shall not be accumulated from year to year.
- c) Employees may also request vacation time, earned time off, or unpaid leave of absence as may be required for this purpose.

When requesting family illness leave, employees will be expected to identify the family member who is ill, the general nature of the employee's involvement, and the amount of time that is required.

### 30.08 **Leave for Pressing Necessity**

An employee shall be granted leave without pay for pressing necessities. Pressing necessity shall be defined as any circumstances of

a sudden or unusual occurrence that could not by the exercise of reasonable judgement have been foreseen by the employee and which required the immediate attention of the employee.

The employee may elect to use vacation, designated holiday, or earned day off.

### 30.09 **Medical Care Leave**

An employee who is unable to make arrangements for personal preventative health care outside of scheduled work time shall be granted time off with pay to a maximum of twenty-four (24) working hours per year. Such time off will be deducted from the employee's sick leave accumulation.

On request, employees will be required to show proof of such care.

Where an employee is unable to make necessary arrangements outside of work time for any ongoing treatment or medical investigation, an employee shall have access to sick leave credits.

### 30.10 **Parental Leave (Maternity, Paternity, Adoption)**

a) An employee who makes application for leave under this article at least one (1) month in advance of the requested start date:

i) And who provides her immediate supervisor with a medical certificate certifying that she is pregnant and specifying the estimated due date is entitled to and shall be granted maternity leave for a period not exceeding 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.

Where in the opinion of the employee's medical practitioner, a further extension of the leave is necessary for medical reasons, such leave shall be extended;

ii) And who provides their immediate supervisor with proof of adoption of a child shall be granted adoption

leave for a period not exceeding eighteen (18) months, which shall not commence prior to the date at which the child becomes available for adoption;

- iii) An **employee** who makes application for paternity leave at least one (1) month in advance of the commencement date shall be granted paternity leave for a period of up to eighteen (18) months duration. Paternity leave is in accordance with this article.
- b) No **employer(s)** shall dismiss or lay off an **employee** solely because she is pregnant or has applied for leave in accordance with subsection a) above.
- c) With fourteen (14) days' notice, an **employee** may return prior to the expiration of the leave.
- d) An **employee** returning from maternity leave shall be reinstated in the position with the hours of work in the department in which she was employed prior to going on leave. If her position is abolished during her leave, she shall be subject to layoff as if she had been occupying the position at the time of its abolition.
- e) An **employee** unable to perform her regular duties, but able to perform other work, shall, where possible, be permitted to do so at the appropriate rate of pay for the position she is filling.

### 30.11 **Compassionate Care Family Leave**

Employees shall be granted a leave of absence without pay to ensure that they have access to the Federal Compassionate Care benefit program.

### 30.12 **Paid Jury or Court Witness Leave**

When an **employee** is absent by reason of a summons to serve as a juror or a subpoena to serve as witness, such **employee** shall not suffer any loss of salary or wages while so serving. The amount paid by the **employer(s)** shall be the difference between the **employee's** normal salary and the indemnity (exclusive of travel and sustenance) paid by the court.

### 30.13 **Educational Leave**

An **employee** shall be granted up to forty-eight (48) months' unpaid leave for education leave, insofar as the regular operation of the facility

or agency will permit. Except in extenuating circumstances, employees shall give seven (7) days' written notice. Persons on educational leave shall be eligible to apply for relief positions.

a) In Service Education/Staff Development

The employer(s) shall provide in a suitable location such reference materials as may be required in relation to maintaining up to date knowledge.

In service education, workshops, and seminars will be provided within normal working hours whenever possible.

Where an employee's attendance is required at an in service, seminar, or workshop, outside normal working hours, the employee shall be paid in accordance with the collective agreement.

b) Cardiopulmonary Resuscitation (CPR) Training and Recertification

i) Where an employee's attendance is required at CPR training or recertification, the employee shall be paid at straight time rates or be given equivalent time in lieu;

ii) When offered by the employer, CPR training and recertification will be provided within the normal working hours wherever possible.

c) Tests and Examinations

No employee shall suffer loss of pay while writing examinations or tests required by the employer.

d) Upgrading

An employee may be given assistance by the employer(s) to attend specific courses, seminars, schools, etc. pertaining to the employee's classification and job.

Participation in pertinent educational programs is encouraged by the employer(s). Subject to adequate staffing levels being maintained, and upon the request of an employee, the employer may grant leave, with or without pay, to attend conferences, workshops, seminars, or professional meetings

covered job-related topics. Tuition costs, registration fees, or expenses incurred may be paid by the employer(s) concerned.

When the employer(s) requires the attendance of one or more employees at a conference or workshop, or similar educational session, normal salary and benefits shall be continued for the scheduled workdays lost during that period of absence. In addition, all registration or tuition fees and reasonable and substantiated expenses related to the session shall be paid by the employer(s).

e) **Professional Development**

In recognition of the mutual value of furthering education the employer shall issue and make available to the union a statement of its policy in respect to leaves of absence and any other assistance which it may make available to employee(s) who desire to seek leave:

- i) for formal educational purposes
- ii) for professional development workshops

The employer shall be fair and equitable when granting time off for attendance at professional association meetings, workshops, and other professional development opportunities.

The employer shall endeavour to provide paid professional development opportunities including but not limited to workshops, conferences, seminars, lectures, and meetings.

**30.14 Military Service (Active)**

a) **Employees Called to Active Service**

Employees called up to active service in the Armed Forces of Canada shall be granted a leave of absence without pay for the period of active service.

b) **Benefits While on Active Service**

Employees shall be granted full sick leave credits for the period of leave.

c) **Salary on Return from Leave**

An employee, returning from the leave, shall be entitled to return to his/her former step in his/her salary range subject to any increments that he/she would have received, had he/she remained in the employ of the employer.

30.15 **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 a paid leave for a maximum of five (5) days and an unpaid leave for a maximum of a further five (5) days for interpersonal violence leave as provided for in the interpersonal violence leave in *The Saskatchewan Employment Act* (SEA), Section 2-56.1. 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 the unpaid portion of the leave. After ten (10) days, an employee may request to use other applicable leave provisions as per the collective agreement.

30.16 **Benefits During Leave of Absence without Pay**

When on leave of absence without pay, employees shall be entitled to benefits of this agreement, other than salary as follows:

- An employee shall be entitled to earn sick leave, vacation leave, and designated holidays for the first thirty (30) consecutive calendar days of an unpaid leave of absence.

30.17 **Notification of Return from Leave**

Notwithstanding Article 21.03 c), notice of intention to return to work from or to request a change in the length of a general leave of absence (Article 30.01), education leave (Article 30.13), or parental leave (Article 30.10) must be forwarded to the employer fourteen (14) days prior to the date of the return to work or expiration of a leave.

## **ARTICLE 31 – SICK LEAVE**

### **31.01 Definition of Sick Leave**

- a) Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled due to physical, mental, or emotional illness.
- b) An employee shall not be entitled to use sick leave credits because of an illness or disability covered and paid by the Workers' Compensation Board or for which income replacement benefits are paid under *The Automobile Accident Insurance Act*.

### **31.02 Accumulation of Sick Leave Credits**

Employees shall accumulate one and one-quarter (1 ¼) days per month to a maximum of one hundred and ninety (190) days.

Other than full-time employees shall earn sick leave credits on a pro rata basis.

Employees who have in excess of one hundred and ninety (190) days in their current sick bank will maintain those days, however, at any time they fall below one hundred and ninety (190) days the new maximum will be one hundred and ninety (190) days.

### **31.03 Deductions from Sick Leave Credits**

- a) A deduction shall be made from accumulated sick leave credits for all normal working hours absent for sick leave.
- b) Relief Employees access to Sick Leave Credits & Bridge Benefit of the Disability Income Plan
  - i) Other than full-time employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period access to accrued sick leave credits will be based on the average number of paid hours in the fifty-two (52) weeks preceding the illness.
  - ii) Where the employee provides advance notice of such illness or disability, the date of notification shall serve as the designated posted and confirmed period



for the purpose of this article and access to sick leave credits shall be based upon the average number of paid hours in the fifty-two (52) week period preceding the illness.

- iii) During or following the posted and confirmed period, other than full-time employees shall have access to the Disability Income Plan in accordance with the terms of the plan.

#### 31.04 **Notification of Illness**

- a) Employees who may be absent from duty due to illness or injury, shall notify the immediate supervisor or designate as soon as possible, prior to the commencement of the scheduled shift.
- b) The employee shall inform the supervisor of the anticipated date of return to work and any limitations or restrictions.

#### 31.05 **Proof of Illness**

An employee may be required to produce a certificate from a medical practitioner for any illness certifying that he/she was unable to carry out their duties due to illness. Such certificate shall be requested during the illness.

#### 31.06 **Recognition of Social Illness**

The employer and the local of the union recognize that mental illness and chemical addictions are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as now applied for other health problems. Employees whose partner or a dependant family member is undertaking a rehabilitative program for alcoholism or chemical addiction may apply for vacation time or leave without pay to participate with his/her partner in such rehabilitative program.

It is recognized by both the employer and the local of the union that it is the personal responsibility of the individual to accept treatment. The acknowledgment of the above is not to be interpreted as constituting a waiver of management's responsibility to maintain discipline or the right to take disciplinary measures within the framework of this collective agreement.

## 31.07 **Accommodation of Employees**

### a) **General**

Accommodation of employees within the workplace is a shared responsibility between the employer, the union, and the employee.

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.

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

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

Note: All options shall be considered when accommodating employees.

In such circumstances, the employer and the local of the union may agree to waive certain provisions in this agreement.

### b) **Medical Information**

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

The procedure to determine that an employee is fit to perform the duties of his/her job or modified work must be made in

such a way as to protect the confidentiality of the employee's medical information, which shall be limited to:

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

The employee and union representative who attend an accommodation meeting shall be released from duty without loss of pay.

### 31.08 **Return to Work**

Where the illness or disability prevents the full return of the employee to the working environment, the employer, local of the union, and employee shall meet to discuss referral of claim to Workers' Compensation Board or Disability Income Plan.

- a) Employees returning to work within the two (2) years will be reinstated to the position the employee held prior to the commencement of the absence, except in cases of layoff unless the employee is not capable of performing the duties of the position.

In the event the employee is not capable of performing the duties of the position held prior to the commencement of the absence, the employer and the union will meet to discuss accommodation of the employee into another position.

- b) Employees who have been absent from work for a period of two (2) years will have the circumstances of their absence reviewed at the end of the two (2) year period. Such review shall include both a medical review and a review by the employer and the union:
- i) if at the time of the review it is determined the employee will be capable of returning to his/her

position in the near future, the employee will be granted a further leave of absence, the employee's position will continue to be filled on a temporary basis and the employee will be returned to their former position upon return to work;

- ii) if at the time of the review it is determined the employee will not be capable of returning to their position in the near future, the employee's position will be posted and filled permanently.

The employee's name will be placed on a disability re-employment list and the employee shall be accommodated if fit to return to work and/or may apply for vacancies when the employee is fit to return to work.

Employees whose names are placed on the disability re-employment list shall not earn vacation credits, designated holiday pay, sick leave credits for the entire period.

**Effective October 23, 2022, the language in 31.08 SICK LEAVE Return to Work is removed and replaced with language in 31.08 SICK LEAVE Return to Work below:**

### **31.08 Return to Work**

Where the illness or disability prevents the full return of the employee to the working environment, the employer, local of the union, and employee shall meet to discuss referral of claim to Workers' Compensation Board or Disability Income Plan.

- a) Employees returning to work within the two (2) years will be reinstated to the position the employee held prior to the commencement of the absence, except in cases of layoff unless the employee is not capable of performing the duties of the position.

In the event the employee is not capable of performing the duties of the position held prior to the commencement of the absence, the employer and the **local of the union** will meet to discuss accommodation of the employee into another position.

- b) Employees who have been absent from work for a period of two (2) years will have the circumstances of their absence reviewed at the end of the two (2) year period. Such review

shall include both a medical review and a review by the employer and the **local of the union**:

- i) if at the time of the review it is determined the employee will be capable of returning to his/her position in the near future, the employee will be granted a further leave of absence, the employee's position will continue to be filled on a temporary basis and the employee will be returned to their former position upon return to work;
- ii) if at the time of the review it is determined the employee will not be capable of returning to their position in the near future, the employee's position will be posted and filled permanently.

The employee's name will be placed on a disability re-employment list and the employee shall be accommodated if fit to return to work and/or may apply for vacancies when the employee is fit to return to work.

Employees whose names are placed on the disability re-employment list shall not earn vacation credits, designated holiday pay, sick leave credits for the entire period.

### 31.09 **Graduated Return to Work**

The local of the union, the employee, and the employer will meet to discuss the circumstances where the employees are able to return to work on a graduated return to work program. Such discussions shall include possible modification in the workplace or work process to reduce or eliminate the length of the employee's absence from their own position. The employee shall have local of the union representation during this discussion. Should the modification be possible, the employee shall be expected to return or continue working.

### 31.10 **Employees who Contribute to the Public Service Superannuation Plan**

For employees who contribute to the Public Service Superannuation Plan the employer agrees to honor Section 112(b) of the 1967 *Public Service Act*:

*“An Employee whose sick leave benefits are exhausted may draw on his/her future credits to a maximum of thirty (30) days, providing that he/she has enough equity in*

*superannuation of E.S.A. contributions to cover any overdrawn amounts in the event that he/she separates, dies or retires from the service”.*

## **ARTICLE 32 – TUBERCULOSIS COMPENSATION**

### **32.01 Compensation Payable**

People seeking employment will be categorized as follows:

- a) Persons showing no signs of previous tuberculosis infection, as confirmed by negative tuberculin tests;
- b) Persons showing no clinical evidence of disease, but with positive tuberculin and negative chest X-ray findings;
- c) Persons showing evidence of inactive tuberculosis and who have never required treatment for the disease;
- d) Persons showing evidence of arrested tuberculosis;
- e) Persons showing clinical signs of active tuberculosis (these will not be employed).

Persons falling in categories a), b), and c) will be eligible for compensation if they meet the conditions of the clause following:

An employee who contracts tuberculosis while in the employ of the Regional Health Authority shall be paid ninety (90%) percent of the salary the employee was receiving at the time they were declared unfit for duty. When an employee is declared by a qualified tuberculosis specialist to be fit for light or part-time work, they will remain on full compensation, unless light or part-time work can be assigned.

**Effective October 23, 2022, the language in 32.01 TUBERCULOSIS COMPENSATION Compensation Payable above is removed and replaced with 32.01 TUBERCULOSIS COMPENSATION Compensation Payable below:**

An employee who contracts tuberculosis while in the employ of the **employer** shall be paid ninety (90%) percent of the salary the employee was receiving at the time they were declared unfit for duty. When an employee is declared by a qualified tuberculosis specialist to be fit for light or part-time work, they will remain on full compensation, unless light or part-time work can be assigned.

### 32.02 **Compensation/Testing**

- a) An employee who requires testing away from home shall be compensated for all lost time and expenses including travel costs as per Article 37.03.
- b) An employee who has been requested by management to be absent from their place of work pending investigation of the clinical signs of tuberculosis shall receive full compensation in accordance with Article 32.01 during the period between the date that the employee is first absent and the date that a conclusive diagnosis is made. The amount payable under this section may be increased to one hundred (100%) percent of pay by charging the additional amount to the employee's accumulated sick leave.

### 32.03 **Compensation on Termination**

An employee whose services have been terminated for any cause and who within three (3) months of separation is diagnosed by a Physician as having tuberculosis, shall be entitled to the above compensation and the salary rate shall be based on the salary he/she was receiving at the time his services were terminated.

The benefits of this provision may be extended for an additional three (3) months, provided that the former employee concerned submits an X-ray plate taken within three (3) months after the termination of employment.

### 32.04 **Duration of Compensation**

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

**Effective October 23, 2022, the language in 32.04 TUBERCULOSIS COMPENSATION Duration of Compensation above is removed and replaced with language in 32.04 TUBERCULOSIS COMPENSATION Duration of Compensation below:**

### 32.04 **Duration of Compensation**

Such compensation shall be paid until the employee is declared fit for work by a physician.

### 32.05 **Compensation not Payable**

- a) Those new employees showing evidence of arrested tuberculosis (category d) will not be eligible for compensation.
- b) Those new employees showing evidence of inactive tuberculosis who have never required treatment for the disease (category c) will not be eligible for compensation, if active tuberculosis is discovered within the first twelve (12) months of their employment.
- c) No compensation will be paid to any employee who is found within the first three (3) months of employment to have tuberculosis, except persons showing no signs of previous tuberculosis infection as confirmed by negative tuberculin tests.
- d) Compensation under this article will not be paid to an employee:
  - i) who on commencing employment or termination of employment, refuses to take a tuberculin test and/or **X-ray**;
  - ii) who has a negative tuberculin test and refuses to take a tuberculin test every three (3) years during the terms of his/her employment;
  - iii) who has a positive tuberculin test and refuses to take a chest **X-ray** every two (2) years during the terms of his/her employment; **and**
  - iv) who refuses to conform to the treatment plan prescribed by a qualified tuberculosis specialist or designated **general practitioner**.

### 32.06 **Sick Leave Credits**

An employee absent from duty due to the contacting of tuberculosis under circumstances above, shall not have such absence charged against sick leave allowed under Article 31, except as provided under Article 32.02.



## ARTICLE 33 – WORKERS’ COMPENSATION

### 33.01 Workers’ Compensation

When an employee is injured in the performance of his/her duties or incurs an industrial illness during working hours, and the accident or illness is compensable under the provisions of *The Workers’ Compensation Act*, the employer shall pay to the employee an amount equivalent to his/her total gross earnings, inclusive of the Workers’ Compensation Board payments, less an amount equal to his/her normal deductions for a period not to exceed one (1) year. In no event shall the amount received by the employee be less than the amount remitted to the employer by the Workers’ Compensation Board.

The Workers’ Compensation cheque shall be made payable to the employer(s) for the first year. For the purpose of determining total gross earnings for employees, all earnings earned within the fifty-two (52) week period prior to the absence shall be considered and prorated in accordance with the length of absence.

Where the employee’s status has changed from other than full-time to full-time within the fifty-two (52) week period, the calculation of gross earnings will be based upon the period of time since the date of change to the employee’s status to the time the Workers’ Compensation claim is initiated.

The following process will be followed until the claim is adjudicated:

- a) On the date of injury the employee will be paid sick time for all time lost;
- b) The employee shall be granted an advance of regular wages, less normal deductions, pending initial adjudication of the claim;
- c) If the claim is not accepted by the Workers’ Compensation Board, the time off taken by the employee will be deducted from the available sick leave credits. If the payments exceed the amount of sick leave credits available, the necessary adjustments will be made. The employee may apply for Employment Insurance benefits and/or Disability Income Plan benefits;
- d) Upon the request of the employee during the waiting period for Employment Insurance, the employer shall advance the employee’s salary up to the value of the employee’s vacation credits or banked time.

Should the employee's claim be allowed by Workers' Compensation, Disability Income Plan payments shall be recovered by 3sHealth through the Workers' Compensation Board payments to the employee. Recovery of any Employment Insurance benefit will be the responsibility of the Employment Insurance Commission.

Employees absent as a result of a compensable accident or illness under this article shall not earn designated holidays but for the first year shall accrue sick leave credits and vacation credits. However, vacation credits accrued during receipt of WCB benefits may only be accessed once such employee has returned to regular employment outside the auspices of a graduated return to work program sponsored by the WCB.

At the request of the employee, the employer shall provide documentation of proof of Workers' Compensation payments made to the employer on behalf of the employee during any given year. To ensure that employees have been paid correctly, a reconciliation shall occur at the conclusion of the claim or after one (1) year, whichever occurs first.

## **ARTICLE 34 – PAYMENT OF WAGES**

### **34.01 Salary Scale**

- a) The salary scale applicable to employees shall be as set out hereinafter in Schedule "A".
- b) Notwithstanding anything in this agreement to the contrary, any employee now receiving a higher rate of pay than is called for under the wage schedule herein shall not have such higher rate reduced during the term of this agreement unless negotiated otherwise or he/she is demoted.

### **34.02 Payment of Wages**

Employees shall be paid actual earnings on a bi-weekly basis.

### **34.03 Deductions**

- a) Current deductions shall be made as required by Federal and Provincial legislation and no other deductions may be made without written consent of the employee concerned except as otherwise provided for in this agreement.

- b) On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

**34.04 Any Shortages in Pay**

Any shortage in pay resulting from the incorrect payment of wages shall be rectified as soon as possible.

**34.05 Overpayments**

Any overpayment in pay shall be rectified as soon as possible, and repaid at a rate agreed upon by the employee affected, the employer, and the local of the union.

**ARTICLE 35 – INCREMENTS**

**35.01 Increments**

Employees shall be eligible for increments annually from their date of employment.

**ARTICLE 36 – BENEFITS**

It is agreed between the parties to the collective agreement that the following benefits shall be provided:

**36.01 Wage Loss Replacement Plan**

- a) Joint Funding

A Wage Loss Replacement Plan shall be provided on a joint funding basis whereby the employer shall pay 50% and the employee shall pay 50% of the cost of funding the prescribed plan.

- b) Installation and Pay out of Unused Sick Credits

The installation of the Wage Loss Replacement Plan in a facility/agency is contingent upon provision for discontinuance of existing provisions regarding service pay or payment of unused sick leave credits on termination.

c) Administration

The Wage Loss Replacement Plan shall be administered by 3sHealth in accordance with the terms of the Plan.

d) Terms of the Plan

The terms of this plan shall be determined on the basis of the following provisions which are considered as general statement of the plan conditions.

e) Sick Leave Credits Continue

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 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.

f) Bridge Benefit

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

g) Long-Term Disability Benefits

A Long-Term Disability Plan will provide a benefit of sixty (60%) percent 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) Definition of Disability

Disability will be defined as the inability of the employee to perform the duties of his/her own occupation. After twelve (12) months of benefit payment, (effective January 1, 1987 after twenty-four (24) months of benefit payment), the definition changes to the inability of the employee to perform

any occupation for which he/she is reasonably fitted by training, education, or experience.

2) Benefit Reduced by Canada Pension Plan or Workers' Compensation Board

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.

3) Recurring Disability

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.

4) Claims Continue to be Payable

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 in the terms of the plan, regardless of the fact that the plan may have subsequently been discontinued or succeeded by a new program.

5) Pre-Existing Medical Condition

Any employee whose employment commenced during the periods 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 that complaint for a period of twelve (12) months after the date the employee enrolled.

- a) Between May 1, 1974 and June 30, 1978 inclusive, a period of three (3) months.
- b) After June 30, 1978, a period of six (6) months.

- c) The **union** shall be notified by mail of any such cases that become apparent within two (2) weeks.

**6) Medical Questionnaire**

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.

**7) Disabilities Excluded**

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 or incarcerated;
- v) Experienced during the first 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 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 year of membership in this Plan for the purposes of v) above.

**8)            Recommencement of Waiting Period**

If the 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.

**9)            Joint Committee**

A Joint Committee representing Canadian Union of Public Employees and 3sHealth shall be established as an Administrative Committee of the Plan. This committee shall monitor the operation of the Disability Income Plan and consider changes to the Plan which they may then recommend to the trustee of the Plan. Such recommendations shall be made with the agreement of both the union and employer based on facts and statistics made available to the Joint Committee. The committee shall have full access to all information, reports, accounting, etc. pertaining to the Plan.

**10) Employee Benefit Statement**

Annually, the employer shall provide each member of the Disability Income Plan with an employee benefit statement.

Such statement shall outline:

- a) Premiums paid by employee members;
- b) Member's sick leave credits;
- c) Coverage under Group Insurance, Disability Income Plan, and Pension.

**11) Interest on Late Premiums**

Any employer who deliberately withholds premiums for a period of more than fourteen (14) days beyond due date, shall be charged bank interest on all such withholdings.

**12) Pension Credits on Disability Income Plan**

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

**13) Disability Income Plan Coverage While on Leave**

Employees may apply for Disability Income Plan coverage while on leave of absence in accordance with the terms of the Plan.

**14) New Entries to Disability Income Plan**

All new entries to the Plan will abide by original rules established on the Plan initiation.

**36.02 Dental Plan**

**Provision of Dental Plan**

The employer shall provide a Dental Plan, the benefits of which shall be consistent with those contained in the Public Employees Dental Plan as at October 9, 1985.



36.03 **Group Life Insurance**

The employer will pay for the first seven thousand dollars (\$7000.00) coverage under the 3sHealth Group Life Insurance Plan. For all students, Group Life Insurance coverage shall be two thousand dollars (\$2000.00) as provided for by the 3sHealth Group Life Insurance Plan.

36.04 **Pension Plan**

The employer agrees to participate in the Saskatchewan Health Employees' Pension Plan (SHEPP) and to comply with the terms and conditions of the Plan or maintain the existing Pension Plan that is currently in effect.

36.05 **Extended Health Plan and Enhanced Dental Plan**

The parties agree that an Extended Health Plan and Enhanced Dental Plan will be provided at a capped maximum of three point one per cent (3.1%) of straight time payroll per year.

**ARTICLE 37 – GENERAL**

37.01 **Compensation for Post Mortem**

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

37.02 **Indemnity**

The employer(s) agrees to indemnify and save harmless any employee covered by this agreement for and against any liability incurred by the employee by reasons of any actions taken by the employee in good faith within the scope of his/her employment with the employer(s).

37.03 **Transportation**

- a) Where an employee is requested and agrees to use their own vehicle for the employer's business after normal travel to work and before travelling home from work, such employee shall be paid **fifty-three point nineteen (\$0.5319)** cents per kilometre adjusted according to the Saskatchewan Private Transportation Index with a minimum of three dollars and fifty (\$3.50) cents per round trip.

- b) Home care employees who use their vehicle will be paid **fifty-three point nineteen (\$0.5319)** cents per kilometre adjusted according to the Saskatchewan Private Transportation Index with a minimum of four dollars and fifty (\$4.50) cents per day.
- c) Effective date of signing the collective agreement the rate shall be adjusted to **fifty-three point nineteen (\$0.5319)** cents per kilometre.
- d) The transportation rate shall be adjusted (increased or decreased) to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI) for **April 2022** over **January 2022**. 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 (\$0.01) cent.

Reviews will be done according to the following table:

<u>Review Period</u>	<u>Effective Date</u>
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.

- e) Employees will not be requested nor allowed to use their personal vehicle for transportation of goods or personnel where commercial licensing and insurance is required by law.
- f) 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.

37.04 **Personal Property Loss**

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

37.05 **Uniforms**

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

37.06 **Union Office**

The employer(s) agrees to provide the local of the union with office space (where possible), the size and location of which shall be discussed between the local of the union and the employer.

37.07 **Bulletin Boards**

The employer(s) shall provide bulletin board(s) which shall be placed so that all employees will have ready access to them and upon which the local of the union shall have the right to post notices of meetings and such other notices, as may be of interest to the employees.

37.08 **Tools and Equipment Supplied**

The employer(s) shall supply, maintain, and/or replace all tools and equipment which it deems necessary to employees in the performance of their duties.

37.09 **Escort Duty**

Where the employer(s) requires and authorizes an employee to escort a client being transported, such employee shall be considered an employee of the facility or agency and:

- a) Shall not lose regular earnings for the time spent in travel resulting from escort. Escort duties being counted as the time elapsed from leaving the facility or agency to return to the facility or agency.
- b) If an employee should be required to attend the client for a period exceeding the normal hours of work, the overtime provisions of this agreement shall apply.
- c) An employee on escort duty shall be allowed reasonable expenses for meals and lodging as required on such an assignment. The employer(s) shall, upon submission of an expense claim, reimburse the employee the cost of such meals and lodging.
- d) The employer(s) must include the establishment of an effective communication system that consists of:
  - i) radio communication;
  - ii) phone or cellular communication; or
  - iii) any other means that provide effective communication.

#### 37.10 **Reimbursements for Expenses**

- a) The employee will be reimbursed for all substantiated expenses (where possible) incurred while performing required duties on behalf of the employer(s). This includes, but is not limited to, reimbursement for work-related long-distance telephone calls, fax transmissions, postage, stationary, and incidental parking. The employer(s) further agrees to assume the cost of dry cleaning of personal apparel for unforeseen work-related occurrences.
- b) Employees on authorized employer business outside of their normal work area shall be reimbursed for accommodation and meal expenses in accordance with employer's reimbursement policy supported by itemized receipts. Where an employer does not have a reimbursement policy, employees shall be reimbursed for accommodation and meal expenses for actual and reasonable charges supported by itemized receipts.

- c) Reimbursement for expenses shall be made to employees within thirty (30) calendar days of receipt of the complete request.

**37.11 Camp Differential**

A differential of eighty (\$80.00) dollars per day shall be paid to employees who are either:

- a) Assigned to camp duty, if on a twenty-four (24) hour basis; or
- b) Assigned to accompany patients on a recreational outing, if on a twenty-four (24) hour basis.

It is agreed that camp workers will be classed as field employees.

**37.12 Rotation through Work Areas**

Where mutually agreed between the employer and the local of the union, staff may rotate within the same classification through all areas within the facility/agency/service and cannot be unreasonably withheld.

**37.13 Responsibility Pay**

Where an employee is working at a facility/agency where a supervisor is not on duty in the department/facility/agency or where an employee is assigned supervisory responsibilities by the employer, they will be paid an additional premium of seventy-five (\$0.75) cents per hour.

If the employee is not assigned by the employer, he/she shall not perform such duties.

This provision shall not preclude the application of Article 21.05 – Temporary Performance of Higher Duties.

**37.14 Employer Error**

Where the employer directs the employee to take time off in error, the employer shall not penalise the employee by deducting pay or vacation. When the employee could have foreseen the employer error, the onus will be on the employee to notify the employer of such error prior to taking the time off.

**37.15 Actions of Patients/Clients/Residents**

When employees are required to use patient/client/resident help in the course of their duties, such employees shall not be held responsible for acts committed by such patients/clients/residents.

**37.16 Professional Fees**

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

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 April 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.

**ARTICLE 38 – NORTHERN ALLOWANCE**

**38.01 Uranium City**

Employees stationed at Uranium City and living in accommodation provided by the hospital shall be paid an allowance of two hundred and seventy-two (\$272.00) dollars per month over and above their basic rates of pay.

Employees stationed at Uranium City and living in accommodations other than that provided by the Hospital shall be paid an allowance of four hundred and twenty-four (\$424.00) dollars per month over and above their basic rate of pay.

**38.02 Increase in Northern Allowance**

Employee(s) shall receive any increase in the monthly northern allowance in accordance with SGEU and PSC rates or SUN and SAHO rates.

**ARTICLE 39 – NEW PROVISIONS**

Unless stated otherwise, the terms and conditions of the said collective agreement become effective **April 1, 2022**.

**ARTICLE 40 – TERM OF AGREEMENT**

This agreement, unless changed by mutual consent of the union and the employer hereto, shall be in force and effect from and after **April 1, 2022** up to and including **March 31, 2023** and from year to year thereafter unless notification of desire to amend be given in writing.

## SCHEDULE “A”

### General Wage Increase

The new collective agreements negotiated during this round of bargaining shall be for a term of **one** year, with **general wage increases** applied to each step of the pay bands as follows:

**April 1, 2022: 2.0%**

### Market Supplemented Classifications

The following classifications receive a Market Supplement in accordance with Letter of Understanding #19 of the collective agreement effective **April 1, 2022** to **March 31, 2023**.

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

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

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

Job #79 – 2<sup>nd</sup> 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

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

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

### Market Adjustment Process

- 1) Market adjustment rates to remain unchanged when there is movement from one pay band to another.
- 2) Market adjusted wage rates shall be payable to all eligible employees in the classifications as listed, subject to paragraphs three (3), four (4), five (5), and six (6) below.
- 3) 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.”
- 4) 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.

- 5) 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.
  
- 6) 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).

## **APPENDIX I – List of Employers and Locals**

### **Prairie North Health Region (Local #5111)**

- \* Lady Minto Health Care Centre (Edam)
- \* Battlefords Union Hospital
- \* Battlefords District Care Center
- \* Battlefords River Heights Lodge
- \* Saskatchewan Hospital North Battleford
- \* Lloydminster Hospital
- \* Lloydminster & District Senior Citizens Lodge “Jubilee” Home
- \* L. Gervais Memorial Health Centre (Goodsoil)
- \* Loon Lake Hospital & Special Care Home
- \* Meadow Lake Union Hospital
- \* Northland Pioneer Lodge Inc.
- \* Meadow Lake & District Ambulance
- \* Robert Simard Centre (Northlands Alcohol & Drug)
- \* Cut Knife Health Complex/Cut Knife & Districts Special Care Home
- \* Maidstone Hospital
- \* Maidstone Health Complex
- \* Manitou Health Centre
- \* Paradise Hill Health Centre
- \* Primary Health Care Centre
- \* St. Walburg Health Complex
- \* Riverside Health Complex (Turtleford)
- \* Cut Knife & Area Municipal Road Ambulance
- \* Neilburg Ambulance
- \* Community Health (Battlefords, Lloydminster, Meadow Lake)
- \* Mental Health (Battlefords, Lloydminster, Meadow Lake)
- \* Home Care (Battlefords area, Lloydminster area, Maidstone area, Meadow Lake area)
- \* Prairie North Health Region Board Offices & Administration (Battlefords, Lloydminster, Meadow Lake)
- \* Addiction Services
- \* Hope View Residence

### **Affiliated Facility:**

- \* Villa Pascal (North Battleford)

### **Prince Albert Parkland Health Region (Local #4777)**

- \* Addiction Services
- \* Big River Health Centre
- \* Birch Hills Health Centre
- \* Evergreen Health Centre
- \* Hafford Special Care Centre
- \* Home Care
  - Hafford

- Pineland
- Shellbrook
- Spiritwood
- \* Kinistino Jubilee Lodge
- \* Parkland Terrace
- \* Community Based Services
- \* Pineview Terrace Lodge
- \* Public Health Unit
- \* Regional Health Centre
  - Herb Bassett Home
  - Mental Health Centre
  - Social Detox Centre
  - Victoria Hospital
  - Victoria Square
- \* Shellbrook & District Hospital
- \* Spiritwood & District Health Complex
- \* Wheatland Lodge
- \* Whispering Pine Place
- \* 1521
  - Acquired Brain Injury
  - Administration/Finance

**Affiliated Facility:**

- \* Mont St. Joseph Home

**Regina Qu'Appelle Health Region (Local #3967)**

- \* Pasqua Hospital
- \* Regina General Hospital
- \* Regina Pioneer Village
- \* Wascana Rehabilitation Centre
- \* Emergency Medical Services
- \* Public Health Services
- \* Mental Health Services
- \* Alcohol And Drug Services
- \* Healthline
- \* Home Care
- \* Podiatry Clinic

**Community Health Centers**

- \* Four Directions Community Health
- \* Al Ritchie Health Action Centre

**Regional Offices**

- \* Regina Regional Office
- \* Fort Qu'Appelle Regional Office
- \* Grenfell Regional Office

### **Rural Health Facilities**

- \* Balcarres Integrated Care Centre
- \* Broadview Union Hospital
- \* Broadview Centennial Lodge
- \* Cupar Health Centre
- \* Fort Qu'Appelle (Echo Lodge)
- \* Grenfell Pioneer Home
- \* Grenfell Health Centre
- \* Long Lake Valley Integrated Care, Imperial
- \* Indian Head Union Hospital
- \* Golden Prairie Home, Indian Head
- \* St. Joseph's Integrated Care Centre
- \* Wolseley Memorial Union Hospital
- \* Lakeside Home, Wolseley
- \* Montmartre Health Centre
- \* Southeast Integrated Health Care Centre, Moosomin
- \* Eastern Saskatchewan Pioneer Lodge, Moosomin
- \* Eastern Saskatchewan Pioneer Nursing Home, Moosomin
- \* Silver Heights Special Care Home
- \* Southey Health Action Centre
- \* Whitewood Community Health Centre

### **Affiliated Special Care Homes**

- \* Regina Lutheran Home
- \* Regina Pioneer Lodge
- \* Santa Maria Senior Citizens Home
- \* William Booth Special Care Home
- \* Cupar & District Nursing Home
- \* Lumsden Heritage Home

### **Sun Country Health Region (Local # 5999)**

- \* Arcola Health Centre
- \* Bengough Health Centre
- \* Community Health Services
- \* Coronach Health Centre
- \* Estevan Regional Nursing Home
- \* Fillmore Health Centre
- \* Gainsborough Health Centre
- \* Galloway Health Centre, Oxbow
- \* Home Care East
- \* Home Care South
- \* Home Care West
- \* Kipling Memorial Health Centre
- \* Lampman Health Centre
- \* Mainprize Manor and Health Centre, Midale
- \* Maryfield Health Centre

- \* Moose Mountain Lodge, Carlyle
- \* New Hope Pioneer Lodge, Stoughton
- \* Pangman Health Centre
- \* Redvers Health Centre
- \* Region Office, Weyburn
- \* Tatagwa View, Weyburn
- \* Wawota Memorial Health Centre, Wawota
- \* Weyburn General Hospital
- \* Weyburn Special Care Home
- \* Willowdale Lodge, Kipling
- \* Bengough Road Ambulance
- \* Coronach Road Ambulance
- \* Estevan Road Ambulance
- \* Kipling Road Ambulance
- \* Lampman & District Road Ambulance
- \* Maryfield Road Ambulance
- \* Oxbow Area Municipal Road Ambulance
- \* Pangman Road Ambulance
- \* Radville Road Ambulance
- \* Redvers Road Ambulance
- \* Weyburn Road Ambulance
- \* Wawota Road Ambulance

### **Affiliated Facilities**

- \* Radville Marian Health Centre
- \* St. Joseph's Hospital of Estevan

### **Sunrise Health Region (Local #4980)**

- \* Kamsack Hospital & Nursing Home
- \* Sunrise Health Region Administration – Kamsack Office
- \* Canora Gateway Lodge
- \* Canora Hospital
- \* Preeceville & District Health Centre
- \* Preeceville Physiotherapy Clinic
- \* Invermay Health Centre
- \* Norquay Health Centre
- \* Community Services 1 (Canora Home Care, Preeceville Home Care)
- \* Community Services 2 (Kamsack Home Care, Norquay Home Care)
- \* Melville Community Health Office
- \* Melville Home Care, Esterhazy Home Care
- \* Sunrise Regional Administration Offices, Yorkton
- \* Yorkton Home Care, Langenburg Home Care, Foam Lake Home Care
- \* Yorkton Public Health
- \* Kamsack Public Health
- \* Yorkton Regional Laundry
- \* Sunrise Regional Laundry Services

- \* Foam Lake Health Centre
- \* Foam Lake Jubilee Home
- \* Lakeside Manor Care Home, Saltcoats
- \* Yorkton Mental Health & Addiction Services
- \* Theodore Health Centre
- \* Yorkton & District Nursing Home
- \* Yorkton Regional Health Centre
- \* Langenburg Health Care Complex (including Centennial Special Care Home)
- \* Melville & District Health Centre, Administration Office
- \* Centennial Special Care Home, Esterhazy
- \* Ituna Pioneer Health Care Centre
- \* Esterhazy Emergency Medical Service
- \* Ituna Emergency Medical Service
- \* Langenburg Emergency Medical Service
- \* Melville Emergency Medical Service

**Affiliated Facilities**

- \* St. Anthony’s Hospital, Esterhazy
- \* St. Peter’s Hospital, Melville
- \* St. Paul Lutheran Home, Melville

**Uranium City – Northern Health**

- \* Uranium City Hospital

**Effective October 23, 2022, the language in APPENDIX I – List of Employers and Locals above is removed and replaced with APPENDIX I – List of Employer(s), Facilities, and Agencies as represented by the Local of the Union as defined in Article 5.09 below:**

**APPENDIX I – List of Employer(s), Facilities, and Agencies as represented by the Local of the Union as defined in Article 5.09.**

**Saskatchewan Health Authority (CUPE Region 1)**

- \* Lady Minto Health Care Centre, Edam
- \* Battlefords Union Hospital
- \* Battlefords District Care Center
- \* Battlefords River Heights Lodge
- \* Saskatchewan Hospital North Battleford
- \* Lloydminster Hospital
- \* Lloydminster & District Senior Citizens Lodge “Jubilee” Home
- \* L. Gervais Memorial Health Centre, Goodsoil
- \* Loon Lake Hospital & Special Care Home
- \* Meadow Lake Union Hospital
- \* Northland Pioneer Lodge Inc.
- \* Meadow Lake & District Ambulance
- \* Robert Simard Centre (Northlands Alcohol & Drug)

- \* Cut Knife Health Complex/Cut Knife & Districts Special Care Home
- \* Maidstone Hospital
- \* Maidstone Health Complex
- \* Manitou Health Centre
- \* Paradise Hill Health Centre
- \* Primary Health Care Centre
- \* St. Walburg Health Complex
- \* Riverside Health Complex, Turtleford
- \* Cut Knife & Area Municipal Road Ambulance
- \* Neilburg Ambulance
- \* Community Health, Battlefords, Lloydminster, Meadow Lake
- \* Mental Health, Battlefords, Lloydminster, Meadow Lake
- \* Home Care, Battlefords area, Lloydminster area, Maidstone area, Meadow Lake area
- \* Prairie North Health Region Board Offices & Administration, Battlefords, Lloydminster, Meadow Lake
- \* Addiction Services
- \* Hope View Residence
- \* **Prairie North Plaza**

**Affiliated Employer (CUPE Region 1)**

- \* Villa Pascal, North Battleford

**Saskatchewan Health Authority (CUPE Region 2)**

- \* Addiction Services
- \* Big River Health Centre
- \* Birch Hills Health Centre
- \* Evergreen Health Centre
- \* Hafford Special Care Centre
- \* Herb Bassett Home
- \* Kinistino Jubilee Lodge
- \* Pineview Terrace Lodge
- \* Spiritwood & District Health Complex
- \* Wheatland Lodge
- \* Whispering Pine Place
- \* Home Care, Hafford, **Prince Albert**, Shellbrook, & Spiritwood
- \* Public Health Unit
- \* Regional Health Centre (Social Detox, Victoria Hospital, Victoria Square, **Mental Health Inpatient**)
- \* **Administration East/1521**
- \* **Parkland Integrated Health Center**

**Affiliated Employer (CUPE Region 2)**

- \* Mont St. Joseph Home



**Saskatchewan Health Authority (CUPE Region 3)**

- \* Pasqua Hospital
- \* Regina General Hospital
- \* Regina Pioneer Village
- \* Wascana Rehabilitation Centre
- \* Emergency Medical Services
- \* Public Health Services
- \* **Primary Health Care**
- \* Mental Health **and** Addiction Services
- \* **Addictions Treatment Centre**
- \* Healthline – **811**
- \* Home Care
- \* Podiatry Clinic
- \* **Roy Romanow Provincial Lab**
- \* **Child and Youth Services**
- \* **Methadone Clinic**
- \* **Regina Centre Crossing**
- \* **Central Scheduling Office**
- \* **1920 College Avenue**
- \* Four Directions Community Health **Clinic**
- \* Al Ritchie Health Action Centre
- \* **Meadow Primary Health Care Centre**
- \* Regina Office(s)
- \* Fort Qu’Appelle **Primary Health Care Centre**
- \* Grenfell **Health Centre** Regional Office
- \* **Prairie East Primary Health Care Network**
- \* **Touchwood Qu’Appelle Primary Health Care Network**
- \* **Twin Valleys Primary Health Care Network**
- \* Balcarres Integrated Care Centre
- \* Broadview Union Hospital
- \* **Broadview Medical Clinic**
- \* Broadview Centennial Lodge
- \* Cupar Health Centre
- \* **Echo Lodge Special Care Home, Fort Qu’Appelle**
- \* Long Lake Valley Integrated Care, Imperial
- \* Indian Head Union Hospital
- \* Golden Prairie Home, Indian Head
- \* St. Joseph’s Integrated Care Centre, **Lestock**
- \* **Wolseley Memorial Integrated Care Centre**
- \* **Wolseley Primary Health Care Centre**
- \* Montmartre Health Centre
- \* Southeast Integrated Health Care Centre, Moosomin
- \* Silver Heights Special Care Home, **Raymore**
- \* Whitewood Community Health Centre

### **Affiliated Employers (CUPE Region 3)**

- \* Regina Lutheran Home
- \* Santa Maria Senior Citizens Home
- \* William Booth Special Care Home
- \* Cupar & District Nursing Home
- \* Lumsden Heritage Home

### **Saskatchewan Health Authority (CUPE Region 4)**

- \* Arcola Health Centre
- \* Bengough Health Centre
- \* **Carlyle Primary Health Care Clinic**
- \* Community Health Services, Weyburn, Carlyle, & Kipling
- \* Coronach Health Centre
- \* Estevan Regional Nursing Home
- \* Fillmore Health Centre
- \* Gainsborough Health Centre
- \* Galloway Health Centre, Oxbow
- \* Home Care East
- \* Home Care South
- \* Home Care West
- \* **Kipling Integrated Health Centre**
- \* Lampman Health Centre
- \* Mainprize Manor and Health Centre, Midale
- \* Maryfield Health Centre
- \* Moose Mountain Lodge, Carlyle
- \* New Hope Pioneer Lodge, Stoughton
- \* Pangman Health Centre
- \* Redvers **Integrated** Health Centre
- \* Region Office, Weyburn
- \* Tatagwa View, Weyburn
- \* Wawota Memorial Health Centre, Wawota
- \* Weyburn General Hospital
- \* **Weyburn Primary Health Care Clinic**
- \* Weyburn Special Care Home
- \* Willowdale Lodge, Kipling
- \* Bengough Road Ambulance
- \* Coronach Road Ambulance
- \* Estevan Road Ambulance
- \* Kipling Road Ambulance
- \* Lampman & District Road Ambulance
- \* Maryfield Road Ambulance
- \* Oxbow Area Municipal Road Ambulance
- \* Pangman Road Ambulance
- \* Radville Road Ambulance
- \* Redvers Road Ambulance
- \* Weyburn Road Ambulance

- \* Wawota Road Ambulance

#### **Affiliated Employers (CUPE Region 4)**

- \* Radville Marian Health Centre
- \* St. Joseph's Hospital of Estevan

#### **Saskatchewan Health Authority (CUPE Region 5)**

- \* Kamsack Hospital & Nursing Home
- \* Sunrise Health Region Administration, Kamsack Office
- \* Canora Gateway Lodge
- \* Preeceville & District Health Centre
- \* Preeceville Physiotherapy Clinic
- \* Invermay Health Centre
- \* Norquay Health Centre
- \* Community Services 1, Canora Home Care, Preeceville Home Care
- \* Community Services 2, Kamsack Home Care, Norquay Home Care
- \* Melville Community Health Office
- \* Melville/**Ituna** Home Care, Esterhazy Home Care
- \* Sunrise Regional Administration Offices, Yorkton
- \* **Sunrise Health and Wellness Centre**
- \* Yorkton Home Care, Langenburg Home Care, Foam Lake Home Care
- \* Yorkton Public Health
- \* Foam Lake Health Centre
- \* Foam Lake Jubilee Home
- \* Lakeside Manor Care Home, Saltcoats
- \* Yorkton Mental Health & Addiction Services
- \* Theodore Health Centre
- \* Yorkton & District Nursing Home
- \* **Yorkton Kids First Yorkton**
- \* Yorkton Regional Health Centre
- \* Langenburg Health Care Complex (including Centennial Special Care Home)
- \* Melville & District Health Centre, Administration Office
- \* Centennial Special Care Home, Esterhazy
- \* Ituna Pioneer Health Care Centre
- \* Esterhazy Emergency Medical Service
- \* Melville Emergency Medical Service

#### **Affiliated Employers (CUPE Region 5)**

- \* St. Anthony's Hospital, Esterhazy
- \* St. Peter's Hospital, Melville
- \* St. Paul Lutheran Home, Melville

## APPENDIX II

Better than Provisions Regarding Pay Out of Unused Sick Leave to Remain for each local agreement Subject to letter of understanding re: benefits:

1) The Battlefords Union Hospital

After two (2) years of continuous service, sickness, and authorized leave of absence not breaking continuity of service, an employee on termination of employment shall receive termination pay equal to one-third (1/3) of his/her accumulated sick leave.

Effective November 1, 1962, those employees who elect to join the hospital pension plan shall forfeit benefits under letter of understanding re: benefits while those employees who are presently and who elect not to join the Pension Plan will receive benefits under letter of understanding re: benefits.

2) Yorkton Regional Health Centre

A record of all unused sick leave will be kept in the personnel department of the Health Centre for the purpose of a retirement fund. Immediately after the close of each calendar year, each employee shall review the records of the personnel department and verify that the accumulated sick leave is correct. Any employee is to be advised on application of the amount of sick leave accrued to his/her credit.

Retirement or Severance Gratuity Fund

An employee having accrued sick leave to his or her credit shall, on termination of employment or retirement, receive a salary grant in lieu thereof equal to one-sixth (1/6) of the accumulated credit after ten (10) years of service, and one-third (1/3) of the accumulated credit after fifteen (15) years of service, and one-half (1/2) of the accumulated credit after twenty (20) years of service, provided that this shall not apply in cases of dismissal for just cause. The salary grant in each case to be calculated on the average salary for the last five (5) year period. Only those employees on staff prior to January 1, 1972 shall be eligible for this retirement or severance gratuity fund payment. In the event of death of an employee before termination or retirement, any accrued sick leave cash benefits shall be paid to the beneficiary of the deceased employee.

3) Lloydminster Hospital

An employee having accrued sick leave to his or her credit shall, on termination of employment or retirement, receive a salary grant in lieu thereof equal to one-sixth (1/6) of the accumulated credit after ten (10) years of service, and one-third (1/3) of the accumulated credit after fifteen (15) years of service, and one-half (1/2) of the accumulated credit after twenty (20) years of service provided that this shall not apply in case of dismissal for just cause. These provisions to continue for incumbents as of June 28, 1974.

In the event of the death of an employee before termination or retirement, any accrued sick leave cash benefits as outlined above shall be paid to the beneficiary of the deceased employee.

4) Regina General Hospital, Regina

Effective as of January 1, 1946, applicable to all employees on staff as of April 1, 1974, and annually thereafter, for the purpose of pay out of sick credits an employee shall be entitled to accumulate sick leave credits on the basis of one (1) day for each month of continuous employment commencing with the thirteenth (13<sup>th</sup>) month, not exceeding twelve (12) days in any calendar year. Unused paid sick leave credits may be accumulated to a maximum of one hundred and fifty-six (156) days. New employees hired after April 1, 1974 shall not be eligible for such payout provisions.

- a) Upon superannuation, an employee shall receive payment at their current rate of pay for fifty (50%) percent of all accumulated paid sick leave credits, providing the total accumulated credit is thirty (30) days or more.
- b) Upon death, the employee's beneficiary as designated under the 3sHealth Group Life Insurance, shall receive payment at the employee's current rate of pay for fifty (50%) percent of all accumulated paid sick leave credits, provided the total accumulated credits is thirty (30) days or more.
- c) Having ten (10) or more years continuous service with the Regina General Hospital shall: Upon termination of employment in good standing, receive payment at their current rate of pay for fifty (50%) percent of all accumulated sick leave credits, provided the total accumulated credits is thirty (30) days or more.

5) Pasqua Hospital, Regina

Employees on staff at Pasqua Hospital prior to July 21, 1982 and who terminate due to technological change or retire due to age or incapacitation, after completing more than ten (10) years continuous service, shall receive terminal pay calculated on the basis of one-third (1/3) of accumulated hours sick leave credits to a maximum of three hundred and twenty (320) hours at the regular rate of pay.

6) Regina Qu'Appelle Regional Health Authority, Local 7 – Public Health Services

All employees covered by this agreement having at least ten (10) years continuous service as a permanent employee or qualified as a “full-time casual” in accordance with the letter of understanding regarding benefits for full-time casuals and at least thirty (30) days’ sick leave credit upon severance of employment with the Regina Qu’Appelle Regional Health Authority Board, except by dismissal, shall be paid at his or her regular rate of pay in the amount of fifty (50%) percent of all accumulated sick leave the employee may have to his or her credit or seventy-eight (78) days whichever is the lesser (i.e. twenty-nine (29) days’ credit – payment nil, thirty (30) days’ credit – payment fifteen (15) days).

However, in the event an employee must sever employment with the Regina Qu’Appelle Regional Health Authority on compassionate and/or extenuating grounds, for reasons such as death or personal ill health or physical infirmity, the ill health of his wife or children or any others who may be dependent upon such employee or a transfer of obligation on the part of the employer and who has at least five (5) years of continuous service shall be entitled to all of the benefits provided in this clause.

## APPENDIX III

**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**

**Re: Final Adjudication of Disability Plan Appeals**

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 shall 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.

### **Terms of Reference for the Final Adjudication of Disability Plan Appeals**

- 1) The final adjudication of Disability Plan appeals will be based only on written documentation, medical and non-medical.
- 2) Decisions of the Adjudicator to accept or deny the appeal will be reached and communicated within thirty (30) working days of the Adjudicator's receipt of the disability file to the appellant and/or the appellant's representative and 3sHealth.
- 3) The Adjudicator will not have been previously involved in the medical treatment of the appellant nor in any prior assessment of the appellant, or other conflict of interest, and the Adjudicator should declare themselves when this involvement has occurred.

- 4) The Adjudicator can decline to adjudicate an appellant's request for **final adjudication of Disability Plan appeals** with written rationale provided to 3sHealth and the appellant.
- 5) The **final adjudication of Disability Plan appeals** will be conducted outside of 3sHealth or **union** offices.
- 6) Consideration is limited to documentary evidence on file on the date of last assessment by 3sHealth, as well as other comments or material submitted by the appellant with their request for external appeal.
- 7) 3sHealth will advise the appellant when their request for the **final adjudication of Disability Plan appeals** has been received and forwarded to the Adjudicator.
- 8) Where it is the Adjudicator's opinion that the evidence on the appellant's disability claim file is fairly evenly balanced for and against the issue in dispute, the Adjudicator will apply benefit of doubt in the appellant's favour.
- 9) Decisions will be based on the terms of the applicable 3sHealth Disability Income Plan. (under review)
- 10) Decisions will be communicated and explained in writing.
- 11) The Adjudicator may ask questions, in writing, of the appellant and 3sHealth with written responses required within fourteen (14) days (copies to all parties).
- 12) A **final adjudication of Disability Plan appeals** will be held in abeyance if evidence in support of an appeal 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.
- 13) A **final adjudication of Disability Plan appeals** will 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.
- 14) The Adjudicator can recommend further medical reassessment and then the **final adjudication of Disability Plan appeals** is suspended until 3sHealth reviews the resulting medical report.
- 15) The contract of service can be terminated by either the Adjudicator or a committee comprised of six union and six employer representatives

with thirty (30) calendar days' notice and without recourse by either party.

- 16) The performance of the Adjudicator will be assessed by the above committee every six (6) months or as deemed necessary by the committee. In the event of a tie vote to retain the Adjudicator, the Adjudicator's services will be terminated.
- 17) The above committee will appoint an Adjudicator as needed.
- 18) Compensation for the Adjudicator will be provided as per the agreed to contract of service.
- 19) Wherever the term "medical" is used, it refers to both "physical" and "psychological" conditions.

Date: 18 Dec 2003

Signed on behalf of:

Canadian Union of Public Employees

Saskatchewan Association of Health Organizations

[Signature]

[Signature]

Service Employees International Union

[Signature]

Saskatchewan Union of Nurses

[Signature]

Health Sciences Association of Saskatchewan

[Signature]

Saskatchewan Government and General Employees' Union

[Signature]

Retail Wholesale and Department Store Union

[Signature]

## APPENDIX IV

**Settlement Agreement  
between  
Saskatchewan Association of Health Organizations  
(The “Employer”)  
and  
Canadian Union of Public Employees  
(The “Union”)**

**Re: Designated Holiday Pay for Other Than Full-Time Employees Holding  
More Than One Position**

Whereas the union has filed grievance 08-05-01 with the employer dated July 29, 2008 alleging a violation of the collective agreement;


And whereas the parties have reached an agreement with respect to all matters raised in the grievance;

Now, therefore, the parties agree as follows:

- 1) Other than full-time employees who hold more than one position and who do not work on the designated holidays referenced in Article 28.01 shall receive designated holiday pay in accordance with the formula in Article 28.04 d) for all paid hours at each hourly rate of pay for each position held. In other words, the formula shall be calculated for each position held and the designated holiday pay shall be the sum of those calculations.
- 2) That this interpretation shall be effective December 1, 2011.
- 3) That the employer shall convert the payroll system so that the system can calculate the payments described in Article 28.04 d), as interpreted herein. The target date for the conversion shall be October 2012.
- 4) That until the employer can complete the conversion as described in paragraph three herein, the employer shall continue to make payments as it has done previously based on the employee’s home rate of pay, providing that:
  - a) On a quarterly basis, the employer shall calculate the difference between the calculation in paragraph one and four herein, and where the amount in paragraph one exceeds the amount in paragraph four, the employer shall pay the employee the difference;

- b) Where the amount in paragraph four exceeds the amount in paragraph one, the employer shall not be entitled to the difference.
- 5) That this settlement shall be applied to all employers and employees covered by the collective agreement between the parties.
- 6) That this settlement is made without prejudice or precedent to any other matters between the parties.
- 7) That this settlement shall be appended to the current and next CUPE/SAHO collective agreements.
- 8) That this agreement shall settle grievance 08-05-01 and the union hereby withdraws the said grievance.

In witness of their agreement the parties have signed below.

  
\_\_\_\_\_  
Canadian Union of Public Employees

November 29, 2011  
Date

  
\_\_\_\_\_  
Saskatchewan Association of Health Organizations


Nov 29, 2011  
Date

In witness of their agreement the parties have signed below on the 18<sup>th</sup> day of August, A.D., 2022.

SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



Mark Brochu



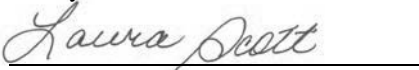
Russell Dixon



Tyler Kannenberg

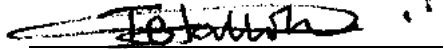


Kelly Miner



Laura Scott

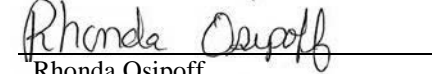
SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES



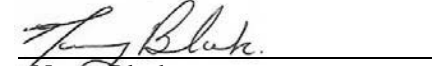
Bashir Jalloh



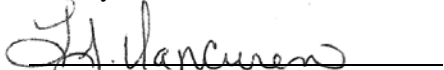
Linda Renkas



Rhonda Osipoff



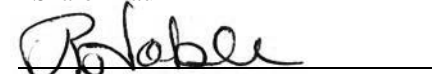
Nancy Black



Linda Vancuren



Sharon Paul



Rebecca Noble



Adrienne Gardiner



Mira Lewis



Eori Sutherland

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

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

**SERVICE EMPLOYEES INTERNATIONAL UNION – WEST (SEIU-  
West)**

**AND**

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

**Review of EMS Issues**

*The parties agree to follow the provisions of the multi-party letter of understanding regarding the review of Emergency Medical Services issues as set out below:*

It is agreed that during the life of the collective agreement, SAHO, employers and the Provider Unions will jointly review issues concerning EMS employees relative to:

- a) Maximizing full-time and part-time positions;
- b) Terms and conditions for other than full-time employees including, but not limited to sick leave, benefit plans, and seniority; and
- c) Establishment of “integrated” (blended) Emergency Medical Services (EMS) positions, within traditional health care settings, such as acute and supportive care.

The parties hereto have affixed their signatures this 18<sup>th</sup> day of August, A.D. 2022.

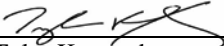
SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



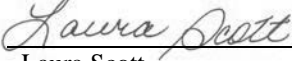
Mark Brochu



Russell Dixon

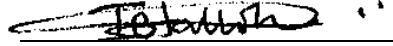


Tyler Kannenberg



Laura Scott

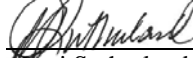
SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland



**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**


**Printing of Agreement**


CUPE and SAHO agree that the cost of printing the collective agreement will be shared on a pro-rata basis between the Saskatchewan Association of Health Organizations and the Canadian Union of Public Employees, based on the number of copies ordered by each party.

The parties hereto have affixed their signatures this **18<sup>th</sup>** day of **August**, A.D. **2022**.

SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS


  
\_\_\_\_\_  
Mark Brochu

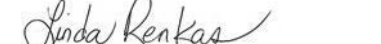
  
\_\_\_\_\_  
Russell Dixon


  
\_\_\_\_\_  
Tyler Kannenberg

  
\_\_\_\_\_  
Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES

  
\_\_\_\_\_  
Bashir Jalloh

  
\_\_\_\_\_  
Linda Renkas

  
\_\_\_\_\_  
Lori Sutherland

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**Grandfathering Employees who Opted out of the Pension Plan (Special Care Homes)**

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

Shall be entitled to the same vacation pay which the employee would have earned had the employee continued employment to the end of the vacation year.

Provided the employee has an accumulation of sick leave credits, shall be eligible for a salary grant in lieu thereof equal to one sixth (1/6) of the accumulated credit after ten (10) years of service, one third (1/3) of the accumulated credit after fifteen (15) years of service, and one-half (1/2) of the accumulated credit after twenty (20) years of service.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**


SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



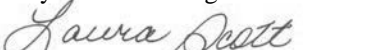
Mark Brochu



Russell Dixon



Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**Float Pools**

The employer(s) and the local of the union shall meet to discuss the feasibility of having float positions within the Regional Health Authority.

**Effective October 23, 2022, the language in LETTER OF UNDERSTANDING #4 Float Pools above is removed and replaced with the language in LETTER OF UNDERSTANDING #4 Float Pools below:**

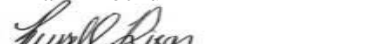
The employer(s) and the local of the union shall meet to discuss the feasibility of having float positions.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



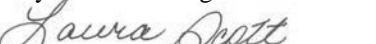
Mark Brochu



Russell Dixon

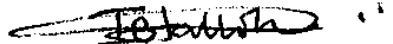


Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

**AND**

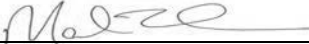
**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**Local Letters of Understanding**

The parties agree that all local letters of understanding shall remain in effect until such time as the local of the union and the employer(s) reach agreement to amend any or all current letters.

The parties hereto have affixed their signatures this **18<sup>th</sup>** day of **August**, A.D. **2022**.


SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



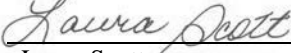
Mark Brochu



Russell Dixon

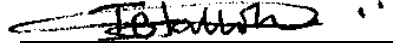


Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

## **LETTER OF UNDERSTANDING #6**

### **BETWEEN**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

### **AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

#### **Vacation Pay on Termination or Retirement**

The parties agree that employees on staff as at date of signing formerly covered by the SGEU/PSC, CUPE Local 600/PSC, CUPE Local 600-0 & 600-6/SAHO, and SGEU Wascana Rehabilitation Centre/SAHO shall be entitled to vacation on termination or retirement in accordance with Article 100 – Vacation Entitlement in the Year of Retirement, Article 16.09 d) – Separation Allowance, Article 18.12 – Vacation on Superannuation or 35 Year Service, or Article 18.10 d) – Separation Allowance respectively. The following are the provisions of the respective collective agreements:

a) **SGEU/PSC**

**Vacation Entitlement in Year of Retirement**

Employees leaving the service on or after age sixty-five (65) or at any time following the completion of thirty-five (35) years' service, shall be entitled in the fiscal year of retirement to fifteen (15), twenty (20), twenty-five (25), or thirty (30) days' vacation leave or pay in lieu thereof.

b) **CUPE Local 600/PSC**

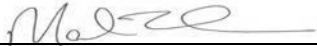
Notwithstanding anything contained in any of the foregoing clauses, employees who are superannuated or retired on account of ill health, or at the age of sixty (60) or more years, or after thirty-five (35) years of continuous service, shall be entitled in the vacation year of retirement to three (3) weeks' vacation leave, provided, however, that an employee otherwise entitled under the provisions of this agreement to four (4), five (5), or six (6) weeks of vacation leave shall receive the same in the year of retirement. This entitlement shall be in addition to any earned vacation leave credited at the end of the previous vacation year.

c) SGEU/Wascana/SAHO

An employee leaving the facility on or after superannuation age or at any time following completion of thirty-five (35) years of service, shall be entitled in the fiscal year of retirement to vacation leave subject to Article 18.01 of the 1999 Wascana Rehabilitation Centre Collective Agreement or pay in lieu thereof, in addition to vacation earned and not used in advance.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



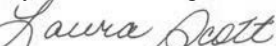
Mark Brochu



Russell Dixon

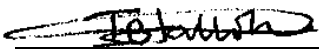


Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**Payment of Professional Fees**

The parties agree that employees on staff as at the date of signing, formerly covered by any agreement where the payment of professional fees was provided, shall continue to be covered by those provisions.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



Mark Brochu



Russell Dixon

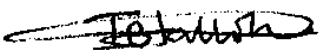


Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**Group Life Insurance Plan**

Current plans include:

3sHealth Group Life Insurance

PEBA Group Life Insurance

Employees currently participating in one of the aforementioned plans shall continue to do so.

All new employees hired on or after May 30, 1999 will be enrolled in the 3sHealth Group Life Insurance Plan.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

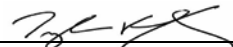
SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



Mark Brochu



Russell Dixon

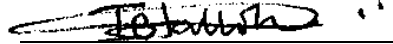


Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland



**LETTER OF UNDERSTANDING #9**

**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  
(SAHO)**

**Extended Health and Enhanced Dental Benefits Plan**

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

The employer assures that the current level of benefits provided pursuant to the Extended Health and Enhanced Dental Benefits Plan as of April 1, 2017 will continue at no cost to the employee, until March 31, 2023.

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 Benefits 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.

This funding commitment shall remain until March 31, 2023 unless negotiated otherwise by the parties.

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.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

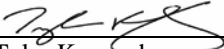
SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



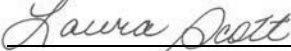
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Russell Dixon

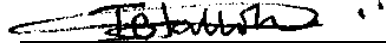


Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

**LETTER OF UNDERSTANDING #10**

**BETWEEN**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**Public Employees Benefit Agency Pension Plans**

The parties agree that contributions made by employers and employees on behalf of employees enrolled in the Public Employees Pension Plan shall be as follows:

Employee Rate – 5.00%

Employer Rate – 6.45%

The parties agree that employer(s) contribute an additional one point four five percent (1.45%) up to *The Income Tax Act* maximums for employees enrolled in the Public Service Superannuation Plan who have opted to join the Public Employees Pension Plan.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS

  
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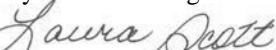
Mark Brochu

  
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Russell Dixon

  
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Tyler Kannenberg

  
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Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES

  
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Bashir Jalloh

  
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Linda Renkas

  
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Lori Sutherland

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**Payroll Deduction of Professional Fees**

The parties agree that the employer(s) and the local of the union will meet to discuss the implementation of payroll deductions as an option for payment of professional fees required as a condition of employment.

The following conditions will apply:

- 1) All employees interested in payment of professional fees through payroll deduction will complete a "Payroll Deduction Authorization" form authorizing the employer to deduct the appropriate amount of money to cover the professional fees for the applicable year.
- 2) The employer will collect, remit, and forward the dues, along with any information required by the licensing body. Any shortages and/or overages will be dealt with as per existing policies and procedures (where applicable).
- 3) The employee recognizes that professional registration is the primary responsibility of the individual.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



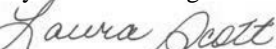
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Russell Dixon

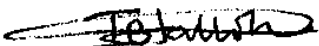


Tyler Kannenberg




Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

**LETTER OF UNDERSTANDING #12**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**1872 Hours of Work**

Employees who work eighteen hundred and seventy-two (1872) hours per year shall maintain those hours in that position unless otherwise mutually agreed between the employer and the local of the union.

All other than full-time employees working eighteen hundred and seventy-two (1872) hours shall earn designated holiday pay in accordance with Article 28.04 c) and d) – Pay on a Designated Holiday.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

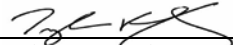
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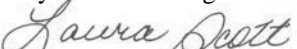
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Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES

  
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Bashir Jalloh

  
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Linda Renkas

  
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Lori Sutherland

**LETTER OF UNDERSTANDING #13**

**BETWEEN**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**Disability Income Plan**

Current plans include:

PEBA Disability Income Plan

City of Regina Disability Income Plan

3sHealth/SEIU Disability Income Plan

3sHealth/CUPE Disability Income Plan

3sHealth/General Disability Income Plan

Effective May 30, 1999 all employees not in receipt of disability benefits from their existing plan shall be transferred to the CUPE/3sHealth Disability Income Plan, contingent upon clarification and agreement on the following:

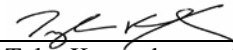
- a) Contributions to the Public Service Superannuation Plan and/or the Public Employees Superannuation Plan when in receipt of CUPE/3sHealth Disability Plan benefits;
- b) Eligibility requirements regarding the pre-existing medical clause;
- c) General eligibility requirements;
- d) Former Disability Income Plan responsibilities;
- e) Newly hired employees.

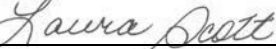
The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS

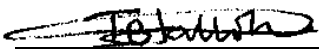
  
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Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES

  
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Bashir Jalloh

  
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Linda Renkas

  
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Lori Sutherland

**LETTER OF UNDERSTANDING #14**

**BETWEEN**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**Pension Plans**

Current plans include:

City of Regina Pension Plan

Saskatchewan Healthcare Employees' Pension Plan (SHEPP)

Public Service Superannuation Plan

Public Employees Superannuation Plan


Local Authorities' Pension Plan (LAPP), Alberta

Employees currently participating in one of the aforementioned plans shall continue to do so.

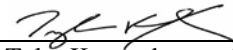
All new employees hired on or after May 30, 1999 shall be enrolled in the SHEPP, with the exception of employees hired at the Regina General Hospital. During the life of this agreement the parties agree to examine and clarify the effects of new employees at the Regina General Hospital participating in the SHEPP.

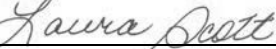
The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS

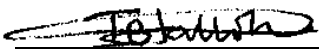
  
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Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES

  
\_\_\_\_\_  
Bashir Jalloh

  
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Linda Renkas

  
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Lori Sutherland

**LETTER OF UNDERSTANDING #15**

**BETWEEN**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**Disability Income Plan Rehabilitation Fund**


The established rehabilitation fund shall be utilized for investment purposes only.

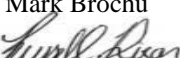
Interest earned, less appropriate administrative charges, shall be available as supplementary funds for rehabilitation projects for CUPE members.


- Recommendation for expenditures shall be made by the Director of employee benefits to the Joint Administrative Committee. The committee will receive copies of all requests for assistance;
- Any unspent interest will revert to the capital of the fund.


The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS

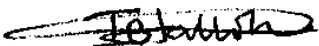
  
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Mark Brochu


  
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Tyler Kannenberg

  
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Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES

  
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Bashir Jalloh

  
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Linda Renkas

  
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Lori Sutherland



**LETTER OF UNDERSTANDING #16**

**BETWEEN**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**Uncertified Assistant in Long-Term Care and Home Care**

Should it become necessary to hire into the Continuing Care Assistant classification, and no qualified candidates are available, preference shall be given to other bargaining unit members. All employees shall be required to become qualified within two (2) years at his/her own expense. The employer may provide in-house training to address recruitment and retention issues.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**


SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



Mark Brochu



Russell Dixon

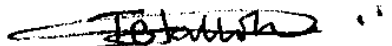


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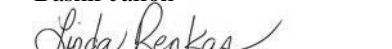


Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

**LETTER OF UNDERSTANDING #17**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE),**

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

**SERVICE EMPLOYEES INTERNATIONAL UNION – WEST (SEIU-  
West)**

**AND**

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

**Wage Rates for Graduates**

*The parties agree to follow the provisions of the multi-party letter of understanding regarding the review of wage rates for Graduates issues as set out below:*

The following principles and definitions shall be applied to future graduate positions.

An employee who is a graduate of an educational program who has been hired into a position subject to certification/registration and is waiting to write a national certification/registration exam or a licensure exam or awaiting results of such exam shall be paid ninety (90%) percent of Step 1 of the base rate of the applicable classification. Upon successfully writing the exam, employees shall be adjusted in their rate of pay to Step 1 of the base rate of the applicable classification retroactive to the date of hire or the date of successful writing of the exam whichever is more recent.

Notwithstanding the above, this letter of understanding does not provide compensation to students who are required to train on the job as part of their formal education.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

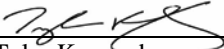
SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
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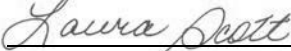
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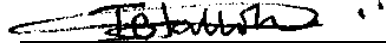


Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

**LETTER OF UNDERSTANDING #18**

**BETWEEN**

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

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

**Licensed Practical Nurses**

The Regina Qu'Appelle Health Region, Sunrise Health Region, Sun Country Health Region, Prairie North Health Region, and the Prince Albert Parkland Health Region are committed to enabling Licensed Practical Nurses to perform the full scope of their duties based on the model of care being provided.

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

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

**Effective October 23, 2022, the language in LETTER OF UNDERSTANDING #18 Licensed Practical Nurses above is removed and replaced with the language in LETTER OF UNDERSTANDING #18 Licensed Practical Nurses below:**

The **employer(s)** are committed to enabling Licensed Practical Nurses to perform the full scope of their duties based on the model of care being provided.

The **employer(s)** shall have in place nursing policies and procedures which are consistent with the professional associations' standards of practice and legislation that applies to Licensed Practical Nurses.

SAHO and the **employer(s)** designated above endorse and support the optimal utilization of LPNs' professional skills.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

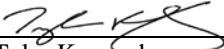
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SASKATCHEWAN  
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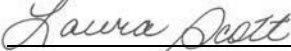
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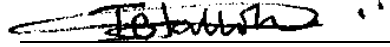


Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

**LETTER OF UNDERSTANDING #19**

**BETWEEN**

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

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION – WEST (SEIU-  
West),**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

**AND**

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

**Market Supplement Program**

*The parties agree to follow the provisions of the multi-party letter of understanding regarding the review of market supplement program issues as set out below:*

**I. Market Supplement Implementation**

The objective of the Market Supplement Program is to ensure that Saskatchewan health care employers can attract and retain the employees required to provide appropriate health care services to the people of Saskatchewan.

It is agreed, employer(s) and/or the union(s) will identify areas/classifications where skill shortages have or may impede future service delivery. Either party may submit a recommendation to the SAHO Market Supplement Review Committee. For the implementation of a market supplement wage rate the following provisions shall apply:

- 1) The Market Supplement Review Committee must request market information from employers within fifteen (15) days of the date that the request is submitted to the committee;
- 2) The Market Supplement Review Committee shall render its decision within forty-five (45) working days of the date the committee requests labour market information from SAHO’s employer membership. If the SAHO Market Supplement

Review Committee fails to act or render its decision within the above timeframes, the issue of a market supplement shall be referred to adjudication as set out below;

- 3) The Market Supplement Review Committee shall fully disclose to the **union(s)** the reasons for its determination of a market supplement request at the time the decision is rendered. Such disclosure shall include the Market Supplement Review Committee's final report and, upon request of the **union(s)**, labour market information submitted by SAHO or SAHO's employer membership to the Market Supplement Review Committee, including but not limited to documents containing information on:
- a) Service delivery impacts: service delivery impacts are analyzed, including options for alternative service delivery models;
  - b) Turnover rates: an annual turnover (loss of employees to other competitor employers) ratio to the existing staff complement in any given occupation. Local analysis of reasons for leaving will be necessary to determine any trends that may be emerging;
  - c) Vacancy rate analysis: whereby the frequency and timing of vacancy occurrences (i.e., seasonal; always following an event; etc.) are analyzed for trends that may affect recruitment/retention efforts;
  - d) Recruitment issue analysis: whereby issues such as length of recruitment times, training investments, licensing issues, supply and demand issues, etc. are analyzed for trends which may affect recruitment/retention efforts;
  - e) Salary market conditions: affected employer's salary levels are lower than other employers that affected employers would expect to recruit employees from, or other employers that affected employees are recruited to. This may be local, provincial, regional or national depending on the occupational group and traditional recruitment relationships. Cost of living considerations may or may not be appropriate to factor into market salary comparisons.

Should the Market Supplement Review Committee fail to act or render a decision, or if the union(s) disagrees with the decision, within the timeframes in I (2), this disclosure shall occur upon receiving notice of referral to adjudication from the union(s).

- 4) Where the SAHO Market Supplement Review Committee does not recommend that a classification receive a market supplement, the matter may, within a period of forty-five (45) working days from the date of the report, be referred to the Market Supplement Adjudicator in accordance with Section II – Market Supplement Adjudication.
- 5) Where the SAHO Market Supplement Review Committee report recommends a market supplement, the determination of market supplemented wage rates shall be subject to negotiation by the unions and SAHO. Should agreement not be reached by the parties in such negotiations within a period of forty-five (45) working days from the date the union receives the report, the matter shall be referred to the Market Supplement Adjudicator, in accordance with Section II – Market Supplement Adjudication.
- 6) The effective date for the market supplement shall be the date of the Market Supplement Review Committee report.

## **II. Market Supplement Adjudication**

- 1) The determination of market supplement wage rates shall be subject to negotiation between the union(s) and SAHO.
- 2) Where agreement on a market supplement wage rate cannot be reached by the union(s) and SAHO, or where the SAHO Market Supplement Review Committee does not recommend that a classification receive a market supplement either expressly or in a timely manner, the matter may be referred to an adjudicator, Phil Johnson, for final determination. In the event that Phil Johnson is not available to conduct the adjudication and render a decision within the time frames identified below, the matter shall be referred to an alternate adjudicator who is mutually acceptable to both the union(s) and SAHO.
- 3) The Market Supplement Adjudicator shall hear the matter within twenty-eight (28) calendar days of it being referred.



- 4) In the case of review on the matter of whether a market supplement is appropriate, both the **union(s)** and SAHO shall be limited to presenting only the following labour market review criteria: service delivery impacts, turnover rates, vacancy rate analysis, recruitment issue analysis and salary market conditions as defined in I. 3) a) to e).
- 5) The jurisdiction of the Market Supplement Adjudicator in determining a market supplement wage rate, or determining whether or not a market supplement is appropriate, shall be limited to the labour market criteria as listed above.
- 6) In the case where a market supplemented wage rate is disputed, both the **union(s)** and SAHO shall present a proposed market supplemented wage rate and shall be entitled to present supporting written documentation. Witnesses shall not be utilized in the hearing.
- 7) The Market Supplement Adjudicator in determining a market supplement wage rate or determining whether or not a market supplement is appropriate shall be limited to choosing the **union's** or SAHO's final position.
- 8) The Market Supplement Adjudicator's decision will be binding to all three **unions**, the **employer** and SAHO regardless of which party initiated the adjudication.
- 9) The Market Supplement Adjudicator decision shall be published within seven (7) calendar days of the hearing. Sufficient detail to explain the rationale for the decision shall be included in the written decision. The decision shall be final and binding on the parties and will not be subject to appeal.
- 10) The **union(s)** and SAHO will equally share the costs of fees and expenses of the Market Supplement Adjudicator.

### **III. Market Supplement Eligibility and Review**

- 1) Market supplemented wage rates shall be payable to all eligible **employees** in the wage schedules classification, subject to paragraphs three (3) and four (4) below.
- 2) Employees shall be eligible for the above market supplement wage rates if they are employed on the date the market supplement becomes effective, or if they are hired after the date the market supplement becomes effective.

- 3) The market supplement wage rates shall be reviewed annually from the date of agreement reached by the **union(s)** and SAHO or the Market Supplement Adjudicator. Should market conditions change so that a review sooner than the annual one is required, the SAHO Market Supplement Review Committee shall undertake such review. Disclosure to the **unions** shall be undertaken by the **committee** in accordance with I 3).
- a) If the Market Supplement Review Committee determines that a further market supplement is warranted, then the **union(s)** and SAHO shall meet to negotiate the new market supplement rate, or failing same, will refer the matter to an adjudicator in accordance with the provisions outlined in II 2) through II 9).
- b) If it is determined by the Market Supplement Review Committee or an Adjudicator that a market supplement rate is no longer needed, then the market supplement wage rate shall be frozen and existing and newly hired employees shall be entitled to the market supplemented wage rates until such time as the **collective agreement** wage schedule rate matches or exceeds it.
- c) It is understood that the market supplemented wage rate is separate to 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 supplement portion of the “total wage” shall be added to the newly revised “base wage.” This process shall not apply to frozen market supplemented wage rates as set out in b) above.
- 4) Market supplement 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)**.
- 5) Should the **union(s)** or SAHO wish to modify or discontinue the terms or conditions of this **letter of understanding**, the party wishing to do so will provide the other party with ninety

(90) days' notice of the change or discontinuation. The parties shall meet within fourteen (14) calendar days from notification to discuss the matter.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS




Mark Brochu



Russell Dixon

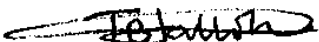


Tyler Kannenberg




Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

**LETTER OF UNDERSTANDING #20**

**BETWEEN**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**Vacation Pay for Employees at 1872 Annual Hours of Work**

The parties agree that employees whose annual hours of work are eighteen hundred and seventy-two (1872) and who were transferred to the Regional Health Authority by virtue of *The Health Reorganization Act and Regulations* shall be entitled to the following vacation pay under Article 29.02 – Time off and Pay for Annual Vacation:

15 days off	=	5.9911%
20 days off	=	7.9882%
25 days off	=	9.9852%
30 days off	=	11.9822%

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



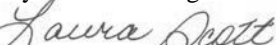
Mark Brochu



Russell Dixon

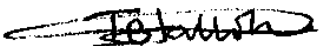


Tyler Kannenberg




Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

## **LETTER OF UNDERSTANDING #21**

### **BETWEEN**

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS**

### **AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

#### **Retroactivity/Retroactive Payments**

All employees on staff as of the date upon which the parties exchange notice of ratification by their principals on the terms of the **collective agreement** (April 16, 2019) 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 principals 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 layoff.

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.

Except as otherwise provided in this **collective agreement**, all articles become effective the date of signing of the **collective agreement**.

The parties hereto have affixed their signatures this 18<sup>th</sup> day of August, A.D. 2022.

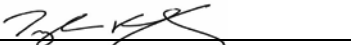
SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



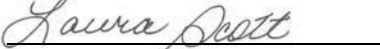
Mark Brochu



Russell Dixon

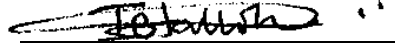


Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

**LETTER OF UNDERSTANDING #22**

**BETWEEN**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

**AND**

**SASKATCHEWAN ASSOCIATION OF HEALTH  
ORGANIZATIONS Inc. (SAHO)**

**Pay for Work Performed**

In order for an employee to receive overtime pay they must work the hours associated with that pay. As well, an employee should not lose out on the offer of an overtime shift because of a scheduling error. Where an error is made in the allocation of overtime hours, the following process will be followed:


- The error must be discovered and recorded no later than fourteen (14) calendar days after the work is performed. If not raised within the fourteen (14) calendar days, no remedy will be provided.
- If an error is raised and confirmed the matter will be remedied by the employee selecting a replacement supernumerary shift of equivalent value within four (4) weeks of the missed shift or within another time period as agreed to by the employee and the employer.
- If the employee would have normally been offered another overtime shift at the same time as the replacement shift, the employee will work the regular overtime shift and be offered another opportunity to select a replacement supernumerary shift of equivalent value within the next four (4) week period.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

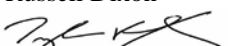
SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS

  
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Mark Brochu

  
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Russell Dixon

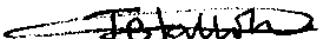
  
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Tyler Kannenberg


  
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Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES

  
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Bashir Jalloh

  
\_\_\_\_\_

Linda Renkas

  
\_\_\_\_\_

Lori Sutherland

## LETTER OF UNDERSTANDING #23

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS  
(SAHO)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION – WEST (SEIU-  
West),

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)

AND

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES'  
UNION (SGEU)

### **Implementation Issues – Provider Group Joint Job Evaluation**

*The parties agree to follow the provisions of the multi-party letter of understanding regarding the review of implementation issues – Provider Group Joint Job Evaluation issues as set out below:*

The parties agree to the principles of Equal Pay for Work of Equal Value, and will not knowingly undermine the Joint Job Evaluation Program.

- a) The parties agree that implementation of the results of the Provider Group Joint Job Evaluation Plan, was based upon both the October 3, 2003 Memorandum of Agreement and the Implementation Agreement dated April 5, 2004. The parties agree that such agreements shall remain in place.
- b) The parties agree that all equivalencies established as of October 3, 2003 where an employee was grandfathered with the qualifications equivalent to the classification in which they were placed, shall be continued. It is further agreed that where all such equivalencies are transferable they shall be transferable within all provincial job descriptions for all Provider Group Unions. Such grandfathering shall continue until the employee terminates from all employer(s).

The parties recognize that the qualifications on the provincial job descriptions were established for rating purposes and reflect the required educational training but should not be used to discriminate against current employees who have previously performed the work



and/or have the seniority and ability sufficient to perform the work. For the purposes of implementing this paragraph the following principles shall be used for the establishment of qualification equivalencies:

- i) Where certification and/or licensing can be obtained through gaining necessary experience, the attainment of the certification and/or license shall be deemed to be the equivalent of successful completion of education, i.e. power engineer can be certified and licensed by completing the required amount of “firing time” and successfully passing the government examinations;
- ii) Where past practice demonstrates that an individual with sufficient directly related previous experience can satisfactorily perform the job, then this directly related experience hours/years in the ratio of 2 to 1 for hours/years of education shall be deemed to be equivalent. The directly related experience has to be within a specified period of time i.e. two (2) years directly related experience would equal one (1) year of education within the last five (5) years preceding the application for the job;
- iii) Where the job has specific qualification requirements and an individual has held the job through having the requisite qualifications or the equivalent qualifications after October 3, 2003, the individual shall be deemed to have the qualification(s) and the qualification(s) may be transferable with the individual to other jobs that have the same qualification(s);
- iv) Should the qualification(s) change on the provincial job description, the employee will be deemed to have the equivalent qualification(s) and the qualification(s) may be transferable with the individual to other jobs that have the same qualification(s);
- v) Where an individual without the qualification(s) or the equivalent experience is hired into, or awarded a position, he/she shall be expected to perform the majority of duties within the time period for on-the-job training as specified within the rating rationale documentation. As a condition of maintaining employment in this position and classification, the individual will need to demonstrate they have embarked on/enrolled in a program or process that will result in he/she obtaining the qualification(s) in the specified period of time. As well, the individual will need to demonstrate an ongoing

participation in the program or process, at a minimum of every six (6) months. Should the individual not meet the condition above, he/she shall revert to casual status in a classification that the individual is qualified for and as negotiated by the parties (SEIU, SGEU) or re-employment list (CUPE) (this shall not be considered a layoff) as negotiated by the parties.

**c) EMS Positions**

- i) An employee working as an EMT in a blended position shall be paid at the appropriate rate and step of the HSAS collective agreement for the EMT portion of the position, except where otherwise negotiated by the parties.
- ii) In cases where an employee's non EMS portion of the position has a rate of pay higher than the EMS portion the employee shall not suffer any reduction in pay when performing EMS duties (i.e. LPN/EMR; LPN/EMT; LPN/EMTA).

**d) Outstanding Bundling Issues**

If the union and the employer cannot agree on outstanding bundling issues during negotiations over same, the matter shall be referred to the adjudication process as set out in the Letter of Understanding RE: JOINT JOB EVALUATION DISPUTE MECHANISM FOR OUTSTANDING BUNDLING ISSUES.

**e) Retroactive Pay – Outstanding Bundling Issues, Positions in Dispute and “300” Series Classifications**

Employees that are on the outstanding bundling issues list, in positions in dispute or “300” series classifications, that flowed from the original reconsideration process, shall receive retroactive pay as per Letter of Understanding RE: JOINT JOB EVALUATION DISPUTE MECHANISM FOR OUTSTANDING BUNDLING ISSUES.

All current employees in the “300” series classifications shall be governed by the Letter of Understanding RE: 300 SERIES CLASSIFICATIONS.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

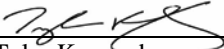
SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



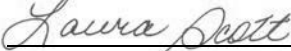
Mark Brochu



Russell Dixon

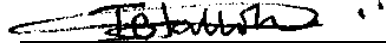


Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

**LETTER OF UNDERSTANDING #24**

**BETWEEN**

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

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION – WEST (SEIU-  
West),**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

**AND**

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

**Implementation of the Joint Job Evaluation Reconsideration Process and  
Maintenance Plan**

*The parties agree to follow the provisions of the multi-party letter of understanding regarding the review of implementation of the Joint Job Evaluation Reconsideration Process and Maintenance Plan issues as set out below:*

It is understood that the Provider Group Joint Job Evaluation Program (including both the reconsideration process and Maintenance Plan) will not be tied to the participation of any other union. The program may operate in conjunction with programs involving other unions or the parties, by mutual agreement, may allow other unions to participate.

Further to VIII Information to the Parties of the Maintenance Agreement, a committee of the parties will be established to whom the Maintenance Committee will report and will require full and timely co-operation from SAHO, employers and the Provider Group Unions. The establishment of the committee of the parties in no way lessens the role and authority that is already established in the Maintenance Plan for the Maintenance Committee. The committee of the parties will deal with the recommendations of the Maintenance Committee, as per the maintenance agreement and other matters that are not covered and may arise.

Further, it is understood that upon resolution of all of the outstanding “bundling” and “disputed” items, that the original reconsideration process of the Joint Job Evaluation Program is completed.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

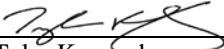
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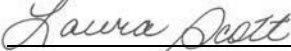
Mark Brochu



Russell Dixon

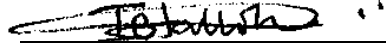


Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

**LETTER OF UNDERSTANDING #25**

**BETWEEN**

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

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION – WEST (SEIU-  
West)**

**AND**

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

**Joint Job Evaluation Dispute Mechanism for Outstanding Bundling Issues**

- 1) Dispute Resolution Bundling Issues – October 2000 to September 13, 2004

Any bundling issues that flow from the Dispute Resolution tribunal (Chair, Mr. Phil Johnson) decisions (Appendix A) shall be resolved by Mr. Phil Johnson. Every individual employee and their immediate out-of-scope supervisor who has a bundling issue as a result of the tribunal decisions shall have their bundling issue resolved, unless a resolution to their bundling issue has been agreed to by the union (SEIU-West, CUPE or SGEU) and the employer and reduced to writing. These bundling issues remain resolved and are not subject to this process.

The individual bundling issue shall be limited to the period October 2000 to September 13, 2004.

The information utilized shall be limited to the individual bundling issue and not related to the factor ratings.

If more information, other than information already on file, is required to make a decision, Mr. Phil Johnson shall have the authority to gather further information from the employer, union and/or the employee(s).

Mr. Phil Johnson will place individuals into a job based on the provisions of the Joint Job Evaluation Plan and the Joint Job Evaluation letters of understanding. Mr. Phil Johnson may use a current provincial classification. Mr. Phil Johnson will have the authority to create a new classification if needed. Mr. Phil Johnson will create a new job description and rate the job according to the Joint Job Evaluation Plan and the Joint Job Evaluation letters of understanding.

Employees who have not been previously identified as having an outstanding bundling issue or where the bundling issue has been agreed to by the union (SEIU-West, CUPE or SGEU) and the employer shall not be placed in a newly created job classification through this adjudication process; rather the regular maintenance process shall be utilized on a go forward basis.

2) Dispute Resolution Bundling Issues – September 14, 2004 to Date of Signing of this Letter of Understanding

Any bundling issues that flow from the Dispute Resolution tribunal (Chair, Mr. Phil Johnson) decisions (Appendix A) shall be resolved by Mr. Phil Johnson. Every individual employee and their immediate out-of-scope supervisor who has a bundling issue as a result of the tribunal decisions shall have their bundling issue resolved, unless a resolution to their bundling issue has been agreed to by the union (SEIU-West, CUPE or SGEU) and the employer and reduced to writing. These bundling issues remain resolved and are not subject to this process.

The individual bundling issue shall be limited to the period after September 13, 2004 to the date of signing of this letter of understanding.

The information provided shall be limited to the individual bundling issue and not related to the factor ratings.

Bundling issues within this time period shall not result in any retroactive adjustments neither to the employee nor the employer. Classification/bundling issues that occur after the date of signing of this letter of understanding shall be decided upon using the maintenance process.

If more information, other than the information already on file, is required to make a decision Mr. Phil Johnson shall have the authority to gather further information from the employer, union and/or the employee(s).

Mr. Phil Johnson will place individuals into a job based on the provisions of the Joint Job Evaluation Plan and the Joint Job Evaluation letters of understanding. Mr. Phil Johnson may use a current provincial classification. Mr. Phil Johnson will have the authority to create a new classification if needed. Mr. Phil Johnson will create a new job description and rate the job according to the Joint Job Evaluation Plan and the Joint Job Evaluation letters of understanding. Employees who have not been previously identified as having an outstanding bundling issue or where the bundling issue has been agreed to by the union (SEIU-West, CUPE or SGEU) and the employer shall not be placed in a newly created job classification through this adjudication process; rather the regular maintenance process shall be utilized on a go forward basis.

### 3) Bundling Issues – JJE Steering Committee

Any outstanding bundling issues that exist as a result of the JJE Steering Committee not approving the recommendations of the JJE Reconsideration Committee will be resolved by a sole Chair as per part (d) of Letter of Understanding #22 in the SAHO/SEIU-West current collective agreement, Letter of Understanding #23 in the SAHO/CUPE current collective agreement, and Letter of Understanding #12 in the SAHO/SGEU current collective agreement. A Dispute Resolution process shall be convened as per Appendix B – Dispute Resolution Process.

The adjudication shall be limited to the individual bundling issue and not related to the factor ratings. The adjudication shall be limited to the period October 2000 to September 13, 2004.

The adjudication processes above (1 through 3) are final and binding on each party. Process 1 and 2 shall be completed prior to beginning process 3. The parties shall share equally the cost of Mr. Phil Johnson, the Chair of the Dispute Resolution Process and any other common costs. The parties shall mean SAHO and the unions (SEIU-West, CUPE, SGEU).

All outstanding grievances related to any bundling issues addressed in this letter of understanding shall be resolved by the processes contained in this letter of understanding. All outstanding grievances not related to any bundling issues addressed in this letter of understanding shall be resolved by grievance/arbitration procedure contained in the collective agreement.



The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

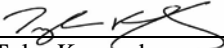
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ORGANIZATIONS



Mark Brochu



Russell Dixon

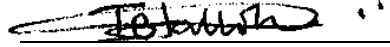


Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

**LETTER OF UNDERSTANDING #26**

**BETWEEN**

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

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION - WEST (SEIU-  
West),**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

**AND**

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

**300 Series Jobs**

- 1) All 300 series jobs/classifications, other than those that went through the tribunal process, shall be reviewed by an agreed to third party knowledgeable in job classification.
  - a) 300 series jobs/classifications that went through the tribunal process are final and binding. Incumbents have all had an opportunity to contribute all relevant information to those jobs/classifications as a result of the tribunal process. These jobs will not be reviewed by the JJEMC. Future reviews of these jobs may be conducted through the normal maintenance process as outlined in the Maintenance Plan LOU as revised subsequent to the original document signed October 3, 2003.
  - b) Incumbents and employers who have already provided information to the Joint Job Evaluation Maintenance Program will have their information considered. Only information on file will be considered in the finalization of these jobs. If more information, other than information already on file, is required to make a decision, the agreed to third party shall have the authority to gather further information from the employer, union and/or the employee(s).
- 2) If, upon completion of the review of the 300 series jobs/classifications as indicated in 1) b) above, a change in pay band is required, the effective date of such change in a pay band shall be the first Sunday

following the completion of the review. Completion shall be defined as receipt of a decision of a third party.

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

All outstanding grievances related to any bundling issues addressed in this letter of understanding shall be resolved by the processes contained in this letter of understanding. All outstanding grievances not related to any bundling issues addressed in this letter of understanding shall be resolved by grievance/arbitration procedure contained in the collective agreement.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

SIGNED ON BEHALF OF THE  
SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



Mark Brochu



Russell Dixon



Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

**LETTER OF UNDERSTANDING #27**

**BETWEEN**

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

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION – WEST (SEIU-  
West)**

**AND**

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

**Joint Job Evaluation Maintenance Plan**

**I JOINT JOB EVALUATION MAINTENANCE COMMITTEE  
(JJEMC)**

- 1)** The parties shall maintain a joint **union/management** maintenance committee.
  - a) The committee shall be gender neutral and consist of six (6) members; at least 50% of which must be women.
  - b) The committee membership shall be one (1) CUPE, one (1) SEIU-West, one (1) SGEU and three (3) **employer** representatives.
  - c) Two (2) **union** and two (2) **employer** members shall be necessary for a quorum. In the case of a specific classification request, the representing union must be one of the two (2) **union** members present to constitute quorum.
  - d) Committee members shall be rotated with the objective that the typical term of service is two (2) years.

- 2) The individual who will assist the Joint Job Evaluation Maintenance Committee (JJEMC) will be jointly selected by the unions and SAHO and be compensated by SAHO.
- 3) The JJEMC members, the assistant and others that work with the Plan shall be trained on the application of the Plan and in the principles of “Equal Pay for Work of Equal Value”.
- 4) The JJEMC will be responsible for receiving all job data. The JJEMC will review the job data for completeness, perform a job analysis, consolidate the data and rate the jobs.
- 5) The JJEMC will maintain the integrity of the Plan.
- 6) The JJEMC will conduct research necessary to carry out its duties.
- 7) The JJEMC will be responsible for maintaining all Plan documentation as well as recording, in writing, the group consensus rationale and unanimous agreements.
- 8) The JJEMC shall operate by consensus and shall meet when necessary but at least once every two (2) months.
- 9) If the JJEMC cannot reach consensus on any matter, it will be dealt with pursuant to the dispute resolution process as found in Article VII Dispute Resolution Process (Appendix B).
- 10) JJEMC members shall excuse him or herself from the maintenance process for a position where the committee or a member has identified a conflict of interest. Notwithstanding Article 1) c), quorum shall be obtained by the presence of the other members representing the unions or the employer.

Conflict of interest includes, but is not limited to, classification decisions on jobs:

- \* In their classification where the committee member shall retain voice but will not participate in the consensus decision
- \* Encumbered by family members or personal friends
- \* For which they have declared a bias for, or against, and
- \* For which they are the immediate in-scope or out-of-scope supervisor.

- 11) Each party will be responsible for the costs and expenses of their respective members of the Joint Job Evaluation Maintenance Committee (JJEMC). SAHO will be responsible for the meeting room and midday meal costs during meeting days.

## II THE ROLES AND AUTHORITY OF THE MAINTENANCE COMMITTEE

- 12) Sole responsibility for maintaining the job fact sheets (JFS), the rating rationales (RR) and the job descriptions (JD) and modifies and creates new JFS, RR and JD as required.
- 13) Develops and maintains an educational program regarding the principles of the plan and how it works.
- 14) Maintains the notes to raters through additions or amendments of notes.
- 15) Develops a process, in accordance with pertinent collective bargaining agreements, to evaluate all changed and new jobs following the general principles outlined in the Plan.
- 16) Endeavours to review 20% to 25% of all jobs each year with priority given to jobs that have changed or jobs that have not been reviewed for some time.
- 17) Provides the employers' and the unions' current job descriptions and other data that constitutes the Plan.
- 18) Rates new and changed jobs. The JJEMC decision is final and binding. Any subsequent submission of information will constitute a new maintenance request.
- 19) Upholds the integrity of the Plan through the adjudication of disputes regarding the assignment of factor ratings to the job assignment. In this regard, management members of the panel do not represent nor advocate for employers and the union members do not represent nor advocate for the employee.
- 20) Questions information presented to determine if it meets the requirements in the notes to raters and the intent of the degree definition within the factor.
- 21) Ensures, where necessary, that information presented is verified as legitimate duties and responsibilities of the job

assignment. The JJEMC has the authority to obtain information through questioning and written documentation, to substantiate any statements.

- 22) Only the JJEMC shall be authorized to sign off the classification level of any job within the plan.

### III JOINT JOB EVALUATION COMMITTEE ASSISTANT

- 23) The assistant will work with employer Human Resource Departments and local unions to determine if existing job descriptions and job ratings can be applied to new job or changed job (reclassification) requests.
- 24) The assistant will determine interim wage rates in order to post new jobs.
- 25) The assistant will forward, all information regarding specific requests under articles 23 and 24 of this agreement, to the JJEMC for review.
- 26) The assistant will also conduct research, assist with problem solving, provide administrative support (book meetings, record, keep and update databases, administration, documentation, etc.), ensure all parties are made aware of the JJEMC yearly program and perform other duties determined by the JJEMC Committee.

### IV JOB RATINGS

In the application of the manual, the following general rules shall apply:

- 27) It is the content of the job, and not the performance of the employee(s) that is being rated.
- 28) Jobs are rated without regard to existing wage rates.
- 29) Jobs are rated and ranked by comparing the specific requirements of the job to the sub-factor definition, guidelines and explanations and notes to raters.
- 30) Each job will be rated relative to and consistent with all other jobs rated under the manual.

- 31) The factors and sub-factors must have an impact on all jobs being rated.
- 32) A factor rating cannot be adjusted if the duties or responsibilities have been credited in another factor, as this would represent bias due to double crediting.
- 33) Errors in rating shall be corrected and are not precedent setting.
- 34) Rating decisions shall include a “sore thumbing” process to ensure consistency in committee decisions.

V INITIATING THE REVIEW OF A NEW JOB

- 35) When the employer creates a new job, the supervisor will complete a Job Review Request Form and a job fact sheet based upon the qualifications and/or the duties proposed for the job. The foregoing will be submitted to the appropriate Human Resources Department.
- 36) Within five (5) working days, the Human Resources Department will forward copies of the above to the local union and the JJEMC assistant.
- 37) Within fourteen (14) working days, the Human Resources Department and local union will arrange to meet with the JJEMC assistant to determine if an existing job is appropriate. All material will be forwarded to the JJEMC for review.
- 38) If the Human Resources Department and the local union, with the assistance of the JJEMC assistant agree that an existing job description and job rating are appropriate, the job will be posted and an appointment made.
- 39) If the Human Resources Department and the local union, with the assistance of the JJEMC assistant do not agree that an existing job description and job rating are appropriate, the job fact sheet and job description will be forwarded to the JJEMC for review.

NOTE: The posting of a new position will not be delayed by a JJEMC review. The JJEMC assistant will establish an interim wage rate in order that the new job may be posted immediately.



39.1 Also see the attached flow chart titled “Maintenance Procedure New Job”.

VI INITIATING THE REVIEW OF A CHANGED JOB  
(RECLASSIFICATION)

- 40) Either an employee or supervisor will complete a Job Review Request Form, a **job fact sheet** and changes to the current provincial job description if they believe qualifications and/or the duties of a job has changed. The foregoing will be submitted to the appropriate Human Resources Department.
- 41) Within five (5) working days, the Human Resources Department will forward copies of the above to the **local union** and the **JJEMC assistant**.
- 42) Within fourteen (14) working days, the Human Resources Department and the **local union** will arrange to meet with the **assistant**, to determine if the job has changed sufficiently to warrant a review. The three (3) groups will determine if there is an existing job description and job rating that are appropriate. The material will be forwarded to the **JJEMC** for review.
- 43) If the Human Resources Department, the **local union** and the **assistant** agree that an existing job description and job rating are appropriate, the job will be reclassified immediately and the employee and the supervisor notified. The material will be forwarded to the **JJEMC** for information purposes only.
- 44) If the Human Resources Department and the **local union** with the assistance of the **JJEMC assistant** cannot agree that an existing job description and job rating are appropriate, the material will be forwarded to the **JJEMC** for review.
- 45) Any adjustment in pay rates will be effective the date the Review Request Form and all associated required documentation as referenced in 40) was received by the Human Resources Department.

45.1 Also, see attached flow chart titled “Maintenance Procedure Reclassification”.

VII DISPUTE RESOLUTION PROCESS (See Appendix B)

- 46) The JJEMC shall refer unresolved disputes to a Dispute Resolution process.
- 47) The Dispute Resolution process is comprised of a Chair chosen by the parties from a mutually agreed to list or to a panel where agreed by the parties.
- 48) The jurisdiction of the Dispute Resolution Chair shall be limited to the matter in dispute as referred to by the JJEMC.
- 49) The decision of the Dispute Resolution Chair shall be final and binding upon the parties.
- 50) The parties further agree that this Dispute Resolution protocol must be timely and cost-effective.

VIII INFORMATION TO THE PARTIES

- 51) The JJEMC will provide the parties with a quarterly report containing the following information:
  - > A summary of all reconsideration requests received this quarter.
  - > A summary of all reconsideration requests carried forward from previous quarter.
  - > A summary of all decisions.
  - > Notification of changes to the **provincial job fact sheets, rating rationales and job descriptions.**
  - > Notification of the creation of new **job fact sheets, rating rationales and job descriptions.**

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

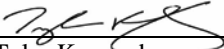
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SASKATCHEWAN  
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ORGANIZATIONS



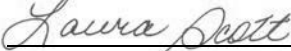
Mark Brochu



Russell Dixon

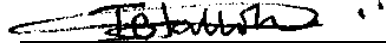


Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

## **APPENDIX B**

### **Dispute Resolution Process**

#### **Authority**

This Appendix outlines the process as referenced in the Letter of Understanding Maintenance Plan between SAHO and CUPE/SEIU-West/SGEU RE: Joint Job Evaluation Article VII 46 – 50 and is final and binding on all parties.

#### **Parameters for Dispute Resolution Process**

- Adhere to principles of the Plan.
- Adhere to Policy Framework (1999), Maintenance Plan and negotiated letters of understanding.
- Duties, qualifications, factors, and factor ratings can be adjudicated.
- The Dispute Resolution Chair shall be limited to adjudicating only those duties, qualifications, factors and factor ratings that arise from the Joint Job Evaluation Maintenance Committee (JJEMC) dispute.
- The Dispute Resolution Chair shall have the ability to recommend changes to the Committee of the Parties (COPs) on the wording of the Plan and Notes to Raters and shall provide recommendations for the specific language for these changes to the Plan and Notes to Raters. The Dispute Resolution Chair shall provide the COPs any additional language that provides clarity of its interpretation; this language must adhere to the principles of the Plan.
- JJEMC disputes will be resolved by a sole Chair as per VII of the JJE Maintenance Agreement.
- Dispute Resolution decisions will be rendered within ninety (90) days and provided to the JJEMC.

#### **Information available to Dispute Resolution Chair**

- Pre-JJE history.
- The Plan.
- Other relevant documentation:
  - All job fact sheets.
  - All maintenance data.
  - Any other necessary data
  - The parties agree to identify the duties, qualifications, factors and factor ratings in dispute to the Dispute Resolution Chair.
- Other documentation as requested by the Chair.

## **Dispute Resolution Process**

- The Dispute Resolution Chair has the ability to seek clarification from:
  - Maintenance Committee
  - Educational Institutions
  - Maintenance Documentation
  - Evaluation and/or Reconsideration Documentation
  - The parties
- Any additional information obtained by the Dispute Resolution Chair must be disclosed to the JJEMC.

## **Possible Outcomes from the Dispute Resolution Process**

- Changes to the existing job classification.
- Creation of a new job classification(s).
- No change to the existing job classification.
- Determine the factor ratings, rating rationale, job fact sheet, job description and provide supporting rationale for the decision.
- The sole Chair of the Dispute Resolution Process shall retain jurisdiction on bundling issues should the employer and the local of the union be unable to reach agreement.

## **Costs of Dispute Resolution Process**

- The cost of the Dispute Resolution Chair to be shared 50/50 between SAHO and the unions.
- SAHO to provide a meeting room for the Chair unless otherwise agreed to.

**LETTER OF UNDERSTANDING #28**

**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)**

**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.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

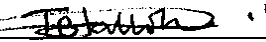
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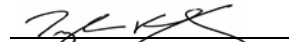
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HEALTH  
AUTHORITY



Mark Brochu



Bashir Jalloh



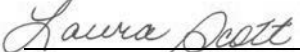
Tyler Kannenberg



Russell Dixon



Linda Renkas



Laura Scott



Lori Sutherland

**LETTER OF UNDERSTANDING #29**

**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)**

**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.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

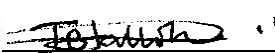
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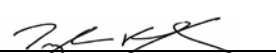
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Bashir Jalloh



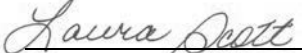
Tyler Kannenberg



Russell Dixon



Linda Renkas



Laura Scott



Lori Sutherland

**LETTER OF UNDERSTANDING #30**

**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)**

**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 may be 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 report 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 bargaining 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 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 trusted benefit plan.

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

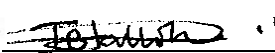
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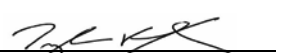
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Bashir Jalloh



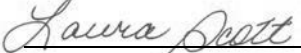
Tyler Kannenberg



Russell Dixon



Linda Renkas



Laura Scott



Lori Sutherland

**LETTER OF UNDERSTANDING #31**

**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)**

**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 health care 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.

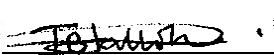
The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

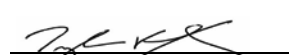
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OF THE  
SASKATCHEWAN  
ASSOCIATION OF  
HEALTH  
ORGANIZATIONS

SIGNED ON  
BEHALF OF THE  
CANADIAN  
UNION OF PUBLIC  
EMPLOYEES

SIGNED ON  
BEHALF OF  
SASKATCHEWAN  
HEALTH  
AUTHORITY

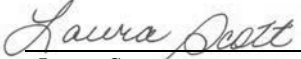
  
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Russell Dixon

  
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Linda Renkas

  
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Laura Scott

  
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Lori Sutherland

**LETTER OF UNDERSTANDING #32**

**BETWEEN**

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

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

**Article 38 - Northern Allowance**

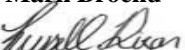
The parties agree to engage in further discussions to resolve the issue of Article 38 – Northern Allowance with the goal of resolving all issues.

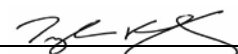
The parties agree to meet within thirty days of a request of the other party to engage in discussions.

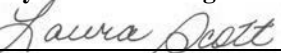
The parties hereto have affixed their signatures this 18<sup>th</sup> day of August, A.D. 2022.

**SIGNED ON BEHALF OF  
THE SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS**

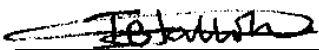
  
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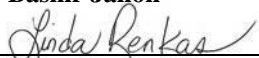
  
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Tyler Kannenberg

  
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Laura Scott

**SIGNED ON BEHALF OF  
THE CANADIAN UNION  
OF PUBLIC EMPLOYEES**

  
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Bashir Jalloh

  
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Linda Renkas

  
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Lori Sutherland



# **PROVIDER GROUP JOINT JOB EVALUATION**

## **COMMITTEE OF THE PARTIES (COPs)**

### **TERMS OF REFERENCE**

#### **BETWEEN**

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

#### **AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

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

**SERVICE EMPLOYEES INTERNATIONAL UNION - WEST (SEIU-  
WEST)**

#### **Preamble**

It is agreed that with the establishment of the Committee of the Parties (COPs) that the Joint Job Evaluation Steering Committee (JJESC) has been dissolved, and the COPs will complete the JJESC duties and mandate as set out in the Joint Job Evaluation Project Terms of Reference.

It is understood that each Provider Group Union (CUPE, SGEU and SEIU-West) participates independently in the Provider Group Joint Job Evaluation Program (including both the Reconsideration Process and Maintenance Plan). The collective agreements between SAHO and each of the Provider Group Unions provide for the ability of the parties to establish the COPs for the purpose set out below. The parties agree to establish said committee. It is agreed among the parties that the terms of reference for this committee shall work in concert with the provisions of each Provider Group Union collective agreement. Where there are discrepancies between these terms of reference and the applicable collective agreement(s) or in absence of specific provisions in these terms of reference, the terms and conditions of the applicable collective agreement(s) shall govern.

#### **Purpose**

The COPs shall deal with the recommendations of the Maintenance Committee, as per the Maintenance Agreement, as well as other matters that are outside of the roles and authority of the JJE Maintenance Committee and other matters that

may arise regarding the Provider Group Joint Job Evaluation Program. The COPs shall receive the reports, recommendations and inquiries of the JJE Maintenance Committee and will determine the appropriate resolution/action required. Any party to the program can request a signed off copy of the job description.

The COPs shall make recommendations to each of their principals in regards to amendments and/or modifications to the JJE Plan and other JJE collective bargaining matters.

The establishment of the COPs in no way lessens the role and authority that is already established in the Provider Group Joint Job Evaluation Maintenance Plan for the Joint Job Evaluation Maintenance Committee (JJEMC).

### **Composition**

The COPs shall be comprised of SAHO/employer representatives and union representatives from each of CUPE, SEIU-West, and SGEU. As well, each and every party may have resource staff in attendance.

### **Committee Procedure**

The parties of the COPs shall have the authority to bargain on behalf of each party's principals. Any decision reached by the COPs and where required, approved by each party's principals, shall be reduced to writing, signed off by all of the parties and distributed to each party's principals.

### **Meetings**

The COPs will meet four (4) times a year, such meetings to be scheduled in advance. As well, the COPs will meet within thirty (30) days of the request, in writing, of one of the parties to the other three parties. The thirty (30) day notice may be waived upon agreement of the parties. The chair of the meetings will alternate between SAHO and the Provider Group Unions. The chair will be responsible to develop an agenda for the meeting. Administrative support, including the taking of minutes, shall be provided by SAHO. Minutes will be provided to the parties for distribution as seen fit.

### **Duration of the Committee**

The COPs shall continue as per Letter of Understanding #23 in the SAHO/SEIU-West Collective Agreement, Letter of Understanding #24 in the SAHO/CUPE Collective Agreement and Letter of Understanding #13 in the SAHO/SGEU Collective Agreement.

## **Disputed Items that Arise from the Maintenance Committee**

Disputed issues that arise from the Maintenance Committee shall follow the process outlined in the JJEMC Letter of Understanding VII Dispute Resolution Process. The issues may then be referred to a Dispute Resolution Process (see Appendix B).

### **Dispute Resolution - COPs**

- 1)
  - i) Where the COPs cannot reach agreement on a disputed issue(s), the **p**arties may mutually agree to refer the disputed issue(s) to any of the following dispute resolution methodologies:
    - a) Mediation; or
    - b) Conciliation; or
    - c) Expedited Arbitration; or
    - d) Full Panel Arbitration; or
    - e) To their **p**incipals for negotiation.

Failure to resolve a disputed issue via a) or b) shall not limit the **p**arties ability to use another process.
  - ii) If the **p**arties cannot mutually agree on where to refer the disputed issue(s), the **p**arties shall use a conciliator as appointed by the Ministry of Labour Relations and Workplace Safety to assist the **p**arties in agreeing on where to refer the disputed issue(s) from the choices c), d) or e).
  - iii) If the conciliator cannot assist the **p**arties to reach agreement, the conciliator shall have the ability to make a final and binding decision on the process to be used.
- 2) Any agreement and/or award resulting from the above processes shall be final and binding on the **p**arties.
- 3) The **p**arties shall share equally any common costs (e.g. **m**ediator, **a**rbitrator, room rentals, etc.) related to dispute resolution.
- 4) The **p**arties shall mean SAHO and the **u**nions (SEIU-West, CUPE, SGEU).

The parties hereto have affixed their signatures this **18<sup>th</sup> day of August, A.D. 2022.**

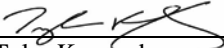
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SASKATCHEWAN  
ASSOCIATION OF HEALTH  
ORGANIZATIONS



Mark Brochu



Russell Dixon

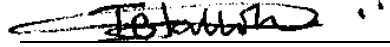


Tyler Kannenberg



Laura Scott

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES



Bashir Jalloh



Linda Renkas



Lori Sutherland

# **HISTORICAL DOCUMENTS**

## **Further JJE Letters of Understanding**

**Letter of Understanding**  
**Between**  
**Saskatchewan Association of Health Organizations**  
**And**  
**The Canadian Union of Public Employees**

*Re: Market Supplement Program*

**I. Market Supplement Implementation**

It is agreed, employers and/or CUPE will identify areas/ classifications where skill shortages have or may impede future service delivery. Either party may submit a recommendation to the SAHO Market Supplement Review Committee. For the implementation of a market supplement wage rate the following provisions shall apply:

1. The Market Supplement Review Committee must request market information from employers within (15) days of the date that the request is submitted to the Committee.
2. The Market Supplement Review Committee shall render its decision within forty-five (45) working days of the date the Committee requests labour market info' nation from SAHO's employer membership. If the SAHO Market Supplement Review Committee fails to act or render its decision within the above time frames, the issue of a market supplement shall be referred to adjudication as set out below.
3. The Market Supplement Review Committee shall fully disclose to CUPE the reasons for its determination of a market supplement request at the time the decision is rendered. Such disclosure shall include the Market Supplement Review Committee's final report and, upon request of CUPE, labour market information submitted by SAHO or SAHO's employer membership to the Market Supplement Review Committee, including but not limited to documents containing information on service delivery, turnover rates, vacancy rates, recruitment issues and salary market conditions. Should the Market Supplement Review Committee fail to act or render a decision, or if CUPE disagrees with the decision, within the time frames in 1 (2), this disclosure shall occur upon receiving notice of referral to adjudication from CUPS.

## II. Market Supplement: Adjudication.

1. The determination of market supplement wage rates shall be subject to negotiation between CUPE and SAHO.
2. Where agreement on a market supplement wage-rate cannot be reached by CUPE and SAHO, or where the SAHO Market Supplement Review Committee does not recommend that a classification receive a market supplement either expressly or in a timely manner; the matter may be referred to an adjudicator, Beth Bilson, for final determination. In the event that Beth Bilson is not available to conduct the adjudication and render a decision within the time frames identified below, the matter shall be referred to, an alternate adjudicator who is mutually acceptable to both CUPE and SAHO
3. The Market Supplement Adjudicator shall hear the - matter within twenty-eight (28) calendar days of it being referred.
4. In the case of review on the matter of whether a market supplement is appropriate, both CUPE and SAHO shall be limited to presenting only the following labour market review criteria: service delivery impacts, turnover rates, vacancy rate analysis, recruitment issue analysis and salary market conditions.
5. The jurisdiction of the Market Supplement Adjudicator in determining a market supplement wage rate or determining whether or not a market supplement is appropriate, shall be limited to the labour market criteria as listed above.
6. In the case where a market supplemented wage rate is disputed, both CUPE and SAHO shall present a proposed market supplemented wage rate, and shall be entitled to present supporting written documentation. Witnesses shall not be utilized in the hearing.
7. The Market Supplement Adjudicator in determining a market supplement wage rate or determining whether or not a market supplement is appropriate shall be limited to choosing CUPE or SAHO's final position.
8. The Market Supplement Arbitrator's decision shall be published within seven (7) calendar days of the hearing. Sufficient detail to explain the rationale for the decision shall be included in the written decision. The decision shall be final and binding on the parties and will not be subject to appeal.

9. CUPE and SAHO will equally share the costs of fees and expenses of the Market Supplement Adjudicator.

### III. Market Supplement Eligibility and Review

1. Market supplemented wage rates shall be payable to all eligible employees in the wage schedules classification, subject to paragraphs three (3) and four (4) below.
2. Employees shall be eligible for the above market supplement wage rates if they are employed on the date the market supplement becomes effective, or if they are hired after the date the market supplement becomes effective.
3. The market supplement wage rates shall be reviewed annually from the date of agreement reached by CUPE and SAHO, or the Market Supplement Adjudicator. Should market conditions change so that a review sooner than the annual one is required, the SAHO Market Supplement Review Committee shall undertake such review. Disclosure to CUPE shall be undertaken by the Committee in accordance with I (3).
  - a. If the Market Supplement Review Committee determines that a further market supplement is warranted, then CUPE and SAHO shall meet to negotiate the new market supplement rate, or failing same, will refer the matter to an adjudicator in accordance with the provisions outlined in II (2) through II (9).
  - b. If it is determined by the Market Supplement Review Committee or an Adjudicator that a market supplement rate is no longer needed, then the market supplement wage rate shall be frozen and existing and newly hired employees shall be entitled to the market supplemented wage rates until such time as the Collective Agreement wage schedule rate matches or exceeds it.
  - c. It is understood that the market supplemented wage rate is separate to the Collective Agreement Wage Schedule and is not subject to economic increases or classification adjustments during the term of the Collective Agreement. However, this will not preclude an annual market supplement review and if applicable, a market supplemented wage increase may be provided that could include an economic increase.



4. Market supplement 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.
  
5. Should CUPE or SAHO wish to modify or discontinue the terms or, conditions of this Letter of Understanding, the party wishing to do so will provide the other party with ninety (90) days notice of the change or discontinuation. The parties shall meet within fourteen (14) calendar days from notification to discuss the matter.

ALL OF WHICH IS AGREED this 1st of May, 2003.

FOR SAHO

M. Dillit  
S. Scott  
\_\_\_\_\_  
\_\_\_\_\_

FOR CUPE

Raymond  
J. P.  
Stephen Foley  
\_\_\_\_\_  
\_\_\_\_\_

## **Letter of Understanding**

**Between**

**CUPE, SEIU, SGEU**

**And**

**SAHO**

### **Re: Joint Job Evaluation Maintenance Plan**

#### **I. JOINT JOB EVALUATION MAINTENANCE COMMITTEE (JJEMC)**

1. The parties shall maintain a joint Union/Management maintenance committee.
  - a. The committee shall be gender neutral and consist of twelve (12) members, at least 50% of which must be women.
  - b. The committee membership shall be two (2) CUPE, two SEIU, two (2) SGEU and six (6) Employer representatives.
  - c. One (1) CUPE, one (1)SEIU, one (1) SGEU and three Employer members shall be necessary for a quorum.
  - d. Committee members shall be rotated with the objective that the typical term of service is two (2) years.
2. The individual who will assist the Joint Job Evaluation Maintenance Committee (JJEMC) will be jointly selected by the Unions and SAHO and be compensated by SAHO.
3. The JJEMC members, the Assistant and others that work with the Plan shall be trained on the application of the Plan and in the principles of "Equal Pay for Work of Equal Value".
4. The JJEMC will be responsible for receiving all job data. The JJEMC will review the job data completeness, perform a job analysis, consolidate the data and rate the jobs.

5. The JJEMC will maintain the integrity of the Plan.
6. The JJEMC will conduct research necessary to carry out its duties.
7. The JJEMC will be responsible for maintaining all Plan documentation as well as recording, in writing, the group consensus rationale and unanimous, agreements.
8. The JJEMC shall operate by consensus and shall meet when .necessary but at least once every two (2) months.
9. If the JJEMC cannot reach consensus on any matter, it will be dealt with pursuant to the Dispute Resolution Process.
10. JJEMC, members shall excuse him or herself, from the maintenance process for a position where the committee or a member has identified a conflict of interest.

Conflict of interest :includes, but is .not limited to, classification decisions on jobs:

- In their Job
- Encumbered by family members personal friends
- For which they have declared a bias for; or against, and
- For which they are the immediate in-scope or out-of-scope supervisor.

11. The costs of the Joint Job Evaluation Maintenance Committee (JJEMC) will be borne by SAHO.

## II. THE ROLES AND AUTHORITY Of THE MAINTENANCE COMMITTEE

12. Monitors and makes recommendations to the Bargaining Committee to ensure that negotiated wage settlements do not widen the wage gap or undermine equitable compensation practices and equitable wage relationships.
13. Maintains the Job Fact Sheet and Job Descriptions and modifies them as required from time to time.
14. Develops and maintains an educational program regarding the principles of the plan and how it works.

15. Recommends changes to Job Evaluation factors and weights to the parties, as required.
16. Maintains the notes to raters through additions or amendments of notes.
17. Develops a Process, in accordance with pertinent Collective Bargaining Agreements, to evaluate all changed and new jobs following the general principles outlined in the attached flow chart.
18. Endeavours to review 20% to 25% of all jobs each year with priority given to jobs that have changed or jobs that have not been reviewed for some time.
19. Provides the Employers' and the Unions' current job descriptions and other data that constitutes the Plan.
20. Rates new and changed jobs.
21. Upholds the integrity of the Plan through the adjudication of disputes regarding the assignment of factor ratings to the job assignment. In this regard, management members of the panel do not represent nor advocate for Employers and the Union members do not represent nor advocate for the employee.
22. Questions information presented to determine if it meets the requirements in the notes to raters and the intent of the degree definition within the factor.
23. Ensures, where necessary, that information presented is verified as legitimate duties and responsibilities of the job assignment. The JJEMC has the authority to obtain information through questioning and written documentation, to substantiate any statements.
24. Only the JJEMC shall be authorized to sign off the classification level of any job within the plan.
25. Employees and Supervisors have the right to have initial rating decisions reconsidered, upon reconsideration, all decisions made by the JJEMC will be final and binding.
26. Annually reviews and reports to the parties on the use of market driven adjustments as per Government of Saskatchewan Policy Framework.

### III. JOINT JOB. EVALUATION COMMITTEE ASSISTANT

27. The Assistant will work with Employer Human Resource Departments and Local Unions to determine if existing job descriptions and job ratings can be applied to New Job or Changed Job (Reclassification) requests.
28. The Assistant will assist the Employer Human Resource Departments and Local Unions to determine interim wage rates in order to post new jobs.
29. The Assistant will forward all information regarding specific requests under articles 27 and 28 of this agreement, to the JJEMC for review.
30. The Assistant will also conduct research, assist with problem solving, provide administrative support (book, meetings, record, keep and update. databases, administration, documentation, etc.), ensure all parties are made aware of the JJEMC yearly program and perform other duties determined by the JJEMC Committee.

### IV. JOB RATINGS

In the application of the Manual, the following general rules shall apply:

31. It is the content of the job, and not the performance of the Employee(s) that is being rated.
32. Jobs are rated without regard to existing wage rates.
33. Jobs are not rated and ranked by comparing the specific requirements of the job to the sub-factor definition, guidelines and explanations and notes to raters.
34. Each job will be rated relative to and consistent with all other jobs rated under the Manual.
35. The factors and sub-factors must have an impact on all jobs being rated.
36. A factor rating cannot be adjusted if the duties or responsibilities have been credited in another factor, as this would represent bias due to double crediting.

37. Errors in rating shall be corrected and are not precedent setting.
38. Rating decisions shall include a "sore thumbing" process to ensure consistency in Committee decisions.

## V. INITIATING THE REVIEW OF A NEW JOB

39. When the Employer creates a new job, the supervisor will complete a Job Review Request Form and a Job Fact Sheet based upon the qualifications and/or the duties proposed for the job. The foregoing will be submitted to the appropriate Human Resources Department.
40. Within five (5) working days, the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.
41. Within fourteen (14) working days, the Human Resources Department and Local Union will arrange to meet with the JJEMC Assistant to determine if an existing job description and profile are appropriate. All material will be forwarded to the JJEMC for review.

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

42. If the Human Resources Department and the Local Union, with the assistance of the JJEMC Assistant agree that an existing job description and job rating are appropriate, the job will be posted and an appointment made;
  - 42.1 After six (6) months the Human Resources Department will provide the job description and profile to incumbent and supervisor for signoff.
  - 42.2 If, after six (6) months but not later than twelve (12) months, either the supervisor or incumbent do not sign off, the incumbent will complete a Job Fact Sheet, the supervisor will comment and the Job at Sheet will be forwarded to the JJEMC for review.

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

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

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

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

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

## VI. INITIATING THE REVIEW OF A CHANGED JOB (RECLASSIFICATION)

44. Either an employee or supervisor may complete a Job Review Request Form, a Job Fact Sheet and changes to the job description if they believe qualifications and/or the duties of a job has changed. The foregoing will be submitted to the appropriate Human Resources Department.
45. Within five (5) working days the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.
46. Within fourteen (14) working days, the Human Resources Department and the Local Union will arrange to meet with the Assistant, to determine if the job has changed sufficiently to warrant a review. The three (3) groups will determine if there is an existing job description and job rating that are appropriate. The material will be forwarded to the JJEMC for review.

47. If the Human Resources Department, the Local Union and the Assistant agree that an existing job description and job rating are appropriate, the job will be reclassified immediately and the employee and the supervisor notified. The material will be forwarded to the JJEMC for review.
48. If the Human Resources Department and the Local Union with the assistance of the JJEMC Assistant cannot agree that an existing job description and job rating are appropriate, the material will be forwarded to the JJEMC for review.
49. If the first review is done by the JJEMC and the incumbent and/or supervisor do not sign off either or both may submit more information to the JJEMC for review.
  - 49.1 Any adjustment in pay rates will be effective the date the Review Request Form was received by the Human Resources Department.
  - 49.2 Also, see attached flow chart titled "Maintenance Procedure Reclassification".

## VII. DISPUTE RESOLUTION

50. Failing consensus following the mediation stage, the JJEMC shall refer unresolved disputes to a Dispute Resolution Tribunal.
51. The Dispute Resolution Tribunal is comprised of one (1) Union-appointed representative and Chair mutually chosen by the parties from an agreed to list.
52. The Dispute Resolution Tribunal shall be limited to the matter in dispute as referred to by the JJEMC.
53. The decision of the Dispute Resolution Tribunal shall be final and binding upon the parties.
54. The parties-further agree that this Dispute Resolution protocol must be timely cost effective.



VIII. INFORMATION TO THE PARTIES

55. The JJEMC will provide the parties with a quarterly report containing the following information:

- A summary of all reconsideration requests received this quarter.
- A summary of all reconsideration requests carried forward to previous quarter.
- A summary of all decisions.
- Changes to the Provincial Job Fact Sheets and Job Descriptions.

Signed this 3rd day of October, 2003.

CUPE	<u>Stephen Foley</u>	<u>Judith Griffiths</u>
SEIU	<u>Richard Dell</u>	<u>Maceen Tugal</u>
SGEU	<u>Andrew Yorkman</u>	<u>Paul Barclay</u>
SAHO	<u>Robert</u>	<u>Alma Wall</u>

**Memorandum of Agreement**  
**Between**  
**CUPE, SEIU, SGEU**  
**And**  
**SAHO**

**1. Implementation**

	Total Pay Equity Adjustment as a % of Straight-Time Payroll	Eligible Employees	Employees Furthest from the Line
April 1, 2001	0%	0%	0%
April 1, 2002	0%	0%	0%
April 1, 2003	3%	1%	Remainder
April 1, 2004	3%	1%	Remainder
April 1, 2005	3%	1 %	Remainder
April 1, 2006	3%	1%	Remainder
April 1, 2007	Remainder		

**2. Wage Schedules**

As per Attachment A.

**3. Red Circled Salaries**

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

**4. Market Supplement Letter of Understanding**

As per Attachments.

## **5. Retroactivity**

Employees who are eligible for retroactive pay for the period of April 1, 2001 to March 31, 2003 and on staff as of date of signing shall receive a one time payment in lieu of the retroactive pay.

Employees who are eligible for retroactive pay and who have retired during the period April 1, 2001 to March 31, 2003 :shall receive a one time payment in lieu of the retroactive pay.

Payment shall be based on the following:

- Payment of \$1000 per full time employee based on regular hours worked during the period April 1, 2002 to March 31, 2003 inclusive of paid leaves of absence.
- Payment shall be prorated for other than full time employees based on regular hours worked during the period April 1, 2002 to March 31, 2003 inclusive of paid leaves of absence.

This amount will be subject to federal and provincial statutory deductions only.

In accordance with the Implementation Schedule, eligible Employees, who are on staff as of date of signing of this Memorandum of Agreement, including Retirees, shall receive retroactive pay based on hours worked at regular time for the period April 1, 2003 to the implementation of the new 2003 JJE wage rate.

## **6. Previous Evaluation Plans(s)**

The Joint Job Evaluation plan replaces all previous classification plans, (i.e. CWS).

## **7. Steps**

Each new pay-band will have three steps. Movement from current step to the new step structure is in accordance with the following table:

Current 7 Step Grid		Current 6 Step Grid		Current 5 Step Grid		Current 4 Step Grid		Current 3 Step Grid	
From	To	From	To	From	To	From	To	From	To
7	3								
6	3	6	3						
5	3	5	3	5	3				
4	3	4	3	4	3	4	3		
3	3	3	3	3	3	3	3	3	3
2	2	2	2	2	Z	2	2	2	2
1	1	I	1	1	1	1	1	1	1

- In no case would an employee receive a rate of pay lower than their current rate of pay as of date of signing.
- Anniversary dates of all employees remain unchanged.
- Employees shall be placed in a step that would provide a rate of pay equal to or greater than their present rate of pay.

## **8. Implementation Adjustments**

### **8.1 Blended jobs**

Employees working in an existing blended position (i.e. LPN/EMR) shall be assigned two (2) rates of pay (if applicable). In no case shall employees working in an existing blended position (i.e. EM/EMT) experience a reduction in pay when working in that part of the position which has a lower preponderance of hours worked.

### **8.2 Non-Qualified Incumbents**

Effective date of signing, all employees shall be grandfathered with qualifications equivalent to that of the classification in which they have been placed.

#### **Licensed, Incumbents**

Individuals who do not meet the qualifications for a classification into which they have been placed shall be grandfathered into that classification; however, if they wish to move to another permanent position within that classification

they will be required to meet the qualifications of that classification.

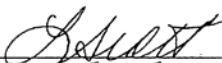

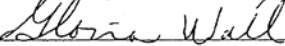
## 9. Ratification

The parties acknowledge that implementation of the terms contained herein are subject to ratification by all parties to this agreement.

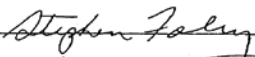



This Agreement, including the maintenance of the Joint job evaluation plan and any future Collective Agreements, shall comply with the terms of the Government of Saskatchewan Policy Framework on Equal Pay for Work of Equal Value and Pay Equity.

ALL OF WHICH IS AGREED this 3rd day of October, 2003.

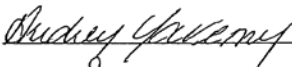
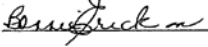
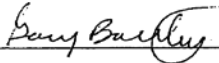
For SAHO:

  
  
  
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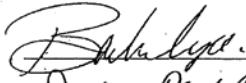
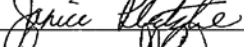


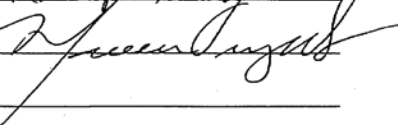
For CUPE:

  
  
  
  
\_\_\_\_\_  
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For SGEU

  
  
\_\_\_\_\_  
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For SEIU

## **AGREEMENT**

### **PROVIDER GROUP JOINT JOB EVALUATION (CUPE, SEIU, SGEU AND SAHO)**

**APRIL 5TH, 2004**

**THE FOLLOWING DOCUMENT WORKS IN CONCERT WITH THE  
OCTOBER 3<sup>RD</sup>, 2003 MEMBORANDUM OF AGREEMENT.**

**ITEMS AGREED TO, AND DISPUTED, AS OF APRIL 5<sup>TH</sup>, 2004**

#### **1. Implementation**

May 30<sup>TH</sup>, 2004 will be the implementation date for the JE hourly rates, job descriptions, and postings. The Employer's may implement on an earlier date, however in no case shall implementation occur later than May 30<sup>th</sup>.

Retroactive pay for the period April 1<sup>st</sup>, 2003 to May 29<sup>th</sup>, 2004 inclusive will be paid out twelve (12) weeks after the implementation date. The retroactive pay will be subject to all normal deductions.

Posting of vacant positions shall occur on a "line by line" basis within the facility/department and will be implemented May 30<sup>th</sup> 2004 (Attachment A - Wage Schedule). Employees currently working in the same classification at a different implementation rate shall not be precluded from bidding on' a-vacancy within the same classification.

In the case that: the position shall previously being paid at an hourly rate higher than the 2007 pay equity rate, the position will be posted at the 2007 pay-equity rate.

Positions having only one step in the pay grid shall move to the three step grid and employees within the position shall move to an appropriate step in accordance with the terms of the Collective Agreement.

#### **2. Red Circled Positions**

Current wage schedules for red-circled incumbents will need to be maintained and adjusted to include negotiated economic adjustments, until such time as they have all resigned, retired or transferred/demoted/promoted.

### **3. Market Supplement Rates**

The base rate (not the market supplement rate) should be used to determine eligibility for the lump sum payment and retroactivity.

Employers will be supplying the necessary information to SAHO so that the appropriate corrections can be made. Employers will discuss their findings with the Provider Union prior to the corrections being made.

### **4. Lump Sum Payment**

#### **a. Agreed to as of April 5<sup>th</sup>, 2004**

Employees moving between Employers within the geographic RHA and who were on staff as of October 3<sup>rd</sup>, 2003, are entitled to the applicable amount of the lump sum payment. Payment will be made by the Employer where the hours were worked.

Employees, including Retirees, who were considered full-time are entitled to the applicable amount of lump sum payments. The Parties recognize that some employees who worked full time may have worked less than the 1948.8 - 24 hour calculation initially used by SAHO to determine eligibility. Employees are to contact their Payroll Departments to initiate the corrective action.

Retirees whose retirement date was between April 1<sup>st</sup>, 2002 and October 2<sup>nd</sup>, 2003 are entitled to the applicable amount of the lump sum payments

Employees on staff as of October 3<sup>rd</sup>, 2003 and moved from one Regional Health Authority to another Regional Health Authority within the same union, or to a different Provider Union, with no break in service greater than 120 days are entitled to the applicable amount of the lump sum payment. Payment will be made by the Employer where the hours were worked. Employees entitled to payment from other Regional Health Authorities will identify their request to that Regional Health Authority.

Employees are entitled to the applicable amount of the lump sum payment for any temporary, relief or casual hours worked in an eligible classifications, April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 2003. Employees and Employers will identify the hours worked in the eligible classifications.

Employees who moved to SUN/HSAS or OOS positions prior to October 3", 2003 will not be eligible to receive the lump sum payment.

**b. Disputed as of April 5<sup>th</sup>, 2004**

Eligibility of Employees on all paid leaves: - The Union position is that "Paid hours" should include hours worked, and all paid leaves (including but not limited to union leave) unpaid leaves of absence for up to 30 'days, sick leave, vacation (paid or unpaid), parental/Maternity leave(s), DIP, WCB, SGI, LTD and STD.

The Union position is that employees, including retirees, on staff October 3<sup>rd</sup>, 2003 become eligible for the lump sum payment by virtue of having worked in an eligible classification or having any of the paid hours above between and/or during the period April 1<sup>st</sup>, 2001 and March 31", 2003.

The amount of retroactivity is based on the hours worked (including paid hours) during April 1<sup>st</sup>, 2002 and March 31<sup>st</sup>, 2003. If full-time hours were worked \$1, 0000.00 is paid. If OTFT during April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 2003 a prorated share of the \$1,000.00 is paid based upon the definition of paid hours.

**5. Equivalencies.**

**a. Agreed to as of April 5<sup>th</sup>, 2004**

On an interim basis (see No. 9 disputed items) and on a without prejudice basis the Unions agree that an employee would be deemed to have the qualifications for the positions they were placed in by JJE, or were working in October 3<sup>rd</sup>, 2003. If the employee applies for a position within the bargaining unit in the same classification, they would be deemed equivalent with respect to qualifications, subject to the terms of the applicable Collective Agreement.

**b. Disputed as of April 5<sup>th</sup>, 2004**

It is the Union's position that non-licensed incumbents are deemed to have qualifications equivalent to those of the classification into which they are being placed on a provincial basis irrespective of bargaining unit, and are deemed to have these qualifications for the purposes of bidding on different classifications having the same qualifications.



For example:

- Employees are to be deemed equivalent even when moving from one Regional Health Authority to another Regional Health Authority and from one Provider Group Union to another.
- Employees are to be deemed qualified when moving from one classification to another classification with the same qualifications (e.g., Laundry to Housekeeping, SCA to Activity Department).

## **6. Hire Rates for Additional New Casual/Relief Positions**

Where new positions are added or additional casual employees are hired in a department/facility having multiple implementation rates of pay for the same job, the rate of pay established shall be the "most common rate as agreed to by the Parties. There may be circumstances where the Parties agree that the most common rate is not appropriate. These circumstances will be resolved between Union and the Employer.

## **7. Pharmacy Techs**

The Pharmacy Techs will be added to the October 3<sup>rd</sup>, 2003 Letter of Understanding re: Technologists.

## **8. Blended Jobs 999, Jobs and Operational Issues**

- a. Blended Positions: Employees working in full time blended positions as per paragraph 8 of the memorandum of agreement shall be paid the HSAS rate for the EMT portion of the job.
- b. 999 Jobs: These jobs and issues will be dealt with on a Region by Region basis between the Employer and the Union.
- c. Operational Bundling Issues: Where agreement is reached between the Employer and the Union regarding bundling issues, their recommendation shall be forwarded to the JE Reconsideration Steering Committee for immediate action.

## **9. Changes to Preliminary Job Evaluation Results as a Result of Reconsideration**

The Parties agree that the results of Reconsideration will be adjusted on a retroactive basis. Any amounts owing to an employee as a result of

reconsideration will be paid retroactively. Conversely, any overpayments paid to an employee as a result of incorrect bundling of evaluation will be recovered by the employer.

## **10. Dispute Resolution**

The Chair of the Dispute Resolution Tribunal shall be Professor Dan Ish. The dates set for the hearing are July 13, 14 and 15, 2004.

Each of the Parties shall name their nominee by mid April, and shall be responsible for the costs of their nominee to the DRT. The Parties shall share equally the costs of the Chair of the DRT.

Each of the Parties shall name their legal counsel by mid-April, and shall be responsible for the costs of their legal counsel

The Parties shall mean SAHO and the UNIONS (CUPE, SEIU, SGEU).

## **DISPUTED ITEMS**

### **4b. Lump Sum Payment**

Eligibility of Employees on all paid leaves. The Union position is that "Paid hours" should include hours worked, and all paid. leaves (including but not limited to union leave) unpaid leaves of absence for up to 30 days, sick leave, vacation (paid. or unpaid), parental/Maternity leave(s), DIP, WCB, SGI, LTD and STD.

The Union position is that employees, including retirees, on staff October 3<sup>rd</sup>, 2003 become eligible for the lump sum payment by virtue of having worked in an eligible classification or having any of the paid hours above between and/or during the period April 1<sup>st</sup>, 2001 and March 31<sup>st</sup>, 2003.

The amount of retroactivity is based on the hours worked (including paid hours) during April 1<sup>st</sup>, 2002 and March 31<sup>st</sup>, 2003. If full-time hours were worked \$1,000.00 is paid. If OTFI' during April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 2003 a prorated share of the \$1,000. 00 is paid based upon the definition of paid hours.

### **5b. Equivalencies**

It is the Union's position that non-licensed incumbents are deemed to have qualifications equivalent to those of the classification into which

they are being placed on a provincial basis irrespective of bargaining unit, and' are deemed to have these qualifications for the purposes of bidding on different classifications having the same qualifications.

For example:

- Employees are to be deemed equivalent even when moving from one Regional Health Authority to another Regional Health Authority and from one Provider Group Union to another.
- Employees are to be deemed qualified-when moving, from one classification to another classification with the 'Same qualifications (e.g., Laundry to Housekeeping, SCA to Activity Department).

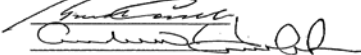
### CUPE Employees working 1872 Hours

Continuation of the negotiated historical agreement between CUPE and SAHO regarding the hourly rate of employees working 1872 hours.




Further disputed items may be added by mutual agreement between the Parties.

Signed this 5<sup>th</sup> day of April, 2004

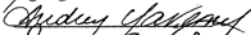

Signing on Behalf of CUPE

  
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Jorgine Griffiths

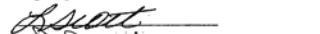
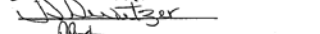

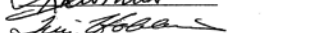



Signing on Behalf of SEIU

  
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Janice Plaghe  
  
\_\_\_\_\_  
Rosemary Kelly  
  
\_\_\_\_\_  
Susan Boyd

Signing of Behalf of SGEU

  
\_\_\_\_\_  
Audrey Chapman  
  
\_\_\_\_\_  
Garry Kenney

Signing on Behalf of SAHO

  
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J. Scott  
  
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J. Switzer  
  
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J. Switzer

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## **Schedule A Wage Rates**

CUPE – SAHO Wage Schedule					April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	
79	2nd Class Chief Engineer		17	38.86	40.25	41.64	
79	2nd Class Chief Engineer (MS - effective Aug 22, 2014)		17	49.95	51.73	53.53	
13	3rd Class Chief Engineer		16	36.16	37.43	38.72	
8	3rd Class Power Engineer		14	30.73	31.82	32.88	
8	3rd Class Power Engineer (MS - effective July 25, 2014)		14	34.58	35.81	37.00	
87	4th Class Power Engineer		13	27.99	29.02	30.00	
95	Adaptive Equipment Assistant		8	20.78	21.49	22.24	
99	Adaptive Seating Specialist		15	33.44	34.60	35.83	
485	Administration Officer		11	22.60	23.38	24.21	
208	Appointment Clerk		8	20.78	21.49	22.24	
46	Archivist		16	36.16	37.43	38.72	
225	Assistant Cook		10	22.02	22.78	23.55	
308	Assisted Daily Living Recreation Worker		12	23.17	23.97	24.84	
516	Audiology Assistant		12	23.17	23.97	24.84	
85	Audiometric Electronics Technician		12	23.17	23.97	24.84	
441	Autism Spectrum Disorder Support Worker		11	22.60	23.38	24.21	
409	Automation System Technologist		17	38.86	40.25	41.64	
328	Baker		12	23.17	23.97	24.84	

CUPE – SAHO Wage Schedule						April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3		
30	Biomedical Engineering Technologist		17	38.86	40.25	41.64		
309	Biomedical Engineering Technologist Supervisor		19	45.07	46.65	48.29		
74	Biomedical Engineering Technologist Working Supervisor		18	41.98	43.48	44.97		
149	Biomedical Media Technician		14	30.73	31.82	32.88		
97	Biomedical Media Technician Working Supervisor		17	38.86	40.25	41.64		
486	Building Systems and Maintenance Supervisor		16	36.16	37.43	38.72		
459	Business Analyst		14	30.73	31.82	32.88		
443	Cardiac Rhythm Device Technologist		17	38.86	40.25	41.64		
224	Cardiology & Electroneurophysiology Technologist		18	41.98	43.48	44.97		
224	Cardiology & Electroneurophysiology Technologist (MS - effective Sept 12, 2011)		18	42.34	43.85	45.36		
72	Cardiology Technologist		15	33.44	34.60	35.83		
154	Cardiology Technologist Working Supervisor		19	45.07	46.65	48.29		
184	Cardiopulmonary Function Technologist		17	38.86	40.25	41.64		
150	Cardiopulmonary Function Technologist Working Supervisor		19	45.07	46.65	48.29		
89	Cardiovascular Technologist		17	38.86	40.25	41.64		
89	Cardiovascular Technologist (MS - effective Feb 25, 2009)		17	40.29	41.72	43.17		
216	Cardiovascular Technologist Supervisor		20	48.43	50.11	51.86		
216	Cardiovascular Technologist Supervisor (MS - effective Feb 25, 2009)		20	50.21	51.94	53.76		

CUPE – SAHO Wage Schedule					April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	
5	Caretaker		6	19.52	20.21	20.88	
5	Caretaker	*	6	22.78	23.55	24.39	
54	Carpenter		15	33.44	34.60	35.83	
238	Carpenter & Locksmith		15	33.44	34.60	35.83	
478	Child Care Worker		9	21.38	22.12	22.89	
507	Child Life Specialist		15	33.44	34.60	35.83	
17	Child Life Worker		12	23.17	23.97	24.84	
15	Client Attendant		3	17.63	18.27	18.90	
342	Client Care Supervisor		17	38.86	40.25	41.64	
251	Client Information Systems Analyst		14	30.73	31.82	32.88	
480	Client Navigator		15	33.44	34.60	35.83	
165	Client Placement Coordinator		13	27.99	29.02	30.00	
210	Client Vocational Program Assistant		12	23.17	23.97	24.84	
135	Clinic Assistant		9	21.38	22.12	22.89	
101	Clinical Genetics Technologist I		17	38.86	40.25	41.64	
101	Clinical Genetics Technologist I (MS - effective Dec 21, 2007)		17	39.77	41.19	43.09	
512	Clinical Genetics Technologist II		19	45.07	46.65	48.29	
321	Clinical Genetics Technologist II & Instructor		20	48.43	50.11	51.86	
513	Clinical Genetics Technologist Supervisor		21	52.01	53.82	55.70	

CUPE – SAHO Wage Schedule					April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	
418	Clinical Information Systems Analyst		14	30.73	31.82	32.88	
528	Clinical Research Assistant (effective Dec 15, 2020)		13	27.99	29.02	30.00	
300	Combined Laboratory & X-Ray Technician		14	30.73	31.82	32.88	
300	Combined Laboratory & X-Ray Technician - MA		14	33.74	34.94	36.11	
404	Combined Laboratory & X-Ray Technician Working Supervisor		16	36.16	37.43	38.72	
404	Combined Laboratory & X-Ray Technician Working Supervisor - MA		16	36.62	37.91	39.22	
325	Community Health Worker - Methadone Program		10	22.02	22.78	23.55	
211	Community Health Worker - Street Program		9	21.38	22.12	22.89	
211	Community Health Worker - Street Program	*	9	22.78	23.55	24.39	
47	Community Outreach & Education Worker		12	23.17	23.97	24.84	
414	Community Program Builder		9	21.38	22.12	22.89	
518	Community Program Support Worker		11	22.60	23.38	24.21	
123	Computer Therapy Coordinator		13	27.99	29.02	30.00	
22	Continuing Care Assistant		12	23.17	23.97	24.84	
103	Controls Technician		15	33.44	34.60	35.83	
24	Cook		12	23.17	23.97	24.84	
24	Cook	*	12	23.49	24.33	25.15	
218	Cytotechnologist I		16	36.16	37.43	38.72	
514	Cytotechnologist I - Histology		16	36.16	37.43	38.72	

CUPE – SAHO Wage Schedule					April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	
220	Cytotechnologist II		18	41.98	43.48	44.97	
215	Cytotechnologist Working Supervisor		19	45.07	46.65	48.29	
318	Data Entry Clerk		8	20.78	21.49	22.24	
331	Dental Aide		7	20.15	20.83	21.55	
18	Dental Assistant		14	30.73	31.82	32.88	
335	Desktop Publisher		10	22.02	22.78	23.55	
334	Detoxification Attendant		13	27.99	29.02	30.00	
323	Diagnostic Cardiac Sonographer		18	41.98	43.48	44.97	
350	Diagnostic Cardiac Sonographer & Cardiology Technologist		19	45.07	46.65	48.29	
351	Diagnostic Cardiac Sonographer & Clinical Coordinator		21	52.01	53.82	55.70	
425	Diagnostic Imaging Information System Technologist		18	41.98	43.48	44.97	
105	Diagnostic Medical Sonographer		19	45.07	46.65	48.29	
352	Diagnostic Medical Sonographer - Dual Credential		19	45.07	46.65	48.29	
158	Diagnostic Medical Sonographer & Coordinator (FAU)		22	55.87	57.82	59.86	
247	Diagnostic Medical Sonographer Working Supervisor		22	55.87	57.82	59.86	
353	Diagnostic Medical Sonographer Working Supervisor - Dual Credential		23	60.00	62.08	64.27	
495	Dispatcher		8	20.78	21.49	22.24	
88	Distribution & Stores Working Supervisor		12	23.17	23.97	24.84	
84	Distribution Worker		5	18.89	19.56	20.24	

CUPE – SAHO Wage Schedule						April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3		
3	Drug Distribution Technician		13	27.99	29.02	30.00		
63	Education Coordinator		13	27.99	29.02	30.00		
332	Educator		14	30.73	31.82	32.88		
1	Electrician		15	33.44	34.60	35.83		
1	Electrician (MS - effective Feb 3, 2012)		15	35.77	37.01	38.33		
304	Electroneurophysiology Technologist - Dual Certification		17	38.86	40.25	41.64		
487	Electroneurophysiology Technologist - Single Certification		16	36.16	37.43	38.72		
305	Electroneurophysiology Technologist & Clinical Instructor - Dual Certification		19	45.07	46.65	48.29		
305	Electroneurophysiology Technologist & Clinical Instructor (MS - effective Sept 12, 2011)		19	46.62	48.26	49.95		
304	Electroneurophysiology Technologist (MS - effective Sept 12, 2011)		17	40.40	41.83	43.27		
487	Electroneurophysiology Technologist (Single Certification) (MS)		16	40.40	41.83	43.27		
260	Electroneurophysiology Technologist Working Supervisor - Dual Certification		19	45.07	46.65	48.29		
472	Electroneurophysiology Technologist Working Supervisor - Triple Certification		22	55.87	57.82	59.86		
260	Electroneurophysiology Technologist Working Supervisor (MS - effective Sept 12, 2011)		19	46.62	48.26	49.95		
107	Electronics Technician		12	23.17	23.97	24.84		

CUPE – SAHO Wage Schedule				April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3
16	Emergency Medical Responder		11	22.60	23.38	24.21
111	Engineering Technologist		14	30.73	31.82	32.88
462	Entrance Attendant		5	18.89	19.56	20.24
245	Environmental & Laundry & Food Services Worker		5	18.89	19.56	20.24
468	Environmental & Laundry Services Supervisor		13	27.99	29.02	30.00
243	Environmental & Laundry Services Worker		5	18.89	19.56	20.24
96	Environmental Services Supervisor		12	23.17	23.97	24.84
92	Environmental Services Worker		5	18.89	19.56	20.24
498	Equipment Operator - Groundskeeper		9	21.38	22.12	22.89
200	Facility Maintenance & Operator		13	27.99	29.02	30.00
36	File Clerk		5	18.89	19.56	20.24
416	Finance & Purchasing Assistant		10	22.02	22.78	23.55
98	Finance Assistant		10	22.02	22.78	23.55
94	Finance Clerk		6	19.52	20.21	20.88
76	Finance Officer		13	27.99	29.02	30.00
496	Financial Systems Business Analyst		16	36.16	37.43	38.72
338	First Nation and Metis Health Coordinator		14	30.73	31.82	32.88
168	Fitting Aide Clerk		11	22.60	23.38	24.21
55	Floor Covering Installer		13	27.99	29.02	30.00



CUPE – SAHO Wage Schedule					April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	
100	Food Services Clerk		6	19.52	20.21	20.88	
100	Food Services Clerk	*	6	20.29	21.01	21.75	
4	Food Services Supervisor		14	30.73	31.82	32.88	
19	Food Services Worker		6	19.52	20.21	20.88	
530	General Laboratory Supervisor (effective January 19, 2021)		20	48.43	50.11	51.86	
426	Geographic Information System Analyst		17	38.86	40.25	41.64	
115	Groundskeeper		7	20.15	20.83	21.55	
460	Groundskeeping Supervisor		13	27.99	29.02	30.00	
10	Head Cook		13	27.99	29.02	30.00	
249	Head Environmental & Laundry Services Worker		11	22.60	23.38	24.21	
27	Head Environmental Services Worker (effective Oct 17, 2019)		11	22.60	23.38	24.21	
420	Head Franchise Services Worker		10	22.02	22.78	23.55	
119	Head Groundskeeper		11	22.60	23.38	24.21	
104	Head Laundry Services Worker (effective Oct 17, 2019)		11	22.60	23.38	24.21	
348	Head Maintenance Worker		15	33.44	34.60	35.83	
53	Head Print Shop Operator		13	27.99	29.02	30.00	
413	Health Information & Patient Registration Working Supervisor		15	33.44	34.60	35.83	
106	Health Information Management Analyst		15	33.44	34.60	35.83	
126	Health Information Management Coordinator		15	33.44	34.60	35.83	

CUPE – SAHO Wage Schedule					April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	
314	Health Information Management Data Quality Coordinator		16	36.16	37.43	38.72	
42	Health Information Management Practitioner		13	27.99	29.02	30.00	
122	Health Information Management Practitioner & Office Assistant		13	27.99	29.02	30.00	
122	Health Information Management Practitioner & Office Assistant (MS - effective Apr 15, 2010)		13	28.58	29.63	30.62	
42	Health Information Management Practitioner (MS - effective Apr 15, 2010)		13	28.58	29.63	30.62	
102	Health Information Management Supervisor		16	36.16	37.43	38.72	
336	Health Information Services Support		11	22.60	23.38	24.21	
529	Health Information Support Analyst (effective January 19, 2021)		14	30.73	31.82	32.88	
110	Health Records Clerk		7	20.15	20.83	21.55	
110	Health Records Clerk	*	7	20.29	21.01	21.75	
246	Health Records Clerk & Medical Transcriptionist		9	21.38	22.12	22.89	
230	Healthy Lifestyle Program Assistant		3	17.63	18.27	18.90	
59	Healthy Workplace Coordinator		11	22.60	23.38	24.21	
33	Hearing Aid Practitioner		12	23.17	23.97	24.84	
315	Histopathology Assistant		12	23.17	23.97	24.84	
125	Histopathology Attendant		10	22.02	22.78	23.55	
517	Histopathology Technician		15	33.44	34.60	35.83	

CUPE – SAHO Wage Schedule					April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	
209	Home Care Scheduler		12	23.17	23.97	24.84	
62	Home Care Services Coordinator		13	27.99	29.02	30.00	
341	Home Care Support Supervisor		14	30.73	31.82	32.88	
118	Hostel Attendant		4	18.27	18.90	19.57	
43	Independent Living Maintenance Worker		8	20.78	21.49	22.24	
519	Indigenous Birth Support Worker (Doula)		8	20.78	21.49	22.24	
187	Industrial Mechanic		15	33.44	34.60	35.83	
206	Informatics Coordinator		15	33.44	34.60	35.83	
12	Information Technology Analyst		15	33.44	34.60	35.83	
12	Information Technology Analyst	*	15	39.74	41.13	42.57	
330	Information Technology Educator		14	30.73	31.82	32.88	
330	Information Technology Educator	*	14	39.74	41.13	42.57	
109	Information Technology Senior Analyst		17	38.86	40.25	41.64	
58	Information Technology Support Working Supervisor		16	36.16	37.43	38.72	
31	Information Technology Team Leader		19	45.07	46.65	48.29	
31	Information Technology Team Leader	*	19	48.23	49.91	51.66	
57	Information Technology Technician		13	27.99	29.02	30.00	
57	Information Technology Technician	*	13	30.71	31.78	32.86	
161	Information Technology Telecommunications Analyst		15	33.44	34.60	35.83	

CUPE – SAHO Wage Schedule					April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	
526	Inquiry Services Representative		10	22.02	22.78	23.55	
221	Inventory Control Clerk		8	20.78	21.49	22.24	
252	Laboratory Information System Technologist		18	41.98	43.48	44.97	
113	Laboratory Process Worker		7	20.15	20.83	21.55	
522	Laboratory Scientist I		15	33.44	34.60	35.83	
523	Laboratory Scientist II		17	38.86	40.25	41.64	
524	Laboratory Scientist Supervisor		19	45.07	46.65	48.29	
259	Laboratory Services Worker		5	18.89	19.56	20.24	
35	Laundry Services Worker		5	18.89	19.56	20.24	
35	Laundry Services Worker	*	5	19.09	19.74	20.41	
35	Laundry Services Worker	*	5	20.15	20.83	21.55	
65	Liaison Worker		5	18.89	19.56	20.24	
219	Librarian		15	33.44	34.60	35.83	
500	Librarian Working Supervisor		16	36.16	37.43	38.72	
527	Library Systems Analyst		13	27.99	29.02	30.00	
130	Library Technician		11	22.60	23.38	24.21	
20	Licensed Practical Nurse		16	36.16	37.43	38.72	
432	Licensed Practical Nurse Supervisor		16	36.16	37.43	38.72	
340	LPN Working Supervisor		17	38.86	40.25	41.64	

CUPE – SAHO Wage Schedule						April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3		
189	Magnetic Resonance Imaging Technologist		18	41.98	43.48	44.97		
198	Magnetic Resonance Imaging Technologist Working Supervisor		20	48.43	50.11	51.86		
108	Mail Porter		2	17.63	18.27	18.90		
147	Maintenance Coordinator		13	27.99	29.02	30.00		
21	Maintenance Services Worker		11	22.60	23.38	24.21		
156	Maintenance Supervisor		17	38.86	40.25	41.64		
250	Materials Management Systems Analyst		14	30.73	31.82	32.88		
479	Medical Assistant - Dermatology		11	22.60	23.38	24.21		
408	Medical Diagnostic Technician		16	36.16	37.43	38.72		
433	Medical Equipment Coordinator		14	30.73	31.82	32.88		
121	Medical Laboratory Assistant - MA (effective Dec 13, 2017)		11	23.37	24.18	25.04		
121	Medical Laboratory Assistant (effective Dec 13, 2017)		11	22.60	23.38	24.21		
501	Medical Laboratory Information Systems Technologist & X-Ray Technician		20	48.43	50.11	51.86		
301	Medical Laboratory Technologist & X-Ray Technician		17	38.86	40.25	41.64		
301	Medical Laboratory Technologist & X-Ray Technician - MA		17	39.32	40.73	42.14		
70	Medical Laboratory Technologist I		16	36.16	37.43	38.72		
70	Medical Laboratory Technologist I - MA		16	36.62	37.91	39.22		
129	Medical Laboratory Technologist II		18	41.98	43.48	44.97		

CUPE – SAHO Wage Schedule					April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	
134	Medical Laboratory Technologist Supervisor		19	45.07	46.65	48.29	
155	Medical Office Assistant		10	22.02	22.78	23.55	
155	Medical Office Assistant	*	10	22.95	23.77	24.58	
25	Medical Radiation Technologist		16	36.16	37.43	38.72	
25	Medical Radiation Technologist - MA		16	36.62	37.91	39.22	
34	Medical Radiation Technologist - Specialty		17	38.86	40.25	41.64	
144	Medical Radiation Technologist Working Supervisor		19	45.07	46.65	48.29	
146	Medical Transcription Coordinator		13	27.99	29.02	30.00	
141	Medical Transcriptionist		10	22.02	22.78	23.55	
447	Medication Reconciliation Pharmacy Technician		14	30.73	31.82	32.88	
502	Midwifery Second Attendant		12	23.17	23.97	24.84	
234	Network Technician & Maintenance Operator		13	27.99	29.02	30.00	
442	Newborn Hearing Screener		11	22.60	23.38	24.21	
474	Nuclear Medicine Technologist - Specialty (PET/CT)		17	38.86	40.25	41.64	
475	Nuclear Medicine Technologist - Specialty (PET/CT) Supervisor		19	45.07	46.65	48.29	
306	Nuclear Medicine Technologist & Instructor		19	45.07	46.65	48.29	
193	Nuclear Medicine Technologist I		16	36.16	37.43	38.72	
193	Nuclear Medicine Technologist I - MA		16	36.62	37.91	39.22	
194	Nuclear Medicine Technologist II		17	38.86	40.25	41.64	

CUPE – SAHO Wage Schedule					April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	
214	Nuclear Medicine Technologist Supervisor		19	45.07	46.65	48.29	
440	Nuclear Radiation Safety Officer		18	41.98	43.48	44.97	
26	Occupational & Physical Therapist Assistant		13	27.99	29.02	30.00	
339	Office Administrative Assistant		10	22.02	22.78	23.55	
339	Office Administrative Assistant	*	10	26.23	27.16	28.10	
339	Office Administrative Assistant	*	10	24.46	25.33	27.27	
339	Office Administrative Assistant	*	10	22.06	22.83	23.65	
14	Office Clerk		7	20.15	20.83	21.55	
9	Office Supervisor		13	27.99	29.02	30.00	
493	Office Coordinator/Medical Specialty		14	30.73	31.82	32.88	
310	Operating Room Attendant		10	22.02	22.78	23.55	
212	Operating Room Scheduler		12	23.17	23.97	24.84	
424	Operating Room Scheduler & Unit Assistant		11	22.60	23.38	24.21	
37	Operating Room Technician/LPN		17	38.86	40.25	41.64	
170	Ophthalmic Assistant		9	21.38	22.12	22.89	
170	Ophthalmic Assistant - MA		9	23.16	23.96	24.79	
167	Ophthalmic Photographer		9	21.38	22.12	22.89	
311	OR Equipment Resource Technician		17	38.86	40.25	41.64	
491	OR Scheduling Coordinator		13	27.99	29.02	30.00	

CUPE – SAHO Wage Schedule				April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3
322	Orderly		14	30.73	31.82	32.88
174	Orthopaedic Shoemaker		17	38.86	40.25	41.64
494	Orthopaedic Specialty/LPN		17	38.86	40.25	41.64
176	Orthopaedic Technologist		16	36.16	37.43	38.72
56	Painter & Decorator		13	27.99	29.02	30.00
56	Painter And Decorator	*	13	28.69	29.70	30.73
56	Painter And Decorator	*	13	28.70	29.73	30.74
515	Parent & Youth Outreach Worker Supervisor		13	27.99	29.02	30.00
430	Parent and Youth Outreach Worker		8	20.78	21.49	22.24
343	Parent Mentoring Program Assistant		10	22.02	22.78	23.55
344	Parent Mentoring Program Coordinator		15	33.44	34.60	35.83
344	Parent Mentoring Program Coordinator (effective Dec, 2021)		12	23.17	23.97	24.84
465	Pathologist Assistant		18	41.98	43.48	44.97
461	Pathologist Assistant Working Supervisor		22	55.87	57.82	59.86
429	Payroll & Benefits Coordinator		15	33.44	34.60	35.83
162	Payroll & Benefits Officer		13	27.99	29.02	30.00
162	Payroll & Benefits Officer	*	13	31.80	32.88	34.03
531	Payroll Assistant (effective September 14, 2021)		10	22.02	22.78	23.55
29	Payroll Clerk		8	20.78	21.49	22.24



CUPE – SAHO Wage Schedule						April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3		
505	Pharmacy Assistant		9	21.38	22.12	22.89		
178	Pharmacy Clerk		7	20.15	20.83	21.55		
503	Pharmacy Technician		15	33.44	34.60	35.83		
450	Phlebotomist		9	21.38	22.12	22.89		
2	Placement Clerk		10	22.02	22.78	23.55		
160	Planning Coordinator (effective Feb 13, 2019)		14	30.73	31.82	32.88		
44	Plumber		16	36.16	37.43	38.72		
405	Plumbing Inspector		16	36.16	37.43	38.72		
437	Plumbing Project Coordinator		17	38.86	40.25	41.64		
195	Polysomnographic Technologist		15	33.44	34.60	35.83		
195	Polysomnographic Technologist - MA		15	37.58	38.89	40.26		
199	Polysomnographic Technologist Working Supervisor		18	41.98	43.48	44.97		
116	Pool Attendant		9	21.38	22.12	22.89		
120	Porter		5	18.89	19.56	20.24		
124	Postal Clerk		4	18.27	18.90	19.57		
52	Print Shop Operator		7	20.15	20.83	21.55		
51	Print Shop Worker		4	18.27	18.90	19.57		
205	Printing Services Coordinator		13	27.99	29.02	30.00		
431	Program Access Coordinator		11	22.60	23.38	24.21		

CUPE – SAHO Wage Schedule					April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	
182	Prosthetics & Orthotics Technician		16	36.16	37.43	38.72	
217	Purchasing Agent		14	30.73	31.82	32.88	
481	Purchasing Agent Coordinator		15	33.44	34.60	35.83	
128	Purchasing Clerk		10	22.02	22.78	23.55	
179	Reception & Office Assistant		10	22.02	22.78	23.55	
23	Recreation Coordinator		13	27.99	29.02	30.00	
307	Recreation Worker		10	22.02	22.78	23.55	
201	Recreation Working Supervisor		14	30.73	31.82	32.88	
137	Refrigeration Mechanic		15	33.44	34.60	35.83	
274	Refrigeration Mechanic with Domestic Gas Ticket		16	36.16	37.43	38.72	
28	Registration Clerk		9	21.38	22.12	22.89	
204	Rehabilitation Aide		9	21.38	22.12	22.89	
203	Rehabilitation Worker		13	27.99	29.02	30.00	
172	Research Assistant		11	22.60	23.38	24.21	
401	Research Officer		16	36.16	37.43	38.72	
143	Respiratory Benefits Program Assistant		11	22.60	23.38	24.21	
428	Respiratory Benefits Program Coordinator		14	30.73	31.82	32.88	
313	Safety Assistant		9	21.38	22.12	22.89	
316	Scheduling Supervisor		14	30.73	31.82	32.88	

CUPE – SAHO Wage Schedule						April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3		
521	Scientific Laboratory Assistant		10	22.02	22.78	23.55		
68	Seamstress		6	19.52	20.21	20.88		
166	Security Officer		11	22.60	23.38	24.21		
166	Security Officer	*	11	22.94	23.76	24.57		
458	Senior Combined Laboratory & X-Ray Technologist		15	33.44	34.60	35.83		
458	Senior Combined Laboratory & X-Ray Technologist - MA		15	34.99	36.20	37.49		
140	Senior Drug Distribution Technician		15	33.44	34.60	35.83		
190	Senior Finance Officer		14	30.73	31.82	32.88		
190	Senior Finance Officer	*	14	33.70	34.86	36.08		
412	Senior Histopathology Attendant		17	38.86	40.25	41.64		
455	Senior Home Care Scheduler		13	27.99	29.02	30.00		
145	Senior Medical Laboratory Assistant		13	27.99	29.02	30.00		
504	Senior Pharmacy Technician		16	36.16	37.43	38.72		
509	Senior Phlebotomist		12	23.17	23.97	24.84		
112	Senior Postal Clerk		10	22.02	22.78	23.55		
169	Senior Security Officer		13	27.99	29.02	30.00		
435	Senior Staff Scheduler		13	27.99	29.02	30.00		
48	Social Services Coordinator		16	36.16	37.43	38.72		
39	Social Services Worker		15	33.44	34.60	35.83		

CUPE – SAHO Wage Schedule					April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	
131	Speech & Language Pathologist Assistant		12	23.17	23.97	24.84	
133	Spiritual Care Coordinator		14	30.73	31.82	32.88	
233	Staff & Operating Room Scheduler		12	23.17	23.97	24.84	
213	Staff Scheduler		12	23.17	23.97	24.84	
317	Staff Scheduler & Supply Clerk		12	23.17	23.97	24.84	
470	Staff Scheduling Coordinator		13	27.99	29.02	30.00	
142	Steamfitter - Pipefitter		16	36.16	37.43	38.72	
439	Sterile Processing Education Coordinator		12	23.17	23.97	24.84	
446	Sterile Processing Facilitator		13	27.99	29.02	30.00	
454	Sterile Processing Instrument Technician		11	22.60	23.38	24.21	
188	Sterile Processing Worker		9	21.38	22.12	22.89	
232	Sterile Processing Worker & Purchasing Clerk		9	21.38	22.12	22.89	
138	Sterile Processing Working Supervisor		13	27.99	29.02	30.00	
456	Stores & Purchasing Working Supervisor		12	23.17	23.97	24.84	
157	Storesperson		8	20.78	21.49	22.24	
256	Storesperson & Purchasing Clerk		10	22.02	22.78	23.55	
256	Storesperson & Purchasing Clerk	*	10	24.72	25.59	26.48	
525	Street Outreach and Intervention Worker		13	27.99	29.02	30.00	
419	Supervisor of Health Information & Administrative Services		16	36.16	37.43	38.72	

CUPE – SAHO Wage Schedule					April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	
196	Support Services & Maintenance Working Supervisor		14	30.73	31.82	32.88	
346	Support Services Worker		4	18.27	18.90	19.57	
177	Switchboard Operator		9	21.38	22.12	22.89	
177	Switchboard Operator	*	9	22.28	23.05	23.87	
231	Teacher Assistant		7	20.15	20.83	21.55	
508	Telecommunications Networking Technician		12	23.17	23.97	24.84	
337	Telehealth Facilitator		7	20.15	20.83	21.55	
489	Telehealth Facilitator/Coordinator		11	22.60	23.38	24.21	
254	Transcription Application Support Coordinator		14	30.73	31.82	32.88	
511	Transcription Quality Assurance Coordinator		12	23.17	23.97	24.84	
449	Transfusion Safety Officer		17	38.86	40.25	41.64	
181	Travel Arrangement Clerk		7	20.15	20.83	21.55	
302	Tuberculosis Control Worker		12	23.17	23.97	24.84	
148	Uniform Clerk		2	17.63	18.27	18.90	
235	Unit Assistant		8	20.78	21.49	22.24	
183	Unit Clerk		8	20.78	21.49	22.24	
492	Unit Support Services Supervisor		12	23.17	23.97	24.84	
153	Unit Support Worker		5	18.89	19.56	20.24	
7	Utility Worker		6	19.52	20.21	20.88	

CUPE – SAHO Wage Schedule					April 1, 2022		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	
75	Vehicle Operator		5	18.89	19.56	20.24	
75	Vehicle Operator	*	5	20.81	21.52	22.28	
345	Volunteer & Health Promotion Coordinator		12	23.17	23.97	24.84	
185	Volunteer Coordinator		13	27.99	29.02	30.00	
320	Wait List Information Clerk		11	22.60	23.38	24.21	
242	Waste & Laundry Porter		5	18.89	19.56	20.24	
242	Waste & Laundry Porter	*	5	20.15	20.83	21.55	
241	Waste Porter		5	18.89	19.56	20.24	
173	Workshop Technician		13	27.99	29.02	30.00	
451	Youth Care Worker		11	22.60	23.38	24.21	

