



COLLECTIVE AGREEMENT

BETWEEN

**SAHO/ PRAIRIE NORTH REGIONAL HEALTH AUTHORITY
(MEADOW LAKE PRIMARY HEALTH CARE CLINIC)**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION WEST
(SEIU-WEST)**

FOR THE PERIOD OF:

April 1, 2018 to March 31, 2022

HOW TO HANDLE A QUESTION OR COMPLAINT

If you have a question or complaint about the application or interpretation of the Collective Agreement as it applies to you, do not delay and

- Review the facts.
- Read the Collective Agreement.
- Check on the existence of any locally negotiated terms which may modify the basic agreement.

If you continue to have a question or complaint, speak to your local Unit Executive or Steward about the problem.

If you do not get a satisfactory answer to your problem, or need help in resolving your problem, you should call the SEIU-West **Member Resource Centre (MRC)**.

A Member Resource Centre Officer will answer your questions and help deal with your issue. They can also refer your concerns to the Union Representative assigned to your workplace, if necessary.

The SEIU-West MRC can be reached toll free by calling:

1-888-999-SEIU (7348)

Or through the 'Contact Us' page on

www.SEIUWEST.ca

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ARTICLE 1 - PURPOSE OF AGREEMENT

The purpose of this Agreement is to promote and maintain harmonious relations between the Employer and the employees, and the Union, to facilitate the peaceful adjustments of all disputes and grievances, to prevent strikes and lockouts, and to establish and maintain satisfactory working conditions, hours of work and wages, for all employees who are subject to provisions of this Agreement.

ARTICLE 2 - SCOPE

2.01 This Agreement shall cover all employees represented by the Union pursuant to an Order of the Labour Relations Board.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

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

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

ARTICLE 4 - TERM OF AGREEMENT

4.01 Term of Agreement

This Agreement shall be in effect from **April 1, 2018** and shall continue in effect until **March 31, 2022** and shall continue automatically thereafter during annual periods of one year each, unless either party notifies the other in writing, not less than sixty (60) days and not more than one hundred twenty (120) days, prior to the expiration date that it desires to

amend this Agreement.

4.02 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall remain in effect until consummation of a new Agreement or completion of the proceedings prescribed under *The Saskatchewan Employment Act*, of the Province of Saskatchewan, as amended, whichever should first occur.

4.03 Strikes and Lockouts

The Union agrees while the Agreement is in force, there will be no strike, slowdown, stoppage of work or any act of any nature which would tend to interfere with work or the Employer's operations. The Employer agrees that while the Agreement is in force there will be no lockout of employees.

ARTICLE 5 - DEFINITIONS

For the purpose of this Agreement the following definitions shall apply:

5.01 Full-Time Employee

A full-time employee is an employee who is regularly scheduled to work the full prescribed hours as stated in Article 17.

5.02 Part-Time Employee

A part-time employee is an employee who is regularly scheduled to work less than the full prescribed hours as stated in Article 18.

5.03 Casual Employee

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

5.04 Temporary Employee

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

5.05 Paid Hours

Paid hours are:

- a) Actual hours worked excluding overtime;

- b) Statutory Holiday hours;
- c) Hours of vacation pay, and
- d) All paid leaves.

ARTICLE 6 - RECOGNITION AND NEGOTIATION

6.01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agency for all employees as may be covered by the most recent Certification Order issued by the Labour Relations Board of the Province of Saskatchewan.

6.02 Negotiation

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

6.03 Union Representation

Any employee requested to meet with the Employer with respect to discipline or employee work performance, shall, prior to such meeting, be informed of the nature of such meeting and if the employee so wishes, such employee will have an **appropriate** Union Representative present at the meeting. **The employee will receive a minimum of four (4) hours notification of such meeting.**

6.04 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work in any jobs which are included in the bargaining unit, except under extraordinary circumstances, nor shall any work of the bargaining unit be done by a volunteer.

6.05 Progressive Discipline

No employee shall be disciplined without just cause and without being apprised of the issue or concern prior to any disciplinary action being taken. The Employer agrees to use a **reasonable and timely** process of Progressive Discipline. **It is agreed that the progression may vary according to the seriousness of the incident.**

- a) A copy of a document placed on an employee's file which might at any time

be the basis for disciplinary action shall be **provided** to the employee, with a copy to the Local Union Office;

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

Documentation referred to in a) shall become void after **two (2) years**, unless there have been subsequent documented disciplinary actions.

Upon an employee's request documents that have become void will be removed from the employee's file.

Suspension pending investigation is not considered discipline. Where an employee is suspended pending investigation and the suspension is without pay the Employer shall render a decision no later than fourteen (14) calendar days from the date of the suspension. Where investigation reveals that the discipline warranted is less than the suspension the employee shall be made whole in every respect.

6.06 Access to Personnel File

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

ARTICLE 7 - NON-DISCRIMINATION

- 7.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family status, disability, place of residence, nor by reason of membership or non-membership or activity in the Union.

7.02 Harassment

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

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

- a) 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

- b) 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
- c) Is distressing, annoying behaviour in the form of repeated, hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee's dignity, psychological or physical integrity; and/or
- d) Constitutes a threat to the health or safety of the worker.
- e) Examples of Harassment may include:
 - i) Verbal abuse or threats;
 - ii) Unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexuality, etc;
 - iii) Displaying of pornographic, racist or other offensive or derogatory pictures, cartoons or printed matter;
 - iv) Practical jokes which cause awkwardness or embarrassment;
 - v) Unwelcome invitations or requests, whether indirect, explicit or intimidating;
 - vi) Leering or other gestures;
 - vii) Unnecessary physical contact such as touching, patting, pinching, punching, physical assault; and/or
 - viii) Bullying.
- f) **A single, serious occurrence of conduct, or a single, serious comment, display, action or gesture, that has a lasting harmful effect on the worker.**

ARTICLE 8 - UNION SECURITY AND UNION DUES

8.01 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.

8.02 Dues Check-Off

The Employer shall deduct and pay within fifteen (15) calendar days following the completion of the last payroll period in the calendar month out of the wages due to the employees to the Treasurer of the Union, the Union dues, initiation fees and assessments of the employees. The Employer shall furnish the names of the employees on whose behalf the deductions have been made, their job classification, employment status and hours worked in each reported period.

8.03 Dues

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

ARTICLE 9 - NEW EMPLOYEE

9.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set in the Article dealing with Union Security and Dues Check-Off.

9.02 During the first (1st) month of employment and within regular working hours new employees and a shop steward shall be provided up to thirty (30) minutes to meet and discuss pertinent Union information. Arrangements for a suitable time and place must be made with the appropriate out-of-scope supervisor. The Employer shall notify the Union of all new employees within thirty (30) days of their selection through the posting process.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES

10.01 Definition

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

The procedure for **resolving** disputes will be as follows:

1) **Step 1 – Permission to Leave Work/Informal Discussions**

Any employee who believes that he/she has a grievance **may request permission from their immediate supervisor or designate to leave work temporarily in order to** discuss the grievance immediately with his/her Union Shop Steward. **Such discussion shall take place during working hours. A suitable time and place for such discussion must be arranged with the immediate out-of-scope supervisor prior to the discussion.** The matter shall then be taken up verbally **with the appropriate out-of-scope manager** by the shop steward and, **at the employee's discretion**, the aggrieved employee, **within fourteen (14) days of discovery of the cause for complaint. The date and time of the meeting shall be recorded. The parties shall attempt a resolution. The Employer shall provide a response within fourteen (14) days of the meeting.**

2) **Second (2nd) Step – Grievance to Employer**

If a satisfactory settlement cannot be reached as a result of these informal discussions, employees through the Union, or the Union itself, may, **within fourteen (14) days of receipt of the Employer's response at the first (1st) Step**, refer in writing any such grievance to the Employer. Upon receipt of the grievance the Union and Employer agree to meet and discuss the matter. The Employer shall, within **fourteen (14) days** after this meeting, has been held give **the Employer's** decision, in writing, to the Union.

Referral to Arbitration

If the decision **of the Employer** is not satisfactory to the Union the **SEIU-West Union Representative may**, within **fourteen (14) days of receipt of the decision, advise the Employer of the Union's intention to refer the matter to arbitration.**

Calculation of time limits set forth in this Article shall exclude Saturdays, Sundays, and public holidays as defined in this Agreement. The time limits in any stage of the grievance procedure may be extended by mutual agreement. The parties agree that in the event of default of adhering to the time limits by either party the other party may proceed to the next step in the foregoing procedure. It is acknowledged by the parties that the time limits set forth in this Article are for the sake of procedural orderliness and in recognition of the desirability of settling grievances as quickly as possible.

10.02 Special Measures

Nothing in this Article shall preclude the parties from modifying the grievance procedure as required and by mutual consent.

Either party may **initiate** a meeting for the purpose of resolving the grievance prior to or during the grievance or Arbitration procedures.

10.03 Arbitration

Where the parties agree, a sole Arbitrator may be appointed instead of an Arbitration Board. If a sole Arbitrator is not agreed upon by the parties within thirty (30) calendar days of notification of one party to the other that the grievance is being referred to Arbitration, or if either party indicates the desire for an Arbitration Board when the grievance is referred to Arbitration, the dispute shall be referred to an Arbitration Board as set out below. The thirty (30) calendar day period referred to above may be extended by mutual agreement between the Employer and the Union. An Arbitration Board shall consist of three (3) members appointed in the following manner:

- a) The request for Arbitration referred to in Article 10.01 shall contain the name of the person appointed to the Board by the applicant.
- b) Within ten (10) calendar days of receiving the request, the respondent shall furnish the name of its appointee to the applicant.
- c) The two (2) appointees, within fourteen (14) calendar days of the appointment of the second of them, shall appoint a third who shall be Chairperson of the Board.
- d) If the members are unable to agree upon a Chairperson, the **Minister of Labour Relations and Workplace Safety** shall be asked to appoint a Chairperson.

10.04 Board Procedure, Authority and Decision

- a) **The Arbitration Board shall hear evidence adduced relating to the matter in dispute and argument thereon by the parties or by counsel on behalf of either or both of them and shall make a decision on the matter or matters in dispute and the decision is binding upon the parties and upon any person on whose behalf the agreement was made.**
- b) An Arbitration Board established under this Article shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions.
- c) The decision of the majority of the Board 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. The decision shall be final, binding and enforceable on all parties.

- d) Each party shall bear the expense of their respective appointees to the Arbitration Board and one-half the expenses of the Chairperson. If a sole Arbitrator is selected, each party shall pay one-half the fees of the sole Arbitrator.

ARTICLE 11 - NO INDIVIDUAL AGREEMENTS

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

ARTICLE 12 - PROBATION PERIOD

12.01 Newly hired employees shall be on **probation** for a period of seven hundred and twenty (720) hours worked or six (6) months, whichever comes first. By mutual agreement between the Employer and Union, the **probation** period may be extended by three hundred and sixty (360) hours worked or four (4) months, whichever comes first. **The circumstances warranting the extension, the improvements expected by the Employer and the duration of the probationary extension must be communicated to the employee.**

At the beginning of the probation period the Employer shall meet with the employee to advise them of the duties required and the expected standard of work. At or near the midpoint of the probation period the Employer shall meet with the employee to advise them of their progress and any deficiencies. Such information shall be provided in writing and sufficient time to correct any deficiencies shall be provided.

During the **probation** period employees shall be entitled to all rights and benefits of this Agreement except with respect to discharge. The Employer may discharge an employee who has not completed the **probation** period on the grounds of unsuitability. The Union shall be notified of all such dismissals. After completion of the **probation** period seniority shall be effective from the last date of employment.

ARTICLE 13 - TRIAL PERIOD

13.01 Employees who are reclassified, transferred, promoted, or demoted shall be considered on trial in their new position for the first three hundred and twenty (320) hours worked following the date the employee commences work in the new position. At the commencement of the trial period, the Employer shall orientate the employee to the new position. During the trial period the

employee will be advised of any deficiencies and improvements expected by the Employer and sufficient time to make corrections shall be provided.

13.02 During this trial period, the employee may be returned to their former original position, if not considered capable, or may request to be returned to their originally held position, at the former rate of pay. By mutual agreement between the Employer and the Union, an extension of up to an additional one hundred and sixty (160) hours 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.

ARTICLE 14 - SENIORITY

14.01 Seniority shall be defined as the length of service from the most recent date of hire for each current and future employee.

14.02 An employee shall only lose seniority in the event that the employee:

- a) Is discharged for just cause and is not reinstated;
- b) Voluntarily terminate from the employ of the Employer;
- c) Failure to return to work immediately following the termination of leave of absence or within ten (10) days from notification by the Employer to return to work following a lay-off.
- d) Is a casual employee who has not accepted offers of work for a period of ninety (90) days.**

14.03 Seniority lists shall be posted once per year (April 1st of each year) with a copy forwarded to the Union.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 a) Job Posting

- i) When a vacancy occurs or a new position is created, inside the bargaining unit, the Employer shall post the vacancy on the bulletin board for seven (7) calendar days. Copies of all such posting(s) shall be forwarded to the Unit Chairperson and **the SEIU-West Saskatoon office**. When the appointment has been made the Union shall be **similarly** notified of the appointee's name and the job classification.
- ii) Where the Employer identifies a difficulty in recruiting, a simultaneous

posting in and out of service will be initiated.

- iii) An employee who will be absent from the workplace may make written application for any anticipated postings. Such request shall remain in effect for thirty (30) calendar days.
- iv) Job postings shall include title, rate of pay, status, closing date, number of hours and shifts for part-time employees, qualifications required and the job description. Normal hours of work shall also be identified but it is recognized these may be subject to change.

b) Role of Seniority on Promotions and Transfers

Vacancies or new positions shall be filled on the basis of seniority provided that the applicant possesses the necessary qualifications required to fill the position. Both parties recognize that job opportunity should increase in proportion to length of service.

- i) Where an applicant(s) of the bargaining unit possesses the required qualifications as described in the job posting, the most senior employee applicant shall be appointed to the position.
- ii) Where no employee applicant possesses the required qualifications the Employer may select from external applicants who possess the required qualifications as described in the job posting.
- iii) Should the Employer be unsuccessful in obtaining applicants with the required qualifications and the Employer intends to change the qualifications from those stated in the posting, the Employer shall repost the position describing the new required qualifications and fill the position in accordance with this Article.
- iv) **Transfers of work assignment that do not require posting shall be on the basis of seniority and ability to do the job. Article 13.02, Trial Period, shall apply.**

c) Commencement of Job

An employee selected from the posting procedure shall commence the job within four (4) weeks after the closing date of the posting **or as mutually agreed between the parties.**

15.02 Promotion

- a) The salary of an employee promoted to a higher classification shall be advanced to that step in the scale which is next higher than the current salary rate or to the

step which is next higher again, if the salary increase which would result from the advance of a single step is less than the employee's next annual increment. If the employee is at the maximum of the current salary range the employee will be advanced to a step in the new salary range which would result in a salary increase equivalent to the last annual increment of the current classification. However, such increase will not provide a salary rate which will exceed the maximum of the new salary range.

b) Reclassification

An employee reclassified to a higher classification shall be advanced to that step in the scale which is commensurate with the seniority hours in the job classification. There shall be no change in the employee's anniversary date or increment date.

15.03 a) Relief Assignment

An employee assigned to relieve in an out-of-scope classification shall receive a rate adjustment based on an additional one dollar (\$1.00) per hour, or such higher amount as may be determined by the Employer.

b) Relief Assignment on the Basis of Seniority

Employees shall be assigned to relief assignment on the basis of seniority provided they have the minimum qualifications to perform the work.

15.04 New Classifications and Reclassifications

a) New Classifications

If, during the term of this Agreement, the Employer establishes a new classification, the parties will bargain collectively for its scope and, if in-scope, for its rate of pay. Should agreement not be reached as to the rate of pay the matter may be referred to Arbitration. In the latter event, the Employer may proceed to fill the vacancy and the arbitration award shall be applied retroactively.

b) Reclassifications

Significant changes to the content or qualifications of any existing classification or position shall be subject to negotiation for the appropriate title and rate of pay. **In the event the parties are unable to reach agreement, either party may refer the matter to a mutually agreed dispute resolution process.**

15.05 Temporary Vacancies

Temporary vacancies of two (2) months or longer shall be filled in accordance with Article

16.01 (Filling of Vacancies). Temporary vacancies of less than two (2) months shall be filled in accordance with Article 16.04 (Additional work for Part-time and Casual Employees)

ARTICLE 16 - LAY-OFFS

16.01 Definition of Lay-off

A reduction in staff or a reduction in the number of hours shall be considered a lay-off.

16.02 Senior Employees Retained

When reducing staff or hours of work, senior employees shall be retained provided they are qualified and able to do the work.

16.03 Seniority

A laid off or displaced employee shall have the right to exercise seniority in any position for which the employee has the necessary qualifications to displace an employee with less seniority.

Discussions between the Union and Management will take place prior to the implementation of this Clause with the view to placing the employee affected in a classification for which they are qualified, in order that such placement will cause minimum disruption.

16.04 Reduction of Hours

Where an employee's hours are reduced the employee may exercise seniority rights to displace a more junior employee on a job for which they have the qualifications and ability.

16.05 Notification of Lay-off

- a) An employee shall receive written notice of lay-off as follows:
- i) One (1) week's written notice, if his/her period of employment is less than one (1) year;
 - ii) Two (2) week's written notice, if his/her period of employment is one (1) year or more but less than three (3) years;
 - iii) Four (4) week's written notice, if his/her period of employment is three (3) years or more but less than five (5) years;

- iv) Six (6) week's written notice, if his/her period of employment is five (5) years or more but less than ten (10) years;
- v) Eight (8) week's written notice, if his/her period of employment is ten (10) years or more.

The period of notice commences the date the employee receives written notice of lay-off.

- b) If the employee laid off has not had the opportunity to work the above notice period the employee shall be paid in lieu of work for that period of the notice period for which work was not made available. However, in this notice period, if regular duties are unavailable the Employer may assign duties other than those normally connected with the classification in question. Employees being recalled from lay-off shall be notified by registered mail to the last known address of the employee concerned. It shall be the responsibility of the laid off employee to keep the Employer advised of their current address.

ARTICLE 17 - HOURS OF WORK

17.01 Full-Time Hours

- a) **Full-time** hours of work shall be forty (40) hours per week or eight (8) hours in any one (1) day.

- b) **Part-Time Hours**

Regularly scheduled hours that are less than the above shall be termed part-time hours.

17.02 Additional Work for Part-Time and Casual Employees

The Employer and the Union agree that the opportunity to work additional hours for part-time employees and casual employees should increase with the length of seniority. When part-time employees agree to work additional days that are outside their regularly assigned schedule, it shall not be construed as a change of days or as eligibility for overtime payments unless that employee works more than eight (8) hours a day or forty (40) hours in a week.

- a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available, based on seniority, provided they are able to perform the required duties.
- b) Casual employees will be offered work on a seniority basis if eligible part-time employees are not available to perform the work.

17.03 Work on Scheduled Days Off and/or Called back from Vacation

Full-time employees who are required to work on their scheduled day(s) off or called back from paid vacation shall be paid at the rate of two times (2x) the regular rate of pay for all hours so worked. Vacation day(s) so displaced shall be rescheduled for use at a later date.

This provision shall only apply to part-time and casual employees once employees have been scheduled for full-time hours.

17.04 Employees shall not work overtime unless authorized by the Employer.

17.05 All hours worked in excess of forty (40) hours per week or eight (8) hours in any one (1) day shall be considered overtime.

17.06 All hours worked in excess of those stated in Article 17 shall be paid at the rate of one and one-half (1½) times the employee's normal rate of pay.

ARTICLE 18 - REST PERIODS

18.01 Rest Break

Employees shall receive two (2) separate fifteen (15) minute rest periods each day as near as possible to the mid-point of each half (½) shift.

18.02 Meal Break

One (1) hour as near as possible to midway of employee's shift unless otherwise mutually agreed to by employees and Employer.

ARTICLE 19 - STATUTORY HOLIDAYS

19.01 For the purpose of this Agreement the following shall be considered Statutory Holidays and paid in accordance with *The Saskatchewan Employment Act*.

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

all other federally, provincially or civically proclaimed holidays. When any holiday as set out in Article 22 above occurs during any employee's vacation an extra day's vacation shall be granted.

19.02 If a Statutory Holiday falls on either a Saturday or Sunday or both the employees will

take Friday or Monday or both off in lieu.

ARTICLE 20 - STATUTORY HOLIDAY PAY FOR PART-TIME EMPLOYEES

20.01 Part-time and casual employees shall receive Statutory Holiday pay based on five per cent (5%) of their paid hours in the four (4) week period preceding the week in which the holiday occurs.

ARTICLE 21 - ANNUAL VACATION

21.01 "Vacation" means annual vacation with pay. "Vacation Year" means the twelve (12) month period commencing the first (1st) day of January and ending the thirty-first (31st) day of December in each calendar year. Vacation credits shall be earned during the current vacation year to be taken the following vacation year. All employees shall earn vacation credits and be granted paid vacation as follows:

All Employees employed by the Employer up to and on the date of signing of this collective agreement shall be grandfathered and continue to earn vacation credits on the following basis (Accrual Rate A).

Accrual Rate A:

- a) Up to five (5) years service, three (3) weeks (1 ¼) days per completed month of service per year;
- b) Following completion of five (5) years of service, four (4) weeks (1 2/3) days per completed month of service per year;
- c) Following completion of ten (10) years of service, five (5) weeks (2 1/12) days per completed month of service per year.
- d) Following completion of fifteen (15) years of service, six (6) weeks (2 ½) days per completed month of service per year. Vacation pay calculated on current earnings will be paid to each employee on the pay date immediately preceding **his/her** vacation, subject to their request.

All Employees hired subsequent to the date of signing of this collective agreement shall accrue vacation credits on the following basis (Accrual Rate B).

Accrual Rate B:

- a) Vacation credits shall be earned on the following basis:
 - i) During the first (1st) and subsequent years, including the third (3rd) year of continuous employment, at the rate of one and one-quarter (1 ¼) days per

month worked (to a maximum of fifteen (15) days or one hundred and twenty (120) hours per year);

- ii) During the fourth (4th) and subsequent years, including the fourteenth (14th) year of continuous employment, at the rate of one and two-thirds (1 2/3) days per month worked (to a maximum of twenty (20) days or one hundred and sixty (160) hours per year);
- iii) During the fifteenth (15th) and subsequent years, including the twenty-fourth (24th) year of continuous employment, at the rate of two and one-twelfth (2 1/12) days per month worked (to a maximum of twenty-five (25) days or two hundred (200) hours per year);
- iv) During the twenty-fifth (25th) and subsequent years of continuous employment, at the rate of two and one-half (2 1/2) days per month worked (to a maximum of thirty (30) days or two hundred and forty (240) hours per year).

An Employee accruing vacation at Accrual Step A, that leaves the employ of the Meadow Lake Clinic and is subsequently rehired, shall lose his/her grandfathered vacation status and will accrue vacation at Accrual Rate B.

21.02 Advanced Vacation

An employee may be granted vacation days for vacation credits earned in the current vacation year. However, the vacation time shall not exceed **his/her** vacation credits.

21.03 Deferral of Vacation

Employees shall take vacation in the year in which they are entitled, subject to the condition, that the employee may make application to the Employer no later than the 1st of October, to defer one (1) week of vacation to the following year. Employees shall indicate the date(s) upon which the vacation is to be taken. Seniority rights for deferral of accumulated vacation credits may be lost where such would interfere with the normal operations or the rights of others.

21.04 Employee requests for annual vacation must be submitted in writing to his/her supervisor by March 1st of each year. Vacation schedules shall be posted by the Employer no later than the 31st of March for the vacation year beginning the 1st of April. In the event of conflicts seniority shall prevail. Once posted these dates cannot be changed without the mutual consent of the Employer and the employee.

Employees who do not request annual vacation before the 1st of March shall forfeit their right to use seniority. After that date vacation requests shall be governed on a first come first served basis.

All requests for vacation made subsequent to the 1st of March must be submitted in writing in advance. The Employer shall grant such request where possible subject to operational requirements.

21.05 Approved Absence during Vacation

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

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

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

ARTICLE 22 - LEAVES OF ABSENCE

22.01 General Leave of Absence

An unpaid leave of absence shall be granted upon request provided the employee gives **seven (7) days** notice to arrange for replacement staff.

Requests for leave of absence with less than seven (7) days notice shall be given reasonable consideration.

Requests shall be made in writing with two (2) copies to the Manager or designated Manager and one (1) copy to the Union. The Employer will notify the employee as soon as possible of the disposition of the request.

An employee granted leave under Article 25.01 shall not earn sick leave credits, vacation credits and Statutory Holiday pay for the entire period granted but shall earn seniority for leaves of less than thirty (30) calendar days at one (1) time.

Unpaid leaves of absence of more than one (1) month may be granted at the discretion

of Management. However, such leaves shall not be unreasonably denied.

22.02 Pressing Necessity

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

The employee may elect to use vacation which has not yet been scheduled for the purpose of such leave.

22.03 Bereavement Leave

The purpose of bereavement leave is to provide a period of absence from the workplace from the date of death up to and including the day following the funeral.

- a) In the event of the death of a spouse, parent, child, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, fiancé, common law spouse, the employee shall receive time off from work without loss of pay and benefits to a maximum of five (5) days based on their scheduled shifts.
- b) In the event of the death of a brother-in-law, sister-in-law, former guardian, son-in-law, daughter-in-law, grandparent-in-law, aunt, uncle, niece or nephew or any other relative for whom the employee is required to administer bereavement responsibilities, the employee is entitled to time off from work without loss of pay and benefits to a maximum of two (2) days based on their scheduled shifts.

22.04 Leave for Family Responsibility or Illness

An employee shall be granted up to two (2) days leave with pay for family responsibility or the illness of a member of the immediate family annually. Members of the immediate family shall include those identified in Article 26.01 a) (Bereavement Leave)

22.05 Leave for Union Business

Whenever possible and insofar as the regular operation of the Clinic permit, two (2) employees shall be granted leave of absence without pay to attend Union conventions or seminars in connection with Union affairs, provided that, except for justifiable reasons, application for such leave of absence shall be submitted to the Clinic Manager at least three (3) weeks in advance of the leave starting date.

The Employer agrees to continue to pay normal salary and benefits to employees allocated on a short-term basis of one (1) month or less to attend to

Union business and that the Employer is to charge the Union for reimbursement of the cost. Such costs shall only include:

- i) Actual lost wages;**
- ii) Employer's share of Canada Pension contributions;**
- iii) Employer's share of Employment Insurance premiums;**
- iv) Employer's share of SHEPP contributions;**
- v) Employer's share of Group Insurance contributions;**
- vi) Employer's share of Disability Income contributions;**
- vii) Workers' Compensation premiums;**
- viii) Extended Health and Enhanced Dental premiums;**

An employee who is elected or selected for an Executive position with the Union, or any labour body with which the Union is affiliated, shall be granted Union leave for the term of office.

22.06 Maternity Leave

Unpaid leave of absence shall be granted to an employee for maternity, provided that she provides a medical certificate confirming the pregnancy and showing the probable date of delivery. The following conditions shall apply:

- a) If an employee's original request for maternity leave was less than eighteen (18) months, she shall be entitled to extend said leave such that the entire leave of absence shall not exceed eighteen months.**
- b) Such leave will be granted with assurance that the employee will resume employment in the same position or in a comparable position and at the same range of pay occupied prior to the granting of such leave.
- c) The employee shall earn seniority for the entire leave period.
- d) Notice of intention to return to work, or request for change of length of leave of absence, must be forwarded to the Employer fourteen (14) days prior to the expiration of the leave. The Employer is not required to allow an employee to resume her employment until after the expiration of the fourteen (14) days notice.
- e) An employee unable to perform her regular duties but able to perform other work, shall, where possible, without affecting the seniority rights of other employees, be permitted to do so at the appropriate rate of pay for the position she is filling.
- f) Access to Sick Leave Credits

Sick leave shall not be granted for the actual period of maternity leave, as defined in Article 29.01 a). However, an employee who is pregnant during her period of service with the Clinic shall have access to sick leave credits for illness or disability

which may arise during pregnancy while she continues active duty at the Clinic.

22.07 Adoption and Parental Leave

An employee shall be granted adoption leave and parental leave in accordance with *The Saskatchewan Employment Act*. Adoption **or parental** leave **shall be granted up to eighteen (18) months.**

22.08 Medical Care Leave

An employee who is unable to make the necessary arrangements for personal preventative health care outside of scheduled work hours shall be granted time off with pay. Such time off shall include actual time required and will not exceed two (2) days per annum. On request, employees may be required to show proof of such care. **In the event that further leave is required employees shall have access to vacation time, stat time, sick time, or unpaid leave of absence.**

22.09 Paid Jury Or Court Witness Leave

The Employer shall grant paid leave of absence to an employee who serves as a juror or witness in any court. Time spent by an employee required to serve as a court witness in any matter arising out of employment shall be considered as time worked at the regular rate of pay

22.10 Education Leave

Subject to operational requirements employees shall have access to unpaid Education Leave for a period of up to twenty-four (24) months. Employees on Education Leave shall, at their request, be eligible for offers of work under the terms of this Agreement.

22.11 Compassionate Care Leave

An employee shall be granted compassionate care leave to provide care and support to a gravely ill family member as defined by Employment Insurance, who is at significant risk of death.

ARTICLE 23 - SICK LEAVE

23.01 Definition of Sick Leave

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

23.02 Accumulation of Sick Leave

- a) After completing the trial period provided in Article 13, sick leave will be credited from the date of employment and will be granted on the basis of one and one-quarter (1¼) days per month which will be calculated on each one hundred and seventy-three point three (173.3) hours worked and shall be accumulated to one hundred (100) days. By January 15th, a list showing all employees' accumulated sick leave credits will be sent to the Union.
- b) An employee taking sick leave will notify the Employer as soon as possible.
- c) Deductions from sick leave will be made on the basis of the employee's absence on assigned work days. The employee will draw sick pay on the basis of their regular pay for that day.

Part-time and casual employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside of the posted and confirmed period access to accrued sick leave credits will be based on guaranteed hours or their average number of paid hours in the twelve (12) months preceding the illness, whichever is greater.

- d) Employees reporting to work from sick leave absence will notify the Employer as far in advance as possible of their intention to return to work.
- e) When sick leave is claimed the Employer reserves the right to request a proof of illness by a medical certificate.

23.03 Employees shall be able to access two (2) days annually to be used for Family Responsibility or Illness Leave or for Medical Care Leave. These two (2) days shall be deducted from their sick leave credits.

23.04 Return to Work and Duty to Accommodate

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, illness or injury. In such circumstances the Union and the Employer may agree to waive certain provisions of this Agreement. All parties shall work cooperatively to foster an atmosphere conducive to a successful Return to Work and/or an Accommodation.

ARTICLE 24 - WORKERS' COMPENSATION

When an employee is absent as a result of accident or illness in connection with

the performance of his/her duties during working hours, and the accident/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 will the amount paid to the employee be less than the amount the Employer receives from the Workers' Compensation Board.

The following procedure shall be used to implement the foregoing:

- 1) When an employee has applied for Workers' Compensation benefits the Employer will continue paying the employee her regular net pay for a period not to exceed one (1) year.
- 2) The hours paid to other than full-time employees shall include all paid hours exclusive of overtime and shall be based on the preceding fifty-two (52) week period. 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 hours paid will be based on the period subsequent to the change of status to the employee's status at the time of the Workers' Compensation claim.
- 3) The Workers' Compensation cheque will be made payable to the Employer.
- 4) Should the employee's initial claim be disallowed by Workers' Compensation then any money so paid will be either charged against the employee's sick time or, if the employee has no sick time, recovered from the employee. The employee shall make application for disability income benefits according to the terms of the plan. The Employer shall forward the appropriate application forms to the employee (for Disability Income Benefits) and upon receipt of completed forms shall ensure that such completed forms are submitted to 3sHealth. Should the employee's claim be allowed by the Workers' Compensation Board and Disability Income Plan benefits have already been paid such Disability Income Plan payments should be recovered by 3sHealth through the Workers' Compensation Board payment to the employee. Recovery of the Employment Insurance Benefit will be the responsibility of the Employment Insurance Commission.
- 5) At year end the employee's gross earnings will be adjusted by the amount paid by the Workers' Compensation Board. The Employment Insurance and Canada Pension Plan deductions will be recalculated based on the adjusted gross pay and the difference will be refunded to the employee by the Employer. To ensure that employees have been paid correctly, a reconciliation of the claim shall occur at the conclusion of the claim.

- 6) Employees absent as a result of a compensable accident or illness under this Article shall not earn Statutory Holidays but for the first (1st) year shall earn sick leave and vacation credits. Vacation credits accrued during the period of a claim shall not be accessible until the employee has returned to employment outside a graduated return to work program sponsored by the W.C.B.**

ARTICLE 25 - ASSISTANCE FOR EDUCATION

- a) Where the Employer requires an employee to attend a workshop, conference or education program, such attendance shall be without loss of pay, exclusive of overtime and all registration or tuition fees and expenses related to the program shall be paid by the Employer.**
- b) If an employee is required by the Employer to attend or participate in in-service education programs or staff meetings such shall be regarded as hours worked and compensated accordingly. No employee shall be penalized for not attending courses not required by the Employer.**

ARTICLE 26 - WAGE SCHEDULE

26.01 The Employer and the Union agree that the classifications and rates of pay as set forth in the attached Schedule "A" shall form part of this Agreement and shall continue in effect for the duration of this Agreement.

26.02 All employees shall be eligible for increments as per Schedule "A" of the Collective Agreement annually from their last date of hire.

ARTICLE 27 - PAYMENT OF WAGES

27.01 Wages will be paid bi-weekly.

ARTICLE 28 - PENSION PLAN AND BENEFITS

28.01 SASKATCHEWAN HEALTHCARE EMPLOYEES' PENSION PLAN (SHEPP)

An Employee of a Participating Employer who:

- (a) commenced employment with a Participating Employer before the day on which the Participating Employer joins SHEPP; and

- (b) elects to no longer participate in the Participating Employer's Prior Plan (GRRSP); may, at the Employee's option, elect to join the Plan on the day on which the Participating Employer joins the Plan or on the first day of any month thereafter.
- (c) Effective October 1, 2016, except for non-permanent employees (subject to the terms of the Plan) and those employees who have previously waived their participation in the Plan, it shall be mandatory that all employees eligible for membership in the SHEPP or its successor be and are enrolled and participate in the Pension Plan as a condition of employment from the date they are eligible to join the Plan. Each participating employee shall receive an annual member's statement from SHEPP.

In order to be eligible to join the benefits plans listed below, you must have been continuously employed by your employer for a period of six (6) months prior to the commencement of the benefits plans.

28.02 Disability Income Plan

a) Joint Funding

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

b) Administration

The Disability Income Plan shall be administered by 3sHealth in accordance with the terms of the Plan.

c) Terms of Plan

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

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

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

A Long-Term Disability Plan will provide a benefit of sixty per cent (60%) of normal earnings commencing after one hundred and nineteen (119) consecutive calendar

days of disability. The benefit will continue until recovery, age sixty-five (65), or death, whichever occurs first. The Long-Term Disability Plan will be subject to the following terms:

1. Disability will be defined as the inability of the employee to perform the duties of their occupation. After twenty-four (24) months of benefit payment, the definition changes to the inability of the employee to perform any occupation for which one is reasonably fitted by training, education, or experience.
2. There shall be no waiting period before an employee is eligible to receive benefits for any disability.
3. The benefit will be reduced by any Canada Pension Plan or Workers' Compensation award. Any cost-of-living adjustment in the future to Canada Pension Plan will not serve to further reduce the benefit provided by the Plan.
4. Where an employee has been receiving benefit from the Plan and has returned to work, should he/she subsequently become disabled within six (6) months from the same cause which created his/her original disability, he/she will not have to serve one hundred and nineteen (119) consecutive calendar days waiting period again before benefits recommence.
5. Any claim which is admitted for a period of disability which commences while the employee is protected by this Plan will continue to be payable under the terms of the Plan, regardless of the fact that the Plan may have subsequently been discontinued or succeeded by a new program.
6. Any employee whose employment commenced during the period shown below and who has received medical attention within the stated period of time preceding the date the employee enrolled in the Plan, shall not be insured for any disability resulting from the complaint for a period of twelve (12) months after the date the employee enrolled.
7. If an employee fails to enrol in the Plan within thirty-one (31) days after the date he/she becomes eligible to do so, he/she must complete a medical questionnaire for approval by the Plan Administrator.
8. Limitations

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

- i) For which the member is not under continuing medical supervision and treatment considered satisfactory by the Board;

- ii) From bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country, or participation in a riot;
- iii) Which occurred during the commission or the attempt to commit an indictable offence under the criminal code for which the person is convicted and incarcerated;
- iv) Experienced during the first (1st) year of membership which resulted from injury or illness related to any injury or illness for which medical attention was received during the six (6) months prior to the employee becoming a member of the Plan. This limitation will only apply to employees hired after June 30, 1978, and is applicable to Long-Term Disability benefits only;
- v) 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;
- vi) If the claimant has established permanent residence outside of Canada.

Where an employee has been transferred from one (1) facility to another under the same ownership of a contributing member, or where a contributing member takes ownership of a facility, the continuous membership in the Plan of the prior facility or prior owner will count towards the first (1st) year of membership in this Plan for the purposes of v) above.

- 9. If an employee returned to work during the one hundred and nineteen (119) consecutive calendar days waiting period, he/she will not be required to recommence the waiting period, unless the return to work has been more than ten (10) working days;
- 10. A Joint Committee representing SEIU-West and 3sHealth shall be established as an Administrative Committee of the Plan;
- 11. For other than SEIU-West members, SEIU-West shall have the final decision on who may enter and participate in the SEIU-West Disability Income Plan;
- 12. Annually the Employer shall provide each member of the Disability Income Plan with an Employee Benefit Statement. Such statement shall outline:
 - a) Premiums paid by employee members;

- b) Member's sick leave credits;
 - c) Coverage under Group Life Insurance, Disability Income Plan, Core Dental and Extended Health & Enhanced Dental Benefits Plan.
13. Pension benefit regarding years of service will continue to accrue during disability as though the employee were still fully employed.
 14. Benefits from the Disability Income Plan shall not be reduced if the member receives payments from any insurance company, provided that the total payments do not exceed one hundred per cent (100%) of regular salary.
 15. Where an Employee is denied Disability Income Plan benefits and an appeal of such claim is denied by 3sHealth, a final adjudication process is afforded in accordance with Appendix II.
 16. For the purposes of accessing benefits under the Disability Income Plan and/or to maintain other benefits, the Employer shall endeavour to forward the appropriate application forms to the employee (for Disability Income Plan benefits), upon the expiry of the employee's sick leave credits. Upon receipt of completed forms, the Employer shall ensure that such completed forms are submitted to 3sHealth. For the purposes of this Article, any information regarding the forms not being forwarded to the employee shall only be used to support the employee's appeal to obtain such benefit coverage.
- a) D.I.P. Coverage While on Leave

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

Pension credited service will continue to accrue in accordance with the terms of the Retirement Plan.
 - c) Group Life Coverage on D.I.P.

Group Life coverage will continue while the employee is receiving benefits from the 3sHealth Disability Income Plan in accordance with the Group Life policy.

28.03 Group Life Insurance

- a) The Employer will pay for the first seven thousand dollars (\$7,000.00) coverage under the 3sHealth's Group Life Insurance policy. For all students, Group Life Insurance coverage shall be two thousand dollars (\$2,000.00), as provided for by the 3sHealth Group Life Insurance Plan.

- b) Employees shall be advised when taking leaves of absence that they may continue coverage in accordance with the terms of the Plan.

28.04 Dental Plan

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

28.05 Extended Health and Enhanced Dental Benefits Plan

The parties agree that an Extended Health Plan and Enhanced Dental Benefits Plan shall be funded by the Employer each year at an annual rate of three point one per cent (3.1%) of straight time payroll. The Plans must be administered within the resources so allocated, subject to the provisions of Letter of Understanding # 1.

28.06 Employee and Family Assistance Program

The parties endorse the concept of an Employee and Family Assistance Program. The program shall be voluntary, confidential and offered at a location away from the worksite. The program shall not be used as a disciplinary process. The program shall be monitored by the Employer, in consultation with the Union. The program shall be provided by the Employer and shall include counselling services including but not limited to:

- a) Substance abuse/dependency;
- b) Employment/workplace related concerns;
- c) Emotional problems;
- d) Financial problems; and
- e) Marital problems.

The Employer agrees to provide a program with counselling services to a maximum of six (6) visits per calendar year at no cost to the employee.

LETTER OF UNDERSTANDING #1

RE: EXTENDED HEALTH AND ENHANCED DENTAL BENEFITS PLAN

The Parties agree to follow the provisions of the Multi-Party Letter of Understanding regarding the Extended Health and Enhanced Dental Benefits Plan as set out below:

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION (SGEU), SERVICE EMPLOYEES INTERNATIONAL UNION-
WEST (SEIU-West)
AND
SASKATCHEWAN ASSOCIATION
OF HEALTH ORGANIZATIONS (SAHO)
Extended Health and Enhanced Dental Benefits Plan

The Employer assures that the current level of benefits provided pursuant to the Extended Health and Enhanced Dental Benefit Plan as of April 1, 2012 will continue at no cost to the Employee, until the expiry of this Collective Agreement.

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


The parties hereto have affixed their signatures this 22 day of January, A.D. 2020

Signed on behalf of:
Service Employees International Union-West
SEIU-West

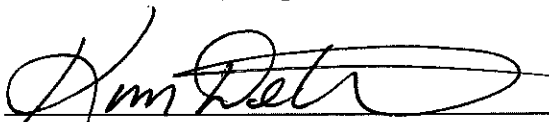


Cam McConnell, Negotiations Officer


Signed on behalf of:
Saskatchewan Association of Healthcare
Organizations Incorporated (SAHO Inc.)



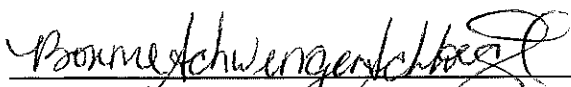
Laura Scott, SAHO



Kim Deitner, SEIU-West Union Representative



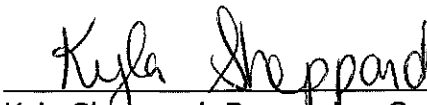
Tracie Neilsen, Transition Lead, Labour
Relations, SHA



Bonnie Schwingenschloegl, Bargaining Committee



Liam Turnley-Johnston, SAHO



Kyla Sheppard, Bargaining Committee

Letter of Understanding #2
Between
Saskatchewan Association of Health Organizations
And
Service Employees International Union – West (Meadow Lake Clinic Local)

**Re: Job Descriptions – Implementation of required qualifications and
grandfathering of current employees**

Effective the date upon which the parties exchange notice of ratification, job descriptions for Medical Office Assistant and Billing Clerk classifications will have a list of required duties and will include required qualifications. The Employer will provide copies of the July 2019 revised job descriptions to the Union and employees.

A review has resulted in comparing employees currently employed at the Meadow Lake Primary Health Care Clinic as Medical Office Assistants to a similar classification of the Clinic Assistants (under the Provincial JJE Plan). In recognition of the review and the Employer having the ability to require qualifications for the Medical Office Assistants, the wage schedule effective the date upon which the parties exchange notice of ratification has been revised (see Schedule "A")

The parties agree that all employees on staff as of the date upon which the parties exchange notice of ratification, shall be grandfathered with the equivalent qualifications and shall be deemed qualified in the position they hold as of the date upon which the parties exchange notice of ratification. Where an employee who has been grandfathered is an applicant for a position in the Clinic for which they have equivalent experience related to the qualifications or the equivalent qualifications they shall be deemed qualified for the position.

Where a new employee without the qualifications or equivalent experience is hired into, or awarded a position, they shall be expected to perform the majority of duties within the time period for the job training. As a condition of maintaining employment in the position and classification, the individual will be hired conditionally. The individual will need to demonstrate that they have embarked on/enrolled in a program or process that will result in them obtaining the qualifications in the specified period of time. As well, the employee will need to demonstrate an ongoing participation in the program or process, at a minimum of every six (6) months. Should the employee not meet the conditions above, they shall revert to casual status in a classification that the employee is qualified for.

The parties hereto have affixed their signatures this 22 day of January, A.D. 2020

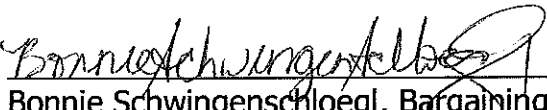
Signed on behalf of:
Service Employees International Union-West
SEIU-West



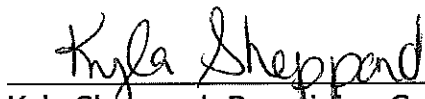
Cam McConnell, Negotiations Officer



Kim Deitner, SEIU-West Union Representative

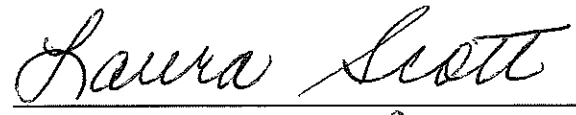


Bonnie Schwingenschloegl, Bargaining Committee




Kyla Sheppard, Bargaining Committee

Signed on behalf of:
Saskatchewan Association of Healthcare
Organizations Incorporated (SAHO Inc.)



Laura Scott, SAHO



Tracie Nielsen, Transition Lead, Labour
Relations, SHA



Liam Turnley-Johnston, SAHO

Letter of Understanding #3
Between
Saskatchewan Association of Health Organizations
And
Service Employees International Union – West (Meadow Lake Clinic Local)

Re: Weekend and Evening shift work at Meadow Lake Primary Health Centre

In the event that the Employer implements evening and weekend opening of the Meadow Lake Primary Health Centre the Employer shall provide the Union no less than ninety (90) days notice. During the notice period the parties shall meet to negotiate scheduling provisions including but not limited to:

- **Maximum number of consecutive shifts;**
- **Rotation of day, evening, and weekend shifts;**
- **Maximum number of consecutive weekend shifts;**
- **Differentials for shifts other than Monday to Friday day shifts;**
- **Length of shifts prior to triggering overtime (extended shift agreement);**
- **Development and administration of a master rotation and schedule;**
- **Definition of a weekend;**
- **Definition of an evening shift.**

The employer will develop a master rotation containing all guaranteed hours and compliant with the terms negotiated as per above and shall post it in the workplace no less than twenty-eight (28) days in advance of implementing the schedule. Employees shall have the right to choose their shift rotations according to seniority.

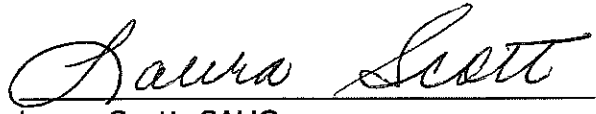
The parties hereto have affixed their signatures this 22 day of January, A.D. 2020

Signed on behalf of:
Service Employees International Union-West
SEIU-West


Signed on behalf of:
Saskatchewan Association of Healthcare
Organizations Incorporated (SAHO Inc.)




Cam McConnell, Negotiations Officer



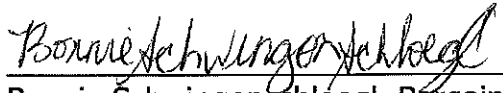
Laura Scott, SAHO



Kim Deitner, SEIU-West Union Representative



Tracie Neilsen, Transition Lead, Labour
Relations, SHA



Bonnie Schwingenschloegl, Bargaining Committee



Liam Turnley-Johnston, SAHO



Kyla Sheppard, Bargaining Committee

Letter of Understanding #4
Between
Saskatchewan Association of Health Organizations
And
Service Employees International Union – West (Meadow Lake Clinic Local)

Re: Change of Vacation Year – Article 24

The purpose of this Letter of Understanding is to provide for the change of the vacation year.

The current vacation year, as per Article 24.01, is January 1 to December 31.

Effective April 1, 2020 the vacation year will be April 1 to March 31.

In the event of conflict between the terms of the Collective Agreement and this Letter of Understanding the Collective Agreement shall prevail.

Now therefore the parties agree as follows:

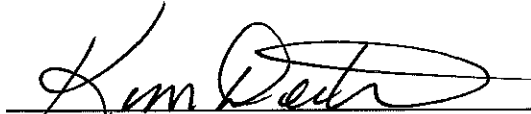
- 1) The 2019 vacation year shall be January 1, 2019 to March 31, 2020.**
- 2) Employees will have fifteen (15) months to use their 2018 vacation accumulation, as per the vacation year identified in 1) above.**
- 3) As per Article 24.02 (Advanced Vacation), employees shall have access to their vacation credits as earned.**
- 4) Vacation earned in the period January 1, 2019 to March 31, 2020 will be accrued to use in the April 1, 2020 to 31 March 2021 vacation year; except time used as per Article 24.02 (Advanced Vacation).**
- 5) Employee vacation requests shall not exceed earned vacation credits.**
- 6) This LOU shall expire March 31, 2021.**

The parties hereto have affixed their signatures this 22 day of January, A.D. 2020

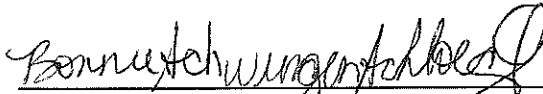
Signed on behalf of:
Service Employees International Union-West
SEIU-West



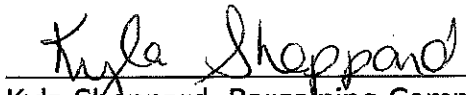
Cam McConnell, Negotiations Officer



Kim Deitner, SEIU-West Union Representative

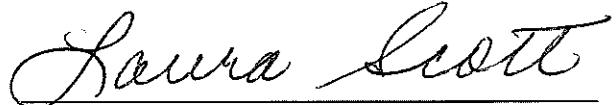


Bonnie Schwingenschloegl, Bargaining Committee




Kyla Sheppard, Bargaining Committee

Signed on behalf of:
Saskatchewan Association of Healthcare
Organizations Incorporated (SAHO Inc.)



Laura Scott, SAHO



Tracie Neilsen, Transition Lead, Labour
Relations, SHA



Liam Turnley-Johnston, SAHO

APPENDIX I

Management reserves the right to place an employee with job related experience in a higher increment within a classification at their sole discretion.

APPENDIX II

FINAL ADJUDICATION OF DISABILITY PLAN APPEALS

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

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

The parties hereby agree to the following:

With respect to the SAHO 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) SAHO'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 SAHO'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 SAHO and the union(s) where extenuating circumstances are presented;
- d) Employees whose final internal appeal decision from SAHO 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 SAHO Disability Income Plan Texts shall be amended to include the final independent adjudication process;
- g) SAHO Group Life Insurance Plan coverage shall be provided on a waiver of premium basis upon receipt of a request for final independent adjudication within the 60 day time limit and Saskatchewan Government Employees' Union be maintained up to the date of the Adjudicator's decision;
- h) SAHO 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 SAHO'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) SAHO 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 SAHO 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 SAHO prior to the completion of the final stage of SAHO'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 SAHO in accordance with the agreed to Terms of Reference for the Adjudicator;
- t) Decisions of the Adjudicator shall be final and binding on SAHO's Disability Income Plans;
- u) SAHO 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.

MONETARY TERMS

All employees in both classifications shall receive economic pay increases as per the following:

1 April 2018	-	0%
1 April 2019	-	1%
1 April 2020	-	2%
1 April 2021	-	2%

Schedule "A"

Effective the date upon which the parties exchange notice of ratification, Medical Office Assistants shall be paid the following rates of pay in accordance with their continuous years of service in the classification.

Start	1 year	2 years	3 years
\$16.86	\$18.70	\$20.54	\$21.53

Effective the date upon which the parties exchange notice of ratification, Billing Clerks shall be paid the following rates of pay in accordance with their continuous years of service in the classification.

Start	1 year	2 years	3 years
\$20.60	\$22.85	\$25.09	\$26.30

Schedule "A"

	April 1, 2018			April 1, 2019			Date of Ratification - (2019)			
	Start	2 years	4 years	Start	2 years	4 years	Start	1 year	2 years	3 years
MOA	\$16.21	\$19.74	\$20.70	\$16.37	\$19.94	\$20.91	\$16.86	\$18.70	\$20.54	\$21.53
Billing Clerk	\$20.40	\$24.84	\$26.04	\$20.60	\$25.09	\$26.30	\$20.60	\$22.85	\$25.09	\$26.30

	April 1, 2020				April 1, 2021			
	Start	1 year	2 years	3 years	Start	1 year	2 years	3 years
MOA	\$17.20	\$19.07	\$20.95	\$21.96	\$17.54	\$19.45	\$21.37	\$22.40
Billing Clerk	\$21.01	\$23.31	\$25.59	\$26.83	\$21.43	\$23.78	\$26.10	\$27.37

SIGNING PAGE

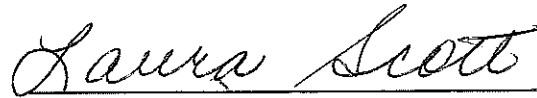
The parties hereto have affixed their signatures this 22 day of January, A.D. **2020**

Signed on behalf of:
Service Employees International Union-West
SEIU-West

Signed on behalf of:
Saskatchewan Association of Healthcare
Organizations Incorporated (SAHO Inc.)




Cam McConnell, Negotiations Officer



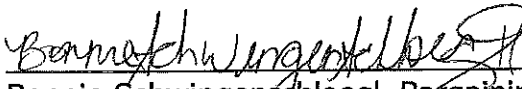
Laura Scott, SAHO



Kim Deitner, SEIU-West Union Representative



Tracie Neilsen, Transition Lead, Labour
Relations, SHA



Bonnie Schwingenschlöegl, Bargaining Committee



Liam Turnley-Johnston, SAHO



Kyla Sheppard, Bargaining Committee

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Union contacts:

	Name	Phone	Email
Unit Chairperson	_____	_____	_____
Unit Vice-Chairperson	_____	_____	_____
Workplace Communicator	_____	_____	_____
Shop Stewards	_____	_____	_____
Union Representative:	_____	_____	_____

The Member Resource Centre (MRC) is normally staffed from 9 am to 5 pm Monday to Friday. You can reach an MRC Officer by phone (1-888-999-7348 and press 1) or you can use the 'Contact Us' form on the website: www.seiuwest.ca.

Calendar for year 2017 (Canada)

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Calendar for year 2020 (Canada)

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					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30	26	27	28	29	30	31	23	24	25	26	27	28	29	30	31			

September							October							November							December								
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa		
			1	2	3	4	5					1	2	3	1	2	3	4	5	6	7				1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12		
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19		
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26		
27	28	29	30	25	26	27	28	29	30	31	29	30	27	28	29	30	31												

Calendar for year 2021 (Canada)

January							February							March							April							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
															1	2	3	4	5	6						1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24	
24	25	26	27	28	29	30	28	28	29	30	31	28	29	30	31	25	26	27	28	29	30							
31																												

May							June							July							August										
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa				
						1				1	2	3	4	5						1	2	3							1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14				
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21				
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28				
23	24	25	26	27	28	29	27	28	29	30	25	26	27	28	29	30	31	29	30	31											
30	31																														

September							October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2	1	2	3	4	5	6				1	2	3	4	
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30	24	25	26	27	28	29	30	28	29	30	26	27	28	29	30	31							
							31																				

Calendar for year 2022 (Canada)

January							February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
2	3	4	5	6	7	8	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
9	10	11	12	13	14	15	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
16	17	18	19	20	21	22	20	21	22	23	24	25	26	27	28	29	30	31			17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28													24	25	26	27	28	29	30
30	31																										

May							June							July							August						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4						1	2		1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31			
														31													

September							October							November							December							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
				1	2	3						1			1	2	3	4	5					1	2	3		
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	
18	19	20	21	22	23	24	16	17	18	19	20	21	22	19	20	21	22	23	24	25	26	18	19	20	21	22	23	24
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	
							30	31																				

Calendar for year 2023 (Canada)

January							February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28					26	27	28	29	30	31	23	24	25	26	27	28	29	
																					30						

May							June							July							August						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3							1			1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30	31			
														30	31												

September							October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2						1				1	2	3	4					1	2		
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
																					31						

SEIU-West represents working people across Saskatchewan who work in Healthcare, Education, Municipalities, Community Based-Organizations and Private Sector Industries. We work to improve the lives of working people and their families and lead the way to a more just and humane society.



The gains and protections contained in this document are the result of you and your co-workers coming together to negotiate a Collective Agreement with your Employer. If you know of someone who needs this kind of agreement and Union protections in their workplace, please contact the SEIU-West Organizing Department today at 1-888-999-SEIU (7348).

We are Stronger Together!