

COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3404**

AND

ALL NATIONS' HEALING HOSPITAL

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, 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 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.
- b) The Union agrees to recognize SAHO as the representative Employer's organization and sole bargaining agent.

2.02 No Other Agreements

- a) No Employee or Local of the Union shall be required or permitted to make a written or verbal agreement with SAHO or an Employer or any of their designated representatives which may conflict with the terms of this Agreement.
- b) No Employer 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 Meetings

- a) Union representatives shall have the right to attend any meetings the Employer and/or Employer representatives have with Employees pertaining to labour relation's matters. Up to two (2) representatives shall suffer no loss of pay or benefits.

- b) Notwithstanding Article 12 – Dispute Resolution Options and Article 11.09 - Arbitration, any Employee requested to meet formally with the Employer 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.

Unless agreed otherwise by the Local of the Union and the Employer, 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 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 26 – 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 26 – 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 **Casual Employee:** shall mean an Employee in the bargaining unit who works on a call-in basis or works assigned relief shifts as per Article 26.04 – 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 The All Nations’ Healing Hospital.
- 5.07 **Bargaining Unit:** shall mean The All Nations’ Healing Hospital and the Employees covered under this agreement.
- 5.08 **CUPE and Union:** shall mean the Canadian Union of Public Employees.
- 5.09 **Local of the Union:** shall mean a Local of the Union chartered by the Canadian Union of Public Employees for the bargaining unit.
- 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.

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 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 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 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 the 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 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 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.

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 (10th) 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 SAHO, of the amount of dues to be deducted from the Employee's regular

earnings not less than twenty-eight (28) calendar days before the effective date of any change to the dues check off.

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 with dues authorization cards. The Employer 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 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 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 and the Union. The Representative will provide the Employee with a copy of the Collective Agreement.

8.02 Policy

The Employer shall make available all policy statements affecting Employees who are members of the bargaining unit. The Employer 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 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 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 their 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 their 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 their 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 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 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 their side of the case in advance of discipline being imposed.

It is also agreed that:

- i) 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;
- ii) 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 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 and any Employee or the Union.

11.03 Union and Employer Designates

The Local of the Union shall submit, in writing, to the Employer, the names of the Union representatives designated to deal with grievances and any subsequent changes. The Employer 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

Any Employee who feels 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 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

The Employer agrees that one Local Union representative as identified in Article 11.03 – Union and Employer 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 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 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 the agreement between the Employer and the Local of the Union.

11.09 Arbitration

Dispute Resolution

Prior to Arbitration, by mutual agreement between the Employer and the Local of the Union, the grievance may be referred to the Dispute Resolution Options referred to in Article 12.

Referral to Arbitration

Failing satisfactory settlement of the Grievance at the Second step, the matter may be referred to Arbitration by either the Union, or the Employer within twenty-eight (28) calendar days, provided that if it is not so referred, the grievance shall be deemed to be settled.

11.10 Arbitration Board

In the event the Employer and the Local of the Union are unable to agree to using Mediation or Expedited Arbitration as per Article 12 – Dispute Resolution Options, a Board of Arbitration shall be established in accordance with the Trade Union Act or The Canada Labour Code, whichever is applicable.

11.11 Certain Rules and Procedures Applying

The rules and procedures set for the in the Trade Union Act or Canada Labour Code, whichever is applicable, shall apply to any arbitration proceedings under this Agreement as though the Arbitrator were an Arbitration Board.

11.12 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.

11.13 Decision of the 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 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.

11.14 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 –DISPUTE RESOLUTION OPTIONS

CUPE and SAHO agree the best resolution of a dispute is one worked out between the parties without recourse to a third party.

12.01 Approach

The parties will approach each grievance or group of grievances from the point of view of:

- a) Attempting to ascertain the facts and negotiate a resolution;
- b) Failing resolution by negotiation, agreeing to a joint statement of facts;
- c) Based on the joint statement of facts, determining the appropriate course of action to resolve the matter from the three (3) options:
 - i) Mediation
 - ii) Expedited Arbitration
 - iii) Full Panel Arbitration

12.02 Legal Counsel

Both parties utilize the services of the Labour Relations, Mediation & Conciliation Branch Sask. Labour.

12.03 Mediation

This process shall be used to inquire into the difference and assist parties in settling the issue, utilizing a mutually agreed to mediator.

By mutual agreement between the Union and the Employer, a grievance may be submitted for mediation, prior to proceeding to arbitration.

12.04 Expedited Arbitration

- a) It may be mutually agreed between the parties to advance grievances as per Article 11 – Grievance Procedure of the Collective Agreement.
- b) When a grievance is referred to the expedited arbitration process, the arbitrator shall, within twenty-eight (28) calendar days convene a hearing to decide the issue;
- c) The Arbitrator shall hear the grievances and 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 a single arbitrator will be final and binding on the parties;
- d) Expedited Arbitration awards shall have no precedent value and shall not thereafter be referred to by the parties in respect to any other matter in any other setting;
- e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- f) A grievance may be removed from the expedited arbitration process at any time prior to a hearing and forwarded to a regular (full panel) hearing in accordance with Article 11.09 – Arbitration;
- g) The Union will use elected officers or staff representatives. The Employer will use SAHO Human Resource Consultants and Management Representatives;
- h) The parties will equally share the cost of fees and expenses of the Arbitrator;

- i) The grievor(s), Shop Steward(s) and Manager(s)/Supervisor(s) who are party to the case shall be granted leave with pay to be present at arbitration.

ARTICLE 13 – UNION/MANAGEMENT COMMITTEE

13.01 Union Management Committee

The Employer and the Local of the Union shall create a Union/Management Committee with the following guidelines:

- a) Purpose
 - i) To foster and promote effective communication, mutual respect, understanding and confidence between the Employer 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 and union member understanding and compliance of the agreements reached by the Employer 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;
 - ii) The Employer and the Local of the Union shall be responsible for choosing their own representatives;
 - iii) Either the Employer and the Local of the Union may call or permit the attendance of resource personnel, at their own expense;
 - iv) A maximum of two (2) employees will be released from duty without loss of pay or benefits, to attend the Union/Management meeting;
- c) Meetings
 - i) Regular meetings of the Committee shall be held at mutually agreed dates. 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.

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. This article shall not preclude Local of the Union/Management Committees being established in individual facilities/agencies.

ARTICLE 14 - DISCRIMINATION

14.01 Responsibility

The Employer and the Local of the Union agree and recognize their responsibility to create a discrimination free workplace. The Employer 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, reemployment, 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 their 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, 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 Occupational Health and Safety Act and Regulations, as provided for in the Canada Labor Code, Part II*; and it is further agreed that *The Occupational Health and Safety Act and 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 Occupational Health and Safety Act and Regulations* shall suffer no loss of pay or benefits.

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-Chairs, who will investigate and take remedial action. Failing resolution of the health and safety concern, the Employee 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.

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 at that work site, in circumstances where assistance is not readily available in the event of injury, ill health or emergency.

The Employer 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 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 Occupational Health and Safety 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 Occupational Health and Safety Act and 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.

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.

16.02 EFAP Committee

The Employer shall establish a Committee which includes representation from the Employer 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 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 and the Local of the Union do not and will not condone any improper behavior 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 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 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 (3rd) 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 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 their employment.

b) Violence Policies and Procedures

In compliance with *The Occupational Health and Safety Act and Regulations*, the Employer will ensure a policy is developed, in consultation with the Local of the Union and other Unions in the facility 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' policies, measures and procedures to deal with violence and the availability of supportive counseling.
- 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 and the Local of the Union recognize that, where preventative measures have failed to prevent violent incidents, counseling and support must be available to help victims recover from such incidents.

ARTICLE 19 – SENIORITY

19.01 a) Definition

Seniority shall be defined as the date of hire for permanents and total hours worked for casuals.

19.02 Loss of Seniority

An Employee shall lose all entitled seniority and shall be deemed to have terminated employment from the Employer, if in fact the Employee:

- a) Is discharged for just cause and is not reinstated;
 - i) voluntarily terminates the employ of the Employer unless they withdraw their resignation within forty-eight (48) hours;
 - ii) notwithstanding (i) above, voluntarily resigns a position with the Employer while maintaining another position in the facility shall maintain seniority. Where an Employee resigns from all positions, said Employee shall be deemed to be terminated.

- b) 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 to return to work following a layoff, unless, in either case the Employee can show a justifiable reason for failure to report to work.
- c) Fills an out-of-scope position as determined by the Labour Relations Board on a permanent basis.

Relieves in an out-of-scope temporary position with the Employer for more than twelve (12) months.
- d) Has been on continuous layoff for a period in excess of three (3) years.
- e) Has not worked one hundred and eighty (180) days within the bargaining unit, then they shall lose their seniority and be deemed terminated.
- f) Has retired.

19.03 Seniority List

The Employer shall maintain a seniority list showing the date of hire of each Employee. 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.

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 All Nations' Healing Hospital.
- b) Upon the creation of all new classifications, the Employer shall forward all relevant information to the Union and thereafter, the Parties will commence negotiations in regards to scope.
- c) Upon creation of all new classifications, the Parties agree that the Maintenance Letter of Understanding, dated and signed October 3, 2003

shall govern in regards to establishing an appropriate rate of pay. Upon completion of the rating process, the appropriate pay band shall be applicable and the successful applicant shall receive this rate of pay upon commencing in the position.

- d) Where there are any significant changes to the content or qualifications of any existing classifications or positions, the parties agree that the Maintenance Letter of Understanding, October 3, 2003 shall govern in regards to establishing an appropriate rate of pay.
- e) Where the Maintenance Committee undertakes an annual review of jobs, the effective date of any change in pay bands will be the 1st Sunday following the completion of the review.
- f) Where a new classification is created provincially and an interim wage rate is established that is greater than the final rate of pay as determined by the Maintenance Committee the incumbent's pay shall be adjusted to the final rate the 1st Sunday following the completion of the review and they shall not be required to make retroactive payment to the Employer.
- g) Where a new classification is created provincially and an interim wage rate is established that is lower than the final rate of pay as determined by the Maintenance Committee the incumbent's pay shall be adjusted to the final rate the 1st Sunday following the completion of the review and retroactive pay shall be effective back to the date the Employee commenced in the position.
- h) Where the rate of pay for an existing classification is adjusted downward by the Maintenance Committee, the incumbent(s) shall retain their current rate of pay and shall not receive any negotiated wage increases until such time as the pay equity rate of pay for that classification equals or surpasses the incumbent(s) current rate of pay. New hires to the classification shall be paid at the pay equity rate of pay for that classification.
- i) The Employer agrees that if they intend to introduce a classification(s) contained within the Joint Job Evaluation Provincial Job Descriptions not presently in existence in a facility, agency or department, they shall notify the Union in advance. Such notification shall include, but not be limited to, the Provincial Job Description (identifying required duties), Pay Band and the rationale for introducing the classification.
- j) The Parties agree that no changes can be made to the Provincial Provider Group Joint Job Evaluation Plan, the Maintenance Agreement, Factors, Weights, Pay Bands, or any other component of the Job Evaluation Program without the approval of the Parties to the Provider Union Collective Agreement(s).

- k) Should the Maintenance Committee recommend the creation of pay bands beyond Pay Band 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
- date of opening and date and time of closing
- where to submit the application
- Employees shall have access to job descriptions

The Employer agrees 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 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 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 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 shall post notice of the position on designated bulletin 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.

- 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

Name of Employee

In accordance with Article 21.02 b) Filling of Vacancies or New Positions, the Employer 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

iv) Qualifications of Applicants

The Employer, on request, shall furnish the Local of the Union with details of qualifications of any applicant;

v) Reasons to be Given to Unsuccessful Applicants

Upon request, the Employer will inform an unsuccessful applicant of the reason for their 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

If no applicant is appointed from the bargaining unit for any vacancy or position, the Employer 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 26.04 – Assignment of Relief Work.
- c) When the temporary vacancy becomes redundant, the Employee shall be returned to their original position. Article 26.11 - Posting Work Schedules 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 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.
- 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 30.08 - 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 26.04 – 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.

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 26.04

- a) The Employer determines that work of a higher paid classification is necessary, the Employer 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 and 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, their 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.
 - 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.

21.10 Recognition of Previous Experience

Employees commencing employment who have previous experience acceptable to the Employer 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 shall be paid in the range at which the Employee was being paid when they 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.

ARTICLE 22 – PROBATION AND TRIAL PERIOD

22.01 Probation

Newly hired Employees 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 their 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 date of appointment to 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 – REPRESENTATIVE WORKFORCE

23.01 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 – LAYOFF AND REEMPLOYMENT

24.01 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.

24.02 Notification to the Union

When the Employer is considering changes which will result in the layoff of Employees, the Employer will notify the Local of the Union at least fourteen (14) calendar days in advance of issuing layoff notices to Employees.

The Employer and the Local of the Union shall meet to discuss the implications of such lay-off.

24.03 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, subject to their qualifications and ability to perform the duties required. The right to bump shall include the right to bump up.

24.04 Notice of Layoff

The Employer shall serve notice of layoff to the most junior Employee in the affected position(s) within the classification in the department where it is deemed the reduction is required.

Notice of layoff shall be in accordance with *The Labour Standards 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 their 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 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 24.05 – 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;
- e) to retire (if applicable);
- f) any other options to which the parties may agree.

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 25 – 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 24.06 – Re-employment.

Every reasonable effort will be made to contact an Employee regarding their options, however, in the event the Employer is unable to contact a laid off or displaced Employee, the Local of the Union and the Employer shall meet to discuss a mutually agreed resolution to the matter. If there is not mutual agreement, the Employer shall proceed with the layoff procedure and place the Employee in an appropriate position. A mutually agreeable or Employer initiated placement will replace the Employee's right to exercise their seniority displacement rights.

Notice of Layoff for Employees in Temporary Positions:

- i) 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 24 – Layoff and Re-Employment;
- ii) in the event the Employee reverts back during a trial period to a position which has been affected as defined in Article 24.01 – 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 24 – Layoff and Re-Employment.

24.05 Displacement of Employees

Laid off or displaced Employees may exercise seniority, subject to their qualifications and ability being sufficient to perform the duties, into a higher paid classification, a lower paid classification or same paid classification within the bargaining unit.

Subject to the following:

- a) Employees shall choose a classification in a department (including departmental unit if vacancies and new positions are posted by departmental unit) and in a facility, agency or geographic area in which they wish to exercise their seniority;
- b) Employees shall choose to exercise their seniority into either a full time or part time position within the classification specified in a) above;
- c) As per a) above, the Employee shall displace the least senior full time Employee in the classification or the least senior part time Employee whose number of hours of work contained in their current letter of appointment most closely approximates the number of hours of work the Employee has chosen. Upon completion of the displacement process, the Employee may request an assignment within their department or classification. The supervisor shall assign rotations on the basis of seniority as per the request(s);

- d) Where an Employee bumping has been regularly scheduled on a continuing basis to work a twelve (12) hour shift and holds greater seniority, the Employee may choose to displace the least senior Employee in the classification who is working a twelve (12) hour schedule in that classification. Where an Employee bumping has been regularly scheduled on a continuing basis to work an eight (8) hour shift and holds greater seniority, the Employee may choose to displace the least senior Employee in the same classification who is working an eight (8) hour schedule in that classification.

24.06 Re-Employment

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

- a) Employees shall be counselled by the Employer 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 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 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 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 and the Local of the Union advised of their current address and telephone number.

24.07 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 24.04 b), c), d), e), f) – Notice of Layoff.

24.08 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.

24.09 Salary Rate

An Employee who displaces or is re-employed after a layoff, shall be paid in accordance with Article 21.07 – Lateral Transfer within the Same Pay Band, Article 21.04 – Pay Upon Promotion and Article 21.08 – Pay Upon Demotion. When an Employee is re-employed after layoff, the Employee will retain his or her accumulated sick leave credits, if any, and service towards calculation of vacation existing at such time of layoff.

24.10 Workplace Reorganization

Prior to the implementation of workplace reorganization which results in amalgamation, facility closure, dissolution of departments or abolishment of any position(s), the Employer will notify the Local of the Union in writing prior to implementing such change.

In order to explore options, the Employer and the Local of the Union shall arrange to meet and review the proposed changes, including but not limited to:

- a) the number of positions affected
- b) options to minimize displacement
- c) identify Employees who will be affected
- d) the process for implementation, including target dates
- e) the reorganization goals and objectives.

Within twenty (20) days of the original notice, the Employer and the Local of the Union shall develop strategies to address the defined goals and objectives.

ARTICLE 25 – SEVERANCE PAY

25.01 Severance Pay

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

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

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

$\frac{\text{total hours paid}}{1950 \text{ or } 2080} \times 40 \text{ hours} \times \text{Rate of Pay of Position}$

ARTICLE 26 – HOURS OF WORK

26.01 Definition

- a) For the purpose of this Agreement, a day shall be any twenty-four (24) hour period calculated from the time that the employee commences the scheduled or assigned shift.
- b) The three (3) week period shall mean that period designated by management between midnight on Saturday and midnight on the following third Saturday.

26.02 Hours of Work

The normal annual hours for full time Employees shall be 1950 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 seven and one-half (7.5) consecutive hours (exclusive of a specified meal period).

OR

One hundred and twelve and one-half (112.5) hours in a three (3) week period divided into shifts of ten (10) consecutive hours (exclusive of a meal period).

All hours worked in excess of seven and one-half (7.5) or ten (10) hours per day (in accordance with shift rotation) or one hundred and twelve (112) in a three (3) week period shall be classed as overtime and paid at overtime rates.

b) Part-time/Relief Employees

Normal hours of work

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 seven and one-half (7.5) 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.

26.03 Rest Periods Between Shifts

The Employer shall provide at least thirteen and one-half (13 ½) hours of rest between shifts, except as mutually agreed otherwise by the Local of the Union and the Employer. Failure to provide this time will result in payment of overtime for any hours worked during such rest period.

26.04 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 1st to be effective March 1st 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.

iii) OTFT Employees may make short term requests for absences from their relief requirements.

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 situations 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; unless mutually agreed between the Employer and the Employee.

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;

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 *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 26.04 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 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 their 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 to the bottom of all relief lists.

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**

26.05 Rest and Meal Periods

- a) One (1) rest period of fifteen (15) minutes shall be scheduled by the Employer 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 for each Employee scheduled a shift of at least seven (7) hours (exclusive of meal period).
- c) Three rest periods of fifteen (15) minutes and one unpaid meal break of thirty (30) minutes shall be scheduled by the Employer for each Employee scheduled a shift of ten (10) hours (exclusive of meal period).
- d) Every effort will be made to grant such rest periods midway between each half (1/2) shift.
- e) Employees unable to take their meal period at the time scheduled, shall be provided time later in the shift for the meal break. Dietary staff, who are interrupted during their meal break to provide unanticipated services to clients may, with the approval of their supervisor, be assigned an additional fifteen (15) minute rest period.

26.06 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. However, this will not preclude Employees who work less than full time hours as per Article 26.02 - 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.

26.07 Consecutive Work Days

Employees scheduled to work seven and one-half (7.5) hour shifts shall work no more than six (6) consecutive days unless otherwise mutually agreed between the Employer and the Local of the Union. Employees scheduled to work (10) hour shifts shall work no more than four (4) consecutive days, unless other mutually agreement between the Local of the Union and the Employer.

26.08 Split Shifts

Split shifts shall not be scheduled except by mutual agreement between the Local of the Union and the Employer.

26.09 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 seventy-five (75) hours. This shall be taken at a time mutually acceptable between the Employee and the Employer and must be recorded on time sheets or work sheets accessible to Employees. Employees may make application to the Employer to carry over a maximum of twenty-two and one-half (22.5) hours to the following year. In order to receive consideration, requests for carry-over must be submitted in writing by December 31st, and will be based on operational requirements. All such requests will be responded to within thirty (30) days of receipt.

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 1st shall be paid out by March 31st of each year.

26.10 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 their 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 26.02, 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.

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.

26.11 Posting Work Schedule

a) Master Schedules

i) The Employer and the Local of the Union shall establish master work schedules for regularly scheduled employees.

ii) The Employer may not amend a master schedule unless the Employer:

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 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.

26.12 Mutual Trades

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

26.13 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.

26.14 Shift Differential

A shift differential 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 differential shall not apply to overtime hours worked.

26.15 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.

26.16 Weekends Off

- 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 (2) weekends in a row. If a full-time Employee accepts an offer of overtime on the third (3rd) Saturday and/or Sunday they shall be compensated for all hours in accordance with Article 26.10 c) iii).
- c) Other than full-time (OTFT) Employees shall not be assigned/scheduled to work more than two (2) weekends in a row. This does not preclude an OTFT Employee from waiving their third (3rd) weekend premium to accept a shift at regular rates of pay.
- d) If an OTFT Employee, who has not waived the third (3rd) weekend premium accepts an offer of work on the third (3rd) Saturday and/or Sunday they shall be compensated for all hours so worked at a rate of two (2) X their regular rate of pay.
- e) Except where Article 26.16 g) applies, at no time shall an Employee be paid overtime/third (3rd) weekend premium rates for regularly assigned/scheduled work on a Saturday and/or Sunday. An Employee shall be eligible for third (3rd) weekend premium for a maximum of one (1) 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 (3rd) weekend.
- g) Where an Employee is required to work overtime against their wishes (Article 26.10 b)) on a Saturday and/or Sunday or where an Employee is required to work more than two (2) consecutive weekends as a result of an Employer directed change to their work schedule as per Article 26.11 d), they shall be eligible for third (3rd) weekend premium until such time the Employee receives a weekend off or accepts an offer under Article 26.17 b) or 26.17 c) as above.

26.17 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 1/2) 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 26.19 – 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.

26.18 Call Back Transportation

Employees who are called back to work outside their normal hours of work and who are required to use their own mode of transportation shall be paid in accordance with Article 36.02 - Transportation.

26.19 Phone Calls After Hours

An Employee who, after they have left their 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 their 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.

26.20 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.

ARTICLE 27 – DESIGNATED HOLIDAYS

27.01 Designated Holidays

The Employer recognizes the following as designated holidays:

New Year's Day	Saskatchewan Day
Easter Sunday	Good Friday
Labour Day	Thanksgiving Day
Victoria Day	Canada Day
Remembrance Day	Christmas Day
Boxing Day	Family Day (3 rd Monday in February)
National Day for Truth and Reconciliation	

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.

27.02 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 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.

27.03 Christmas or New Years 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.

27.04 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, 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, 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 26.09 – 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 working 1950 hours shall be paid bi-weekly on all straight time pay, a premium of **4.9%** in lieu of the designated holiday.
- d) 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.

27.05 Scheduling on Designated Holidays

Notwithstanding Article 27.03 – Christmas or New Year’s Day Off, when the Employer 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.

27.06 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, they shall be granted an additional day off as part of their 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.

27.07 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 27.06 a).

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

Subject to Article 26.02, 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.

ARTICLE 28 – VACATIONS

28.01 Definition

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

Vacation credits are allocated on the unearned basis as follows:

- a) Full-time employees – the total vacation entitlement for the current fiscal year shall be credited to the Employee on April 1st of each year.
- b) Part-time Employees – the pro-rated vacation entitlement for the current fiscal year, based on the percentage of the position occupied shall be credited to the Employee on April 1st of each year.

Additional hours worked beyond the position occupied, shall be accrued and credited to the Employee on April 1st of the following year. This allows new Employees, following the fiscal year of employment or after March 31, 2000 for existing Employees to receive up to full-time vacation entitlements annually.

- c) Casual Employees – shall be paid out vacation credits bi-weekly at the appropriate percentage rate based on years of service.

28.02 Time Off and Pay for Annual Vacation

Vacation credits shall be provided to employees on an unearned basis, at the beginning of the vacation year as follows:

- a)
 - i) During the first (1st) and subsequent years, including the third (3rd) year of continuous employment:

earn fifteen (15) days off (or one hundred and twelve point five (112.5) hours per year)
 - ii) During the fourth (4th) and subsequent years of continuous employment, including the fourteenth (14th) year of continuous employment:

earn twenty (20) days off (or one hundred and fifty (150) hours per year)
 - iii) During the fifteenth (15th) and subsequent years of continuous employment, including the twenty-fourth (24th) year of continuous employment:

earn twenty-five (25) days off (or one hundred and eighty-seven (187.5) hours per year)
 - iv) During the twenty fifth (25th) and subsequent years of continuous employment:

earn thirty (30) days off (or two hundred and twenty-five (225) 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 28.02 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.

28.03 Posting of Annual Vacation Credits

Projected accumulated vacation credits for all Employees shall be posted February 15th of each year and will be subject to verification.

28.04 Posting Vacation Schedule

The Employer 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 15th. After this date, vacation dates shall be governed on a first-come basis. Employees who do not request annual vacation before March 15th shall forfeit their right to use seniority.

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

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 shall confirm in writing, to the Employee, the granting of their request within seven (7) calendar days. Should the Employer fail to respond to the request in writing, the request shall be deemed granted.

28.05 Broken/Unbroken Vacation Period

An Employee shall be entitled to receive their entire vacation in a broken or unbroken period as mutually agreed upon between the Employee and Employer.

28.06 Vacation Pay on Termination or Retirement

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

28.07 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 for carry over a maximum of one (1) week (37.5 hours) of the entitlement to the following year. Special requests for enhanced carry-over will be dealt with on an individual basis, at the discretion of the Employer. Such requests shall not be unreasonably denied. In order to receive

consideration, requests for carry-over must be submitted in writing by December 31st, and will be based on operational requirements. All such requests will be responded to within thirty (30) days of receipt.

28.08 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 27.06 – Additional Day Off.

28.09 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 canceling 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 their 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.

28.10 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.

28.11 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 29 - LEAVES OF ABSENCE

29.01 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 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.

29.02 Leave Without Pay for Union Business

- a) Except in extenuating circumstances, the Employer agrees that on at least forty-eight (48) hours notice in writing leave of absence shall be given to any designated Employee for the purpose of conducting union business, however, where Union business is regularly scheduled, the official will advise the Employer as soon as they are aware.
- b) The Employer 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 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 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 share of Canada Pension contributions;
 - iii) Employer's share of Employment Insurance premiums;
 - iv) Employer's share of Pension contributions or equivalent;
 - v) Employer's share of Group Insurance premiums;
 - vi) Employer's share of Disability Income contributions;
 - vii) Employer'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 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 29.02 (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 shall provide reasons in writing to the Local of the Union.

29.03 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. Such leave shall only be in conjunction with the 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 29.02.

29.04 Leave of Absence for Full-Time Union or Public Duties

- 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.

29.05 Bereavement Leave

Upon request, on the death of a family member, as herein defined, an Employee 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, step child, fiancé and 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 or 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 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.

29.06 Leave for Serious Illness

Where an Employee has primary care responsibilities, they shall be granted leave with pay for the serious illness of a member of the immediate family as defined in Article 29.05 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.

29.07 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 29.05 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.

29.08 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.

29.09 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. Such time off will be deducted from the Employee's sick leave accumulation and shall not exceed twenty-four (24) working hours per year.

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

29.10 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 shall dismiss, or layoff, an Employee solely because she is pregnant or has applied for leave in accordance with subsection a) above.

c) With fourteen (14) day's 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.

29.11 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.

29.12 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 shall be the difference between the Employee's normal salary and the indemnity (exclusive of travel and sustenance) paid by the court.

29.13 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 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 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. 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 concerned.

When the Employer 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.

29.14 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.

29.15 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 29.01), education leave (Article 29.13), or parental leave (Article 29.10) must be forwarded to the Employer fourteen (14) days prior to the date of the return to work or expiration of a leave.

29.16 Leave for Victims of Family Violence

Every employee is entitled to and shall be granted a leave of absence from employment of up to 10 days in every calendar year, to:

- seek medical attention for themselves or their child in respect of a physical or psychological injury or disability
- obtain services from an organization which provides services to victims of family violence
- obtain psychological or other professional counselling
- relocate temporarily or permanently
- seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding

If the employee has completed 3 consecutive months of continuous employment with the employer, the employee is entitled to the first 5 days of the leave with pay at their regular rate of wages for their normal hours of work. The employer may request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

ARTICLE 30 - SICK LEAVE

30.01 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*.

30.02 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.

30.03 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.

30.04 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.

30.05 Proof of Illness

An Employee may be required to produce a certificate from a medical practitioner for any illness certifying that they were unable to carry out their duties due to illness. Such certificate shall be requested during the illness.

30.06 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 their 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.

30.07 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 their existing job as it is;
- ii) If the Employee cannot, then determine if the Employee can perform their existing job in a modified form;
- iii) If the Employee cannot, then determine if they can perform another job in its existing form;
- iv) If the Employee cannot, then determine if they 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 their 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.

30.08 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 Worker's 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 their 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.

30.09 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.

ARTICLE 31 – TUBERCULOSIS COMPENSATION

31.01 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 All Nations' Healing Hospital 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.

31.02 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 36.02 – Transportation.
- 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.

31.03 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 they were 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.

31.04 Duration of Compensation

Such compensation shall be paid until the Employee is declared fit for work by a physician at TB Prevention and Control Saskatchewan.

31.05 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 their employment;
 - iii) who has a positive tuberculin test and refuses to take a chest x-ray every two (2) years during the terms of their employment;
 - iv) who refuses to conform to the treatment plan prescribed by a qualified Tuberculosis specialist or designated General Practitioner; and
 - v) who fails to provide a written report or certificate from TB Prevention and Control Saskatchewan every three (3) months.

31.06 Sick Leave Credits

An Employee absent from duty due to the contracting of Tuberculosis under circumstances above, shall not have such absence charged against sick leave allowed under Article 31, except as provided under Article 31.02.

ARTICLE 32 – WORKERS’ COMPENSATION

32.01 Workers’ Compensation

When an Employee is injured in the performance of their 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 their total gross earnings, inclusive of the Workers’ Compensation Board payments, less an amount equal to their 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 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 SAHO 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 33 – PAYMENT OF WAGES

33.01 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 they are demoted.

33.02 Payment of Wages

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

33.03 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 their wages, overtime and other supplementary pay and deductions.

33.04 Any Shortages in Pay

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

33.05 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 34 – INCREMENTS

34.01 Increments

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

ARTICLE 35 – BENEFITS

It is agreed between the parties to the Collective Agreement that the following benefits shall be provided:

35.01 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:

i) Definition of Disability

Disability will be defined as the inability of the Employee to perform the duties of their own occupation. After twelve (12) months of benefit payment, (effective January 1st, 1987 after twenty-four (24) months of benefit payment), the definition changes to the inability of the Employee to perform any occupation for which they are reasonably fitted by training, education or experience.

ii) 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.

iii) Recurring Disability

Where an Employee has been receiving benefit from the Plan and has returned to work, should they subsequently become disabled within six (6) months from the same cause which created their

original disability, they will not have to serve one hundred and nineteen (119) consecutive calendar days waiting period again before benefits recommence.

iv) 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.

v) 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 1st, 1974 and June 30th, 1978 inclusive, a period of three (3) months.
- b) After June 30th, 1978, a period of six (6) months.
- c)
- d) The Union shall be notified by mail of any such cases that become apparent within two (2) weeks.

vi) Medical Questionnaire

If an Employee fails to enrol in the plan within thirty one (31) days after the date they becomes eligible to do so, they must complete a medical questionnaire for approval by the Plan Administrator.

vii) Disabilities Excluded

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

- a) For which the member is not under continuing medical supervision and treatment considered satisfactory by the Board;
- b) Caused by intentional self-inflicted injuries or self-induced illness while sane or self-inflicted injuries while insane;

- c) From bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country or participation in a riot;
- d) 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;
- e) 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 30th, 1978 and is applicable to Long Term Disability benefits only;
- f) 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;
- g) 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.

h) **Recommencement of Waiting Period**

If the Employee returned to work during the one hundred and nineteen (119) consecutive calendar days waiting period, they will not be required to recommence the waiting period, unless the return to work has been more than ten (10) working days.

i) **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.

j) **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.

k) **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.

l) **Pension Credits on Disability Income Plan.**

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

m) **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.

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

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

35.02 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 9th, 1985.

35.03 Group Life Insurance

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

35.04 Pension Plan

The Employer agrees to participate in the Saskatchewan Healthcare 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.

35.05 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 36 – GENERAL

36.01 Indemnity

The Employer 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 their employment with the Employer.

36.02 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 in accordance with the adjusted transportation rate (either increased or decreased) to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI) with a minimum of three dollars and fifty (\$3.50) cents per round trip. SPTI shall be reviewed every three (3) months and adjustments shall be made to the transportation rate accordingly.
- b) 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.

36.03 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 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.

36.04 Uniforms

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

36.05 Union Office

The Employer 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.

36.06 Bulletin Boards

The Employer shall provide bulletin board(s) which shall be placed so that all Employees will have ready access to them and upon which the 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.

36.07 Tools and Equipment Supplied

The Employer shall supply, maintain and/or replace all tools and equipment which it deems necessary to Employees in the performance of their duties.

36.08 Reimbursements for Expenses

The Employee will be reimbursed for all substantiated expenses (where possible) incurred while performing required duties on behalf of the Employer. This includes, but is not limited to, reimbursement for work-related long-distance telephone calls, fax transmissions, postage, stationary and incidental parking. The Employer further agrees to assume the cost of dry cleaning of personal apparel for unforeseen work related occurrences.

Reimbursement for expenses shall be made to Employees within thirty (30) calendar days of receipt of the complete request.

36.09 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, they shall not perform such duties.

This provision shall not preclude the application of Article 21.05 – Temporary Performance of Higher Duties.

36.10 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.

ARTICLE 37 – NEW PROVISIONS

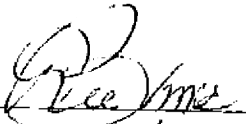
37.01 All provisions agreed upon are effective the date of signing of the Collective Agreement unless specified otherwise.

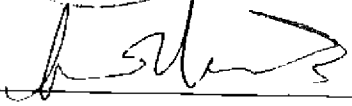
ARTICLE 38 - TERM OF AGREEMENT


38.01 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.

WITNESS WHEREOF, the parties signatory hereto have caused these present to be executed on the 27 day of **May, 2022**.

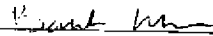
SIGNED ON BEHALF OF
ALL NATIONS' HEALING HOSPITAL

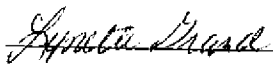






SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3404





WAGES & TERM

April 1, 2022 – 2%

Term ending March 31, **2023**.

RETROACTIVITY

All employees on staff as of the date upon which the parties exchange notice of ratification by their principles on the terms of the Collective Agreement shall be eligible for retroactive wage adjustments based on all paid hours with the Employer to this Collective Agreement.

Employees who have retired from the Employer shall be eligible for the 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, **2022** and is unable to maintain employment and is not on staff as of the date upon which the parties exchange notice of ratifications by their principles on the terms of the Collective Agreement, shall be eligible for retroactive wage increases based on all paid hours up to and including the date of lay-off.

The estates of employees who have passed away on or after April 1, **2022** are eligible for retroactivity. The estate of the employee must contact the Employer and apply for such retroactivity.

CUPE/All Nations' Healing Hospital Wage Schedule
Appendix A Rates of Pay – effective April 1, 2022: 2.00%

Environmental/Laundry/Food Services Supervisor (Pay Band 14)

Increments	1	2	3
Wage Rates	30.73	31.82	32.88

Head Cook (Pay Band 13)

Increments	1	2	3
Wage Rates	27.99	29.02	30.00

Cook (Pay Band 12)

Increments	1	2	3
Wage Rates	23.17	23.97	24.84

Food Services Worker (Pay Band 6)

Increments	1	2	3
Wage Rates	19.52	20.21	20.88

Environmental Services Worker (Pay Band 5)

Increments	1	2	3
Wage Rates	18.89	19.56	20.24

Laundry Services Worker (Pay Band 5)

Increments	1	2	3
Wage Rates	18.89	19.56	20.24

LETTER OF UNDERSTANDING #1
BETWEEN
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS (SAHO)
AND
ALL NATIONS' HEALING HOSPITAL
AND
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)

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.

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, they 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 them 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, they 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 lay-off) as negotiated by the parties.
- c. Outstanding Bundling Issues

If the Union and the Employer cannot agree on outstanding bundling issues during negotiations over same, the matter may be referred to a mutually agreed-upon

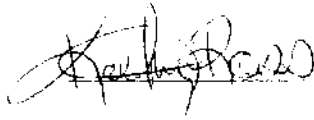
classification adjudication process. Where the parties cannot agree to a sole Adjudicator, an alternate mutually agreed to process will be established. The cost of the Adjudicator and any other common expenses (i.e. room rental) shall be shared equally by the Parties.

d. "300" Series Classifications and Jobs in Dispute

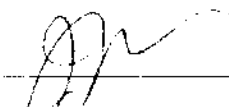
Employees in classifications that are on the outstanding bundling issues list or in dispute and those in the 300 series classifications, that flowed from the original reconsideration process, shall receive retroactive pay back to April 1st, 2003 and shall include the lump sum payment (April 1st, 2001 to March 31st, 2003) where applicable. Retroactivity and any legal recovery of monies will be in accordance with the April 5th, 2004 Implementation Agreement.

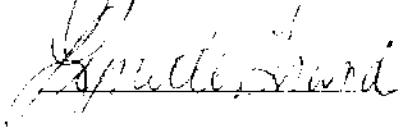
The parties hereto have affixed their signatures this 22nd day of January A.D. 2020

On behalf of the Canadian Union
Of Public Employees Local 3404



Barbara





On behalf of the All Nations'
Healing Hospital

