

CUPE / Canadian Union
of Public Employees

COLLECTIVE AGREEMENT

BETWEEN

**THE CO-OPERATIVE
HEALTH CENTRE**

AND

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3963**

April 1, 2022– March 31, 2023

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ARTICLE 1 – PURPOSE OF AGREEMENT

It is the purpose of both parties to this Agreement:

- a) To improve relations between the Employer and the Union and provide settled and just terms and conditions of employment.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment.
- c) To encourage efficiency and safety in operations.
- d) To promote the morale, well-being and security of all employees and a positive working relationship between the employees and the Employer.
- e) To provide a favourable environment for Employment Equity at The Co-operative Health Centre.

ARTICLE 2 – DEFINITIONS

In this Agreement the expression:

- a) "Employer" shall mean The Co-operative Health Centre.
- b) "Employee" or "employees" shall mean any employee covered by this Collective Agreement.
- c) "Permanent employee" shall mean any employee who has passed their probationary period, is retained in the employ of the Employer, and includes full-time and part-time employees.
- d) "Full-Time" shall mean any employee whose normal annual hours of work are as defined in Article 16.01 – Hours of Work, Article 16.02 – Alternative Work Arrangement or Article 16.03 – Flexible Hours of Work.
- e) "Part-time employee" shall mean any Permanent employee who works less than full-time on a regularly scheduled basis.
- f) "Casual employee" shall mean any employee who works on a call-in basis and who is not regularly scheduled on a continual basis.
- g) "Probationary employee" shall mean any newly hired employee who has not passed the probationary period.
- h) "Temporary employee" shall mean any employee who works in a position for a fixed period of time of ninety (90) or more days.

- i) Whenever the singular is used in the Agreement, it shall be considered as if the plural has been used, as required.
- j) The word "day" shall mean a calendar day unless otherwise specified.
- k) "Fiscal year" shall be regarded as April 1 to March 31.
- l) "Working days shall mean the number of paid days in a month, including statutory holidays.
- m) The word "month" shall mean calendar unless otherwise specified.
- n) "Prorata" shall mean prorated according to the number of hours worked in a given period, as a proportion of full-time hours.
- o) "Shift" shall mean a maximum of eight (8) hours, exclusive of mealtime and inclusive of two (2) fifteen (15) minute rest periods.
- p) "Float position" is a term used to identify positions that support a number of departments on a day to day basis as required by workload and staffing levels. A "float" may also be used to cover emergent staff shortages.

ARTICLE 3 – UNION RECOGNITION AND NEGOTIATION

3.01 Recognition

The Employer agrees to recognize the Union as the sole collective bargaining agent for the employees covered by this Agreement, and hereby consents and agrees to negotiate with the Union, or its designated representatives, in any and all matters affecting the relationship between the Employer and the employees. The Employer also agrees that the Union may have the assistance of a Representative of the Canadian Union of Public Employees in any negotiations or discussions between the parties to this Agreement.

3.02 Scope

This Agreement shall apply to all employees employed by The Co-operative Health Centre within the province of Saskatchewan, except the:

- Executive Director
- Executive Assistant
- Director of Program Services and IT Support
- Director of Clinical Programs and Services
- Director of Client Programs & Services
- Director of Support Services
- Director of Finance
- Medical Practitioners
- Independent Contractors while providing contract services

3.03 Work of The Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit except:

- a) In cases mutually agreed upon in writing by the Employer and the Union.
- b) In emergency situations of five (5) days or less in duration.
- c) When orientation and continuing education for employees is provided by the Employer.

3.04 Volunteers, Students and Bursary Recipients

No position within the scope of this Bargaining Unit will be displaced wholly or in part by any volunteer, student or bursary recipient except in cases mutually agreed upon in writing by both parties. The use of volunteers, student activity or bursary recipients will not be precluded providing they are over and above regular staffing components. The Employer will notify the Union prior to the use of any volunteer, student or bursary recipient in the workplace.

3.05 No Other Agreements

- a) No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Agreement.
- b) The Union shall have the right to attend any management meeting with employees concerning matters affecting the relationship between the Union and the Employer.

3.06 Right of Fair Representation

- a) Any employee that feels uncomfortable during a meeting with management has the right to stop the meeting and get assistance from a Local 3963 Union Steward before proceeding with the meeting. This also applies when the employee has reasonable concerns that disciplinary action may result.
- b) The Union shall have the right to have the assistance of a National Representative of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives/advisors shall have access to the Employer's premises in order to deal with any matters arising out of this Agreement. The Union shall provide advance notice of attendance at the Employer's workplace.

3.07 No 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 or enhance the quality of health services provided.

Before any work is contracted out, Management will discuss its intentions with the Union. In such discussions, the Employer will fully disclose its reasons for the tentative decision to contract or sub-contract such work and give the Union an opportunity to suggest ways which the work might otherwise be performed. In the event the Employer's actions are disputed, prior to any contracting out, the dispute will be forwarded to the arbitration process for settlement.

In the case of existing contracts, providing the Union can establish that 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.

When contracting out of Bargaining Unit work is required the Employer will ensure no full-time or part-time employee with five (5) or more years of seniority will be laid off as a result of contracting out.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Management Rights

The Union recognizes it is the right of the Employer to exercise the regular and customary function of the Employer to direct the working forces, subject to the terms of this Agreement.

ARTICLE 5 – DURATION OF AGREEMENT

5.01 This Agreement shall be effective from the 1st day of April, 2022 and shall remain in force until the 31st day of March, 2023 and thereafter from year to year but, either party may, not less than sixty (60) days nor more than one-hundred and twenty (120) days before the expiry date of the Agreement, give notice in writing to the other party to negotiate a revision thereof.

5.02 The printing of the Collective Agreement will be cost-shared equally by the parties.

ARTICLE 6 – UNION SECURITY, DUES CHECK OFF

6.01 Union Membership

a) Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment. Every

new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of their employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of their employment. Any employee in the appropriate Bargaining Unit who is not required to maintain their membership or apply for and maintain their membership in the Union shall, as a condition of their employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

- b) The Employer agrees to include within the general orientation process a Union representative for a maximum of thirty (30) minutes for the purposes of acquainting new employees with the Union and providing a copy of the Agreement and a description of how it works.
- c) All other employees covered by this Agreement shall, within thirty (30) days of employment, as a condition of continued employment, pay the union dues, fees and assessments of the Union.

6.02 Dues Check-Off

The Employer agrees that upon written request by the Union, accompanied by signed authorization cards, monthly dues shall be deducted for and on behalf of all employees who are members of the Union, and such monies shall be paid each month not later than the tenth (10th) day following such deductions, accompanied by a list of names of all employees for and on behalf of whom such deductions have been made. The monthly dues will be remitted to CUPE National with the balance paid to the Treasurer of the Union.

ARTICLE 7 – NON-DISCRIMINATION

7.01 Non-Discrimination

The Employer and Union agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, benefits (except Superannuation, as limited by statute), training, up-grading, up-dating, promotion, transfer, lay-off, recall, discipline, discharge, any other terms and conditions of employment outlined in this Agreement, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence, disability, nor by reason of their membership or activity in the Union.

ARTICLE 8 – HARASSMENT

8.01 Harassment

The Employer and Union agrees that no form of harassment shall be allowed in the workplace or work-related situations. The Employer agrees to take prompt measures to deal with allegations of harassment of any of its employees or by any of its employees. The Union and the Employer expect that all Co-operative Health Centre Directors, Physicians, independent contractors and Union members will conduct themselves in a manner that is respectful of the rights of others. Performance review, work assignments and the implementation of disciplinary actions are not intended to be forms of harassment.

a) Sexual Harassment

Sexual harassment is behaviour related to sexuality which a reasonable person ought to have known would be unwelcome. It offends, humiliates, is coercive and one-sided. It is deliberate, unsolicited and is unwelcome. It may be verbal, non-verbal or physical. It may be one incident or a series of incidents.

Sexual harassment may include: threat of reprisal if one does not comply with sexual favours; verbal abuse, unwelcome remarks, jokes, innuendoes or taunting about a person's clothing, body or sexual activities; stalking; displaying offensive material; unwelcome invitations or requests, whether indirect or explicit, to engage in behaviour of a sexual nature; gender based insults or taunting; or physical contact such as patting, pinching, suggestively touching another body, and physical assault.

b) Personal Harassment (Bullying)

Personal harassment is sometimes referred to as bullying. It includes any inappropriate conduct, comment, display, action or gesture by a person that:

- Adversely affects a worker's psychological or physical well-being;
- The perpetrator knows, or should know, would cause the worker to be humiliated or intimidated; and
- Constitutes a threat to the health and safety of a worker.

Typically, personal harassment involves repeat occurrences. A single incident may also constitute personal harassment if serious or severe and is shown to have a lasting harmful effect on a worker.

Personal harassment may include:

- Verbal or written abuse or threats;
- Insulting, derogatory or degrading comments, jokes or gestures;
- Personal ridicule or malicious gossip;
- Malicious or unjustifiable interference with another's work;
- Work sabotage;

- Refusing to work or co-operate with others; or
- Interference with, or vandalism of personal property.

c) What is Not Harassment

Day-to-day management or supervisory decisions are not considered to be harassment even if they sometimes involve unpleasant consequences. These include:

- Work assignments;
- Job assessments and evaluations;
- Workplace inspections;
- Implementation of appropriate dress codes; and
- Disciplinary actions.

Managerial actions must be carried out in a manner that is reasonable and not abusive.

8.02 Procedure

In compliance with *The Saskatchewan Employment Act*, the Employer will ensure a policy is developed, in consultation with the Occupational Health and Safety Committee, to address harassment and bullying, including prevention, management, reduction of causal factors and provision of support to the employees.

ARTICLE 9 – LABOUR MANAGEMENT RELATIONS

9.01 Representatives

The Union will supply the Employer with the names of its officers and members who sit on workplace committees. Likewise, the Employer shall supply the Union with a list of its supervisory personnel who sit on workplace committees and with whom the Union may be required to transact business.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed by the Union and consist of not more than six (6) members of the Union. The Union shall advise the Employer of the Union members on the Committee.

Representatives of the Union shall not suffer any loss of pay or benefits for work time involved in negotiations with the Employer. Any Union representatives in excess of four (4) who attend a bargaining meeting shall be at the expense of the Union.

The Union shall be responsible for any loss of pay related to any proposal preparation. The Employer shall be responsible for all time spent in contract negotiations.

9.03 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions including Joint Management Committee work, the investigation and processing of grievances, attendance at meetings with the Employer and participation in negotiations. Permission to leave work during working hours for such purposes shall first be obtained from their Director. Such permission shall not be unreasonably withheld. Union officers, committee members, and for arbitration two (2) Union appointees one of whom will be the grievor, shall not suffer loss of pay or benefits for time spent on such duties.

ARTICLE 10 – NOTICE OF BOARDS AND CORRESPONDENCE

10.01 Notice Boards

It is agreed that the Union may install notice boards in suitable locations agreed upon by the parties and accessible to the employees for the purpose of posting notices of interest to the Union. Such notice boards shall be in keeping with the general furnishings.

10.02 Union Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or designate and the Recording Secretary of the Union, or the CUPE National Representative, with a copy to the Recording Secretary of the Union.

A copy of any correspondence between the Employer or their designate and any employee in the Bargaining Unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Recording Secretary of the Union or their designate with the exception of harassment in accordance with Article 8.

10.03 Employee Correspondence

Employees are responsible to provide the Employer with their current address and contact information. Where employees are provided correspondence under any of the provisions contained herein, such notice shall be deemed served within fourteen (14) days of being postmarked whenever the employee fails to provide a current address for service.

ARTICLE 11 – DISPUTE RESOLUTION PROCESS

11.01 Definition of a Grievance

A grievance is defined as a difference arising between the parties respecting the interpretation, application or alleged violation of this Agreement or any statute or law.

11.02 Grievance Committee

The Union shall submit, in writing to the Employer, the names of the members of its Grievance Committee and of any subsequent changes.

11.03 Permission to Leave Work

Prior to leaving the work area, both the employee and the Union representative shall request permission from their Director or designate to leave work temporarily, in order to discuss a complaint with the Union representative within the facility or agency. Neither the employee nor the Union representative shall suffer loss of wages as a result of the meeting. Suitable arrangements for an appropriate time and location for such discussion must be made with the Director or designate concerned. Such discussion shall take place as soon as reasonably possible.

11.04 Informal Discussion

It is understood that before a grievance is submitted at the First Step, the employee and the Union shall attempt to resolve the dispute through discussion with their Director. The discussion shall take place within fourteen (14) days of discovery of cause for complaint. If the matter is not settled to the Union's satisfaction, the Union may proceed to the First Step of the grievance procedure.

11.05 First Step – Grievance to Director or Designate

Within fourteen (14) days of the informal discussion (as per Article 11.04), the Union may submit a written and signed grievance to the Director or designate setting out the following:

- a) The nature of the grievance and the circumstances out of which it arose.
- b) The remedy or correction the Employer is requested to make.

The Director or designate shall discuss the grievance with a Union Grievance Committee member within seven (7) days of receipt of the grievance and shall render a written decision within seven (7) days thereafter.

11.06 Second Step Grievance to Executive Director

Failing satisfactory resolution of the grievance at the First Step, a Union Grievance Committee member shall refer the matter to the Executive Director in writing within seven (7) days of having received the decision of the Director or designate.

The Executive Director shall discuss the grievance with a Union Grievance Committee member within seven (7) days of receipt of the grievance and shall render a written decision within seven (7) days thereafter.

11.07 Suspension and/or Dismissal

Grievances arising from suspension and/or dismissal shall be initiated at the Second Step and shall be processed in accordance with the procedures outlined in this Article.

11.08 Procedural Timeliness

It is the desire of both the Union and the Employer to resolve grievances in a manner that is just and equitable and it is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. It is clearly understood that time limits established herein are for the sake of procedural orderliness.

Should either the Union or the Employer fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

11.09 Extension of Time Limits

The time limits set out above may be extended by the mutual consent of the Union and the Employer in writing.

11.10 Alternate Dispute Resolution

The Union and Employer may agree to the Grievance Mediation Process or any other dispute resolution mechanism with a view to resolving the dispute.

11.11 Referral to Arbitration

Failing satisfactory settlement of the grievance at the Second Step, the matter may be referred to Arbitration by the Union within twenty-eight (28) days of the rendering of the written decision.

11.12 General Application or Interpretation

Where a dispute involves a question of a general application or interpretation of the Agreement which may affect more than one employee or the Union, the Union may begin at the second step of the grievance procedure.

ARTICLE 12 – ARBITRATION

12.01 Board of Arbitration

- a) The Board of Arbitration shall consist of one (1) member appointed by the Union, one (1) member appointed by the Employer, and a Chairperson, jointly named by the two members so appointed.
- b) When a grievance is submitted to arbitration, the request shall be made in writing to the other party of the Agreement, indicating the name of its nominee on an

Arbitration Board. Within ten (10) days thereafter, the other party shall answer in writing indicating the name and address of its appointee to the Arbitration Board.

- c) Where the appointees of the parties fail to agree, within sixty (60) days of their appointment, on the appointment of a Chairperson either party may request the Chairperson of the Labour Relations Board to make the third member appointment.
- d) By mutual agreement, the parties may create efficiencies and expedite the arbitration procedure by referring the grievance to a single arbitrator. Where so agreed, the single arbitrator shall resolve the grievance in accordance with the provisions and rules contained herein.

12.02 Board Procedure

- a) In the absence of any stipulation to the contrary contained in this Agreement, the Arbitration Board shall, in making a decision, give effective recognition to what is just and reasonable in the circumstances of the case.
- b) The Arbitration Board shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.

12.03 Decision of the 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. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.

However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

12.04 Expenses of the Board

Each party shall pay:

- a) The fees and expenses of the nominee it appoints.
- b) One-half (1/2) of the fees and expenses of the Chairperson.

ARTICLE 13 – SENIORITY

13.01 Accumulation of Seniority

Seniority is defined as the length of service in the Bargaining Unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a Bargaining Unit-wide basis.

Seniority shall be accumulated in hours calculated from the date the employee last entered the service of the Employer. An employee shall earn seniority for:

- a) All actual hours worked excluding overtime.
- b) Lieu time hours taken.
- c) Vacation (or vacation pay out converted to hours for Casual employees).
- d) Statutory Holidays (or Statutory hours converted to hours).
- e) All paid leaves.
- f) Any authorized unpaid leave up to six (6) months at one time.
- g) Time off while receiving benefits under *The Workers' Compensation Act*.
- h) Maternity Leave.
- i) Parental Leave.
- j) Adoption Leave.
- k) Time off while receiving benefits under the Long-Term Disability Plan.
- l) Leave granted under Article 25.03 – Union Leave.
- m) Leave granted for education.
- n) Return to Work as per Article 30.

In the case of part-time and Casual employees on authorized unpaid leaves up to six (6) months at a one time, maternity, adoption, parental leave, Workers' Compensation or long-term disability, seniority shall accrue based on the following formula:

$$\frac{\text{Hours of seniority accumulated the previous 52 weeks}}{52} = \text{seniority hours per week of leave}$$

13.02 Seniority List

The Employer shall maintain a quarterly seniority list showing the date upon which each employee's service commenced and the hours accrued. A seniority list shall be posted no more than fifteen (15) days after it is compiled; April 15, July 15, October 15, and January 15. Two (2) copies will be sent to the Union. One copy will be sent to each Director. Such lists shall be posted on the Union notice boards.

On presentation by a Union Steward of proof of error, a correction shall be made immediately. Copies of the corrected seniority list shall be sent to the Union.

13.03 Loss of Seniority

An employee shall only lose their seniority in the event:

- a) The employee is discharged for just cause and is not reinstated.
- b) The employee voluntarily retires or resigns in writing from their position(s) with The Co-operative Health Centre and does not withdraw the resignation within two (2) days. If rehired within three (3) months for any position, including Casual employment, their seniority at the time of resignation will be reinstated.
- c) With respect to Casual employees, the employee has not worked for a period of three (3) months exclusive of approved leaves of absence, sick leave, WCB or LTD, unless mutually agreed otherwise provided they have been offered at least one (1) shift. It is understood that a Casual employee must maintain availability for at least fifteen (15) working days in each three (3) month period.
- d) The employee fails to return to work within fourteen (14) days after being notified by Registered Mail to report following a lay-off, unless the employee can give the Employer good and sufficient reason for such failure to report within the time prescribed.
- e) The employee is continuously laid-off in excess of two (2) years.

Such employees will be informed by mail of their loss of seniority with a copy to the Union.

ARTICLE 14 – VACANCIES AND NEW POSITIONS

14.01 Job Postings

When:

- a) A vacancy is to be filled, or;
- b) A vacancy of a temporary nature of ninety (90) or more days is to be filled, or;

c) A new position is created and approved by Joint Job Evaluation (Article 17), then; the Employer shall post notice of the position on designated bulletin boards for a minimum of seven (7) days, so that employees may make written application within the posted period. The notice of the position shall be posted simultaneously in the Canwood Health Centre.

Postings must be reviewed by a member of the Local Executive at least twenty-four (24) hours prior to posting. A copy of the posting shall be forwarded to the Recording Secretary of the Union. The Employer shall provide to the Recording Secretary of the Union a copy of each appointment letter.

If the Employer determines a vacant permanent position shall not be filled the Union shall be notified.

14.02 Information in Job Postings

a) Job postings shall include:

- i) Job classification and status;
- ii) Necessary qualifications and definition of equivalent combination of education, training and experience;
- iii) Pay grade;
- iv) Number of hours of work and how they are scheduled;
- v) Facility/agency;
- vi) Date of posting;
- vii) Probable date of commencement of position; and
- viii) Access to job description.

b) All employee appointments shall be confirmed in writing by a Letter of Appointment.

The letter of appointment shall contain the following information:

- i) Job classification;
- ii) Hours of work and how scheduled; and
- iii) A form with respect to unavailability for Casual work for part-time and Casual employees to be completed by the incumbent and returned to the Director within one (1) week of acceptance of the position.

14.03 No Outside Advertising

Where the Employer identifies to the Union a difficulty in recruiting, simultaneous advertising shall be initiated. Internal applicants having the necessary qualifications shall be given priority.

14.04 Interview Process

The hiring or promotions of all employees shall be the responsibility of the Employer. The Director will utilize the knowledge and expertise of an employee to assist in the assessment of qualifications and abilities, as deemed necessary.

14.05 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- a) The principle of promotion within the service of the Employer.
- b) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority provided the employee(s) possess the required qualifications and necessary abilities to perform the work available.

However, when the Employer recognizes the necessary ability for a position has been demonstrated by the senior applicant, but the senior applicant lacks the required qualifications as outlined in the job description, the following shall apply. Subject to all legal and recognized certification requirements, where the senior applicant has been actively enrolled and participating in a program to achieve the qualifications as established in the job description and will be able to meet all qualifications within ninety (90) days, then the senior applicant will be awarded the position.

It is incumbent that all employees include all qualifications, certifications and licensing with their application for a posted position. If they are not fully qualified as outlined in the job description, they must provide proof of enrolment and specify the approximate date upon which they would be qualified for same.

Notwithstanding the above, upon consultation with the Union, Management reserves the right that in unusual circumstances, they may make exceptions to this process with the Director having the final decision. Employees are encouraged to express their interest in positions they wish to qualify for or transfer to.

The closing date of the job posting shall be the cut-off date for the purposes of determining the seniority of the applicants.

14.06 Temporary Vacancies

When the Employer determines that a temporary vacancy of a duration of ninety (90) or

more days is to be filled, the vacancy shall be posted and filled in accordance with Article 14 subject to the following:

- a) One (1) additional posting shall be required for the position of the employee transferred as a result of the original posting. Subsequent vacancies shall be assigned in Accordance with Article 16.06 – Assignment of Casual Work.
- b) When the temporary vacancy becomes redundant, the employee shall be returned to their former position.
- c) 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.
- d) The Employer agrees to review with 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 a permanent position. No temporary vacancy shall exceed two (2) years and one-hundred and nineteen (119) days without the mutual agreement of the Union and the Employer.
- e) Should a temporary vacancy need to be extended the Director shall provide a written request to the Union.
- f) Should the temporary vacancy become permanent, it shall be posted and filled in accordance with Article 14.01.
- g) An employee shall be able to fill two (2) temporary vacancies (not to exceed full-time hours) where there are no scheduling conflicts.

14.07 Rate of Pay Upon Promotion

The salary of an employee promoted to a position in a higher classification shall be advanced to the rate of pay in the new classification which is next higher than the present rate of pay; or, to the rate of pay which is next higher again if the initial advance of the pay rate of a single step is less than the employee's next normal increment in the old classification.

14.08 Rate of Pay Upon Demotion

The salary of an employee demoted to a position in a lower classification shall be reduced to the rate of pay in the new classification which is next below the employee's present rate of pay.

14.09 Temporary Assignment

The salary of an employee temporarily assigned to a higher paid classification shall be advanced to the rate of pay in the new classification which is next higher than the present rate of pay; or, to the rate of pay which is next higher again if the initial advance of the

pay rate of a single step is less than the employee's next normal increment in the old classification.

An employee required to assume, temporarily, duties of a lower paid position shall continue to receive that rate of pay applicable to the employee's classification immediately prior to such assignment and shall receive any increment due during the period of temporary assignment.

14.10 Statement of Staff Changes

The Employer shall provide a written statement that specifies appointments, promotions, demotion, transfers and separations to be forwarded to the Recording Secretary of the Union within seven (7) days of when the change occurred.

14.11 Probation for Newly Hired Employees

- a) A newly hired employee shall be on probation for a period of twelve (12) weeks if employed full-time or twenty-six (26) weeks if employed other than full-time, from the date the employee commences work.
- b) By mutual agreement 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 in writing to the employee.
- c) During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except with respect to discharge only for reasons of unsuitability. The Union shall be notified in writing of all such dismissals within seven (7) days.
- d) After completion of the probationary period, seniority shall be effective from the original date of hire.

14.12 Trial Period

Current employees, who are transferred, promoted or who successfully apply for a vacancy, shall be considered on trial in their new position for, twelve (12) weeks if employed full-time and sixteen (16) weeks if employed other than full-time following the date of appointment to their new position. During this trial period, the employee may be returned to their former position, if not considered capable by the Employer, or may request to be returned to their originally held position, without loss of seniority and at their former rate of pay. By mutual agreement 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 in writing to the employee and Union.

ARTICLE 15 – RATES OF PAY AND INCREMENTS

15.01 Payment of Wages

- a) Employees shall be paid bi-weekly, by way of automatic payroll deposit. If a regular pay day falls on a statutory holiday or on a day The Co-operative Health Centre is closed, then salaries shall be deposited in employee's bank accounts on the last working day preceding pay day.
- b) On each pay day, the Employer shall provide to each employee an itemized statement showing the period worked, paid overtime hours, gross pay, all deductions and net pay.

15.02 Increments

- a) New employees will start at Step 1 of the increment scale unless otherwise negotiated between the Union and the Employer. Employees shall receive increments in accordance with the applicable Schedule until they have reached the top rate of their classification.
- b) Full-time employees shall be eligible for increments annually from the date of employment of their current position.
- c) Other than full-time employees shall be eligible for increments once they have worked the equivalent of full-time hours (1,950 hours) taking into account the hours worked in all of their current positions.

15.03 Recognition of Previous Experience

Employees commencing employment who have previous experience acceptable to the Employer shall be placed on the salary scale in accordance with the following:

- a) Less than two (2) years of experience – Step 1
- b) Two (2) years of experience in the five (5) years immediately preceding the date of employment – Step 2
- c) Three (3) years of experience in the five (5) years immediately preceding the date of employment – Step 3

ARTICLE 16 – HOURS OF WORK, OVERTIME AND SHIFT DIFFERENTIALS

16.01 Hours of Work

With the exception of employees covered under Article 16.02 – Alternative Work Arrangement and 16.03 – Flexible Hours of Work, the regular hours of work shall not exceed seven and one-half (7 1/2) consecutive hours per (1) day, exclusive of mealtime

and inclusive of two (2) fifteen (15) minute rest periods. Thirty-seven and one-half (37 1/2) hours shall constitute a period of full-time work in any week. Employees shall be entitled to two (2) consecutive days off in each week, whenever possible.

16.02 Alternative Work Arrangement

The Alternative Work Arrangement (AWA) applies to all full-time employees provided they have passed their probationary period with the exception of the following:

- Employees with flexible hours of work, defined by Article 16.03
- Employees on a graduated return to work program or work accommodation with reduced hours

In individual situations or in departments where the Employer is unable to accommodate the request or the AWA is deemed to have a negative impact on client care, efficiency or proves to be ineffective, either party may choose to end the arrangement by providing thirty (30) days' written notice.

a) Hours of Work

The AWA requires an extra thirty (30) minutes per shift to be worked by the employee. Such time must be productive, contribute to expanded service delivery to clients and be effective and efficient.

Employees working an AWA will:

- Work eight (8) hour shifts and be paid for eight (8) hours at regular rates.
- Work one-hundred and twelve (112) hours in a three (3) week period.

The EDO will be an unpaid day off. This will result in a ten (10) day pay period and a nine (9) day pay period.

Overtime rates will apply to hours worked in excess of eight (8) hours in a shift.

b) Earned Days Off (EDOs)

Except in extenuating circumstances, earned days off (EDOs) will be scheduled on either a Monday or Friday unless a different day of the week is requested and can be accommodated. Whenever possible, EDOs shall be consecutive with scheduled days off. In cases of operational emergencies, an employee's EDO may be rescheduled.

Except in circumstances beyond the Employer's control, there should be at least one regular person in each department, which may impact employees' ability to book off Fridays or Mondays in certain service areas.

If the EDO falls on a statutory holiday, the EDO will be rescheduled. If the Monday is a statutory holiday, the EDO will be scheduled for the Tuesday. If

Friday is the statutory holiday, the EDO will be scheduled for Thursday.

An employee who does not work on a statutory holiday shall receive pay equivalent to regular hours of work as defined in Article 16.01 – Hours of Work.

Trading of EDOs will not be permitted unless mutually agreed upon by the Employer and the employees involved. Banking of EDOs will not be permitted.

16.03 Flexible Hours of Work

The hours of work shall be averaged over a four (4) week period, based on the number of working days in that month, multiplied by seven and one-half (7.5) hours per day.

Flexible hours of work shall apply to any position(s) mutually agreed to by the Union and the Employer.

The maximum number of hours worked in a day shall be twelve (12) hours; and the maximum hours worked in a week (Sunday to Saturday) shall be forty-five (45) hours.

Employees in flex positions will mark time over seven and one-half (7.5) hours per day and less than twelve (12) hours per day as flexible time (F). Such time shall be paid at straight time or straight time in lieu.

Employees from these categories shall be able to carry over to the next month a maximum of seven and one-half (7.5) hours of work. Subject to mutual agreement, the maximum number of hours carried over may be increased to twelve (12) hours.

Any additional hours worked beyond those specified in Article 16.01 and Article 16.03 shall be compensated in accordance with Article 16.04 – Overtime.

When an employee is authorized to self-schedule around client events, Article 16.05 Scheduling shall be modified accordingly by the employee. The scheduling of any compensating time off shall be in consultation with the Director.

16.04 Overtime

- a) All authorized time worked in excess of the regular daily hours of work shall be paid for at the rate of time and one-half (1 1/2) the regular rate of wages or time and one-half (1 1/2) in time off in lieu, whichever is the choice of the employee, and such time shall be in consultation with the Director. If overtime is in excess of four (4) hours per week, subsequent time will be paid at double (2) time or double (2) time off in lieu, whichever is the choice of the employee and such time off shall be in consultation with the Director.
- b) An employee who works overtime between the hours of 2400 (midnight) and 0700 hours shall be paid at the rate of double (2x) their regular rate of pay for all hours worked in excess of their regular shift.

- c) Employees who are required to work on their scheduled day(s) off shall be paid two (2) times their regular rate of pay for such day(s) worked.
- d) Employees who are required to work on a statutory holiday shall be paid two (2) times their regular rate of pay in addition to one (1) day off in lieu.
- e) All overtime shall be worked on a voluntary basis.
- f) Any remaining portion of time in lieu of overtime pay as of December 1st of each year shall be paid out by December 31st of each year. Employees in multiple positions will be paid an average hourly rate based on the hourly salaries in their current positions in which they accrued overtime.

16.05 Rest and Meal Periods

- a) Employees working for three (3) hours or more shall be entitled to one (1) fifteen (15) minute break to be taken approximately mid-way through the work period.
- b) Employees working six (6) hours or more shall be entitled to two (2) fifteen (15) minute rest breaks to be taken approximately mid-way through each half of the work day.
- c) Video display operators shall be allowed additional rest periods of ten (10) minutes after every two (2) hours of continuous video display terminal use.
- d) The Employer agrees to provide a staff room in each Health Centre building which will be available to staff for the purpose of breaks.
- e) Each employee is entitled to one (1) unpaid meal period of one (1) hour or one-half (1/2) hour when working a shift of five and one-half (5 1/2) hours (exclusive of meal period) or longer. When required by workload or staffing levels, the Employer may, in consultation with the employee, require and schedule a one-half (1/2) hour meal period.
- f) Rest periods and meal breaks that are not taken as scheduled, due to emergent client or workload situations, will be rescheduled later in the shift whenever possible. Overtime shall only be provided if the rest or meal period cannot be rescheduled and is subject to prior approval by the Director.

16.06 Scheduling

- a) The Employer will post an electronic schedule for all employees, including Casuals. This schedule will be posted at least one (1) week in advance.

The schedule will provide:

- Hours of work
- Location

- Days off

Any changes will be made to the posted schedule as soon as the Employer is aware of the change.

- b) Any employee called in for a Casual assignment shall be given advance notice whenever possible. The employee shall also be informed of the expected duration of the shift prior to its commencement.
- c) Any employee scheduled for Casual work shall be given at least forty-eight (48) hours advance notice of cancellation. Failure to provide a minimum of forty-eight (48) hours' notice of cancellation shall result in the Employer providing to the Casual employee, three (3) hours at the regular rate of pay for the position in which they would have worked.
- d) Part-time and Casual employees who are called in shall not be paid for less than three (3) hours per day at the regular rate of pay for the position in which they work.
- e) Subsequent to May 15 of each year, no changes shall be made to the confirmed hours of work for summer vacation replacement staff who have been notified for the period of June 15 to August 31 except in cases of emergency or where holidays are cancelled by an employee due to extenuating circumstances.

16.07 Assignment of Casual Work

When the Employer determines that Casual work is required, assignments will be made subject to the following conditions:

- a) The Employer will identify the number of employees necessary to provide Casual work in each department. Part-time employees shall be eligible for Casual work providing that combined time worked does not exceed full-time hours or conflict with their permanent position unless otherwise authorized by their Director.
- b) Employees shall indicate in writing to the Employer their desire to perform Casual work in another department. Part-time employees who work in another department will be considered a Casual employee in that department.
- c) It is the responsibility of Casual employees and part-time employees performing Casual work to notify the Directors of their unavailability. Notification must be received by:
 - November 1 for December, January, February
 - February 1 for March, April, May
 - May 1 for June, July, August
 - August 1 for September, October, November

The Director shall deem the employee unavailable should notification not be

received by the required dates. Notice regarding changes in unavailability shall be communicated to the Directors and when reasonably possible shall provide a minimum of one (1) month's notice.

- d) A Casual employee may be regularly scheduled in advance under the following circumstances:
 - i) Replacement of illness or WCB or LTD of less than ninety (90) days
 - ii) Vacation replacement
 - iii) Statutory holiday replacement
 - iv) Leave of absence of less than ninety (90) days
 - v) Other available work which is ninety (90) days or less in duration
- e) The Employer will select Casual employees to each department as required, on the basis of seniority, qualifications, availability, and ability necessary to perform the work. The Employer will give first consideration to current employees prior to hiring from outside the Bargaining Unit.
- f) The Employer will offer Casual work to employees on the Casual list of that department, who have the required qualifications and/or licensing (or have been grandfathered in) for the position, in order of seniority, provided the employee possesses the necessary ability and availability. An available shift shall not be split among employees unless the shift cannot otherwise be filled. Seniority shall be the amount in effect for each employee calculated to the previous month end cut-off.
- g) Any employee called for Casual work, and refuses all work offered within forty-five (45) days, shall be notified in writing that they will not be called for work until they notify their Director as to their availability. A copy of such notice shall be provided to the Union.

16.08 Shift Differential

A shift differential of two dollars and ten cents (\$2.10) per hour in addition to regular pay shall be paid to all employees who work shifts starting before 0700 hours or ending after 1900 hours. Employees who work shift work will be paid the shift differential for all hours for which they work on the complete shift.

- a) A weekend premium of one dollar and eighty cents (\$1.80) per hour in addition to any other shift differential shall be paid to all employees who work shifts of which any part falls between 0001 hours Saturday and 0700 hours Monday. When an employee is receiving overtime pay, weekend premiums will not apply.

16.09 Standby

- a) Standby assignment shall mean a period during which the employee is not on regular duty, and must be available to respond without undue delay to any request to return to duty. The duration of standby will not be less than eight (8) hours.
- b) Employees on standby may make mutual arrangements with other qualified employees to replace them, provided it is agreed to by the Employer in advance. Employees must advise the Employer of such change.
- c) A standby payment for standby assignment shall be paid to each employee so assigned on the following basis:
 - i) \$2.19 per hour on a regular working day
 - ii) \$4.12 per hour on days off and Statutory Holidays

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

16.10 Call-Back Guarantee

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

However, for any call back, which extends beyond the two hours, the overtime rates would apply.

- b) Any employee who is called back to work on a designated holiday or on a scheduled day 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.

16.11 Job Share

- a) Definition

Job Share: is a voluntary sharing of a permanent position by two (2) persons in a structured manner.

Initiator: shall mean the employee who was originally in the permanent position prior to the job share.

Job Sharer: shall mean the employee filling the other part of the position being shared by the Initiator.

b) Initiation and Approval

A Permanent employee shall submit a written request for a job share to the Employer and provide notification of same to the Union. The shared portion of the job share shall be posted according to Article 14.01. Subject to mutual agreement between The Co-operative Health Centre, the Union and the two parties involved, a job share agreement would be signed.

c) Term

Job sharing positions shall run for a minimum term of six (6) months to a maximum term of two (2) years. Job Share Agreements shall be reviewed after a period of two (2) years and shall be renewed if all parties are in agreement. If the Job Share is renewed, the shared position shall be posted as per Article 14.01. The Job Share shall not cost the Employer any additional money.

d) Job Share Agreement

A Job Share Agreement shall be completed for each approved and renewed job share position. This Agreement shall state:

- i) Name of the Initiator
- ii) Job classification and employee status
- iii) Amount of hours the Initiator wishes to job share
- iv) Name of the Job Sharer
- v) Duration of the Job Share Agreement that would be reviewed and/or renewed at the duration of the stated time

The Job Share Agreement may be terminated at any time, prior to the expiry date if the Initiator, the Job Sharer or the Employer provides thirty (30) days written notice of a desire to terminate the Job Share Agreement. The notice to terminate shall be concurrently provided to all parties of the Job Share Agreement. All Job Share Agreements will be completed according to this section of the Collective Agreement.

e) Conditions of a Job Share

- i) The Initiator's hours of work will be reduced by the number of hours determined in the Job Share Agreement. The remaining hours will be assigned to the Job Sharer.
- ii) If and when a job sharing employee is away due to illness, vacation, or approved leave of absence, and a replacement is required, the employee's partner will be given the first opportunity to cover the vacant hours. If it is

not possible for the partner to cover the period of absence, the vacant hours will be filled according to Article 16.06 – Assignment of Casual Work of the Collective Agreement.

- iii) Benefits and seniority during the term of the job share will accrue and expend in accordance with the Collective Agreement.
- iv) In the event a Job Share Agreement is not renewed or is terminated, the Initiator will revert back to the regular hours of the original position and the Job Sharer will revert back to their former employment status or position, if applicable.

ARTICLE 17 – JOB EVALUATION

17.01 Joint Job Evaluation Maintenance Plan (JJEMP)

As of April 24, 2013, it is agreed that all The Co-operative Health Centre (CHC) positions represented in Schedule "A" of the Collective Agreement have been matched to the job descriptions commonly known as the Provider Group Provincial Job Descriptions. In cases where there is not a single agreed to match, more than one Provider Group Provincial Job Description may be used. Job descriptions pertaining to the CHC will be formatted into a site format and will replace all existing job descriptions.

It is further agreed that the former Joint Job Evaluation process become redundant and that all existing and future positions be matched to the Provider Group Provincial Job Descriptions and that the new JJEMP and processes are outlined below.

The JJEMP will be made up of the following Provider Group Provincial documents which will be used for reference purposes only when matching jobs to existing Co-operative Health Centre (CHC) Job Descriptions:

- Abbreviation
- Definitions
- Index – Alphabetical
- Gender Neutral Joint Job Evaluation Manual
- Provider Group – Joint Job Evaluation Process – Ratings; total points; Pay Band Comparison
- Stream Maps

The Joint Job Evaluation Maintenance Committee (JJEMC) working documents adopted from the Provider Group Provincial documents are as follows:

- Job Review Request Form
- Provider Group Joint Job Evaluation changed Job Form/Joint Job Evaluation Job Fact Sheet
- Provider Group Provincial Job Descriptions

- Job Review Form (matching to SAHO provider) – Brad Dale document
- Job Review – Factor definitions and notes to job reviewers – Brad Dale document

17.02 Joint Job Evaluation Maintenance Committee (JJEMC)

1. The parties shall maintain a joint Union/Management Maintenance Committee.
 - a) The Committee membership shall be three (3) Union and three (3) Employer representatives, one of which will be the Executive Director.
 - b) The three (3) members of the Union will be elected to the positions as per CUPE Local 3963 Bylaws.
 - c) Two (2) Union and two (2) Employer members shall be necessary for a quorum.
 - d) Committee members shall be rotated with the objective that the typical term of service is three (3) years with the exception of the Executive Director.
 - e) Initial appointment terms will be staggered to allow for rotation and continuity.
2. The JJEMC members that work with the Plan shall be trained on the application of the Plan. The trainer and training needs will be decided and mutually agreed-upon by the Committee.
3. The JJEMC will be responsible for receiving all job data. The JJEMC will review the job data for completeness, perform a job analysis, consolidate the data and match the jobs.
4. The JJEMC will maintain the integrity of the Plan.
5. The JJEMC shall operate by consensus and shall meet when necessary. Consensus shall be defined as all individuals:
 - Had a chance to express their views; and
 - Will support the overall decision even though it may not have been their first choice.
6. The JJEMC will be responsible for retaining all Plan documentation, including current job descriptions and other data that constitutes the Plan; as well as recording in writing the group consensus rationale and agreements.
7. JJEMC members shall excuse themselves from the maintenance process for a position where the Committee or a member has identified a conflict of interest. Notwithstanding Article 1 c), quorum shall be obtained by the presence of the other members representing the Union or the Employer.

Conflict of interest includes, but is not limited to, classification decisions on jobs:

- When the Committee is discussing classifications that affect current Committee members, they will be asked to remove themselves from any discussions and consensus decisions;
 - Occupied by family members or personal friends;
 - For which they have declared a bias for, or against; and
 - For which they are the immediate in-scope or out-of-scope supervisor.
8. Membership shall not result in loss of pay to attend meeting.
 9. The JJEMC may mutually agree to extend timelines.

17.03 The Roles and Authority of the Maintenance Committee

1. Completes matches to new and changed jobs. The JJEMC decision is final and binding. Any subsequent submission of information will constitute a new maintenance request.
2. Ensures, where necessary, that information presented is verified as legitimate duties and responsibilities of the job assignment. The JJEMC has the authority to obtain information through questioning and written documentation, to substantiate any statements.
3. Only the JJEMC shall be authorized to sign off on the position match of any position within the Plan.
4. If the JJEMC is unable to reach a consensus on any matter, it may use the assistance of a mutually agreed upon external advisor. If the JJEMC cannot agree upon an advisor, two advisors may be engaged.
5. If the Committee is still unable to reach a consensus, it will be dealt with through a mutually agreed-upon third party review of the information. The decision of the third-party review will be final and binding.

17.04 Initiating the Review of a New Position

1. When the Employer creates a new position, the supervisor will complete a Job Review Request form and a Job Fact Sheet based upon the qualifications and/or the duties proposed for the position. The foregoing will be submitted to the Executive Director.
2. All material will be forwarded to the JJEMC for review.
3. Within fourteen (14) working days, the JJEMC will determine if an existing position is appropriate.
4. If the JJEMC agrees that an existing job description is appropriate, the position

will be posted and awarded as per the Collective Agreement.

5. In the event the job description is a combination of more than one Provider Group Provincial Job Description, the match would be noted, the position will be posted and awarded as per the Collective Agreement.

NOTE: The posting of a new position will not be delayed by the JJEMC review. The JJEMC will choose the interim wage rate of an existing job/classification in order that the new position may be posted immediately.

Reference: Appendix I (a): Maintenance Procedure -- New Job

17.05 Initiating the Review of a Changed Position (Reclassification)

1. Either an employee or supervisor will complete a Job Review Request Form, a Job Fact Sheet and changes to the current job description if they believe qualifications and/or the duties of a position have changed or if relevant information was omitted in the initial review. The foregoing will be submitted to the Executive Director.
2. All material will be forwarded to the JJEMC for review.
3. Within fourteen (14) working days, the JJEMC will meet to determine if the position has changed sufficiently enough to warrant a review.
4. If the JJEMC agrees that an existing job description be reviewed and results in a new match, the position will be adjusted immediately and the employee and supervisor notified.
5. Any adjustment in pay rates will be effective the date the Job Review Request Form and all associated required documentation as referenced in Article 17.05 1. was received by the Executive Director.
6. The JJEMC will keep up to date with any SAHO updates or changes to job classifications.

Reference: Appendix I (b): Maintenance Procedure Changed Job (Reclassification)

17.06 Information to the Parties

1. The JJEMC will provide an annual report containing the following information:
 - A summary of all maintenance requests received
 - A summary of all decisions

17.07 Reconsideration

- a) Where the Employer:
 - i) Makes a substantive change to the nature of the job duties; or
 - ii) Makes a change in qualifications of any existing classification; or
 - iii) Requires the reconsideration of a position;

the Employer shall initiate the review through the Joint Job Evaluation process.

Where the employee considers the nature of their job duties have changed substantially, the employee may initiate the review through the Joint Job Evaluation process.

In the event the employee does not possess the necessary qualifications, the Union and Employer to this Agreement shall meet to determine alternatives.

The classification and wage structure as finally determined shall be retroactive to the date of the reconsideration request.

- b) When a job is reconsidered, the employee involved shall be placed in the same step in the scale as the employee occupied prior to the reconsideration.

17.08 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. These job descriptions shall be reviewed with the Joint Job Evaluation Maintenance Committee and employee prior to their adoption. All job descriptions for new positions shall be drawn up to be consistent with the guidelines from the Joint Job Evaluation Maintenance Plan. Job descriptions consistent with CUPE, SUN or HSAS like classifications within the health sector shall be drafted to be consistent with the applicable provincial collective agreements.

17.09 New Classifications

Additions to the salary grid and classification code shall be determined by the Joint Job Evaluation Maintenance Committee.

ARTICLE 18 – LAYOFFS AND RECALLS

18.01 Definition of a Layoff

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

18.02 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. The Employer shall serve notice of lay off to the most junior employee(s) in the affected position(s) within the classification(s) where the Employer deems the reduction(s) is/are required. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right possesses the required qualifications and necessary abilities to perform the work available in the classification or will be able to meet all qualifications within ninety (90) days. The right to bump shall include the right to bump up.

The following shall be procedures for bumping in accordance with this Article:

- a) When an employee has the right to bump another employee who has less seniority, the employee and the Union shall meet with the Employer to relay their intent to exercise their bumping rights.
- b) The employee will be provided with reasonable and sufficient information which will include job descriptions, observations of duties of positions and meeting with the Director, if required.
- c) The employee who receives a layoff notice in accordance with Article 18.02 a) above shall give notice of intention to bump at least two (2) weeks prior to the date of the layoff.
- d) An employee about to be laid off may bump into any position held by an employee with less seniority, providing the employee exercising the right possesses the required qualifications and necessary ability of the classification or can be trained and qualified within a reasonable period of time to perform the work of the position desired. The right to bump shall include the right to bump up.
- e) When an employee exercises their right to bump, they shall be paid the applicable rate of the new position as specified in Article 14.07 – Rate of Pay Upon Promotion and Article 14.08 Rate of Pay Upon Demotion.
- f) Article 14.12 Trial Period shall apply to the employee who has exercised their right to bump.

18.03 Recall Procedure

- a) Employees shall be recalled in the order of their seniority provided they have the required qualifications and necessary abilities to perform the work available in the classification. Recalled employees will be notified by Registered Mail.
- b) Notwithstanding the above, academic year employees shall be deemed to be laid off for the school vacation periods. Recall following the school vacation period

shall be automatic unless the Employer has served notice pursuant to Article 18.05 – Advance Notice of Lay Off. This Article will serve as notice of lay off and recall for the school vacation periods during the term of this Agreement. Unless mutually agreed, academic year employees will take their annual vacation leave to coincide with school vacation periods.

- c) Employees on lay off may be eligible for Casual work subject to Article 16.07 e) – Assignment of Casual Work.

18.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

18.05 Advance Notice of Layoff

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

ARTICLE 19 – TECHNOLOGICAL CHANGE

- a) Technological Change shall mean:
 - i) The introduction by the Employer into the Employer's work, undertaking or business of equipment or material of a different nature or kind than previously utilized by the Employer in the operation of the work, undertaking or business;
 - ii) A change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material;

or

 - iii) The removal or relocation outside of the appropriate unit by the Employer of any part of the Employer's work, undertaking or business.
- b) Where the Employer proposes to effect a technological change that is likely to affect the terms and conditions of employment, the Employer shall give notice of the technological change to the Union at least ninety days prior to the date on which the technological change is to be effected.
- c) The notice mentioned in b) above, shall be in writing and shall state:
 - i) The nature of the technological change.

- ii) The date upon which the Employer proposes to effect the technological change.
- iii) The number of employees likely to be affected by the technological change.
- iv) The effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

ARTICLE 20 – RIGHT OF ACCESS AND DISCIPLINE

20.01 Right to Review

An employee shall have the right to review their personnel file by making prior arrangements with the Executive Director or designate and shall have the right to respond in writing to any document contained therein, such reply becoming part of the permanent record. Information from an employee's personnel file shall not be available to anyone but the Executive Director or designate, the employee's Director or the Director for a position in which the employee has applied for, the Employer's representative in an arbitration and the employee without specific written authorization from the employee.

20.02 Personnel File Content

An employee's personnel file shall contain the following:

- a) Job application
- b) Curriculum vitae, where applicable
- c) Letter of appointment and response letters
- d) All probation reports
- e) Reprimands and all related written communications
- f) Requests for leaves greater than one (1) month
- g) All work-related courses taken while employed by the Employer
- h) Employee's written permission for release of information from personnel file
- i) Performance appraisals
- j) Payroll communications to employee
- k) Lay off and recall communications
- l) Adverse reports
- m) Other credentials
- n) Oath of Confidentiality
- o) Laboratory competency review

20.03 Additional Documentation

- a) The addition of any further documentation shall be agreed to by the Union.
- b) Accounting Department files shall contain only those documents necessary for accounting purposes.

20.04 Personnel File and Discipline

- a) It is agreed and understood between the parties to this Agreement that only the above described personnel file may be used in any disciplinary action or grievance procedure including arbitration.
- b) The record of an employee shall not be used against them at any time after thirty-six (36) months following a suspension or twenty-four (24) months following letters of reprimand or any adverse reports. At the written request of the employee all reports concerning such suspensions shall be removed from the personnel file after thirty-six (36) months and reports concerning letters of reprimand and any adverse reports shall be removed after twenty-four (24) months.

An employee shall have the right to obtain copies of any material contained in their personnel file.

20.05 Adverse Report

- a) An employee shall be notified in writing of any major expression of dissatisfaction concerning the employee's work within twenty-eight (28) days of the event of the complaint. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expressions of dissatisfaction shall not become a part of the employee's record for use against the employee at any time.

It is clearly understood that the time limits established are for the sake of procedural orderliness. Should the Employer fail to adhere to the time limits, the onus is on the Employer to show justifiable reason for its failure to adhere to the time limit.

- b) This Article shall be applicable to any complaint or accusation received by the Employer whether or not it relates directly to the employee's work. The employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of the employee's record.

20.06 Discipline Procedure

- a) The Employer and the Union agree to adhere to the principle of progressive discipline. Any employee may be dismissed or suspended, but only for just cause. In cases of suspension or dismissal, proof of just cause shall rest with the Employer.
- b) It is the responsibility of the Employer to ensure the employee is aware of their right to have Union representation. If the employee waives the right of having a Union representative present, they shall complete and sign the Waiver of Union Representation Form for each occurrence. A copy of this waiver shall be given to the Recording Secretary of the Local following the meeting.

- c) The Local of the Union and the employee shall receive maximum of 48 hours' notice (exclusive of weekends) of any meeting related to an employees' conduct (including investigation meetings) to find Union representation. 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 leave usage. Obtaining Union representation must not delay the timeliness of a meeting between the employee and the Employer. 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. Upon mutual agreement, the meeting may be held anytime within the 48 hours.
- d) In cases of reprimand, the employee will be informed in writing of the reasons for the action and a copy will be sent to the Union.
- e) In cases of suspension, the employee and the Union must be given notice of the suspension and the reasons for it in writing and in the presence of a Steward. The notice shall specify the days of suspension.

20.07 Review of Employee Performance Following Discipline

With respect to the discipline of an employee involving a letter of reprimand or suspension, the Employer agrees to undertake a review of the performance of the employee in the area of reprimand or suspension. Such reviews may occur monthly up to a maximum of six (6) months.

ARTICLE 21 – ANNUAL VACATIONS

21.01 Vacation Year

The vacation year for all employees shall be April 1 to March 31 the following year. Requests for vacation shall be submitted to the Director by:

- November 1 for December, January, February
- February 1 for March, April, May
- May 1 for June, July, August
- August 1 for September, October, November

Employees will normally be advised regarding their applications within fifteen (15) calendar days of the above deadlines.

Vacation requests for exceptional circumstances will not be unreasonably denied.

Approval of these requests will be based on seniority provided these requests do not interfere with operational requirements. Seniority shall not overrule for vacation requests submitted to the Director after these dates. Vacation entitlements may be used as earned. Once vacation requests have been confirmed by the Director for the period from June 1 to

August 31, the weeks of Christmas Day, Boxing Day, New Year's Day, Family Day and Easter Monday, vacation requests for these periods shall only be changed by mutual consent between the employee and Employer, except in extenuating circumstances.

21.02 Vacation Credits

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

- a) During the first (1st) and subsequent years, including the fifth (5th) year of continuous employment, one and one-third (1 1/3) days per month worked (16 working days per year);
- b) During the sixth (6th) and subsequent years, including the ninth (9th) year of employment, one and three-quarter (1 3/4) days per month worked (21 working days per year);
- c) During the tenth (10th) year, one and five-sixth (1 5/6) days per month worked (22 working days per year);
- d) During the eleventh (11th) year, one and eleven-twelfths (1 11/12) days per month worked (23 working days per year);
- e) During the twelfth (12th) year, two (2) days per month worked (24 working days per year);
- f) During the thirteenth (13th) year, two and one-twelfth (2 1/12) days per month (25 working days per year);
- g) During the fourteenth (14th) and subsequent years, including the nineteenth (19th) year, two and one-sixth (2 1/6) days per month (26 working days per year);
- h) During the twentieth (20th) and subsequent years, including the twenty-fourth (24th) year, two and one-third (2 1/3) days per month (28 working days per year);
- i) During the twenty-fifth (25th) and subsequent years, two and seven-twelfths (2 7/12) days per month (31 working days per year).
- j) Vacation pay for part-time employees shall be prorated on the basis of hours worked during the vacation year in which their vacation credits were earned.
- k) Casual employees will be paid out annual vacation pay as each pay period occurs in accordance with *The Saskatchewan Employment Act*. Vacation pay shall be earned at the rate of one and one-third (1 1/3) days per month prorated on the basis of earnings.

Casual employees shall have a minimum of three (3) calendar weeks plus one (1) day of unpaid vacation time per year at a time mutually agreed between the employee and the Employer.

- l) Employees in a temporary position shall be considered as Permanent for the purpose of vacation accrual.

21.03 Vacation Pay Upon Termination

An employee whose employment is terminated before they are entitled to an annual vacation shall be paid for their accumulated vacation credit.

21.04 Carry Over of Vacation

Except as mutually agreed between the Employer and the employee affected, there shall be a maximum carryover of seven (7) working days' vacation from one (1) vacation year to the next vacation year.

If there is no agreement to the carryover of vacation days in excess of the maximum, the employee shall be paid out in lieu of the excess vacation.

Employees in multiple positions who are paid out in lieu of excess vacation shall be paid the hourly rate that is an average of their hourly salaries in their current positions.

Seniority rights for the selection of the time in which carried over vacation is taken shall be lost where such vacation would interfere with the normal operation of the Health Centre or the rights of others in the employee's department.

21.05 Statutory Holidays Within Scheduled Annual Vacation Period

When a Statutory Holiday falls within an employee's scheduled vacation period, such employee shall be granted one (1) alternate vacation day.

21.06 Choice of Vacation Period

Employees shall be allowed an unbroken vacation leave if desired however if the requested vacation leave is during peak vacation time (July and August) then the amount of vacation leave granted will be limited to a maximum of three (3) weeks. Annual vacations shall be regulated on a mutually agreed basis by the employees and the Director. In cases of disagreement, seniority shall govern in the department.

21.07 Approved Leave of Absence During Vacation

When an employee qualifies for sick leave and presents a doctor's certificate, compassionate leave, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced will be reinstated for use at a later date, as mutually agreed upon between the employee and Employer.

21.08 Part-Time Employee Vacation Periods

Part-time employees on pre-arranged and mutually agreed vacations have the right to

refuse to come into work during their vacation. Part-time employees shall have a minimum of three (3) weeks and one (1) day vacation time at a time mutually agreed upon between the employee and Employer.

ARTICLE 22 – STATUTORY HOLIDAYS

- a) The following days shall be observed as holidays without loss of pay therefore:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Saskatchewan Day
Labour Day
Truth and Reconciliation Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and such additional days as proclaimed by Federal, Provincial or Civic authority. The observance of the above holidays may be made on days other than the days when so proclaimed by Federal, Provincial or Civic authority.

- b) Where a holiday falls on an employee's regular assigned day of rest, the employee shall be granted an additional day off to run continuously, if possible, with their regular day of rest or on a day mutually acceptable to the employee and the Employer.
- c) Casual employees will be paid five percent (5%) of their regular earnings over the previous four (4) weeks.
- d) When statutory holidays fall on weekends The Co-operative Health Centre will designate and notify all employees of the alternate day that will be the statutory holiday.
- e) Compensation for the statutory holiday will be provided only on the designated statutory holiday.

ARTICLE 23 – ALLOWANCES AND OTHER PAYMENTS

23.01 Clothing Allowance

Annually, a clothing allowance of one-hundred and ninety-five (\$195.00) dollars will be paid to all full-time employees. This amount shall be pro-rated for employees working less than full-time hours and based on all paid hours, excluding overtime. Clothing allowance

calculation period will be January 1 to December 31, with the allowance paid out by fiscal year end.

23.02 Travel Allowance

- a) All employees who use their vehicle for Health Centre business shall be paid **sixty four cents (\$0.64)** per kilometer, with a minimum of three dollars and seventy five cents (\$3.75) per day. In April and October of each year, the travel allowance rate per kilometer shall be reviewed and increased or decreased to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI). In cases where the percentage adjustment to the SPTI applied to the existing travel allowance rate does not equal or exceed one-half cent (\$0.005), there will be no adjustment applied.
- b) Designated employees required to use their vehicle for Health Centre business must carry liability insurance of \$1 million. Regular plate insurance is \$200,000. The Co-operative Health Centre will pay the additional amount on proof of purchase based on one (1) owned vehicle. Where more than one vehicle is used by an employee, the employee may submit proof of purchase to the Executive Director for reimbursement of up to a maximum of sixty five percent (65%) of the cost for liability insurance for a second vehicle.
- c) Parking expenses, including parking tickets received due to extenuating circumstances beyond the employee's control, that are incurred while on Health Centre business will be reimbursed by the Employer. Receipts will be provided when available.
- d) Health Centre Business shall be defined as follows: All Health Centre business except when taking a course or workshop while on study leave.

23.03 Professional and Licensing Fees

- a) Professional fees for Permanent employees will be paid by the Employer when membership is compulsory for the position, if the job classification requires it, where malpractice insurance purchase depends on registration, or when such membership/registration/licensing fees are required for the employee to practice their profession.
- b) Fifty percent (50%) of the Professional Licensing fees for Casual and temporary employees shall be reimbursed to the employee at the beginning of the work term or professional year and the balance of the Professional Licensing Fees shall be reimbursed at the end of the term worked or the end of the professional year, whichever is applicable, if the employee is solely working for The Co-operative Health Centre and works an average of at least one shift per month (twelve shifts/year).
- c) Salary for an employee who is required to have registration but who has not yet received that registration shall be adjusted to 90% of the appropriate salary rate.

- d) Professional fees shall be paid as above providing the employee is not receiving reimbursement from another Employer.
- e) Employees requiring professional membership/licensure will provide a copy of their current registration documentation, or verification of same by their professional association, to their Director by the due date of their professional year, and such shall be placed in the employee's personnel file.

ARTICLE 24 – SICK LEAVE

24.01 Sick Leave Defined

- a) **Sick Leave** Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick including mental health days or disabled, or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.

Time off for health care appointments and for ongoing treatments shall be granted as sick leave. Wherever possible, the employee will schedule such appointments outside of work hours. If this is not possible, time off needs to be arranged in advance.

- b) **Family Sick Leave** Accumulated sick leave may be utilized for family illness or care of an immediate family member in an amount up to three (3) days in a fiscal year. Immediate family means spouse, child, parent or grandchild.
- c) **Duty of Care** An employee who is unable to make arrangements for health care appointments for themselves or for a family member for whom they have the duty of 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 fiscal year.

24.02 Entitlement and Accumulation of Sick Leave

- a) Sick leave shall be earned at the rate of 6.92% of hours paid, not including overtime and call back.
- b) Other than full-time, employees shall earn sick leave on a pro rata basis.
- c) The unused portion of an employee's sick leave shall accumulate to a maximum of one-hundred and eighty (180) days.
- d) Information regarding sick leave accumulation shall be made available to employees.

24.03 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 lasting more than three (3) days. Where there is a demonstrated pattern of sick leave usage, an employee may be required to produce a certificate from a medical practitioner for leaves shorter than three (3) days. In cases where an employee is required to produce a medical certificate for illnesses less than three (3) days, the Employer shall reimburse the cost of the medical certificate on receipt of proof of payment.

ARTICLE 25 – LEAVE OF ABSENCE

25.01 General Leave of Absence

- a) Leave of absence without pay shall be granted to the Permanent employee insofar as the regular operation of the health centre will permit, provided the employee furnishes valid reasons for requiring such leave. Except in extenuating circumstances, all requests for a leave of absence must be submitted in writing at least twenty-one (21) calendar days in advance. The request for leave of absence shall include the commencement date and the length of the leave.
- b) While on leave of absence without pay, an employee shall accrue seniority in accordance with Article 13.01 - Accumulation of Seniority. An employee may elect to continue their Group Benefits and Long-Term Disability coverage should the carrier of benefits agree, in which case the employee shall be responsible to forward to the Employer both the Employer's and employee's amount of premium they normally pay. Payment for such benefit will be paid to the Employer in accordance with Employer policy direction.
- c) When on leave of absence without pay, employees shall be entitled to benefits of this Agreement, other than salary, as follows:
 - When leave is for thirty (30) consecutive calendar days or less, employees shall be entitled to earn sick leave, vacation leave and statutory holidays.

25.02 Family Leave

- a) Upon approval by the Director, an employee may use up to five (5) days of Family Leave with pay in a fiscal year, for immediate family responsibilities, illness or compassionate care of a spouse, child, parent, grandchild, brother or sister to attend to the needs of a family member for whom they have the duty of care. Family Leave shall be granted where the situation requiring the employee's attention is:
 - i) Unforeseen, or
 - ii) Unpredictable, or

- iii) Emergent, or
- iv) Life-threatening, or
- v) One over which the employee has no control, and for which the employee has been unable to make alternate arrangements.

Employees may also request vacation, earned time or unpaid leave of absence as may be required for this purpose.

- b) All full-time new hires, having passed their probationary period will be granted five (5) days Family Leave. Part-time employees, having passed their probationary period will be granted family leave credits in accordance with their guaranteed hours.
- c) On April 1 of each year, full-time employees who have utilized Family Leave in the previous fiscal year shall have their Family Leave accumulation topped up to maintain five (5) days of leave available in each fiscal year.
- d) Other than full-time employees shall be granted family leave and have their accumulation topped up annually (April 1) on a pro rata basis. The accumulation will be based on the previous fiscal year or guaranteed hours whichever is greater, to a maximum of five (5) working days.

25.03 Union Leave

- a) Insofar as the regular operation of the Employer permits, an employee shall be granted an unpaid leave of absence for the purpose of conducting Union business. Application for Union leave shall be made to the employee's Director and leave is not to exceed one (1) year.

Except in extenuating circumstances, all requests must be submitted in writing to the Employer at least seven (7) days in advance. However, where Union officials are aware of Union business scheduled well in advance or where Union business is regularly scheduled, the official will advise the Employer as soon as possible.

No more than one (1) employee may utilize long-term Union leave of greater than one (1) week at one time.

- b) An employee granted leave under this Article shall earn seniority, vacation credits, sick leave credits and Statutory Holiday pay.
- c) The Employer agrees to continue to pay normal salary and benefits to employees granted Union leave to attend to Union business and that the Employer is to charge the local Union for reimbursement of the cost.

25.04 Leave for Pressing Necessity

Upon notification and confirmation by the Director, an employee shall be granted leave without pay of up to three (3) consecutive days for pressing necessities. Pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence that could not, by the exercise of reasonable judgment, been foreseen by the employee and which required the immediate attention of the employee.

The employee may elect to use vacation or earned time off.

25.05 Maternity, Parental and Adoption Leave

An employee may apply for leave of absence without pay for maternity, adoption and/or parental leave. Such leave of absence shall be granted for a period of up to but not more than eighteen (18) consecutive months. The employee on leave of absence shall be reinstated in their former position or a comparable position with no reduction in rate of pay or benefits. Subject to benefit plan restrictions, employees shall have the option of continuing benefit coverage in accordance with Article 28 – Pensions and Article 29 – Benefits at their own expense. Payment for such benefits will be paid to the Employer in accordance with Employer policy direction. Maternity, Adoption and Parental Leave shall be included in the accrual of vacation entitlement.

25.06 Compassionate Leave

- a) For the purposes of this section, compassionate leave shall be available between the date of death and two days after the funeral, except where bereavement responsibilities require their attendance on a day outside this period.
- b) Paid Leave with benefits shall be granted for a period not exceeding five (5) working days for absence required by death of an immediate family member. Immediate family is defined as spouse, common law spouse, child, stepchild, parent, stepparent and sister or brother.
- c) Paid Leave with benefits shall be granted for a period not exceeding three (3) working days for absence required by death of a sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, grandparents and grandchild.
- d) Paid leave with benefits shall be granted for a period not exceeding one (1) working day for absence required by death of a niece, nephew, aunt, uncle or great-grandparent.
- e) For the purposes of this Agreement "common-law spouse" shall include same gender partners. All references to, and provision of benefits (except superannuation, as limited by statute) for, spouses and family members under the Agreement shall include same gender partners and their families.
- f) An employee shall be granted, upon request, one-half (1/2) day leave of absence

with pay to attend a funeral where the employee has an active role in the funeral. This shall not apply to those employees receiving leave in accordance with Article 25.06 a), b), c) or d) – Compassionate Leave.

- g) Where an employee is required to travel five hundred (500) kilometres or more one way to attend a funeral as provided for in Article 25.06 b) or c) Compassionate Leave, the employee shall receive a maximum of two (2) additional days leave without loss of pay and benefits. Where an employee is required to travel five hundred (500) kilometres or more one way to attend a funeral as provided for in Article 25.06 d) – Compassionate Leave, the employee shall receive a maximum of one (1) additional day leave without loss of pay and benefits. Such leave shall be continuous with the leave as above.

25.07 Paid Jury or Court Witness Leave

Where an employee is absent by reason of a summons to serve as a juror or a subpoena to serve as a 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 all remuneration other than expenses paid by the court.

25.08 Education Leave

- a) Participation in educational programs is encouraged by the Employer. Upon the request of an employee, the Employer may grant leave, with or without pay, to attend training and/or education. If the educational event occurs on an employee's day off, the Employer may grant equivalent time off with pay. Tuition costs, registration fees or expenses incurred may be paid by the Employer.
- b) When the Employer requires and requests the attendance of an employee at a conference or workshop, or similar educational session, normal salary and benefits shall be continued. When attendance is required on days off or in excess of regular hours of work, employees shall be entitled to the overtime provisions as set out in Article 16.03. In addition, all registration or tuition fees and reasonable and substantiated expenses related to the session shall be paid by the Employer.
- c) Where operational consideration and client care are not adversely impacted, an employee may request to change their daily hours of work to attend ongoing educational classes. If approved, the employee shall not be eligible for any premiums or premium pay they would not have otherwise been entitled to.
- d) Employees wishing to take education leave greater than one (1) week shall submit a written request to the Director.

Education leave without pay may be granted to employees for a maximum period of twenty-four (24) months. Consideration will be given to an extension of the leave upon written request by the employee to the Employer.

- e) The employee's increment date will not change as a consequence of the first twelve

(12) months of an educational leave of absence.

- f) When a Permanent employee seeks upgrading in work or study pertinent to their position or department, the employee may request a study leave. Such request must be forwarded in writing and subsequently approved by the Director. Such leave will be provided without loss of pay and benefits, and at the expense of the Employer. A study leave shall be one (1) week or less in duration.

25.09 Statement of Approved Leaves

The Employer shall provide a written statement specifying approved leave of absences for union leave or other approved leave of absences with a duration exceeding three (3) months within seven (7) days of when they are approved.

25.10 Inclement Weather Leave

When adverse weather conditions disrupt normal scheduling of employees, the Employer will issue a statement relative to compensation.

- a) Employees who report to work as scheduled may be compensated for the full shift at the basic rate of pay provided they work one-half (1/2) or more of the scheduled shift.
- b) Employees who report to work as scheduled will be compensated only for hours worked at the basic rate of pay if less than one-half (1/2) of the shift is worked.
- c) Employees who are unable to report to work as scheduled will not be compensated however may access vacation or an unpaid leave of absence.
- d) Employees may be given the opportunity to make up lost time at the discretion of the Employer such time to be made up within sixty (60) days, paid at the basic rate of pay as worked.
- e) Time to be made up, may be taken from vacation, overtime, stats, or any other banked accumulated hours.
- f) Employees not scheduled to work and who are called in will be compensated at two times (2X) their rate of pay for hours worked.

25.11 Notification of Return from Leave

Notice of intention to return to work from or to request a change in the length of a general leave of absence (Article 25.01) or education leave (Article 25.08) must be forwarded to the Employer two (2) weeks prior to the date of the return to work or expiration of the leave. In the case of Maternity, Parental and Adoption Leave (Article 25.05), notification must be provided to the Employer four (4) weeks prior to the employee's return to work date.

ARTICLE 26 – HEALTH AND SAFETY

26.01 Occupational Health and Safety Committee

The Co-operative Health Centre shall have an Occupational Health and Safety Committee functioning under the auspices of *The Saskatchewan Employment Act* and consisting of three (3) members representing the Union and two (2) members representing the Employer. The Union and the Employer agree to co-operate in the establishment and ongoing function of this Committee.

26.02 Referral of Safety Concerns

An employee or a group of employees who have a health or safety concern should endeavour to resolve the concern by referring the concern to the Director, Executive Director and Occupational Health and Safety Committee, who will investigate and take remedial action. The employee or group of employees who raised the concerns will be informed of the timelines and details of the remedial action being taken.

26.03 Duties of Committee

The Occupational Health and Safety Committee shall hold meetings and regular inspections to deal with all unsafe, hazardous or dangerous conditions including health and safety related workload issues without loss of pay. Minutes of all Committee meetings and inspection reports shall be provided to the Union, Employer and Occupational Health and Safety Branch of the **Ministry of Labour Relations and Workplace Safety** of the Province of Saskatchewan.

26.04 Safety Measures

Employees shall be supplied and required to use all necessary tools, safety equipment, and protective clothing as required by Safety Regulations.

26.05 No Disciplinary Action

No employee shall be required to work on any job or operate any equipment which, in the opinion of the employee or the Occupational Health and Safety Committee is unsafe until the Committee has investigated the matter or situation.

26.06 Right to Refuse Dangerous Work

Employees may refuse to do any particular act or series of acts, where they have reasonable grounds for believing it could be unusually dangerous to their health and safety or their clients or that of their co-workers, until steps have been taken to satisfy them otherwise or until the Occupational Health and Safety Committee or a Department of Labour Occupational Health and Safety Officer has resolved the matter.

The employee may not be discriminated against by reason of exercising this right. An Employer may, however, temporarily assign the employee alternate work, at no loss in pay,

until the matter has been resolved.

26.07 Interpersonal Violence Leave

- a) The parties recognize that employees sometimes face situations of interpersonal violence in their personal life. Upon notification to the Employer, employees shall be entitled to a paid leave for a maximum of five (5) days per fiscal year and an unpaid leave for a maximum of a further five (5) days per fiscal year for Interpersonal Violence Leave as provided for in the Interpersonal Violence Leave in *The Saskatchewan Employment Act (SEA), Section 2-56.1*.
- b) Employees will ensure the Employer is notified as soon as possible as to the expected duration of the leave. Upon written notification to the Employer, an employee may request Time Off in Lieu or Vacation to maintain income while on the unpaid portion of the leave. After ten (10) days, an employee may request to use other applicable leave provisions as per the Collective Agreement.
- c) The Employer and the Union agree that requests and inquiries must be done carefully in order to balance the safety and privacy of the employee, and that privacy and confidentiality should be maintained to the furthest extent possible.

ARTICLE 27 – WORKERS' COMPENSATION (WCB)

An employee who qualifies for a temporary disability payment from WCB shall continue to receive the regular rate of pay provided the employee has accumulated sick credits. While the employee is receiving a WCB payment, and at the same time receiving paid sick benefit, the WCB payment shall be paid over to the Employer and sick time credited back, equal to the amount of the WCB payments. When accumulated sick credits expire, the employee shall receive the WCB payments only.

An employee, while in a work accommodation program receiving benefits under *The Workers' Compensation Act*, shall be entitled to the following:

- Seniority shall continue to accrue based on their regular hours of work in the fifty-two (52) week period prior to the date of initial injury.
- Statutory holiday pay shall be calculated according to *The Saskatchewan Employment Act* based on their regular hours of work, prior to their date of initial injury.
- Any other benefits that are accrued shall be prorated.

ARTICLE 28 – PENSIONS

28.01 General Conditions

- a) All Permanent employees and the Employer will be required to participate in the company Pension Plan. Casual/Temporary employees may participate in the company Pension Plan as per the eligibility criteria of the insurer.

- b) The employee shall contribute five point five percent (5.5%) of gross salary to the employee's Pension Plan and the Employer shall contribute a matching amount.
- c) Employees shall be sent a copy of the By-Laws of the Co-operative Superannuation Society and the terms and conditions of the plan, upon joining the plan.
- d) Voluntary contributions can be made by the employee but are not matched by the Employer.

28.02 Criteria for Permanent Employees

- a) All Permanent employees must participate in the Pension Plan after completing a waiting period of six (6) consecutive months.
- b) Once contributions start, they must continue until employment terminates.

28.03 Criteria for Casual Employees

- a) Casual/Temporary employees who earn more than 35% of the Canada Pension Plan Yearly Maximum Pensionable Earnings (CPP YMPE) or work a minimum of seven hundred (700) hours in each of two (2) consecutive years may voluntarily participate in the Pension Plan.
- b) Casual/Temporary employees who initially decide not to participate in the Pension Plan must meet the above requirements in order to participate in the future.
- c) Once Casual/Temporary employees elect to participate, they do not lose their eligibility should their future earnings fall below the 35% of the CPP YMPE requirement.
- d) Once contributions start, they must continue until employment terminates.

ARTICLE 29 – BENEFITS

Benefits shall be provided through the carrier as follows:

- a) Long-Term Disability – employee paid
- b) Dental Plan – enhanced plan with the addition of orthodontic services effective September 1, 1998, with Employer paid single rate, employee option to purchase family coverage with additional expense paid by employee
- c) Life Insurance and Accidental Death, Disease and Dismemberment and employee and Family Assistance Program (EFAP) Employer paid
- d) Extended Health Plan - Employer paid

Any change in benefits must be negotiated between the Union and the Employer. Subject to benefit plan restrictions, employees who retire shall have the option of continuing benefit coverage at their own expense.

ARTICLE 30 – WORKPLACE ACCOMMODATION

30.01 The Employer shall endeavour to provide an employee, unable through injury or illness to perform their normal duties with alternative suitable employment and if such employment is provided, the employee shall be paid at the rate of pay established for that function. Such employee shall not displace another Permanent employee.

30.02 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 the employee can perform another job in its existing form.
- iv) If the employee cannot, then determine if the employee 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 their current job or the accommodation being considered.
- iv) How long any limitations may last.

c) **Accommodation Meetings**

- i) The employee, Union representative and Employer will be required to attend.
- ii) The employee and Union representative who attend an accommodation meeting shall be released from duty without loss of pay.

30.03 **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 the Workers' Compensation Board or Disability Income Plan.

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

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

- b) Employees who have been absent from work for a period of two (2) years will have the circumstances of their absence reviewed at the end of the two (2) year period. Such review shall include both a medical review and a review by the Employer and the Union.
 - i) If, at the time of the review, it is determined the employee will be capable of returning to their position within the next three (3) months, 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 within the next three (3) months, 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 or sick leave credits for the entire period.

30.04 Graduated Return to Work

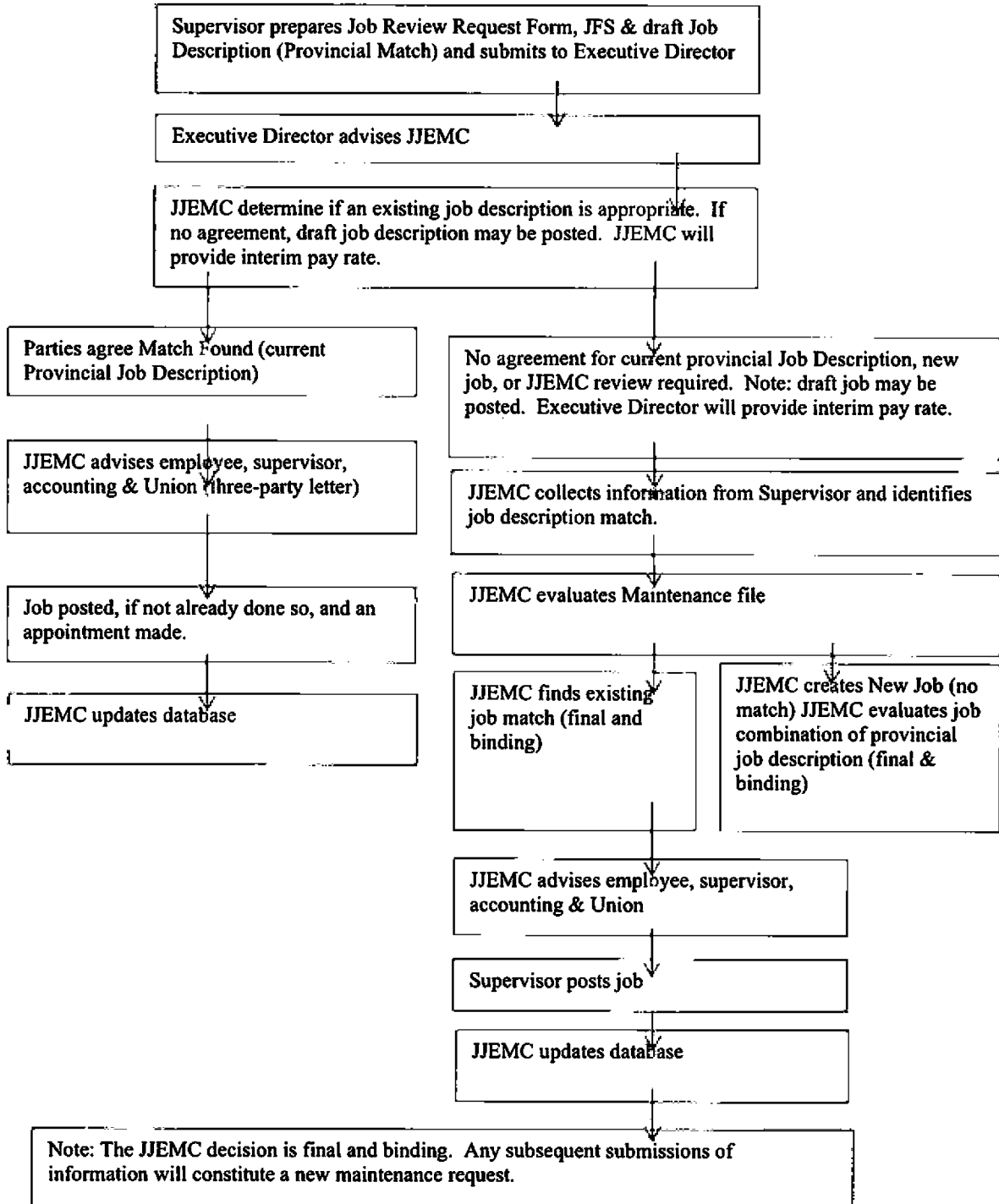
The Local of the Union, the employee and the Employer will meet to discuss the circumstances where the employees are able to return to work on a graduated return to work program. Such discussions shall include possible modification in the workplace or work process to reduce or eliminate the length of 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 – BREASTFEEDING IN THE WORKPLACE

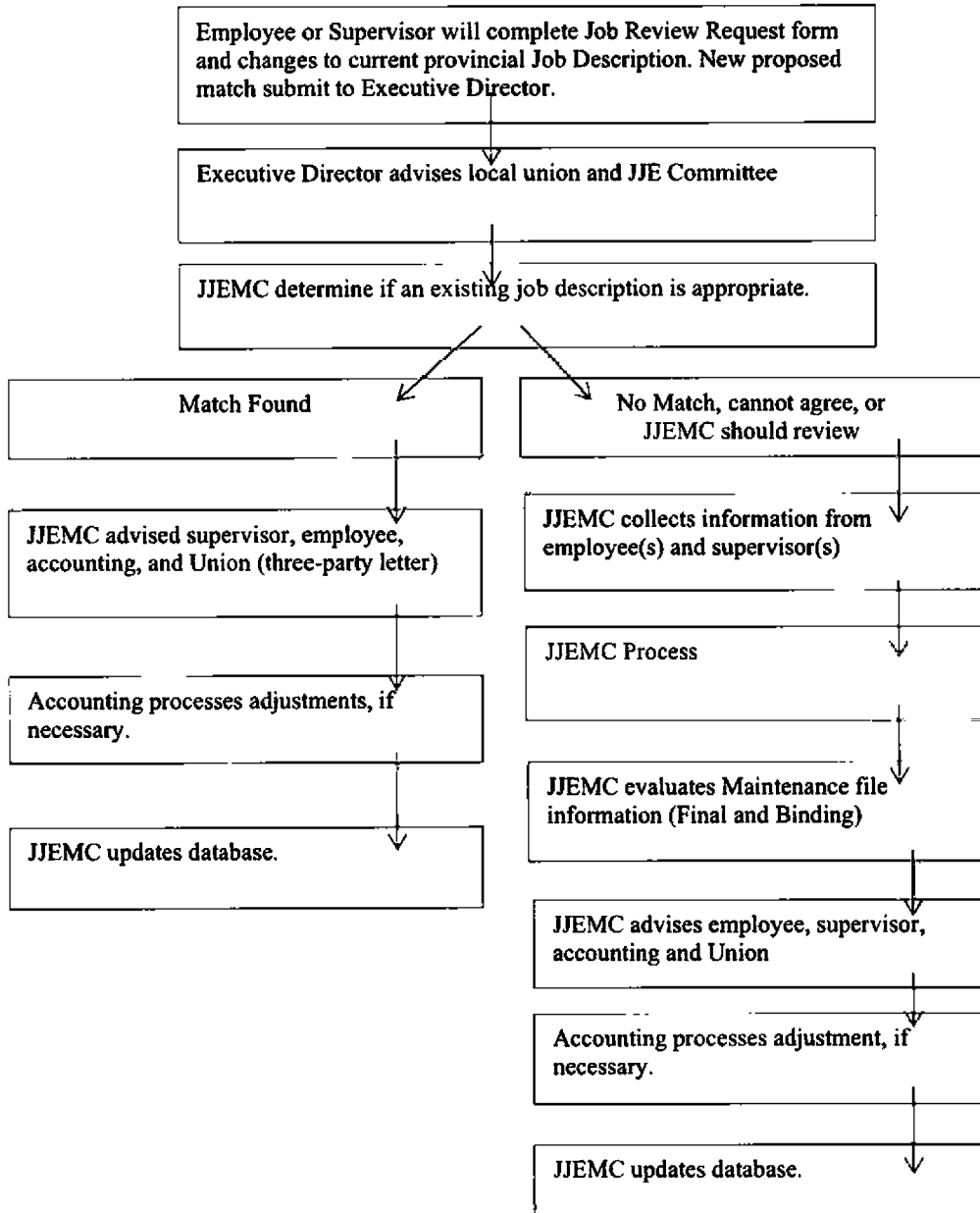
The Employer and the Union recognize the benefits of breastfeeding to the health and wellbeing of mother and child and support employees in the decision to breastfeed beyond maternity leave. The Employer shall, wherever reasonably possible, provide working conditions conducive to continuance of breastfeeding for employees on return from maternity leave.

The breastfeeding employee shall inform their Director of the accommodations needed, if any, in order to breastfeed. Accommodations may include a quiet, private place to utilize and a flexible work schedule. Such accommodations shall be mutually agreed to by the Director and the employee.

**APPENDIX I (a) – PRINCE ALBERT CO-OPERATIVE HEALTH CENTRE
 MAINTENANCE PROCEDURE
 NEW JOB
 Revised February 8, 2013**



**APPENDIX I (b) – PRINCE ALBERT CO-OPERATIVE HEALTH CENTRE
 MAINTENANCE PROCEDURE
 CHANGED JOB (Reclassification)
 Revised February 8, 2013**



Note: The JJEMC decision is final and binding. Any subsequent submissions of information will constitute a new maintenance request.

SCHEDULE "A" – RATES OF PAY

Job Title	April 1, 2022		
	Step 1	Step 2	Step 3
Appointment Clerk	19.95	20.63	21.35
Community Health Worker	29.50	30.55	31.57
Environmental Services Worker	18.14	18.77	19.43
Finance Officer	26.87	27.86	28.79
Health Records Clerk	19.34	19.99	20.69
Licensed Practical Nurse	34.71	35.93	37.17
Maintenance Service Worker	21.70	22.44	23.25
Medical Laboratory Assistant	21.70	22.44	23.25
Medical Lab Technologist	34.71	35.93	37.17
Medical Office Assistant	20.52	21.24	21.97
Office & Health Information Management (OHIM)	26.87	27.86	28.79
Office Administrative Assistant	21.14	21.87	22.61
Program Assistant – Physio	19.95	20.63	21.35
Receptionist	21.14	21.87	22.61
Scheduler	22.25	23.01	23.85
Senior Combined Lab & Xray Tech	32.10	33.21	34.39
Sterile Processing Tech & MOA	20.52	21.24	21.97
Sterile Processing Tech & Purchasing Clerk	20.52	21.24	21.97
Van Driver	18.14	18.78	19.43

SCHEDULE "B" – RATES OF PAY

Job Title	April 1, 2022		
	Step 1	Step 2	Step 3
Registered Nurse	35.93	40.29	46.64
Methadone Case Coordinator (with MA)	29.77	32.20	36.40
Dietitian (with MA)	36.42	39.40	44.54
Mental Health Worker (with MA)	35.78	38.70	43.76
Physical Therapist (with MA and MS)	38.21	41.33	46.83
Respiratory Therapist (with MA and MS)	34.80	37.64	42.45

Job Title	April 1, 2022				
	Step 1	Step 2	Step 3	Step 4	Step 5
Nurse Practitioner	\$51.56	\$53.66	\$55.85	\$58.18	\$61.68

SIGNING PAGE

IN WITNESS WHERE OF THE PARTIES HERETO HAVE CAUSED THESE

PRESENTS TO BE EXECUTED THIS 31 DAY OF October, 2022.

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3963

Robert Malik
PRESIDENT

SIGNED ON BEHALF OF
THE CO-OPERATIVE HEALTH CENTRE

Luna Ferguson
EXECUTIVE DIRECTOR

Robert Barta
RECORDING SECRETARY

J. Hanett

LETTER OF UNDERSTANDING #01

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYESS, LOCAL 3963

AND

THE CO-OPERATIVE HEALTH CENTRE

RE: CLASSIFICATIONS WITH SAHO WAGE RATES

The parties agree that effective April 1, 2020 (unless otherwise noted) the following classifications:

Registered Nurse (SUN)

Methadone Case Coordinator (HSAS-Addictions Counselor)

Dietitian (HSAS)

Physical Therapist (HSAS)

Respiratory Therapist (HSAS)

Mental Health Worker (HSAS)

shall receive ninety-five percent (95%) of the provincially negotiated Saskatchewan Association of Health Organizations (SAHO) wage rates as identified.

The employees covered by this Letter of Understanding shall have their wage rates adjusted in conjunction with the dates of the provincially negotiated and settled SAHO wage rate changes for the respective provincial collective agreements as identified above.

The employees in classifications as identified above are excluded from the Job Evaluation Program, Schedule "A" increases and rates of pay as provided for in the collective bargaining agreement.

Dated this 31 day of October, 2022.

On behalf of:
The Canadian Union of Public
Employees, Local 3963

On behalf of:
The Co-operative Health Centre

Robert White

Jana Ferguson

Robert White

Jana Ferguson

LETTER OF UNDERSTANDING #02

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3963

AND

THE CO-OPERATIVE HEALTH CENTRE

RE: NURSE PRACTITIONER

The parties agree to the following:

The Nurse Practitioner is a hard to recruit position and effective September 1, 2012, the new position Nurse Practitioner – wage rate will be established based on 100% of the SUN/SAHO Contract under the classification of Nurse Practitioner.

April 1, 2022				
Step 1	Step 2	Step 3	Step 4	Step 5
\$51.56	\$53.66	\$55.85	\$58.18	\$61.68

Dated this 31 day of October, 2022.

On behalf of:
The Canadian Union of Public
Employees, Local 3963

On behalf of:
The Co-operative Health Centre

Robert White

Luna Ferguson

Michael Smith

Stewart

LETTER OF UNDERSTANDING #03

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3963

AND

THE CO-OPERATIVE HEALTH CENTRE

RE: RETROACTIVITY

The parties agree that:

With the exception of terminated employees, employees who have retired or ceased employment between the expiry of the last contract ending March 31, 2022 and the signing of the present contract and subject to their retroactive pay being in excess of one-hundred dollars (\$100.00) will receive retroactive pay for all hours worked between April 1, 2022 and the date of signing of the new contract.

Dated this 31 day of October, 2022.

On behalf of:
The Canadian Union of Public
Employees, Local 3963

On behalf of:
The Co-operative Health Centre

Robert Smith

Luna Ferguson

Robert Smith

S. Hanott