

COLLECTIVE AGREEMENT

between

**STAPLEFORD MEDICAL MANAGEMENT INC.
Regina, Saskatchewan**

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1718

CUPE / *Canadian Union
of Public Employees*

FEBRUARY 1, 2023 TO JANUARY 31, 2026

Table of Contents

ARTICLE 1 – INTERPRETATION.....	1
ARTICLE 2 – SCOPE	2
ARTICLE 3 – UNION RECOGNITION AND NEGOTIATION	2
ARTICLE 4 – UNION SECURITY	3
ARTICLE 5 – CHECK-OFF	3
ARTICLE 6 – NOTICE BOARDS	3
ARTICLE 7 – DISMISSAL.....	3
ARTICLE 8 – LAY-OFFS AND REHIRINGS	4
ARTICLE 9 – METHOD OF TERMINATION OF EMPLOYMENT	5
ARTICLE 10 – LEAVE OF ABSENCE	5
ARTICLE 11 – GRIEVANCE PROCEDURE	8
ARTICLE 12 – SENIORITY.....	9
ARTICLE 13 – PROMOTIONS AND VACANCIES	10
ARTICLE 14 – SICK LEAVE.....	11
ARTICLE 15 – ANNUAL VACATIONS.....	13
ARTICLE 16 – HOLIDAYS.....	14
ARTICLE 17 – HOURS OF WORK AND OVERTIME.....	15
ARTICLE 18 – WAGES.....	16
ARTICLE 19 – WORKERS' COMPENSATION.....	16
ARTICLE 20 – INCREMENTS	16
ARTICLE 21 – TECHNOLOGICAL CHANGE	17
ARTICLE 22 – MISCELLANEOUS.....	17
ARTICLE 23 – EFFECTIVE DATE.....	18
ARTICLE 24 – DURATION OF AGREEMENT.....	18
ARTICLE 25 – L.T.D., GROUP INSURANCE, SHORT TERM ILLNESS PLAN.....	18
ARTICLE 26 – CONTRACTING OUT	19
ARTICLE 27 – NO DISCRIMINATION/HARASSMENT	19
ARTICLE 28 – RETIREMENT.....	19
ARTICLE 29 – MATERNITY/PARENTAL LEAVE.....	20
ARTICLE 30 – LABOUR/MANAGEMENT COMMITTEE	20

ARTICLE 31 – STAFF MEETINGS	20
ARTICLE 32 – PENSION PLAN.....	21
SCHEDULE A	22
LETTER OF UNDERSTANDING #1	26

THIS AGREEMENT MADE THIS 22nd DAY OF February A.D. 2023
BETWEEN:

STAPLEFORD MEDICAL MANAGEMENT INC, in the City of Regina, Saskatchewan,
hereinafter called the "employer"
of the first part,

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION 1718,
hereinafter called the "union"
of the second part.

WHEREAS, it is the desire of both parties to this agreement to maintain the harmonious relations between the employer and members of the union, to promote co-operation and understanding between the employer and **their** employees, to recognize the mutual value of joint discussions, and to promote the morale, well-being and security of all employees represented by the union;

AND WHEREAS, it is desirable that working conditions, hours of work and scales of wages of the employees be drawn up in an agreement, the parties therefore agree as follows:

ARTICLE 1 – INTERPRETATION

In this agreement, the expression:

- (a) "Employer" shall mean the Stapleford Medical Management Inc., Regina, Saskatchewan.
- (b) "Employee" or "employees" shall mean any person or persons covered by this agreement.
- (c) "Permanent full-time employee" shall mean a person who has completed **their** probationary period and is retained in the employ of the employer at least thirty-seven and one-half (37½) hours per week.
- (d) "Service" shall mean an employee's period of service with the employer commencing from date of employment if retained beyond the probationary period.

- (e) "Temporary position" shall mean a position in the bargaining unit created for a stated period of time not exceeding one (1) year except by mutual agreement between the employer and the union.
- (f) "Permanent part-time employee" shall mean a person who has completed their probationary period and is retained in the employ of the employer for less than the hours of work of the "permanent full-time employee".
- (g) "Casual employee" shall mean an employee who does not work a regular schedule of hours or days, but is called in to relieve a full-time, part-time or temporary employee as required. Such relief assignments shall not exceed thirty (30) consecutive working days except by mutual agreement between the employer and the union.

ARTICLE 2 – SCOPE

This agreement shall apply to all employees employed by Stapleford Medical Management Inc., except medical practitioners, **office** manager, head nurse, **billing clerk** and "after hours clinic" employees.

ARTICLE 3 – UNION RECOGNITION AND NEGOTIATION

- (a) The employer agrees to recognize the union as the sole collective bargaining agency 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 belonging to the union. 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.
- (b) The employer shall make available to the union, on request, information required by the union respecting matters subject to negotiation or grievance procedure including job descriptions or classifications, the basis for job evaluation, if any, financial and actuarial information pertaining to pension and welfare plans, payroll records.
- (c) Part-time employees shall receive the wage rates and benefits of employment contained in this agreement on a *pro-rata* basis in accordance with their hours of work.

ARTICLE 4 – UNION SECURITY

- (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, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in **their** employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of **their** employment, provided that 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 acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with union security and dues check-off.

ARTICLE 5 – CHECK-OFF

The employer agrees that they shall submit to the union monthly dues, fees, and assessments which shall be deducted for and on behalf of all employees who are members of the union, and such monies shall be paid to the secretary-treasurer of the union each month not later than the seventh (7th) day following such deduction, accompanied by a list of the names for all employees and on behalf of whom such deductions have been made, the amount so deducted from each such employee, and identification of those listed who regularly work eighty-five (85) hours or less per month. Furthermore, whenever a change is made by way of address, classification, promotion, demotion, hiring, lay off, recall, resigned, shift change, reduced hours or retirement to any employee, a list shall be forwarded to the union within the month of the change occurring.

ARTICLE 6 – NOTICE BOARDS

It is agreed that the union may install notice boards in suitable locations mutually 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.

ARTICLE 7 – DISMISSAL

- (a) In cases where the conduct of an employee is considered by the employer to warrant dismissal, the employees shall, nevertheless, not be dismissed but shall be suspended until the matter has been investigated by the union.

A suspension done in accordance with Article 7 (a) may become a dismissal if a grievance has not been lodged by the union within seven (7) days of the effective date of such suspension.

- (b) Should an employee be dismissed (suspended) and it is established within a three (3) month period, that such dismissal (suspension) was unfair or not in accordance with the provisions of this agreement, **they** shall immediately be returned to **their** former status in all respects and shall be paid for any loss of earnings suffered by reason of such dismissal (suspension).
- (c) The following conduct shall be grounds for immediate dismissal and Articles 7 (a), and (d) shall not apply:
 - (1) The disclosure of confidential information concerning patients to unauthorized persons, including disclosure that would be found to violate the provision of the *Health Information Protection Act* and its regulations, including any amendments or successor legislation or regulations.
- (d) The steps of discipline shall include:
 - (1) verbal;
 - (2) written warning;
 - (3) censure; whenever the employer deems it necessary to further censure an employee in a manner indicating that dismissal or discipline may follow any further infraction if such employee fails to bring their work up to a required standard by a given date, the employer shall give particulars to such censure to the employee with a copy to the union.
 - (4) suspension;
 - (5) dismissal.
- (e) In the event that no subsequent adverse report or action is filed during a given period of five (5) years, the report shall be removed from the employee's file and will not become part of any subsequent disciplinary actions, with the exception of incidents involving a serious nature, such as counselling. The report will stay on the employee's file for six (6) years.

ARTICLE 8 – LAY-OFFS AND REHIRINGS

- (a) A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work.

- (b) Unless otherwise mutually agreed by the employer and the union, the employer shall in writing notify an employee who is to be laid off (other than a probationary employee), at least twenty-one (21) calendar days before the lay-off is to be effective. A probationary employee shall be given at least seven (7) days' notice. Employees shall be paid for the full period of notice whether or not work is made available by the employer.
- (c) In the event of a lay-off, employees shall be laid off in the reverse order of seniority; employees recalled to work shall be recalled in the order of their seniority. No new employee will be hired until those laid off are given an opportunity of re-employment.
- (d) Employees laid off due to reduction in staff and who fail to return to work within ten (10) days after being so notified to do so by registered mail to the last address which the employee shall have recorded with the employer, shall be considered out of service and forfeit all seniority rights, unless through sickness or any other just cause agreed upon by the employer and the union or unless such re-employment is of a temporary nature.

ARTICLE 9 – METHOD OF TERMINATION OF EMPLOYMENT

- (a) Each permanent employee shall be required to give twenty-one (21) calendar days written notice of their intention to terminate their employment with the employer.
- (b) Probationary employees shall be entitled to receive and shall be obliged to give one (1) week's written notice of intention to terminate employment.

ARTICLE 10 – LEAVE OF ABSENCE

10.01 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.**
- (b) **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.**

- (c) **No more than one (1) employee may utilize long-term union leave of greater than one (1) week at one time. An employee granted leave under this article shall earn seniority, vacation credits, sick leave credits and statutory holiday pay.**
- (d) **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.**

10.02 Leave Without Pay

- (a) Leave of absence without pay but with maintenance of seniority rights shall be granted to employees for good and sufficient reason for a maximum period of six (6) months, such leave to be granted without discrimination and taking into consideration operational requirements related to staffing levels. The period of six (6) months may be extended but must be renewed by the employee and must be mutually agreed upon by the employer and the union with the exception of illness which is certified by a doctor's certificate or for educational purposes for which the employer may grant additional leave of absence. In the event that the employee does not notify the employer within seven (7) days after the expiry of leave of absence, the employer will consider that **their** employment and seniority are terminated.
- (b) While on leave of absence without pay, an employee may elect to continue **their** group life and sickness and accident insurance and pension program, in which case the employee shall be responsible to forward to the employer both the employee's and employer's amount of premium **they** normally pay.

10.03 Bereavement Leave

- (a) An employee shall be granted five (5) days leave without loss of salary or wages in the event of death or life-threatening illness of a parent or former guardian, sibling, spouse (including same sex partner), common-law spouse, fiancé, child and step child.
- (b) An employee shall be granted three (3) days leave without loss of salary or wages in the event of death or life threatening illness of a mother-in-law, father-in-law, grandparent, grandparent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former guardian or parent, and ex-spouse.

If on one occasion, an employee access bereavement leave for "former guardian or parent" under a) above (five (5) days), they are not entitled to

access bereavement leave for "former guardian or parent" under (b) above (three (3) days) for the same occasion and vice-versa.

- (c) An employee shall be granted one-half (1/2) day without loss of salary or wages in the event of death or life-threatening illness of an aunt or uncle.
- (d) Should an employee be required to travel out of province to attend to the death of a family member, as referred to in Article 10.03 (a) or (b), such employee shall be paid one (1) additional day for travel time.
- (e) An employee shall have access to additional leave to a maximum of three (3) weeks through vacation or unpaid leave of absence as may be required for the purposes of Article 10.03 (a). Such additional leave shall be granted on a case-by-case basis and shall not be unreasonably denied.
- (f) Where an employee acts as an active pallbearer at a funeral, the employee shall be granted four (4) hours leave with pay.

10.04 Family Responsibility Leave

An employee shall be entitled to up to thirty (30) hours leave per year without loss of salary or wages to meet the responsibilities related to the illness of a dependent child or spouse or parent to attend to medical appointments of the same.

In the case of a serious illness of a dependent child, or spouse or parent of an employee, such employee shall be entitled to additional leave to be granted through the employee's accumulated sick leave. The illness shall be verified by a medical certificate on the request of the employer. Employees accessing leave under this provision will provide the employer with as much notice as is reasonable in the circumstances. Such leave requests shall not be denied.

10.05 Personal Leave

All employees shall be entitled one (1) personal leave day per year. Leave must be taken in the calendar year. This leave will not carry over if unused.

10.06 Reinstatement Following Leave of Absence

Upon return from a leave of absence, an employee shall be reinstated in the position and status occupied when the leave was granted, except that if the position has been abolished in the meantime, Article 8 (a) shall govern.

10.07 Leave of Absence for Part-Time Employees

In cases of part-time employees requiring leave through Articles 10.01, 10.02, 10.03 or 10.04, every reasonable attempt will be made to reschedule the employee to allow for leave. Where rescheduling is impossible the employee shall be granted leave without prorating.

ARTICLE 11 – GRIEVANCE PROCEDURE

(a) A grievance is defined to be a dispute, difference, or disagreement between the employer on the one hand, the union or an employee or employees on the other hand; which dispute, difference, or disagreement pertains to the following:

- (1) Any matter relating to the terms and conditions of employment of rates of pay, hours of work of any employee or employees.
- (2) Any matter involving the interpretation of any provision of this agreement.
- (3) Any matter involving the alleged violation of any provision of this agreement.
- (4) Any matter involving the application of this agreement.

(b) (1) Step 1

In the event of any grievance arising during the currency of this agreement, the employee(s) concerned shall first refer the matter, in writing, to the grievance committee of the union, who may then take the matter up with the clinic manager. Such reference to be made within seven (7) working days of the occurrence of the grievance, or in the event of a grievance by the union within seven (7) working days from the time the union became aware of the grievance. The clinic manager shall discuss the grievance with the grievance committee of the union and shall render a decision within three (3) working days of such discussion with the committee.

(2) Step 2

In the event the clinic manager does not give a decision satisfactory to the union or does not render a decision in the time prescribed above, the grievance committee may refer the grievance in writing to the board of directors or a delegate or delegates of the board of directors of the employer who shall discuss the grievance with the

grievance committee and shall render a decision within three (3) working days of such discussion with the committee.

(3) Step 3

In the event that the grievance is not settled by the foregoing procedure, it shall be referred to an arbitrator. The arbitrator shall be mutually chosen by the union and the employer. Should the parties fail to agree on an arbitrator, then such arbitrator shall be named by the chairperson of the Saskatchewan Labour Relations Board in accordance with Section 26 of the *Trade Union Act, 2005* and as amended from time to time. The decision of the arbitrator shall be final, binding and enforceable.

- (c) The parties shall share equally the cost of the remuneration and expenses, if any, of the arbitrator.
- (d) In the discussion of grievances with representatives of the employer, the grievance committee may at any time be accompanied by a representative of the Canadian Union of Public Employees.
- (e) At any stage of the grievance procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the board's premises to view any working conditions which may be relevant to the settlement of the grievance.
- (f) As far as practicable, all grievances will be dealt with during regular working hours without loss of earnings.
- (g) The arbitrator shall have the authority to amend or vary a penalty.

ARTICLE 12 – SENIORITY

- (a) The seniority of an employee shall be based upon **their** cumulative service with the employer and shall date from the time **they** first entered service of the employer subject to the following:
 - (1) No employee shall acquire seniority until **they have** been in the service of the employer for a period of one hundred and twenty (120) calendar days, which period shall be considered as probationary, when **their** seniority shall be retroactive to the date of hiring. An employee retained beyond the probationary period shall be considered a permanent employee. Every thirty (30) days during the

probationary period of one hundred twenty (120) days, the employer shall review **their** performance with the employee. If there are areas of deficient performance the employer will notify the employee in writing of the specific deficiencies and the time which the employee has to improve **their** performance. The union will receive a copy of any such notices.

- (2) An employee's service shall be considered broken by reason of:
 - (i) Dismissal for just cause;
 - (ii) Voluntary resignation;
 - (iii) Continuous lay-off due to lack of work for a period in excess of twelve (12) months;
 - (iv) Failure to report for work within ten (10) days after being notified to report following a lay-off, unless the employee can give reason satisfactory to the employer for such failure to report within the time prescribed.
 - (3) An employee's service shall not accumulate during a period of lay-off due to lack of work.
 - (4) In the event of illness extending beyond one hundred and eighty (180) working days, seniority shall be maintained but shall not accumulate during such extension and the employee shall, upon becoming available for work following such extension, be entitled to return to work if and when there is an opening for which **they are** qualified.
 - (5) Seniority for less than full-time employees shall accumulate as above.
- (b) The employer agrees to prepare and post annually, during the month of January, in places accessible to all employees, a roster showing seniority of all employees as to length of service. Such rosters shall be open to protest for a period of thirty (30) days from date of posting and upon presentation by the union of proof of error, a correction shall be made by the employer immediately. The employer will provide the union with a copy of the rosters.

ARTICLE 13 – PROMOTIONS AND VACANCIES

- (a) Notice of new positions or vacancies (including temporary vacancies of an expected duration of one (1) month or longer) coming within the scope of this agreement shall be posted in places accessible to all employees, a copy of which shall be supplied immediately to the union. All vacancy

postings shall be issued not later than seven (7) days of the employer having knowledge of the vacancy. Vacancy postings shall carry a closing date to be set not earlier than seven (7) days from date of postings. All postings shall set forth the exact title of the job and the rate or range of pay therefore. Postings for new positions shall also include a description of the position.

- (b) Employees shall be entitled to bid for such positions or vacancies by means of written application. No application from employees received later than the posted closing date will be considered.
- (c) New positions or vacancies shall be filled on the basis of seniority, qualifications, experience and ability being sufficient to perform the duties required for the position to be filled. The name of the successful applicant shall receive general posting within seven (7) days following the closing date shown on the vacancy posting. In the event the employer is unable to fill the vacancy from amongst the employees, the posting of the name of the successful applicant may be delayed. The union shall receive a copy of all such postings.
- (d) An employee who is promoted in accordance with Article 13 (c) hereof shall be allowed thirty (30) days in which to prove **themselves** capable to fill the position concerned. If such employee does not qualify within such time, **they** shall revert to **their** former position without loss of seniority or salary, provided, however, that if before the expiry of such thirty (30) days it appears that such employee is incapable of qualifying for such position, the employer may, after consultation with the union, require **them** to revert to **their** former position before such time.
- (e) The employer agrees to notify the union of any new classifications that may hereafter be established, recognizing that such new classifications may be the subject of negotiations and supplementary agreement.
- (f) Nothing in this article shall prevent the employer from filling a new position or a vacancy on a temporary basis pending the selection of the successful applicant.

ARTICLE 14 – SICK LEAVE

- (a) (1) Sick leave means the period of time an employee is absent from work with pay due to sickness, disability, quarantine, or preventative health care which is not covered under *The Workers' Compensation Act*.

- (2) Employees will accumulate credits at the rate of one and one-quarter (1 ¼) days per month to a level of sixty (60) days after which they will accumulate credits at the rate of one and one-half (1 ½) days per month to a total of one hundred (100) days. Part-time employees will accumulate credits pro-rated based on their percentage of full-time hours worked.
 - (3) Credits will be deducted as follows: if the illness is less than one-half (½) day, no deduction; if the illness is one-half (½) day, one-half (½) day shall be deducted; if the illness is more than one-half (½) day, one (1) day shall be deducted.
- (b) Employees on sick leave in excess of seven (7) days would qualify for the provision of a Group Insurance Plan as per Article 25. It is understood and agreed the employer and all employees shall continue to pay the necessary premium as determined by the insurance plan. However, any change in the amount of premium required to be paid by the employees shall only be made as a result of negotiations between the employer and the union. The employer agrees to prepare and submit to the union during the month of January each year, a statement indicating the name and the unexpended sick leave credit in respect of all employees. Such statement shall be open to protest and correction for a period of thirty (30) days; and on presentation by the union of proof of error, correction shall be made by the employer within thirty (30) days.

Should there be any changes in insurance carrier, the benefit level shall remain at least the same.

(c) Proof of Illness

At the discretion of the employer, an employee may be required to produce a medical statement, signed by a duly qualified medical practitioner, before allowing sick pay after three (3) days. The medical statement shall be at the employer's expense, with proof of a receipt. Furthermore, an employee may be required to produce a medical statement if the employee has taken more than three (3) individual sick days within the previous month.

- (d) It is expected that employees will endeavour to schedule all massages, physical therapy, and chiropractic appointments outside of regular work hours. If the employee is unable to schedule these appointments outside of regular work hours and there are more than three (3) appointments needed in a three (3) month period, the clinic may request a medical note confirming this.

ARTICLE 15 – ANNUAL VACATIONS

- (a) Every employee shall be entitled to vacation with full pay of one and one-quarter ($1 \frac{1}{4}$) days for each completed month of service. However, an employee during the sixth (6th) year of continuous service shall be entitled to one and two-thirds ($1 \frac{2}{3}$) days for each month of service after the completion of five (5) years. An employee during the eighth (8th) year of continuous service shall be entitled to two and one-twelfth ($2 \frac{1}{12}$) days for each month of service after the completion of seven (7) years. Part-time employees will accumulate annual vacation pro-rated based on their percentage of full-time hours worked.
- (b) Any employee whose employment is terminated before **they are** entitled to an annual vacation shall be paid for **their** accumulated vacation credits.
- (c) The annual vacation shall be arranged by way of two (2) months written advance by the employee. The employer shall give due consideration to the wishes of the employee, the wishes of other employees, and the efficient operation of the clinic. In the event of unforeseen circumstances (within reason) of the employee or upon mutual agreement, the two (2) months written notice may be waived.

In the event of a conflict, the vacation leave shall be determined by seniority (permanent full-time, then permanent part-time). If seniority is equal, then the employee with the lowest social security number shall be entitled to the leave.

An employee may take their vacation in one continuous manner or in blocks of time at their discretion.

- (d) Upon request, an employee shall be paid for **their** period of annual vacation prior to taking such vacation.
- (e) Where a holiday falls within an employee's vacation leave, such employee shall be granted one (1) additional days' vacation or one (1) day's pay in lieu thereof for each such occurrence.
- (f) The employer shall pay out all vacation credits at the end of each year on December 1, up to a maximum of five (5) days, with the exception that the employer shall not have the right to pay out vacation credits if the employer has turned the employee down for vacation leave. Upon written notice, an employee may be allowed to carry an accumulation to the next year. Requests through written notice shall not be unreasonably withheld.
- (g) The employer agrees to prepare and submit to the union during the month of January each year, a statement indicating the name and vacation credits

in respect to all employees. Such statement is open to protest and correction for a period of thirty (30) days; and on presentation by the union of proof of error, correction shall be made by the employer within thirty (30) days.

ARTICLE 16 – HOLIDAYS

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

New Year's Day	First Monday in August
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada 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 calendar date when so proclaimed by federal, provincial, or civic authority.

- (b) Where a holiday falls on an employee's regular assigned day of rest, **they** 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) When an employee is required to work on a holiday, **they** shall be paid, in addition to **their** regular wage for that day, one and one-half times (1 ½ X) **their** regular rate of pay for each hour or part of an hour **they are** required to work on such holiday.
- (d) Employees working less than seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours in any one (1) week shall receive remuneration for a holiday based on the following formulas, whichever produces the greatest pay for the employee:
- 1) if the employee has worked at least two (2) of the previous four (4) days which have the same name as the day on which the holiday falls, the employee shall receive holiday pay equal to the average pay received on the days of the same name the employee worked.

OR

- 2) the employee's total hours worked in the previous four (4) weeks divided by twenty (20) and multiplied by the employee's hourly rate.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

- (a)
 - 1) The regular hours of work, excluding meal periods, shall not exceed seven and one-half (7 ½) hours on any one (1) day or thirty-seven and one-half (37 ½) hours in any one (1) week with two (2) full days of rest which shall be consecutive. No employee shall be required to work after 5:30 p.m. or on Saturdays or Sundays except by agreement with the employee affected.
 - 2) Shifts shall be discussed by employer and employees, and they shall be mutually agreed upon. Within regular operations of the clinic, these shall be the recognized working shifts. Whenever it can be accommodated, the employee with seniority shall have their choice of working hours.
- (b) Employees who are required to work in excess of seven and one-half (7 ½) hours in any one day shall be paid one and one-half times (1 ½ X) their regular rate of pay for each hour or part of an hour they are required to work or shall have time off at the overtime rate if the employee so wishes.
- (c) Employees who are required to work on their regular day or days of rest shall be paid a sum equal to two times (2 X) their regular rate of pay for each hour or part of an hour they are required to work.
- (d) Any employee who is called back to work after having gone off duty shall be paid a minimum of two (2) hours at the rate of one and one-half (1 ½ X) times their regular rate of pay for each such call-back.
- (e) Two (2) fifteen (15)-minute rest periods shall be allowed all employees daily, the actual time to be mutually arranged to fit the circumstances.
- (f) Fractional overtime of one-half (½) hour or less shall be paid for on the following basis: Where an employee works a fraction of fifteen (15) minutes or more, **they** shall be paid for one-half (½) hour for that fraction and if **they** work a fraction of less than fifteen (15) minutes, pay will be foregone for that fraction.

ARTICLE 18 – WAGES

- (a) Salaries and classifications shall be as set forth in Schedule "A".
- (b) The employer shall provide on each pay day to each employee an itemized statement showing the period worked, overtime hours, gross pay, all deductions, and net pay.
- (c) When it is necessary for any reason to convert the salary of a monthly paid employee to an hourly rate of pay, the following formula shall apply:

$$\frac{\text{Employee's Regular Annual Salary}}{\text{Number of Hours in Employee's Regular Work Week}} \times 52 = \text{Hourly Rate}$$

- (d) Upon written request of an employee, in addition to normal deductions, the Employer will deduct from salary voluntary amounts for purposes of loan repayment, savings, United Appeal, or such other purposes as are deemed reasonable.
- (e) In the event of death of an employee, any amounts normally due to such employee shall revert to the employee's estate.
- (f) The regular pay day shall be every second Friday.

ARTICLE 19 – WORKERS' COMPENSATION

When an employee is injured in the performance of **their** duties during working hours and is awarded compensation, the employer shall pay such employee, for a period not exceeding twelve (12) months, the difference between the Workers' Compensation Board payment and such employee's regular salary, less **their** normal deductions. Only such amount as paid by the employer shall be noted on T-4 slips.

ARTICLE 20 – INCREMENTS

- (a) Employees shall be entitled annually to the increment within their pay range.
- (b) Annual increments shall be due on the employee's anniversary date.
- (c) When an employee is reclassified to a higher pay range, the anniversary date for increment purposes shall be the date the employee commenced at the higher rate. The salary of an employee promoted to a higher paid classification shall be advanced to that step in the scale which is next higher

again if the salary increase which would result from the advance of a single step is less than the employee's next normal annual increment.

- (d) When an employee temporarily relieves in a higher paying position, **they** shall receive the rate in the salary range of the higher position which is at least one increment above **their** own rate. Where the higher position is outside of the bargaining unit, **they** shall receive the rate next higher than **their** own of the position filled, with a minimum increase of fifteen percent (15%). The employee shall be deemed to be covered by this collective agreement during the period of temporary transfer.
- (e) When an employee is demoted for reasons other than disciplinary, **they** shall continue to receive **their** rate of pay and be entitled to all increments which would become due if **they** had not been demoted.
- (f) When an employee is transferred, **their** rate of pay and **their** increment date shall not be changed except where the rate of pay in **their** old position is between two (2) rates in the new position, in which case **their** rate of pay will be increased to the nearest higher rate.

ARTICLE 21 – TECHNOLOGICAL CHANGE

If as a result of the employer introducing new equipment or changes in operating methods or dissolution of departments, certain job classifications will no longer be required, the employer shall notify the union three (3) months in advance of instituting such changes which will cause dislocation, reduction or demotion of any members of the existing work force. So that negotiations can commence between the parties, the employer shall make all reasonable attempts to retain those employees affected.

ARTICLE 22 – MISCELLANEOUS

- (a) New employees who have previous experience may receive credit for same by the placement of a wage commensurate with such experience, such credit to be initially determined at the discretion of the employer. At the end of the probationary period as per Article 12 (a)(1) of a new employee the union wishes to review the salary placement initiated by the employer, the matter shall be negotiated between the employer and the union.
- (b) Employees who are required to use their automobile for the conducting of business on behalf of the employer shall be paid the sum of thirty-five cents (35¢) per kilometre; except that, where agreed to by the union, a flat sum monthly allowance may be paid in lieu thereof.

- (c) The employer agrees to draw up job descriptions for all positions in the bargaining unit. These descriptions shall be presented to the union and shall become the recognized job descriptions unless the union presents written objection within thirty (30) days. If such objection cannot be resolved the issue may be subject to grievance and arbitration.
- (d) Existing classifications shall not be eliminated or changed without prior agreement with the union.
- (e) Failure to submit a copy of the statement with the credits and corresponding employees' names as per Article 12 (b), Article 14 (b), and Article 15 (g) will result in the employer granting each member the vacation period requested. The union shall notify the employer, by way of written notice, thirty (30) calendar days before January that such items are required.

ARTICLE 23 – EFFECTIVE DATE

All provisions of this agreement are applicable as of the effective date of this agreement.

ARTICLE 24 – DURATION OF AGREEMENT

This agreement shall be in effect from the first (1st) day of February **2023** and shall remain in force until the 31st day of January **2026**; and thereafter from year to year, but either party may, not less than thirty (30) days nor more than sixty (60) days before the expiry date of this agreement, give notice in writing to the other party to negotiate a revision thereof.

ARTICLE 25 – L.T.D., GROUP INSURANCE, SHORT TERM ILLNESS PLAN

The employer and employees will share the premiums for the following benefits 50/50.

1. LTD
2. Group Life
3. Short Term Disability
4. Medical and Dental

ARTICLE 26 – CONTRACTING OUT

In order to provide job security for the members of the bargaining unit, the employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employer, unless negotiated otherwise with Local 1718.

ARTICLE 27 – NO DISCRIMINATION/HARASSMENT

- (a) Pursuant to and unless otherwise permitted by the Saskatchewan Human Rights Commission, the board and the union agree that there will be no discrimination by reason of age, race, creed, colour, nation or origin, political or religious affiliation or activity, sex, sexual orientation, language or accent, or marital status, family relationship, disability, or by reason of membership or activity in the union.
- (b) There will be no personal harassment, which is not related to grounds covered by human rights legislation and which may be defined as abusive, unwelcome and objectionable conduct or comment made by a person who knows or should reasonably know that such conduct or comment will interfere with a person's work performance and/or create an intimidating or hostile work environment. Personal harassment has the same effect as other types of harassment in terms of creating an unsafe and unhealthy work environment for the person being harassed. There shall be no harassment in any form which subjects employees to abuse, intimidation and indignities which are intolerable. *Bona fide* discipline, managing, coaching, questioning, expressing concern over performance or work assignment is not a form of harassment, but is part of an employer's responsibility in the workplace.

ARTICLE 28 – RETIREMENT

Both parties agree to comply with the November 17, 2007 amendments to the *Saskatchewan Human Rights Code* ending mandatory retirement.

The normal age of retirement for all employees shall be sixty-five (65) years but may be extended by mutual agreement. Those employees who wish to continue employment beyond age sixty-five (65) shall provide a written request submitted to the board within thirty (30) days of the sixty-fifth (65th) birthday.

ARTICLE 29 – MATERNITY/PARENTAL LEAVE

- (a) An employee must provide the employer with a written application indicating the estimated date of birth. This notice should be submitted eight (8) weeks in advance of the date on which they are to begin the leave.
- (b) Maternity/paternity leaves shall cover a period of up to fifty-two (52) weeks without pay before or after the birth or adoption of a child.
- (c) While on leave, an employee shall retain their full employment status and accumulate all benefits under this agreement except for the accrual of vacation and sick leave credits.
- (d) When an employee decides to return to work after leave, they shall provide the employer with at least four (4) weeks' notice. On return from leave, the employee shall be placed in their former position.

ARTICLE 30 – LABOUR/MANAGEMENT COMMITTEE

Staff and management shall meet under the title of a labour/management committee. They shall meet quarterly and as required to discuss items of mutual concern. The committee shall not supersede the activities of any other committee of the union or management or engage in discussions which infringes upon the role or authority of the union or management as set out in legislation and does not have the power to bind either the union or its members or management to any decisions or conclusions reached in their discussions. The committee shall reach conclusions by consensus.

ARTICLE 31 – STAFF MEETINGS

Staff meetings shall occur at least twice per year for employees of each department. Should the employer consider implementation of significant changes which would affect staff hours, shifts, duties or working conditions the union and employees concerned will be informed and consulted prior to the implementation of said changes.

ARTICLE 32 – PENSION PLAN

The employer shall make available to all employees a Group Retirement Savings Plan, the same or similar plan as currently exists (Great West Life Policy #54653). Contributions to the plan shall be as follows:

Employer Contribution – four percent (4%) of employee’s gross earnings

Employee Contribution – four percent (4%) of employee’s gross earnings

Schedule A

Effective February 1, 2023

1%

		1st Year	2nd Year	3rd Year	4th Year
CLXT and MRT	Bi-Weekly	\$2,637.00			
	Hourly	\$35.16			
Registered Nurse	Bi-Weekly	\$2,532.75	\$2,573.25	\$2,692.50	\$2,810.25
	Hourly	\$33.77	\$34.31	\$35.90	\$37.47
LPN	Bi-Weekly	\$2,439.75	\$2,519.25	\$2,601.75	\$2,681.25
	Hourly	\$32.53	\$33.59	\$34.69	\$35.75

		1-4 months	5-12 months	2nd Year	3rd Year	4th Year
Receptionist	Bi-Weekly	\$1,212.00	\$1,478.25	\$1,531.50	\$1,585.50	\$1,642.50
	Hourly	\$16.16	\$19.71	\$20.42	\$21.14	\$21.90
Records Clerk	Bi-Weekly	\$1,212.00	\$1,478.25	\$1,531.50	\$1,585.50	\$1,642.50
	Hourly	\$16.16	\$19.71	\$20.42	\$21.14	\$21.90

Casual employees

Shall be paid at the first year rate of whichever position they are called in to fill.

Schedule A

Effective February 1, 2024		1%				
		1st Year	2nd Year	3rd Year	4th Year	
CLXT and MRT	Bi-Weekly	\$2,663.25				
	Hourly	\$35.51				
Registered Nurse	Bi-Weekly	\$2,558.25	\$2,598.75	\$2,719.50	\$2,838.00	
	Hourly	\$34.11	\$34.65	\$36.26	\$37.84	
LPN	Bi-Weekly	\$2,464.50	\$2,544.75	\$2,628.00	\$2,708.25	
	Hourly	\$32.86	\$33.93	\$35.04	\$36.11	
		1-4 months	5-12 months	2nd Year	3rd Year	4th Year
Receptionist	Bi-Weekly	\$1,224.00	\$1,493.25	\$1,546.50	\$1,601.25	\$1,659.00
	Hourly	\$16.32	\$19.91	\$20.62	\$21.35	\$22.12
Records Clerk	Bi-Weekly	\$1,224.00	\$1,493.25	\$1,546.50	\$1,601.25	\$1,659.00
	Hourly	\$16.32	\$19.91	\$20.62	\$21.35	\$22.12
Casual employees	Shall be paid at the first year rate of whichever position they are called in to fill.					

Schedule A

Effective February 1, 2025


2%


			1st Year	2nd Year	3rd Year	4th Year
CLXT and MRT	Bi-Weekly		\$2,716.50			
	Hourly		\$36.22			
Registered Nurse	Bi-Weekly		\$2,609.25	\$2,650.50	\$2,774.25	\$2,895.00
	Hourly		\$34.79	\$35.34	\$36.99	\$38.60
LPN	Bi-Weekly		\$2,514.00	\$2,595.75	\$2,680.50	\$2,762.25
	Hourly		\$33.52	\$34.61	\$35.74	\$36.83
		1-4 months	5-12 months	2nd Year	3rd Year	4th Year
Receptionist	Bi-Weekly	\$1,248.75	\$1,523.25	\$1,577.25	\$1,633.50	\$1,692.00
	Hourly	\$16.65	\$20.31	\$21.03	\$21.78	\$22.56
Records Clerk	Bi-Weekly	\$1,248.75	\$1,523.25	\$1,577.25	\$1,633.50	\$1,692.00
	Hourly	\$16.65	\$20.31	\$21.03	\$21.78	\$22.56
Casual employees	Shall be paid at the first year rate of whichever position they are called in to fill.					

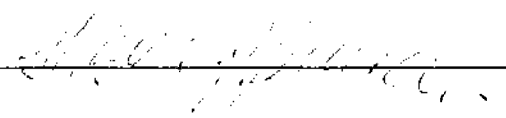
SIGNED ON THIS 22nd DAY OF February, 2023

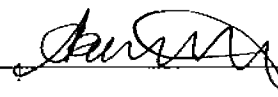
ON BEHALF OF
THE STAPLEFORD MEDICAL
MANAGEMENT INC.

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1718









Letter of Understanding #1

Between

**Stapleford Medical Management Inc.
(the "employer")**

and


**Canadian Union of Public Employees Local 1718
(the "union")**

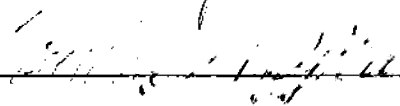
The employer and the union recognize that the employer is the multiple employer agent for the physicians of Stapleford Medical Clinic.

The employer and the union agree that, for the purpose of the collective bargaining agreement, the employer shall be Stapleford Medical Management Inc. Its capacity as the multiple employer agent for the physicians of the Stapleford Medical Clinic will not affect its status as employer for any purpose related to the collective bargaining agreement.

Signed this 22nd day of February, 2023, at the City of Regina, in the Province of Saskatchewan.

For the Stapleford Medical
Management Inc.





For Canadian Union of Public
Employees Local 1718

