

COLLECTIVE AGREEMENT

BETWEEN

THE SASKATCHEWAN CANCER AGENCY

AND

**THE SASKATCHEWAN GOVERNMENT
AND GENERAL EMPLOYEES' UNION**

January 1, 2010– March 31, 2014

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COLLECTIVE AGREEMENT
made this day of .

BETWEEN

THE SASKATCHEWAN CANCER AGENCY

AND

**THE SASKATCHEWAN GOVERNMENT &
GENERAL EMPLOYEES' UNION**

PREAMBLE

The purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the employer and the employees represented by the Union, to maintain harmonious relations, encourage efficiency and safety in operations, and to provide the best possible clinical care to the public.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations and provisos herein contained, the parties hereto agree as follows:

ARTICLE 1 - DURATION OF AGREEMENT

1.01 Term of Agreement

This Agreement, unless changed by mutual consent of both parties shall be in force and in effect up to and including **March 31, 2014**, and from year to year thereafter, unless notification of desire to amend or terminate be given in writing.

1.02 Open Period

Either party may, not less than thirty (30) days nor more than sixty (60) days before the expiry date hereof, give notice in writing to the other party to terminate this Agreement, or negotiate a revision thereof.

ARTICLE 2 - INTERPRETATION

2.01 Employee

"Employee(s)" shall mean employees as covered by this agreement. Part-time, temporary and casual employees will be covered by and entitled to all rights and benefits of the agreement on a pro-rata basis (subject to group life, pension plan and health plan rules) in direct proportion to the normal hours of work.

2.02 Permanent Employee

"Permanent Employee" means an employee who has successfully completed the required probationary period stipulated on initial employment and excludes temporary and casual employees.

2.03 Full-Time Employee

"Full-time Employee" shall mean an employee who is regularly scheduled to work the normal hours as defined in Article 14.01.

2.04 Part-Time Employee

"Part-Time Employee" shall mean an employee who works less than the normal hours of work, as defined in Article 14, on a regularly scheduled basis.

2.05 Probationary Employee

"Probationary Employee" means an employee whose initial employment is **being evaluated** for a period of time (probationary period) **as** stipulated in this Agreement.

2.06 Temporary Employee

"Temporary Employee" means the incumbent of a position whose tenure of employment is limited without acquisition of any continuing right to be retained as an employee beyond such period.

If the employment of a temporary employee is not interrupted by resignation, dismissal or an interval of non-employment of greater than one hundred and eighty (180) days, he/she shall be entitled to carry forward the benefits accrued during the temporary appointment. If the service of a temporary employee is interrupted for one of the aforementioned reasons and he/she is subsequently re-employed, he/she shall be considered to be a new employee.

2.07 Casual Employee

"Casual Employee" means an employee who is called to work from time to time on an intermittent basis. A casual employee who accepts a temporary position will revert back to casual following the completion of the temporary position, and carries with him/her the benefits he/she accrued during the temporary position.

An attempt to contact a casual employee for the purpose of offering a shift shall be made and recorded. If an attempt has been made and a casual employee has not worked within the Saskatchewan Cancer Agency for a period of one hundred and twenty (120) calendar days (exclusive of approved leaves of absence) he or she shall lose all seniority as per Article 10.04 and be terminated.

2.08 Promotion

"Promotion" is defined as the movement of an employee from a position in one class to a position in another class with a higher maximum salary.

2.09 Demotion

"Demotion" is defined as the movement of an employee from a position in one class to a position in another class with a lower maximum salary.

2.10 Transfer

"Transfer" means the voluntary or involuntary movement of a qualified employee from one position to another position in the same or a different class with the same maximum salary."

2.11 Union

"Union" means the Saskatchewan Government and General Employees' Union.

2.12 Employer

"Employer" means the Saskatchewan Cancer Agency.

2.13 Temporary Position

A Temporary Position is a position that is created for a definite period of time.

2.14 Temporary Vacancy

A Temporary Vacancy is a vacancy that occurs as a result of a Full-Time employee or a Part-Time employee taking a leave of absence or being granted a leave.

ARTICLE 3 - SCOPE

3.01 Scope

This agreement shall cover all employees represented by the Union pursuant to an Order of the Labour Relations Board unless mutually agreed otherwise by the Union and the Employer.

ARTICLE 4 - RECOGNITION

4.01 Union Recognition

The Employer agrees to recognize the Union as the sole collective bargaining agent for the employees covered by this Agreement, and subject to the terms of this Agreement consents and agrees to negotiate with the Union or its designated representative on matters relating to the conditions of employment, rates of pay, and hours of work.

4.02 Management Rights

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

- (a) Direct the working force;
- (b) Operate and manage its business;
- (c) Hire, select, transfer, and lay-off because of lack of work;
- (d) Maintain order and efficiency and to establish and enforce reasonable rules and regulations, consistent with the terms of this Agreement, governing the conduct of employees and which rules and regulations shall primarily be designated to safeguard the interest of the patients and the efficiency in Employer's operations.

- (e) Promote, demote, discipline, suspend and discharge any employee provided, however, that any such action may be subject to the grievance procedure provided herein.

4.03 Bulletin Boards

The employer shall provide bulletin boards, which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

There will be four (4) bulletin boards placed at the Saskatoon Cancer Centre, four (4) at the Allan Blair Cancer Centre, one (1) in each Cancer Patient Lodge, one (1) in each Breast Screening Centre and one (1) board is to be placed in the Employer Administrative Offices.

ARTICLE 5 - UNION SECURITY

5.01 Union Membership

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

5.02 Dues Check-Off

- (a) On signed authorization by an employee, the Employer shall deduct, on behalf of the union, all initiation fees, dues, assessments, or levies uniformly required from the pay cheque of each employee, who as a condition of employment is required to submit such initiation fees, dues, assessments, or levies.

Prior to the 20th day of each month, the Employer shall remit to the Executive Director of Operations of the Union, dues deduction information as of the last payroll period in the previous calendar month, accompanied by a list of names, classifications, hourly rate of pay, employment type (e.g. full time, part time, casual, etc.), date of hire, date of termination, and addresses of employees from whose wages the deductions have been made. Such list may be transferred electronically from the Employer to the union.

- (b) Written notice of a change in the amount of the monthly dues must be given to the

Employer by the Union at least thirty (30) calendar days in advance of the date that the change is to be effective.

5.03 Consideration of Days Worked

For the purposes of Articles 5.01 through 5.05, days paid for sick leave, pressing necessity, compassionate leave, vacation leave, holidays and Workers' Compensation shall be considered as days worked.

5.04 Out-of-Scope Assignment

An employee who is temporarily filling an out-of-scope position shall continue to have union dues deducted from his/her salary and shall be entitled to all of the benefits and the protection accorded by this Agreement.

5.05 Employees on Educational Leave

Employees who, while on educational leave, receive an allowance of one-half (1/2) or more of their regular salary, shall continue to have dues deducted from such allowances.

5.06 Appointments and Terminations

A list of new employees hired into permanent positions and terminations from permanent positions will be provided to a designated union official on a monthly basis.

5.07 No Individual Agreements

No employee shall be required or permitted to make a written or verbal agreement with the employer or employer's representative, which may conflict with the terms of this Agreement, without the written approval of the bargaining unit executive.

5.08 New Employees

New employees shall be introduced to their union steward or a member of the Union Committee as part of their orientation on their first day of employment.

ARTICLE 6 - DISCRIMINATION

6.01 No Discrimination

The employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, sexual orientation, political or religious affiliation, disability, sex, marital status, activity in

the Union, or any other prohibited ground of discrimination contained in the Saskatchewan Human Rights Code.

6.02 Harassment

The Employer shall ensure a policy is developed in consultation with the Union to address the issue of workplace harassment. The policy shall ensure that:

- (a) individuals are aware of the seriousness with which the parties view harassment.
- (b) incidents are investigated promptly, objectively and in a sensitive, confidential manner.
- (c) the necessary corrective action is taken.
- (d) employees/managers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs, and know how to properly report complaints.
- (e) there is an acknowledgement that there may be a need to separate the complainant and alleged harasser until the complaint is resolved.

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

6.03 Violence in the Workplace

In compliance with the Occupational Health & Safety Act, the Employer will ensure a policy is developed, in consultation with the Union to address violence in the workplace with a view to preventing the incidence of violence, reducing the causal factors of violence and promoting a safe working environment free of violence. The policy shall ensure:

- (a) provision of available information regarding a client's previous, actual or potential violent behaviour.
- (b) incidents are investigated promptly, objectively, and in a sensitive, confidential manner.
- (c) alternate options for care delivery are considered and implemented.
- (d) employees/managers are provided with the education necessary for them to prevent violence, deal with it when it occurs, and know the procedure for reporting incidents.
- (e) security procedures are in place to summon assistance.
- (f) counseling and support to help victims of violence.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Definition

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

7.02 Permission to Leave Work

It is agreed a grievor and/or an elected Officer of the Union may, after making suitable arrangements with his/her Out of Scope (OOS) supervisor, or designate for coverage of his/her assignment, leave his/her assigned duties temporarily in order to discuss matters related to a grievance.

As far as possible, grievance meetings will be dealt with on Employer time and the grievor and/or elected Officer of the Union shall not suffer any loss of earnings for the time spent.

7.03 Discussion of Differences

If a difference arises between one (1) or more employees and the Employer concerning the interpretation, application or administration of the Agreement, the employee(s) shall first discuss the matter with his/her immediate OOS supervisor within twenty one calendar (21) days of the occurrence of the incident. The employee may have a steward present if desired.

The supervisor shall answer the dispute within seven (7) working days of the discussion unless the Union agrees to extend this time limit.

At any stage, either of the parties may request a meeting to discuss the matter of the grievance without prejudice to their respective positions.

7.04 Proceed to Next Step

Failing resolution of the difference or dispute by the foregoing informal procedure, it may proceed in accordance with the following, and the supervisor shall be notified accordingly.

7.05 Step 1

- (a) Except for grievances dealing with non-application of benefits as referred to in (c) below, the employee(s) concerned, with or without his/her steward, may present a grievance in writing to the immediate OOS supervisor and Human Resources, providing that it is done within twenty one (21) calendar days of receipt of the supervisor's reply as in Article 7.03.
- (b) Any settlement of the grievance reached between the aggrieved employee and the Employer at this stage will be considered applicable to the case in question and not as establishing a precedent for future cases.
- (c) Grievances dealing with non-application of benefits by the Employer i.e., vacation leave, sick leave, etc., will have a one (1) year time limit. The effective date of any

necessary retroactive pay adjustments shall be the date on which the infraction first occurred. Notwithstanding the preceding statement, employees shall bring forward grievances dealing with non-application of benefits within twenty one (21) calendar days of discovery of cause for complaint.

- (d) The immediate OOS supervisor shall make every effort to reach a mutually satisfactory solution and shall give a decision in writing within twenty one (21) calendar days of the filing of the grievance.

7.06 Step 2

If the grievance remains unsettled pursuant to Step 1, the Union may refer the matter within twenty one (21) calendar days of the receipt of the decision of the immediate OOS supervisor, to the applicable Vice President.

The Vice President shall give a decision in writing within twenty one (21) calendar days of receipt of the grievance.

7.07 Step 3

If the grievance remains unsettled pursuant to Step 2, the Union or the Employer may, on giving twenty one (21) calendar days notice in writing of its intention, refer the grievance to the Grievance Mediation process or any other dispute resolution or Arbitration in accordance with Article 8. If it is not so referred within sixty (60) calendar days of receipt of the decision at Step 2, the grievance shall be deemed to have been settled, subject to Article 7.08 (Time Limits) and Article 7.09(Extension of Time Limits)

7.08 Time Limits

It is the desire of both parties of this Agreement 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. However, notwithstanding the foregoing, it is clearly understood that for time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

7.09 Extension of Time Limits

Any of the time limits set forth in Articles 7 and 8 may be extended by mutual agreement in writing by the parties.

ARTICLE 8 - ARBITRATION PROCEDURE

8.01 Arbitration

Whenever pursuant to the provisions of this Agreement, reference to arbitration is invoked, the parties shall endeavour to agree upon an impartial single arbitrator. In the event that the parties fail to agree to a single Arbitrator at any time within thirty (30) calendar days of the date of reference to arbitration, the parties shall within a further ten (10) working days, each appoint one (1) Arbitrator who shall be a member of the Arbitration Board.

8.02 Chairperson of Arbitration Board

The two (2) Arbitrators shall, within a further ten (10) working days, endeavour to agree upon an impartial Arbitrator, who shall be the third member and Chairperson of the Board. In the event the two (2) Arbitrators cannot agree on the Chairperson, the Minister of Labour will be requested to appoint a chairperson.

8.03 Powers of the Board

- (a) A single Arbitrator or a Board of Arbitration shall not have the power to alter any of the terms of this Agreement, or to substitute any provisions for existing provisions, nor to give any decision inconsistent with the terms of this Agreement.
- (b) The single Arbitrator or the Board of Arbitration shall have authority to interpret any Agreement clause that may be in dispute in a grievance referred to it for settlement.

8.04 Hearing Date

The single Arbitrator or the Arbitration Board shall, within ten (10) days of its establishment, set a date for the hearing of evidence. Such hearings shall be held in a place as may be mutually agreed upon between the parties to this Agreement.

8.05 Decisions of the Board

A decision of the single Arbitrator or the majority decision of the Arbitration Board or in the absence of a majority decision, the decision of the Chairperson shall be final and binding on the employee(s) concerned and the parties to this Agreement and shall be forwarded to the parties within thirty (30) days of the conclusion of the hearing.

8.06 Procedure of the Board

The single Arbitrator or the Arbitration Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation.

8.07 Cost of the Board

The parties shall bear an equal portion of the expenses and allowances of the single Arbitrator or Board Chairperson. Where the grievance is referred to an Arbitration Board, the parties will each bear the expenses and charges of its own Arbitrator. The parties will

also bear the expenses of its own witnesses.

ARTICLE 9 - DISCIPLINE, DISMISSAL AND RESIGNATION

9.01 Presence of Stewards

Employees shall have the right to have an available steward of his/her choice present during disciplinary action.

9.02 Documents on Employee's File

A copy of any document, or other information placed on an employee's file which might at any time be the basis for disciplinary action shall be supplied concurrently to the employee. Responses to such documents shall, upon the request of the employee, be added to the employee's file.

After two (2) years an adverse report, excluding pre-employment references, shall be removed, when requested by the employee, from the employee's file, unless there have been subsequent documented incidents of a similar nature. For incidents of harassment, client abuse or incidents resulting in disciplinary suspension, the time period for removal of an adverse report shall be three (3) years.

After the applicable time period stated above, an adverse report not removed from the file shall not be used in any action against the employee. Pre-employment references shall not be used in any action against the employee.

Upon making an appointment with Human Resources, an employee shall have the right to access and review his/her personnel file, with the exception of pre-employment references.

9.03 Dismissal Only for Just Cause

An employee shall not be dismissed without just cause. The cause for the dismissal shall be in writing in the dismissal notice.

9.04 Notice of Dismissal

(a) Notice for Permanent Employees

Except in the case of dismissal for just cause, thirty (30) calendar days notice in writing shall be given to an employee whose services are to be terminated, provided that if such notice is not given, a sum equal to one (1) month's salary shall be paid to such an employee in lieu of notice.

Earned vacation leave due an employee shall not be used as any part of the period of notice.

- (b) Termination of an employee during his/her initial probationary period cannot be the subject of a grievance, unless the Employer was discriminatory or acted in bad faith.

9.05 Notice of Resignation

Employees shall give the same notice of resignation as that provided in Article 9.04. An employee who fails to give such notice shall be struck from the payroll effective the date he/she absents himself/herself without leave.

Earned vacation leave due an employee shall not be used as any part of the period of notice.

9.06 Re-employment on Termination

- (a) Re-employment within 180 calendar days

A permanent employee who voluntarily resigns his/her employment and within one hundred and eighty (180) calendar days is re-employed as a permanent employee by the Saskatchewan Cancer Agency shall be credited with, effective the date of re-employment, his/her former seniority, accumulated sick leave credits and years of service for vacation purposes. Article 11.02 – Trial Period on Promotion, Transfer, Demotion and Re-Employment shall apply.

- (b) Re-employment within 3 years

A permanent employee who voluntarily resigns his/her employment as result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-employed by the Saskatchewan Cancer Agency, upon request, shall be credited with his/her former seniority and years of service for vacation purposes. The following conditions shall apply:

- (i) employee must have been a permanent employee with at least three (3) years of seniority with the Saskatchewan Cancer Agency at the time of the voluntary resignation;
- (ii) the resignation must have indicated the reason for termination;
- (iii) the break in employment shall be for no longer than three (3) calendar years; and
- (iv) the employee's former seniority shall not be reinstated until successful completion of the probationary period as per Article 11.09 – Initial Probation.

ARTICLE 10 - SENIORITY

10.01 Seniority

Employees shall possess seniority and such seniority shall be based on employment with the Employer, subject to the following considerations:

- (a) Seniority shall be calculated from the last date on which the employee commenced employment within the Saskatchewan Cancer Agency. Seniority shall accrue on all paid hours (exclusive of overtime) and all unpaid hours, as provided in Article 10.02 upon completion of the stipulated initial probationary period at which time their seniority will be retroactive.
- (b) An employee who is appointed to a permanent out of scope position shall retain seniority that they were credited with, prior to being appointed to the out of scope position for a period of twenty-four (24) months. During this twenty-four (24) month period the employee shall have the right to exercise seniority through application for a posted vacancy. After the twenty-four (24) month period, all previous seniority earned is no longer applicable when applying for positions, but will be reinstated upon completion of the probationary period when an employee returns to an in scope position. Service in permanent out-of-scope positions shall not be considered for seniority purposes.
- (c) Vacation pay on straight time pay and Statutory Holiday pay, paid to Temporary, Part-time, and Casual employees will be equated to time worked and count for seniority purposes.

10.02 Accumulation of Seniority

Seniority shall be accumulated in hours. An employee shall earn seniority for:

- (a) All paid hours exclusive of overtime;
- (b) All paid leaves of absence to a maximum of twelve (12) months;
- (c) All unpaid leaves of absence to a maximum of twelve (12) months;
- (d) Time off while receiving benefits under the Workers' Compensation Act;
- (e) Time off while receiving benefits under the Long Term Disability Plan and/or Income Replacement via the Automobile Accident Insurance Act;
- (f) As agreed by the parties, participation in a Return to Work/Duty to Accommodate Program;
- (g) Part-time, casual, and temporary employees who are on authorized unpaid leave shall accrue seniority based on the following formula:

Hours of Seniority Accumulated

Seniority Hours

$$\frac{\text{During the Previous X Weeks}}{X} = \text{Per Week of Leave}$$

X = number of weeks of employment to a maximum of 52.

10.03 Maintenance of Seniority

Subject to Article 10.02 (Accumulation of Seniority) and Article 10.04 (Loss of Seniority) of this agreement, an employee with the Saskatchewan Cancer Agency shall maintain accumulated seniority.

10.04 Loss of Seniority

An employee shall lose seniority and be considered terminated for one of the following:

- (a) Dismissal for just cause.
- (b) Voluntary resignation.
- (c) Failure to report for work within one (1) week following notification of re-employment after lay-off or immediately after the termination of an approved leave of absence, unless such failure is the result of illness or other reasons satisfactory to the CEO.
- (d) Continuous lay-off off a period in excess of two (2) years.

10.05 Seniority Lists

- (a) Upon request, the Employer shall make available to the Union, information necessary to determine the seniority of an employee.
- (b) Seniority lists shall be posted annually on April 1st. The seniority lists will represent the period January 1 to December 31 of the preceding calendar year. Employees should, at the earliest opportunity, notify the Human Resources Department of any errors and/or omissions.

ARTICLE 11 - APPOINTMENTS AND STAFF CHANGES

11.01 Vacancies and New Positions

- (a) Appointments to vacancies in existing positions and new positions shall be filled according to the provisions set forth.
- (b) First priority of appointment to a vacancy shall be given to qualified employees previously employed and whose names, are on the re-employment list for the said

class because of lay-off, leave of absence, downward revision of classification, in that order. Where there is more than one qualified employee to be considered in each of the above, seniority shall prevail.

(c) Posting of Vacancies

All vacancies which are to be filled or newly established positions, shall be posted for at least **seven (7)** calendar days unless the Employer and Union agree to a longer or shorter period.

Postings shall include hours of work, closing date and time, rates of pay, initial location and minimum qualifications.

Posting of part-time vacancies shall include the scheduled hours of work for each position.

The Union shall be sent copies of all job postings.

(d) Temporary Vacancies

When a Temporary Vacancy of a duration of one hundred and twenty (120) days or longer exists the vacancy shall be posted and filled in accordance with the terms of Article 11.01 subject to the following:

Temporary positions shall be posted **for no more than 24 months** and filled in accordance with the terms of Article 11.01 subject to the following:

- i. One additional posting shall be required for the position of the employee transferred or promoted as a result of the original posting. The additional posting shall be for a minimum of three (3) working days. Additional postings shall not be required after the second posting, however the employer shall consider existing employees before hiring outside the scope of the union.
- ii. If as a result of the posted temporary position an individual is hired from outside the existing work force, the temporary employee shall be considered terminated upon completion of the temporary position and shall not be entitled to notice of dismissal as provided in Article 9.04;
- iii. Should the temporary position subsequently become a permanent position, it shall be posted and filled in accordance with Article 11.01.
- iv. If the temporary position is filled with a permanent employee, the permanent employee will be returned to their former position upon completion of the temporary work.
- v. The temporary position can be extended for any period of time as mutually agreed to by the Union and the Employer.
- vi. If the Employer decides to end the temporary position, which may occur at any time during the definite period, the Employer will give the employee notice as provided in The Labour Standards Act. The length of time the

employee has been working in the temporary position will be used to calculate the notice. When the notice period expires, the employee shall be returned to their original position. If an individual is hired from outside the bargaining unit, for the temporary position, the employee shall be deemed terminated after the notice period expires.

- (e) Employees shall apply in writing, email or fax to the Human Resources Department, or Employer designate as noted on the posting for any vacancy on or before the closing date of the posting. Applications submitted in advance of the posting shall be accepted by the Employer, with the proviso that advance applications must be renewed every three (3) months.

- (f) Appointment Based on Seniority

For all posted vacancies, the senior qualified applicant who possesses the ability shall be appointed. To be considered qualified, applicants must meet the minimum requirements as set forth in the job specifications for the position involved. To be considered to possess ability, the applicant must be capable of performing the typical duties and responsibilities outlined in the job specification for the position involved.

- (g) Notification of Appointment

All candidates covered by this agreement and the Union's designates in Regina and Saskatoon shall be advised, within seven (7) calendar days of making the appointment, in writing, of the name of the applicant selected for the vacancy. Upon request, an unsuccessful applicant will be given written reasons stating why the applicant was not successful. Upon request of the Union, in the course of a grievance investigation (which may precede the formal filing of a grievance), the Employer shall provide the Union with a list of names of all applicants to the competition being investigated.

- (h) Upon request, the designated supervisory official will inform an unsuccessful applicant of the reasons for his/her application being rejected.

11.02 Trial Period on Promotion, Transfer, Demotion and Re-Employment

- (a) A permanent full-time employee who is promoted or who is transferred or voluntarily demotes to a different position, **classification and/or a different department**, shall be required to serve a **six (6)** month trial period. Permanent part-time employees, temporary and casual employees under the same circumstances will be required to work the equivalent of **one hundred and twenty-four (124)** full days or a period of **twelve (12)** months, whichever comes first.

An employee, who transfers to or is re-employed in accordance with Article 9.06 (a), Re-employment on Termination, in a position in the same classification, or is

re-employed in accordance with Article 9.06 (a), Re-employment on Termination, demotes or transfers to a position in a classification he/she previously held, will not be required to serve a trial period.

- (b) The trial period for the incumbent of a particular position may be extended for such period as may be agreed upon between the parties.
- (c) If, within the set period he/she fails to qualify or requests to revert to his/her former position, he/she shall be returned to his/her former position without loss of seniority or increment benefits, provided that he/she was not appointed or transferred from the re-employment list, whereupon he/she would be returned to the re-employment list. All employees impacted by this reversion shall return to their former position.

11.03 Temporary Performance of Higher Duties

Where the Employer gives a clear directive assigning an employee to perform the duties of a higher in-scope position, the employee shall be paid on the following basis:

- (a) For all hours assigned and so worked, the employee shall be paid at a step in the higher range which provides a minimum increase of **nine (9%)** percent over his/her current rate, however, in no case shall it be less than the minimum or more than the maximum of the range for the higher class.
- (b) Increments for Temporary Performance of Higher Duties

When an employee is assigned temporary performance of higher duties continuously for more than one (1) year, he/she shall be entitled to annual increments in the range for the higher paid position, one (1) year after any increment is granted to him/her under (a) of this Article. However, where the employee before such increment date, becomes entitled to an increment under the salary range for his/her permanent position, which would result in a higher salary, his/her increment date for the higher range shall be that for his/her permanent position.

- (c) Permanent employees shall be assigned to the duties of a higher in-scope position by work unit, provided they are qualified, on a rotational basis. **It is agreed that permanent employees shall be offered such higher duties prior to calling in casual employees in accordance with Article 14.07.**

11.04 Temporary Performance of Lower Duties

A permanent employee or a casual employee working a pre-scheduled shift temporarily assigned to perform the duties of a lower paid position shall not suffer any decrease in earnings.

This provision shall not apply to shifts where a casual employee accepts to work an

additional shift on a day where the casual employee was not already scheduled to work.

11.05 Promotional Pay Increase

- (a) On the promotion of a permanent employee, including a permanent employee on probation, his/her new rate of pay shall be the minimum of the range for his/her new classification, or such step in the new range which yields a minimum increase of eight (8%) percent.
- (b) If the promotion yields an increase of more than ten (10%) percent, the employee's increment date will then be changed to the date of promotion.
- (c) The employee's rate, following promotion shall not exceed in any instance, the maximum of the range for his or her new class.
- (d) Whenever an employee's increment date or an adjustment in salary occurs on the same date as the promotion or reclassification, the employee shall receive his/her increment or adjustment before the promotion formula is applied.

11.06 Transfer

(a) Position Classification Transfer

A permanent full time employee may request a lateral transfer at any time within their same classification (in the same location and department) by filing with the Out of Scope Manager an internal application form. Every reasonable effort will be made to grant such a request when a vacancy occurs. The Employer will provide justification to the Union when requests cannot be granted. In the case of more than one application, consideration will be given in order of seniority.

- (b) When an employee is transferred, his/her rate of pay and his/her increment date shall not be changed, except where the rate of pay in his/her old position is between two rates in the new position, in which case his/her rate of pay will be increased to the nearest higher rate.

11.07 Demotion

When for any reason a permanent employee voluntarily takes a demotion, or is involuntarily demoted, his/her increment date shall not be changed. His/Her rate of pay shall be adjusted as follows:

- (a) Whenever his/her rate prior to demotion is above the maximum established for the class into which he/she is taking demotion, it shall be reduced to the maximum.
- (b) Whenever his/her rate prior to demotion is within the range of pay established for the class into which he/she is taking demotion, it shall remain the same until his/her increment date and then be increased to the next higher step in the range.

- (c) An employee who is involuntarily demoted shall have recourse to the grievance procedure.

11.08 Return to Previously Held Position

An employee who promotes, transfers, or demotes to a previously held position within a five (5) year period shall be paid at the same step in the range at which the employee was being paid when she/he last occupied that position. **Where Articles 11.05, 11.06 or 11.07 provided for a step in the range greater than that held when the employee last occupied the position, such article(s) shall apply.**

11.09 Initial Probation

During the initial probationary period, employees shall be entitled to all rights and benefits of this Agreement, It is understood that the probationary period is for the Employer to assess the general suitability of employees. Termination can only be grieved if the Employer was discriminatory or acted in bad faith.

11.10 Probation Period

The length of time required for an initial probationary period will be six (6) months for full-time employees. Part-time, temporary and casual employees will be required to work the equivalent of one hundred and twenty four (124) full days or a period of twelve (12) months, whichever comes first, for their initial probation. Temporary and casual employees who have completed their probationary period and are subsequently appointed to a permanent position in the same classification will not be required to serve a further probationary period.

An employee who has not completed her/his initial probationary period and is appointed to another position shall complete the remainder of the probationary period in the new position; and Article 11.02 – Trial Period on Promotion, Transfer, Demotion and Re-Employment, shall apply calculated from the effective date of appointment to the new position.

11.11 Extension of Probationary Period

The probationary period for the incumbent of a particular position may be extended for such period as may be agreed upon between the parties. The request for extension shall be in writing.

11.12 Performance Evaluations

Performance evaluations shall be completed on every employee during his/her probationary period. The supervisor shall discuss the evaluation with the employee and have him/her sign to indicate as to having read the evaluation prior to submitting the evaluation to the

Human Resources Department. The employee shall be provided with a copy of his/her evaluation.

11.13 Reversion Rights – Temporary Vacancy/Position

Employees who are promoted or transferred into a temporary position or temporary vacancy shall, upon the expiration of the temporary appointment, revert to their previous position without loss of rights or benefits.

ARTICLE 12 - CLASSIFICATION AND RECLASSIFICATION

12.01 Class Plan

The Employer shall maintain a position classification plan. Amendments to the classifications may be made by the Employer from time to time as changes in organization and work assignments require. Written class specifications for each class of position shall be provided to applicable employees and a complete set of class specifications shall be provided to a designated elected union official. Written class specifications will include a description of duties and qualifications.

These new or changed jobs will need to be evaluated as per the Maintenance Plan.

12.02 Classification Manual

Copies of the Manual of Class Specifications, currently maintained, shall be kept in the Saskatchewan Cancer Agency locations and shall be available for inspection to employees during business hours. The Manual of Class Specifications may be posted on the internal web-site, instead of having a paper copy.

12.03 New Classes

- (a) If the Employer proposes to establish a new class or revise an existing class, it shall give notice of such intention to the Union, and shall complete a questionnaire to be forwarded to the Maintenance Committee for evaluation and placement in the appropriate pay band. Upon request, the Human Resources Division will provide a copy of the questionnaire to the Union.
- (b) The establishment of the final rate of pay shall be retroactive to the date of the filling of the vacancy.

It is understood between the parties that the Arbitrator shall deal with existing classes only, except when a new class has been proposed by the Employer.

12.04 Classification and Reclassification

- (a) An employee, who has completed his/her initial probationary period, may submit a

request for re-evaluation when they feel their duties and responsibilities have changed substantially since the job's last evaluation by submitting a written questionnaire to Human Resources who in turn will notify the Union of receipt of the questionnaire and forward the questionnaire to the Maintenance Committee for evaluation and placement in the appropriate pay band.

The manager may request a re-evaluation when they assign new duties or responsibilities to an existing position or they have a new job with unique duties or responsibilities by submitting a written questionnaire to Human Resources who in turn will notify the Union of receipt of the questionnaire and forward the questionnaire to the Maintenance Committee for evaluation and placement in the appropriate pay band.

- (b) **If approved, the reclassification will be effective the first (1st) Sunday following the date of request for reclassification.**

12.05 Time Limits - Grievance

If the employee's request for re-evaluation is considered and the employee is dissatisfied with the outcome, he/she may access the Appeal Process in accordance with the time limits as outlined within the Maintenance Plan.

12.06 Re-evaluation Without Challenge

If upon review, a position is re-evaluated with a higher salary range, the employee shall be appointed to the new higher pay band when the re-evaluation was approved to:

- (i) correct an error in classification, no change in duties and responsibilities being involved, or
- (ii) conform to a changed allocation standard.

12.07 Re-evaluation Subject to Challenge

When the re-evaluation and movement to a higher pay band is due to new or additional duties and responsibilities, the incumbent shall be appointed to the new higher pay band, subject to challenge from other more senior employees. In this instance, the re-evaluated position will be posted and a more senior applicant, to successfully challenge, must show that the additional duties and responsibilities resulting in the re-evaluation should have been assigned to him/her rather than the incumbent.

Human Resources and the designated union official shall decide on the validity of the challenges.

12.08 Establishment of Qualifications

If the original incumbent is not qualified for the re-evaluated position, a period of one (1) year will be allowed in which to establish qualifications. If the incumbent fails to establish minimum qualifications within the one (1) year period, he/she shall be removed from the position and be eligible to access Article 13 and his/her position shall be posted in accordance with Article 11.

An employee does not have to upgrade qualifications if he/she has been employed in the position for five (5) or more consecutive years prior to the date of the re-evaluation.

12.09 Salary on Reclassification

(a) Upward Reclassification

If a position is reclassified upward and the incumbent of that position is appointed to it, he/she shall be paid as if he/she were promoted to the position according to the provisions of Article 11.05.

(b) Downward Reclassification

If a position is reclassified downward, the incumbent shall have his/her name placed on a re-employment list for a class similar to and with the same salary range as his/her position before it was downgraded.

(c) Rate Adjustments Resulting From Reclassification

Until it is possible for the Human Resources Department to place the incumbent of a downgraded position as in (b) above, his/her rate will be adjusted as follows:

(i) If his/her rate is above the maximum of the class to which his/her position has been downgraded, he/she shall retain his/her rate until the range for the lower level overtakes his/her rate, at which time his/her rate will be adjusted to the new maximum.

(ii) If his/her rate is below the maximum of the class to which his/her position has been downgraded, he/she shall retain his/her rate until his/her increment date, at which time his/her rate will be adjusted to the next higher step in the range, and he/she will receive succeeding annual increments up to but not beyond the maximum.

(d) The incumbent of a downgraded position shall have the right to accept or reject any position offered to him/her pursuant to (b) above. If he/she rejects the position offered to him/her, his/her salary shall be adjusted in accordance with Article 11.07.

(e) If within two (2) years subsequent to the downward reclassification, an employee promotes to his/her former class, he/she shall be entitled to return to his/her former

step in the higher range subject to any increments he/she would have received had the downward reclassification not taken place.

ARTICLE 13 - LAY-OFF

13.01 Employer to Inform

It is agreed that the Employer will provide the Union with sixty (60) days written notice of job abolitions. Employees shall receive notice according to the notice period provided by the Labour Standards Act, but in no case shall the employee receive less than four (4) weeks notice. Notice shall be deemed to be given if a definite term is stated at the commencement of the period of employment. If the employee laid off has not had the opportunity to work the above notice period, the employee shall be paid in lieu of work for that period.

13.02 Exercise of Options

Subject to the stipulation in Article 13.03, a permanent employee, subject to lay-off, shall have the right to exercise one of the following options:

- (a) To exercise "bumping" (displacement) rights on the basis of his/her total seniority, provided he/she is qualified to perform the work. "Bumping" may be exercised within the employees classification laterally having the same maximum hourly rate of pay or downwards. The series of classifications in each instance shall be as agreed upon between the Employer and the Union.
- (b) To go on lay-off.

13.03 Notice to Exercise Options

An employee who intends to exercise his/her rights under this Article shall indicate such intention in writing to **Human Resources** within three (3) working days following receipt of the lay-off notice.

13.04 Bumping Rights

Bumping rights shall be exercised in the following manner:

- (a) In the first instance, the employee shall bump into a position designated by the Employer as vacant in his/her classification within the same locale.
- (b) In the second instance, the employee shall bump a probationary employee with the least service in his/her own classification within the same locale.
- (c) If there are no probationary employees in this classification, the employee shall

bump an employee with the least total seniority in his/her own classification within the same locale.

- (d) If the employee cannot bump on the basis (a), (b) or (c) above the employee shall have the right to either:
 - (i) bump to a different locale in the same orderly manner as (a), (b) or (c) above; or
 - (ii) bump laterally in a series of classification provided he/she is qualified to perform the work in Article 13.02. The order shall be so outlined in (a), (b) (c) above, but not restricted to the same locale; or
 - (iii) bump downward in a series of classifications provided he/she is qualified to perform the work in Article 13.02. The order shall be as outlined in (a), (b) or (c) above, but not restricted to the same locale.
- (e) An employee whose job has been abolished shall have the right to elect to resign or retire and receive severance pay during any stage of the bumping procedure.
- (f) An employee whose job has been abolished shall have the right to elect to go on lay-off during any stage of the bumping procedure.
- (g) An employee whose job as been abolished and elects to go on lay-off may, at any time during the two (2) years on lay-off, elect to resign or retire and/or at the end of the two (2) year period be entitled to collect severance pay based on the rate effective at the time of lay-off.

13.05 Acceptance of an Offer of a Position

- (a) An employee will have five (5) working days to consider the formal offer of a position made as a result of exercising his/her bumping rights under Article 13.04.
- (b) If an employee does not accept an offer of a position in his/her own classification in the bumping process, he/she will be placed on lay-off.
- (c) If an employee does not accept an offer of a position in a lateral or downward series of classification, he/she will be placed on lay-off.

13.06 Rights of Employees Who Are Bumped

The bumping rights described in Articles 13.02, 13.03, 13.04 and 13.05 shall also apply to a permanent employee who has been bumped.

13.07 Re-Employment List

An employee who has exercised his/her rights to bump an employee in a lower classification or an employee who has been laid off, or an employee who elects to go on lay-off, shall have his/her name placed on a re-employment list for the classification he/she occupied at the time and for such other classifications for which he/she is deemed by the Employer to be qualified.

An employee who has been laid off shall have his/her name kept on the re-employment list for an unbroken period not to exceed two (2) years (any time served during a trial period in accordance with Article 11.02 (c) shall not remove the employee from the re-employment list and shall not be counted towards the two (2) year maximum). He/She shall be entitled to reject three (3) call-backs to positions in classification other than that which he/she occupied at the time of lay-off, before his/her name shall be removed from the re-employment list. However, he/she shall not be entitled to reject a call-back to a position in the same classification he/she occupied at the time of lay-off.

13.08 Re-Employment After Lay-Off

- (a) When an employee is re-employed after lay-off in a position in the same pay range to that which he/she held prior to lay-off, he/she shall be paid at the step in the range, subject to any wage adjustment, which he/she received at the time of lay-off.
- (b) When after lay-off, an employee is employed in a position having a lower salary range than that which he/she held prior to lay-off, he/she shall be paid as follows:
 - (i) When there is a rate equivalent to that which he/she was formerly paid, he/she shall be paid at that rate.
 - (ii) When there is no rate equivalent to his/her former rate, he/she shall be paid at the higher rate in the new range nearest to his/her former rate.
 - (iii) When the former rate of pay exceeds the maximum for the new position, he/she shall be paid the maximum in the range for the new position.

13.09 Promotion After Lay-Off Salary Adjustment

When, as a result of a competition, an employee after lay-off is employed in a classification having a higher salary than the position which he/she held prior to lay-off, he/she shall have his/her salary adjusted as on promotion.

ARTICLE 14 - HOURS OF WORK

14.01 Monday through Friday

The Employer shall have the right to schedule work for SPBC employees and the Prevention Coordinator, to provide a seven (7) hour and forty-six (46) minute shift ending at 9:00 p.m., and may

be required to work on a Saturday. Such shifts will firstly be filled by voluntary request and if no volunteers, by a Management decision, but cannot create an undue hardship for an employee.

- (a)
 - (i) The normal hours of work, except for Lodge and SPBC employees, shall be 8:00 a.m. to 4:30 p.m., Monday through Friday, seven (7) hours forty-six (46) minutes per shift (one hundred and eight point seven five (108.75) hours in three (3) weeks).
 - (ii) The Employer shall have the right to schedule work for some employees to provide a seven (7) hour forty-six (46) minute shift no earlier than 7:00 a.m. and ending no later than 9:00 p.m. By mutual agreement between the Employer and the employee, the employee may "flex" his/her work time between such hours.
 - (iii) A casual employee scheduled to work shall be given forty-eight (48) hours notice of cancellation of his/her shift or be paid in full for such shift.
 - (iv) Schedules shall be posted at least seven (7) days in advance of the start of the schedule.
 - (v) Employees shall have the option of exchanging shifts with employees of the same classification, with the approval of the Employer, provided there is no extra cost to the Employer.
 - (vi) Split shifts will only be implemented with prior mutual agreement between the Employer and the Union.
 - (vii) Employees working shifts under (2) above shall rotate through shifts on a weekly basis unless otherwise mutually agreed.
- (b) An employee working a shift of at least five (5) hours (exclusive of an unpaid lunch period) shall be granted a forty-four (44) minute unpaid lunch period occurring approximately midway through the shift, as mutually agreed between the Supervisor and employee involved. Employees required by the Employer to work during their scheduled lunch period will have their lunch period rescheduled to an alternate time during the shift. Every effort shall be made to ensure that the rescheduled lunch period does not commence within two (2) hours of the end of the shift. Employees whose lunch period is not rescheduled will be paid for the lunch period at overtime rates.
- (c) Lodge employees shall work day, evening and night shifts of seven (7) hours (forty-six) 46 minutes per shift (one hundred and eight point seven five (108.75) hours in three (3) weeks) excluding an unpaid lunch period. The work week for lodge employees will commence with the evening shift on Sunday and end with the day shift on Friday.

- (d) The Employer shall have the right to schedule work for SPBC employees, to provide a seven (7) hour and forty-six (46) minute shift ending at 9:00 p.m., and may be required to work on a Saturday. Such shifts will firstly be filled by voluntary request and if no volunteers, by a Management decision, but cannot create an undue hardship for an employee.
- (e) Employees shall be entitled to take one (1) day off every third week on the following basis:
 - (i) Such days off shall be adjacent to Saturdays and Sundays except as may be mutually agreed between the Employer and the employee.
 - i. Employees on sick leave, vacation leave, education leave or other approved leave with or without pay shall resume their normal work cycle when they return to work.
 - (iii) While on sick leave or vacation leave, the number of days charged against the employees sick or vacation leave shall not include his/her scheduled days off during that period.
 - (iv) Scheduled days off that fall on Statutory Holidays shall be rescheduled to the preceding or next following working day by mutual agreement.
 - (v) Work performed on days off shall be compensated as per Article 14.02 (b) and (c).
 - (vi) Other than full time employees who work less than the normal hours of work, as defined in Article 14, will have the option to decline this day off in order to have the opportunity to work additional hours, without the payment of overtime, up to the normal hours of work, as defined in Article 14.
 - (vii) **Where an employee initiates a change to the additional day off, such change will not result in the payment of overtime. Such employee shall be paid at regular rates of pay. Such must be approved by the manager.**
- (f) An employee working a shift of at least three (3) hours (exclusive of a lunch period) shall be granted one (1) fifteen (15) minute rest period occurring approximately midway through the shift, as mutually agreed between the Supervisor and the employee involved.

An employee working a shift of at least seven (7) hours (exclusive of a lunch period) shall be granted two (2) fifteen (15) minute rest periods. The rest periods will occur approximately midway through each half of the shift, as mutually agreed between the Supervisor and the employee involved.

(g) (i) Increase in Hours – Permanent Part Time

A permanent part time employee's hours can be permanently increased without a posting, unless it results in a change in status from permanent part time to permanent full time. Changes in status from permanent part time to permanent full time must be posted according to Article 11 (Appointments and Staff Changes).

An employee whose permanent part time position is abolished as a result of an increase in hours to permanent full time, shall be placed on the re-employment list if they are not the successful applicant in the resulting posting.

(ii) Decrease in Hours

If a permanent full time employee's hours are permanently reduced or permanent part time employee's hours are permanently reduced by greater than 20%, Article 13 (Layoff) will apply, if the employee is not willing to accept the reduced hours.

14.02 Overtime

For the purpose of Article 14.02 – Overtime, a day shall be defined as the twenty-four hour period calculated from the time the employee commences the scheduled shift.

Overtime will be distributed as equitably as possible amongst qualified employees. Employees will not be required to work overtime against their wishes when other qualified employees within their classification and department are willing to perform the work.

Overtime Rates

Payment of overtime shall be as set out in the following subsections:

- (a) Employees required to work in excess of seven (7) hours and forty-six (46) minutes on regular working days shall be paid for overtime worked at the rate of one and one-half (1 1/2) times the employee's hourly rate for the first four (4) hours worked and at double (2) time for all hours worked above four (4) overtime hours on that day. An employee who is required by the Employer to report back to work premises after leaving the premises shall be guaranteed a minimum of two (2) hours.
- (b) Overtime worked between 12:00 midnight and 7:00 a.m. shall be paid at the rate of double time (2).
- (c) An employee, who is required to work on his/her regularly assigned day of rest (including earned day off) shall be paid at the rate of double time for all hours

worked, with a minimum two (2) hours guarantee at overtime rates.

(d) Call Back

An employee who receives a call-back and is required to report back to work premises for overtime after he/she has left his/her place of work shall be paid for a minimum of two (2) hours at overtime rates.

The mileage allowance provided for in Article 22.01 (a) or reimbursement for taxi fare shall be applicable.

(e) Time-Off in Lieu

Upon the employee's request, and when mutually agreeable, overtime may be taken as time off, calculated at the appropriate overtime rates.

(f) An employee who is called in and works overtime for four (4) or more hours of the eight (8) hours preceding the employee's next scheduled shift, shall have the right, except in emergent situations, to designate that scheduled shift or part thereof as an unpaid rest period.

14.03 Shift Premium

A shift premium of **two dollars and ten cents (\$2.10)** per hour shall be paid to employees working shifts (including shifts worked on Statutory Holidays) whereby the majority of such hours fall within the period of 1500 hours and 0800 hours. Shift premium shall not apply to overtime worked.

14.04 Standby

- (a) Employees required by the Employer to be on Standby on weekends, including weekends to which a Statutory Holiday is immediately adjacent, shall be paid four dollars and twelve cents (\$4.12) per hour for each hour required to be on Standby with a minimum of eight (8) hours. On a regular working day, two dollars and nineteen cents (\$2.19) per hour shall be paid for each hour required to be on Standby with a minimum of eight (8) hours.
- (b) Employees on Standby must be available to respond without undue delay to any request to return to duty.
- (c) Provided it is agreed to by the Employer in advance, employees on Standby may make mutual arrangement with other qualified employees to replace them, and must advise the Employer of such change.

14.05 Weekend Premium

All employees shall have at least one weekend off in every three (3) week period. Those employees required to work on the third (3rd) Saturday and/or Sunday shall be paid at overtime rates of pay for all hours so worked on the third (3rd) Saturday and/or Sunday except where it is mutually agreed otherwise between the Employer and the Union. Insofar as possible, within established staffing patterns, employees will be scheduled for weekends off on an equitable basis.

Notwithstanding the above part-time and casual employees may work additional weekends at regular rates of pay upon mutual agreement between the Employer and employees affected.

A weekend premium of **one dollar and eighty cents (\$1.80)** in addition to any other shift differential shall be paid for each hour worked by an employee on each shift where the majority of hours of the shift falls between 0001 Saturday and 2400 hours Sunday. When an employee is receiving overtime pay, weekend premiums will not apply.

14.06 Phone Calls After Hours

An employee who is required to work resulting from a phone call from the workplace, but does not involve a return to work, shall be paid at straight time rates of pay for each hour or portion thereof worked, for a minimum of one-half (1/2) hour.

This provision does not apply for phone calls occurring within two (2) hours of the start of a minimum call back in accordance with Article 14.02 e).

14.07 Casual Call-In

Casual employees who have the necessary qualifications shall be called in to a work unit so that each casual employee has the opportunity to an equitable number of hours per year. **It is agreed that eligible employees will be offered temporary performance of higher duties in accordance with Article 11.03 prior to calling in casual employees.**

ARTICLE 15 - HOLIDAYS

15.01 *Public Holidays*

The following shall be considered **Public Holidays**:

New Year's Day
Thanksgiving Day
Victoria Day
Boxing Day

Labour Day
Easter Monday
Christmas Day
Saskatchewan Day

Good Friday
Remembrance Day
Canada Day
Family Day

plus all other Federally and Provincially proclaimed holidays.

15.02 Days of Rest

- (a) For **Public Holidays** that fall on a Sunday, other than Christmas Day, the day off in lieu thereof will be granted on the following Monday.
- (b) **Public Holidays** other than Christmas and Boxing days falling on a Saturday, the day off in lieu thereof will be granted on the preceding Friday or the following Monday.
- (c) Subject to (a) above, Christmas and Boxing days falling on a Saturday and Sunday, the days off in lieu thereof shall be granted so as to ensure four (4) consecutive days off, including the Saturday and Sunday involved.
- (d) Every effort shall be made by the Employer to announce their choice of options under (b) and (c) above, at least thirty (30) days in advance.

15.03 Working on a *Public Holiday*

A full-time employee who is required to work on a **Public Holiday**, shall be entitled to leave of absence with pay of one and one-half (1-1/2) days in lieu of the said **Public Holiday**, provided that if such leave of absence with pay cannot be granted within three (3) months the employee shall be paid, in addition to his/her regular pay, at the rate of one and one-half (1-1/2) times the regular pay for the **Public Holiday** worked. By mutual agreement the three (3) month period for granting leave with pay may be extended.

If an employee is required to work part of a day, the employee shall either be paid at the rate of one and one-half (1 ½) times their regular rate of pay or upon mutual agreement shall receive equivalent time off in lieu of payment.

An employee who is required to perform overtime shall be paid at the rate of two and one-half (2-1/2) times his/her regular pay for each hour in excess of normal working hours which he/she works.

15.04 Overtime For Working a *Public Holiday* on an Assigned Day of Rest

When a full-time or part-time employee is required to work on the calendar date of a **Public Holiday** which falls on an employee's assigned day of rest the employee shall be paid at the rate of double (2X) the employee's regular rate of pay for all hours worked on the calendar date of the **Public Holiday**. The day off in lieu for full time employees shall be granted in accordance with Article 15.02. Part-time employees are paid for the **Public Holiday** in accordance with Article 15.06.

15.05 Public Holidays Earned Prior to Workers' Compensation Board Leave

Public Holidays earned prior to Workers' Compensation Leave but not taken, shall be rescheduled by mutual agreement when the employee returns to work or be paid out.

15.06 Public Holiday Premium

Permanent part-time employees and casual employees shall receive a premium of five (5%) percent on all straight time pay in lieu of **Public Holidays**. For working on a **Public Holiday**, payment shall be made on the basis of one and one-half (1 1/2) times for the regular hours worked and the premium as identified above.

Temporary employees shall receive leave of absence with pay for **Public Holidays** for those **Public Holidays** which fall within their term of employment.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Application for Leave of Absence

All requests for leave of absence or extensions thereto must be submitted in writing to the immediate Supervisor or his/her designate. Except in extenuating circumstances the Employer will notify the employee of the results within fourteen (14) calendar days after receiving the request.

16.02 General Leave

Insofar as the regular operation of the facility will permit, leave of absence, without pay, may be granted provided the employee presents valid reasons for requiring such leave. Such requests shall not be unreasonably denied and shall be granted in a fair and equitable manner.

16.03 Maternity Leave

An employee shall be entitled to maternity leave without pay, provided that she presents a medical certificate confirming the pregnancy and showing the probable date of delivery. The following conditions shall apply:

- (a) Maternity leave shall be granted to a maximum of twelve (12) months. An employee shall be entitled to one extension such that the entire maternity leave shall not exceed twelve (12) months.

In extenuating circumstances, the leave may be extended up to an additional six months.

- (b) An employee wishing to return to work before the approved end date shall submit a written request to the Employer at least thirty (30) calendar days prior to the

new requested end date. An employee wishing an extension to the approved end date shall submit a written request to the Employer at least thirty (30) calendar days prior to the expiration of the approved leave.

- (c) An employee who is unable to perform her regular duties because of the pregnancy, but is qualified and able to perform other work, shall be accommodated where possible, subject to bona fide occupational qualifications and provided that such accommodation does not create an undue hardship.
- (d) An employee who is unable to perform her regular duties for medical reasons directly related to a pregnancy/birth and cannot be accommodated, shall be eligible to take immediate maternity leave or claim sick leave for absences prior to and/or after approved maternity leave, or substitute sick leave for what would have been scheduled days of work during maternity leave.
- (e) Maternity leave will be granted with the assurance that the employee will resume employment in the same position that she occupied prior to the granting of such leave. If, however, her position is abolished during her leave she shall be subject to layoff as if she had been occupying the position at the time of its abolition.
- (f) Employees shall earn seniority while on maternity leave.

16.04 Adoption Leave

An employee who adopts a child while employed by the Employer shall be entitled to adoption leave without pay and with accrual of seniority for up to one (1) year as requested by the employee. The following conditions shall apply:

- (a) The employee shall give the Employer notice of the possibility of adoption upon determination of eligibility.
- (b) Such leave will be granted with the assurance that the employee will resume employment in the same position and at the same step in the salary scale that he/she occupied prior to the granting of such leave.
- (c) In extenuating circumstances, the leave may be granted for another six (6) months.

16.05 Paternity Leave

Upon request an employee shall be granted up to one (1) year paternity leave without pay and with accrual of seniority with the assurance that the employee will resume employment in the same position and at the same step on the salary scale that he/she occupied prior to the granting of such leave.

In extenuating circumstances, the leave may be granted for another six (6) months.

16.06 Supplemental Employment Insurance Maternity/Paternity/Adoption Supplemental Employment Benefit (SEB)

The Employer will implement a Supplemental Employment Benefits Plan. Employees will receive the Supplementary Employment Benefits if they meet eligibility requirements.

Maternity/Paternity/Adoption Supplemental Employment Benefit (SEB) shall apply to all Employees.

“Eligible Employee” shall mean an Employee who has completed at least thirteen (13) weeks of employment prior to commencing her/his maternity and/or paternity/adoption leave, and who is in receipt of Employment Insurance maternity or paternal/adoption benefits.

Maternity Supplemental Employment Benefits

An Employee, who is in receipt of Employment Insurance (EI) maternity benefits pursuant to the “Employment Insurance Act”, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the Employee is eligible to receive and seventy-five (75%) of the Employee’s regular weekly rate of pay. This SEB payment shall commence following completion of the two (2) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of the EI maternity benefits for a maximum of fifteen (15) weeks.

The Employer will pay seventy-five percent (75%) of the Employee’s regular weekly rate of pay for the two-week waiting period required for maternity benefits under the Employment Insurance Act.

Parental/Adoption Supplemental Employment Benefits

An Employee, who is in receipt of the Employment Insurance (EI) parental/adoption benefits pursuant to the “Employment Insurance Act”, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the Employee is eligible to receive and seventy-five (75%) of the Employee’s regular weekly rate of pay. This SEB payment shall commence following completion of any required two (2) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of EI parental/adoption benefits for a maximum of ten (10) weeks.

If a two-week waiting period is required for parental/adoption benefits under the Employment Insurance Act, the Employer will pay seventy-five (75%) of the Employee’s regular weekly rate of pay for this waiting period.

In instances where two Employees share the paternity/adoption leave and both are

in receipt of EI parental/adoption benefits, both Employees shall be eligible for the SEB to a maximum of ten (10) weeks each.

SEB Payment Calculation

- **SEB payments will be based on the regular weekly rate of pay in the Employee's home position.**
- **The regular weekly rate of pay shall be determined by multiplying the Full Time Employee's regular weekly work hours by the regular hourly rate of the last day worked prior to the commencement of the leave and excludes overtime, premiums and allowances.**
- **Regular weekly work hours for other than full time Employees shall be determined by calculating the average regular hours paid per week over fifty-two (52) weeks preceding the commencement of the leave.**

Salary changes with an effective date during the leave will not result in an adjustment to the SEB payment.

16.07 Reinstatement/Re-employment

(a) Reinstatement Rights

- (i) An employee granted a leave of absence without pay under Article 16.03, 16.04, 16.05 and all leaves of less than ninety (90) days shall, at the end of such leave or such earlier date, as may be agreed by the Employer, be reinstated in the position in which he/she was employed prior to going on leave.
- (ii) If the employee's position was abolished during his/her absence, he/she shall be subject to the provisions of Article 13 as though he/she had been occupying the position at the time of its abolition.

(b) Reinstatement Rights - Other Conditions

Notwithstanding Article 16.06 (a), every effort shall be made to grant a leave of absence on the basis of full reinstatement rights.

(c) Re-employment Rights

When reinstatement rights cannot be granted, the employee may be granted the leave of absence on the basis of re-employment rights entitling him/her to employment in the first vacancy in his/her former classification or related classification (lateral or downward) at the end of the leave of absence.

(d) Leave on the Basis of Reinstatement or Re-employment Rights

At the time the leave is granted it shall be on the basis of reinstatement rights unless indicated otherwise in writing by the Employer.

16.08 Benefits on Leave of Absence

(a) Leave of Absence of Thirty (30) Days or Less

An employee on leave of absence which is thirty (30) calendar days or less shall continue to earn all benefits and increments provided by this agreement excepting statutory holidays.

(b) Leave of Absence of Over Thirty (30) Days

Except as may be specifically provided, an employee on leave of absence, which is more than thirty (30) calendar days, shall not accumulate or earn sick leave, statutory holidays or annual vacation credits for the period in excess of the first thirty (30) calendar days. A new increment date shall be established for determination of increments.

An employee shall accrue a maximum of one (1) year of seniority for any approved paid or unpaid leave of absence.

An employee on Maternity Leave, Paternity Leave or Adoption Leave shall not have a new increment date established for determination of increments.

16.09 Leave in Excess of One (1) Year

When leave is in excess of one (1) year, the employee shall be required to apply for extensions at the end of each completed year, giving proof that the original conditions under which the leave was granted still prevail.

16.10 Leave of Absence after Five (5) Years

Employees with five (5) or more years of service may be granted up to three (3) weeks' leave of absence without pay and without loss of benefits or seniority, per year, on request. The request shall be in writing to the immediate supervisor and granted by the Employer.

Such leave may be granted with annual vacation.

16.11 Bereavement Leave

- (a) The purpose of bereavement leave is to provide a period of absence from the workplace from the date of death up to and including two (2) days after the funeral.
- i. In the event of the death of a parent, spouse, brother, sister, child, common-law

spouse, former guardian, fiancé, grandchild or someone with whom the employee has had a similar relationship, the employee shall receive time off from work without loss of pay and benefits to a maximum of four (4) days based on their scheduled shifts; or

- ii. In the event of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, niece or nephew the employee shall receive time off without loss of pay and benefits to a maximum of two (2) days based on their scheduled shifts.
- (b) Where an employee is required to travel over five hundred (500) kilometers one way to attend the funeral the employee shall receive a maximum of two (2) additional days leave without loss of pay and benefits based on their scheduled shifts. Such leave shall be continuous with the leave as defined in paragraph a).
- (c) The employee may also request vacation or unpaid leave of absence as may be required. This article does not allow for the exclusion of the use of sick leave as per Article 18 in addition to bereavement leave.

16.12 Leave for Pressing Necessity and Personal/Family Responsibilities

(a) Pressing Necessity

An employee may be granted leave with pay for pressing necessities. Requests for this purpose shall be made to the immediate supervisor and granted by the Employer to an extent considered to be fair and reasonable.

(b) Personal/Family Responsibilities

Leave of Absence for Personal/Family Responsibilities is drawn from an employee's accumulated sick leave credits for carrying out a personal or a family responsibility where the employee has an obligation or duty and where the employee may be held accountable or answerable in some manner if the obligation is not met. This leave does not apply to purely discretionary personal or family matters. The individual employee's judgment should be tempered with good faith reasoning and an understanding that if abused the ability to take time off with pay for important personal or family responsibilities may be denied.

In order to meet the Employer's need and patient's need for effective, efficient Cancer treatment and research programs and services, there needs to be a balance between personal/family responsibilities and service delivery to the patients. Employees should provide reasonable notice when they intend to utilize personal/family leave to minimize the negative effect on service delivery and co-worker workload. Requests for leave of absence for Pressing Necessity and/or Personal/Family Responsibilities shall be made in writing to the employee's

immediate supervisor.

Granting leave of absence for Personal/Family Responsibilities is restricted to a portion of the employee's accumulated sick leave credits due to the Federal Government Employment Insurance Regulations.

An employee who maintains a minimum balance of seventy-five (75) sick leave credits may be permitted by the Employer to use up to five (5) sick leave credits each fiscal year (April 1 to March 31) for personal/family responsibilities.

An employee who has an accumulation of less than seventy-five (75) sick leave credits may be permitted by the Employer to use up to three (3) sick leave credits each fiscal year (April to March 31) for personal/family responsibilities.

The Employer reserves the right to request evidence from the employee that the leave is for personal/family responsibilities.

An explanation will be provided to the employee where the Employer denies the employee's request for leave under this Article.

Employees who are denied leave under this Article or who have exceeded their yearly maximum sick leave credits (3 or 5 days) may use EDO's, vacation, or other leave provisions.

16.13 Medical or Disability Leave

(a) Leave

An employee suffering prolonged illness shall, on application, be granted leave of absence as follows when all sick leave credits have been expended:

- i. The employer shall not permanently fill the employee's position for a period of eighteen (18) months while the employee is on leave of absence for prolonged illness. The employee shall be entitled to return to their home position within this time, when medically able to do so. If it is determined the employee will not be able to return to their home position, the parties may waive the eighteen (18) month provision, allowing the position to be filled permanently.
- ii. Following the completion of the eighteen (18) month leave period and when medically able to return to work, the employee shall be placed on the re-employment list and granted re-employment rights as per Article 16.06 (c).

(b) Return To Work

A joint Return to Work committee will be established and meet as the need arises to deal with employees able to return to work from Medical or Disability leave.

- i. If an employee incurs a disability which prevents their return to work in the occupation held prior to the disability and the employee is capable of carrying out other duties, the parties shall mutually arrange to place the employee in a suitable position.
- ii. The Employer may utilize the following options to assist in the placement of the employee:
 - a) re-employment list at the employee's request;
 - b) redeployment;
 - c) severance at the employee's request;
 - d) normal retirement at the employee's request;
 - e) career assistance options at the employee's request;
 - f) bumping;
 - g) other options as agreed by the parties
- iii. The terms of reference for the committee and process for using these options shall be developed by the Return to Work Committee and recommended to the parties for approval.

16.14 Medical Care Leave

An employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time shall be granted time off with pay. Such time off will not be deducted from the employee's sick leave accumulation and shall not exceed sixteen (16) working hours per **calendar** year except in extenuating circumstances. Such time off shall be for the purposes of attending to health-care appointments only. On request, employees will be required to show proof of such leave.

16.15 Leave for Union Business

- (a) The Saskatchewan Cancer Agency agrees to continue to pay normal salary and benefits to employees delegated on a short term basis of one (1) month or less to attend to Union business, and that the Agency is to charge the local union for reimbursement of the cost. Such costs shall only include:
 - (i) Actual lost wages;
 - (ii) Employer's share of Canada Pension Contributions;
 - (iii) Employer's share of Unemployment Insurance premiums;
 - (iv) Employer's share of Pension Contributions;
 - (v) Employer's share of Group Insurance premiums;
 - (vi) Workers' Compensation premiums.
- (b) On leaves of absence of more than one (1) month, and at the request of the Union, the Saskatchewan Cancer Agency agrees to pay normal salary and benefits to an

employee, and will charge the Union, in addition to those costs set forth in (a) above an appropriate amount for the following benefits:

- (i) Vacation
 - (ii) Statutory Holidays
- (c) On leaves of absence of more than ninety (90) calendar days, and at the request of the Union, the Saskatchewan Cancer Agency agrees to pay normal salary and benefits to an employee, and will charge the Union, in addition to those costs set forth in a) and b) above an appropriate amount for the following benefits:
- (i) Employer's share of Dental Plan premiums;
 - (ii) Employer's share of Enhanced Medical/Dental premiums; and
 - (iii) Sick leave

Dependant upon need and provided replacement staff is available to work at regular rates of pay, the Saskatchewan Cancer Agency agrees to backfill the position while the employee is on Leave for Union Business.

16.16 Jury and Court Witness Duty

An employee called for jury duty shall be granted up to fourteen (14) calendar days leave of absence with pay. Upon request, the Employer will provide the employee with a letter confirming hardship should the employee be required to sit on a jury expected to last for more than fourteen (14) calendar days.

An employee subpoenaed to appear as a court witness shall be granted one (1) day leave of absence with pay. In extenuating circumstances, at the discretion of the Employer, leave of absence with pay for Court Witness Duty may be extended.

An employee subpoenaed to appear as a witness in any hearing related to the employee's employment shall be granted leave of absence with pay.

This provision, however, shall not apply if the employee is a witness for any party, including the Union, taking an action against the Employer (including arbitration).

16.17 Leave for Public Office

Upon written request an employee shall be granted reasonable leave of absence without pay to seek nomination as a candidate and to be a candidate for a municipal, provincial or federal election or an election for a school division, conseil scolaire or district health board.

Upon written request an employee shall be granted reasonable leave of absence as may be necessary for the employee to fulfill the duties of an elected public office if elected to a municipal, provincial or federal government or board of education, conseil scolaire or district health board.

16.18 Education Leave

An employee may be granted up to forty-eight (48) months leave of absence without pay for Education Leave. Where such leave is granted, it will be granted with Reinstatement/Re-employment rights in accordance with Article 16.06.

(a) In-Service Education/Staff Development

In-service education, workshops and seminars will be provided within normal working hours whenever possible. An employee authorized to attend a specific training course, seminar, school, etc. that falls on his/her earned day off shall have the day off rescheduled by mutual agreement.

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

(b) Cardiopulmonary Resuscitation

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

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

(c) Tests and Examination

Employees shall not suffer any loss of pay while writing examinations or tests required by the Employer.

(d) Upgrading

An employee may be given assistance by the Employer to attend a specific training course, seminar, school, etc. pertaining to the employee's classification and job.

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

Tuition costs, registration fees, or expenses incurred may be paid by the Employer. Where an employee's attendance is required at a conference, workshop or similar educational session, normal salary and benefits shall be continued for the scheduled work days not worked during that period of absence. In addition, all registration or tuition fees and reasonable and substantiated expenses related to the session shall be paid by the Employer.

16.19 Compassionate Care Leave

The purpose of compassionate care leave is for the employee to access time away from work, without pay, to provide care or support to a gravely ill family member with a significant risk of death. Such leave shall be granted in order to ensure that the employee has access to the Federal Compassionate Care Benefit Program. The employee may also request vacation, Statutory Holidays, time off in lieu or unpaid time off as required. Requests for compassionate care leave shall be submitted in writing.

16.20 Failure to Return

Failure to return from leave of absence on the appropriate date may be deemed to be a termination unless the employee can show justifiable reasons for failure to return to work

ARTICLE 17 - VACATION LEAVE

17.01 Vacation Credits

(a) Allowance First Fiscal Year And Transition Years

(i) Vacation During the Fiscal Year

When an employee commences employment on the first day of the month on which employees under this Agreement work, he/she shall be entitled from that day to the following March 31, to a vacation leave with pay of one and one-quarter (1 1/4) days for each completed calendar month of service.

(ii) Vacation During Transition Years

A "transition year" shall mean the fiscal year in which the employee becomes entitled to earn vacation at a higher rate. Vacation entitlement during a transition year shall be calculated as follows:

(# of calendar months from April 1 to the month preceding the month in which the employee becomes entitled to earn vacation at the higher rate

X

Monthly rate of earning vacation)

+

(# of calendar months from the month in which the employee becomes entitled to earn vacation at the higher rate to March 31

X

Higher Monthly rate of earning vacation)

=

Vacation entitlement for Transition Year

(example – employee will complete 6th year of employment in July of current fiscal year. April 1 to June is 3 months; July to March 31 is 9 months. Therefore, as of April 1 the employee will be credited with:

$(3 \times 1 \frac{1}{4} \text{ vacation days}) + (9 \times 1 \frac{2}{3} \text{ vacation days}) = \underline{18 \frac{3}{4} \text{ days}}$

(iii) Vacation Scheduling

The vacation leave provided for in this Article may be taken in part or in whole only after it is earned. Notwithstanding this provision and, subject to Article 17.08, the Employer may at the employee's request grant leave that would be earned by the following March 31. In the event that an employee does not receive direction by the Employer to take his/her leave by March 31, he/she shall be paid for such in lieu, at his/her normal rate of pay on the same basis as it was earned.

(iv) Vacation Request Denial

When the Employer denies a vacation request, a reason will be provided to the employee in writing.

(b) Three (3) Weeks Vacation

Subject to Article 17.08 and Article 17.01 (a) (ii), employees shall be entitled to take three (3) weeks vacation leave with pay during the first and subsequent complete fiscal year following the date of employment. Such leave shall be earned at the rate

of one and one-quarter (1 1/4) days for each completed calendar month of service.

(c) Four (4) Weeks Vacation

Subject to Article 17.08 and Article 17.01 (a) (ii), employees shall be entitled to take four (4) weeks vacation leave with pay during the first and subsequent complete fiscal years following the date in which they complete **three (3)** years of service. Such leave shall be earned at the rate of one and two-thirds days (1 2/3) for each completed calendar month of service.

(d) Five (5) Weeks Vacation

Subject to Article 17.08 and Article 17.01 (a) (ii), employees shall be entitled to take five (5) weeks vacation leave with pay during the first and subsequent complete fiscal years following the date in which they complete fourteen (14) years of service. Such leave shall be earned at the rate of two and one-twelfth (2 1/12) days for each completed calendar month of service.

(e) Six (6) Weeks Vacation

Subject to Article 17.08 and Article 17.01 (a) (ii), employees shall be entitled to take six (6) weeks vacation leave with pay during the first and subsequent fiscal years following in which they complete twenty-four (24) years of service. Such leave shall be earned at the rate of two and one-half (2 1/2) days for each completed calendar month of service.

(f) Permanent part-time, temporary and casual employees shall receive vacation pay, payable with each cheque or immediately preceding their vacation period on the following basis:

6.18% of straight time pay plus staff off pay, if he/she earns vacation leave at one and one-quarter (1 1/4) days per month.

8.24% of straight time pay plus staff off pay, if he/she earns vacation leave at one and two thirds (1 2/3) days per month.

10.30% of straight time pay plus staff off pay, if he/she earns vacation leave at two and one twelfth (2 1/12) days per month.

12.37% of straight time pay plus staff off pay, if he/she earns vacation leave at two and one half (2 1/2) days per month.

17.02 Vacation Year

The vacation year shall be interpreted to mean April 1st to March 31st.

17.03 Payment for Unused Vacation

An employee who leaves the employment of the Employer shall be paid in lieu of unused vacation leave on the basis of vacation earned as in 17.01 above.

17.04 Vacation Pay Advance

An employee shall be entitled, once a year, to receive vacation pay in advance for the month in which his/her vacation leave begins. Payment of such vacation pay shall be based on the vacation leave to be taken which includes statutory holidays and shall be made on the Friday preceding the first day of vacation leave provided that the employee requests in writing to his/her immediate supervisor not less than fourteen (14) calendar days before the commencement of his/her leave that he/she wishes payment to be made pursuant to this section.

17.05 Choice of Vacation Dates

Every effort will be made to permit the taking of vacation leave between May 1st and October 1st in each year. Vacation leave shall be rotated to ensure equality regardless of seniority.

17.06 Carry-Over of Vacation

The Employer, at the request of an employee, may authorize the carry-over of annual vacation to an extent considered feasible. Except in extenuating circumstances, the Employer will notify the employee of the results within fourteen (14) calendar days of after receiving the request.

17.07 Restriction of Vacation

Where the granting authorities find it necessary to restrict vacation in whole or in part, the employee shall be entitled to receive pay in lieu thereof.

Where an employee is called back to work from vacation, the employee shall be paid a minimum of four (4) hours at the rate of double time for each hour so worked. The vacation days worked will be rescheduled as vacation at a mutually agreeable time.

17.08 Repayment of Vacation

An employee leaving the employ of the Employer who has been granted more vacation leave than is due him/her shall have such over payment deducted from any monies owed him/her by the Employer.

17.09 Designated Holiday During Vacation

When any holiday designated in Article 15.01 falls within an employee's annual vacation, he/she shall be granted one (1) additional days vacation.

17.10 Vacation on Retirement

Employees leaving the Employer on or after age sixty-five (65), or at anytime following the completion of thirty-five (35) years' service, shall be entitled in the fiscal year of retirement to three (3), four (4), five (5) or six (6) weeks' vacation leave or pay in lieu thereof.

17.11 Displacement of Vacation

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

- a) Granted bereavement leave; or**
- b) Hospitalized for two (2) or more days in succession and verified by a medical doctor; or**
- c) Confined due to illness for a duration of more than three (3) days, as verified by an medical doctor; or**
- d) On sick leave immediately prior to commencing his/her scheduled vacation and such illness continues into the period of scheduled vacation, as verified by a medical doctor.**

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

17.12 Vacation Status

The Employer shall notify, in writing, the employee of his/her eligibility for an increase in vacation benefits. The employer at the request of the employee shall provide to the employee his/her current vacation status.

17.13 Vacation Pay for Partial Months of Service and on Supplementary Earnings

In respect of supplementary earnings (over and above regular salary but excluding vacation pay) an employee shall receive, together with his/her cheque for such supplementary earnings, vacation pay there on at the rate of:

Six per cent (6%) if he/she earns vacation leave at one and one quarter (1 ¼) days per month.

Eight per cent (8%) if he/she earns vacation leave at one and two thirds (1 2/3) days per month.

Ten per cent (10%) if he/she earns vacation leave at two and one twelfth (2 1/12) days per month.

Twelve per cent (12%) is he/she earns vacation leave at two and one half (2 ½) days per month.

17.13.1 Partial Months of Service

Where in any calendar month of employment an employee does not receive the full monthly salary for the position he/she occupies for any of the following reasons:

- (a) On commencement of employment he/she began work on a day other than the first (1st) day of the month on which employees under this Agreement work;
- (b) On termination of employment he/she ceased work at the close of business on a day other than the last day of the month on which employees under this Agreement work;
- (c) He commenced leave of absence without pay of greater than thirty (30) calendar days on a day other than the first (1st) day of the month on which employees under this Agreement work;
- (d) He returned to work from a leave of absence of greater than thirty (30) calendar days on a day other than the first (1st) day of the month on which employees under this Agreement work;
He shall receive together with his/her regular pay for that part month, vacation pay there on at the following rates:
- (e) six (6%) percent if he/she earns vacation leave at one and one-quarter (1 ¼) days per month
- (f) eight (8%) percent if he/she earns vacation leave at one and two-thirds (1 ⅔) days per month
- (g) ten (10%) percent if he/she earns vacation leave at two and one-twelfth (2 ⅓) days per month.
- (h) twelve (12%) percent if he/she earns vacation leave at two and one-half (2 ½) days per month.

An employee shall not earn vacation leave with pay during any period for which he/she receives vacation pay under this section.

17.13.2 Supplementary Earnings

In respect of supplementary earnings (over and above regular salary but

excluding vacation pay) an employee shall receive, together with his/her cheque for such supplementary earnings, vacation pay there on at the rate specified in 17.13.1 (e), (f), (g) or (h).

ARTICLE 18 - SICK LEAVE

18.01 Definition

Sickness shall include sickness within the usual meaning of the term and shall include injury other than accidental injury arising out of, and in the course of, employment with the Employer except as designated in Article 18.02 next following.

18.02 Third Party Claims

An employee who is unable to work because of illness or disability resulting from circumstances entitling him/her to entitlements or benefits from a third party shall not be eligible for sick leave during the period of such entitlement. The Employer, instead of paying benefits under sick leave, may authorize advances or loans to such employee from the employee's accumulated sick leave credits. The advances or loans shall not exceed the employee's current accumulation of sick leave credits and shall be repaid out of entitlements or benefits, if any, paid to the employee by the third party. The Employer, upon authorizing such advance or loan is deemed to be an assignee of and is subrogated to all rights of recovery of the employee from a third party to the full extent of the entitlements paid or payable to the employee pursuant to the advance or loan authorized. Upon recovery, any sick leave credits used for an advance or loan shall be reinstated.

18.03 Accumulation of Sick Leave Credits

Employees shall be entitled to draw on their accumulation to a maximum of two hundred and sixty-two (262) consecutive working days.

(a) Full time employees shall earn sick leave credits at the rate of fifteen (15) working days per year (one and one quarter (1/1/4) days per month).

(b) Part-time and casual employees shall accumulate sick leave credits on a pro-rata basis, and be entitled to draw on their accumulation to such an extent he/she would have worked that day had he/she not been sick to a maximum of 262 consecutive working days.

(a) Under Three (3) Months

Probationary employees in full-time positions with less than three (3) months service shall be allowed one (1) week's sick leave.

(b) Over Three (3) Months

Probationary and permanent employees in full-time positions with three (3) or more months continuous service shall, at the beginning of a fiscal year, be credited with fifteen (15) working days sick leave with pay in respect of that fiscal year. Such leave shall be earned on the basis of one and one-quarter (1-1/4) days for each completed calendar month of service. Any unused days of the foregoing amounts shall be accumulated from year to year. Employees shall be entitled to draw on their accumulation to a maximum of two hundred and sixty-two (262) consecutive working days.

- (c) Temporary, part-time, and casual employees shall accumulate sick leave credits on a pro-rata basis, and be entitled to draw on their accumulation to such an extent he/she would have worked that day had he/she not been sick to a maximum of 262 consecutive working days.

Temporary and part-time employees shall be credited with sick leave in accordance with (a) and (b) above on a pro-rated basis.

- (d) **Repayment of Sick Leave**

An employee leaving the employ of the Employer who has been granted more sick leave than is due him/her shall have such overpayment deducted from any monies owed him/her by the Employer.

18.04 Designated Holidays During Sick Leave

Holidays designated in Article 15.01 occurring during the period when an employee is on sick leave shall not be charged against the employee's sick leave credits.

18.05 Reporting of Sick Leave

Employees will notify the Employer in the normal manner of an expected absence from work prior to the commencement of their normal starting time or as soon as it is practical thereafter.

The employee shall notify the supervisor of the anticipated return to work. Employees shall notify their supervisor of any limitations or restrictions, verified by a licensed medical practitioner, prior to their return.

18.06 Sick Leave - Mutual Concern

The use of sick leave is of mutual concern between the Union and Management.

18.07 Information Concerning Accumulated Sick Leave Credits

The Employer agrees to inform each employee as to his/her accumulated sick leave credits

on or about March 31st each year. The Employer further agrees to provide an employee with such information upon request anytime during the year.

ARTICLE 19 - SAFETY AND HEALTH

19.01 Influenza Vaccine

- a) **The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Health Officer or in compliance with applicable provincial legislation, the following rules shall apply:**
- i. To insure the safety of patients and other employees, all employees shall, subject to following, be required to be vaccinated for influenza.**
 - ii. If the full cost of such immunization is not covered by some other source, the Employer shall pay the full or incremental cost for the vaccine and will endeavor to offer vaccinations during the Employee's working hours. In addition, Employees will be provided with information, including risks and side effects, regarding the vaccine.**
 - iii. Employers recognize that employees have the right to refuse any required immunization**
 - iv. If an employee refuses to take the vaccine required under this provision, in the event of an outbreak in the facility, the employee shall be placed on unpaid leave of absence. If Applicable, the employee has the option of taking antiviral drugs and returning to work when cleared or not taking the antiviral drugs and being reassigned by the Employer where practicable. If an employee is placed on unpaid leave, he/she may use vacation credits or banked time in lieu of overtime as per Article 17 and 14.02 in order to maintain his/her income.**
 - v. If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, he/she will be reassigned during the outbreak period. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees. If reassignment is not possible the employee will not suffer any loss of pay or reduction in sick leave credits.**

- vi. **If an employee gets sick as a result of the vaccination, and applies for Workers' Compensation Benefits, the Employer will not oppose the claim.**
- vii. **Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.**

- b) **This clause shall be interpreted in a manner consistent with the Saskatchewan Human Rights Code.**

19.02 Radiation Exposure

- (a) Subject to 19.01 (b), Radiation Therapist 1, 2 and 3, nurses who assist in the operating room implantation of radioactive material, and technicians involved in the operation and maintenance of equipment used in radiation treatment who, in the judgment of the Employer are regularly engaged in duties which expose them to radiation, shall be entitled to an additional week of vacation leave each year.
- (b) This provision shall apply only to persons described in 19.01 (a), who were so employed in a Saskatchewan Cancer Clinic on March 31, 1976, or to whom a valid offer of employment had been made by such date.

19.03 Occupational Health and Safety Administration

- (a) Occupational Health and Safety Committees

In each locale of the Employer there shall be an Occupational Health and Safety Committee consisting of representation from the Union and the Employer and the parties agree to cooperate in the establishment and ongoing function of this committee.

- (b) Referral of Safety Concern

An employee or a group of employees who have a health or safety concern should endeavour to resolve the concern by first referring the concern to the immediate supervisor or Safety Officer, who will investigate and take remedial action. Should the concern not be addressed, the employee or group of employees shall bring the concern to the attention of the Occupational Health & Safety Committee.

- (c) Duties of the Committee

The Occupational Health and Safety Committee shall hold meetings and regular inspections to deal with all unsafe, hazardous or dangerous conditions without loss of pay. Minutes of all committee meetings shall be provided to the Union, Employer and Occupational Health and Safety Branch of the Department of Human Resources, Labour and Employment of the Province of Saskatchewan.

(d) Safety Measures

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

(e) 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 would be unusually dangerous to their health and safety or that of their co-workers, until steps have been taken to satisfy them otherwise or until the Occupational Health and Safety Officer has established the matter. The worker may not be discriminated against by reason of the fact that he/she has exercised this right. An Employer may, however, temporarily assign the employee alternate work, at no loss of pay, until the matter has been resolved.

(f) 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. No disciplinary action shall be taken against an employee under these conditions.

19.04 Vaccination and Inoculation

The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees. Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee. The Committee may consult with the Medical Health Officer. Where the Medical Health Officer identifies such a risk, the immunization shall also be provided at no cost. The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to bodily fluids.

ARTICLE 20 - WORKERS' COMPENSATION

20.01 Wage Continuance

When an employee is injured in the performance of his/her duties, or when an employee incurs an industrial illness, and the accident or illness is compensable under the provisions of the Workers' Compensation (Accident Fund) Act, **the difference between the employees regular net pay and the Workers' compensation payment will be paid by the employer for a period not to exceed one year and shall not reduce the employee's**

sick leave credits. In no event will the amount paid to the employee be less than the amount the Employer receives from the Workers' Compensation Board. .

20.02 Benefit Continuance

For periods of time during which benefits are being paid under the provisions of the Workers' Compensation (Accident Fund) Act, an employee shall be entitled to earn benefits under this Agreement as follows:

- (a) When leave is for ninety (90) consecutive calendar days or less, all of the benefits of this Agreement except designated holidays.
- (b) When leave is for more than ninety (90) consecutive calendar days but not more than one hundred and eighty two (182) consecutive calendar days, vacation leave credits and seniority credits only.
- (c) When leave is for more than one hundred and eighty two (182) consecutive calendar days, seniority credits only.

20.03 Wage Advance

Pending receipt of payments from the Workers' Compensation Board, an employee shall receive advances up to the amount of his/her normal earnings, less income tax deductions provided, however, that the Employer in its discretion, may limit such advances to the amount of an employee's accumulated sick leave benefits as at the commencement of his/her disability. Proof of disability will be required before such advances are made.

ARTICLE 21 - PAY ADMINISTRATION

21.01 Appendix "A"

The rates of pay contained in Appendix "A" attached hereto and forming a part of this Agreement shall be the rates of pay received by employees of the Employer.

21.02 Pay Periods

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

A Statement of Earnings accounting for gross earnings, deductions there from and net earnings shall be supplied to the employee for each pay period.

21.03 Increments

- (a) Annual Increments

A permanent employee shall be granted annually, an increment within his/her salary range.

(b) Increments for Permanent Full Time Employees

Annual increments shall be effective on the anniversary dates of appointment, provided that where the implementation of the pay plan, or any other section of the Agreement, established the increment date of an employee, that date shall be deemed to be the anniversary date of that employee.

(c) Increment While on Leave or Lay-off

When an employee returns to work after not more than one (1) month leave of absence without pay or lay-off, there shall be no change in his/her increment date.

When an employee returns to work after more than one (1) month leave of absence without pay or lay-off, he/she shall be eligible to receive an increment subject to (a) and (b) following such time as he/she has accumulated a full twelve months service following his/her last anniversary date including any service prior to the taking of leave of absence without pay or lay-off. This date then becomes his/her new anniversary date.

When the leave is for illness covered by leave of absences with pay or leave for union business there shall be no change in the increment date, regardless of the length of the leave of absence.

(d) Increments for Less than Full Time Employees

Employees who work less than the normal hours of work shall receive half (1/2) increments on the following basis:

- (i) When the employee has worked half the normal hours in a year or a year has elapsed from the date of employment (or from their last increment), whichever occurs later, the employee shall be entitled to the first half of the increment.
- (ii) When the employee has worked the balance of hours to complete a normal year's hours, the employee shall be entitled the full increment (second (2nd) half of the increment).
- (iii) Thereafter, advancement through further steps of the scale shall be in accordance with (i) and (ii) above.
- (iv) The increment shall be implemented in accordance with Article 21.03 (b).

21.04 Non-Registered Rate

- (a) Employees who are hired into positions requiring registration with a Professional Association and who are qualified but not registered will be paid at a rate which is ninety (90%) of the lowest step in the regular range until such time as they are registered.
- (b) Employees who become registered with their Professional Association will have their pay adjusted, effective the first of the month following registration.

21.05 Pay Range

- (a) Assignment of a Higher Pay Range

If a higher pay range is assigned to a position or class of positions, the employee shall move to the same step in the new pay range as that at which he/she was being paid in the previous range, except where the length of the range has been increased, employees who have been at the maximum for more than one (1) year will have their rates adjusted to the new higher step(s) based on the number of years they have been at the maximum.

- (b) Assignment of a Lower Pay Range

If a lower pay range is assigned to a position or a class of positions, the employee shall retain his/her salary until his/her increment date, at which time he/she shall go to the next step in the new range.

- (c) Lowered Pay Range

When a lower pay range is assigned to a class of positions and an employee's current salary is above the maximum of such range, his/her salary shall remain set at the specific rate he/she was earning at the time until he/she is placed in another position allowing him/her to continue to earn additional increments. The Employer shall endeavour to place the employee in a position with a salary range equal to that of his/her former classification, subject to the provisions of Article 11.01 (b).

- (d) Position Election

An employee shall have the right to accept or reject such a position offered to him/her pursuant to sub-section (c) of this section. If he/she elects to reject the position offered, he/she shall be subject to a reduction in pay as on a voluntary demotion. If he/she elects to accept the position offered, he/she shall be required to complete satisfactorily, the probationary period for such position, and in the event of failing to do so, he/she shall be entitled to return to his/her former position, but shall be subject to a reduction in pay as on a voluntary demotion.

21.06 Death of an Employee

In the event of the death of an employee, any amounts normally due him/her under the provisions of this Agreement, shall be paid to his/her estate.

21.07 Recognition of Previous Experience

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

- (a) Full-Time Previous Experience**
 - (i) greater than one (1) year experience but less than two (2) years experience within the past five (5) years immediately preceding the date of hiring - placement at Step 2;**
 - (ii) two (2) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 3;**
 - (iii) three (3) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 4;**
 - (iv) four (4) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 5;**
 - (v) five (5) years of experience within the past six (6) years immediately preceding the date of employment - placement at Step 6.**

- (b) Other Than Full-Time Previous Experience**
 - (i) greater than one thousand eight hundred and eighty five (1885) paid hours but less than three thousand seven hundred seventy (3770) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 2;**
 - (ii) three thousand seven hundred and seventy (3770) paid hours experience within the past five (5) years immediately preceding date of employment - placement at Step 3;**
 - (iii) five thousand six hundred and fifty-five (5655) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 4;**
 - (iv) seven thousand five hundred and forty (7540) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 5;**
 - (v) nine thousand four hundred and twenty-five (9425) paid hours experience within the past six (6) years immediately preceding the date of employment - placement at Step 6.**

- (c) Notwithstanding the above, for the purposes of determining initial salary rate only, the Employer will recognize the Portability of Benefits provisions that exist in the other health care collective bargaining agreements in Saskatchewan (CUPE, HSAS, SEIU, SGEU or SUN).**

21.08 Wage Credits

Except in the appointment of temporary and less than full-time employees, in hiring rates of pay shall normally be at the minimum of the salary ranges provided, however, the Employer may approve a higher rate where the selected applicant possesses education and/or experience which exceeds the minimum requirements for the classification. The Employer will post the rate at which it has given such approval and an outline of the qualifications of the person appointed.

Any employee in the same classification who is being paid at a rate lower in the range and who believes he/she possesses qualifications equivalent to the person appointed may, within thirty (30) calendar days of such posting, request that the Employer review his/her qualifications and salary. If, as a result of the review, a salary adjustment is considered to be warranted, the Employer shall so authorize.

If, for reasons other than qualifications in excess of minimum requirements the Employer authorizes original recruitment at a rate above the minimum of the salary range, it agrees to review the experience of present employees in the classification and, where necessary, adjust the salary of those with the same qualifications or experience as that recruited.

ARTICLE 22 - ALLOWANCES

22.01 Expenses Reimbursed

The Employer shall reimburse employees for reasonable expenses incurred by them on authorized Employer business. Receipts for expenditures shall be supplied by the employee on the basis of Employer policy direction.

- (a) An employee authorized to travel on Employer business utilizing a privately owned automobile shall receive allowances in accordance with the mileage rate established by the Public Service Commission from time to time.
- (b) Employees shall be reimbursed for accommodation at a private residence or actual and reasonable hotel expenses, supported by a receipt, as established by Employer policy.
- (c) Employees shall be entitled to meal allowances as established by the Public Service Commission from time to time.

22.02 Relocation on Promotion and Voluntary Transfer or Demotion

- (a) An employee whose headquarters is changed as a result of a promotion, voluntary transfer or demotion which is in the interest of the Employer shall be allowed reasonable expenses for the transportation of his/her household goods and for the transportation and sustenance enroute of himself/herself and his/her dependents, plus sustenance for himself/herself at the rates set out in Article 22.01 for that number of calendar days not exceeding thirty (30) at the new headquarters during which he/she

has not been able to secure a self-contained domicile.

- (b) In special circumstances, an employee may claim for his/her dependents a maximum of two (2) calendar days sustenance at regular rates at the new headquarters.
- (c) Notwithstanding the scale of allowances provided for in 22.01, an employee who contracts for board and/or room shall not receive more than out-of-pocket expenses under any circumstances.
- (d) For purposes of this article, dependent shall mean spouse and dependent children domiciled with the employee.

22.03 Relocation on Involuntary Transfer

An employee whose headquarters is changed as a result of an involuntary transfer shall, in addition to all allowances provided by Article 22.01 be entitled to the following benefits.

- (a) Up to four (4) days leave with pay for purposes of obtaining a residence at the new headquarters.
- (b) Normal travel and sustenance allowances for the employee and spouse, if applicable, during the period of leave referred to above.
- (c) Temporary storage of household goods for a period of up to thirty (30) calendar days where necessary.
- (d) An incidental relocation allowance of two hundred (\$200) dollars (no receipts required) to cover such items as appliance hook-ups, drapery and floor covering alterations etcetera.
- (e) Subject to documentation, the payout of a housing lease if the lease cannot be terminated without cost to the employee.

22.04 Reimbursement for Uniforms

Employees who are required by the Employer to wear a uniform will be reimbursed for such uniform(s) upon presentation of receipt as per Letter of Understanding #6.

Effective January 1, 2013 the following shall apply:

22.04 Uniforms

Employees shall be paid an annual lump sum payment of \$85.00. Such payment shall be paid by January 31st of each year. For less than full-time employees the payment shall be prorated based on time worked in the previous calendar year.

ARTICLE 23 - SEVERANCE

23.01 Severance Pay

An employee whose job has been abolished or who has been informed in writing that his/her job has been abolished, and who elects to resign or retire on immediate pension shall be entitled to severance pay on the basis of one (1) week's pay for each completed year of service. Service for the purpose of this provision shall include continuous service in positions both within and outside the scope of this Agreement but shall not include time spent on the lay-off list. Uninterrupted service with the Executive Government of Saskatchewan for those employees who transferred to the Employer on August 1, 1979 shall count for the purposes of this Article.

ARTICLE 24 - GENERAL PROVISIONS

24.01 Technological Change

(a) Technological Change - Notice

If, as a result of the Employer introducing new equipment or major changes in operating methods, or dissolution of department, 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 the existing work force. By mutual agreement of the Employer and the Union, the above time limit may be adjusted to suit individual circumstances.

(b) Technological Change - Discussion

Upon notification as above, the Employer and the Union will commence discussion as to the effect on personnel and application of this Article.

(c) Technological Change - Maintenance of Wages

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

(d) Technological Change - New Jobs or Substantially Changed Jobs

Where the Employer has established a new class, in accordance with Article 12.03 or has assigned substantially new duties or responsibilities to an existing class in accordance with Article 12.04, rates of pay shall be established in accordance with Article 12. .

(e) Technological Change - Training

Where practicable, any training or retraining required to fill the new positions shall be provided by the Employer at the employee's regular rate of pay.

(f) Technological Change - Reduction of Work Force

If application of this Article requires a reduction in the work force, such reduction will be carried out under the terms of Article 13.

24.02 Employment Security

The parties agree to enhance the employment security of the members of the bargaining unit and to work jointly to seek efficiencies and cost savings in order to avoid job abolition.

Union and Employer will meet to review employment security before February 28th of each year, to ascertain the extent to which employment security can be provided in the next budget year.

In the face of possible job loss as a result of budgetary downsizing, transfer of services (devolution), reorganization, or contracting out, the Employer and the Union agree to take the following steps as alternatives to job loss:

- Joint Union/Management Committee to review to identify alternative cost savings to avoid job abolition;
- Examine feasibility of retraining affected employees for available jobs;
- Allow greater flexibility in transfer, demotion, or redeployment provisions prior to job loss;

If the foregoing does not prevent job loss, the following will apply:

On Budgetary Downsizing

1. Canvass employees wishing to access leave of absences, or voluntary resignations and access career assistance options as may be available from a provincial health sector labour adjustment strategy, if any.
2. Bumping process.
3. Access to career assistance options as may be available from a provincial health sector labour adjustment strategy, if any.

On Transfer of Services (Devolution)

1. All possible options will be explored by the Employer to maintain employment within the Agency for those employees that request it upon notification of a transfer of services.
2. If transferred, the employee's name will be maintained on a re-employment list for

up to two (2) years.

3. The collective agreement will be transferred with the employees in accordance with Section 37 of the Trade Union Act.

On transfer, where an employee's job is changed such that it is tantamount to a job abolition, employee may choose to access leaves of absence, voluntary resignation and access career assistance options as may be available from a provincial health sector labour adjustment strategy, rather than accept employment with the new Employer.

On Contracting Out

It is not the intention of the Employer to enter into new contracting out of work arrangements that directly result in the loss of any permanent employee's employment during the term of the collective agreement. However, if it becomes necessary to contract out, the following principles will apply:

- The Employer will endeavour to avoid contracting out work that can be done by employees of the Agency in an effective, efficient manner within the operational time constraints of the work. The Employer is prepared to receive submissions from the Joint Union/Management Committee and the Union in this regard.
- The Union will be provided with as much notice as possible, with a minimum of thirty (30) calendar days notice and an opportunity to discuss any planned intent to contract out.
- In reviewing new and existing contracting out, where it may be feasible that the work can be performed by Agency employees, the parties agree to work together towards accomplishing this goal.
- When contracting out bargaining unit work, the Employer will ensure no permanent employee will lose employment as a direct result of contracting out.
- Employees affected will have access to lay-off provisions of the collective agreement.
- Employees on recall as a result of contracting out will have their names maintained on the re-employment list for three (3) years.
- Existing historical employment practices related to contracting work out will not be restricted by this provision.
- The Union is prepared to examine ways to deal with barriers that cause the Employer to contract out work due to a lack of flexibility. The parties will work together to keep this work within the Saskatchewan Cancer Agency and SGEU agreement.
- The parties agree to examine training opportunities to avoid long term contracting out situations.

Reorganization

1. Affected employees will be retrained to meet new organizational needs, if at all possible.
2. Canvass employees wishing to access leaves of absence, or voluntary resignation

- and access career assistance options as may be available from a provincial health sector labour adjustment strategy, if any.
3. Bumping process.
 4. Access career assistance options as may be available from a provincial health sector labour adjustment strategy, if any.

24.03 Volunteers

Volunteers will be supernumerary to positions in the bargaining unit. The use of volunteers will not result in a reduction of hours or layoff of employees in the bargaining unit. Volunteers will not be used to fill vacant positions or replace existing positions within the bargaining unit.

24.04 Personal Property Loss

An employee's personal property loss or damage by the action of a patient shall be replaced or repaired at the expense of the Employer to a maximum of five hundred (\$500.00) dollars, subject to integration with one hundred (100%) percent coverage by Workers' Compensation Board, provided that reasonable proof of the cause of such damage is submitted by the employee concerned within reasonable time of such loss or damage.

The Chief Executive Officer may authorize replacement or repairs of personal property damaged or lost other than by the actions of a patient.

24.05 Payment of Professional Fees

- (a) Subject to the conditions set out in 24.05 (b), the Employer agrees to pay professional fees of all employees who are required either by statute or by the Employer to be a member of a professional association. For partial years, reimbursement shall be pro-rated on the basis of time worked.
- (b) Payment of fees provided for in (a) above shall be capped at the **rates in effect as at date of signing with the exception of Registered Nurses, Radiation Therapists and Pharmacists whose professional fees shall be paid in total.** Such reimbursement paid by the Employer shall not exceed the amount paid by the employee.

For employees who work less than full-time, the Employer agrees to pay those professional fees where service during the calendar year is forty (40%) percent or more of the normal hours of work. Where service is less than forty (40%) percent, the reimbursement will be pro-rated on the basis of time worked. Payment will be made **when the employee demonstrates attaining 40% of normal hours of work,** following the end of the calendar year or at the date of termination, whichever is earliest.

- (c) Canadian Health Information Management Association (CHIMA) Professional fees will be paid at the current rates capped at **rates at date of signing** for **Clinical Research Associates**. It is understood that CHIMA registration will not be reimbursed where employees receive reimbursement for either the Society of Clinical Research Associates (SoCRA) or the Association of Clinical Research Professionals (ACRP).
- (d) Professional fees will be paid at current rates for RN's and RT's only.
- (e) The Chief Executive Officer may authorize payment for other licenses and fees.

ARTICLE 25 - EMPLOYEE BENEFITS

25.01 Group Life

The Employer will pay for the first ten thousand (\$10,000) coverage under the Group Life Insurance Policy for employees continuing eligibility for that benefit.

Effective January 1,2003

The Employer will pay for the first twenty five thousand (\$25,000) coverage under the Group Life Insurance Policy for employees continuing eligibility for that benefit.

25.02 Dental Plan

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

25.03 Extended Health Plan

Effective April 1, 2004, the Extended Health Plan and Enhanced Dental Benefits Plan shall be funded by the Saskatchewan Cancer Agency each year at an annual rate of three point one per cent (3.1%) of straight time payroll.

25.04 *The Public Employees Pension Plan*

The Public Employees Pension Plan shall be available to eligible employees. Employees currently under pension plans other than the Public Employees Pension Plan shall continue their membership in those plans.

Employer **and employee** contributions will be **7.25%** for employees enrolled in the PEPP.

25.05 EFAP

The parties agree to continue to participate in the Employee and Family Assistance Program (EFAP) as established by the parties.

ARTICLE 26 - JOINT UNION-MANAGEMENT COMMITTEE

Where the parties hereto agree, or at the Union's request, a joint committee shall be set up to deal with such matters of mutual concern as may arise from time to time in the operation of the Employer.

The committee shall meet as and when required upon request of either party within seven (7) calendar days.

ARTICLE 27 - REPRESENTATIVE WORKFORCE

27.01 Preamble

The Union and the Employer agree with the principle of achieving a Representative Workforce for Aboriginal workers. Subject to available funding the Employer and Union will address pro-active processes that support a representative workforce which shall include but not be limited to developing, implementing, monitoring and evaluating initiatives designed to facilitate Aboriginal Participation in the workplace.

27.02 Workplace Preparation

The Parties agree to implement educational opportunities for all employees to deal with the myths and misconceptions about Aboriginal people. This may include enhanced orientation sessions for new Aboriginal employees to ensure a better understanding of the workplace culture and respectful work practices.

27.03 In-Service Training

The Parties agree to facilitate in-service training which may include literacy training and career path counseling/planning.

27.04 Accommodation of Spiritual or Cultural Observances

The Parties agree to make every reasonable effort to accommodate the employee in order for them to attend or participate in spiritual or cultural observances required by faith or culture. It shall be incumbent upon the employee to provide the Employer with reasonable notice of such observances.

MONETARY SCHEDULE

WAGE SCHEDULE

With the exception of Registered Nurses, existing base rates of pay contained within the Pay Equity Pay Band Schedule "A" will be increased as follows:

January 1, 2010

- 1.5% General Wage increase applied to January 1, 2009 base pay rates.

January 1, 2011

- 2.0% General Wage increase applied to January 1, 2010 base pay rates.

January 1, 2012

- 2.0% General Wage increase applied to January 1, 2011 base pay rates.

January 1, 2013

- 0.5% General Wage increase applied to January 1, 2012 base pay rates.

April 1, 2013

- 2.0% General Wage increase applied to January 1, 2013 base wage rates.

Registered Nurse wage schedules shall be implemented as per Appendix B. A lump sum payment based on the Appendix B wage schedule will be made to RN's in lieu of "base rate of pay" retroactivity.

The term of the Collective Agreement shall be from January 1, 2010 to March 31, 2014.

Retroactivity

Retroactivity for wage increases will be based on paid hours for employees on staff as of date of signing the Collective Agreement. Retroactivity for those who have terminated between January 1, 2010 and date of signing the Collective Agreement will be based on paid hours, on condition they apply to the Employer in writing within ninety (90) days of ratification by the parties.

Except as otherwise provided in this Collective Agreement, all Articles take effect thirty (30) days following the date upon which Saskatchewan Cancer Agency and the Union exchange notice of ratification by their principals of the terms of this Collective Agreement.

Employees in the Medical Radiation Technologist – Mammography classification who do not have the required educational qualifications shall be paid at 90% of the salary for the Medical Radiation Technologist – Mammography classification inclusive of any Market Supplements and/or Market Adjustments.

Appendix B: Registered Nurse Wage Schedule

January 1,
2010

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|----|--------------|------------------|------------------|------------------|------------------|------------------|------------------------|
| RN | Base | \$ 28.839 | \$ 29.848 | \$ 30.892 | \$ 31.970 | \$ 33.617 | \$ 33.617 |
| | Supplement | \$ 2.231 | \$ 2.682 | \$ 3.148 | \$ 3.680 | \$ 4.453 | \$ 6.703 |
| | Total | \$ 31.070 | \$ 32.530 | \$ 34.040 | \$ 35.650 | \$ 38.070 | \$ 40.320 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|---------------|--------------|------------------|------------------|------------------|------------------|------------------|------------------------|
| PB 8 - Nurses | Base | \$ 35.129 | \$ 36.358 | \$ 37.628 | \$ 38.944 | \$ 40.832 | \$ 40.832 |
| | Supplement | \$ - | \$ - | \$ - | \$ - | \$ 0.658 | \$ 1.398 |
| | Total | \$ 35.129 | \$ 36.358 | \$ 37.628 | \$ 38.944 | \$ 41.490 | 42.230 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------|--------------|------------------|------------------|------------------|------------------|------------------|
| PB 9 - Nurses | Base | \$ 39.311 | \$ 40.684 | \$ 42.107 | \$ 43.579 | \$ 45.629 |
| | Supplement | \$ - | \$ - | \$ - | \$ - | \$ - |
| | Total | \$ 39.311 | \$ 40.684 | \$ 42.107 | \$ 43.579 | \$ 45.629 |

April 1, 2010

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|----|--------------|------------------|------------------|------------------|------------------|------------------|------------------------|
| RN | Base | \$ 28.839 | \$ 29.848 | \$ 30.892 | \$ 31.970 | \$ 33.617 | \$ 33.617 |
| | Supplement | \$ 3.781 | \$ 4.312 | \$ 4.848 | \$ 5.460 | \$ 6.363 | \$ 8.723 |
| | Total | \$ 32.620 | \$ 34.160 | \$ 35.740 | \$ 37.430 | \$ 39.980 | \$ 42.340 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|---------------|--------------|------------------|------------------|------------------|------------------|------------------|------------------------|
| PB 8 - Nurses | Base | \$ 35.129 | \$ 36.358 | \$ 37.628 | \$ 38.944 | \$ 40.832 | \$ 40.832 |
| | Supplement | \$ 0.421 | \$ 0.862 | \$ 1.332 | \$ 1.846 | \$ 2.728 | \$ 3.508 |
| | Total | \$ 35.550 | \$ 37.220 | \$ 38.960 | \$ 40.790 | \$ 43.560 | \$ 44.340 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------|--------------|------------------|------------------|------------------|------------------|------------------|
| PB 9 - Nurses | Base | \$ 39.311 | \$ 40.684 | \$ 42.107 | \$ 43.579 | \$ 45.629 |
| | Supplement | \$ - | \$ - | \$ 0.353 | \$ 0.891 | \$ 1.851 |
| | Total | \$ 39.311 | \$ 40.684 | \$ 42.460 | \$ 44.470 | \$ 47.480 |

January 1,
2011

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|----|--------------|------------------|------------------|------------------|------------------|------------------|------------------|
| RN | Base | \$ 29.416 | \$ 30.445 | \$ 31.510 | \$ 32.609 | \$ 34.289 | \$ 34.289 |
| | Supplement | \$ 3.204 | \$ 3.715 | \$ 4.230 | \$ 4.821 | \$ 5.691 | \$ 8.051 |
| | Total | \$ 32.620 | \$ 34.160 | \$ 35.740 | \$ 37.430 | \$ 39.980 | \$ 42.340 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|---------------|--------------|------------------|------------------|------------------|------------------|------------------|------------------|
| PB 8 - Nurses | Base | \$ 35.832 | \$ 37.085 | \$ 38.381 | \$ 39.723 | \$ 41.649 | \$ 41.649 |
| | Supplement | \$ - | \$ 0.135 | \$ 0.579 | \$ 1.067 | \$ 1.911 | \$ 2.691 |
| | Total | \$ 35.832 | \$ 37.220 | \$ 38.960 | \$ 40.790 | \$ 43.560 | \$ 44.340 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------|--------------|------------------|------------------|------------------|------------------|------------------|
| PB 9 - Nurses | Base | \$ 40.097 | \$ 41.498 | \$ 42.949 | \$ 44.451 | \$ 46.542 |
| | Supplement | \$ - | \$ - | \$ - | \$ 0.019 | \$ 0.938 |
| | Total | \$ 40.097 | \$ 41.498 | \$ 42.949 | \$ 44.470 | \$ 47.480 |

April 1, 2011

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|----|--------------|------------------|------------------|-----------------|------------------|------------------|------------------|
| RN | Base | \$ 29.416 | \$ 30.445 | \$ 31.510 | \$ 32.609 | \$ 34.289 | \$ 34.289 |
| | Supplement | \$ 4.834 | \$ 5.425 | \$ 6.020 | \$ 6.691 | \$ 7.681 | \$ 10.171 |
| | Total | \$ 34.250 | \$ 35.870 | \$37.530 | \$ 39.300 | \$ 41.970 | \$ 44.460 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|---------------|--------------|------------------|------------------|------------------|------------------|-----------------|------------------|
| PB 8 - Nurses | Base | \$ 35.832 | \$ 37.085 | \$ 38.381 | \$ 39.723 | \$ 41.649 | \$ 41.649 |
| | Supplement | \$ 1.498 | \$ 1.995 | \$ 2.539 | \$ 3.107 | \$ 4.091 | \$ 4.911 |
| | Total | \$ 37.330 | \$ 39.080 | \$ 40.920 | \$ 42.830 | \$45.740 | \$ 46.560 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------|--------------|-----------------|------------------|------------------|------------------|------------------|
| PB 9 - Nurses | Base | \$ 40.097 | \$ 41.498 | \$ 42.949 | \$44.451 | \$ 46.542 |
| | Supplement | \$ 0.603 | \$ 1.112 | \$ 1.631 | \$2.239 | \$ 3.308 |
| | Total | \$40.700 | \$ 42.610 | \$ 44.580 | \$ 46.690 | \$ 49.850 |

January 1,
2012

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|----|--------------|------------------|------------------|------------------|------------------|------------------|------------------|
| RN | Base | \$ 30.004 | \$ 31.054 | \$ 32.140 | \$ 33.261 | \$ 34.975 | \$ 34.975 |
| | Supplement | \$ 4.246 | \$ 4.816 | \$ 5.390 | \$ 6.039 | \$ 6.995 | \$ 9.485 |
| | Total | \$ 34.250 | \$ 35.870 | \$ 37.530 | \$ 39.300 | \$ 41.970 | \$ 44.460 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|---------------|--------------|------------------|------------------|-----------------|------------------|------------------|------------------|
| PB 8 - Nurses | Base | \$ 36.549 | \$ 37.827 | \$ 39.149 | \$ 40.517 | \$ 42.482 | \$ 42.482 |
| | Supplement | \$ 0.781 | \$ 1.253 | \$ 1.771 | \$ 2.313 | \$ 3.258 | \$ 4.078 |
| | Total | \$ 37.330 | \$ 39.080 | \$40.920 | \$ 42.830 | \$ 45.740 | \$ 46.560 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------|--------------|------------------|------------------|------------------|------------------|------------------|
| PB 9 - Nurses | Base | \$ 40.899 | \$ 42.328 | \$ 43.808 | \$ 45.340 | \$ 47.473 |
| | Supplement | \$ - | \$ 0.282 | \$ 0.772 | \$ 1.350 | \$ 2.377 |
| | Total | \$ 40.899 | \$ 42.610 | \$ 44.580 | \$ 46.690 | \$ 49.850 |

April 1, 2012

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|----|--------------|------------------|------------------|------------------|------------------|------------------|------------------|
| RN | Base | \$ 30.004 | \$ 31.054 | \$ 32.140 | \$ 33.261 | \$ 34.975 | \$ 34.975 |
| | Supplement | \$ 4.246 | \$ 4.816 | \$ 5.390 | \$ 6.039 | \$ 6.995 | \$ 9.485 |
| | Total | \$ 34.250 | \$ 35.870 | \$ 37.530 | \$ 39.300 | \$ 41.970 | \$ 44.460 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|---------------|--------------|------------------|------------------|-----------------|------------------|------------------|------------------|
| PB 8 - Nurses | Base | \$ 36.549 | \$ 37.827 | \$ 39.149 | \$ 40.517 | \$ 42.482 | \$ 42.482 |
| | Supplement | \$ 0.781 | \$ 1.253 | \$ 1.771 | \$ 2.313 | \$ 3.258 | \$ 4.078 |
| | Total | \$ 37.330 | \$ 39.080 | \$40.920 | \$ 42.830 | \$ 45.740 | \$ 46.560 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------|--------------|------------------|------------------|------------------|------------------|-----------------|
| PB 9 - Nurses | Base | \$ 40.899 | \$ 42.328 | \$ 43.808 | \$ 45.340 | \$ 47.473 |
| | Supplement | \$ - | \$ 0.282 | \$ 0.772 | \$ 1.350 | \$ 2.377 |
| | Total | \$ 40.899 | \$ 42.610 | \$ 44.580 | \$ 46.690 | \$49.850 |

January 1,
2013

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|----|--------------|-----------------|------------------|---------------|------------------|------------------|------------------|
| RN | Base | \$ 30.154 | \$ 31.209 | \$ 32.301 | \$33.427 | \$ 35.150 | \$ 35.150 |
| | Supplement | \$ 4.096 | \$ 4.661 | \$ 5.229 | \$ 5.873 | \$ 6.820 | \$ 9.310 |
| | Total | \$34.250 | \$ 35.870 | 37.530 | \$ 39.300 | \$ 41.970 | \$ 44.460 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|---------------|--------------|------------------|------------------|------------------|------------------|-----------------|------------------|
| PB 8 - Nurses | Base | \$ 36.732 | \$ 38.016 | \$ 39.345 | \$ 40.720 | \$ 42.694 | \$ 42.694 |
| | Supplement | \$ 0.598 | \$ 1.064 | \$ 1.575 | \$ 2.110 | \$ 3.046 | \$ 3.866 |
| | Total | \$ 37.330 | \$ 39.080 | \$ 40.920 | \$ 42.830 | \$45.740 | \$ 46.560 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------|--------------|------------------|------------------|------------------|------------------|------------------|
| PB 9 - Nurses | Base | \$ 41.103 | \$ 42.540 | \$ 44.027 | \$ 45.567 | \$ 47.710 |
| | Supplement | \$ - | \$ 0.070 | \$ 0.553 | \$ 1.123 | \$ 2.140 |
| | Total | \$ 41.103 | \$ 42.610 | \$ 44.580 | \$ 46.690 | \$ 49.850 |

April 1, 2013

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|----|--------------|------------------|------------------|------------------|------------------|-----------------|------------------|
| RN | Base | \$ 30.757 | \$ 31.833 | \$ 32.947 | \$ 34.096 | \$ 35.853 | \$ 35.853 |
| | Supplement | \$ 4.183 | \$ 4.757 | \$ 5.333 | \$ 5.994 | \$ 6.957 | \$ 9.497 |
| | Total | \$ 34.940 | \$ 36.590 | \$ 38.280 | \$ 40.090 | \$42.810 | \$ 45.350 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Supplement Step |
|---------------|--------------|------------------|---------------|---------------|------------------|------------------|------------------|
| PB 8 - Nurses | Base | \$ 37.467 | \$ 38.776 | \$ 40.132 | \$ 41.534 | \$ 43.548 | \$ 43.548 |
| | Supplement | \$ 0.613 | \$ 1.084 | \$ 1.608 | \$ 2.156 | \$ 3.102 | \$ 3.942 |
| | Total | \$ 38.080 | 39.860 | 41.740 | \$ 43.690 | \$ 46.650 | \$ 47.490 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------|--------------|------------------|------------------|------------------|---------------|------------------|
| PB 9 - Nurses | Base | \$ 41.925 | \$43.391 | \$ 44.908 | \$ 46.478 | \$48.664 |
| | Supplement | \$ - | \$ 0.069 | \$ 0.562 | \$ 1.142 | \$ 2.186 |
| | Total | \$ 41.925 | \$ 43.460 | \$ 45.470 | 47.620 | \$ 50.850 |

Market Adjustment

Effective the date of signing of the Collective Agreement, the following classifications will receive an hourly market adjustment as outlined below:

| | |
|--|------------------|
| Medical Radiation Technologist-Mammography | \$5.022 per hour |
| Pharmacist | \$1.066 per hour |
| Licensed Practical Nurse | \$5.723 per hour |

In addition to the market adjustments contained above, a one-time lump sum pro rata payment will be made to the following classifications

| | |
|--|------------|
| Medical Radiation Technologist-Mammography | - \$20,000 |
| Licensed Practical Nurses | - \$15,000 |

Market Adjustment Process

1. Market adjusted wage rates shall be payable to all eligible Employees in the classifications as listed, subject to paragraphs two (2), three (3) and four (4) below.
2. It is understood that the market adjusted wage rate is separate from the Collective Agreement Pay Equity Pay Band Schedule "A" and is not used in the calculation of the general wage percentage increases for the Pay Equity Pay Band rates. General wage percentage increases shall be calculated on the "base wage" only, and the market adjusted portion of the "total wage" shall be added to the newly revised "base wage." Where a classification is in receipt of a Market Supplement in accordance with the Market Supplement Letter of Understanding, the Market Adjustment will be added after the Market Supplement.
3. The Hourly Market Adjustment Rate shall be added to the maximum (Step 5) hourly rate of the "base wage" Pay Equity Pay Band Schedule "A". The remaining steps shall be calculated by maintaining the same percentage relationship as exists between the steps in the "base wage" Pay Equity Pay Band Schedule "A". Where a classification is in receipt of a Market Supplement in accordance with the Market Supplement Letter of Understanding, the Market Adjustment will be added after the Market Supplement.
4. Market adjusted earnings shall be considered pensionable earnings, shall be subject to statutory deductions, shall be included in the calculation of Employee benefits where appropriate and shall be subject to union dues deductions as per the formula determined by the Union(s).

LETTER OF UNDERSTANDING #1
Re: Extended Hours of Work

The parties hereto agree that, to enhance services, employees may have to be scheduled to work throughout the twenty-four (24) hour day and seven (7) days per week. Should existing programs be expanded and/or new programs be introduced requiring changes to the normal hours of work, the Employer and Union shall negotiate a Letter of Understanding identifying what and how such collective agreement provisions would be changed.

Any proposed change to normal hours of work shall be subject to 60 days notice to the Union by the Employer.

Signed this _____ day of _____, 2012

SIGNED ON BEHALF OF THE
SASKATCHEWAN CANCER
AGENCY

SIGNED ON BEHALF OF THE
THE SASKATCHEWAN
GOVERNMENT & GENERAL
EMPLOYEES' UNION

LETTER OF UNDERSTANDING #2
Re: Education Allowance

It is agreed, in recognition of education attained by Registered Nurses Radiation Therapist (including Dosimetrists, and Student Coordinators), **and Medical Radiation Technologist - Mammography**, to pay, in addition to their salary as set forth in Schedule "A" and allowance of 17 cents, **effective 30 days following ratification this allowance shall increase to \$0.21** per hour for all paid hours.

The education recognized will be as follows:

- a) Registered Nurses- attainment of Oncology Nursing Certification through the Canadian Nursing Association;
- b) Radiation Therapists attainment of advanced certification, **specialty certificate from CAMRT(CTIC, DSP), CMD**
- c) **Medical Radiation Technologist - Mammography – specialty certificate in Breast Imaging from CAMRT(CBI)**

An employee will receive an allowance for only the highest qualification they have as outlined in a) and b) above. The education allowance is not cumulative.
The education allowance is payable only when the course is applicable to the position held by the employee.

Signed this _____ day of _____, 2012

SIGNED ON BEHALF OF THE
SASKATCHEWAN CANCER
AGENCY

SIGNED ON BEHALF OF THE
THE SASKATCHEWAN
GOVERNMENT & GENERAL
EMPLOYEES' UNION

LETTER OF UNDERSTANDING #3
Re: EXTENDED HEALTH AND ENHANCED DENTAL BENEFITS PLAN

The employer assures that the current level of benefits provided, pursuant to the Extended Health and Enhanced Dental Benefits Plan as of April 1, 2004, will continue at no cost to the employee, **until March 31, 2014.**

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

Signed this ____ day of _____, 2012

SIGNED ON BEHALF OF THE
SASKATCHEWAN CANCER
AGENCY

SIGNED ON BEHALF OF THE
THE SASKATCHEWAN
GOVERNMENT & GENERAL
EMPLOYEES' UNION

LETTER OF UNDERSTANDING #4

Re: Job Share

Temporary Job Share

1. Definition

Job sharing shall be defined as the voluntary sharing of a full-time position by two (2) employees, one (1) of whom is the permanent incumbent of the full-time position. Scheduling provisions shall continue to apply to the rotation as if the job share was a full-time position with the exception to Article 14 – EDO's, which each employee will have the right to decide whether they wish to take or not.

2. Explanation

- (a) Job sharing is intended to allow a full-time employee to work less than regular full-time hours, while maintaining status as a permanent employee. If they so desire, job-sharing employees may be offered casual work.
- (b) Job share employees are not responsible to cover unplanned sick leave absences of their job share partner.

3. Initiation

- (a) A job share arrangement shall only be initiated upon the request of a non-probationary full-time employee (referred here after as the Permanent Incumbent) and a second employee, (here after referred to a the Other Than Full Time employee) submitted through their immediate manager. Initial requests to convert to job share shall be considered in order of seniority for an identified Classification.
- (b) A request for job share is subject to the approval of the Employer.

4. Duration, Renewal, Termination

- (a) An approved job share shall be for a maximum of eighteen (18) months and a minimum of four (4) months.
- (b) An existing job share may be renewed for periods not exceeding eighteen months upon the request of the permanent incumbent and with the Employer's approval. Requests for renewal shall be provided to the Employer by the permanent incumbent no later than sixty (60) days prior to the expiry of the job share arrangement.
- (c) **An existing job share may be amended at any time upon the request of both job share employees and with the Employer's approval.**
- (d) If not renewed, any job share arrangement shall be considered as expired on the end date of the original request.
- (e) The permanent incumbent **or** the Employer may terminate the job share

arrangement on sixty (60) days written notice to the Employer or the permanent incumbent (whichever is applicable), the Union and the Other Than Full-Time employee participating in the job share.

5. Filling Temporary Vacancies for Job Share

When one portion of the job-shared position is temporarily vacant, the remaining job share partner will be responsible to find a new partner to cover the vacancy within twenty-one (21) calendar days or the job share shall be terminated and 7 a) below shall apply.

6. Benefits

The permanent incumbent and the Other Than Full-Time employee participating in the job share shall:

- (a) earn and expend vacation leave and sick leave as if each employee was OTFT;
- (b) earn statutory holiday pay and increments as if each employee was OTFT;
- (c) make contributions to the pension plan as per the terms of the plan relative to actual pensionable earnings;
- (d) be provided extended health and dental coverage as per the terms of the plans as if each employee was OTFT;
- (e) be provided Group Life coverage as per the terms of the plan as if each employee was OTFT;
- (f) make contributions and be provided LTD coverage as per the terms of the plan.

7. Reversion Rights/Lay Off

- (a) On termination of the job share arrangement, the permanent incumbent shall revert to the regular full-time hours of her position. The Other than Full-Time employee working the job share shall revert to their former position or status.
- (b) In the event of layoff or displacement the permanent incumbent will be laid off or displaced as a full-time employee, and will have right to access Article 13. The Other than full-Time employee working the job share will revert to their former position or status.

Permanent Job Share

1. Definition

Job sharing shall be defined as the voluntary sharing of a full-time position by two (2) employees. Scheduling provisions shall continue to apply to the rotation as if the job share was a full-time position with the exception to Article 14 – EDO's which each employee will have the right to decide whether they wish to take or not.

2. Explanation

- (a) Job sharing is intended to allow a full-time employee to work less than regular full-

time hours, while maintaining status as a permanent employee. If they so desire, job-sharing employees may be offered casual work.

- (b) Job share employees are not responsible to cover unplanned sick leave absences of their job share partner.

3. Initiation

- (a) A job share arrangement shall only be initiated upon the request of a non-probationary full-time employee submitted through her immediate manager. Initial requests to convert to job share shall be considered in order of seniority.
- (b) **An existing job share may be amended at any time at the request of both job share employees and with the Employer's approval.**
- (c) A request for job share is subject to the approval of the Employer.

4. Filing Vacancies for Job Share

- (a) The remainder of the job-shared position will be filled as a permanent vacancy in accordance with Article 11 and Article 13 of the Collective Agreement.
- (b) The job share arrangement shall have a trial period of four (4) months during which time the Employer or either employee may serve fourteen (14) calendar days notice to terminate the job share arrangement at which time all employees would revert back to their former positions at their former rate of pay.
- (c) Should a portion of the position become vacant, the job share arrangement shall be terminated. If the remaining partner is the Permanent incumbent he/she shall revert to regular full time hours. If the remaining partner is the OTFT incumbent he/she shall be afforded access to the lay-off provisions in accordance with Article 13 and the full-time position shall be posted in accordance with Article 11.

5. Benefits

The permanent incumbent and the Other Than Full-time employee participating in the job share shall:

- (a) earn and expend vacation leave and sick leave as if each employee was OTFT;
- (b) earn statutory holiday pay and increments as if each employee was OTFT;
- (c) make contributions to the pension plan as per the terms of the plan relative to actual pensionable earnings;
- (d) be provided extended health and dental coverage as per the terms of the plans as if each employee was OTFT;
- (e) be provided Group Life coverage as per the terms of the plan as if each employee was OTFT;
- (f) make contributions and be provided LTD coverage as per the terms of the plan.

Existing Job Share

As of the date of signing of this Collective Agreement all existing job share arrangements **signed**

prior to November 19, 2007 shall continue in accordance with the terms of SCA Policy HR-102.

Signed this ____ day of _____, 2012

SIGNED ON BEHALF OF THE
SASKATCHEWAN CANCER
AGENCY

SIGNED ON BEHALF OF THE
THE SASKATCHEWAN
GOVERNMENT & GENERAL
EMPLOYEES' UNION

**LETTER OF UNDERSTANDING #6
 BETWEEN
 SASKATCHEWAN CANCER AGENCY
 AND SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
 REGARDING
 UNIFORM REIMBURSEMENT**

Effective January 1, 2013

Delete Letter of Understanding #6

Uniform Schedule (As per Article 22.05) -

| Classifications Required By the Employer to Wear Uniforms | Number of Uniforms Allowed Per Year | Allowance/Reimbursement |
|--|--|---|
| RN Radiation Therapist Clinic Assistant Porter LPN Technical Assistants Physics Technician (Mould Room Electronics) Instrument Maker Research Assistant | Maxim 4 uniforms or lab coats. | Maximum \$45.00/uniform or lab coat. |

Signed this ____ day of _____, 2012

**SIGNED ON BEHALF OF THE
 SASKATCHEWAN CANCER
 AGENCY**

**SIGNED ON BEHALF OF THE
 THE SASKATCHEWAN
 GOVERNMENT & GENERAL
 EMPLOYEES' UNION**

LETTER OF UNDERSTANDING #7

RE: Article 25.04 – Pension

The parties agree that the arrears to the employee’s pension contributions (effective January 7, 2007, increased from 6.35% to 7%) will be deducted in the same pay period as the signing bonus payment. The signing bonus payment will be paid on December 14, 2007. Deductions will include CPP, EI, and Income Tax.

Signed this ____ day of _____, 2012.

SIGNED ON BEHALF OF THE
SASKATCHEWAN CANCER
AGENCY

SIGNED ON BEHALF OF THE
THE SASKATCHEWAN
GOVERNMENT & GENERAL
EMPLOYEES’ UNION

**LETTER OF INTENT
BETWEEN
SASKATCHEWAN CANCER AGENCY
AND
SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION
REGARDING
RADIATION THERAPY STUDENTS**

It is hereby agreed between the parties that effective the date of signing the Collective Agreement until **March 31, 2014**, savings realized from removing RT Students from the terms of the Collective Agreement will be directed towards professional development opportunities for all SGEU Employees. Within ninety (90) days of signing the Collective Agreement the parties shall meet to agree on how such savings shall be distributed. The parties agree that such savings are not cumulative from year to year. Prior to the end of the Collective Agreement the parties shall meet to review the continuation of these new professional development opportunities.

RT Students hired in 2006 and 2007 shall continue under the terms of Letter of Understanding #5.

Signed this ____ day of _____, 2012

SIGNED ON BEHALF OF THE
SASKATCHEWAN CANCER
AGENCY

SIGNED ON BEHALF OF THE
THE SASKATCHEWAN
GOVERNMENT & GENERAL
EMPLOYEES' UNION

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2012.

**Signed on behalf of:
SASKATCHEWAN CANCER AGENCY/SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATION BARGAINING COMMITTEE.**

Reg Padbury

Dr. Jon Tonita

Rene Belinski

Cheryle Thompson

Stephen Eger

Denise Budz

Kent Seidler

**Signed on behalf of:
THE SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION.**

Kenton Emery

Kevin Lobzun

Trent Edwards

Genny Goodyear

Pat Danyluk

Kevin Garratt