

COLLECTIVE AGREEMENT

BETWEEN

SASKATCHEWAN ASSOCIATION OF  
HEALTH ORGANIZATIONS INC.  
(SAHO)

AND

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
(SEIU-West)

FOR THE PERIOD

APRIL 1, 2017 TO MARCH 31, 2022

12246 (07)

BETWEEN  
SASKATCHEWAN ASSOCIATION  
OF HEALTH ORGANIZATIONS INC.  
(SAHO)

AND  
SERVICE EMPLOYEES  
INTERNATIONAL UNION  
(SEIU-West)

Cypress Regional Health Authority  
Five Hills Regional Health Authority

Former Local #336  
Former Local #299

**Including:**

- Providence Place for Holistic Health Care Inc.
- St. Joseph's Hospital/Foyer d'Youville

Heartland Regional Health Authority

Former Local #333

**Including:**

- St. Joseph's Health Centre
- Saskatoon Regional Health Authority

Former Local #333

**Including:**

- Bethany Pioneer Village Inc.
- Central Haven Special Care Home Inc.
- Duck Lake & District Nursing Home
- Jubilee Residences Inc./Porteous Lodge
- Jubilee Residences Inc./Stensrud Lodge
- Lakeview Pioneer Lodge Inc.
- Luther Special Care Home
- Oliver Lodge
- Saskatoon Convalescent Home
- Sherbrooke Community Society Inc.
- St. Paul's Hospital (Grey Nuns) of Saskatoon
- St. Ann's Senior Citizens Village Corporation
- Humboldt District Hospital
- St. Joseph's Home

BODIES CORPORATE,  
INCORPORATED UNDER THE  
LAWS OF SASKATCHEWAN  
HEREINAFTER RESPECTIVELY  
REFERRED TO AS "THE  
EMPLOYER" PARTY OF THE  
FIRST PART

CHARTERED BY THE  
SERVICE EMPLOYEES  
INTERNATIONAL  
UNION, CLC  
HEREINAFTER RESPECTIVELY  
REFERRED TO AS "THE UNION"  
PARTY OF THE SECOND PART

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DRAFT



## **PREAMBLE**

1. Whereas it is the desire of both parties to this Agreement:
  - a) To maintain and improve harmonious relations between the Employer and members of the Union;
  - b) To recognize the mutual value of joint process in the negotiation of all matters pertaining to working conditions, employment, hours of work, and rates of pay;
  - c) To encourage efficiency and safety in operation;
  - d) To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union;
  - e) To provide for collaboration between the parties in order to secure optimum health care services to the general public;
  - f) To jointly recognize that the exercise of rights and functions is to be carried out reasonably, fairly, and in a manner consistent with the Collective Agreement as a whole.
2. And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

Therefore, the parties hereby enter into, establish, and agree to the following terms:

## **ARTICLE 1 – TERM OF AGREEMENT**

### **1.01 Term of Agreement**

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after **April 1, 2017**, up to and including **March 31, 2022**, and from year to year thereafter, unless notification of desire to amend be given in writing.

This Agreement shall be deemed to remain in effect during the period of negotiations as may be required to conclude a new Agreement.

### **1.02 Open Period**

Either party may, not less than **sixty (60)** days nor more than **one hundred and twenty (120)** days before the expiry date hereof, give notice in writing to the other party to negotiate a revision thereof.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### **2.01 Management Rights**

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

- a) Direct the working force;
- b) Operate and manage its business in all respects;
- c) Hire, select, transfer and lay-off employees;
- d) Maintain order, discipline and efficiency and establish and enforce reasonable rules and regulations governing the conduct of employees. These rules and regulations shall primarily be designed to safeguard the interests of the clients and the efficiency in operations of the Employer.

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

## **ARTICLE 3 – RECOGNITION AND NEGOTIATION**

### **3.01 Recognition and Scope**

The Employer(s) agree to recognize the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement and SAHO as the sole bargaining agent for the Employer(s). This Agreement shall cover all employees represented by the Union pursuant to the most recent Certification Order(s) issued by the Labour Relations Board of the Province of Saskatchewan.

The parties agree that any affiliates contained within the geographic boundaries of a Regional Health Authority shall be construed as part of that Regional Health Authority and shall be defined as one (1) Employer for the purposes of the administration of this Agreement.

### **3.02 Negotiation**

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

### **3.03 Union Representation**

- a) In all cases where the Employer contemplates that an employee's conduct may warrant disciplinary action (dismissal, suspension, verbal or written reprimand) no steps shall be taken other than in the presence of a Union representative. The employee shall be afforded the opportunity to state his/her side of the case, with the assistance of a Union representative, in advance of discipline being imposed.

- b) Any employee requested to meet with the Employer with respect to work performance shall be informed of the nature of the discussion prior to the meeting, and if the employee so wishes, such employee will have a Union representative present at the meeting. If Union representation is refused, the Employer shall provide to the Union a written confirmation of such refusal, with a copy of the document being supplied to the employee.

### 3.04 Progressive Discipline

No employee shall be disciplined or suspended without just cause and without being apprised of the issue or concern prior to any disciplinary action being taken. The Employer agrees to use a process of Progressive Discipline in a timely and reasonable manner. **The employee shall be informed prior to the meeting of the general nature of the discussion.** An employee is entitled to be accompanied by a Union representative when interviewed during the course of an investigation.

- a) A copy of a document placed on an employee's file which might at any time be the basis for disciplinary action shall be supplied to the employee, with a copy to SEIU-West;
- b) The employee's reply to such document shall also become a part of the employee's file;
- c) Documentation referred to in a) that is not related to a disciplinary suspension shall become void after two (2) years, unless there have been subsequent documented incidents of a similar nature. Documentation referred to in a) that is related to a disciplinary suspension shall become void after three (3) years, unless there have been subsequent documented incidents of a similar nature. Upon request, following the time periods above, the documentation shall be removed from the employee's file.

Suspension pending investigation is not considered discipline. If an employee is suspended pending investigation, the Employer shall render its decision regarding discipline no later than fourteen (14) calendar days from the date of the suspension, except as otherwise agreed between the Employer and the Union. Where the suspension is without pay and investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the employee shall be paid for time lost and be made whole in all respects.

### **3.05 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, instruction, or experimentation or **as mutually agreed.**

## **ARTICLE 4 – NON-DISCRIMINATION**

### **4.01 Non-Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, disability (subject to bona fide occupational requirements), political or religious affiliation, sex, sexual orientation, marital status, family status, place of residence, nor by reason of membership or activity in the Union.

### **4.02 Harassment**

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

a) **Definition of Harassment**

Harassment means any objectionable conduct, comment, or display by a person that is directed at a worker, constitutes a threat to the health or safety of the worker, and:

- 1) Is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry, or place of origin, Union activity; or
- 2) Is a repeated intentional, sexually oriented practice that undermines an employee's health, job performance, or workplace relationships, or endangers an employee's employment status or potential; or
- 3) Is an unsolicited, unwelcome, disrespectful or offensive behaviour directed at another person. These actions may be identified as repeated intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation. This is intended to include personal harassment and/or bullying.

b) The policy shall be jointly developed in consultation with SEIU-West and the appropriate Occupational Health and Safety Committee(s), and shall ensure that:

- 1) Individuals are aware of the seriousness with which the Union and the Employer view harassment;
- 2) Employees/managers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs, and a process to properly report complaints;

- 3) Incidents are investigated promptly, objectively, and in a sensitive, confidential manner. Investigations shall be carried out in accordance with specific harassment policies and the Union shall be advised upon initiation of a formal investigation and shall be kept advised;
- 4) Training shall be provided to those employees deemed responsible to conduct investigations. This training shall be paid at regular rates of pay;
- 5) The necessary corrective action is taken;
- 6) If an employee believes that she/he has been harassed, an employee should:
  - i) Tell the alleged harasser to stop;
  - ii) Document the event(s) complete with the time, date, location, names of witnesses and details for each event.
- 7) If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should immediately report verbally or in writing the harassment to the appropriate Supervisor and/or Union representative. Upon receipt of any verbal or written complaint the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Supervisor must maintain written notes of her/his actions. Failure to resolve shall result in the initiation of a formal investigation.

- 8) The Union and the Employer agree that an employee shall not be disciplined or suffer any adverse consequences as a result of having submitted either a verbal or written complaint of harassment in good faith.

#### **4.03 Reporting of Alleged Wrongdoing**

An employee will not be penalized, harassed or disciplined for bringing forward, in good faith, an alleged wrongdoing to the Employer and/or any lawful authority either directly or through the Union.

#### **4.04 Representational Workforce**

##### **a) General Provisions**

The parties agree with the principle of achieving a representative workforce for Aboriginal workers. Subject to available funding, the parties therefore agree to develop, implement, monitor and evaluate initiatives designed to facilitate Aboriginal participation in all occupations in proportion to the community or provincial working population. Such actions will be complementary to the provisions of this Collective Agreement and administered through the established joint advisory committees in conjunction with the parties to that committee. It is agreed that any employee who attends these joint committees shall be released from duty without loss of pay.

##### **b) Workplace Preparation**

The parties agree to implement educational opportunities for all employees to deal with misconceptions and myths about Aboriginal peoples.

The parties agree to identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and/or remaining in the workforce.



c) In-Service Training

The parties agree to facilitate educational opportunities, which may include literacy training and career path counselling/planning.

d) Accommodation of Spiritual or Cultural Observances

Subject to operational requirements, every reasonable effort will be made to accommodate an 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.

#### 4.05 Return to Work and Duty to Accommodate

- a) The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability, or as a consequence of limitations as a result of illness or injury or who otherwise require accommodation as set out in the Saskatchewan Human Rights Code, the Saskatchewan Human Rights Code-Regulations, and *The Saskatchewan Employment Act*. A Return to Work or Duty to Accommodate shall provide a fair and equitable process to allow a disabled employee to return to work. It is recognized that employees may be supernumerary dependent on the terms of their Return to Work/Duty to Accommodate process.

Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union and the employee. All parties shall work cooperatively to foster an atmosphere conducive to accommodation.

b) Employee Wages, Benefits and Seniority

The Return to Work or Duty to Accommodate process must be organized so that it is not discriminatory with regard to an employee's disability or limitations resulting from an illness or injury. When placing an employee in accordance with Article 4.05 f) consideration shall be given to the employee's wages, benefits and seniority accrual. Seniority shall be calculated in accordance with Article 9.02 k).

c) Medical Information

It will be the responsibility of the employee returning to work to provide the Employer with initial medical evidence of the limitations or restrictions associated with the disability, injury or illness. Further information, if required, shall be provided to the Employer. The assessment requested by the Employer must be specific to the disability, injury or illness giving rise to the accommodation process and shall include the following:

- i) A prognosis for recovery, with or without limitations;
- ii) Objective medical evidence as provided by the employee's medical practitioner as to the employee's fitness to perform the specific duties of his/her current job, or the accommodation being considered;
- iii) How long any limitations or restrictions may last.

The Employer's request for the above medical information shall be reduced to writing, given to the employee, and the employee shall provide the request to her/his medical practitioner. The Employer shall not contact the employee's physician and/or medical practitioner(s) without the employee's written consent.

d) Confidentiality of Employee Medical Information

The procedure for assessment of the capacity of an employee to perform the duties of his/her job or modified work must be made in such a way as to protect the confidentiality of the employee's medical information.

e) Return to Work/Accommodation Committee

As required, an ad hoc Return to Work/Accommodation Committee group from the Employer and the Union may be established in accordance with Article 6.01 of the Collective Agreement to review concerns with return to work implementation and to facilitate the Duty to Accommodate process. The committee shall make recommendations to the Union and Employer, including but not limited to the fair and reasonable accumulation of seniority credits and/or displacement in the event of lay-off for an employee participating in the Return to Work/Duty to Accommodate process. The employee and/or Union representative who attends an ad hoc Return to Work/Accommodation group meeting or an individual Return to Work/Duty to Accommodate meeting shall be released from duty without loss of pay.

f) Return to Work/Duty to Accommodate Placement

Typically, employees who have suffered a temporary or permanent occupational or non-occupational disability, or limitation(s) as a result of injury or illness and who are medically fit to perform work shall be placed as follows:

1. Into the employee's existing position;
2. Into the employee's existing position, with modified and/or bundled duties;

3. Into the employee's existing classification in another position;
4. Into the employee's existing classification in another position, with modified and/or bundled duties;
5. Into another classification within the employee's bargaining unit;
6. Into another classification within the employee's bargaining unit with modified and/or bundled duties;
7. Failing all of the above, consideration shall be given to classifications outside the employee's bargaining unit.

g) Modified Position

Any position with modified and/or bundled duties, as part of a Return to Work/Duty to Accommodate process, that is subsequently vacated, shall not be posted with the modified and/or bundled duties. Should the Employer choose to fill the vacated position, the position shall be posted as per the Provincial Job Descriptions and under the terms of Article 11.

h) Waiver of Posting Provisions

The Union acknowledges that, with due regard to the seniority and posting provisions in the Collective Agreement, a job vacancy may also be considered to facilitate an employee's Return to Work/Accommodation.

## **ARTICLE 5 – UNION SECURITY AND CHECKOFF OF UNION DUES**

### **5.01 Union Membership**

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

### **5.02 Dues Checkoff**

The Employer shall deduct and pay to the Union within fifteen (15) calendar days following the completion of the last payroll period in the calendar month, out of the wages due to the employees, the Union dues, initiation fees, and assessments of the employees. The Employer shall furnish the names of the employees on whose behalf the deductions have been made, together with their employment status (e.g. full-time, part-time, OTFT (Home Care), casual), their home classification, their home department (name, number), their job status data (active, WCB, DIP, etc.) their hourly rate, the actual hours paid in each reported period, their gross earnings and the amount of dues and initiation fee (if applicable) deducted from each employee.

### **5.03 Dues**

- a) The Union shall notify the Employer and 3sHealth in writing of the amount of dues to be deducted from the employee's wages not less than thirty (30) days before the effective date.

- b) An employee temporarily working in an out-of-scope position with the Employer shall have dues deducted from gross earnings received. It is understood that such employee(s) shall be covered by the terms and conditions of the out-of-scope position. Notwithstanding the above, the employee(s) shall maintain their right to apply for vacancies under Article 11, have access to lay-off provisions under Article 12 with respect to the employee's permanent in-scope position, and shall have access to the grievance procedure under Article 7 with respect to discipline, discharge and/or denied access to Article 11 or Article 12 as set out above.

#### **5.04 Monthly Statement of Staff Changes**

A monthly statement listing appointments, promotions, demotions, and separations with the date of termination, hiring, or appointment shall be sent to SEIU-West. The list shall also show the employee's job classification.

#### **5.05 New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with the Union Membership (Article 5.01) and Dues Checkoff (Article 5.02). The Employer agrees to have new employees sign a dues authorization card and membership card at the time of hiring. Such cards shall be provided by the Union.

#### **5.06 Introduction to Union Steward**

- a) During the first (1<sup>st</sup>) month of employment and within regular working hours, the Employer agrees to ensure that all new employee(s) are introduced to their Union Steward or representative. A list of all new employees shall be provided to the Union on a monthly basis. The Union Steward or representative shall have up to fifteen (15) minutes to share pertinent Union information with each new employee.

- b) Where the Employer provides a regional orientation, a Union Steward or representative shall have up to thirty (30) minutes within regular working hours to make a presentation and to provide the employee(s) with a copy of the Collective Agreement and any other pertinent information. The Union shall be given reasonable notice of the regional orientation date(s), locations and the names of expected SEIU attendees together with their home facility/service.
- c) Where there is no regional orientation process in place, the Union shall have up to thirty (30) minutes within regular working hours to share information as per a) above (e.g. within first month of employment).

#### **5.07 No Individual Agreements**

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

#### **5.08 T-4 Slips**

The Employer agrees to record all Union dues paid in the previous year on the employee's income tax T-4 slip.

#### **5.09 Member Information**

- a) The Employer agrees to provide SEIU-West with a list of all employees and their last known address on a quarterly basis with the first (1<sup>st</sup>) of such lists to be forwarded by March 1<sup>st</sup> of each year.
- b) It shall be the responsibility of the employee to notify the Employer of any change of name, marital status, place of residence or telephone number. The Employer shall forward a copy of such notification of changes to name, place of residence or telephone number to SEIU-West within thirty (30) days of having received same.

## **ARTICLE 6 – COMMITTEES**

### **6.01 Joint Union Management Committee**

a) At either party’s request, a Joint Committee shall be established to deal with such matters of mutual concern as may arise from time to time in the operation of the Employer. It is recognized that the purpose of the committee is to promote joint problem solving.

b) **Composition**

The committee shall be composed of representatives of the Employer and/or SAHO and representatives of the Union. The committee may utilize the assistance of mediation/conciliation services.

c) **Time Limits**

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

d) **Jurisdiction**

The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

e) **No Loss of Pay For Joint Union Management Committee**

Employees who attend a Joint Union Management Committee meeting shall be released from duty without loss of pay.

### **6.02 Nursing Policy and Procedure Committee**

a) Where each Health Region establishes a committee to deal with nursing policies and procedures, the Health Region agrees to have Licensed Practical Nurse and Continuing Care Assistant representation on the



committee. Licensed Practical Nurse and Continuing Care Assistant representative(s) shall be selected by the Union for each regional Nursing Policy and Procedure Committee.

- b) No Loss of Pay For Nursing Policy and Procedure Committee

Employees who attend a Nursing Policy and Procedure Committee meeting shall be released from duty without loss of pay.

### **6.03 Other Committees**

Other committees may be established as needed, by mutual agreement.

This article shall not preclude Joint Union/Management Committees being established on a regional/facility/agency basis.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### **7.01 Definition and Initiation of Grievance**

- a) **Definition**

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

- b) **Initiation of Grievances**

Individual grievance(s) shall be filed through the Union and submitted to the employee's immediate out-of-scope Supervisor or designate as set out under Article 7.08. Group grievances, policy grievances and interpretation grievances must be submitted by the Union.

## **7.02 Union Grievance Committee**

- a) To provide an orderly process for settling grievances, the Union shall select the Stewards and a Grievance Committee;
- b) The Union shall notify the Employer in writing of the selected Stewards and Grievance Committee and of any changes made therein;
- c) The Employer agrees to place on the bulletin board(s) an organizational chart showing the administrative structure and the line of authority in the facility/agency accompanied by an up-to-date list of persons in authority, up to and including the Administrator or Chief Executive Officer.

## **7.03 Permission to Leave Work**

### **a) Employee**

Any employee who feels aggrieved may leave assigned duties temporarily without loss of pay, in order to discuss the complaint with the appropriate Union Representatives. Suitable arrangements for an appropriate time and location for such discussions must be made with the Department Head concerned or their designate.

### **b) Union Representative**

The Employer agrees that a Union Representative within the facility may leave assigned duties temporarily in order to discuss matters covered by the grievance provisions or relating to same with Employer and that such Union Representative shall not suffer any loss in pay for the time so spent. Such Union Representative must make suitable arrangements with the Department Head or designate for an appropriate time and location for such discussions.

## **7.04 Investigation**

At any stage of the grievance procedure, the parties may have the assistance of employees concerned as witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions, which may be relevant to settlement of the grievance.

## **7.05 Disclosure of Information**

The Employer agrees to provide all relevant information concerning any grievance to the appropriate Union representative upon their request. Where the consent of the employee or the employees concerned is required, same shall be obtained by the Union.

## **7.06 Suspension and/or Dismissal Grievances**

Grievances arising from suspension and/or dismissal shall be initiated at the Third (3<sup>rd</sup>) Step and shall be processed in accordance with the procedures outlined below.

## **7.07 First (1<sup>st</sup>) Step – Pre Grievance Resolution Discussions**

The parties agree to promote the timely resolve of workplace issues and, where dialogue between the Shop Steward and the immediate out-of-scope Supervisor or designate results in effective resolutions, to avoid filing a grievance. It is understood that such resolutions are agreed on a without prejudice basis.

## **7.08 Second (2<sup>nd</sup>) Step – Grievance to Immediate Out-of-Scope Supervisor or Designate**

Grievances should be resolved as quickly as possible. Where such discussions at the First (1<sup>st</sup>) Step do not result in resolution of the dispute, employees, through the Union, or the Union itself, may thereafter refer in writing any such grievance to the immediate out-of-scope Supervisor or designate concerned within fourteen (14) calendar days of discovery of the cause for

complaint. The Union representative may be accompanied by the aggrieved if the latter so wishes. The immediate out-of-scope Supervisor or designate shall give a written decision which sets out the supporting reasons within seven (7) calendar days.

### **7.09 Third (3<sup>rd</sup>) Step - Grievance to Chief Executive Officer or Designate**

Failing satisfactory resolution of the grievance at the Second (2<sup>nd</sup>) Step, the Union representative shall refer the matter to the CEO or designate, in writing, within fourteen (14) calendar days of having received the decision of the immediate out-of-scope Supervisor or designate.

The Employer designate shall discuss the grievance with the Union representative within fourteen (14) calendar days of receipt of the grievance and shall render a written decision within seven (7) calendar days of the discussion.

It is understood that where the designate is one and the same for the Second (2<sup>nd</sup>) Step and the Third (3<sup>rd</sup>) Step, the Third (3<sup>rd</sup>) Step may be eliminated through mutual agreement.

### **7.10 Alternate Dispute Resolution**

Failing satisfactory resolution of the grievance at the Third (3<sup>rd</sup>) Step, the Union and the Employer may agree to refer the grievance to Alternate Dispute Resolution, within fourteen (14) calendar days of receipt of the written decision.

Where such referral occurs, the parties shall meet within fourteen (14) calendar days of receipt of the notice referring a grievance to Alternate Dispute Resolution options to determine, by mutual agreement, what third party process is suitable for resolving the grievance.

At this meeting the parties may:

- a) Attempt to negotiate a resolution;

- b) Where a negotiated settlement is not reached, determine what third party process shall be used to resolve the grievance:
  - i) Mediation – including the selection of a Mediator;  
or
  - ii) Expedited Arbitration – including the selection of an Expedited Arbitrator.

Where the parties agree to an Alternate Dispute Resolution mechanism, the process will be established by mutual agreement.

If the parties are unable to mutually agree upon an Alternate Dispute Resolution Option within thirty (30) calendar days of such referral, the grievance may be referred to Arbitration in accordance with Article 8.01.

Failing satisfactory settlement of the grievance through an Alternate Dispute Resolution process, the grievance may be referred to Arbitration within fourteen (14) calendar days of receipt of the Alternate Dispute Resolution decision. This referral shall be done in accordance with Article 8.01.

### **7.11 Referral to Arbitration**

Failing satisfactory settlement of the grievance at the Third (3<sup>rd</sup>) Step, the matter may be referred, by either party, to arbitration within fourteen (14) calendar days of receipt of the written decision. This referral shall be done in accordance with Article 8.01.

### **7.12 Procedure When Time Limits Expire**

Failure on the part of the Employer to reply within the prescribed time limits shall give the Union the right to proceed to the next step. If the Union does not take the grievance to the next step within the prescribed time limits, the grievance shall be deemed to have been settled subject to Articles 7.13 (Extension of Time Limits) and 7.14 (Procedural Orderliness).

### **7.13 Extension of Time Limits**

The time limits set out above may be extended by the consent of both parties.

### **7.14 Procedural Orderliness**

It is the desire of both parties to 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 time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

### **7.15 Time Limits on Statutory Holidays**

The time limits referred to in Articles 7.07, 7.08, 7.09, 7.10 and 7.11 shall be exclusive of Statutory Holidays.

### **7.16 Special Measures**

- a) Nothing in this Article precludes the parties from modifying the grievance procedure as required and by mutual consent;
- b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance or arbitration proceedings.

## **ARTICLE 8 – ARBITRATION**

### **8.01 Board of Arbitration**

Where the parties agree, a sole Arbitrator may be appointed instead of an Arbitration Board. If a sole Arbitrator is not agreed upon by the parties within thirty (30) calendar days of notification by one (1) party to the other that the grievance is being referred to arbitration, or if either party indicates the

desire for an Arbitration Board when the grievance is referred to arbitration, the dispute shall be referred to an Arbitration Board as set out below. The thirty (30) calendar day period referred to above may be extended by mutual agreement with the Employer and the Union.

- a) Where a violation of the Agreement mentioned in Article 7 (Grievance Procedure) is alleged; or a difference between the parties to this Agreement respecting the meaning or application of the Agreement, including a difference as to whether or not a matter upon which arbitration has been sought comes within the scope of the Agreement, arises, a party to the Agreement, after exhausting any grievance procedure established by this Agreement, may notify the other party in writing of their intent to submit the alleged violation or difference to arbitration.
- b) The notice mentioned in a) above shall contain the name of the person appointed to the Arbitration Board by the party giving the notice;
- c) Within five (5) calendar days of receiving the notice the party to whom notice is given shall name the person whom it appoints to the Arbitration Board and furnish the name of its appointee to the party who gave the notice;
- d) A person who has a pecuniary interest in a matter before the Arbitration Board, or is acting or has, within a period of one (1) year prior to the date on which notice of intention to, submit the matter to arbitration is given, acted as solicitor, counsel, or agent of any of the parties to the arbitration, is not eligible for appointment as a member of the Arbitration Board and shall not act as a member of the Arbitration Board.
- e) The two (2) appointees named by the parties to this Agreement shall, within ten (10) calendar days of the appointment of the second (2<sup>nd</sup>) of them, appoint a third

(3<sup>rd</sup>) member of the Arbitration Board who shall be the Chairperson thereof;

f) In the case where:

- i) The party receiving the notice fails to appoint a member of the Arbitration Board; or
- ii) The two (2) appointees of the parties fail to agree on the appointment of a third (3<sup>rd</sup>) member of the Arbitration Board within the time specified;

The Chairperson of the Labour Relations Board shall, upon the request of either party to this Agreement:

- iii) In the case mentioned in i) above, appoint a member on behalf of the party failing to make an appointment;
- iv) In the case mentioned in ii) above, or when the members appointed under clause v) below, fail to agree on the appointment of a third (3<sup>rd</sup>) member, appoint the third (3<sup>rd</sup>) member and the member so appointed shall be the Chairperson of the Arbitration Board, or
- v) Appoint both the member mentioned in i) above and the third (3<sup>rd</sup>) member mentioned in ii) above.

g) The Arbitration Board shall hear evidence adduced relating to the alleged violation or difference; and argument thereon by the parties or by counsel on behalf of either or both of them; and shall make a decision on the matter or matters in dispute and the decision is binding on the parties and upon any person on whose behalf the agreement was made.



- h) An Arbitrator, or Arbitration Board, or a Board of Conciliation established under **Part VI, Division 7, Section 6-29** of *The Saskatchewan Employment Act*, may enlarge the time allowed by this Article or by the terms of this Collective Agreement for giving any notice or taking any step in the proceedings, whether the time allowed for the giving of the notice or the taking of the step has or has not expired.

## **8.02 Certain Rules and Procedures Applying**

The rules and procedures set forth in Article 8.01 (Board of Arbitration) shall apply to any arbitration proceedings under this Agreement as though the Arbitrator were an Arbitration Board.

## **8.03 Decision**

The decision of the Arbitrator or Arbitration Board, as the case may be, shall be final and binding on the parties, and there shall be no lockout by the Employer and no stoppage of work by the Union because of the grievance being arbitrated.

## **8.04 Costs of Arbitration Board**

Each party to the dispute shall bear the expense of the respective nominees to the Arbitration Board, if applicable, and the two (2) parties shall bear equally the expense of the Chairperson.

## **8.05 Power of the Arbitrator or Arbitration Board**

The Arbitrator or Arbitration Board shall not have the authority to add to or subtract from, alter, modify, or amend any of the provisions of this Agreement.

## ARTICLE 9 – SENIORITY

### 9.01 Definition of Seniority

Seniority shall be calculated from the last date of employment within the Regional Health Authority. Seniority shall accrue on all paid hours (exclusive of overtime) and all unpaid hours, as provided in Article 9.02, which are earned with all Employers within the Regional Health Authority.

### 9.02 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;
- c) Any authorized unpaid leaves of absence granted under Article 15.01 to a maximum of thirty (30) working days per calendar year;
- d) Time off while receiving benefits under *The Workers' Compensation Act* and/or Disability Income Plan and/or Income Replacement via *The Automobile Accident Insurance Act*;
- e) Union leave granted under Article 15.09 and 15.10;
- f) Maternity, parental, adoption, compassionate care and pressing necessity leave;
- g) Temporary out-of-scope positions with the Employer not to exceed a total of twelve (12) months during each thirty-six (36) month period calculated from April 1, 2005;
- h) Education leave;

- i) Public office and professional association leave.
- j) Leave granted under Article 4.04 d).
- k) Participation in a Return to Work/ Duty to Accommodate Program based on the following formula:

- i) Full-time employees shall maintain and continue to accrue full-time seniority hours. Any full-time employee required to reduce their hours as a result of a disability shall continue to accrue full-time seniority hours.
- ii) Other Than Full Time employees who have worked one (1) year or more shall accrue seniority hours based on the greater of:

Their guaranteed hours as per their pre-disability Letter of Appointment; or

$$\frac{\text{Hours of Seniority Accumulated During the Previous 52 Weeks}}{52} = \text{Seniority Hours Per Week of Participation}$$

- iii) Other Than Full Time employees who have worked less than one (1) year shall accrue seniority hours based on the greater of:

Their guaranteed hours as per their pre-disability Letter of Appointment; or

$$\frac{\text{Hours of Seniority Accumulated}}{\text{Number of Weeks of Employment}} = \text{Seniority Hours Per Week of Participation}$$

- iv) Alternatives to the above formulas for Other Than Full Time employees shall be considered on a case-by-case basis, as agreed to by the parties.

Part-time, OTFT (Home Care), casual, and temporary employees who are on authorized unpaid leave shall accrue seniority based on the following formula:

- i) For employees who have worked one (1) year or more:

$$\frac{\text{Hours of Seniority Accumulated During the Previous 52 Weeks}}{52} = \frac{\text{Seniority Hours}}{\text{Per Week of Leave}}$$

- ii) For employees who have worked less than one year:

$$\frac{\text{Hours of Seniority Accumulated}}{\text{Number of Weeks of Employment}} = \frac{\text{Seniority Hours}}{\text{Per Week of Leave}}$$

### **9.03 Maintenance of Seniority**

Subject to Article 9.02 and Article 9.04 of this Agreement, an employee who maintains employment with any Employer(s) within the Regional Health Authority shall maintain accumulated seniority.

### **9.04 Loss of Seniority**

An employee shall lose seniority and shall be deemed to have severed employment from all Employers in the Regional Health Authority in the event the employee:

- a) Voluntarily terminates in writing from all employment held within the Regional Health Authority;
- b) Has worked exclusively in a permanent out-of-scope position for a total of twelve (12) consecutive months;
- c) Is a casual employee and has not worked within the Regional Health Authority for a period of one hundred and eighty (180) calendar days, exclusive of approved leaves of absence;

- d) Is laid off and has not returned to employment within the Regional Health Authority for thirty-six (36) calendar months following the last date of lay-off from an Employer within the Regional Health Authority;
  - i) Is employed by a single Employer within the Regional Health Authority and is discharged for just cause and not reinstated, or
  - ii) Is employed by more than one (1) Employer within the Regional Health Authority and is discharged for just cause by one (1) Employer, the employee shall be deemed terminated from only the position held with the discharging Employer, shall retain all accumulated seniority and shall continue employment with the other Employer(s) and continue to accumulate seniority;
- e) Is not employed by another Employer within the Regional Health Authority and without justification fails to immediately return to work following the end of an approved leave of absence;
- f) Is laid off from any position with any Employer in the Regional Health Authority and accepts severance in accordance with Article 12.

## **9.05 Seniority List**

- a) The Employer agrees to post a seniority list quarterly. The parties agree that all seniority lists shall be posted in a place accessible to all employees. All seniority lists shall include the following data: employee name/worksite/hire date/status/home classification/home department/year to date seniority/life to date seniority/total seniority. Where the Employer currently provides additional information, the practice shall continue.

- b) The first list is to be posted by March 1<sup>st</sup> reflecting the accrued seniority of each employee up to the last week of the preceding seniority year. In addition, the seniority list shall indicate separately the annual accrual of seniority hours for the preceding seniority year.

The seniority year ends on the Saturday of the week in which December 31<sup>st</sup> falls.

- c) The second (2<sup>nd</sup>) list is to be posted by June 1<sup>st</sup> reflecting the accrued seniority of each employee up to the Saturday of the week in which March 31<sup>st</sup> falls. The third (3<sup>rd</sup>) list is to be posted by September 1<sup>st</sup> reflecting the accrued seniority of each employee up to the Saturday of the week in which June 30<sup>th</sup> falls. The fourth (4<sup>th</sup>) list is to be posted by December 1<sup>st</sup> reflecting the accrued seniority of each employee up to the Saturday of the week in which September 30<sup>th</sup> falls.

- d) Persons employed as full-time for the entire seniority year shall be eligible, subject to Articles 9.02, 9.03, and 9.04 to be credited with nineteen hundred and forty-eight point eight (1948.8) hours of seniority in a seniority year. Requests for adjustment shall be submitted by the employee pursuant to Article 9.05 f).

Where a full-time employee has accrued in excess of nineteen hundred (1900) hours but less than nineteen hundred and forty-eight point eight (1948.8) hours in a seniority year, the Employer shall automatically provide an adjustment to nineteen hundred and forty-eight point eight (1948.8) hours for that seniority year. No request for adjustment shall be required.

In no event, shall an employee accrue in excess of nineteen hundred and forty-eight point eight (1948.8) hours of seniority in a seniority year. Where an employee has accrued in excess of nineteen hundred and forty-eight point eight (1948.8) hours in a seniority year, the Employer shall automatically provide an

adjustment to nineteen hundred and forty-eight point eight (1948.8) hours of seniority for that seniority year.

Employees covered by Appendix III shall not be affected by the foregoing.

- e) Employees who take standby assignment shall receive an adjustment to their year to date accrual of seniority hours for the preceding six (6) month period ending the Saturday of the week in which December 31<sup>st</sup> falls and the Saturday of the week in which June 30<sup>th</sup> falls. Such seniority hours will be credited March 31<sup>st</sup> and September 30<sup>th</sup> based upon the following formula:

$$\frac{\text{Hours on Standby}}{3} = \text{Hours of Seniority}$$

In no event shall any employee accrue in excess of nineteen hundred and forty-eight point eight (1948.8) hours of seniority in the seniority year, or more than nine hundred seventy-four point four (974.4) hours of seniority in the six (6) month period, upon reconciliation with all seniority hours accrued pursuant to Article 9.02 a) to k).

- f) An employee has until May 1<sup>st</sup> of each year to submit proof of error in the annual accrual of hours referred to in Article 9.05 b). Upon proof of error, the Employer shall revise the seniority hours accordingly on the second (2<sup>nd</sup>) seniority list, which is posted on June 1<sup>st</sup>. Copies of the list, and revisions thereof, shall be forwarded to SEIU-West simultaneously. These lists shall remain posted until replaced with an updated list in a place accessible to all employees.
- g) All adjustments done pursuant to paragraph d) and f) shall be completed prior to the second (2<sup>nd</sup>) seniority list being posted on June 1<sup>st</sup> and the Employer shall disclose same to the Union.

- h) After May 1<sup>st</sup>, requests for adjustment shall be submitted to SEIU-West. Upon proof of error, revisions as a result of such requests will be made on subsequent seniority list(s).

## **9.06 Transfer of Seniority**

Employees who terminate from one Employer and who are rehired or continue employment with another Employer may transfer their seniority under the terms of Article 20. Such employees shall have access to their life to date seniority and their year to date seniority (up to the cutoff date of the last Seniority List) for all purposes, including but not limited to vacation, call-in, job postings, lay-offs within two (2) calendar weeks of the Employer receiving their request for transfer. Thereafter, their seniority will be established pursuant to Article 9.

## **ARTICLE 10 – PROBATIONARY PERIOD**

### **10.01 Probationary Period for New Employees**

- a) Except as provided in paragraph d) newly hired employee(s) within the Regional Health Authority shall be on probation for a period of four hundred and eighty (480) hours worked or for the first (1<sup>st</sup>) six (6) months from their date of hire, whichever comes first. At the commencement of and during the probationary period, the Employer shall advise the probationary employee of the standards which they are expected to meet. Employees will also be advised of any deficiencies and adequate time shall be allowed for such deficiencies to be corrected.



- b) By mutual agreement of the parties, an extension may be granted for up to three hundred and twenty (320) hours worked. It is agreed that the circumstances warranting the extension, the duration of the extension, and where applicable, the improvements expected by the Employer, must be communicated in writing to the employee prior to the expiration of the original probationary period. A copy shall be forwarded to SEIU-West.
- c) During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge only for reasons of unsuitability. SEIU-West shall be notified, in writing, of discharge within seven (7) calendar days. Seniority shall be effective for all purposes including but not limited to vacation, call-in, job postings, lay-offs, **and** as per Article 20 and/or Article 9.
- d) Where an employee, who is on probation, applies for and is awarded a vacancy as per Article 11.05 or 11.09, or is placed on any additional call-in lists in a different classification, work area, or facility/agency, the employee shall complete a trial period in accordance with Article 11.06. The parties agree that the trial and probationary periods shall run concurrently if the employee successfully completes the trial period. It is further agreed that the provisions of Article 11.06 c) shall apply and in the event that the employee returns to their initial position during the trial period, they shall complete the remainder of the probationary period equal to four hundred and eighty (480) hours less the hours worked in their initial position.
- e) An employee shall only serve one (1) probationary period for any period of continuous employment with the Regional Health Authority.

## **ARTICLE 11 – VACANCIES AND NEW POSITIONS**

### **11.01 Creation of New Classifications or Changes to Existing Classifications**

- a) The Parties agree that the current job descriptions are those Provincial Job Descriptions established through the Provincial Joint Job Evaluation and/or the Maintenance Plan. The Employer will provide, upon request, Joint Job Evaluation Job Descriptions relevant to each facility, agency, and service within the Regional Health Authority.
- b) Upon the creation of all new classifications, the Employer shall forward all relevant information to the Union and thereafter, the Parties will commence negotiations in regards to scope.
- c) Upon creation of all new classifications, the Parties agree that the Maintenance Letter of Understanding, dated and signed October 3, 2003 shall govern in regards to establishing an appropriate rate of pay. Upon completion of the rating process, the appropriate Pay Band shall be applicable and the successful applicant shall receive this rate of pay upon commencing in the position.
- d) Where there are any significant changes to the content or qualifications of any existing classifications or positions, the parties agree that the Maintenance Letter of Understanding, October 3, 2003 shall govern in regards to establishing an appropriate rate of pay.
- e) Where the Maintenance Committee undertakes an annual review of jobs, the effective date of any change in Pay Bands will be the 1<sup>st</sup> Sunday following the completion of the review.

- f) Where a new classification is created provincially and an interim wage rate is established that is greater than the final rate of pay as determined by the Maintenance Committee the incumbent's pay shall be adjusted to the final rate the 1<sup>st</sup> Sunday following the completion of the review and she/he shall not be required to make retroactive payment to the Employer.
- g) Where a new classification is created provincially and an interim wage rate is established that is lower than the final rate of pay as determined by the Maintenance Committee the incumbent's pay shall be adjusted to the final rate the 1<sup>st</sup> Sunday following the completion of the review and retroactive pay shall be effective back to the date the employee commenced in the position.
- h) Where the rate of pay for an existing classification is adjusted downward by the Maintenance Committee, the incumbent(s) shall retain their current rate of pay and shall not receive any negotiated wage increases until such time as the pay equity rate of pay for that classification equals or surpasses the incumbent(s) current rate of pay. New hires to the classification shall be paid at the pay equity rate of pay for that classification.
- i) The Employer agrees that if they intend to introduce a classification(s) contained within the Joint Job Evaluation Provincial Job Descriptions not presently in existence in a facility, agency or department, they shall notify the Union in advance. Such notification shall include, but not be limited to, the Provincial Job Description (identifying required duties), Pay Band and the rationale for introducing the classification.
- j) The Parties agree that no changes can be made to the Provincial Provider Group Joint Job Evaluation Plan, the Maintenance Agreement, Factors, Weights, Pay Bands, or any other component of the Job Evaluation

Program without the approval of the Parties to the Provider Union Collective Agreement(s).

- k) Should the Maintenance Committee recommend the creation of Pay Bands beyond Pay Band **23**, the Parties shall meet to establish the new Pay Bands based on the established point band size and wage line promotion formula.

## **11.02 Job Postings**

Vacancies or newly established positions shall be posted in areas accessible to all employees within the Regional Health Authority. Job vacancies shall be posted on Tuesdays of each week unless another calendar day(s) for the Regional Health Authority postings is mutually agreed by the parties. All employees within the Regional Health Authority shall be eligible to apply for all such vacancies.

Vacancies shall be posted for at least seven (7) calendar days, unless the parties agree to a longer or shorter posting period. Copies of postings shall be forwarded to SEIU-West.

## **11.03 Posting of Vacancies**

- a) Job postings shall include:
- Job classification;
  - Status (full-time/part-time, temporary/permanent);
  - Required qualifications;
  - Pay Band and Pay Range;
  - Number of hours and shifts per defined length of rotation for part-time employees;
  - Closing date;

- Regionally based, multi-site, facility-based/agency-based or specific to a department.

The Employer agrees to be bound by the terms outlined above in filling the posted position and shall provide a letter of appointment as per Article 11.05 d).

- b) The following information shall be included and it is recognized that these conditions may be subject to change:
- Type of shifts (days, evenings, nights);
  - Date of commencement of the position;
  - Work area or nature of service.
  - Brief summary of duties required by the job.
  - Standby may be required (where applicable).
- c) Should the Employer be unsuccessful in obtaining applicants with the Provincial Job Description requisite or equivalent qualifications, and, as per LOU #22 re: JJE Implementation Issues b) v) intends to accept applicants without the requisite or equivalent qualifications, the Employer shall repost the position in the same job classification indicating that applicants without the requisite or equivalent qualifications shall be considered for the position. Such position shall be filled in accordance with Article 11.

#### **11.04 Multi-Site Positions**

The parties to this agreement recognize the uniqueness of multi-site positions and recognize the need for such positions in the provision of quality service.

Where the Employer determines that there is an operational need which **may** require an employee(s) to work at more than one (1) site, implementation shall be done in accordance with this Article.

a) **Existing Positions**

The parties agree to commence a joint review of established multi-site positions, within one hundred eighty (180) days of signing the Collective Agreement. The purpose of such review is to identify, discuss and resolve any issues surrounding the designation and/or utilization of multi-site positions. At the request of either party, subsequent reviews shall be conducted on an annual basis. Where the Employer determines that such positions **continue to be** required under the terms of this Article, paragraph d) shall apply. Any existing Letters of Understanding with respect to multi-site positions shall continue unless the parties agree otherwise.

b) **Encumbered Positions**

Sixty (60) days notice shall be given to the Union prior to changing an encumbered position(s) which will require an employee(s) to work at more than one (1) site within the Regional Health Authority. Such notice of organizational change shall be provided under this Article and Letter of Understanding #11.

c) **New or Vacant Positions**

The Employer may create a new position or change an existing vacant position which will require an employee(s) to work at more than one (1) site within the Regional Health Authority.

d) **Negotiations**

Prior to implementation as per b) above and/or the posting of a position as per c) above, negotiations between the parties shall occur, including but not limited to:

- i) All affected employee(s) shall have a designated home site;
- ii) The Employer shall provide worksite and/or departmental orientation as required at all sites;
- iii) Employee(s) shall pay only those parking costs regularly incurred at their designated home site. Additional parking costs as a result of working at a site other than their designated home site shall not be charged;
- iv) When employee(s) are required to travel from one worksite to another, such employee(s) shall be compensated for time and travel between the worksites;
- v) When employee(s) are required to report for work outside of the community of the designated home site, such employee(s) shall be compensated for time and travel from and to either the designated home site or the employee's home, whichever is closer.

Terms negotiated as a result of d) above shall be reduced to writing.

**11.05 Filling of Vacancies**

New positions or vacancies shall be filled on the basis of Regional Health Authority seniority provided that the applicant possesses the necessary qualifications required to fill the position and the ability to perform the work.

a) **Bidding of Vacancies**

- i) Employees shall be entitled to bid for a new position or vacancy by means of written application or a written request for transfer (as per ii) through v) below). Wherever possible, vacancies shall be filled by employees within the scope of this Agreement.
- ii) Employees may submit a request to transfer to another shift rotation within the master rotation in the same classification and with an equal number of guaranteed hours in his/her work area, department and facility/agency. Such request shall be submitted in writing. Transfer requests must coincide with the posting of a vacancy and be submitted prior to the closing date of the posting as set out in Article 11.03.

NOTE: Only transfer requests submitted as above on the original vacancy will be considered for subsequent vacated shift rotations as per v) below.

- iii) Employees who have requested a transfer to another shift rotation as per ii) above, as well as employees who have bid on the vacancy as per i) above, shall be considered applicants for the vacancy.
- iv) The vacancy shall be awarded to the senior applicant who possesses the necessary qualifications required to fill the position and the ability to perform the work.



- v) Subsequent vacated shift rotations in the master rotation created by a transfer shall be offered to applicants in order of seniority as per iii) above.

It is agreed that ii) through v) above shall not apply to Temporary Vacancies.

b) **Commencement of Job**

Unless mutually agreed otherwise or in extenuating circumstances, an employee selected from the posting procedure shall commence the job:

- on date of commencement, as stated on the original job posting; or
- within six (6) weeks after the closing date on the original job posting.

c) **Appointment of Applicant**

Within five (5) days of awarding the position, the name of the selected applicant will be posted on designated bulletin boards for a minimum of seven (7) calendar days, with a copy forwarded to SEIU-West.

Within thirty (30) days of awarding the position, the selected applicant shall receive a letter of appointment as set out in paragraph d) below, with a copy forwarded to SEIU-West.

d) **Letter of Appointment**

All positions shall be confirmed in writing by a letter of appointment which shall include:

- Status;
- Classification;
- Pay Band and Pay Range;
- Number of hours and shifts per defined length of rotation;

- Date of Commencement;
  - Position identified as regionally based, multi-site, facility-based, agency-based, or specific to a department.
  - Standby may be required (where applicable).
- e) If an employee vacates the position within forty-five (45) calendar days of the original commencement date, the vacated position shall be offered to other qualified applicants from the original posting in accordance with the above provisions.

Should there be no other qualified applicant, the position shall be reposted.

#### **11.06 Trial Period**

- a) Employees who are reclassified, transferred, promoted, or demoted shall be considered on trial in their new position for the first three hundred and twenty (320) hours worked following the date the employee commences work in the new position. At the commencement of the trial period, the Employer shall advise the employee of the standards which the employee is expected to meet. During the trial period the employee will be advised of any deficiencies and improvements expected by the Employer.

If the employee changes from one (1) position to another within the same classification and work area and facility, there shall be no trial period.

- b) By mutual agreement of the parties, an extension may be granted for up to three hundred and twenty (320) hours worked. It is agreed that the circumstances warranting the extension, the duration of the extension, and the improvements expected by the Employer must be communicated in writing to the employee prior to the expiration of the original trial period. A copy shall be forwarded to SEIU-West.

- c) Within the first thirty (30) calendar days of the trial period, the employee may be returned to their former position without loss of seniority or pay if the Employer determines the employee has not met the expected standards for the position, or at the employee's request.

Thereafter, during the remainder of the trial period the employee may be returned to their permanent position if the Employer determines the employee has not met the expected standards for the position, or at the employee's request. The employee will be returned to their permanent position, without loss of seniority, and at their former rate of pay. Article 13.05 (Work Schedules) shall not apply.

This Article applies to any employees affected by the movement of such employees.

## **11.07 Rates of Pay**

a) **Pay on Promotion**

When an employee is promoted, the employee shall be advanced to the hourly rate in the applicable Pay Band of the higher paid classification which is next higher than the employee's highest current hourly rate or to the hourly rate which is next higher again if the initial advancement is less than or equal to the employee's next dollar value increase increment in their highest current Pay Band.

If an employee is at Step 3 of their highest current Pay Band, then the dollar value of the increase moving to **the** new Pay Band must be equal to or greater than the difference between the employee's current increment step and the last increment step in their highest current Pay Band. (i.e. the difference between Step 2 and Step 3).

b) **Pay on Demotion**

When an employee is demoted, the employee's rate of pay shall be maintained where such hourly rate exists in the new Pay Band of the lower paid classification.

Where such hourly rate does not exist in the new Pay Band, the hourly rate shall be reduced to the hourly rate in the new Pay Band which is the step next below the employee's highest current hourly rate.

c) **Pay For Work in Same Pay Band**

Employees who are employed in the same classification or in different classifications within the same Pay Band, with the Employer, shall be paid at the same step in the applicable Pay Band based on the employee's highest current hourly rate.

d) **Pay for Work in Multiple Classification(s) and Pay Band(s)**

Employees who are employed in more than one (1) classification where different Pay Bands apply shall be paid in accordance with the provisions of Article 11.07 a) and b) above, notwithstanding that the employee remains employed in both classifications(s).

## **11.08 Temporary Work Assignment**

a) The Call-In System shall be utilized prior to any Temporary Work Assignment with the following exceptions:

i) Where a shift commences and immediate replacement is required, a temporary work assignment may be utilized to provide interim replacement until such time as replacement through the Call-In System can be completed, provided the employee is being called in for

hours equal to or greater than the minimum report; or

- ii) Where the hours to be worked are less than the minimum report; or
  - iii) Where no call-in list exists; or
  - iv) Where mutually agreed otherwise.
- b) Where work is to be done, which under the terms of this Agreement does not require posting, assignments shall be made on the basis of seniority within the department provided the employee possesses the necessary qualifications required to fill the position and the ability to perform the work. Such assignments may be at the same classification, at a higher classification, or at a lower classification.

c) **Working at a Higher Paid Classification**

An employee temporarily assigned to perform the duties of a higher paid classification, within the bargaining unit, shall be paid in accordance with Article 11.07 a) (Pay on Promotion).

d) **Working at a Lower Paid Classification**

An employee temporarily assigned to perform the duties of a lower paid classification shall not suffer any reduction in their hourly rate of pay.

## 11.09 Temporary Vacancies

Temporary vacancies of three (3) months or longer shall be posted on a Regional Health Authority basis, subject to the posting provisions identified in Article 11. Applicants, including employees in multi-site positions, from the facility/agency where the vacancy exists, shall be given first preference. Where such temporary vacancies are not filled

within the facility/agency, the vacancies shall be awarded on a Regional Health Authority basis.

Temporary vacancies of nine (9) months or longer shall be posted and awarded on a Regional Health Authority basis.

All employees within the Regional Health Authority shall be eligible to apply for vacancies posted on a Regional Health Authority basis.

- a) Two (2) additional postings shall be required for the position of the employee transferred as a result of the original posting. Subsequent vacancies shall be assigned according to Article 11.10 (Call-In System) where a call-in list is in place, or otherwise the vacancies shall be posted.
- b) An employee shall not be considered for another temporary position at the same status (e.g. part-time) until having served five (5) months in the current temporary position, or until it has concluded. When the temporary work becomes redundant, the employee shall be returned to his/her permanent position. If the employee who created the original vacancy returns, the temporary employee shall be returned to their permanent position and Article 13.05 (Work Schedules) shall not apply in such circumstances to any employee(s) affected by the change(s).
- c) Should the temporary vacancy subsequently become a permanent position, it shall be posted and filled in accordance with Article 11.
- d) No temporary position shall exceed two (2) years and one hundred and nineteen (119) consecutive calendar days unless agreed to between the Employer and the Union. The Employer agrees to review with the Union all temporary jobs which exceed one (1) year in duration on a semi-annual basis to determine whether such positions should be posted as permanent positions.

- e) If, as a result of the posted temporary vacancy, an individual is hired from outside the bargaining unit, they shall be hired for the specific period of the vacancy. The term of employment may be extended beyond the term of the vacancy by mutual agreement between the Union and Employer.

## **11.10 Call-In System**

### **a) Aims and Principles**

The parties to this Agreement resolve that the call-in system exists to ensure service continuity in the absence of permanent staff. The call-in system should be:

- i) Easy to understand;
- ii) Operationally viable;
- iii) Seniority driven;
- iv) Complementary to the organizational structure;
- v) In recognition of employees who commit to permanent part-time employment.

### **b) Part-time/Casual Employees**

The opportunity for, first part-time, then casual employees to work additional shifts or enhance their hours shall increase according to seniority, provided they possess the necessary qualifications and the ability to perform the work.

Part-time employees who perform call-in work outside their home department and classification will be considered as casual employees.

c) **Procedure**

The parties therefore agree that the following provisions shall apply to all allocation of such work:

- i) Where employees agree to work additional shifts or additional hours that fall outside the assigned schedules, such work shall not be construed as a change of shift;
- ii) Employees shall not perform call-in work while on:
  - Absence(s) covered by W.C.B. and/or D.I.P. and/or *The Automobile Accident Insurance Act*;
  - An approved Leave(s) of Absence (paid or unpaid) except as provided for in Article 15.02 Maternity Leave, Article 15.03 Adoption Leave, Article 15.04 Parental Leave, or Article 15.12 Education Leave;
  - Vacation Leave;
  - Sick Leave.
- iii) Employees must fill out one (1) prescribed Pro-Forma Call-In Work Availability form for each call-in list where the employee performs call-in work. The Department Director or designate shall make such forms available. The form shall indicate:
  - a) Classification(s);
  - b) Availability and amount of notice required for additional work;
  - c) Length and type of shift desired;



- d) Agreement to waive weekend overtime rate as specified in the Collective Agreement; and
- e) Employees working in other departments shall attach a copy of their regularly scheduled hours.

Effective July 11, 2006: An employee must fill out a Pro-Forma Call-In Work Availability Form for each call-in list which they are on. Where such form is not submitted, the employee shall not be offered call-in work specific to that call-in list.

iv) **Revisions to Pro-Forma Call-In Work Availability Form**

Employees may revise or amend their Pro-Forma Call-In Work Availability Form quarterly. Such revisions shall take effect on the following dates: February 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup> and November 1<sup>st</sup>. Such revisions shall be submitted no less than twenty-one (21) days prior to the effective revision dates.

In addition to the dates specified above, employees may revise or amend their Pro-Forma Call-In Work Availability Form(s) under the following circumstances:

- When an employee accepts a permanent part-time position that affects their availability; or
- When an employee accepts a temporary position that affects their availability.

- 1) When an employee returns upon the expiration of a temporary position or under the provisions of the trial period, the employee's availability for call-in shall be as set out in their prior Availability Form and shall take effect immediately.
- 2) Where the temporary position is for a defined term, the employee shall be eligible for call-in based on their prior Availability Form for work that becomes available beyond the end date.
- 3) Where the term of the temporary position is indefinite and the employee is notified of the date of conclusion of the term, the employee's availability for call-in shall be as set out in their prior Availability Form immediately upon receipt of such notice.

Short-term periods of unavailability (one (1) week or less) are for unexpected events that could not have been foreseen when the Pro-Forma Call-In Work Availability Form was completed. Short-term requests for absences from call-in availability shall be submitted in writing. Employees wanting time away from the workplace for vacation should request this time away in accordance with Article 16.02.

v) **List Determination**

Call-in lists will be based upon existing practises as of date of signing of the Collective Agreement. The parties signatory to the Collective Agreement may enter into subsequent negotiations to determine the parameters of call-in lists.

vi) **Call-In List Eligibility**

Dependent upon employment opportunities and employee availability, employees shall be eligible to be on call-in lists as agreed by the parties.

In the absence of such agreement, employees shall be eligible to have their names on three (3) call-in lists.

No additional employees shall be hired until such time as Other Than Full Time employees have been afforded the opportunity to orient in and be placed upon the call-in lists as provided above. Employees seeking call-in work shall make advance written application to the Department Director or designate and shall indicate their qualifications and specific training.

An employee on a call-in list who has not worked for one hundred and eighty (180) consecutive calendar days shall be removed therefrom. The Employer shall provide written notification to the employee of such removal, with a copy to SEIU-West. In the event that an employee has not been called to be offered work within the one hundred and eighty (180) day period, the employee shall not be removed.

New employees shall be included on the call-in list based upon their date of hire, until such time as their seniority has been established pursuant to Article 10.01. In the event that the date of hire is the same for two (2) or more employees, call-in placement shall be determined by earliest month of birth.

vii) **Hours of Work and Days Off**

Unless overtime is paid in accordance with Article **13.09**, employees cannot work in excess of eight (8) hours per day or one hundred and twelve (112) hours per three (3) week period. No waiver of such overtime pay shall be requested or allowed.

Employees shall receive no less than six (6) days off per three (3) week period.

Employees must advise their Employer that they will be in an overtime situation if called in for or assigned additional work which exceeds eight (8) hours per day, or one hundred and twelve (112) hours per three (3) week period unless covered by an extended shift agreement, or if they will not have eight (8) consecutive hours of rest.

When employees work in the bargaining unit under the provisions of an extended shift agreement and in another department with regular hours of work, their call-in availability shall be determined in accordance with Article 13.05 g).

**NOTE: HOURS OF WORK APPLICABLE TO HOME CARE ARE AS PER ARTICLE 13.02.**

When employees work in the bargaining unit for both Home Care and any other facility or agency, the hours of work provisions contained in Article 13.02 shall govern if the employee has any hours of work within Home Care on a given day, but in no case shall the employee work in excess of eight (8) hours within the other facility or agency.

viii) **Hours of Rest**

After completing a shift, employees must have eight (8) consecutive hours of rest before commencing their next shift. Notwithstanding the above, in the event an employee works more than one (1) shift in a day, not exceeding a total of eight (8) hours, the employee shall receive eight (8) consecutive hours of rest before commencing their next shift.

- ix) For the purpose of applying paragraphs vii) and viii) above, the definition of a day shall mean the period commencing at 0001 hours and ending at 2400 hours.
- x) Employees shall be offered additional work that becomes available in order of seniority as follows:

**1. Call-In Work Outside the Posted and Confirmed Period**

- a) Where additional work becomes available outside the posted and confirmed period, for a period of up to four (4) weeks outside the posted and confirmed period, the Pro-Forma Call-In Work Availability Form shall be used to schedule Call-In work in order of seniority, first to qualified part-time, then to qualified casual employees who are on the Call-In list. No employee shall be scheduled more than 112 hours in a three-week period unless covered by an extended shift agreement. All scheduling provisions of Article 13.05 shall apply.

- b) The Employer will post a copy of the provisional work schedule based on the Master Rotation which identifies the additional hours of work that have been scheduled.
- c) An employee shall be able to access short term periods of unavailability (one week or less) for unexpected events that could not have been foreseen when the Pro Forma Call-In Availability Form was completed. Prior to posting the provisional work schedule, short term requests for absences from call-in availability shall be submitted in writing.
- d) Employees may subsequently request such scheduled shift(s) off as provided for in Article 13.11 (Time Off in Lieu), Article 15 (Leaves of Absence) and Article 16 (Vacation).
- e) Where an employee has Call-In work scheduled outside the posted and confirmed period as per a) above, the Employer agrees that such work shall be guaranteed within the twenty-eight (28) calendar day provisional work schedule, subject to 13.05 f).

## **2. Call-In Work Inside the Posted and Confirmed Period**

- a) Where additional work becomes available inside the posted and confirmed period, the Pro-Forma Call-In Work Availability Form shall be used to offer Call-In work in order of seniority, first to qualified part-time employees within their home department and classification, then to qualified casual

Employees who are on the call-in list. No employee shall be offered more than 112 hours of work in a three-week period unless covered by an extended shift agreement. All scheduling provisions of Article 13.05 shall apply.

- b) Where additional work becomes available within forty-eight (48) hours it shall be offered to employees in order of seniority not excluding employees who are working short shifts or scheduled to work short shifts. If there is no immediate personal response to such a call, the shift shall be offered to the next senior employee on the list. Only one (1) enhancement of hours shall be offered per forty-eight (48) hour period, in the circumstances where work becomes available within forty-eight hours notice.
- c) For work that becomes available with more than forty-eight (48) hours notice, employees shall be given a reasonable definite date and time deadline for responding.
- d) It is agreed that Call-In Postings may be utilized in accordance with Article 11.11 (Call-in Postings).

**3. APPLICABLE TO HOME CARE ONLY:**

- a) Available work will be assigned to employees who have down time within their guaranteed hours;

- b) If not filled, it will be offered to senior and available part-time employees who are currently working that day;
  - c) If still not filled, it will be offered to senior and available Other Than Full Time or casual employees who are currently working that day;
  - d) If not filled, it will be offered to senior and available part-time employees who are not working that day;
  - e) If not filled, it will be offered to senior and available Other Than Full Time or casual employees who are not working that day.
- xi) Employees cannot give up shifts in a department and classification to work in another department and classification.

Except as otherwise provided in this Article, employees shall be expected to work their scheduled shifts. It is further understood that once an employee accepts an offer of additional work, he/she is obligated to report for that work unless subsequently granted paid or unpaid leave pursuant to the Collective Agreement.

- xii) Call-in lists shall be maintained on a quarterly basis. A copy of the most current list(s) shall at all times remain posted or otherwise conspicuously displayed. In case of any dispute regarding call-in, the Union shall forthwith be provided with a copy of the applicable call-in list.



- xiii) Employees offered additional shifts in error can have those shifts changed within the posted and confirmed period without the triggering of overtime, as a result of a changed schedule, provided the Employer makes such change within forty-eight (48) hours of offering the additional shift(s) in error.

In the event that an error is discovered more than forty-eight (48) hours after it was made, the Employer shall offer the work to the senior employee while honouring the commitment made to the junior employee.

If the error is discovered and reported to the Employer or designate no later than seven (7) calendar days after the work is performed, the senior employee not called shall be paid for all lost hours. After the seven (7) days, the Employer will not be subject to payment.

- xiv) Where an employee is consistently unavailable for call-in work, the Employer shall meet with the employee and the Union to advise that the Pro-Forma Call-in Work Availability Form has not been met. The parties shall review with such employee whether the employee continues to be available for future call-in. As a result of such meeting the Employer may take appropriate actions including: Amendments to the employee's Pro-Forma Call-In Work Availability Form for the current and/or following quarterly period; or movement to the bottom of the call-in list for the current and/or following quarterly period.

- xv) This protocol applies to additional work which was not foreseen when the master rotation was created by each department. It in no way supersedes or replaces the scheduling or posting provisions of the Collective Agreement, and the parties hereto agree to apply this protocol in a manner complementary to other provisions of the Collective Agreement.
- xvi) The parties acknowledge that matters contained herein require their full co-operation and consequently they agree to make every effort to meet and address points of dispute. Matters not resolved may be referred to the grievance procedure at Step Three (3).
- xvii) The call-in system provided in this Article shall be implemented unless and until the parties negotiate a more specialized agreement. All such improvements and/or refinements shall be reduced to writing. Should a more specialized local agreement be terminated by either Union or Employer, this Article shall apply from the expiration of any required notice period, or the date of termination, whichever is the later.

### **11.11 Call-In Postings**

The purpose of Call-In Postings is to ensure service continuity in the absence of permanent staff through a process of consolidating replacement hours of work. The parties agree that this Article shall operate in concert with Article 11.10 Call-in System.

- a) Where predictable absences within a department and classification can be consolidated into a period of three (3) consecutive weeks or longer, the Employer may choose to utilize the Call-In Posting process in accordance with this Article. Call-In Postings shall not exceed the time periods set out in Article 11.09 for

temporary vacancies. Should the Employer choose not to utilize the Call-In Posting process, such shifts shall be filled in accordance with Article 11.10 Call-In System.

b) Call-In Posting Process

- i) Individual, available shifts shall first be offered on the basis of seniority to part-time employees on the call-in list within their department and classification.
- ii) The Employer may post a Call-In Posting, after the available shifts have been offered as per i) above, and the remaining shifts can be consolidated into a block of work such that:
  - The block of work is a minimum of three (3) consecutive weeks; and
  - The minimum Full-Time Equivalent (FTE) is zero point two (0.2).

Call-In Postings shall be posted in the department on the Tuesday of any given week for duration of no less than forty-eight (48) hours.

Only employees who are casual on the call-in list specific to the posting shall be eligible to apply with the following exceptions:

- Employees cannot give up shifts in another department;

- Casual employees within the department specific to the posting cannot give up shifts already offered and accepted under Article 11.10, unless the total hours contained in the Call-In Posting are greater than the hours currently scheduled or accepted for the period of the Call-In Posting;

At the time of application, the casual employee must be able to accept all shifts contained in the Call-In Posting.

Notwithstanding the above, the parties may agree to delay the commencement of the Call-In Posting in order to accommodate the scheduling provisions of the Collective Agreement. Such agreement shall not be unreasonably withheld. Further, and notwithstanding the provisions of Article 11.10 Call-In System, the parties may agree to allow an employee to waive the weekends off rate specified in Article **13.17**, on a one-time basis, in the application of this Article and for the purposes of accepting all shifts contained in the Call-In Posting.

- iii) If there are no successful applicants for the Call-In Posting, Article 11.10 shall be utilized.
- c) Existing practices shall continue where the Union and the Employer mutually agree.

## **ARTICLE 12 – LAY-OFF AND RE-EMPLOYMENT**

### **12.01 Lay-off**

A lay-off shall be defined as a reduction in staff or a reduction in the hours of work of any full-time or part-time employee. Lay-off does not apply to temporary, casual, or OTFT (Home Care) employees with no guaranteed hours. For purposes of this Article, a temporary employee shall be defined as an employee recruited from outside the bargaining unit for a predetermined period of time.

### **12.02 Notification of Lay-Off**

Prior to any public announcement or public discussion, the Employer, insofar as is reasonably possible, will advise the Union where lay-offs may be contemplated which will affect the bargaining unit. The Employer shall provide fourteen (14) calendar days notice to the Union prior to issuing initial notice of lay-off to affected employees. With the notification to the Union, the Employer shall provide all relevant information including but not limited to:

- a) the work area where the initial notices of lay-off will be issued;
- b) the number of FTE's affected;
- c) the number of actual positions affected;
- d) the job classifications of employees to be laid off; and
- e) as soon as the information is available, the names of the affected employees.

All employees affected by lay-off shall receive written notice of lay-off.

The Employer shall serve notice of lay-off to the most junior employee(s) in the affected positions within the job classification where it is determined the reduction is required.

The initial lay-off notice, as established by the Employer, shall be the start date. Employees who are in receipt of the initial lay-off notice will receive ten (10) weeks notice. Employees subsequently bumped will receive the greater of the balance of the ten (10) weeks notice from the start date or the notice period provided by *The Saskatchewan Employment Act*, but in no case will receive less than fourteen (14) calendar days notice. If the employee laid off or displaced has not had the opportunity to work the above notice period, the employee shall be paid in lieu of work for that period of the notice period for which work was not made available. However, in this notice period, if regular duties are unavailable, the Employer may assign duties other than those normally connected with the job classification in question.

### **12.03 Discussion of Options and Time to Elect**

a) i) **Seniority List**

An agreed upon seniority list shall be available to the Union and shall be accessible to the employees.

ii) **Seniority Pool**

Employees initially laid off shall form a pool and be ranked in order of seniority. At all times, the most senior employee in the pool is the first to identify their option under Article 12.03 b) ii). As more junior employees are bumped, they are added to the pool and ranked in order of seniority to identify their preferred option.

b) i) **Options**

After the employee has received the lay-off or displacement notice, the Employer shall schedule a meeting to discuss available options in accordance with Article 12.03 b) ii).

- ii) The employee shall select one of the following options:
- 1) To exercise bumping rights in accordance with Article 12.04;
  - 2) To accept reduced work hours within their position;
  - 3) To accept lay-off and work as a casual employee, under the terms of Article 11.10, in the job classification, and work area/service/department from which the employee was laid off;
  - 4) To accept lay-off and be eligible for re-employment in accordance with Article 12.11, 12.12 and 12.13 for a period of time not to exceed thirty-six (36) months.
  - 5) To terminate all employment from all Employers within the Regional Health Authority and accept severance based on Regional Health Authority seniority hours divided by one thousand nine hundred and forty-eight point eight (1948.8) times forty (40) hours times the rate of pay applicable to the position where the lay-off actually occurred and calculated on the date on which the lay-off becomes effective. Following termination, an employee shall be eligible to access their pension benefits

in accordance with the terms of the pension plan.

iii) In conjunction with the above options, the employee may access the Career Adjustment Assistance Program as provided by the Government of Saskatchewan.

c) The Employer shall meet with each employee, in order of seniority, with a Union representative present, to explain their options. The employee shall be provided with sufficient information regarding each option. The employee will have forty-eight (48) hours from the conclusion of the meeting to make a selection. This period may be extended by mutual agreement.

Where the time limits set out in Article 12.03 c) expire on a Saturday, Sunday, or Statutory Holiday, the expiry of the time limits shall be deemed to be twelve (12:00 P.M.) noon on the following day.

- d) i) An employee who wishes to bump another employee from their position shall be provided with an opportunity to visit the worksite and meet with the Department Head or designate to obtain information regarding the desired position;
- ii) Any visit to the worksite will be scheduled for a time convenient to the employee and the Department Head or designate;
- iii) Work schedules and job descriptions in effect at that time, and applicable to the employee, will be made available to the employee before making a decision to bump.



## 12.04 Displacement of Employees

- a) Within the facility/agency, a laid off or bumped employee may exercise seniority, provided they have the necessary qualifications required to fill the position and the ability to perform the work, subject to the following:
  - i) Employees shall choose to bump into a higher paid, lower paid or same paid job classification in the work area/service area/department of their choice in which they wish to exercise their seniority;
  - ii) Employees shall choose to exercise their seniority into either a full-time or part-time position within the job classification specified in Article 12.04 a) i); and
  - iii) In determining the position into which the laid off or displaced employees will bump, consideration will be given to such factors as work schedules (e.g. days, evenings, nights, Monday to Friday shifts vs. rotational shifts, hours of work per shift vs. number of shifts worked) and work location. Within the options available and after making a selection, all things being relatively equal, the employee shall bump the least senior employee in the job classification and work area/service area/department.
- b) A laid off or bumped employee may exercise seniority within the same occupation at any alternate facility/agency within the Regional Health Authority provided they have the necessary qualifications required to fill the position and the ability to perform the work, subject to the following:

- i) For the purposes of Article 12.04 b), same occupation shall be defined as either the same job classification or similar job classification where the core duties and qualifications are similar in nature;
  - ii) An employee shall choose to exercise seniority into either a full-time or part-time position within the same occupation as defined in Article 12.04 b) i). Within the options available and after making a selection of the number of hours per rotation (FTE), the employee shall bump the least senior employee with the number of hours per rotation (FTE) that the employee has chosen; and
  - iii) Where more than one (1) employee opts to exercise seniority within the same job classification at any alternate facility/agency the least senior of such employees exercising seniority shall bump the least senior employee with the number of hours per rotation selected, and so on. This principle shall govern accordingly.
- c) Where a facility closure occurs (including an affiliate or agency) within the Regional Health Authority and an employee is laid off as a result, such employee may exercise seniority as per Article 12.04 a) or b) above based upon the following parameters:
- i) Employees shall choose to bump into a higher paid, lower paid or same paid job classification in one (1) facility (including an affiliate or agency) of their choice in which they wish to exercise their seniority;
  - ii) Employees shall choose to exercise their seniority into either a full-time or part-time position within the selected facility or

alternatively, exercise their option under Article 12.04 b);

- iii) Prior to determining the facility, into which the laid off or displaced employees will bump, the Employer shall provide facility-based seniority lists for each location within the Regional Health Authority, sorted by classification and status;
- iv) After the employee chooses a facility as per i) above, the employee shall be entitled to information accessible as per Article 12.03 d). In determining the position into which the laid off or displaced employees will bump, consideration will be given to such factors as work schedules (e.g. days, evenings, nights, Monday to Friday shifts vs. rotational shifts, hours of work per shift vs. number of shifts worked) and work location. Within the options available and after making a selection, all things being relatively equal, the employee shall bump the least senior employee in the job classification and work area/service area/department.
- v) New employees shall be included based upon their date of hire, until such time as their seniority has been established pursuant to Article 10.01. In the event that the date of hire is the same for two (2) or more employees, placement shall be determined by earliest birth date in the year.

## **12.05 Local Negotiations**

Notwithstanding the above displacement procedures, the parties at any time, can formulate special measures to modify the above displacement procedures to take into account the desire

of the parties to minimize the impact of displacement or to deal with particular operational considerations.

The parties may agree to review any potential voluntary reduction in hours and/or lay-offs with the employees within the job classification and the facility/agency. Where a voluntary lay-off is agreed upon, the options under Article 12.03 b) ii) shall be limited to items 2, 3, 4 or 5.

## **12.06 Reporting**

Periodic updates as to the status of employees who have been served with lay-off and have made their elections shall be provided to SEIU-West.

## **12.07 Notice of Lay-off Cancelled**

An employee who has selected an option in accordance with Article 12.03 b) to exercise bumping rights or to accept reduced work hours shall have the option confirmed in writing by the Employer with a copy to SEIU-West. Employees with a confirmed option shall be deemed to be relieved of lay-off notice and will move to their new position as soon as possible as determined by the Employer. However, such employees shall maintain their pre-lay-off hourly rate of pay and regular earnings for the duration of the notice period.

## **12.08 Orientation Period**

Employees who bump to new positions will be given reasonable orientation. The extent of the orientation will be explained to the employee and Union in advance of the decision to bump.

## **12.09 Employer to Provide Counselling**

The Employer shall endeavour to provide counselling and support mechanisms to employees who are directly affected by a lay-off.

## **12.10 Trial Period Upon Displacement**

Employees who exercise their seniority rights to bump another employee in the same job classification, work area and facility/agency shall not be required to serve a trial period. Employees who exercise their seniority rights to bump another employee in a different job classification, work area or facility/agency shall be required to serve a trial period of three hundred and twenty (320) hours worked. During the trial period, if, in the opinion of the Employer, an employee is demonstrably incapable/unsuitable for the position, or at the employee's request, the employee shall be placed on lay-off **and** in accordance with Article 12.03 b) ii) shall be eligible to access options 3, 4, or 5.

## **12.11 Rights of Employees On Lay-Off**

Employees who receive lay-off notice and select to accept lay-off or do not elect an option in Article 12.03 b) shall retain their seniority and be eligible to apply for vacant positions for thirty-six (36) months following the date of lay-off. Employees shall remain eligible to accept severance, as provided for in Article 12.03 b) ii) 5) at any time during this thirty-six (36) month period.

## **12.12 Rights of Employee Upon Re-Employment**

When an employee is re-employed after lay-off, in a position within the same Pay Band as the job classification held prior to lay-off, the employee shall be paid at the step which was being paid at the time of lay-off, and the increment date will be continuous with the time worked from the original date of employment.

Employees who are re-employed after lay-off in a higher or lower paid job classification shall be placed in the new salary range in accordance with Article 11.07 (Rates of Pay). The employees will retain their accumulated sick leave credits, if any, and service toward calculation of vacation credits existing

at such time of lay-off, if re-employed within thirty-six (36) calendar months.

### **12.13 Orientation and Trial Period Upon Re-Employment**

- a) Employees who are re-employed in their former job classification in accordance with Article 12.12 (Rights of employee Upon Re-Employment) will not have to serve a trial period but will be given reasonable orientation.
- b) Employees who are re-employed in a new job classification pursuant to Article 12.12 (Rights of employee Upon Re-Employment) shall be entitled to a trial period in accordance with Article 11.06 (Trial Period). The employees shall be given reasonable orientation.

Employees who fail the trial period in the new job classification shall be returned to lay-off status. Work performed in the trial period will not cause the extension of the original thirty-six (36) month lay-off period.

### **12.14 Provision for Amendment**

It is recognized by the parties that certain provisions set out in this Article may be amended or expanded upon as a result of changes to current Regional Health Authority boundaries. Any such amendments shall be subject to negotiations on a local basis.

### **12.15 No New Employees Hired**

No new employees shall be hired until those laid off have been given an opportunity for re-employment to positions for which they possess the qualifications and abilities sufficient to perform the required duties.

## ARTICLE 13 – HOURS OF WORK

### 13.01 a) Standard Application

- i) Normal full-time hours of work shall be one hundred and twelve (112) hours in a three (3) week period divided into shifts of eight (8) consecutive hours (exclusive of a specified meal period) calculated from December 5, 1999. Hours worked in excess of the above-stated hours shall be classed as overtime and paid at overtime rates of pay.

For the purposes of calculating eight (8) hours per day or one hundred and twelve (112) hours per three (3) week period, paid vacation, sick leave, paid and unpaid leave of absence, pay for call-in errors, and Statutory Holiday pay shall be included.

- ii) During each three (3) week period employees shall be scheduled six (6) regularly scheduled days off. The seventh (7<sup>th</sup>) day of rest shall be scheduled in conjunction with the employee's regular days off, or scheduled Statutory Holiday off, or on a day which is mutually agreed upon.
- b) Effective July 1, 1999, no employee shall be called in or scheduled for work less than four (4) hours in duration, subject to the following:
    - i) Newly-created positions shall consist of shifts not less than four (4) hours in duration;
    - ii) **For existing positions not covered in 13.02, such shifts will be a minimum of four (4) hours;**
    - iii) Shifts shall be paid as scheduled or offered and accepted.

c) **Special Provisions**

i) Refer to Appendix III for Special Provisions applicable to certain groups.

ii) **APPLICABLE TO EMERGENCY MEDICAL SERVICES (EMS):**

Other Than Full Time employees who report for work shall receive regular rates of pay for all hours of work, except that applicable overtime rates shall be payable for all paid hours in excess of the normal full-time hours of work of eight (8) hours per day or one hundred and twelve (112) per three (3) week period.

On each occasion that an Other Than Full Time employee reports for EMS work he/she shall receive a minimum of three (3) hours of pay at the regular rate, provided that if such employee reports for work a second (2<sup>nd</sup>) time within the three (3) hour period of the original report for work, the employee shall not be paid an additional amount for such second (2<sup>nd</sup>) report for work, unless the employee reports for work and remains working beyond the three (3) hour period.

**13.02 Applicable To Home Care**

The parties to this Agreement recognize the uniqueness of the Home Care Program and recognize the need for guaranteed hours of work to assist in providing quality care.

Where the Employer and the Union have Letters of Understanding in place in respect to any portion or all of the provisions of Article 13.02, such agreements shall be maintained unless the parties agree otherwise.



The Employer and the Union agree to review existing practices that are in place in respect to any portion or all of the provisions of Article 13.02. Where the parties agree to maintain such practices, same shall be confirmed in writing.

The parties agree that the creation of guaranteed hours and the assignment of hours to employees shall first (1<sup>st</sup>) be governed by the need for good client care in responding to client needs and concerns. The parties agree that every reasonable effort will be made to recognize:

- Consistency in the provision of client care;
- Timeliness of response to client needs; and
- Seniority.

The parties agree to conduct a joint review into the Hours of Work within Home Care Services where guaranteed hours currently do not exist as contained in Letter of Understanding #3. The purpose of such review is to establish guaranteed hours of work and a master rotation containing those guaranteed hours. Such review shall commence within sixty (60) days of the date of signing the Collective Agreement.

**1) Hours of Work Applicable to Full-Time Employees**

Notwithstanding the provisions of Appendix III paragraph two (2), the following shall apply to Full-Time Employees:

- i) Normal full-time hours of work shall be one hundred and twelve (112) hours in a three (3) week period, calculated from December 5, 1999, in accordance with Article 13.01;
- ii) No employee shall be required to work more than seven (7) consecutive days without receiving days off, except by mutual agreement between the Union and the Employer;

- iii) Employees shall not be required to work more than two (2) weekends in four (4) unless there is mutual agreement between the Union and the Employer. A weekend shall be defined as the consecutive hours between 0001 hours Saturday and 2400 hours Sunday;
- iv) Nothing shall preclude the Employer and the Union from establishing an extended shift agreement;
- v) If the employee is required to work beyond the preceding restrictions overtime pay shall be paid for all such hours worked.

2) **Hours of Work Applicable to Permanent Part-Time, Other Than Full Time & Casual Employees**

In order to maximize hours and in accordance with Article 13.02 4), employees may be required to work irregular hours within the following restrictions:

- i) An employee shall not work more than twelve (12) hours per day;
- ii) An employee shall not work more than one hundred and twelve (112) hours averaged over a three (3) week period, calculated from December 5, 1999;
- iii) An employee's hours of work shall be confined within a twelve (12) hour period beginning with the first (1<sup>st</sup>) hour worked. However, an employee may be required to report for duty on different occasions in such twelve (12) hour period, provided the hours do not conflict with the hours previously agreed upon under Article 13.02 4) iii) c) i). At least eleven point five (11.5) consecutive hours must separate the last

hour worked and the first (1<sup>st</sup>) hour of the next work period;

- iv) Nothing shall preclude the Employer and the Union from establishing an extended shift agreement;
- v) No employee shall be required to work more than seven (7) consecutive days without receiving days off, except by mutual agreement between the Union and the Employer;
- vi) Employees shall not be required to work more than two (2) weekends in four (4) unless there is mutual agreement between the Union and the Employer. A weekend shall be defined as the consecutive hours between 0001 hours Saturday and 2400 hours Sunday;
- vii) If the employee is required to work beyond the preceding restrictions overtime pay shall be paid for all such hours worked.

### 3) **Master Rotation**

All guaranteed hours of work shall be posted and confirmed on a Master Rotation in accordance with Article 13.05 a), subject to the following:

The Master Rotation shall include the guaranteed number of hours and shifts designated as either days, evenings or nights.

The parties agree that there may be variable start and end times to a specific shift on a given day, subject to Article 13.02 4).

The parties agree that the posted and confirmed period shall be no less than two (2) calendar weeks in advance of the actual week being worked as defined in Article 13.04.

4) **Distribution of Client Hours**

- i) All employees (full-time, part-time and Other Than Full Time) shall receive an assignment which shall set out the distribution of client hours, on a mutually agreed upon day of the week, for the following week. Such assignment shall include the expected start times for each shift, and it is recognized that the start time may be adjusted to afford the employee additional hours of work or to meet the employee's guaranteed hours of work for that day.
  - a) Guaranteed hours of work for full-time and part-time employees shall be assigned as set out above. In no circumstances shall such guaranteed hours of work be cancelled.
  - b) Any hours in excess of those guaranteed hours referred to in paragraph a) shall be assigned to part-time and Other Than Full Time employees as set out above, subject to their availability. The parties agree that the Employer may cancel these additional hours of work without penalty, provided that a minimum twenty-four (24) hours notice is given to the affected employee.
- ii) All part-time, Other Than Full Time and casual employees shall be offered hours of work/shifts in addition to assigned hours in accordance with Article 11.10. The parties agree that where such hours are offered and accepted, such hours

shall be subject to the minimum twenty-four (24) hour notice requirement.

The parties agree with the following exceptions to ii) above:

- a) Assignment of hours to full-time and part-time employees to meet their guaranteed hours within the specific shift on the given day; or
  - b) Assignment of hours to meet the minimum pay requirement on the given day; or
  - c) Assignment of hours within the specific shift on the given day, where the Employer has not met the minimum twenty-four (24) hour notice requirement resulting in down time.
- iii) Mechanics of Assignment
- a) After discussion and input with the Local Union and/or Union representative, geographic client localities shall be established and changed as necessary by the Employer and the Union so notified. Employees will be registered in a specific geographic locality in writing by the Employer on the date of hire. The Union and the employee will be advised in writing when localities are assigned and changed;
  - b) An employee shall be assigned the distribution of client hours in their geographic locality on the basis of seniority provided they are available and have the necessary qualifications

required to fill the position and ability to perform the work. Additional hours or call-in work shall be offered in accordance with Article 11.10 Call-In System or 11.11 Call-In Postings;

- c)
  - i) At the time of hiring employees shall indicate, in writing, details of their availability. Employees may revise their availability in accordance with Article 11.10 c) iv).
  - ii) In order to maximize hours, employees may indicate their willingness to work in other specific Home Care localities within the Region, in which case, time and travel to and from the first (1<sup>st</sup>) and last clients in the additional localities shall be without compensation.
- d) If all employees in a particular geographic locality are unavailable for work assignment and where there are no indications of availability as in c) ii), the Employer has the right to offer such work to any qualified and able employee. Such employee shall be entitled to time and travel as per Article 13.02 paragraph 8).

## 5) **Payment For Work-Related Duties**

All time spent performing authorized work-related duties including but not limited to charting, maintaining supplies, or communicating client information shall be considered as time worked.

6) **Minimum Pay**

- i) On each occasion an employee reports for work, he/she shall receive a minimum of **three (3)** hours at their regular rate of pay.
- ii) In the case of either client refusal or absence, employees shall contact the Home Care office immediately for assignment to other duties.

7) **Assignment to Other Duties**

During any down time, it is agreed that the Employer shall assign other duties within the Home Care sector. Employees may request a leave of absence, vacation or time off in lieu.

8) **Time and Travel**

- a) All employees shall be designated as either rural or urban at the time of hire, in which case, the urban employees shall have a designated base. If the employee is not designated rural or urban, they will be considered as rural employees. An urban employee can only have one (1) designated base, unless changed by mutual agreement. A base can include:
  - i) An urban (any city, town or village) population centre in which an employee lives and works within a geographic client locality as per Article 13.02;
  - ii) The main administrative centre in which the Home Care office is located;
  - iii) An urban population centre within a geographic locality in which the employee does not reside but has requested as a base.

- b) An employee required to report to the base at the start of the shift shall be compensated for time and travel from the base to the first client of the day. An employee required to report to the base at the end of the shift shall be compensated for time and travel from the last client of the day to the base.

Where an employee is not required to report to the base before traveling to the first client of the day, the employee shall be compensated for time and travel from either the base or home, whichever is closer. Where an employee is not required to report to the base after having completed their client assignment for the day, the employee will be compensated for time and travel from either the last client of the day or the base, to home, whichever is closer.

- c) Where work assignments for employees in a designated geographic locality are less than one (1) hour apart, that time between assignments shall be considered time worked;
- d) Transportation allowance shall be provided in accordance with Article 13.14;
- e) All **Continuing Care Assistants** shall be provided with adequate travel time within their work schedules.

### **13.03 Definition of a Day**

Except as otherwise provided for in Article 11.10, a day shall be any twenty-four (24) hour period calculated from the time that the employee commences the scheduled shift.

### **13.04 Definition of a Week**

A week shall mean that period between midnight on Saturday and midnight on the immediately following Saturday.



### 13.05 Work Schedules

- a) Except where otherwise agreed between the Union and the Employer, all departments within all facilities, services and agencies shall develop a Master Rotation containing all guaranteed hours.
- b) Provisional work schedules based upon the Master Rotation in the worksite shall be posted twenty-eight (28) calendar days in advance in a place accessible to the employees. Work schedules shall be confirmed and posted no less than two (2) calendar weeks in advance of the actual week being worked as defined in Article 13.04.
- c) When an employee is required to change their shift from the posted and confirmed work schedule, as a result of an Employer directive, the employee shall be paid a premium at the rate of double time (2X) for all shift(s) so changed. It is agreed, however, that in emergency circumstances which could not have been foreseen by the Employer, the double time (2X) rate shall only be paid for the first (1<sup>st</sup>) four (4) shifts so changed.
- d) Employees shall receive no less than two (2) consecutive days off, unless single days off are arranged by mutual agreement between the Employer and the Union.
- e) Employees shall not be required to work more than seven (7) consecutive days without receiving days off, unless work schedules, which are acceptable to the majority of employees affected by the schedule and the Union, have been agreed upon.
- f) When an employee returns unexpectedly from any leave listed below, the employee scheduled to work shall have her/his shifts cancelled without any notice and without any cost to the Employer:

- i) Article 15.03 Adoption Leave;
- ii) Article 15.04 Parental Leave;
- iii) Article 15.05 Family Illness Leave;
- iv) Article 15.06 Pressing Necessity;
- v) Article 15.07 Medical Care Leave;
- vi) Article 15.08 Bereavement Leave;
- vii) Article 15.09 Union Leave;
- viii) Article 15.13 Paid Jury or Court Witness Leave;
- ix) Article 15.15 Compassionate Care Leave;
- x) Article 24.01 Sick Leave;
- xi) Article 24.02 *The Automobile Accident Insurance Act* Benefit Coverage;
- xii) Article 25 Workers' Compensation; or
- xiii) Article 26.01 Disability Income Plan.

When an employee returns from a leave listed below, the returning employee shall be required to provide notice of no less than two (2) calendar weeks in advance of the actual week being worked as defined in Article 13.04:

- i) Article 15.01 General Leave;
- ii) Article 15.10 Leave for a Union Position;
- iii) Article 15.11 Election to a Professional Association;
- iv) Article 15.12 Education Leave; or
- v) Article 15.14 Leave for Public Office.

When an employee returns from a leave under Article 15.02 Maternity Leave the employee scheduled to work shall have his or her shifts cancelled with the two (2) weeks notice and without any cost to the Employer.

- g) By mutual agreement, the parties may negotiate extended shift agreements supplementary to this Agreement. For the purpose of determining maximum hours of work during the averaging period for employees working in departments with an extended shift agreement, the hours of work within the employees' home department shall apply.

- h) Where a change in the Master Rotation occurs, employees shall have the right to select a shift rotation within the same status, guaranteed hours and classification, on the basis of seniority.
- i) Employees scheduled for shift rotation shall have shifts rotated as equally as possible relative to other employees on the ward or unit. At the request of the employees on a ward or unit, and where the preference of the employees is such, the objective shall be for employees to rotate only between two (2) shifts.
- j) **Rest Periods Between Change of Shifts**  
  
Failure to provide at least fifteen and one-half (15 ½) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such rest periods, except as mutually agreed between the Employer and the Union.
- k) **Split Shifts**  
  
Split shifts will only be implemented with prior mutual agreement between the Employer and the Union.

### **13.06 Shift Trades**

Employees shall notify the Supervisor in writing in advance of trading a shift(s). The shift(s) so traded must be between qualified employees who have the ability to perform the work. Deviation from the posted work schedule, which results from employees trading shifts with other qualified employees, shall not be subject to the overtime provisions.

Each shift trade shall be completed within a forty-two (42) day period from the date of the first shift traded.

### 13.07 Rest Periods

- a) Employees who work more than three (3) hours but not more than six (6) hours shall receive one (1) fifteen (15) minute rest period.

Employees who work more than six (6) hours shall receive two (2) fifteen (15) minute rest periods.

The time of the rest period shall be scheduled by the Employer. Every effort will be made to grant such periods midway between each half shift.

- b) When an employee(s) is unable to take their rest period(s) on a regularly occurring basis, the parties shall meet to investigate and resolve the situation such that the employee(s) receives their rest period(s).

- c) **APPLICABLE TO HOME CARE ONLY:**

Employees who work more than eight (8) hours but not more than twelve (12) hours shall receive three (3) fifteen (15) minute rest periods.

Whenever possible, the Employer shall endeavour to schedule rest periods coincident with travel time.

Where Home Care employees work more than three (3) hours in a day, they shall be entitled to rest periods, as provided for in a) above.

### 13.08 Meal Periods

- a) One (1) unpaid meal period of one-half (½) hour shall be scheduled for each employee working a shift of five (5) hours **or more**. Where an employee is working a shift of less than five (5) hours, an unpaid meal period shall not be scheduled, unless by mutual agreement between the Employer and the Union. In the event the employee is required to work during the scheduled meal

period, or required to stay on the premises during the meal period, such time shall be provided later in the shift or, paid at the applicable overtime rates if such time cannot be rescheduled. Notwithstanding the above, the Employer and the Union may negotiate alternate local agreements where employees are required to remain on the premises.

- b) Employees who work overtime continuous with the shift being worked shall be afforded the right to access an **additional one-half (1/2) hour unpaid meal period where the total number of hours worked is ten (10) hours or more. Similarly, employees who work overtime continuous with the shift where the total number of hours is fifteen (15) or more shall be afforded the right to access a third (3<sup>rd</sup>) one-half (1/2) hour unpaid meal period.**
- c) It is agreed and understood that current practices will be maintained regarding meal periods in excess of a one-half (1/2) hour period.

### 13.09 Overtime

- a) All hours in excess of those stated in Article 13.01 or 13.02 shall be defined as overtime and paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the first (1<sup>st</sup>) four (4) consecutive hours and double (2X) the regular rate of pay for hours worked in excess of four (4) consecutive hours in that day. For Other Than Full Time employees, overtime will not be paid until normal full-time hours of work per day or three (3) week period are met.
- b) An employee who works overtime between 2400 and 0700 hours and where such hours are in conjunction with his/her regular shift shall be paid at the rate of double (2X) his/her regular rate for all hours so worked. If the evening shift ends before midnight and the employee is required to work overtime continuous with the evening shift, and the overtime ends after midnight,

then the entire overtime period shall be paid at double (2X) the regular rate.

- c) Employees who work overtime on their scheduled day(s) off, including vacation, time off in lieu and stat off days, shall be paid at the rate of double (2X) the regular rate of pay for all hours so worked. Where an employee is offered overtime during vacation, time off in lieu or stat off days and accepts such overtime, the vacation dates, time off in lieu or stat off dates will not be rescheduled but will be paid. Where Article 13.10 is invoked, the employee shall have the vacation dates, time off in lieu or stat off dates rescheduled. Employees who do not wish to be called for overtime while on vacation, time off in lieu or stat off dates shall indicate their unavailability, in writing, to their Supervisor.
- d) The Call-In System must first be utilized when replacing absent staff:
- i) Overtime shall be offered to employees within the department in the same classification on the basis of seniority, provided the employee possesses the necessary qualifications required to fill the position and the ability to perform the work subject to the following:
- Overtime shall not be worked by employees while absent and receiving benefits under *The Workers' Compensation Act* and/or the Disability Income Plan and/or income replacement under *The Automobile Accident Insurance Act*.
  - No employee shall be permitted or required to work in excess of sixteen (16) consecutive hours.

Notwithstanding the above, employees may be permitted or required to work in excess of sixteen (16) consecutive hours in the event the sixteen (16) consecutive hours elapses during a procedure in which the employee cannot reasonably stop working.

- ii) In the event that the overtime being worked is of a duration that is less than or equal to the minimum report period, it shall be offered to the senior employee already working. This does not authorize the Employer to fragment shifts, unless it can be demonstrated that the shift cannot be filled otherwise.
- e) If an employee is required to work in excess of the regular hours of work on the day of a Statutory Holiday, such overtime shall be paid at double (2X) the regular rate.

### **13.10 Overtime Against Wishes**

Employees will not be required to work overtime or be on standby against their wishes when other qualified employees within their work unit are willing to perform the required work or take such standby.

### **13.11 Time Off in Lieu**

**At the request of the employee, time off, calculated at the appropriate overtime rates, may be banked in lieu of overtime pay to a maximum of one hundred (100) hours. Such time off in lieu shall be taken at a mutually acceptable time between the employee and the Employer and must be recorded for payroll records. Any unused portion of the time off in lieu bank as of the first Saturday in March will be paid out prior to March 31st of each year.**

**Notwithstanding the above provisions, where departmental arrangements provide for a mutually acceptable protocol of banking time off in lieu, and are more favourable than the above provisions, those departmental arrangements shall continue to remain in effect.**

**For those employees who currently bank time as time off in lieu, the payout provisions set out above shall commence in March 2019.**

**For those employees who bank time as time off in lieu to an amount less than one hundred (100) hours, the banking provisions set out above shall commence March 8, 2018. For those employees who currently cannot bank time as time off in lieu, all provisions set out above shall commence March 8, 2018.**

### **13.12 Standby**

#### **a) Definition of Standby Assignment**

Standby assignment shall mean any period during which the employee is not on regular duty, the duration of which is not less than eight (8) hours during which the employee is on standby, and must be available to respond without undue delay to any request to return to duty.

In departments where standby assignment is required, the Employer shall establish a reasonable rotation for such assignment.

#### **b) Alternate Arrangements for Standby**

Provided it is agreed to by the Employer in advance, employees on standby may make mutual arrangements with other qualified employees to replace them, and must advise the Employer of such change.



- c) Standby payment shall be in addition to any call-back compensation.
- d) Standby Payment

All employees assigned to standby shall receive a standby premium as follows:

- i) Two dollars and nineteen cents (\$2.19) per hour for each hour on standby on a regular working day with a minimum payment for eight (8) hours;
- ii) Four dollars and twelve cents (\$4.12) per hour for each hour on standby on days off and Statutory Holidays with a minimum payment for eight (8) hours.

Effective the date upon which the parties exchange notice of ratification (January 24, 2014) by their principles of the terms of the collective agreement, all employees assigned to standby shall receive a standby premium as follows:

- i) Three dollars and fifteen cents (\$3.15) per hour for each hour on standby on a regular working day with a minimum payment for eight (8) hours;
  - ii) Four dollars and twenty five cents (\$4.25) per hour for each hour on standby on days off and Statutory Holidays with a minimum payment for eight (8) hours.
- e) Upon assignment to standby, all employees may request and shall have access to either a pager or a cell phone provided by the Employer.
  - f) An employee will not be assigned to standby for more than fifteen (15) days in a three (3) week period, except

where mutually agreed otherwise by the Employer and employee. An employee shall not be assigned standby for more than fifteen (15) consecutive days in a three (3) week period, except where mutually agreed otherwise by the Employer and the employee.

Insofar as regular operations permit, an employee shall receive six (6) days in a three (3) week period without standby assignment, to be scheduled no less than two (2) consecutive days without standby assignment, unless mutually agreed otherwise by the Employer and the employee.

Where emergency circumstances exist that could not have been foreseen by the Employer and necessitate assignment to standby, the Employer shall be able to assign an employee to be on standby, to meet the regular operations, for the period of time in which the emergency circumstances exist.

#### APPLICABLE TO OTFT EMS:

Other Than Full Time EMS employees shall be paid five dollars (\$5.00) for each hour on standby with a minimum payment of eight (8) hours for each standby assignment. For the purposes of determining such standby assignments, it shall be a continuous period of time not to exceed twenty-four (24) hours from the commencement of the standby assignment.

Effective the date upon which the parties exchange notice of ratification (January 24, 2014) by their principles of the terms of the collective agreement, Other Than Full-Time EMS employees shall be paid five dollars (\$5.00) for each hour on standby with a minimum payment of eight (8) hours for each standby assignment. For the purposes of determining such standby assignments, it shall be a continuous period of time not to exceed twenty-four (24) hours from the commencement of the standby assignment.

### 13.13 Call-Back

Where the provisions of Article 13.01 c) ii) apply, the provisions of Article 13.13 a) and b) shall not be invoked.

a) Call-Back After Completion of Shift

Any employee who is called back to work after having completed their regular work schedule, and having left the work premises, shall be paid for a minimum of two (2) hours at one and one-half (1 ½) times the regular rate, provided that if such employee is called back a second (2<sup>nd</sup>) time within two (2) hours of the original call-back, the employee shall not be paid an additional amount for such call-back.

b) Call-Back After Midnight or on Statutory Holidays

Any employee who is called back to work between the hours of 2400 (midnight) and 0700 hours or on Statutory Holidays shall be paid at the rate of two (2) times the regular rate of pay for all hours so worked with a minimum of two (2) hours at the rate of two (2) times the regular rate, provided that if such employee is called back a second (2<sup>nd</sup>) time within two (2) hours of the original call-back, the employee shall not be paid an additional amount for such call-back.

However, should a call-back referred to above, commence prior to 2400 hours (midnight) or continue after 0700 hours, such period of time (outside of the frame of 2400 and 0700) shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.

c) Call-Back on a Scheduled Day(s) Off

Any employee who is called back to work from their scheduled day or days off shall be paid at the rate of two (2) times the regular rate of pay for all hours so worked with a minimum of two (2) hours at the rate of

two (2) times the regular rate, provided that if such employee is called back a second (2<sup>nd</sup>) time within two (2) hours of the original call-back, the employee shall not be paid an additional amount for such call-back.

d) Call-Back During Vacation

Any employee who is called back and required to report to work on their vacation date(s) shall be paid at the rate of two (2) times the regular rate of pay for all hours so worked with a minimum of two (2) hours at the rate of two (2) times the regular rate. Such vacation dates so displaced shall be rescheduled.

e) Transportation

Any employee who is called back to work under Article 13.13 a), b), c) or d) and requires transportation, will use either the taxi company designated by the Employer and will charge the return fare to the Employer, or where an employee is required or chooses to use their own mode of transportation, they shall be reimbursed in accordance with Article 13.14.

f) Electronic Call-Back

i) Electronic call-back shall mean the following: Connecting to the Employer's computer network via a computer modem or via an Internet service provider.

ii) Employees required to perform electronic call-back after having completed their regular work schedule and after having left the work premises or equivalent, shall be compensated as follows:

- Any employee who is called back to work via an electronic call-back shall be paid for a minimum of one (1) hour at

the rate of time and one-half (1 ½) the regular rate, provided that if such employee is called back via an electronic call-back a second (2<sup>nd</sup>) time within one (1) hour of the original call-back, the employee shall not be paid an additional amount for such call-back unless it extends beyond one (1) hour.

- Employees who are called back to work via an electronic call-back between 2400 hours (midnight) and 0700 hours, or on a Statutory Holiday, or on a scheduled day off, or on vacation shall be paid at the rate of two (2) times the regular rate for all hours so worked with a minimum of one (1) hour at the rate of two (2) times the regular rate.

#### 13.14 Transportation Allowance

- a) Employees who are called back to work and require transportation, will use either the taxi company designated by the Employer and will charge the return fare to the Employer, or where employees are required or choose to use their own mode of transportation, they shall be paid at the basis of **forty seven point zero one cents (\$0.4701)** per kilometre with a minimum of three dollars and fifty cents (\$3.50) per round trip.
- b) When an employee is requested and agrees to use his or her own automobile for Employer's business after the normal travel to work and before travelling home from work, such employee shall be paid at the basis of **forty seven point zero one cents (\$0.4701)** per kilometre with a minimum of three dollars and fifty cents (\$3.50) per round trip. The above arrangements may be altered by mutual agreement between the Union and the Employer.

Home Care - A round trip is where there is a start and a finish and there is a break in assigned duties of greater than one (1) hour, exclusive of scheduled meal breaks (e.g. lunch/dinner). Several client visits within the same work assignment, not involving any breaks of greater than an hour will require logging of kilometres for travel reimbursement. Such employee shall be paid at the basis of **forty seven point zero one cents (\$0.4701)** per kilometre with a minimum of three dollars and fifty cents (\$3.50) per round trip.

- c) The transportation rate shall be adjusted (increased or decreased) to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI) for January **2017** over October **2016**. The adjustment percentage will be rounded off to the nearest one-hundredth (1/100) of one (1) **percent**. The amount of the adjustment yielded by the procedure shall be rounded to the nearest one hundredth (1/100) of one cent (**\$0.01**).

Further reviews will be done according to the following table:

<b>REVIEW PERIOD</b>	<b>EFFECTIVE DATE</b>
<b>April over January</b>	<b>July 1</b>
<b>July over April</b>	<b>October 1</b>
<b>October over July</b>	<b>January 1</b>
<b>January over October</b>	<b>April 1</b>

Further reviews will continue every three (3) months following the above periods.

- d) Additionally, effective April 1, 2014, a monthly vehicle allowance will be provided to employees required to use their vehicle for Employer business on a continuing basis, as follows:
- (i) Fifty dollars (\$50.00) per month for an employee who performs work during the month; plus

- (ii) Nine dollars (\$9.00) for each day the employee is required to use his or her own vehicle to perform work;

to a maximum of one hundred dollars (\$100) in a calendar month.

### **13.15 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 1500 hours and 0800 hours. Shift premium shall not apply to overtime hours worked.

Effective the date upon which the parties exchange notice of ratification (January 24, 2014) by their principles of the terms of the collective agreement, an increase in shift premium from two dollars and ten cents (\$2.10) per hour to two dollars and forty three cents (\$2.43) per hour.

Effective October 1, 2014, an increase in shift premium from two dollars and forty three cents (\$2.43) per hour to two dollars and seventy five cents (\$2.75) per hour.

### **13.16 Weekend Premium**

A weekend premium of one dollar and eighty cents (\$1.80) per hour shall be paid for each hour worked by an employee on each shift where the majority of hours of the shift fall between 0001 Saturday and 2400 Sunday. Where an employee is receiving overtime pay, weekend premium will not apply.

Effective April 1, 2015, an increase in weekend premium from one dollar and eighty cents (\$1.80) per hour to two dollars and twenty five cents (\$2.25) per hour.

### **13.17 Weekends Off**

Insofar as possible, within established staffing patterns, employees shall be scheduled for weekends off on an equitable basis. Employees shall not be scheduled to work more than two (2) consecutive weekends. Employees required to work on the third (3<sup>rd</sup>) Saturday and/or Sunday or the designated weekend off shall be paid double (2X) his/her regular rate for all hours worked on the third (3<sup>rd</sup>) Saturday and/or Sunday or the designated weekend off. Double (2X) the regular rate shall be paid for that weekend (Saturday and/or Sunday) which caused the third (3<sup>rd</sup>) consecutive weekend to be worked, except where it is mutually agreed otherwise between the Employer and the Union.

### **13.18 Expansion of Hours**

Expansion of hours shall not be permitted on a continuing basis without the agreement of the Employer and the Union.

### **13.19 Telephone Consultation**

An employee, who after leaving work, receives a work-related telephone call to provide off-site assistance and which does not involve a return to the workplace shall be paid for one-half (½) hour at his/her regular rate of pay for calls less than one-half (½) hour in duration. Should a phone call or series of phone calls extend beyond one-half (½) hour, the employee shall be paid for each one-half (½) hour or portion thereof at his/her regular rate of pay.



## **ARTICLE 14 – STATUTORY HOLIDAYS**

### **14.01 Statutory Holidays**

For the purpose of this Agreement, the following shall be considered Statutory Holidays:

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

and all other federally, provincially, and civically proclaimed holidays, provided, however, that a civically declared holiday in lieu of the above-named Statutory Holiday shall not be considered a holiday. Notwithstanding any other section of this Agreement, premium pay, as referred to in Article 14.03 shall be paid for work on the actual calendar day, and shall not be paid for work on any alternate named day.

### **14.02 Statutory Holiday on Scheduled Day Off**

Where a Statutory Holiday falls on a full-time employee's regular or scheduled day off, such employee shall receive another day off with pay.

### **14.03 Working on a Statutory Holiday**

In order to be paid for a Statutory Holiday worked, the majority of the employee's working hours must fall on the actual day of the Statutory Holiday.

- a) Full-time employees required to be on duty on any of the holidays described in Article 14.01 shall be paid at the rate of time and one-half (1 ½) their regular rate of pay, plus time off with pay equal to the regular hours worked, such time off to be scheduled within four (4)

weeks before or after the week in which the holiday occurs.

The employee shall have the Statutory Holiday off on a day mutually agreeable between the Employer and the employee subject to Article 13.05.

**b) All Other Than Full Time Employees**

- i) Who do not work on a Statutory Holiday shall receive time off with pay in lieu of Statutory Holiday pay calculated on the basis of the following formula, whichever is the greater to a maximum of eight (8) hours:

If the employee has been paid at least two (2) of the four (4) previous days of the same name as the day that the holiday falls on, Statutory Holiday pay for the average number of hours paid on those days;

OR

$$\frac{\text{Number of Paid Hours In the Immediately Preceding Four (4) Week Period}}{149.3} \times \text{Normal Full-Time Hours Per Day}$$

$$\times \text{Employee's Hourly Rate of Pay} = \text{Statutory Holiday Pay}$$

- ii) Who work on a Statutory Holiday shall be paid at the rate of one and one-half (1 ½) times the regular rate plus shall receive time off with pay in lieu of Statutory Holiday pay, calculated in accordance with either of the above formula (whichever is greater).
- iii) The parties agree that such time off in lieu, in accordance with Article 14.03 b) i) or Article

14.03 b) ii) shall be maintained in a bank and, after having received confirmation that the employee has accumulated eight (8) hours, such time shall be paid out in a three (3) week period where the employee has been paid or scheduled one hundred and four (104) hours or less. Such time shall be paid as follows:

- a) In the three (3) week period during the current payroll year preceding the date of confirmation of accumulation of eight (8) hours; or
- b) If the employee has paid hours of greater than one hundred and four (104) or greater in all preceding three (3) week periods during the current payroll year referred to in a) above, the accumulated eight (8) hours shall be paid in the first three (3) week period in which the employee is not scheduled for greater than one hundred and four (104) hours.

The designated three (3) week period in which the hours are paid shall be reduced by eight (8) hours for each Statutory Holiday off in accordance with Article 13.01.

In no event shall an Other Than Full Time employee earn accumulated time in excess of twelve (12) days per calendar year.

- iv) Where the parties agree otherwise and Other Than Full Time employee(s) receive Statutory Holiday pay calculated on the basis of the formula contained in Article 14.03 b) i) during the three (3) week period in which the holiday occurs, such agreement shall be in accordance with Letter of Understanding #28.

- c) In the event that any Statutory Holiday(s) occur during the first (1<sup>st</sup>) thirty (30) consecutive calendar days of any unpaid leave of absence, the employee shall be entitled to time off with pay in lieu of Statutory Holiday pay, pursuant to Article 14.03 a) or b).

#### **14.04 Christmas and New Year's Day Off**

Except where otherwise agreed between the Union and **the Employer or where departmental arrangements provide for mutually acceptable scheduling throughout the Christmas and New Year's period**, the Employer shall endeavour to schedule the employee for at least Christmas Day or New Year's Day off.

### **ARTICLE 15 – LEAVES OF ABSENCE**

#### **15.01 General Leave of Absence**

- a) Insofar as regular operations permit, general leave of absence without pay shall be granted to the employee provided the employee furnishes reasons for requiring such leave. The Employer shall respond to all requests for leave of absence within seven (7) days of receipt of the request by informing the employee that the request for leave of absence is approved, denied or that further assessment is required. If the request for the leave of absence is denied, the reasons for denial will be provided. Should the response indicate further assessment is required, the Employer shall indicate an expected time and/or date when such assessment will be completed. All requests for leave of absence shall be submitted in writing to the person responsible for scheduling with a copy to Human Resources and a copy to SEIU-West when leaves are denied.

- b) As set out in paragraph a) above, where a general leave of absence is requested by an employee for the purposes of him/her engaging in alternate employment, such leave shall not exceed the period of one (1) year from his/her permanent position.
- c) Where an employee on a general leave of absence is engaged in alternate employment with another Saskatchewan Regional Health Authority and/or Affiliate, or the Union such leave may be extended beyond the one (1) year set out in paragraph b) as follows; upon the relinquishment of their permanent position, the employee shall be granted casual status and placed on general leave of absence status for up to a maximum of two (2) years from such casual employment with the Employer.

## **15.02 Maternity Leave**

Unpaid leave of absence shall be granted to an employee for maternity. An employee must make written application for the leave of absence no later than fifteen (15) calendar days in advance, except in extenuating circumstances.

- a) The length of the leave of absence shall be for a period not to exceed eighteen (18) months. If an employee's original request for maternity leave was less than eighteen (18) months, she shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed eighteen (18) months.

In extenuating circumstances, where in the opinion of a medical practitioner such action is advisable, the leave shall be further extended.

- b) Such leave will be granted with assurance that the employee will resume employment in the same position or in a comparable position and at the same range of pay occupied prior to the granting of such leave. In the event the employee on maternity leave is affected by

lay-off, she shall be afforded access to the provisions of Article 12 (Lay-Off and Re-Employment).

- c) Notice of intention to return to work or request for change of length of leave of absence must be forwarded to the Employer fifteen (15) calendar days prior to the expiration of the leave. An employee may submit only one (1) request for a change of length of leave of absence.

The Employer is not required to allow an employee to resume her employment until after the expiration of the fifteen (15) calendar days notice.

- d) An employee unable to perform her regular duties but able to perform other work shall, where possible, without affecting the seniority rights of other employees, be permitted to do so at the appropriate rate of pay for the position she is filling.

- e) Access to Sick Leave

Sick leave shall not be granted for the actual period of maternity leave, as defined in Article 15.02 a).

However, an employee who is pregnant during her period of service with the Employer shall have access to sick leave credits for any health-related absence relative to the pregnancy (either during or after) while she continues employment with the Employer.

- f) All employees on maternity leave may provide notification to the Employer of their availability for work under the provisions of Article 11.10 within their department and/or classification. For the purposes of Article 11.10, all such employees will be treated as casual employees throughout the period of the maternity leave.

### 15.03 Adoption Leave

- a) Upon request, an employee shall be granted up to eighteen (18) months leave of absence without pay for legal adoption purposes. In the event an employee on adoption leave is affected by lay-off, the employee shall be afforded access to the provisions of Article 12 (Lay-Off and Re-Employment).
- b) An employee on adoption leave may provide notification to the Employer of their availability for work under the provisions of Article 11.10 within their department and/or classification. For the purposes of Article 11.10, all such employees will be treated as casual employees throughout the period of the adoption leave.

### 15.04 Parental Leave

- a) Upon request, an employee whose spouse is expecting a child shall be granted up to **sixty-three (63) weeks** unpaid leave which can be taken during the **thirteen (13) weeks** before **and/or** during the **fifty-two (52) weeks** after the birth of the child. In the event an employee on parental leave is affected by lay-off, the employee shall be afforded access to the provisions of Article 12 (Lay-Off and Re-Employment).
- b) All employees on parental leave may provide notification to the Employer of their availability for work under the provisions of Article 11.10 within their department and/or classification. For the purposes of Article 11.10, all such employees will be treated as casual employees throughout the period of the parental leave.

## **15.05 Family Illness Leave**

The purpose of family illness leave is for the employee to access time away from work, without loss of pay, in circumstances where a family member as defined in Article 15.08 is ill and requires the attention of the employee. When requesting family illness leave, employees will be expected to identify the family member who is ill, the general nature of the employee's involvement and the amount of time that is required.

Commencing July 1, 1999, all employees, regardless of status, shall be entitled to access up to forty-five (45) hours per twelve (12) month period. This benefit shall not accumulate from year to year.

Employees shall be eligible for this benefit upon successful completion of the probationary period. Their benefit will be calculated on the basis of three point seven five (3.75) hours for each month or portion thereof for the remainder of the entitlement period.

## **15.06 Pressing Necessity**

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

The employee may elect to use vacation, Statutory Holiday, or earned days off, which have not yet been scheduled for the purpose of such leave.

## **15.07 Medical Care Leave**

An employee shall endeavor to schedule medical appointments and/or the maintenance of personal health care outside of scheduled work time. In the event the employee is unable to do so, the employee may be granted time off with pay to attend to



such appointment(s). Such time off shall not exceed sixteen (16) working hours per **calendar** year, except in extenuating circumstances. Where extenuating circumstances exist, such time in excess of sixteen (16) hours shall be deducted from sick leave credits. On request, **the** employee will be required to show proof of such care. **All provisions set out in Article 15.07 shall be effective January 1, 2018**

## **15.08 Interpersonal Violence Leave**

**The Parties recognize that employees sometimes face situations of interpersonal violence in their personal life. Upon notification to the employer, employees shall be entitled to access time off with pay up to a maximum of forty (40) hours and time off without pay up to a maximum of a further forty (40) hours for Interpersonal Violence Leave as provided for in the Interpersonal Violence Leave in *The Saskatchewan Employment Act (SEA)*, Section 2-56-1. Employees will ensure the Employer is notified as soon as possible as to the expected duration of each request for Interpersonal Violence Leave.**

**Upon written notification to the employer an employee may request Time Off in Lieu or Vacation to maintain income while on the unpaid portion of the leave. After ten (10) days, an employee may request to use other applicable leave provisions as per the Collective Agreement.**

## **15.09 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. Where there is a memorial service instead of a funeral, the period of absence from the workplace for the purposes of bereavement leave shall be the same.
- 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; or
  - iii) In the event of the death of another person not specified in i) or ii) above with whom the employee has had a relationship and is required to administer bereavement responsibilities, the employee shall receive time off from work 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) kilometres 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) Where there has been a funeral, an employee may access one (1) day of bereavement leave for the purpose of attending a memorial service or an interment so long as the total period of absence does not exceed the maximum as per a) i) through iii) and b) above and the memorial service or interment occurs within one (1) year from the date of death.
  - d) The employee may also request vacation, Statutory Holidays, or unpaid leave of absence as may be required.

## 15.10 Union Leave

Insofar as the regular operations permit designated employees shall be granted leave of absence without pay to attend to Union business:

- a) Such request must be submitted in writing to the Employer at least seventy-two (72) hours in advance except in cases where it is mutually agreed otherwise. Designated employees shall be granted leave on a ratio of: One (1) for the first twenty-five (25) in-scope, one (1) for the next twenty-five (25) in-scope or major fraction thereof, and one (1) for each fifty (50) in-scope or major fraction thereof.
- b) The Employer agrees to continue to pay normal salary and benefits to employees allocated on a short-term basis of one (1) month or less to attend to Union business as referred to in Article **15.10** and that the Employer 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 Employment Insurance premiums;
  - iv) Employer's share of SHEPP contributions or equivalent;
  - v) Employer's share of Group Insurance premiums;
  - vi) Employer's share of Disability Income contributions;
  - vii) Workers' Compensation premiums; and

- viii) Extended Health and Enhanced Dental premiums.
- c) On leaves of absence of more than one (1) continuous month, and at the request of the Union, the Employer agrees to pay normal salary and benefits to an employee, and will charge the Union, in addition to those costs set forth in Article **15.10 b)** an appropriate amount for the following benefits:
  - i) Annual vacation;
  - ii) Sick leave; and
  - ii) Statutory Holiday.

On leaves of absence of more than one (1) continuous month, the Union shall provide the Employer with a report of the employee's sick leave, statutory holiday observance(s) and vacation usage for those employee(s).

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

### **15.11 Leave for a Union Position**

An employee who accepts employment with the Union or any body with which the Union is affiliated shall be granted Union leave for up to twelve (12) months in accordance with Article **15.10**.

### **15.12 Election to Professional Association**

An employee elected or selected for an Executive position within a Professional Association that relates to their classification shall be granted an unpaid leave of absence in order to fulfill the requirements of the elected position.

### **15.13 Education Leave**

Insofar as regular operations will permit, an educational leave of absence without pay shall be granted for up to twenty-four (24) months at the request of the employee. All employees on education leave of absence status may provide notification to the Employer of their availability for work under the provisions of Article 11.10 within their department and/or classification. For the purposes of Article 11.10, all such employees will be treated as casual employees throughout the period of the education leave.

### **15.14 Paid Jury or Court Witness Leave**

When an employee is subpoenaed for jury duty or as a court witness, such employee shall not suffer any loss of salary or wages while at the disposal of the court.

The hours paid for part-time, OTFT (Home Care) and casual employees on paid jury leave shall be calculated in accordance with Article 24.05.

Time spent by an employee required to serve as a court witness in any matter arising out of employment shall be considered as time worked at the regular rate of pay.

### **15.15 Leave for Public Office**

An employee who is elected to Public Office shall be granted unpaid leave of absence as required by the term of such Public Office.

### **15.16 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.

### **15.17 Benefit Accrual**

An employee shall be entitled to earn sick leave, calculation of increment entitlements, vacation leave and Statutory Holidays for the first (1<sup>st</sup>) thirty (30) consecutive calendar days of an unpaid leave of absence.

## **ARTICLE 16 – VACATION**

### **16.01 Vacation Year**

"Vacation Year" means the twelve (12) month period commencing on the first (1<sup>st</sup>) day of April in each calendar year and concluding on the thirty-first (31<sup>st</sup>) day of March of the following calendar year. Vacation credits shall be earned during the current vacation year to be taken the following vacation year.

### **16.02 Vacation Period and Posting**

The vacation period shall be April 1<sup>st</sup> to March 31<sup>st</sup> of the following calendar year.

Annual vacation time shall be regulated on a mutually agreed basis. In case of disagreement, seniority shall govern within the department. However, employees who do not request vacation time before April 1<sup>st</sup> of each year shall forfeit their right to use seniority. Vacation requests after this date shall be governed on a first-come, first-serve basis and the Employer shall provide a response within seven (7) days. The Employer agrees to give reasonable consideration to all requests submitted with less than seven (7) days notice.

- i) The Employer shall post any guidelines that will be relied upon in responding to employee requests for vacation dates or periods. Projected accumulated vacation credits for all employees shall be posted

during the month of February of each year and will be subject to verification in accordance with vacation credit entitlement determined on the vacation cut-off date of March 31<sup>st</sup> of each year;

- ii) For vacation dates or periods during the month of April, such requests must be made by March 1<sup>st</sup> and confirmation must be given by March 15<sup>th</sup>;
- iii) Employees will indicate their choices of dates for the vacation year by April 1<sup>st</sup>. Up to a maximum of four (4) choices of dates or periods will be granted by seniority;
- iv) Vacation schedules shall be posted by April 30<sup>th</sup> of each year. Once posted, these dates cannot be changed without mutual consent of the employee and the Employer, except in extenuating circumstances. It is understood that credit entitlement is subject to verification after the accrual year ending March 31<sup>st</sup>;
- v) In cases where all vacation has not been scheduled in accordance with i), ii), and iii) above, a second (2<sup>nd</sup>) posting of unexpended vacation credits will occur by October 1<sup>st</sup> to allow employees to schedule unexpended vacation credits for use by March 31<sup>st</sup>. Employees will indicate their choices of dates for usage or submit their request for deferral by October 15<sup>th</sup>. This second (2<sup>nd</sup>) vacation schedule shall be posted by November 1<sup>st</sup> of each year. Unscheduled vacation after this second (2<sup>nd</sup>) posting must be scheduled by mutual agreement between the employee and the Employer.
- vi) Employees on staff as of April 1, 1999, and formerly covered by the CUPE 600 or SGEU/PSC Agreements shall continue to be entitled to take vacation entitlements in advance of it being earned.

### **16.03 Date of Employment**

"Date of Employment" means:

- a) In the case of the employee whose employment commenced between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day, inclusive of any month, the first (1<sup>st</sup>) day of the calendar month;
- b) In the case of the employee whose employment commenced between the sixteenth (16<sup>th</sup>) and the last day, inclusive of any month, the first (1<sup>st</sup>) day of the following calendar month.

### **16.04 Part-Time, OTFT (Home Care), and Casual Employee Vacation Entitlement**

Vacation credits shall be earned on a pro-rata basis in accordance with Article 16.05 and shall be paid in accordance with Article 16.06. It is understood between the parties that an employee is entitled to a vacation period of three (3), four (4), five (5), or six (6) weeks, dependent upon the employee's accumulated years of employment, in addition to the vacation pay stipulated below.

### **16.05 Accrual and Credits**

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

- a)
  - i) During the first (1<sup>st</sup>) and subsequent years, including the third (3<sup>rd</sup>) year of continuous employment, at the rate of one and one-quarter (1 ¼) days per month worked (to a maximum of fifteen (15) days or one hundred and twenty (120) hours per year);
  - ii) During the fourth (4<sup>th</sup>) and subsequent years, including the fourteenth (14<sup>th</sup>) year of continuous employment, at the rate of one and two-thirds (1 2/3) days per month worked (to a



maximum of twenty (20) days or one hundred and sixty (160) hours per year);

- iii) During the fifteenth (15<sup>th</sup>) and subsequent years, including the twenty-fourth (24<sup>th</sup>) year of continuous employment, at the rate of two and one-twelfth (2 1/12) days per month worked (to a maximum of twenty-five (25) days or two hundred (200) hours per year);
  - iv) During the twenty-fifth (25<sup>th</sup>) and subsequent years of continuous employment, at the rate of two and one-half (2 ½) days per month worked (to a maximum of thirty (30) days or two hundred and forty (240) hours per year).
- b) For the purpose of calculating vacation time credits only, for full-time employees, length of service shall not be reduced by leaves of absence granted May 1, 1989, and thereafter;
  - c) Effective April 1, 2013, continuous employment shall be calculated on the basis of each employee's earliest date of hire.

As of May 1, 1999, employees who currently have more than one (1) accrual rate with one (1) Employer shall accrue vacation at their highest rate of accrual.

- d) An employee not having completed a full year of service prior to the beginning of the vacation year in any year shall earn vacation credits, as specified in Article 16.05 a), on a pro-rata basis.

## 16.06 Vacation Pay

- a) An employee shall receive the greater of vacation pay calculated as follows:
- i) 

Vacation Credits		Employee's regular	
Earned in accordance	X	rate of pay at the	= Vacation
with Article 16.05		time of taking vacation	Pay

OR

- ii) Three fifty-seconds (3/52nds), four fifty-seconds (4/52nds), five fifty-seconds (5/52nds), or six fifty-seconds (6/52nds) of the employee's gross earnings during the vacation year as determined by the employee's eligibility for annual vacation. Gross earnings shall include all remuneration paid to employees except transportation allowance.
- b) Employees shall receive vacation pay on regular pay days while on vacation unless otherwise requested.
- c) Where an employee requests vacation pay in advance, and makes such request in writing at least twenty-one (21) days prior to the commencement of vacation, vacation pay shall be paid in the fourteen (14) day period immediately preceding the vacation period.
- d) An employee who is terminating employment at any time in the vacation year before the employee has taken vacation, shall be entitled to a proportionate payment of salary in lieu of earned vacation.

## 16.07 Displacement of Vacation

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

- a) bereavement leave; or

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

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

#### **16.08 Unbroken Vacation Period**

Employees shall be entitled to take their vacation in a broken or an unbroken period. Notwithstanding the above provisions, where departmental arrangements provide for a mutually acceptable method of scheduling vacation entitlement, those provisions shall continue to remain in effect.

#### **16.09 Statutory Holidays Within Scheduled Vacation Period**

When a recognized Statutory Holiday falls during an employee's scheduled vacation period, it shall be recognized as a Statutory Holiday and the employee shall be paid in accordance with Article 14.03. The day on which the Statutory Holiday occurs shall not be deducted from the employee's eligible vacation period.

#### **16.10 Better Than Vacation Provisions**

The vacation credits entitlement specified in Article 16.05 shall apply to all employees hired on or after April 1, 1999. Employees on staff prior to April 1, 1999, having vacation credit entitlement provisions more favourable than those

specified in Article 16.05 shall retain those provisions which shall be attached as Appendix V in the Provincial Agreement.

### **16.11 Deferral of Vacation Credits**

The vacation entitlement contained herein will be taken by all the employees annually, subject, however, to the provision that the employees may make application (prior to October 15<sup>th</sup>) to the Employer for vacation credit deferment. The application shall indicate when the deferred vacation is preferred to be taken. Seniority rights for deferral of accumulated vacation credits may be lost where such vacation would interfere with the normal operation of the facility or the right of others. **Upon application, the Employer may approve the deferral of up to forty-eight (48) hours of vacation credits.**

### **16.12 Access to Vacation Credits**

An employee shall have access to their vacation credits as earned. Seniority rights for access to vacation credits may be lost where such vacation would interfere with the normal operation of the facility or rights of others.

## **ARTICLE 17 – PAYMENT OF WAGES**

### **17.01 Schedules**

The salary scale applicable to employees shall be as set out in the salary schedules contained in this Collective Bargaining Agreement.

### **17.02 Payment of Wages**

Payment of wages shall be in accordance with the following alternatives:

- a) Employees shall be paid actual earnings on a bi-weekly basis; or
- b) Past practices shall remain in effect.

### **17.03 Deductions**

Current deductions shall be made as required by Federal and Provincial Legislation and no other deductions may be made without written consent of the employee concerned, except as otherwise provided for in this Agreement.

### **17.04 Red-Circled Jobs**

All incumbents in recognized red-circled jobs shall be paid one hundred (100%) per cent of any negotiated wage and benefit increase.

## **ARTICLE 18 – INCREMENTS**

### **18.01 Increments**

- a) Full-time employees shall be eligible for increments annually from their date of employment, promotion, or reclassification except when a leave of absence is for more than thirty (30) days, in which case an adjusted increment date shall be established consistent with the period of leave, less the first (1<sup>st</sup>) thirty (30) consecutive calendar days.
- b)
  - i) Other Than Full Time employees shall be eligible for increments calculated on the basis of paid and unpaid hours (as set out below) from their date of employment, promotion, or reclassification.
  - ii) Other Than Full Time employees shall receive a half ( $\frac{1}{2}$ ) increment on the completion of nine hundred and seventy-four point four (974.4) regular hours (one thousand nine hundred and forty-eight point eight (1948.8) hours/year) or one (1) year, whichever occurs later. On completion of one thousand nine hundred and forty-eight point eight (1948.8) hours, the employee shall receive the first (1<sup>st</sup>) step.

Additional increments as provided in the applicable pay range shall be provided consistent with the foregoing formula until such time as the employee has achieved the maximum step in the pay range.

- iii) APPLICABLE TO EMS ONLY:  
Other Than Full Time employees shall receive a half (½) increment on the completion of nine hundred and seventy-four point four (974.4) regular hours or the anniversary date of their employment in the EMS service, whichever occurs sooner. Additional increments as provided in the applicable pay range shall be provided consistent with the foregoing formula until such time as the employee has achieved the maximum step in the pay range.

Effective November 7, 1999, references to nine hundred and seventy four point four (974.4) and one thousand nine hundred and forty eight point eight (1948.8) hours shall apply to all employees except as provided in Appendix III of this Agreement.

- c) Eligible hours for earning increments include:
- All paid hours including vacation and Statutory Holiday pay but excluding overtime;
  - All paid leaves;
  - Any authorized unpaid leaves for the first (1<sup>st</sup>) thirty (30) consecutive calendar days;
  - Absence while on W.C.B.;
  - Union leave.
- d) Employees who work in more than one (1) classification where different Pay Bands apply shall receive separate increment adjustments for each classification;

- e) Hours worked in temporary assignments shall be credited to the employee for the purpose of advancement in the increment scale.

## **18.02 Return to Previous Job Classification**

An employee who returns to a previously held job classification (either JJE classification or pre-JJE classification now included in a JJE classification) within the Regional Health Authority shall be paid either at the step in the applicable Pay Band at which the employee was being paid when the employee last occupied that job classification or as determined in the October 3, 2003 Memorandum of Agreement, Number 7 “Steps”, whichever is greater.

## **18.03 Recognition of Previous Experience**

Employees commencing employment or employees commencing employment in a classification never held previously who have previous experience related to the position applied for, relevant and acceptable to the Employer, shall be placed in the step of the applicable Pay Band set out below in accordance with the following:

- a) Less than one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at Step 1(start);
- b) One (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at Step 2 (one (1) year);
- c) Two (2) years of experience in the four (4) years immediately preceding the date of employment shall be placed at Step 3 (two (2) year).

Where previous experience has been obtained through recent service in Other Than Full Time employment, recognition of such previous experience will be based on the number of hours paid. One (1) year of experience will be

recognized for each full one thousand nine hundred and forty-eight point eight (1948.8) hours of recent service in the qualifying period.

## **ARTICLE 19 – GENERAL PROVISIONS**

### **19.01 Compensation for Post Mortem**

An employee who assists in the performance of a post mortem, which is not part of such job description, will be paid at the rate of fifty (\$50.00) dollars per post mortem in addition to any pay the employee would be entitled to under the terms of this Agreement.

### **19.02 Personal Property Loss**

An employee's personal property loss or damage by the action of a client shall be replaced or repaired at the expense of the Employer to a maximum of seven hundred and fifty (\$750.00) dollars, subject to integration with one hundred (100%) per cent 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.

### **19.03 Uniforms**

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



b) **APPLICABLE TO EMERGENCY MEDICAL SERVICES (EMS)**

Employees will be reimbursed for the purchase of footwear appropriate for work duties up to a maximum of one hundred and fifty dollars (\$150.00) per year upon presentation of receipt. Replacement shall be provided, as required, upon presentation of footwear. Where practicable, footwear will be worn for work-related duties only.

**19.04 Bulletin Boards**

The Employer shall provide bulletin board(s) which shall be placed so that all employees will have ready access to them and upon which the Union shall have the right to post notices of meetings and such other notices, as may be of interest to the employees. The parties agree that the posting and subsequent removal of all written materials shall be the function of the Union, however, the Employer reserves the right to request and have removed posted material if considered damaging to the Employer.

**19.05 Tools and Equipment Supplied**

The Employer shall supply all tools and equipment, which it deems necessary to employees in the performance of their duties. Worn or broken tools shall be returned to the Employer.

**19.06 Responsibility Pay**

Effective April 1, 2002, where the employee is assigned supervisory responsibilities by the Employer, the employee will be paid an additional premium of seventy-five cents (\$0.75) per hour.

If the employee is not assigned supervisory responsibilities by the Employer, he/she shall not perform such duties and the employee shall not be paid responsibility pay pursuant to this provision.

Where an employee is in receipt of a higher rate of pay due to temporary assignment in a higher classification, the employee shall not be entitled to additional responsibility pay as a result of the temporary assignment. This does not forfeit the employee's entitlement to responsibility pay where the Employer, assigns the employee supervisory responsibilities of another classification, in addition to the responsibilities of the temporary assignment.

### **19.07 Professional Fees**

Effective April 1, 2011, the Employer shall reimburse eligible employees for associated professional or licensing fees that employees are required to pay by either statute or the Employer. The maximum reimbursement shall be one hundred and seventy-five dollars (\$175.00) or the professional fee amount established by the professional association required to practice as of January 1, 2008, whichever is greater.

**Effective April 1, 2018, the maximum reimbursement shall be two hundred dollars (\$200.00) or the professional fee amount established by the professional association required to practice as of April 1, 2017, whichever is greater.**

Reimbursement for employees working **with** two (2) or more **Employers covered by this agreement** shall receive entitlement under this provision from a maximum of one (1) Employer only.

Payment will be made upon proof of registration provided to the Employer, by the employee.

Where employees retire during any professional or licensing year, the Employer shall reimburse such employees for professional or licensing fees in accordance with this article.

### **19.08 Union Office and Storage Space**

The Employer shall provide the Union with space on the premises of each facility/agency for the storage of files and

materials. Current practice concerning the provision of office space shall be continued and where possible, future requests by the Union for office space shall be considered.

## **19.09 Reimbursement of Expenses**

- a) The employee shall be reimbursed for all substantiated expenses incurred while performing required duties on behalf of the Employer. This includes, but is not limited to, reimbursement for work-related long distance telephone calls, fax transmissions, postage, stationary and incidental parking. The Employer further agrees to assume the cost of dry cleaning of personal apparel for unforeseen work-related occurrences.
- b) Where an employee is on authorized Employer business outside of their normal work area, employees shall be reimbursed for accommodation and meal expenses in accordance with Employer reimbursement policy. Where no policy is in place, employees shall be reimbursed for accommodation and meal expenses for actual and reasonable charges supported by a receipt.

## **ARTICLE 20 – SENIORITY AND BENEFIT PORTABILITY**

### **20.01**

Employees who terminate from any Employer covered by the SEIU-West/SAHO Collective Bargaining Agreement or the SEIU-West Extendicare (Canada) Inc. Collective Bargaining Agreement and commence employment with any Employer covered by the aforementioned Collective Bargaining Agreement(s) within one hundred and twenty (120) days shall be entitled to transfer the following:

- i) Notwithstanding Article 9.04, all seniority accrued to date of termination;
- ii) The most recent vacation accrual rate (earliest date of hire);

- iii) Unused sick leave credits to a maximum of thirty (30) days;
- iv) The salary step, if re-employed in the same classification;
- v) Pension, Group Life, Dental (core), Disability Income Plan, Extended Health Benefits and Enhanced Dental in accordance with the terms of the Plans.
- vi) **Unused** Family Illness Leave Credits

An employee who commences employment within the one hundred and twenty (120) day period shall have a new increment date established to coincide with the first (1<sup>st</sup>) day of re-employment. The provisions of Article 18.03 (Recognition of Previous Experience) shall be utilized.

Notwithstanding the provisions of Article 20.01 i) through v), employees shall serve a probationary period.

## 20.02

- a) Employees who are employed with two (2) or more Employers shall not be eligible to transfer items as specified in Article 20.01 until such time as they terminate with one (1) or more of the Employers. It shall be the responsibility of the employee to notify the remaining Employer of their termination and request a transfer of their seniority and benefits as specified in Article 20.01. The remaining Employer shall complete the transfer of items specified in Article 20.01 within two (2) calendar weeks of receipt of the employee request. In the event the employee remains employed with more than one (1) Employer they shall only be entitled to transfer their seniority and benefits from the terminating Employer to one (1) of the remaining Employers.

When combining seniority the total cannot exceed one thousand nine hundred and forty-eight point eight (1948.8) hours per year of service.

**When combining unused Family Illness Leave credits to a maximum of forty five (45) hours.**

When combining sick leave credits the total cannot exceed the maximum of one hundred and sixty (160) days.

Where employees become employed with two (2) or more Employers the provisions of Article 18.03 (Recognition of Previous Experience) shall be utilized.

Employees who are employed in the same classification and remain employed in the same classification shall retain their highest increment level. Where this results in a higher hourly rate, a new increment date shall be established coincident with the move to the higher increment level.

- b) Employees who are employed in more than one (1) Regional Health Authority shall access benefit plans as listed in 20.01 v) as if employed at a single Regional Health Authority.

## **ARTICLE 21 – TECHNOLOGICAL CHANGE**

### **21.01 Technological Change**

If, as a result of the Employer introducing:

- New equipment;
- Changes in operating methods;
- Dissolution of department(s); or
- Complete facility closure;

certain job classifications will no longer be required in the affected facility, agency or affiliate, 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 workforce.

- a) By mutual agreement of the Employer and the Union, the above time limits may be adjusted to suit individual circumstances;
- b) Upon notification as above, the Employer and the Union will commence discussion as to the effect on the existing workforce and application of this Article;
- c) During the above-mentioned implementation and transitional period, affected employees will maintain their rates of pay;
- d) All new classifications shall be established in regards to job titles and rates of pay in accordance with Article 11.01 and **LOU #32**;
- e) All new positions created as a result of technological change shall be posted under the terms of the current Agreement. 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) If application of this Article requires a reduction in the workforce, such reduction will be carried out under the terms of this Agreement.

## **ARTICLE 22 – EMPLOYEE PERFORMANCE REVIEW**

### **22.01 Employee Performance Review**

It is the responsibility of the Employer to provide advice and guidance to each employee and to make accessible any internal supports, which would assist the employee in meeting work performance standards. The purpose of the performance review is to identify and build on an employee's strengths, to point out

areas for improvement or development, and to optimize performance.

When a review or appraisal of an employee's work performance is made, the employee concerned shall be given the opportunity to read and discuss the document. The employee shall be required to sign an acknowledgement that they have been given an opportunity to read the document and shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the document.

An employee performance appraisal or review is not a disciplinary meeting.

The employee shall have the right to respond in writing to such appraisal or review within fourteen (14) calendar days and such response shall become part of the record.

## **22.02 Access to Personnel File**

The Employer shall allow an employee to review their personnel file (excluding employment references) provided they make prior arrangements with their immediate Supervisor. Any errors or inaccuracies on an employee's file shall be removed immediately upon the request of the employee.

## **ARTICLE 23 – SAFETY AND HEALTH**

### **23.01 Saskatchewan Employment Act and Occupational Health and Safety Regulations**

The Union and the Employer are committed to promoting a safe and healthy Workplace in compliance with *The Saskatchewan Employment Act* and *The Occupational Health and Safety Regulations*. The parties agree that such legislation allows every worker the right to know the hazards at work, and the right to participate in occupational health and safety, and the right to refuse work which the worker has reasonable grounds to believe is unusually dangerous.

## **23.02 Occupational Health and Safety Committee**

An Occupational Health and Safety Committee, where provided for under *The Saskatchewan Employment Act*, or as such Act may be amended from time to time, shall be implemented at each workplace within the operations of the Employer.

The Employer agrees to provide flexibility in scheduling arrangements for the purpose of promoting meaningful participation of Committee members. A Committee member who attends an Occupational Health and Safety Committee meeting or conducts other business proper to the functioning of the Committee during scheduled hours of work, such employee shall be released from duty without loss of pay.

A Committee member who attends an Occupational Health and Safety Committee meeting shall be credited the time as hours worked at regular rate(s) of pay.

## **23.03 Referral of Health/Safety/Workload Concerns**

- a) An employee or a group of employees who have a health or safety concern should endeavour to resolve that concern by first referring the concern to the immediate Supervisor or Facility Safety Officer, who shall investigate immediately and take remedial action. Nothing provided herein shall forfeit the right of an individual or group of employees from referring a concern to an Occupational Health and Safety Committee member or directly to the Occupational Health and Safety Branch.
- b) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive safety complaints or concerns, including workload concerns which are safety-related, the right to investigate such complaints, the right to define the problem, and the right to make recommendations for a solution. Where the Committee determines that a safety problem exists, it shall advise the Employer, in writing, and include recommendations. The Employer shall



advise the Committee, in writing, as to the recommendations they are prepared to adopt and those which they are not prepared to adopt and the rationale. If an employee or a group of employees remain unsatisfied with the Employer's response, the concern may be referred to the Occupational Health and Safety Branch.

- c) An employee has the right to refuse to perform any particular act or series of acts if he/she has reasonable grounds to believe that the acts or series of acts is unusually dangerous to his/her health or safety, or may similarly endanger another person at the workplace until steps have been taken to resolve the matter in accordance with *The Saskatchewan Employment Act*. The employee shall inform his/her Supervisor without delay of such refusal. It is agreed that the employee shall not suffer any loss of wages, benefits or seniority as a result of such refusal. The Employer may temporarily assign the employee alternate work.

#### **23.04 Workload**

**An employee or a group of employees who have a health or safety related workload concern (as defined by *The Saskatchewan Employment Act – Part III Occupational Health and Safety*) will first refer that concern in writing to the immediate Out of Scope Supervisor, who shall investigate and where required take remedial action within fourteen (14) calendar days.**

**The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive a health or safety related workload concern which was not resolved at the Out of Scope Supervisor level. This mandate shall include the review of staffing issues, the responsibility to investigate the health or safety related workload concern, the responsibility to define the health or safety related workload problem, and the responsibility to make**

**recommendations to rectify the health or safety related workload problem.**

**This does not preclude the use of a sub-committee as established by the OH&S Committee. The sub-committee shall be comprised of equal representation of SEIU-West OH&S representatives and Employer representatives. Where the Committee or sub-committee determines that a health or safety related workload problem exists, through an evidence based process, the Committee, or sub-committee, shall issue a report on their recommendations for solving the health or safety related workload problem to the Employer and the Union within thirty (30) days of receiving the health or safety related workload concern. Within thirty (30) days, the Employer shall advise the Occupational Health and Safety Committee, or sub-committee, and the Union, as to what reasonable steps it has taken or proposes to take to implement the workload recommendations identified by the Committee or sub-committee.**

**If not resolved to the satisfaction of the Employer or the Union, the health or safety related workload concern may be referred to the Occupational Health and Safety Branch. Should the above process not satisfactorily address the health or safety related workload concern, the parties will:**

- a) Meet to discuss a resolution.**
- b) Where resolution is not reached, either party may refer the health or safety related workload concern to mediation. The Employer and the Union will equally share the costs associated with mediation.**

### **23.05 Client/Patient/Resident Precautions**

- a) The Employer shall provide the employee with all necessary, relevant information regarding precautions required to ensure the health and safety of the employee or others in respect to the potential risks and hazards**

presented by the clients/patients/residents in the care of the employee.

- b) When an incident demonstrates that a client's behaviour may constitute a risk to the safety of another client or employee, a meeting shall be convened within twenty-four (24) hours to conduct a reassessment and appraisal of the client to consider and implement alternative options for care delivery to ensure the safety of employees and other clients/patients/residents.

### **23.06 Medical Examination**

- a) If pre-employment or subsequent medicals or immunizations should be required by the Employer or under current legislation time lost due to such requirements shall not result in loss of pay or sick leave credits.

Where an employee is required to undergo medical examination(s) in order to maintain licensing requirements which are a condition of employment, the costs associated with such medical examination(s) to a maximum of one hundred and forty dollars (\$140) per medical shall be reimbursed by the Employer less any subsidy/rebate provided by Saskatchewan Government Insurance. Receipts will be provided if requested by the Employer.

- b) Time lost as a result of immunization for health care workers in accordance with the Saskatchewan Immunization Manual or the Canadian Immunization Guide and the Centre for Disease Control, shall not result in loss of pay or loss of sick leave credits.
- c) Employees who are quarantined by the Medical Health Officer or prohibited from working by the Employer or the Medical Health Officer as a result of exposure to an infectious disease as a result of employment in the

Regional Health Authority, shall not suffer any loss of pay or reduction in sick leave credits.

### **23.07 Proper Accommodation**

The Employer agrees to make every reasonable effort to provide proper accommodation for employees to have meals and store and change their clothes. The Employer agrees to provide suitable accommodation that is not directly accessible to the public to allow employees to store personal effects and clothing worn to and from the facility. **The Employer agrees to make every reasonable effort to provide this information to all employees.**

### **23.08 Working Alone or Isolated Place of Employment**

- a) Through joint process, the Union and Employer shall design and monitor mechanisms and policies to reduce risks to employees working alone or at isolated places of employment or whose employment requires travel in the course of their employment. Such policies, once agreed, shall be maintained and enforced by the Employer subject to OH & S regulations as applicable.

Such policies shall provide for:

- Guidelines for safe travel in adverse weather conditions;
- Provision of CAA approved emergency supplies for use in travelling in adverse weather conditions;
- Effective communication plan for every employee to provide two-way communication between Employer and employee which may include phone (cellular or otherwise), radios, calls indicating location, departure time, arrival time, calling card, and/or reimbursement of required work-related call. It is the

responsibility of the employee to follow prescribed communication procedures.

**APPLICABLE TO HOME CARE EMPLOYEES ONLY:**

Where the Employer does not provide access to cell phones and the employee elects to use their own cell phone for the purposes of maintaining emergency communication in the course of travelling or working alone in the course of their employment, the Employer shall reimburse the employee ten dollars (\$10.00) per calendar month to offset the cost of purchasing and maintaining the cell phone. In order to receive the ten dollar (\$10.00) reimbursement, the employee must work in home care during that calendar month.

- b) Where the employee is continuously required to use their vehicle for the conduct of the Employer's business and where the Employer and the employee agree that safe travel is not possible due to adverse weather conditions, such employee having begun their work day shall not suffer any loss of wages, benefits or seniority as a result of an inability to complete their regular functions for those hours. The Employer may assign employee(s) alternate duties.

**23.09 Violence in the Workplace**

The Employer and the Union agree that violence against employees in the workplace is not **acceptable and agree to work together towards elimination of the incidence and causal factors of violence**. To that end, the following shall apply:

- a) Definition of Violence

Violence shall be defined as the attempted, threatened or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or

behaviour that gives an employee reasonable cause to believe that they are at risk of injury during the course of his/her employment.

b) Violence Policies and Procedures

In compliance with *The Saskatchewan Employment Act*, the Employer will ensure a policy is developed, in consultation with the Union and other Unions in the region/agency/facility, to address the prevention of violence, the management of violent situations, to reduce the **causal** factors of violence and to provide support to employees who have faced violence. The policies and procedures shall be part of the Employer health and safety policy and written copies shall be posted or made available in policy manuals in a place accessible to all employees.

### 23.10 Safety Protocols

The Employer shall implement policies and procedures as required by *The Saskatchewan Employment Act* and *The Occupational Health and Safety Regulations*, including but not be limited to:

- a) Training in all matters that are necessary to protect the health and safety of employees when an employee:
  - i) Commences employment; or
  - ii) Transfers or is moved from one work activity or worksite to another that differs with respect to hazards, facilities, equipment or procedures.
  
- b) A plan in consultation with the Occupational Health and Safety Committee where workers are required to handle, use or produce an infectious material or organism or are likely to be exposed to an infectious material or organism, shall include but not be limited to:

- i) Procedures for the investigation and documentation of any work-related exposure incident, including the route of exposure and the circumstances under which the exposure occurred; and
- ii) Procedures for the investigation of any occurrence of an occupationally transmitted infection or infectious disease to identify the route of exposure and to implement measures to prevent further infection.
- iii) EFFECTIVE JULY 1<sup>st</sup>, 2006

Compliance with Section 85(3) and Section 474.2 of the Regulations, effective July 1, 2006.

The Employer, in consultation with the committee, shall review the adequacy of the plan, as referred to above, at least every two (2) years and amend the plan where necessary.

EFFECTIVE JANUARY 1<sup>st</sup>, 2006

Plan, as referred to above, shall refer to Exposure Control Plan.

- c) Timely and effective medical attention shall be provided immediately to any worker who receives a skin-piercing sharps injury, including post-exposure evaluation and follow-up. In accordance with the above, a clearly established post-exposure protocol developed in consultation with the Occupational Health & Safety Committee, shall be implemented and made readily accessible and communicated to all employees.

## **ARTICLE 24 – SICK LEAVE**

### **24.01 Definition of Sick Leave**

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

### **24.02 Automobile Accident Insurance Act Benefit Coverage**

Sick leave will not be paid where an employee is in receipt of income replacement benefits under *The Automobile Accident Insurance Act*, except that any difference between such benefits and the employee's regular net pay shall be paid to the employee from the employee's accumulated sick leave credits, provided that credits are available for use, for a period not to exceed one (1) year from the date of the accident.

For the purposes of maintaining and accessing employee benefits, in accordance with the terms of the Plans, the Employer shall forward the appropriate application forms to the employee (for Disability Income Plan benefits) and upon receipt of completed forms shall ensure that such completed such forms are submitted to 3sHealth.

### **24.03 Notice of Illness**

Employees who may be absent from duty due to illness or injury, shall notify the immediate Supervisor or designate as soon as possible, prior to the commencement of the scheduled shift indicating the expected duration of such illness.

In accordance with Article 4.05 Return to Work/Duty to Accommodate provisions, the employee shall inform the Supervisor of the anticipated date of return to work and any limitations or restrictions as specified by their physician and/or medical practitioner.

No employee shall be entitled to benefits for time previous to such notification unless the delay shall be shown to have been



unavoidable. Employees will report to their Supervisor or designate upon resuming duties.

#### **24.04 Accumulation of Sick Leave**

Subject to where existing local conditions provide otherwise:

a) Full-time employees shall earn sick leave credits at the rate of fifteen (15) days per year (one and one-quarter (1 ¼ days per month);

b) Sick leave credits for Other Than Full Time employees shall be calculated as follows:

$$\frac{\text{Number of Hours Eligible for Entitlement}}{\text{Full Prescribed Hours per Year}} \times 15 = \text{Sick Leave Credits}$$

c) Hours eligible for entitlement shall include paid hours exclusive of overtime plus the first (1<sup>st</sup>) thirty (30) consecutive calendar days of an unpaid leave;

d) Sick leave credits for all employees shall accumulate to a maximum of one hundred and sixty (160) working days;

e) The Employer agrees to post an up-to-date list of all employees' sick leave credits in the month of February of each year. Within thirty (30) days of the posting, and upon proof of error, the Employer will revise the list. Copies of such lists and revisions thereof shall be sent to SEIU-West simultaneously.

#### **24.05 Deductions from Sick Leave Credits**

a) For full-time employees, a deduction shall be made from the accumulated sick leave credits for all normal working hours (inclusive of Statutory Holidays) absent for sick leave;

- b) Part-time employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period, access to accrued sick leave credits will be based on their letter of appointment or the average number of paid hours in the twelve (12) months preceding the illness, whichever is greater. However, where the date of illness falls outside the posted and confirmed period, employee(s) shall have access to sick leave credits based on the average number of paid hours in the twelve (12) months preceding the illness, starting from the date of illness.

Where the employee provides advance notice of such illness or disability, the date of notification shall serve as the designated posted and confirmed period for the purpose of this Article and access to sick leave credits shall be based upon the average number of paid hours in the preceding twelve (12) month period.

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

Where the employee provides advance notice of such illness or disability, the date of notification shall serve as the designated posted and confirmed period for the purpose of this Article and access to sick leave credits shall be based upon the average number of paid hours in the preceding twelve (12) month period.

- d) Deductions from sick leave credits shall include all rest periods and travel time that would otherwise be paid, as per the Collective Agreement.

## **24.06 Verification of Illness**

Medical verification may be requested from the employee requesting sick leave. Where such is required, the employee shall be notified during the illness that such verification is required upon the employee's return to work.

## **ARTICLE 25 – WORKERS' COMPENSATION**

### **25.01 Workers' Compensation Benefits**

When an employee is absent as a result of an accident or illness in connection with the employee's employment, and benefits are being paid by Workers' Compensation Board, the difference between the employee's regular net pay including any market supplement and the Workers' Compensation payment will be paid by the Employer for a period not to exceed one (1) year and shall not reduce the employee's accumulated sick leave credits. In no event will the amount paid to the employee be less than the amount the Employer receives from Workers' Compensation Board.

The following procedure shall be used to implement the foregoing:

1. When an employee has applied for Workers' Compensation benefits, the Employer will continue paying the employee his/her regular net pay including any market supplement for a period not to exceed one (1) year.
2. The hours paid for part-time, OTFT (Home Care) and casual employees receiving Workers' Compensation benefits shall include all paid hours (e.g. regularly scheduled hours, additional casual hours, vacation hours, sick hours, Statutory Holiday hours and paid leaves of absence) excluding overtime and other premium payments, and shall be based on the previous fifty-two (52) week period.

Where the employee's status (full-time, part-time, casual) has changed within the fifty-two (52) week period, the calculation of hours paid will be based upon the period of time since the date of change to the employee's status at the time the Workers' Compensation claim is initiated.

3. The Workers' Compensation cheque will be made payable to the Employer.
4. Should the employee's claim be disallowed by Workers' Compensation, then any money so paid will be either charged against sick time, or if the employee has no sick time, the amount so paid will be recovered from the employee, and the employee shall make application for Disability Income Plan benefits, in accordance with the terms of the Plan.
5. At year-end, the employee's gross earnings will be adjusted by the amount paid by Workers' Compensation Board. The Employment Insurance and Canada Pension Plan deductions will be recalculated based on the adjusted gross pay and the difference is to be refunded to the employee by the Employer.
6. Employees absent as a result of a compensable accident or illness under this Article shall not earn Statutory Holidays but for the first (1<sup>st</sup>) year shall accrue sick leave credits and vacation credits. However, vacation credits accrued during receipt of W.C.B. benefits may only be accessed once such employee has returned to regular employment outside the auspices of a graduated Return to Work Program sponsored by the W.C.B.

Employees shall earn seniority for the entire period of a W.C.B. claim.

7. For the purposes of maintaining and accessing employee benefits, in accordance with the terms of the Plans, the Employer shall forward the appropriate

application forms to the employee (for Disability Income Plan benefits), and upon receipt of completed forms shall ensure that such completed forms are submitted to 3sHealth.

## **ARTICLE 26 - EMPLOYEE BENEFITS PLANS**

### **26.01 Disability Income Plan**

#### **a) Joint Funding**

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

#### **b) Administration**

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

#### **c) Terms of Plan**

The terms of this Plan shall be determined on the basis of the following provisions which are considered as general statements of the Plan conditions. **The parties agree that where there is a discrepancy between the collective agreement and the plan text that the plan text will prevail.**

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

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

A Long-Term Disability Plan will provide a benefit of sixty per cent (60%) of normal earnings commencing after one hundred and nineteen (119) consecutive calendar days of disability. The benefit will continue until recovery, age sixty-five (65), or death, whichever occurs first. The Long-Term Disability Plan will be subject to the following terms:

1. Disability will be defined as the inability of the employee to perform the duties of their occupation. After twenty-four (24) months of benefit payment, the definition changes to the inability of the employee to perform any occupation for which one is reasonably fitted by training, education, or experience.
2. There shall be no waiting period before an employee is eligible to receive benefits for any disability.
3. The benefit will be reduced by any Canada Pension Plan or Workers' Compensation award. Any cost-of-living adjustment in the future to Canada Pension Plan will not serve to further reduce the benefit provided by the Plan.
4. Where an employee has been receiving benefit from the Plan and has returned to work, should he/she subsequently become disabled within six (6) months from the same cause which created his/her original disability, he/she will not have to serve one hundred and nineteen (119) consecutive calendar days waiting period again before benefits recommence.

5. Any claim which is admitted for a period of disability which commences while the employee is protected by this Plan will continue to be payable under the terms of the Plan, regardless of the fact that the Plan may have subsequently been discontinued or succeeded by a new program.
6. Any employee whose employment commenced during the period shown below and who has received medical attention within the stated period of time preceding the date the employee enrolled in the Plan, shall not be insured for any disability resulting from the complaint for a period of twelve (12) months after the date the employee enrolled.

After May 31, 1978, a period of six (6) months.

7. If an employee fails to enrol in the Plan within thirty-one (31) days after the date he/she becomes eligible to do so, he/she must complete a medical questionnaire for approval by the Plan Administrator.

#### 8. **Limitations**

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

- i) For which the member is not under continuing medical supervision and treatment considered satisfactory by the Board;
- ii) From bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country, or participation in a riot;

- iii) Which occurred during the commission or the attempt to commit an indictable offence under the criminal code for which the person is convicted and incarcerated;
- iv) Experienced during the first (1<sup>st</sup>) year of membership which resulted from injury or illness related to any injury or illness for which medical attention was received during the six (6) months prior to the employee becoming a member of the Plan. This limitation will only apply to employees hired after June 30, 1978, and is applicable to Long-Term Disability benefits only;
- v) Which occurred during the period of cessation of work due to a strike, except that the benefit may be claimed to commence immediately following the end of the strike if the claimant is still qualified in accordance with all of the other terms of the Plan;
- vi) If the claimant has established permanent residence outside of Canada.

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



9. If an employee returned to work during the one hundred and nineteen (119) consecutive calendar days waiting period, he/she will not be required to recommence the waiting period, unless the return to work has been more than ten (10) working days;
10. A Joint Committee representing SEIU-West and 3sHealth shall be established as an Administrative Committee of the Plan;
11. For other than SEIU-West members, SEIU-West shall have the final decision on who may enter and participate in the SEIU-West Disability Income Plan;
12. Annually the Employer shall provide each member of the Disability Income Plan with an Employee Benefit Statement. Such statement shall outline:
  - a) Premiums paid by employee members;
  - b) Member's sick leave credits;
  - c) Coverage under Group Life Insurance, Disability Income Plan, Core Dental and Extended Health & Enhanced Dental Benefits Plan.
13. Pension benefit regarding years of service will continue to accrue during disability as though the employee were still fully employed.
14. Benefits from the Disability Income Plan shall not be reduced if the member receives payments from any insurance company, provided that the total payments do not exceed one hundred per cent (100%) of regular salary.

15. Where an employee is denied Disability Income Plan benefits and an appeal of such claim is denied by 3sHealth, a final adjudication process is afforded in accordance with **Appendix VII**.
16. For the purposes of accessing benefits under the Disability Income Plan and/or to maintain other benefits, the Employer shall endeavour to forward the appropriate application forms to the employee (for Disability Income Plan benefits), upon the expiry of the employee's sick leave credits. Upon receipt of completed forms, the Employer shall ensure that such completed forms are submitted to 3sHealth. For the purposes of this Article, any information regarding the forms not being forwarded to the employee shall only be used to support the employee's appeal to obtain such benefit coverage.

d) **D.I.P. Coverage While on Leave**

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

e) **Pension Credits on D.I.P.**

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

f) **Group Life Coverage on D.I.P.**

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

## **26.02 Group Life Insurance**

- a) The Employer will pay for the first seven thousand dollars (\$7,000.00) coverage under the 3sHealth's

Group Life Insurance policy. For all students, Group Life Insurance coverage shall be two thousand dollars (\$2,000.00), as provided for by the 3sHealth Group Life Insurance Plan.

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

### **26.03 Dental Plan**

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

### **26.04 Extended Health and Enhanced Dental Benefits Plan**

Effective April 1, 2000, the Employer shall provide an Extended Health Plan and Enhanced Dental Benefits Plan. Effective April 1, 2004, the Extended Health Plan and Enhanced Dental Benefits Plan shall be funded by the Employer each year at an annual rate of three point one per cent (3.1%) of straight time payroll. The Plans must be administered within the resources so allocated, subject to the provisions of Letter of Understanding # 1.

### **26.05 Pension Plan**

- a) The Saskatchewan Healthcare Employees Pension Plan (SHEPP), and any successor Plan, shall continue with terms, conditions, and benefits administered by a joint Union-Employer Board of Trustees, and the Employer shall fully participate, pay, deduct, and remit premiums, as the case may be, in accordance with the terms of such Plan.

Except for non-permanent employees (subject to the terms of the Plan) and those employees who have previously waived their participation in the Plan, it shall be mandatory that all employees eligible for membership in the SHEPP or its successor be and are

enrolled and participate in the Pension Plan as a condition of employment from the date they are eligible to join the Plan, except for those employees provided for by Letter of Understanding #4 of this Collective Agreement.

Each participating employee shall receive an annual member's statement from SHEPP.

- b) SEIU-West members currently participating in other Pension Plans than the SHEPP or its successor shall continue their participation in such Plans so long as they remain eligible to participate in that Plan. In such cases, the Employer agrees to also continue participation in such Plans.

#### **26.06 Employee and Family Assistance Program**

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

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

As of March 31, 2007, the Employer agrees to provide a program with counselling services to a maximum of six (6) visits per calendar year at no cost to the employee.

The parties agree that any current practices which exist as a “better than” shall be maintained during the life of this Agreement.

## **ARTICLE 27 – WORKING AFTER RETIREMENT OR BEYOND AGE SIXTY FIVE**

Where an employee is considering working beyond the age of sixty-five (65) or returning to work after commencing retirement, the employee is advised to seek clarification regarding continued benefits and entitlements.

Further to such employee request, the Employer(s) shall provide to the employee any or all relevant information (which may be contact information for the appropriate organization) regarding their continued coverage and/or access to all Collective Agreement benefits or entitlements, including but not limited to WCB, Disability Income Plan, Group Life Insurance, Extended Health and Enhanced Dental Benefits, Core Dental and Pension Plan.

## **ARTICLE 28 – TRAINING AND EDUCATION**

### **28.01 Training Opportunities That Do Not Require Posting**

The Employer will reasonably provide training opportunities to any employee who has indicated a desire in writing to take such opportunities within a department/service, provided this does not adversely affect the operations of a department/service. Such training opportunities shall be provided on a fair and equitable basis.

Applicants for training for promotion shall be selected in order of seniority provided they possess the requisite qualifications and ability to perform the work.

The rate of pay for employees that are training by this means shall be the employee's regular rate of pay.

## **28.02 Assistance for Education**

- a) When the Employer requires an employee to attend a workshop, conference, or educational program, such attendance shall be with pay, exclusive of overtime and premium pay, and all registration or tuition fees and expenses related to the program shall be paid for by the Employer.
- b) If an employee is required by the Employer to attend or participate in the in-service education programs or staff meetings, such shall be regarded as working time under the terms of this Agreement and compensated accordingly for such time. However, no employee shall be penalized for not attending courses which are not required by the Employer.

## **28.03 Education Support**

- a) The Employer(s) shall continue to provide in a suitable location such reference materials as may be required in relation to maintaining up to date knowledge. Such provision may include access to electronic reference materials.
- b) When equipment and/or services and/or best practice guidelines are introduced or changed that have a direct impact and result in a subsequent change in the delivery of services, the Employer shall provide and require employees directly affected to attend in-service education. Such attendance shall be in accordance with Article 28.02 b).
- c) On prior written approval of the Employer, an employee who successfully completes a course participates in a workshop, conference, or educational program, each of which must be related to their job function; such employee shall be reimbursed up to one hundred (100%) per cent of the tuition fees and costs of texts associated with such course, workshop,

conference or educational program. Expenses may be paid by the Employer. Appropriate receipts shall be required.

- d) The Employer shall be fair and equitable in granting time off to obtain continuing education credits.

## **28.04 Recognition of Education**

In addition to salary set forth in the Collective Agreement, employees who qualify shall receive for all paid hours allowance for education as follows:

Medical Radiation	ACR	46 cents/hour
Medical Lab	ART	46 cents/hour
BSc/MSc		31 cents/hour

The allowances for recognition of education are applicable only when the course is applicable to the position held by the employee. Allowances for education shall commence only after successful completion of the probationary period. Allowances for education are not cumulative and an employee shall be paid only for the highest qualification attained.

## **28.05 Mentorship Program**

Mentoring involves a voluntary, mutual beneficial and long-term occupational relationship between Mentors and Mentees.

The parties recognize the benefits that a mentorship program brings to the workforce and the subsequent benefits for the patients/residents/clients we serve.

Where the Employer is considering implementing a mentorship program, the Union shall be provided the opportunity to provide input into the mentorship program development.

Where a mentorship program already exists, the parties shall meet to discuss the program. This Article does not prevent an Employer from continuing to operate an existing program.

Within each established program, each Regional Health Authority Employer shall establish a roster from SEIU-West members and who have expressed an interest in mentoring SEIU-West members. SEIU-West members shall be mentored by SEIU-West members, unless otherwise requested by the mentee.

Orientation session(s) within the established mentorship program shall be held for both mentor and mentee at the beginning of the mentorship. Participation in such sessions shall be considered time worked and paid at the regular rate.

## **ARTICLE 29 – DEFINITIONS**

### **29.01 Temporary Employee**

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

### **29.02 Full-Time Employee**

A full-time employee shall mean an employee who is regularly scheduled to work the normal hours as defined in Article 13.01.

### **29.03 Part-Time Employee**

A part-time employee shall mean an employee who is regularly scheduled to work less than the normal hours as defined in Articles 13.01 and 13.02.

### **29.04 Other Than Full Time (Home Care)**

An employee who does not have guaranteed hours, who works Other Than Full Time hours, and whose workload is not solely assigned on a casual basis.



## **29.05 Casual Employee**

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

## **29.06 Employer**

Employer shall mean an affiliate and/or a Regional Health Authority as identified on page ii) of this Agreement. For the purposes of Article 20 only, the term "Employer" shall include Extencicare (Canada) Inc. whose employees are represented by SEIU-West and are covered under the SEIU-West Extencicare (Canada) Inc. Collective Bargaining Agreement.

## **29.07 Regional Health Authority**

Regional Health Authority shall mean the geographic boundaries of each Health Region as established pursuant to the *Regional Health Services Act* and the Regulations thereto. The parties hereby agree that any affiliates contained within the geographic boundaries of a Regional Health Authority shall be construed as part of the Regional Health Authority and defined as one (1) Employer for the purposes of this Agreement and the most recent Certification Order issued by the Labour Relations Board of the Province of Saskatchewan.

## **29.08 SAHO**

**SAHO: shall mean the Saskatchewan Association of Health Organizations Inc. or successor organization.**

## **29.09 3sHealth**

Health Shared Services Saskatchewan (3sHealth) is an organization which in partnership with the Regional Health Authorities and the Saskatchewan Cancer Agency, develops, implements and administers shared services for the health sector.

## **29.10 SEIU-West and Union**

SEIU-West and Union shall mean Service Employees International Union-West.

## **29.11 Parties**

Parties to this Agreement shall mean SEIU-West (formerly Service Employees International Union (SEIU) Locals 333, 336 and 299) and the Employer(s) represented by Saskatchewan Association of Health Organizations Inc. (SAHO).

## **29.12 Definition of Transfer**

A transfer shall be defined as the movement of an employee from one (1) position to another position within the same Pay Band.

## **29.13 Definition of Demotion**

A demotion shall be defined as the movement of an employee from one (1) classification to another classification rated within a lower Pay Band.

## **29.14 Definition of Promotion**

A promotion shall be defined as the movement of an employee from one (1) classification to another classification rated within a higher Pay Band.

## **29.15 Use of Gender**

This Agreement shall be construed as referring to the masculine or feminine gender or the singular or plural pronoun as the context may require.

## MONETARY TERMS

The new collective agreements negotiated during this round of bargaining shall be for a term of five years; and for a term of one year, with General Wage Increases applied to each step of the pay bands as follows:

April 1, 2017: 0%

April 1, 2018: 0%

April 1, 2019: 1%

April 1, 2020: 2%

April 1, 2021: 2%

Payment of a lump sum of two hundred dollars (\$200.00) for all employees employed as of November 19, 2020 (date of signing the Memorandums of Agreement), regardless of status, shall be made upon withdrawal of the Communication Unfair Labour Practice and ratification of the Memorandums of Agreement A and B.

## RETROACTIVITY

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

**In addition, those employees identified above shall be eligible for the negotiated lump sum payment.** Employees who have moved between employers covered by the Collective Agreement shall apply to their previous employers for that portion of the retroactivity.

Employees who are eligible for retroactive wage adjustment pay shall have such amounts paid in a “non-pay period” week, so as to be paid as an equivalent to a “separate cheque”.

Employees who have retired from any Employer party to this Collective Agreement shall be eligible for retroactive wage increases based on all paid hours up to and including the date of retirement **and the negotiated lump sum payment.**

Any employee who has been laid off subsequent to **April 1, 2017** and is unable to maintain employment and is not on staff as of the date

upon which the parties exchange notice of ratification by their principles on the terms of the Collective Agreement, shall be eligible for retroactive wage increases based on all paid hours up to and including the date of lay-off **and the negotiated lump sum payment.**

The estates of employees who have passed away on or after **April 1, 2017** are eligible for retroactivity **and the negotiated lump sum payment.** The estate of the employee must contact the employer and apply for such retroactivity.

## **MARKET ADJUSTMENT**

Existing Market Supplements and/or Market Adjustments shall be maintained for the current JJE job classifications which are in receipt of a Market Supplement and/or Market Adjustment.

**Market Adjustment rates to remain unchanged when there is movement from one pay band to another.**

### **Market Adjustment Process**

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.”

The existing Hourly Market Adjustment Rate shall be added to the maximum (Step 3) hourly rate of the “base wage” Pay Equity Pay Band Schedule A. Step One and Step Two hourly rates shall be calculated by maintaining the same percentage relationship between Step One and Step Two and between Step Two and Step Three as exists in the “base wage” Pay Equity Pay Band Schedule A.

**Market Adjusted rates are established by adding the hourly Market Adjustment amount and the JJE pay band rates, as set out above. The negotiated Market Adjustment rates are set and shall be unaffected by a JJE classification Pay Band change as a result of a determination within the processes of the Joint Job Evaluation**

**Plan including but not limited to a Provincial Review. Whether a Pay Band increases, decreases, or stays the same, changes to the market adjustment rates can only occur through negotiation and agreement between the Union and Employer.**

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).

JJE Job#	JJE JOB TITLE	Pay Band	Hourly Wage Market Adjustment Amount (Added To Step 3)
300	Combined Laboratory X-Ray <b>Technologist</b> (CLXT)	14	\$3.23
121	<b>Medical</b> Laboratory Assistant	<b>11</b>	\$0.83
70	Medical Laboratory Technologist <b>I</b> (MLT <b>I</b> )	16	\$0.50
25	Medical Radiation Technologist (MRT)	16	\$0.50
404	Combined Laboratory X-Ray <b>Technologist Working Supervisor</b>	16	\$0.50
170	Ophthalmic Assistant	<b>9</b>	\$1.90
195	Polysomnographic Technologist (Sleep Lab)	<b>15</b>	\$4.43
301	Medical Laboratory Technologist & X-ray Technician	<b>17</b>	\$0.50
193	Nuclear Medicine Technologist <b>I</b>	16	\$0.50
<b>458</b>	<b>Senior Combined Laboratory X-Ray Technologist</b>	<b>15</b>	<b>\$1.66</b>

## **Market Supplemented Rates of Pay – April 1, 2017 to March 31, 2022**

Job #1 – Electrician: (MS – effective February 3, 2012)

**Job #8 – 3<sup>rd</sup> Class Power Engineer: (MS – effective July 25, 2014)**

Job #42 – Health Information Management Practitioner: (MS – effective April 15, 2010)

Job #79 – 2<sup>nd</sup> Class Chief Engineer: (MS – effective **August 22, 2014; previous MS – effective June 11, 2012 and November 10, 2009**)

Job #89 – Cardiovascular Technologist: (**MS – effective** February 25, 2009)

Job #101 – **Clinical Genetics** Technologist I: (MS – effective December 21, 2007)

Job #122 – Health Information Management Practitioner & Office Assistant: (MS – effective April 15, 2010)

Job #216 – Cardiovascular Technologist Supervisor: (MS – effective February 25, 2009)

Job #224 – Cardiology & Electroneurophysiology Technologist: (MS – effective September 12, 2011)

Job #260 – Electroneurophysiology Technologist Working Supervisor – **Dual Certification**: (MS – effective September 12, 2011)

Job #304 – Electroneurophysiology Technologist: (MS – effective September 12, 2011)

Job #305 – Electroneurophysiology Technologist & Clinical Instructor – **Dual Certification**: (MS – effective September 12, 2011)

Job #487 – Electroneurophysiology Technologist – Single Certification: (MS – **effective September 15, 2013**)

Job #488 – Electroneurophysiology Technologist & Clinical Instructor – Single **Certification**: (MS – **effective October 13, 2013**)

# Pro-Forma Call-In Work Availability Form

NAME:	HOME DEPARTMENT:
HOME PHONE:	POSITION(S) HELD:

I am available for additional work based on the following:

	Days		Statutory Holidays		Same Day Call-In		12 Hour Shifts
	Evenings		Weekends		Number of Shifts in a Row		8 Hour Shifts
	Nights						Less than 8 Hour Shifts

**For The Purpose of Informing The Scheduler of The Hours of Notice Required, ONLY:**

	Less than 30 Minutes		30 to 60 Minutes		More than 1 Hour		Number of Hours
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**For The Purpose of Informing The Scheduler of The Hours of Rest Required, ONLY:**

	<b>Eight (8) Hours</b>		<b>Eleven and one-half (11 ½) Hours</b>
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I am not available for additional work according to the following details:

Are you working part-time or relief shifts in another department/facility/agency?

- Yes       No

If yes, where? \_\_\_\_\_

Any staff member who works in other departments should provide schedules or hours of work to all applicable departments to ensure Article 13.01 is adhered to.

Waiver of weekend premium (Article **13.17** and Article 13.02 2)vi) v) Home Care)

Yes       No

Are you currently on education L.O.A. status?

Yes       No

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

cc:      Personnel File  
            Immediate Supervisor

DRAFT



## **SCHEDULE "E"**

All Medical Technology students who become student employees at the commencement of or during the clinical part of their training program at a Regional Health Authority facility shall be paid on the following basis:

Three weeks orientation (August)	Minimum Wage
Four weeks orientation (January)	Minimum Wage
Return to hospital to 12th month	53% of start for Registered Technologist
13 to 18 months	63% of start for Registered Technologist
19 to 26 months	73% of start for Registered Technologist

**IT IS AGREED BETWEEN THE UNION AND THE EMPLOYER THAT THE FOLLOWING CONDITIONS SHALL APPLY TO STUDENT EMPLOYEE(S):**

1. That the Union will not interfere with the terms and conditions surrounding the teaching program per se, as it is recognized that this program must be acceptable to the accreditation body.
2. That the terms of the Collective Agreement will apply to the student employee(s) except in cases where those terms are not compatible with the educational program.
3. Any student employee who opts out of the teaching program and applies for a position within the Regional Health Authority, or who completes their educational program and is rehired by the Regional Health Authority shall be covered under the provisions of Article 20.

## **SCHEDULE "F"**

### Unregistered Technologist

Unregistered Technologist employees who have completed their formal education and are required to have work experience in order to be eligible for registration shall be paid at ninety **percent** (90%) of the respective classification hourly salary rates. The classification hourly salary rates shall be as set out in Wage Schedule A of the Collective Agreement, or as set out in Schedule B – Market Adjusted Rates of Pay, or as set out in Schedule C – Market Supplemented Rates of Pay, or as set out in any applicable Market Supplement Adjusted Pay Rate schedules, whichever is greater. Increments will be granted on the basis of ninety **percent** (90%) of the respective classification salary steps.

Upon successfully completing their registration, technologist employees shall be adjusted to one hundred percent (100%) of their current classification salary step and shall receive retroactive pay at one hundred percent (100%) at the appropriate salary steps retroactive to date of hire or the date of successfully completing their registration, whichever is more recent.

### **POLICY RE:D.I.P.**

#### Employee Status During and After D.I.P./L.T.D.

When an employee is disabled and receiving D.I.P. benefits there are certain things the Employer can and should do, and certain things the employee can and should do. During the first two (2) years and one hundred and nineteen (119) consecutive calendar days of a claim the employee's position shall not be filled on a permanent basis.

1. Following the two (2) years and one hundred and nineteen (119) consecutive calendar day period if the employee is deemed to be unable to do his/her own job but is able to return to work the following procedure will be undertaken:
  - a) The Employer, employee and the Union will review qualifications and capabilities including particular

limitations and/or restrictions in accordance with Article 4.05 Duty to Accommodate and Return to Work.

- b) Where no job is immediately available, the employee is to be granted a L.O.A. and the employee shall be eligible to bid for any future vacancy which occurs for which the employee is qualified and capable.
- c) The position vacated by the employee will be posted and filled on a permanent basis.

The employee shall have access to the provisions of the Retirement Pension and Group Life Plans subject to the terms of the respective plans.

- 2. Where an employee, after completing two (2) years and one hundred and nineteen (119) consecutive calendar days of L.T.D. remains unable to perform in any occupation, the position formerly occupied will be posted and filled on a permanent basis; the employee will remain on Long-Term benefits.

Should an employee subsequently be deemed able to perform the work in their former occupation or any occupation, and therefore, L.T.D. benefits cease, the employee will be considered under a similar procedure as under 1. above.

## **POLICY RE:           WORKERS' COMPENSATION BOARD**

### **Employee Status During and After W.C.B. Claims**

When employee's W.C.B. benefits are discontinued and the employee is unable to return to their own job the first (1<sup>st</sup>) consideration will be a review of the file to determine whether application should be made for D.I.P. benefits. If the procedure is not deemed appropriate or if the D.I.P. claim is rejected the following procedure should be undertaken:

1.       The Employer, employee, and the Union will review the employee's qualifications and capabilities including particular limitations and/or restrictions in accordance with Article 4.05 Duty to Accommodate and Return to Work.
2.       Where no job is immediately available the employee will be granted a L.O.A. and the employee shall be eligible to bid for any future vacancy which occurs for which the employee is qualified and capable.
3.       The position vacated by the employee will be posted and filled on a permanent basis.

The employee shall have access to the provisions of the Retirement Pension and Group Life Plans subject to the terms of the respective Plans.

During an established W.C.B. claim the employee will be required to contact the Employer at least every six (6) months in order to enable the Employer to update the status of the claim as well as discussing items of mutual concern.

**LETTER OF UNDERSTANDING**

**#1 RE: EXTENDED HEALTH AND ENHANCED  
DENTAL BENEFITS PLAN**

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

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

The Employer assures that the current level of benefits provided pursuant to the Extended Health and Enhanced Dental Benefit Plan as of April 1, 2017 will continue at no cost to the employee, until March 31, 2022.

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.

**In the event the funding provided by the Employer is insufficient to sustain the current level of benefits for the term of this collective agreement, the parties shall meet to determine how these incremental cost increases are funded.**

**The funding commitment shall remain until March 31, 2022 unless negotiated otherwise by the parties.**

**Funding policies developed by the Joint Trusteeship Steering Committee shall ensure Extended Health and Enhanced Dental**

**Benefits equivalencies for all health care unions that are signatory to the jointly trusted benefit plan.**

**LETTER OF UNDERSTANDING**

**#2 RE: CONTINUING CARE ASSISTANT**

Effective October 3, 2003, all employees who were placed in Provincial Job #22 the Special Care Aide/Home Health Aide job classification and who were not graduates of either the SIAST Special Care Aide Program or the SIAST Home Health Aide Program or an equivalent as of October 3, 2003, were deemed to possess these qualifications. Such employees shall continue to be deemed qualified until their employment is terminated from within the Health Care Provider Units in the Province of Saskatchewan.

Should it be necessary to hire a Continuing Care Assistant who is not a graduate of the current **Saskatchewan Polytechnic** Continuing Care Assistant Program/formerly SIAST Special Care Aide/Home Health Aide Program or equivalent, the Employer will give preference to bargaining unit members. Such employees will be required to become qualified within two (2) years at his/her own expense. The Employer shall advise all employees in writing of such requirement, and shall forward a copy of such notification to SEIU-West. An employee will need to demonstrate an on-going participation in the program or process, at a minimum of every (6) months. Where such employee has actively pursued these educational requirements and has failed to complete same within the two (2) year period, the parties agree that the employee shall be afforded the opportunity to apply for an extension based upon their extenuating circumstances. Should an employee fail to become qualified within the two (2) year period and an extension is either not granted or applied for, the parties agree that such employee shall be removed from the Continuing Care Assistant classification and be allowed access to hours of work in an alternate non-nursing department and/or classification in accordance with Article 11.10 c) iii).

## **LETTER OF UNDERSTANDING**

### **#3 RE: HOME CARE HOURS OF WORK**

Either the Union or the Employer may initiate a review of Home Care Hours of Work as per Article 13.02, once during each three (3) year period commencing October 1, 2009. The following shall guide the process:

- Determine client hours for the preceding twelve (12) months.
- Review how the client hours are distributed in respect to time and location.
- Inventory current permanent positions and their guaranteed hours of work.
- Determine the amount of work available to be permanently allocated within the Regional Health Authority Home Care Agency.
- Determine appropriate geographic assignment considering services and resources and the commitment to consolidate work and create more full-time jobs.

The Employer shall, in consultation with the Union, based on the above review:

- Review and/or establish geographic locales and/or bases.
- Convert hours of work as determined above into permanent position(s).
- Make positions as large as possible.
- Wherever possible, consolidate work into shifts of eight (8) consecutive hours.
- In order to create full-time positions, the parties may agree to split shifts.

Additional guaranteed hours and new permanent positions created pursuant to this Letter of Understanding shall be filled giving preference to each Home Care employee within their geographic locale(s) on the basis of seniority.

Once a permanent position has been filled pursuant to this Letter of Understanding, subsequent vacancies shall be posted in accordance with Article 11.

**LETTER OF UNDERSTANDING**

**#4 RE: GRANDFATHERING EMPLOYEES WHO OPTED OUT OF PENSION PLAN**

Upon retirement, an employee who has opted out of participating in the Pension Plan when it was introduced:

1. Shall be entitled to the same vacation pay which the employee would have earned had the employee continued employment to the end of the vacation year; and
2. Provided the employee has an accumulation of sick leave credits, shall be eligible for a salary grant in lieu thereof equal to one-sixth (1/6<sup>th</sup>) of the credit after ten (10) years of service, one-third (1/3<sup>rd</sup>) of the accumulated credit after fifteen (15) years of service and one-half (1/2) of the accumulated credit after twenty (20) years of service.

**LETTER OF UNDERSTANDING**

**#5 RE: NORTHERN LIVING ALLOWANCE**

In addition to other pay and allowance provided for in this Agreement, employees shall receive a bi-weekly northern living allowance as follows:

	<u>Effective October 1, 2002</u>
Uranium City	\$263.50
La Loche	\$106.00
Ile a la Crosse, Pinehouse	\$106.00
Sandy Bay	
Buffalo Narrows	\$96.00
Cumberland House	\$86.00
Beauval	\$59.00
Creighton, Green Lake	\$48.00
La Ronge	\$40.00

Increase in Northern Allowance



In addition to the above living allowance, employees shall receive any increase in the bi-weekly northern living allowance in accordance with the SGEU and PSC rates.

### Special Northern Leave

Upon completion of one (1) year of service all employees shall be entitled to an extra one (1) week vacation period (with pay) in addition to their regular vacation entitlement. This special northern leave shall be earned during the current vacation year to be taken the following vacation year, subject to the approval of the Employer to defer the special northern leave over to the next vacation year. The parties agree that the special northern leave will be pro-rated based upon the percentage of hours worked within the preceding vacation year.

An employee having completed one (1) year of service and who resigns, retires, or is terminated within one (1) year following completion of the said year and who has not taken any earned special northern leave shall be paid in lieu thereof.

### **LETTER OF UNDERSTANDING**

#### **#6 RE: RETROACTIVE PAYMENTS FOR RETIRED EMPLOYEES**

Employees who have retired from any Employer party to SAHO/SEIU-West Collective Agreement on or after April 1, **2017**, shall be eligible for retroactive General Wage Increases based on all paid hours up to and including the date of retirement.

### **LETTER OF UNDERSTANDING**

#### **#7 RE: MAINTENANCE OF REGIONAL RECLASSIFICATION COMMITTEES**

It is hereby agreed that, within one hundred and twenty (120) days of ratification, each Region shall through a joint Union-Management Committee endeavour to deal with outstanding classification adjustment issues as required. It is understood that such issues

originated prior to the May 30, 2004 roll out of Joint Job Evaluation results.

Except where otherwise agreed between the Union and the Employer, an employee whose salary is upgraded as a result of negotiations shall be advanced to that step in the scale which is commensurate with the seniority hours in the job classification. There shall be no change in the employee's anniversary date or increment date.

Where no agreement can be reached by the Joint Committee on any outstanding reclassification, the dispute shall be referred to arbitration pursuant to the Collective Agreement. The parties may mutually agree to an alternate classification adjudication process.

## **LETTER OF UNDERSTANDING**

### **#8 RE: CONTRACTING OUT**

1. The Employer will not be restricted by this understanding from continuing its historical employment practices including but not limited to contracting out of work of the bargaining unit.
2. When contracting out of bargaining unit work is being contemplated, the Employer will advise the union as soon as reasonably practicable, but in any event shall not be less than four (4) months prior to a decision being made by the employer. The Employer will advise of the department/facility/agency or services that may be affected. At the request of either party the parties will meet to discuss the contemplated contracting out situation.
3. When contracting out of bargaining unit work is required, and bargaining unit work is to be abolished, the Employer will provide notice to the union as soon as possible after the decision to contract out has been made, but in any event, shall give no less than four (4) months notice to the union.
4. If the Employer contracts out work of the bargaining unit and full-time or part-time position(s) are to be abolished;

- a) Article 12 will apply to those affected employees with less than three (3) years seniority; and
- b) Employees with three (3) or more years of seniority, who are affected by the abolishment of bargaining unit work, shall have access, in order of seniority, to one (1) of the following options:
  - i. Where the employee's existing job remains, the employee may choose to maintain their job.
  - ii. The employee may choose to voluntarily terminate employment with the Employer and access an enhanced severance package. This enhanced severance package would include the normal severance calculation, in addition to a separation allowance of five hundred dollars (\$500) per year of seniority (1948.8 hours) up to a maximum of six thousand dollars (\$6000).
  - iii. The employee may choose to be redeployed into vacancies, including hard to recruit positions, with mutual agreement between the Union and the Employer. If redeployment efforts are not successful then the employee may choose from options ii, iv, v, vi within this LOU or lay-off options as per Article 12.

Employees who are redeployed may be placed into the same classification from which they were laid off or into a classification for which they have the necessary qualifications, including equivalencies, required to fill the position and ability to perform the work. Employees placed into such positions are subject to a trial period as per Article 12.10. Failure of the trial period will make the employee eligible for further redeployment or an enhanced severance package.
  - iv. The employee may choose to access unpaid leave in order to complete a training/educational program to obtain a qualification required for a classification within the Regional Health Authority. The Employer will

reimburse the employee for actual expenses related to tuition, enrollment fees, books and supplies needed for the training/educational program to a maximum of eight thousand five hundred dollars (\$8500) (inclusive of any amount received through the Career Adjustment Assistance Program). This unpaid leave would be for a maximum of three (3) years. Extensions may be granted as mutually agreed between the parties. After completing the training/education program the employee shall be placed on a re-employment list for a period of thirty-six (36) months, retain seniority and be eligible to apply for vacant positions. It is the employee's obligation to apply for positions of interest. The employee shall not be entitled to select severance after exercising this option and having received any reimbursement. Employees who select this option are entitled to work for the Regional Health Authority;

- v. Upon abolishment of their full-time or part-time position, an employee may choose to work as a casual employee in a job classification as per the terms of Article 11.10.
- vi. Employees who do not select one of the preceding options shall be placed on an unpaid leave for up to three (3) years and shall be entitled to apply for any vacancy in accordance with Article 11.05 for which they have the necessary qualifications required to fill the position and ability to perform the work. Where an employee is awarded and accepts a position for which they have applied and successfully pass the trial period, the employee shall no longer be eligible for an enhanced severance package as per 4(b)(ii) above.

After the unpaid leave expires and the employee has not been successful in obtaining a position, or has declined to accept a vacancy for which he/she would otherwise be successful, the employee shall be considered terminated and shall be paid an enhanced severance

package as per 4(b)(ii) above. The time spent on unpaid administrative leave shall not be used in the calculation of the enhanced severance package.

5. If casual hours are to be abolished as per 3 above such affected casual employee may choose to work as a casual employee in a job classification as per the terms of Article 11.10.
6. In conjunction with the above options, any affected employee may access the Career Adjustment Assistance Program as provided by the Government of Saskatchewan, in accordance with the terms of that plan.
7. This Letter of Understanding shall remain in effect from the date of signing and shall continue from year to year thereafter except where the parties have mutually agreed to amend or revise.

## **LETTER OF UNDERSTANDING**

### **#9 RE: SHARING OF THE EMPLOYMENT INSURANCE REBATE**

It is hereby understood and agreed that effective January 1, 1999, the employee share of the Employment Insurance (EI) Rebate on behalf of all employees within the scope of this Collective Agreement is allocated in support of the provision of Article 15.05 (Family Illness Leave) of the Collective Agreement.

It is further understood and agreed that effective January 1, 1999, all previous arrangements representing utilization of the employee share of the EI Rebate are terminated and cease to have effect.

**LETTER OF UNDERSTANDING**

**#10 RE: CONSOLIDATION OF LOCAL LETTERS OF UNDERSTANDING**

It is hereby agreed that within the life of this Collective Agreement the parties will, on a Regional basis, meet to review and consolidate all Local or Regional Letters of Understanding.

The same process shall be applied to affiliates as and where they exist.

Pending final determination, all Local or Regional Letters of Understanding are continued and remain in effect unless the parties during negotiations have provided otherwise.

**LETTER OF UNDERSTANDING**

**#11 RE: ORGANIZATIONAL CHANGE AND/OR REORGANIZATION OF WORK**

1. The parties agree that where there is pending organizational change and/or the reorganization of work, the Employer shall engage in meaningful consultation with the Union in advance of the decision-making stage. The reorganization of work shall include but not be limited to the merger, transfer, consolidation of work from one (1) or more locations or the creation of multi-site positions.

If, subject to the above meaningful consultation, planning committees or working groups are established:

- a) A reasonable number of employee representatives shall be selected by the Union to be on any such committees or groups;
- b) Relevant information shall be forwarded to the Union representatives on any such committees or groups;
- c) Participation on such committees or groups shall be paid at regular rates.

2. If as a result of pending organizational change or reorganization of existing work, the parties agree to build more meaningful permanent shifts, the parties will, through meaningful consultation, seek to augment the working hours of permanent part-time employees. The parties may, by mutual agreement, determine a ratio within which no posting of the augmented hours/position(s) or lay-off will be required.
3. In the event of the creation of the multi-site positions, employee(s) shall have the right to retain a facility-based position within their classification, in order of seniority, to the extent that such positions are available. If the creation of a multi-site position requires an employee to change their home site to outside of the community of the current facility-based position, the options under Article 12 shall be afforded to the affected employee.
4. In the event of a merger, transfer, and/or consolidation of work, the Employer shall merge seniority lists of all affected employees and such employees shall have the right to retain a position within their classification, in order of seniority, to the extent that such positions are available. Alternatively, Article 12 shall apply, unless negotiated otherwise by the parties.

## **LETTER OF UNDERSTANDING**

### **#12 RE: UTILIZATION OF LICENSED PRACTICAL NURSES**

It is hereby agreed between the parties that during the life of this Collective Agreement the Employer will endeavour to review with the Union the scope and practice of Licensed Practical Nurses with a view to implementing within each Region full skills utilization of Licensed Practical Nurses.

**LETTER OF UNDERSTANDING**

**#13 RE: LICENSED PRACTICAL NURSES**

The Saskatoon Health Region, Heartland Health Region, Five Hills Health Region, and the Cypress Health Region are committed to enabling Licensed Practical Nurses to perform the full scope of their duties based on the model of care being provided.

The Health Regions shall have in place nursing policies and procedures which are consistent with the professional associations standards of practice and legislation that applies to Licensed Practical Nurses.

SAHO and the Health Regions designated above endorse and support the optimal utilization of Licensed Practical Nurses' professional skills.

**LETTER OF UNDERSTANDING**

**#14 RE: OTFT (HOME CARE) EMPLOYEES**

OTFT (Home Care) employees are to be considered as permanent part-time employees for the purpose of determining benefit eligibility only. Otherwise, Article 29.04 applies.

**LETTER OF UNDERSTANDING**

**#15 RE: FLEX TIME/FIELD POSITIONS**

**FLEX TIME**

Where current flex time arrangements are in effect they shall be maintained. These arrangements may be terminated by either party providing thirty (30) days written notice to terminate the flex time arrangement. The parties shall then meet to discuss alternate hours of work.

**FIELD POSITIONS**

During the life of this Agreement, the Employer and the Union will review the current use of field hours as previously designated by former Collective Bargaining Agreements or terms and conditions of employment. The purpose of the review will be to determine which current employees/positions having hours of work arrangement designated as field hours will continue with such designation.



Positions created after the coming into force of the Collective Bargaining Agreement will only be designated as field positions through mutual agreement between the Employer and the Union.

## **LETTER OF UNDERSTANDING**

**#16 RE: TERMS & CONDITIONS OF EMPLOYEES  
PREVIOUSLY COVERED BY CUPE 59/SDH CA**

### **HOURS OF WORK**

Full-time employees working one thousand nine hundred and seven (1907) hours annually shall be moved to the one thousand nine hundred and forty-eight point eight (1948.8) hours annually, as per Article 13.01, Standard Application, effective December 5, 1999. Part-time employees who work less than one thousand nine hundred and seven (1907) hours annually may be moved to the hours of work as defined in Article 13.01 (Standard Application) based upon mutual agreement between the parties.

It is expressly agreed that all employees shall be paid hourly rates in accordance with the appropriate schedule for all hours of work agreed to as above.

### **SEASONAL EMPLOYEES**

Prior to April 1, 2000, the parties will meet to review the terms of employment of Seasonal Workers formerly under the CUPE 59 Collective Agreement. Pending such review current provisions with respect to the retention of seniority and vacation payout shall remain in effect.

## **LETTER OF UNDERSTANDING**

**#17 RE: ACCUMULATION OF SENIORITY WHILE ON  
UNPAID SICK LEAVE**

It is hereby understood and agreed that employees enrolled in the General Disability Income Plan who have exhausted sick leave benefits within the first one hundred and nineteen (119) calendar days of the

period of disability, shall be credited with seniority during that period. This period shall be referred to as an unpaid sick leave. Full-time employees shall be credited with seniority based on full-time hours of work and Other Than Full Time employees shall be credited with seniority based on the formula set out in Article 9.02.

**LETTER OF UNDERSTANDING**

**#18 RE: INDEPENDENT ASSESSMENT COMMITTEES**

It is agreed and understood that the decisions, resolutions, and/or recommendations of Independent Assessment Committees shall not have any binding effect upon SEIU-West or any SEIU-West member within the scope of this Collective Agreement.

**LETTER OF UNDERSTANDING**

**#19 RE: GENERAL DISABILITY INCOME PLAN**

All employees who are enrolled in the General Disability Income Plan, as of January 13, 2002, shall remain in that Plan and continue premium payments as required by that Plan, except where otherwise agreed upon between the Employer, SAHO and the Union.

Where an employee, who is an SEIU-West member and is enrolled in the General Disability Plan, does not have sufficient sick leave credits to continue normal earnings during the period of time from the commencement of time absent from work by virtue of being sick or disabled or because of an accident not covered by Workers' Compensation to the receipt of payment of Employment Insurance benefits, such employee(s) shall be able to elect to use vacation, Statutory Holiday, earned days off and/or earned time off (time in lieu) which have not yet been scheduled for the purpose of continuing normal earnings.

## **LETTER OF UNDERSTANDING**

### **#20 RE: IMPLEMENTATION OF JOINT JOB EVALUATION AND POLICY FRAMEWORK PAY EQUITY**

1. It is hereby understood and agreed that SAHO and SEIU shall, within sixty (60) days of ratification of this Collective Agreement, commence work on a gender-neutral Joint Job Evaluation Program which will include all jobs within the scope of SEIU. A more specialized framework agreement for the program will be developed within the above-noted sixty (60) day window. However, that agreement will be consistent with the following parameters:
2. The SAHO SEIU Job Evaluation Program will not be tied to the participation of any other Union. The program may operate in conjunction with programs involving other Unions or the parties, by mutual agreement, may allow other Unions to participate.
3. The parties agree to create a Joint Job Evaluation Steering Committee (JJESC) which shall be comprised of an equal number of SEIU and SAHO Representatives, and which shall operate by consensus. The JJESC will be responsible for establishing a framework agreement for the program inclusive of Terms of Reference, Methodology, a job evaluation plan and maintenance protocol. The JJESC will also be responsible for overseeing the evaluation and reporting the results of same.
4. The JJESC will require full and timely co-operation from SAHO, Employers represented by SAHO and SEIU. Release time will be required for various worker and Employer representatives so as to do the work required by the program. All costs of such release time shall be charged back to the Job Evaluation Program. Such costs must be approved by the JJESC and then forwarded to SAHO for payment.
5. Every effort shall be made to complete the work of the JJESC no later than June 30, 2001.

6. Following completion of Plan development and the evaluation and allocation of the jobs, the parties will meet to negotiate the creation of a wage structure and once the implementation costs are determined, the parties shall further negotiate the amount of adjustments and how those adjustments will be phased in over time and distributed to employees. The program as determined by the JJESC shall, in all respects, comply with the Province of Saskatchewan's Policy Framework for Pay Equity, as amended for health-care. The job evaluation plan shall be implemented. A minimum of one (1%) per cent of SEIU straight time payroll per fiscal year, effective April 1, 2001, shall be provided to fund such implementation, and there shall be a minimum of eight point six (8.6%) per cent of current SEIU straight time payroll (thirteen point zero seven two (\$13.072) million dollars) provided to fund the implementation of adjustments.
7. Where any dispute regarding administration, application or implementation of the Provider Group Joint Job Evaluation Project occurs, which cannot be resolved by the parties, it is hereby agreed that the parties shall seek the advice of an agreed to, neutral, objective and knowledgeable mediator to encourage and promote a consensual resolution to the dispute. Failing consensus, and following the mediation stage, the parties shall refer unresolved disputes to a Dispute Resolution Tribunal (DRT) comprised of one (1) Union appointed representative, one (1) Employer appointed representative and a Dispute Resolution Chair agreed to by the parties. The jurisdiction of the DRT shall be limited to the matter in dispute, as referred by the parties. The decision of the DRT shall be final and binding upon the parties. The parties further agree that the DRT protocol shall be timely, cost effective and promote consensus.

## **LETTER OF UNDERSTANDING**

### **#21 RE: IMPLEMENTATION OF JOB EVALUATION PROGRAM**

It is agreed between SEIU and SAHO that they will enter into negotiations with CUPE and SGEU to develop a joint Letter of Understanding regarding the implementation of the Job Evaluation

Program. The Letter of Understanding shall contain, but not be limited to, the maintenance procedure for the classification of new jobs and reclassification of existing jobs; classification structure; and pay grids.

**LETTER OF UNDERSTANDING**

**#22 RE: IMPLEMENTATION ISSUES – PROVIDER  
GROUP JOINT JOB EVALUATION**

The Parties agree to follow the provisions of the Multi-Party Letter of Understanding regarding implementation of the Provider Group Joint Job Evaluation as set out below:

**Letter of Understanding  
Between  
Saskatchewan Association of Health Organizations (SAHO)  
And  
Service Employees International Union West (SEIU-West)  
Canadian Union of Public Employees (CUPE)  
And  
Saskatchewan Government and General Employees' Union  
(SGEU)**

**RE: Implementation Issues – Provider Group Joint Job Evaluation**

The Parties agree to the principles of Equal Pay for Work of Equal Value, and will not knowingly undermine the Joint Job Evaluation Program.

- a. The Parties agree that implementation of the results of the Provider Group Joint Job Evaluation Plan, was based upon both the October 3, 2003 Memorandum of Agreement and the Implementation Agreement dated April 5, 2004. The Parties agree that such Agreements shall remain in place.
- b. The Parties agree that all equivalencies established as of October 3, 2003 where an employee was grandfathered with the qualifications equivalent to the classification in which they were placed, shall be continued. It is further agreed that where all such equivalencies are transferable they shall be transferable within all Provincial Job Descriptions for all Provider Group

Unions. Such grandfathering shall continue until the employee terminates from all employer(s).

The Parties recognize that the qualifications on the Provincial Job Descriptions were established for rating purposes and reflect the required educational training but should not be used to discriminate against current employees who have previously performed the work and/or have the seniority and ability sufficient to perform the work. For the purposes of implementing this paragraph the following principles shall be used for the establishment of qualification equivalencies:

- i. Where certification and/or licensing can be obtained through gaining necessary experience, the attainment of the certification and/or license shall be deemed to be the equivalent of successful completion of education, e.g. power engineer can be certified and licensed by completing the required amount of “firing time” and successfully passing the government examinations.
- ii. Where past practice demonstrates that an individual with sufficient directly related previous experience can satisfactorily perform the job, then this directly related experience hours/years in the ratio of 2 to 1 for hours/years of education shall be deemed to be equivalent. The directly related experience has to be within a specified period of time e.g. 2 years directly related experience would equal 1 year of education within the last five years preceding the application for the job.
- iii. Where the job has specific qualification requirements and an individual has held the job through having the requisite qualification(s) or the equivalent qualification(s) after October 3, 2003, the individual shall be deemed to have the qualification(s) and the qualification(s) may be transferable with the individual to other jobs that have the same qualification(s).

- iv. Should the qualification(s) change on the Provincial Job Description, the employee will be deemed to have the equivalent qualification(s) and the qualification(s) may be transferable with the individual to other jobs that have the same qualification(s).
- v. Where an individual without the qualification(s) or the equivalent experience is hired into, or awarded a position, he/she shall be expected to perform the majority of duties within the time period for on-the-job training as specified within the Rating Rationale documentation. As a condition of maintaining employment in this position and classification, the individual will need to demonstrate they have embarked on/enrolled in a program or process that will result in he/she obtaining the qualifications in the specified period of time. As well, the individual will need to demonstrate an ongoing participation in the program or process, at a minimum of every 6 months. Should the individual not meet the condition above, he/she shall revert to casual status in a classification that the individual is qualified for and as negotiated by the parties (SEIU-West, SGEU) or re-employment list (CUPE) (this shall not be considered a lay-off) as negotiated by the parties.

c. **EMS Positions**

- i. An employee working as an EMT in a blended position shall be paid at the appropriate rate and step of the HSAS Collective Agreement for the EMT portion of the position, except where otherwise negotiated by the Parties.
- ii. In cases where an employee's non EMS portion of the position has a rate of pay higher than the EMS portion the employee shall not suffer any reduction in pay when performing EMS duties (e.g. LPN/EMR; LPN/EMT; LPN/EMTA).

d. **Outstanding Bundling Issues**

If the Union and the Employer cannot agree on outstanding bundling issues during negotiations over same, the matter shall be referred to the adjudication process as set out in the Letter of Understanding RE: JOINT JOB EVALUATION DISPUTE MECHANISM FOR OUTSTANDING BUNDLING ISSUES.

e. **Retroactive Pay - Outstanding Bundling Issues, Positions in Dispute and “300” Series Classifications**

Employees that are on the outstanding bundling issues list, in positions in dispute or “300” series classifications, that flowed from the original reconsideration process, shall receive retroactive pay as per Letter of Understanding RE: JOINT JOB EVALUATION DISPUTE MECHANISM FOR OUTSTANDING BUNDLING ISSUES.

All current employees in the “300” series classifications shall be governed by the Letter of Understanding RE: 300 SERIES CLASSIFICATIONS.



**LETTER OF UNDERSTANDING**

**#23 RE: IMPLEMENTATION OF THE JOINT JOB  
EVALUATION RECONSIDERATION PROCESS  
AND MAINTENANCE PLAN**

The Parties agree to follow the provisions of the Multi-Party Letter of Understanding regarding implementation of the Joint Job Evaluation Reconsideration Process and Maintenance Plan as set out below:

**Letter of Understanding  
Between  
Saskatchewan Association of Health Organizations (SAHO)  
And  
Service Employees International Union (SEIU)  
Canadian Union of Public Employees (CUPE)  
And  
Saskatchewan Government and General Employees' Union  
(SGEU)**

**RE: Implementation of the Joint Job Evaluation Reconsideration  
Process and Maintenance Plan**

It is understood that the Provider Group Joint Job Evaluation Program (including both the Reconsideration process and Maintenance Plan) will not be tied to the participation of any other Union. The Program may operate in conjunction with programs involving other Unions or the parties, by mutual agreement, may allow other Unions to participate.

Further to VIII Information to the Parties of the Maintenance Agreement, a Committee of the Parties will be established to whom the Maintenance Committee will report and will require full and timely co-operation from SAHO, Employers and the Provider Group Unions. The Establishment of the Committee of the Parties in no way lessens the role and authority that is already established in the Maintenance Plan for the Maintenance Committee. The Committee of the Parties will deal with the recommendations of the Maintenance Committee, as per the Maintenance Agreement and other matters that are not covered and may arise.

Further, it is understood that upon resolution of all of the outstanding “bundling” and “disputed” items, that the original Reconsideration Process of the Joint Job Evaluation Program is completed.

**LETTER OF UNDERSTANDING**

**#24 RE: REVIEW OF TECHNOLOGIST/TECHNICIAN CLASSIFICATIONS**

The Parties agree to follow the provisions of the Multi-Party Letter of Understanding regarding the Review of Technologist/Technician Classifications as set out below:

**Letter of Understanding  
Between  
Saskatchewan Association of Health Organizations (SAHO)  
And  
Service Employees International Union (SEIU)  
Canadian Union of Public Employees (CUPE)  
And  
Saskatchewan Government and General Employees’ Union  
(SGEU)  
RE: Review of Technologist/Technician Classifications**

The parties recognize that there were problems in the rating of the technological and technical classifications as a group. To resolve the outstanding issues, the parties agree to place the matter in the hands of the Reconsideration Committee.

To ensure that the job content of the technologist/technician jobs is fully accounted for within the evaluation system, the Reconsideration Committee will conduct a thorough review of all the technologist/technician classifications listed in the attached revised Appendix A.

The review will include:

- a) An orientation to technologist/technician classifications for members of the Reconsideration Committee; and

- b) Interviewing incumbents and their supervisors and visiting job sites where such observation would increase the understanding of these jobs by the raters; and
- c) Modifying notes to raters to reflect the interpretation of the level definitions to include the job content of technologist/technician classifications.

Market Supplements currently being paid in any classification shall remain in force and effect according to their terms under a Collective Bargaining Agreement or Letter of Understanding relating to Market Supplements, except as they may be affected by JJE adjustments. Current and newly-hired employees shall maintain existing current hourly rates of pay plus the Market Adjustment or Market Supplement.

In addition, all current and newly-hired employees employed in classifications listed in the attached list shall, pending the outcome of the reconsideration process, continue to be paid salaries in accordance with the schedules set out in the current Collective Bargaining Agreement where the maximum hourly rate of the current salary grid for the classification is greater than the new salary/pay band resulting from the implementation of JJE results.

This Letter of Understanding will no longer be in force and effect once the outstanding issues regarding technologist/technician classifications are adjudicated.

**Appendix “A”**

Job Classification	JJE Job #
Cardiac Sonography/Cardio Tech W/S	261
Cardio/Neuro Services Team Sup	223
Cardio/Sonographer W/S	255
Cardiology Tech	72
Cardiology/Neurology Tech	224
Cardiology/Tech Wk Supervisor	154
Cardiovascular Tech	89
Certified Laboratory & X-ray Tech I	6
Certified Laboratory & X-ray Tech II	71
Clinical Engineering Technologist	30
Clinical Eng Working Sup	74

Cyto Tech II	220
Cytogenetics Tech	101
Cytology Instructor	229
Cytology Technologist III	215
Cytotechnologist I	218
Diag Med Sonographer	105
Diagnostic Cardio Sonographer	255
Diagnostic Med Sono W/S	247
Diagnostic Med Sono/Instructor	158
Hardware Systems Tech	275
Informatics Coordinator	206
Information System Team Leader	58
Information Systems Tech	57
Information Tech Administrator	31
Information Technology Analyst I	12
Information Technology Analyst II	109
Interventional Services Team Leader	216
Magnetic Res Imaging Tech W/S	198
Magnetic Resonance Imag Tech	189
Med Lab Technologist/Radiology W Sup	228
Med Lab I	70
Med Lab II	129
Med Lab III	134
Medical Rad Supervisor	144
Medical Rad Tech	25
Medical Rad Tech Specialty	34
Neurophysiology Tech	73
Neuro/Tech W/S	260
Nuclear Med Tech III	214
Nuclear Medical Technician I	193
Nuclear Medicine Tech II	194
Polysomnographic Tech	195
Polysomnographic Tech W/Sup	199
Process Analyst Assistant	180
Pulmonary Function Supervisor	150
Pulmonary Functional Tech	184
Pharmacy Technician	3
Pharmacy Technician Working Supervisor	140

**LETTER OF UNDERSTANDING**  
**#25 RE: MARKET SUPPLEMENT**

The Parties agree to follow the provisions of the Multi-Party Letter of Understanding regarding the Market Supplement Program as set out below:

**Letter of Understanding**  
**Between**  
**Saskatchewan Association of Health Organizations (SAHO)**  
**And**  
**Service Employees International Union (SEIU)**  
**Canadian Union of Public Employees (CUPE)**  
**And**  
**Saskatchewan Government and General Employees' Union**  
**(SGEU)**  
**RE: Market Supplement Program**

**I. Market Supplement Implementation**

The objective of the Market Supplement Program is to ensure that Saskatchewan health care employers can attract and retain the employees required to provide appropriate health care services to the people of Saskatchewan.

It is agreed, employer(s) and/or the Union(s) will identify areas/classifications where skill shortages have or may impede future service delivery. Either party may submit a recommendation to the SAHO Market Supplement Review Committee. For the implementation of a market supplement wage rate the following provisions shall apply:

1. The Market Supplement Review Committee must request market information from employers within (15) days of the date that the request is submitted to the Committee.
2. The Market Supplement Review Committee shall render its decision within forty-five (45) working days of the date the Committee requests labour market

information from SAHO's employer membership. If the SAHO Market Supplement Review Committee fails to act or render its decision within the above timeframes, the issue of a market supplement shall be referred to adjudication as set out below.

3. The Market Supplement Review Committee shall fully disclose to the Union(s) the reasons for its determination of a market supplement request at the time the decision is rendered. Such disclosure shall include the Market Supplement Review Committee's final report and, upon request of the Union(s), labour market information submitted by SAHO or SAHO's employer membership to the Market Supplement Review Committee, including but not limited to documents containing information on:
  - a) Service delivery impacts: service delivery impacts are analyzed, including options for alternative service delivery models.
  - b) Turnover rates: an annual turnover (loss of employees to other competitor Employers) ratio to the existing staff complement in any given occupation. Local analysis of reasons for leaving will be necessary to determine any trends that may be emerging.
  - c) Vacancy rate analysis: whereby the frequency and timing of vacancy occurrences (i.e., seasonal; always following an event; etc.) are analyzed for trends that may affect recruitment/retention efforts.
  - d) Recruitment issue analysis: whereby issues such as length of recruitment times, training investments, licensing issues, supply and demand issues, etc. are analyzed for trends which may affect recruitment/retention efforts.

- e) Salary market conditions: affected Employer's salary levels are lower than other Employers that affected Employers would expect to recruit employees from, or other Employers that affected employees are recruited to. This may be local, provincial, regional or national depending on the occupational group and traditional recruitment relationships. Cost of living considerations may or may not be appropriate to factor into market salary comparisons.

Should the Market Supplement Review Committee fail to act or render a decision, or if the Union(s) disagrees with the decision, within the timeframes in I (2), this disclosure shall occur upon receiving notice of referral to adjudication from the Union(s).

- 4. Where the SAHO Market Supplement Review Committee does not recommend that a classification receive a market supplement, the matter may, within a period of forty-five (45) working days from the date of the report, be referred to the Market Supplement Adjudicator in accordance with Section II – Market Supplement Adjudication.
- 5. Where the SAHO Market Supplement Review Committee report recommends a market supplement, the determination of market supplemented wage rates shall be subject to negotiation by the Unions and SAHO. Should agreement not be reached by the parties in such negotiations within a period of forty-five (45) working days from the date the Union receives the report, the matter shall be referred to the Market Supplement Adjudicator, in accordance with Section II – Market Supplement Adjudication.
- 6. The effective date for the market supplement shall be the date of the Market Supplement Review Committee report.

## **II. Market Supplement Adjudication**

1. The determination of market supplement wage rates shall be subject to negotiation between the Union(s) and SAHO.
2. Where agreement on a market supplement wage rate cannot be reached by the Union(s) and SAHO, or where the SAHO Market Supplement Review Committee does not recommend that a classification receive a market supplement either expressly or in a timely manner, the matter may be referred to an adjudicator, Phil Johnson, for final determination. In the event that Phil Johnson is not available to conduct the adjudication and render a decision within the time frames identified below, the matter shall be referred to an alternate adjudicator who is mutually acceptable to both the Union(s) and SAHO
3. The Market Supplement Adjudicator shall hear the matter within twenty-eight (28) calendar days of it being referred.
4. In the case of review on the matter of whether a market supplement is appropriate, both the Union(s) and SAHO shall be limited to presenting only the following labour market review criteria: service delivery impacts, turnover rates, vacancy rate analysis, recruitment issue analysis and salary market conditions as defined in I. 3. a) to e).
5. The jurisdiction of the Market Supplement Adjudicator in determining a market supplement wage rate, or determining whether or not a market supplement is appropriate, shall be limited to the labour market criteria as listed above.
6. In the case where a market supplemented wage rate is disputed, both the Union(s) and SAHO shall present a proposed market supplemented wage rate, and shall be



entitled to present supporting written documentation. Witnesses shall not be utilized in the hearing.

7. The Market Supplement Adjudicator in determining a market supplement wage rate or determining whether or not a market supplement is appropriate shall be limited to choosing the Unions' or SAHO's final position.
8. The Market Supplement Adjudicator's decision will be binding to all three Unions, the Employer and SAHO regardless of which party initiated the adjudication.
9. The Market Supplement Adjudicator decision shall be published within seven (7) calendar days of the hearing. Sufficient detail to explain the rationale for the decision shall be included in the written decision. The decision shall be final and binding on the parties and will not be subject to appeal.
10. The Union(s) and SAHO will equally share the costs of fees and expenses of the Market Supplement Adjudicator.

### **III. Market Supplement Eligibility and Review**

1. Market supplemented wage rates shall be payable to all eligible employees in the wage schedules classification, subject to paragraphs three (3) and four (4) below.
2. Employees shall be eligible for the above market supplement wage rates if they are employed on the date the market supplement becomes effective, or if they are hired after the date the market supplement becomes effective.
3. The market supplement wage rates shall be reviewed annually from the date of agreement reached by the Union(s) and SAHO, or the Market Supplement Adjudicator. Should market conditions change so that a review sooner than the annual one is required, the SAHO Market Supplement Review Committee shall

undertake such review. Disclosure to the Unions shall be undertaken by the Committee in accordance with I (3).

- a. If the Market Supplement Review Committee determines that a further market supplement is warranted, then the Union(s) and SAHO shall meet to negotiate the new market supplement rate, or failing same, will refer the matter to an adjudicator in accordance with the provisions outlined in II (2) through II (9).
  - b. If it is determined by the Market Supplement Review Committee or an Adjudicator that a market supplement rate is no longer needed, then the market supplement wage rate shall be frozen and existing and newly hired employees shall be entitled to the market supplemented wage rates until such time as the Collective Agreement wage schedule rate matches or exceeds it.
  - c. It is understood that the market supplemented wage rate is separate to 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 supplement portion of the “total wage” shall be added to the newly revised “base wage.” This process shall not apply to frozen market supplemented wage rates as set out in b) above.
4. Market supplement 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).

5. Should the Union(s) or SAHO wish to modify or discontinue the terms or conditions of this Letter of Understanding, the party wishing to do so will provide the other party with ninety (90) days notice of the change or discontinuation. The parties shall meet within fourteen (14) calendar days from notification to discuss the matter.

**LETTER OF UNDERSTANDING  
#26 RE: REVIEW OF EMS ISSUES**

The Parties agree to follow the provisions of the Multi-Party Letter of Understanding regarding the review of EMS Issues as set out below:

**Letter of Understanding  
Between  
Canadian Union of Public Employees (CUPE), Saskatchewan  
Government and General Employees' Union (SGEU), Service  
Employees International Union (SEIU)  
And  
Saskatchewan Association of Health Organizations (SAHO)  
RE: Review of EMS Issues**

It is agreed that during the life of the Collective Agreement, SAHO, Employers and the Provider Unions will jointly review issues concerning EMS employees relative to:

- a) Maximizing full-time and part-time positions;
- b) Terms and conditions for Other Than Full Time employees including, but not limited to sick leave, benefit plans, and seniority; and
- c) Establishment of “integrated” (blended) Emergency Medical Services (EMS) positions, within traditional health care settings, such as Acute and Supportive Care.

**LETTER OF UNDERSTANDING**

**#27 RE: WAGE RATES FOR GRADUATES**

The Parties agree to follow the provisions of the Multi-Party Letter of Understanding regarding Wages Rates for Graduates as set out below:

**Letter of Understanding  
Between**

**Canadian Union of Public Employees (CUPE), Saskatchewan  
Government and General Employees' Union (SGEU), Service  
Employees International Union (SEIU)**

**And**

**Saskatchewan Association of Health Organizations (SAHO)**

**RE: Wages Rates for Graduates**

The following principles and definitions shall be applied to future graduate positions.

An employee who is a graduate of an educational program who has been hired into a position subject to certification/registration and is waiting to write a national certification/registration exam or a licensure exam or awaiting results of such exam shall be paid 90% of Step 1 of the base rate of the applicable classification. Upon successfully writing the exam, employees shall be adjusted in their rate of pay to Step 1 of the base rate of the applicable classification retroactive to the date of hire or the date of successful writing of the exam whichever is more recent.

Notwithstanding the above, this letter of understanding does not provide compensation to students who are required to train on the job as part of their formal education.

**LETTER OF UNDERSTANDING**

**#28 RE: STATUTORY HOLIDAY PAY**

Should an Other Than Full Time employee work in a department/area that is closed during designated Statutory Holidays and the Statutory Holiday falls on a regularly scheduled work day, the Employer shall continue to code this day as Stat Off time, rather than have such time

recorded as time off in lieu under the provisions of Article 14.03 b) iii). Where the employee earns more Statutory Holiday Pay than the shift that would otherwise have been worked, the excess time may be placed in their bank in accordance with Article 14.03 b) iii). Any further anomalies shall be identified and dealt with through local negotiations within each Regional Health Authority.

**LETTER OF UNDERSTANDING**

**#29 RE: APPRENTICESHIP**

Apprenticeship Program for Facility & Energy Services/Maintenance Departments

BETWEEN: SEIU-West

AND: CYPRESS REGIONAL HEALTH AUTHORITY,  
FIVE HILLS REGIONAL HEALTH AUTHORITY,  
HEARTLAND REGIONAL HEALTH AUTHORITY,  
SASKATOON REGIONAL HEALTH AUTHORITY,  
and the SASKATCHEWAN ASSOCIATION OF  
HEALTH ORGANIZATIONS

The parties agree that this Letter of Understanding is intended to outline the terms and conditions for apprenticeship positions in Facility & Energy Services/Maintenance Departments within the Health Regions named above, including Affiliates. The intent of the program is to have the Apprentice successfully complete the apprenticeship and become a qualified journeyman in their trade within the Health Regions or Affiliates. The apprenticeship positions shall be posted and filled in accordance with the Collective Agreement and shall be open to all employees within the Health Regions and Affiliates covered under the Collective Agreement.

It is agreed between the parties that this Letter of Understanding shall work in concert with the provisions of the Collective Agreement. Where this Letter of Understanding is silent, the Collective Bargaining Agreement shall govern. In case of discrepancies between this Letter of Understanding and the Collective Agreement, and in the absence of

specific provisions in this Letter of Understanding, the terms and conditions of the Collective Bargaining Agreement will govern.

### Conditions of Apprenticeship and Responsibilities for Apprentices

Apprentices must be registered into the provincial apprenticeship program by the Employer and the Apprentice and the Employer must sign the standard apprenticeship agreement required by the Apprenticeship and Trade Certification Commission.

The Employer will provide the Apprentice with the required range of experiences in the trade, as required by the Apprenticeship and Trade Certification Commission.

To remain employed as an Apprentice, Apprentices must comply with the regulations and standards as defined by the Apprenticeship Training and Certification Act, meet minimum trade standards as outlined in the Apprenticeship Training Program, and maintain employment with the Employer subject to the applicable provisions for the Termination of Apprenticeship.

Apprentices are required to attend technical training where and as directed by the Apprenticeship and Trade Certification Commission

Where required by the Apprenticeship and Trade Certification Commission, all Apprentices shall have a journeyman in the trade supervising their apprenticeship.

The payment of all apprenticeship program registration fees and fees for transcripts confirming formal education will be the responsibility of the Apprentice. Upon successful acceptance of the Apprentice into an apprenticeship agreement with the Employer, the Employer will reimburse the Apprentice for registration fees.

Tuition fees and Apprenticeship Trade School program materials costs shall be reimbursed fully by the Employer upon successful completion by the Apprentice of each journeyman trade examination.

In exchange for the reimbursement of registration fees, tuition fees and Apprenticeship Trade School program materials costs, the employee

shall agree to a one (1) year Return for Service to be served following the completion or termination of the Apprenticeship program.

### Posting and Filling of Apprenticeship Positions

Where the Employer determines it is necessary to fill an actual or anticipated vacancy in a specific trade as an apprentice position, the position shall be posted in accordance with the SEIU-West/SAHO Collective Agreement. The position shall be posted as full-time. It is agreed that at the successful completion of the apprenticeship the incumbent shall be placed in a position and be employed as a journey person in the apprenticed specific trade.

An applicant may challenge the levels within the Apprenticeship Program, as set out in the Act. The Apprenticeship and Trade Certification Commission (Apprenticeship Division) shall determine the appropriate starting level of the apprenticeship for the successful candidate to the posting.

If the Employer determines that it is necessary to post actual or anticipated vacancies as a third or fourth year apprentice, the Union shall be notified prior to the posting.

### Apprenticeship Position Wages

Apprentices, while working as an apprentice, shall receive wage remuneration according to the following schedule:

#### Three Year Trades:

Level One	70% of the journey person rate at Step One (1)
Level Two	80% of the journey person rate at Step One (1)
Level Three	90% of the journey person rate at Step One (1)

#### Four Year Trades:

Level One	70% of the journey person rate at Step One (1)
Level Two	77% of the journey person rate at Step One (1)
Level Three	84% of the journey person rate at Step One (1)
Level Four	90% of the journey person rate at Step One (1)

In no circumstance shall an apprentice receive a wage rate that is less than Pay Band eleven (11).

### Remuneration while attending Apprenticeship Trade School

Apprentices shall be placed on an unpaid education leave of absence as per Article 15.12 while attending Apprenticeship Trade School. The Employer will work with Human Resources Development Canada and the Union to inform, assist and support the Apprentice receiving the maximum remuneration possible under the apprenticeship program (e.g. Employment Insurance benefits, Employer education assistance funds such as the Dr. A.G. (Bert) Ayers Fund). Employees will be responsible to apply for and complete the necessary paperwork for these remuneration programs.

While attending Apprenticeship Trade School, the Apprentice will continue to accrue seniority and may pay for all benefit accrual amounts including, but not limited to, disability income plan; pensions; and extended healthcare benefits. Otherwise the provisions of Article 15.16 and the terms of the plan apply. The Employer shall provide the necessary forms and documents to the Apprentice regarding maintenance of benefits.

When the apprentice is scheduled by the Apprenticeship and Trade Certification Commission to write the journeyman final examination, the apprentice shall receive the necessary time off with pay to write the exam.

### Termination of Apprenticeship

The apprenticeship agreement will end when the Apprentice has successfully completed the Apprenticeship Program and is certified as a journeyman in the trade. The Apprentice will be paid at the step two (2) of the wage rate associated with the trade as set out in the Collective Agreement. Such wage payment will be retroactive to the date of the successful writing of the final examination of the Apprenticeship Program.

The apprenticeship will be terminated prior to completion if:



- a) the employee returns to his/her former position during the trial period,
- b) the employee terminates in writing,
- c) the employee is dismissed for just cause, and such dismissal is subsequently upheld,
- d) the employee is laid off/bumped from the apprenticeship position,
- e) the employee fails to meet the minimum requirements or conditions of the apprenticeship and the Apprenticeship and Trade Certification Commission cancels the Apprenticeship Agreement. If the apprenticeship is cancelled after the trial period is over, the employee shall revert to casual status and be placed on a call-in list in a classification that the individual is qualified for and as negotiated by the parties. Where failure to attend and participate in trade certification programs is due to circumstances beyond the Apprentice's control, the parties shall assist the Apprentice in any available appeal procedure.

Termination of the apprenticeship is subject to the provisions of the Article 7 of the Collective Agreement.

Either party may terminate this Letter of Understanding by giving the other party ninety (90) calendar days written notice.

**LETTER OF UNDERSTANDING**  
**#30 RE: 300 SERIES JOBS**

The parties hereby agree to follow the provisions of the Multi-Party Letter of Understanding regarding the Provider Group Joint Job Evaluation Plan as set out below:

**LETTER OF UNDERSTANDING #30**

**BETWEEN**  
**SASKATCHEWAN ASSOCIATION OF**  
**HEALTH ORGANIZATIONS (SAHO)**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION - WEST**  
**(SEIU-West)**  
**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**  
**AND**  
**SASKATCHEWAN GOVERNMENT AND GENERAL**  
**EMPLOYEES' UNION (SGEU)**  
**RE: 300 SERIES JOBS**

- 1) All 300 series jobs/classifications, other than those that went through the Tribunal process, shall be reviewed by an agreed to third party knowledgeable in job classification.
  - a) 300 series jobs/classifications that went through the Tribunal process are final and binding. Incumbents have all had an opportunity to contribute all relevant information to those jobs/classifications as a result of the Tribunal process. These jobs will not be reviewed by the JJEMC. Future reviews of these jobs may be conducted through the normal maintenance process as outlined in the Maintenance Plan LOU as revised subsequent to the original document signed October 3, 2003.
  - b) Incumbents and employers who have already provided information to the Joint Job Evaluation Maintenance Program will have their information considered. Only information on file will be considered in the finalization

of these jobs. If more information, other than information already on file, is required to make a decision, the agreed to third party shall have the authority to gather further information from the Employer, Union and/or the employee(s).

- 2) If, upon completion of the review of the 300 series jobs/classifications as indicated in 1) b) above, a change in pay band is required, the effective date of such change in a pay band shall be the first Sunday following the completion of the review. Completion shall be defined as receipt of a decision of a third party.

Upon completion of the process outlined in this Letter of Understanding, any future review of a 300 series job/classification will be in accordance with the Maintenance Plan LOU as revised subsequent to the original document signed October 3, 2003.

All outstanding grievances related to any bundling issues addressed in this Letter of Understanding shall be resolved by the processes contained in this Letter of Understanding. All outstanding grievances not related to any bundling issues addressed in this Letter of Understanding shall be resolved by grievance/arbitration procedure contained in the Collective Agreement.

**LETTER OF UNDERSTANDING**

**#31 RE: JOINT JOB EVALUATION DISPUTE  
MECHANISM FOR OUTSTANDING  
BUNDLING ISSUES**

The parties hereby agree to follow the provisions of the Multi-Party letter of Understanding regarding the Provider Group Joint Job Evaluation as set out below:

**LETTER OF UNDERSTANDING #31  
BETWEEN  
SASKATCHEWAN ASSOCIATION OF  
HEALTH ORGANIZATIONS (SAHO)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)  
SERVICE EMPLOYEES INTERNATIONAL UNION – WEST  
(SEIU-West)  
AND  
SASKATCHEWAN GOVERNMENT AND GENERAL  
EMPLOYEES' UNION (SGEU)  
RE: JOINT JOB EVALUATION DISPUTE MECHANISM FOR  
OUTSTANDING BUNDLING ISSUES**

**1. Dispute Resolution Bundling Issues – October 2000 to  
September 13, 2004**

Any bundling issues that flow from the Dispute Resolution Tribunal (Chair, Mr. Phil Johnson) decisions (Appendix A) shall be resolved by Mr. Phil Johnson. Every individual employee and their immediate out-of-scope supervisor who has a bundling issue as a result of the Tribunal decisions shall have their bundling issue resolved, unless a resolution to their bundling issue has been agreed to by the Union (SEIU-West, CUPE or SGEU) and the Employer and reduced to writing. These bundling issues remain resolved and are not subject to this process.

The individual bundling issue shall be limited to the period October 2000 to September 13<sup>th</sup>, 2004.

The information utilized shall be limited to the individual bundling issue and not related to the factor ratings.

If more information, other than information already on file, is required to make a decision, Mr. Phil Johnson shall have the authority to gather further information from the Employer, Union and/or the employee(s).

Mr. Phil Johnson will place individuals into a job based on the provisions of the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. Mr. Phil Johnson may use a current provincial classification. Mr. Phil Johnson will have the authority to create a new classification if needed. Mr. Phil Johnson will create a new job description and rate the job according to the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding.

Employees who have not been previously identified as having an outstanding bundling issue or where the bundling issue has been agreed to by the Union (SEIU-West, CUPE or SGEU) and the Employer shall not be placed in a newly created job classification through this adjudication process; rather the regular maintenance process shall be utilized on a go forward basis.

**2. Dispute Resolution Bundling Issues – September 14, 2004 to Date of Signing of this Letter of Understanding**

Any bundling issues that flow from the Dispute Resolution Tribunal (Chair, Mr. Phil Johnson) decisions (Appendix A) shall be resolved by Mr. Phil Johnson. Every individual employee and their immediate out-of-scope supervisor who has a bundling issue as a result of the Tribunal decisions shall have their bundling issue resolved, unless a resolution to their bundling issue has been agreed to by the Union (SEIU-West, CUPE or SGEU) and the Employer and reduced to writing. These bundling issues remain resolved and are not subject to this process.

The individual bundling issue shall be limited to the period after September 13<sup>th</sup>, 2004 to the date of signing of this letter of understanding.

The information provided shall be limited to the individual bundling issue and not related to the factor ratings.

Bundling issues within this time period shall not result in any retroactive adjustments neither to the employee nor the Employer. Classification/bundling issues that occur after the date of signing of this letter of understanding shall be decided upon using the Maintenance Process.

If more information, other than the information already on file, is required to make a decision Mr. Phil Johnson shall have the authority to gather further information from the Employer, Union and/or the employee(s).

Mr. Phil Johnson will place individuals into a job based on the provisions of the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. Mr. Phil Johnson may use a current provincial classification. Mr. Phil Johnson will have the authority to create a new classification if needed. Mr. Phil Johnson will create a new job description and rate the job according to the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. Employees who have not been previously identified as having an outstanding bundling issue or where the bundling issue has been agreed to by the Union (SEIU-West, CUPE or SGEU) and the Employer shall not be placed in a newly created job classification through this adjudication process; rather the regular maintenance process shall be utilized on a go forward basis.

### **3. Bundling Issues – JJE Steering Committee**

Any outstanding bundling issues that exist as a result of the JJE Steering Committee not approving the recommendations of the JJE Reconsideration Committee will be resolved by a sole Chair as per part (d) of Letter of Understanding #22 in the SAHO/SEIU-West current Collective Agreement, Letter of

Understanding #18 in the SAHO/CUPE current Collective Agreement, and Letter of Understanding #12 in the SAHO/SGEU current Collective Agreement. A Dispute Resolution Process shall be convened as per Appendix B – Dispute Resolution Process.

The adjudication shall be limited to the individual bundling issue and not related to the factor ratings. The adjudication shall be limited to the period October 2000 to September 13<sup>th</sup>, 2004.

The adjudication processes above (1 through 3) are final and binding on each party. Process 1 and 2 shall be completed prior to beginning process 3. The parties shall share equally the cost of Mr. Phil Johnson, the Chair of the Dispute Resolution Process and any other common costs. The parties shall mean SAHO and the Unions (SEIU-West, CUPE, SGEU).

All outstanding grievances related to any bundling issues addressed in this Letter of Understanding shall be resolved by the processes contained in this Letter of Understanding. All outstanding grievances not related to any bundling issues addressed in this Letter of Understanding shall be resolved by grievance/arbitration procedure contained in the Collective Agreement.

**LETTER OF UNDERSTANDING**

**#32 RE: JOINT JOB EVALUATION MAINTENANCE PLAN**

The parties hereby agree to follow the provisions of the Multi-Party Letter of Understanding regarding the Provider Group Joint Job Evaluation Maintenance Plan as set out below:

**LETTER OF UNDERSTANDING #32  
BETWEEN**

**SASKATCHEWAN ASSOCIATION OF  
HEALTH ORGANIZATIONS (SAHO)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)  
SERVICE EMPLOYEES INTERNATIONAL UNION – WEST  
(SEIU-West)**

**AND**

**SASKATCHEWAN GOVERNMENT AND GENERAL  
EMPLOYEES' UNION (SGEU)**

**RE: JOINT JOB EVALUATION MAINTENANCE PLAN**

**I JOINT JOB EVALUATION MAINTENANCE COMMITTEE (JJEMC)**

1. The parties shall maintain a joint Union/Management maintenance committee.
  - a) The committee shall be gender neutral and consist of six (6) members; at least 50% of which must be women.
  - b) The committee membership shall one (1) CUPE, one (1) SEIU-West, one (1) SGEU and three (3) Employer representatives.
  - c) Two (2) Union and two (2) Employer members shall be necessary for a quorum. In the case of a specific classification request, the representing union must be one of the two (2) Union members present to constitute quorum.
  - d) Committee members shall be rotated with the objective that the typical term of service is two (2) years.



2. The individual who will assist the Joint Job Evaluation Maintenance Committee (JJEMC) will be jointly selected by the Unions and SAHO and be compensated by SAHO.
3. The JJEMC members, the Assistant and others that work with the Plan shall be trained on the application of the Plan and in the principles of "Equal Pay for Work of Equal Value".
4. The JJEMC will be responsible for receiving all job data. The JJEMC will review the job data for completeness, perform a job analysis, consolidate the data and rate the jobs.
5. The JJEMC will maintain the integrity of the Plan.
6. The JJEMC will conduct research necessary to carry out its duties.
7. The JJEMC will be responsible for maintaining all Plan documentation as well as recording, in writing, the group consensus rationale and unanimous agreements.
8. The JJEMC shall operate by consensus and shall meet when necessary but at least once every two (2) months.
9. If the JJEMC cannot reach consensus on any matter, it will be dealt with pursuant to the dispute resolution process as found in Article VII Dispute Resolution Process (Appendix B).
10. JJEMC members shall excuse him or herself from the maintenance process for a position where the committee or a member has identified a conflict of interest. Notwithstanding Article 1. c), quorum shall be obtained by the presence of the other members representing the Unions or the Employer.

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

- \* In their classification where the committee member shall retain voice but will not participate in the consensus decision
- \* Encumbered by family members or personal friends
- \* For which they have declared a bias for, or against, and

\* For which they are the immediate in-scope or out-of- scope supervisor.

11. Each Party will be responsible for the costs and expenses of their respective members of the Joint Job Evaluation Maintenance Committee (JJEMC). SAHO will be responsible for the meeting room and midday meal costs during meeting days.

## **II THE ROLES AND AUTHORITY OF THE MAINTENANCE COMMITTEE**

12. Sole responsibility for maintaining the Job Fact Sheets (JFS), the Rating Rationales (RR) and the Job Descriptions (JD) and modifies and creates new JFS, RR and JD as required.

13. Develops and maintains an educational program regarding the principles of the plan and how it works.

14. Maintains the notes to raters through additions or amendments of notes.

15. Develops a process, in accordance with pertinent Collective Bargaining Agreements, to evaluate all changed and new jobs following the general principles outlined in the Plan.

16. Endeavours to review 20% to 25% of all jobs each year with priority given to jobs that have changed or jobs that have not been reviewed for some time.

17. Provides the Employers' and the Unions' current job descriptions and other data that constitutes the Plan.

18. Rates new and changed jobs. The JJEMC decision is final and binding. Any subsequent submission of information will constitute a new maintenance request.

19. Upholds the integrity of the Plan through the adjudication of disputes regarding the assignment of factor ratings to the job assignment. In this regard, management members of the panel do

not represent nor advocate for Employers and the Union members do not represent nor advocate for the employee.

20. Questions information presented to determine if it meets the requirements in the notes to raters and the intent of the degree definition within the factor.
21. Ensures, where necessary, that information presented is verified as legitimate duties and responsibilities of the job assignment. The JJEMC has the authority to obtain information through questioning and written documentation, to substantiate any statements.
22. Only the JJEMC shall be authorized to sign off the classification level of any job within the plan.

### **III JOINT JOB EVALUATION COMMITTEE ASSISTANT**

23. The Assistant will work with Employer Human Resource Departments and Local Unions to determine if existing job descriptions and job ratings can be applied to New Job or Changed Job (Reclassification) requests.
24. The Assistant will determine interim wage rates in order to post new jobs.
25. The Assistant will forward, all information regarding specific requests under articles 23 and 24 of this agreement, to the JJEMC for review.
26. The Assistant will also conduct research, assist with problem solving, provide administrative support (book meetings, record, keep and update databases, administration, documentation, etc.), ensure all parties are made aware of the JJEMC yearly program and perform other duties determined by the JJEMC Committee.

### **IV JOB RATINGS**

In the application of the Manual, the following general rules shall apply:

27. It is the content of the job, and not the performance of the employee(s) that is being rated.
28. Jobs are rated without regard to existing wage rates.
29. Jobs are rated and ranked by comparing the specific requirements of the job to the sub-factor definition, guidelines and explanations and notes to raters.
30. Each job will be rated relative to and consistent with all other jobs rated under the Manual.
31. The factors and sub-factors must have an impact on all jobs being rated.
32. A factor rating cannot be adjusted if the duties or responsibilities have been credited in another factor, as this would represent bias due to double crediting.
33. Errors in rating shall be corrected and are not precedent setting.
34. Rating decisions shall include a "sore thumbing" process to ensure consistency in Committee decisions.

## **V INITIATING THE REVIEW OF A NEW JOB**

35. When the Employer creates a new job, the supervisor will complete a Job Review Request Form and a Job Fact Sheet based upon the qualifications and/or the duties proposed for the job. The foregoing will be submitted to the appropriate Human Resources Department.
36. Within five (5) working days, the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.
37. Within fourteen (14) working days, the Human Resources Department and Local Union will arrange to meet with the JJEMC Assistant to determine if an existing job is appropriate. All material will be forwarded to the JJEMC for review.

38. If the Human Resources Department and the Local Union, with the assistance of the JJEMC Assistant agree that an existing job description and job rating are appropriate, the job will be posted and an appointment made.
39. If the Human Resources Department and the Local Union, with the assistance of the JJEMC Assistant do not agree that an existing job description and job rating are appropriate, the Job Fact Sheet and job description will be forwarded to the JJEMC for review.

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

- 39.1 Also see the attached flow chart titled "Maintenance Procedure New Job".

## **VI INITIATING THE REVIEW OF A CHANGED JOB (RECLASSIFICATION)**

40. Either an employee or supervisor will complete a Job Review Request Form, a Job Fact Sheet and changes to the current provincial job description if they believe qualifications and/or the duties of a job has changed. The foregoing will be submitted to the appropriate Human Resources Department.
41. Within five (5) working days the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.
42. Within fourteen (14) working days, the Human Resources Department and the Local Union will arrange to meet with the Assistant, to determine if the job has changed sufficiently to warrant a review. The three (3) groups will determine if there is an existing job description and job rating that are appropriate. The material will be forwarded to the JJEMC for review.
43. If the Human Resources Department, the Local Union and the Assistant agree that an existing job description and job rating are appropriate, the job will be reclassified immediately and the

employee and the supervisor notified. The material will be forwarded to the JJEMC for information purposes only.

44. If the Human Resources Department and the Local Union with the assistance of the JJEMC Assistant cannot agree that an existing job description and job rating are appropriate, the material will be forwarded to the JJEMC for review.

45. Any adjustment in pay rates will be effective the date the Review Request Form and all associated required documentation as referenced in 40. was received by the Human Resources Department.

45.1 Also, see attached flow chart titled "Maintenance Procedure Reclassification".

## **VII DISPUTE RESOLUTION PROCESS (See Appendix B)**

46. The JJEMC shall refer unresolved disputes to a Dispute Resolution process.

47. The Dispute Resolution process is comprised of a Chair chosen by the parties from a mutually agreed to list or to a panel where agreed by the parties.

48. The jurisdiction of the Dispute Resolution Chair shall be limited to the matter in dispute as referred to by the JJEMC.

49. The decision of the Dispute Resolution Chair shall be final and binding upon the parties.

50. The parties further agree that this Dispute Resolution protocol must be timely and cost-effective.

## **VIII INFORMATION TO THE PARTIES**

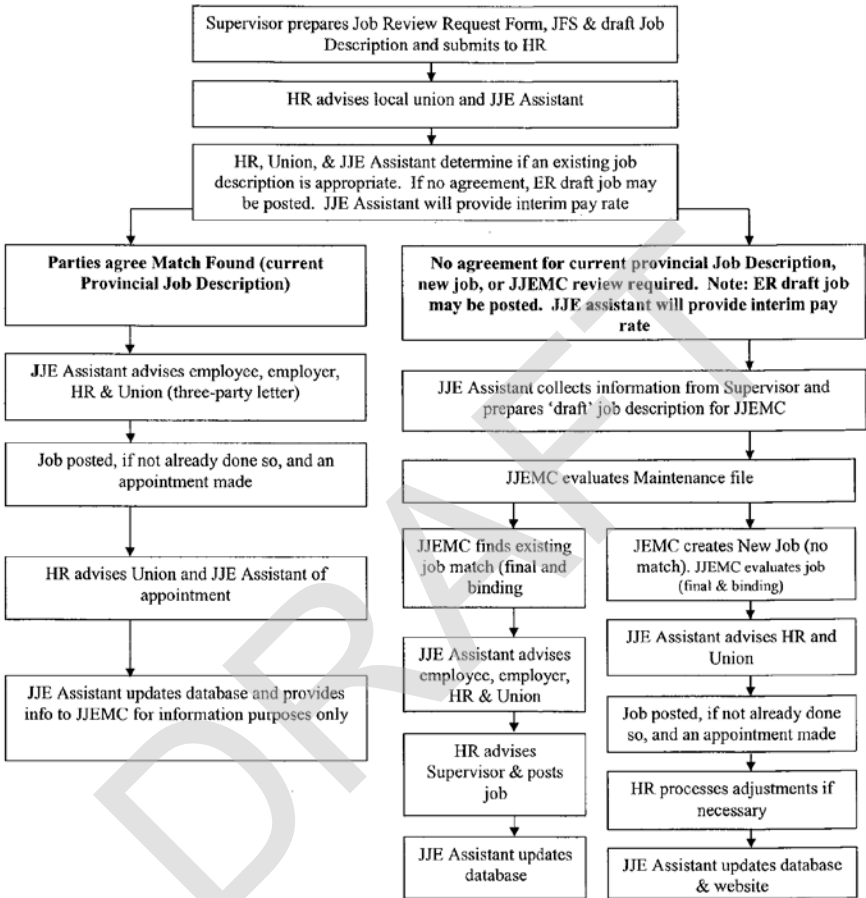
51. The JJEMC will provide the parties with a quarterly report containing the following information:

> A summary of all reconsideration requests received this quarter.

- > A summary of all reconsideration requests carried forward from previous quarter.
- > A summary of all decisions.
- > Notification of changes to the Provincial Job Fact Sheets, Rating Rationales and Job Descriptions.
- > Notification of the creation of new Job Fact Sheets, Rating Rationales and Job Descriptions.

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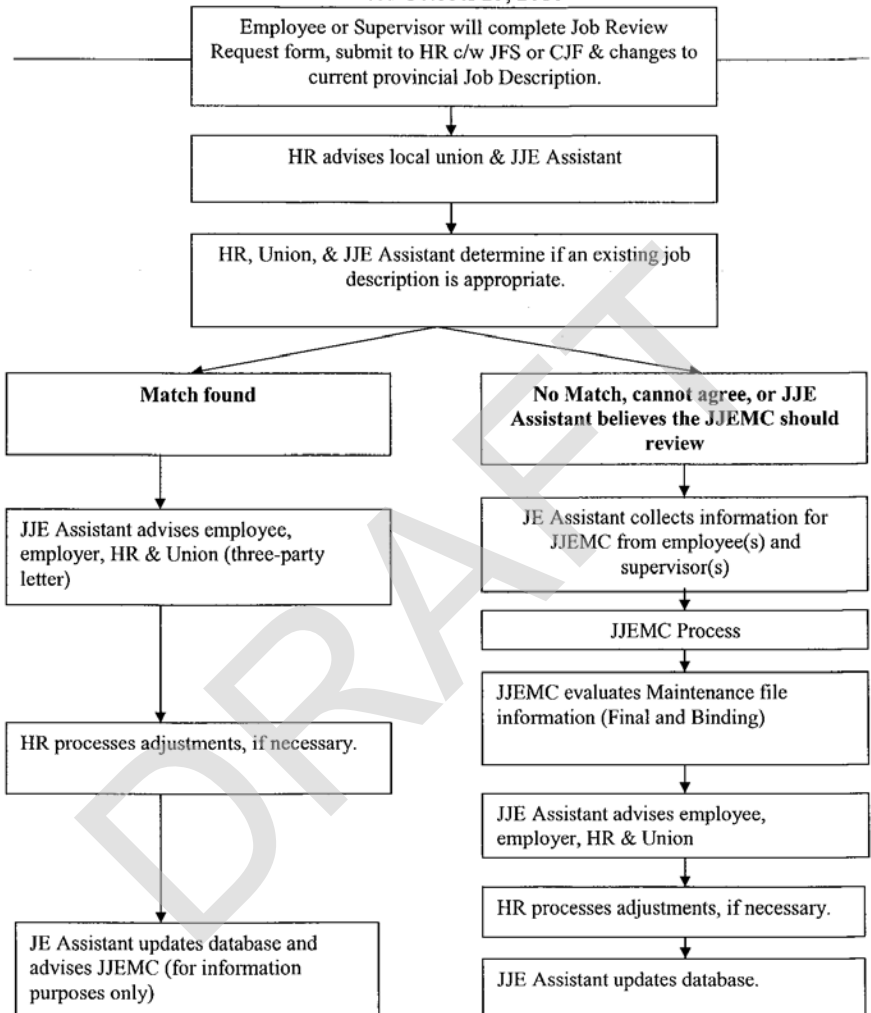
**Maintenance Procedure  
New Job  
Revised October 25, 2010**



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



**Maintenance Procedure  
Changed Job (Reclassification)**  
Revised October 25, 2010



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

## **APPENDIX B**

### **Dispute Resolution Process**

#### **Authority**

This Appendix outlines the process as referenced in the Letter of Understanding Maintenance Plan between SAHO and CUPE/SEIU-West/SGEU RE: Joint Job Evaluation Article VII 46 – 50 and is final and binding on all parties.

#### **Parameters for Dispute Resolution Process**

- Adhere to principles of the Plan.
- Adhere to Policy Framework (1999), Maintenance Plan and negotiated Letters of Understanding.
- Duties, qualifications, factors, and factor ratings can be adjudicated.
- The Dispute Resolution Chair shall be limited to adjudicating only those duties, qualifications, factors and factor ratings that arise from the Joint Job Evaluation Maintenance Committee (JJEMC) dispute.
- The Dispute Resolution Chair shall have the ability to recommend changes to the Committee of the Parties (COPs) on the wording of the Plan and Notes to Raters and shall provide recommendations for the specific language for these changes to the Plan and Notes to Raters. The Dispute Resolution Chair shall provide the COPs any additional language that provides clarity of its interpretation; this language must adhere to the principles of the Plan.
- JJEMC disputes will be resolved by a sole Chair as per VII of the JJE Maintenance Agreement.
- Dispute Resolution decisions will be rendered within ninety (90) days and provided to the JJEMC.

#### **Information Available to Dispute Resolution Chair**

- Pre-JJE history.
- The Plan.
- Other relevant documentation:

- All job fact sheets.
- All maintenance data.
- Any other necessary data
- The parties agree to identify the duties, qualifications, factors and factor ratings in dispute to the Dispute Resolution Chair.
- Other documentation as requested by the Chair.

### **Dispute Resolution Process**

- The Dispute Resolution Chair has the ability to seek clarification from:
  - Maintenance Committee
  - Educational Institutions
  - Maintenance Documentation
  - Evaluation and/or Reconsideration Documentation
  - The Parties
- Any additional information obtained by the Dispute Resolution Chair must be disclosed to the JJEMC.

### **Possible Outcomes from the Dispute Resolution Process**

- Changes to the existing job classification.
- Creation of a new job classification(s).
- No change to the existing job classification.
- Determine the factor ratings, rating rationale, job fact sheet, job description and provide supporting rationale for the decision.
- The sole Chair of the Dispute Resolution Process shall retain jurisdiction on bundling issues should the Employer and the Local of the Union be unable to reach agreement.

### **Costs of Dispute Resolution Process**

- The cost of the Dispute Resolution Chair to be shared 50/50 between SAHO and the Unions.
- SAHO to provide a meeting room for the Chair unless otherwise agreed to.

The parties hereby agree to follow the provisions of the Multi-Party Memorandum of Agreement regarding the implementation of the Provider Group Joint Job Evaluation as set out below:

**PROVIDER GROUP JOINT JOB EVALUATION  
COMMITTEE OF THE PARTIES (COPs)  
TERMS OF REFERENCE  
BETWEEN  
SASKATCHEWAN ASSOCIATION OF HEALTH  
ORGANIZATIONS (SAHO)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)  
SASKATCHEWAN GOVERNMENT AND GENERAL  
EMPLOYEES UNION (SGEU)  
SERVICE EMPLOYEES INTERNATIONAL UNION - WEST  
(SEIU-WEST)**

**Preamble**

It is agreed that with the establishment of the Committee of the Parties (COPs) that the Joint Job Evaluation Steering Committee (JJESC) has been dissolved, and the COPs will complete the JJESC duties and mandate as set out in the Joint Job Evaluation Project Terms of Reference.

It is understood that each Provider Group Union (CUPE, SGEU and SEIU-West) participates independently in the Provider Group Joint Job Evaluation Program (including both the Reconsideration Process and Maintenance Plan). The Collective Agreements between SAHO and each of the Provider Group Unions provide for the ability of the parties to establish the COPs for the purpose set out below. The Parties agree to establish said Committee. It is agreed among the Parties that the Terms of Reference for this Committee shall work in concert with the provisions of each Provider Group Union Collective Agreement. Where there are discrepancies between these Terms of Reference and the applicable Collective Agreement(s) or in absence of specific provisions in these Terms of Reference, the terms and conditions of the applicable Collective Agreement(s) shall govern.

## **Purpose**

The COPs shall deal with the recommendations of the Maintenance Committee, as per the Maintenance Agreement, as well as other matters that are outside of the roles and authority of the JJE Maintenance Committee and other matters that may arise regarding the Provider Group Joint Job Evaluation Program. The COPs shall receive the reports, recommendations and inquiries of the JJE Maintenance Committee and will determine the appropriate resolution/action required. Any party to the Program can request a signed off copy of the Job Description.

The COPs shall make recommendations to each of their principals in regards to amendments and/or modifications to the JJE Plan and other JJE collective bargaining matters.

The Establishment of the COPs in no way lessens the role and authority that is already established in the Provider Group Joint Job Evaluation Maintenance Plan for the Joint Job Evaluation Maintenance Committee (JJEMC).

## **Composition**

The COPs shall be comprised of SAHO/Employer representatives and Union representatives from each of CUPE, SEIU-West, and SGEU. As well, each and every party may have resource staff in attendance.

## **Committee Procedure**

The Parties of the COPs shall have the authority to bargain on behalf of each Party's principals. Any decision reached by the COPs and where required, approved by each Party's principals, shall be reduced to writing, signed off by all of the Parties and distributed to each Party's principals.

## **Meetings**

The COPs will meet four (4) times a year, such meetings to be scheduled in advance. As well, the COPs will meet within thirty (30) days of the request, in writing, of one of the Parties to the other three

Parties. The thirty (30) day notice may be waived upon agreement of the Parties. The chair of the meetings will alternate between SAHO and the Provider Group Unions. The chair will be responsible to develop an agenda for the meeting. Administrative support, including the taking of minutes, shall be provided by SAHO. Minutes will be provided to the Parties for distribution as seen fit.

### **Duration of the Committee**

The COPs shall continue as per Letter of Understanding #23 in the SAHO/SEIU-West Collective Agreement, Letter of Understanding #19 in the SAHO/CUPE Collective Agreement and Letter of Understanding #13 in the SAHO/SGEU Collective Agreement.

### **Disputed Items that Arise from the Maintenance Committee**

Disputed issues that arise from the Maintenance Committee shall follow the process outlined in the JJEMC Letter of Understanding VII Dispute Resolution Process. The issues may then be referred to a Dispute Resolution Process (see Appendix B).

### **Dispute Resolution - COPs**

- 1) i) Where the COPs cannot reach agreement on a disputed issue(s), the Parties may mutually agree to refer the disputed issue(s) to any of the following dispute resolution methodologies:
  - a) Mediation; or
  - b) Conciliation; or
  - c) Expedited Arbitration; or
  - d) Full Panel Arbitration; or
  - e) To their Principals for negotiation.

Failure to resolve a disputed issue via a) or b) shall not limit the Parties ability to use another process.

ii) If the Parties cannot mutually agree on where to refer the disputed issue(s), the Parties shall use a conciliator as appointed by the Ministry of Labour Relations and Workplace Safety to

assist the Parties in agreeing on where to refer the disputed issue(s) from the choices c), d) or e).

iii) If the conciliator can not assist the Parties to reach agreement, the conciliator shall have the ability to make a final and binding decision on the process to be used.

- 2) Any agreement and/or award resulting from the above processes shall be final and binding on the Parties.
- 3) The Parties shall share equally any common costs (e.g. Mediator, Arbitrator, room rentals, etc) related to dispute resolution.
- 4) The Parties shall mean SAHO and the Unions (SEIU-West, CUPE, SGEU).

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**LETTER OF UNDERSTANDING**

**#33 RE: APPLICATION OF EXISTING COLLECTIVE AGREEMENTS TO A PROVINCIAL HEALTH AUTHORITY**

**Letter of Understanding  
Between**

**SASKATCHEWAN HEALTH AUTHORITY (SHA)  
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS Inc. (SAHO)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)  
SERVICE EMPLOYEES INTERNATIONAL UNION – WEST  
(SEIU-West)**

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION (SGEU)**

**RE: Application of Existing Collective Agreements to a Provincial Health Authority**

**Preamble**

**On December 4, 2017 as set out in s. 3-4(4)(a) of The Provincial Health Authority and Health Services Act, the Saskatchewan Health Authority became the successor Employer for the twelve (12) former Regional Health Authorities.**

**The current SHA, SAHO and Provider Unions wish to maintain a respectful relationship and recognize the mutual value of joint discussions and/or negotiations in matters pertaining to the application of the collective agreements, and where necessary negotiate a Letter(s) of Understanding.**

**Purpose**

**The purpose of this document is for the parties to:**

- 1. Establish a process to meet to discuss organized and orderly procedures to protect the rights of all parties;**



- 2. Identify and consider the application of the governing collective agreements and come to a common agreement on an understanding of how the collective agreement(s) provisions will be applied within the SHA; and**
- 3. Jointly determine a process for documenting these agreements (e.g. Letters of Understanding) and communicating this information to managers and employees.**

**The parties agree to the following:**

- 1. The parties have a mutual interest in providing quality health care services and maintaining labour relations stability.**
- 2. To meet a minimum of once every three (3) months and discuss application of Collective Agreement provisions and how they will be applied within the new SHA. The first meeting will be held thirty (30) days following the signing of this Letter of Understanding.**

**LETTER OF UNDERSTANDING**

**#34 RE: PROVINCIAL RECRUITMENT AND  
RETENTION ISSUES**

**Letter of Understanding  
Between**

**SASKATCHEWAN HEALTH AUTHORITY (SHA)  
SASKATCHEWAN ASSOCIATION OF HEALTH  
ORGANIZATIONS Inc. (SAHO)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE),  
SERVICE EMPLOYEES INTERNATIONAL UNION – WEST  
(SEIU-West), and  
SASKATCHEWAN GOVERNMENT AND GENERAL  
EMPLOYEES' UNION (SGEU)  
(HEREIN AFTER REFERRED TO AS THE PROVIDER  
UNIONS)**

**RE: Provincial Recruitment and Retention Issues**

- 1. The parties recognize that due to a number of factors the Employer can experience challenges with recruiting and retaining qualified employees in some job classifications. These challenges may be specific to a facility, agency, service, community, geographic area or province wide.**
- 2. The parties agree to jointly review challenges concerning recruitment and retention. This review shall include a review of policies and Collective Agreement(s) provisions which may be causing or creating barriers for recruitment and/or retention of classifications within the Provider Unions.**
- 3. Where the parties agree that there is a recruitment and/or retention challenge, the parties will identify where the challenges exist. This shall include the classification(s) and facilities, agencies, services, communities or geographic areas. The parties will meet provincially to discuss the challenges. The parties commit to evidence based**

**discussions, including relevant information, regarding the challenges.**

- 4. Provincial meetings shall be held no less than two (2) times per calendar year. Additional meetings may be requested by the parties to discuss recruitment and retention issues that arise.**
- 5. This letter of understanding does not replace market supplement, market adjustment processes or any other procedures in the existing collective agreements.**
- 6. Employees attending provincial meetings shall be compensated by their representative organization.**
- 7. This letter of understanding does not preclude an individual union and the Employer from resolving immediate issues within a facility, agency, service or community.**

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**LETTER OF UNDERSTANDING**

**#35 RE: JOINT TRUSTEESHIP OF IN-SCOPE  
EMPLOYEE BENEFIT PLANS**

**Letter of Understanding  
Between**

**SASKATCHEWAN HEALTH AUTHORITY (SHA)  
SASKATCHEWAN ASSOCIATION OF HEALTH  
ORGANIZATIONS Inc. (SAHO)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE),  
SERVICE EMPLOYEES INTERNATIONAL UNION – WEST  
(SEIU-West), and  
SASKATCHEWAN GOVERNMENT AND GENERAL  
EMPLOYEES' UNION (SGEU)**

**Re: Joint Trusteeship of In-Scope Employee Benefit Plans  
Including  
Extended Health Care and Enhanced Dental Benefits Plan  
Core Dental Plan  
Group Life Insurance Plan  
Disability Income Plan (CUPE and SEIU-West)**

**Whereas, for the benefit of the beneficiaries, the parties agree they have a shared objective to achieve joint trusteeship;**

**And, whereas the parties recognize that proper governance of a trust of in-scope employee benefit plans is fundamental to the success of a plan and is in the best interest of the beneficiaries;**

**And, whereas the parties agree the most prudent and efficient manner to manage a trust of in-scope employee benefit plans is through a governance structure that allows for the interest of the beneficiaries to be represented through the parties in a joint trustee arrangement;**

**And, whereas 3sHealth or successor organization will support and facilitate these discussions.**

**The Parties Agree as follows:**

- 1. Commit to work together to achieve joint trusteeship of all in-scope benefit Plans. These efforts shall be informed and supported by utilizing an evidence based approach.**
- 2. Within thirty (30) days of ratification of the Collective Agreements, a Joint Trustee Steering Committee (JTSC) shall be formed and shall operate by consensus.**
- 3. The first order of business for the JTSC shall be to develop the terms of reference for the JTSC for the negotiation of the joint trust agreement or agreements as required. The terms of reference will include consideration of shared principles to guide development of the joint trust agreement or agreements as may be required as well as mechanisms to resolve disputes in the work of the JTSC.**
- 4. The JTSC shall have access to necessary resources, advisors and information the parties need in support of their decision making. The parties commit to a joint presentation to the current trustees with respect to the joint trusteeship establishment and costs incurred thereof. Compensation of the JTSC members shall be the responsibility of the organization that appointed its members. The JTSC shall be made up of two (2) CUPE, two (2) SEIU – West, two (2) SGEU and six (6) Employer representatives. Upon agreement of the signatory parties, additional Health Care Unions shall be invited to participate; upon agreement to participate, committee membership would be adjusted accordingly for both Union and Employer.**
- 5. The JTSC shall make best efforts to produce a joint trust agreement or agreements as may be required, within twelve months of establishing the JTSC, but no later than the end of the terms of the Collective Agreements. The parties agree that the JTSC shall be a joint effort between the JTSC and the parties. Regular, transparent communication shall be required among and between the parties and the JTSC throughout the process.**

- 6. The JTSC shall prepare a preliminary report setting out the joint trust agreement or agreements as may be required, which may include a trustee dispute mechanism, funding policies and any other documents deemed necessary by the JTSC. The parties will negotiate and prepare Letters of Understanding and/or Collective Agreement amendments for each CBA, as necessary. The final report will be turned over to the parties for approval by their own internal processes.**
- 7. All parties signatory to this agreement commit to pursue further education including joint educational opportunities to allow for the pursuit of a joint trust agreement or agreements as may be required, from an informed perspective and common base of understanding.**
- 8. Once joint trusteeship is established, any future changes to the level of benefits shall be agreed to in accordance with the joint trust agreement or agreements as may be required.**
- 9. The newly formed joint trustee board will have the option to select an administrator for all in-scope benefit plans.**
- 10. Funding policies developed by the Joint Trustee Steering Committee shall ensure Extended Health and Enhanced Dental Benefits equivalencies for all health care unions that are signatory to the jointly trusted benefit plan.**

**LETTER OF UNDERSTANDING**

**#36 RE: COMPENSATION FOR THE PROVIDER  
UNIONS**

**Letter of Understanding  
Between**

**Saskatchewan Association of Health Organizations Inc. (SAHO)  
And**

**Saskatchewan Health Authority (SHA)  
And**

**Canadian Union of Public Employees (CUPE),  
Service Employees International Union-West (SEIU-West), and  
Saskatchewan Government and General Employees Union (SGEU)  
(herein after referred to as the Provider Unions)**

**RE: Compensation for the Provider Unions**

**SAHO and the Employers agree to compensate the Provider Unions and their members for increases and improvements as identified below. This Letter of Understanding shall be applied for the term of the Provider Unions' collective agreements (April 1, 2017 – March 31, 2022). This Letter of Understanding expires midnight March 31, 2022.**

**If any of the new collective agreement(s) negotiated with Saskatchewan Union of Nurses (SUN), Health Sciences Association of Saskatchewan (HSAS) and/or Saskatchewan Government and General Employees Union – Saskatchewan Cancer Agency (SGEU-SCA) contain a greater general wage increase in any of the four (4) years (April 1, 2018 – March 31, 2019; April 1, 2019 – March 31, 2020; April 1, 2020 – March 31, 2021; April 1, 2021 – March 31, 2022) than what was agreed to with the Provider Unions, the difference in the percentage of the highest general wage increase will be added on the same year of the Provider Unions collective agreement and will have the same effective implementation date. There will be retroactive application of any such increase.**

**Should SUN, HSAS or SGEU-SCA receive a lump sum payment, the provider unions shall receive the greatest of the lump sum payments for the equivalent time period.**

**If any of the new collective agreement(s) negotiated with Saskatchewan Union of Nurses (SUN), Health Sciences Association of Saskatchewan (HSAS) and/or Saskatchewan Government and General Employees Union – Saskatchewan Cancer Agency (SGEU-SCA) contain increases to shift differential/premium, weekend differential/premium, standby payment/premium and/or the monthly vehicle/car allowance, the difference in the increase for each of the four (4) years (April 1, 2018 – March 31, 2019; April 1, 2019 – March 31, 2020; April 1, 2020 – March 31, 2021; April 1, 2021 – March 31, 2022) will be added on the same year. There will be no retroactive application of any such increase.**

**Notwithstanding the expiry date, should any of the other healthcare unions referenced above achieve any increases and improvements to general wage increase, shift differential/premium, weekend differential/premium, standby payment/premium, and/or the monthly vehicle/car allowance (CUPE 37.03(f), SEIU-WEST 13.14(d) and SGEU 19.01(e)) after March 31, 2022, applicable in any of the four (4) years (April 1, 2018 – March 31, 2019; April 1, 2019 – March 31, 2020; April 1, 2020 – March 31, 2021; April 1, 2021 – March 31, 2022) than what was agreed to with the Provider Unions, such increases and improvements shall be added to the Provider Unions' Collective Agreement(s). This shall also apply to lump sum payments.**

**Increases and improvements experienced as a result of this Letter of Understanding shall be applied permanently to the terms of the Provider Union collective agreement(s).**

**In no instance will the increase(s) be greater than the difference between the Provider Unions compensation for general wage, shift differential/premium, weekend differential/premium, standby payment/premium and monthly vehicle/car allowance (which may include no increase(s)) and the negotiated increase(s) of the highest of the other health care unions referenced above. This shall also apply to lump sum payments.**

**The purpose of this Letter of Understanding is to ensure equitable increases and improvements amongst the Health Care Unions for shift differential/premium, weekend differential/premium, standby**



**payment/premium, and monthly vehicle/car allowance and therefore at no time will this Letter of Understanding result in greater compensation for the Provider Unions than the highest negotiated for SUN or HSAS or SGEU-SCA for the time period of April 1, 2018 to March 31, 2022. This shall also apply to lump sum payments.**

**The following is provided for the purposes of interpretation:**

- a) Should SUN, HSAS or SGEU-SCA receive a \$0.10 increase to shift differential/premium, and the Provider Unions did not receive a change to their shift differential/premium rates, a \$0.10 increase will apply to the Provider Unions shift differential/premium rates.**
- b) Should SUN, HSAS, or SGEU-SCA receive a 2% general wage increase and the Provider Unions received a 1% general wage increase, a further 1% general wage increase for the equivalent time period, including retroactive pay, will apply to the Provider Unions collective agreement general wage increase.**
- c) Should SUN receive a \$0.10 increase to shift differential/premium in 2019-20 and the Provider Unions did not receive a change to their differential/premium rates, a \$0.10 increase will apply to the Provider Unions shift differential/premium rates on the same year SUN receives the increase. If in 2020-21 HSAS receives a \$0.15 increase to shift differential/premium rates, a \$0.05 increase will apply to the Provider Unions shift differential/premium rates on the same year HSAS received the increase. The Provider Unions would receive the additional \$0.05 as that is the highest negotiated rate.**

- d) **Should SUN negotiate a lump sum payment of \$200 in 2019-20 and the Provider Unions did not receive a lump sum payment, a lump sum payment would be paid to the Provider Unions. If in 2020-21 HSAS negotiates a lump sum payment of \$150, there would be no additional lump sum payment made to the Provider Unions as the highest negotiated lump sum payment has already been paid. If in 2020-21 HSAS negotiates a lump sum payment of \$300, the Provider Unions would receive an additional lump sum payment of \$100 as that would equal the highest negotiated lump sum payment.**

DRAFT

## **LETTER OF INTENT**

### **#1 RE: EMPLOYMENT OF FULL-TIME OR PART-TIME EMPLOYEES**

It is the intent of the Employer, that insofar as the efficient operation of the facility is concerned, the Employer will employ as many full-time, then part-time employees as is reasonably possible. The use of casuals shall be kept to a minimum.

## **MEMORANDUM OF INTERPRETATION**

### **Memorandum of Interpretation**

Following an award of a Board of Arbitration chaired by Catherine Zuck, Q.C., dated 8 July 2011, SEIU-West and SAHO Inc. provide the following interpretation clarification which shall apply when an organizational change and/or reorganization of work involves a merger, transfer or consolidation of work in which employees from one or more locations (the “relocated employees”) are merged or transferred or otherwise relocated to a pre-existing workforce at another location.

The employees employed in the pre-existing workforce at another location prior to the organizational change or reorganization of work are referred to in this interpretation clarification as the “receiving employees”.

When an organizational change or reorganization is contemplated in which the relocated employees are relocated to the workplace where the receiving employees are employed, the relocating employees and receiving employees will be merged into a single seniority list.

In order of the merged seniority list, the relocated employees shall have the choice between (1) retaining a position in their classification, to the extent that such positions are available, or (2) exercising their rights under Article 12.

In the order of the merged seniority list, the receiving employees shall retain a position in their classification in their facility to the extent such positions are available. Only where no such positions are available in

their classification in their facility, or where the hours of work of pre-existing positions of the receiving employees are reduced, shall receiving employees have the option to exercise their rights under Article 12.

This Memorandum of Interpretation shall remain in force and effect until and unless the language contained in the current LOU #11, as set out in the SEIU-West/SAHO Inc. Collective Agreement (April 1, 2012 to March 31, 2017) is amended, modified, added to or deleted.

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## **APPENDIX I**

"BETTER THAN PROVISIONS" regarding payout of unused sick leave to remain for Royal University Hospital, Saskatoon:

Employees engaged prior to April 1, 1974, who are superannuated after five (5) or more years of continuous service with the Hospital, shall receive a severance allowance amounting to one-third (1/3) of unexpended sick leave credits, \*for the purpose of this clause, the maximum pay that an employee may receive shall not exceed two (2) months. For those employees engaged prior to January 1, 1986, severance pay provisions for terminating employees shall be cancelled by the one-time payout in 1976 of the benefit as calculated at December 31, 1975. Accumulated sick leave credits for these employees shall remain unchanged except for the purpose of calculating the appropriate amount of severance allowance on superannuation.

\*For those employees engaged prior to January 1, 1966, sick leave credits for the purpose of calculating the appropriate severance allowance on superannuation, shall be calculated from January 1, 1976. The formula to be employed shall be as follows:

Sick leave credits earned after January 1, 1976, less sick leave credits utilized after January 1, 1976, equals SICK LEAVE ACCUMULATED FOR SEVERANCE ALLOWANCE CALCULATION.

## **APPENDIX II**

Accumulation of Sick Leave (working days) better than Provincial Agreement provisions to remain in each:

One point five (1.5) days/month accrual: Moose Jaw Union Hospital, Shaunavon Union Hospital, Cypress Regional Hospital, Unity and District Health Centre.

Effective July 1, 1999, sick leave shall accumulate to a maximum of one hundred and sixty (160) working days. Better-than accrual rates shall be

maintained. Employees who enjoyed unlimited accumulation and those with more than one hundred and sixty (160) days shall retain their accrued credits as of June 30, 1999. At any time that employees who hold sick leave credits beyond one hundred and sixty (160) days should fall below that level, they shall accumulate credits only to the one hundred and sixty (160) day maximum. When an employee moves to another site via District posting their accumulation shall be protected but their accrual rate shall be as per the new site.

### **APPENDIX III**

#### **1) FORMER SGEU/PSC EMPLOYEE/POSITIONS**

- a) Full-time employees working in positions where one thousand eight hundred and seventy-two (1872) hours per year apply shall retain these hours of work and shall be considered as full-time for benefit entitlement and premiums. These positions shall be posted and filled on this basis where required.
- b) The normal full-time hours of work shall be eight (8) hours per day, (seventy-two (72) hours bi-weekly pay period) Monday to Friday 8:00 A.M. - 5:00 P.M. The one (1) hour lunch break shall continue unless mutually agreed otherwise. The fifth (5<sup>th</sup>) day of rest shall be scheduled in conjunction with regular or Stat days off or on a day which is mutually agreed.
- c) Employees shall be entitled to a half (½) increment upon completion of nine hundred and thirty-six (936) hours consistent with Article 18.01.

#### **2) FORMER GRANDFATHERED HOME CARE EMPLOYEES (SGEU/SAHO) CBA APRIL 1, 1995 - MARCH 31, 1998**

Full-time employees on staff as of May 16, 1996, shall continue to work within the 8:00 A.M. - 5:00 P.M. times Monday to Friday except as mutually agreed otherwise.

- 3) All of the foregoing provisions shall apply unless mutually agreed to otherwise between the Union and the Employer.

## APPENDIX IV

### **DOWNGRADING OF FACILITY POWER PLANTS – ACUTE**

Where facility power plant requirements under statutory regulations are downgraded, employees who maintain their employment in the Energy Centre or equivalent shall maintain their rate of pay as per Article 17.04 relative to the power engineering certification level for which they were hired. New employees in the facility shall be hired at the classification with the power engineering certification according to the statutory certificate required by the facility.

## APPENDIX V

### **BETTER THAN VACATION PROVISIONS**

A. In accordance with Article **16.10**, the following vacation credit entitlements shall be retained by employees on staff prior to April 1, 1999, and the provisions of Article 16.05 shall be modified accordingly:

- 1) **SGEU/PSC AND CUPE 600 (MIDWEST, MOOSE MOUNTAIN, SASKATOON DISTRICT HEALTH, NORTHEAST AND PIPESTONE DISTRICT HEALTH):**
  - i) During the first (1<sup>st</sup>) and subsequent years including the seventh (7<sup>th</sup>) 15 working days per year (1 1/4) days per month worked;
  - ii) During the eighth (8<sup>th</sup>) and subsequent years including the fourteenth (14<sup>th</sup>) 20 working days per year (1 2/3) days per month worked;
  - iii) During the fifteenth (15<sup>th</sup>) and subsequent years including the twenty-fourth (24<sup>th</sup>) 25 working days per year (2 1/12) days per month worked;
  - iv) During the twenty-fifth (25<sup>th</sup>) and subsequent years 30 working days per year (2 1/2) days per month worked.

**2) SASKATOON DISTRICT HEALTH - FORMER OUT OF SCOPE EMPLOYEES:**

- i) During the first (1<sup>st</sup>) and subsequent years including the fourth (4<sup>th</sup>) 20 working days per year (1 2/3) days per month worked;
- ii) During the fifth (5<sup>th</sup>) and subsequent years including the nineteenth (19<sup>th</sup>) 25 working days per year (2 1/12) days per month worked;
- iii) During the twentieth (20<sup>th</sup>) and subsequent years 30 working days per year (2 ½) days per month worked.

**3) MIDWEST DISTRICT HEALTH - FORMER OUT OF SCOPE EMPLOYEES:**

- i) During the first (1<sup>st</sup>) and subsequent years including the third (3<sup>rd</sup>) 15 working days per year (1 ¼) days per month worked;
- ii) During the fourth (4<sup>th</sup>) and subsequent years including the fourteenth (14<sup>th</sup>) 20 working days per year (1 2/3) days per month worked;
- iii) During the fifteenth (15<sup>th</sup>) and subsequent years including the twenty-fourth (24<sup>th</sup>) 25 working days per year (2 1/12) days per month worked;
- iv) During the twenty-fifth (25<sup>th</sup>) and subsequent years 30 working days per year (2 ½) days per month worked.

**4) LIVING SKY DISTRICT HEALTH - FORMER OUT OF SCOPE EMPLOYEES:**

- i) During the first (1<sup>st</sup>) and subsequent years including the tenth (10<sup>th</sup>) 20 working days per year (1 2/3) days per month worked;
- ii) During the eleventh (11<sup>th</sup>) and subsequent years including the twenty-fourth (24<sup>th</sup>) 25 working days per year (2 1/12) days per month worked;
- iii) During the twenty-fifth (25<sup>th</sup>) and subsequent years 30 working days per year (2 ½) days per month worked.



**5) MOOSE JAW/THUNDER CREEK - FORMER OUT OF SCOPE EMPLOYEES:**

- i) During the first (1<sup>st</sup>) and subsequent years including the fourteenth (14<sup>th</sup>) 20 working days per year (1 2/3) days per month worked;
- ii) During the fifteenth (15<sup>th</sup>) and subsequent years including the twenty-fourth (24<sup>th</sup>) 25 working days per year (2 1/12) days per month worked;
- iii) During the twenty-fifth (25<sup>th</sup>) and subsequent years 30 working days per year (2 ½) working days per month worked.

**6) PIPESTONE - FORMER OUT OF SCOPE EMPLOYEES:**

- i) During the first (1<sup>st</sup>) and subsequent years including the third (3<sup>rd</sup>) 15 working days per year (1 ¼) days per month worked;
- ii) During the fourth (4<sup>th</sup>) and subsequent years including the eighth (8<sup>th</sup>) 20 working days per year (1 2/3) days per month worked;
- iii) During the ninth (9<sup>th</sup>) and subsequent including the nineteenth (19<sup>th</sup>) 25 working days per year (2 1/12) days per month worked;
- iv) During the twentieth (20<sup>th</sup>) and subsequent years 30 working days per year (2 ½) days per month worked.

- Clerical Position Moosomin Union Hospital:

- i) During the first (1<sup>st</sup>) and subsequent years including the third (3<sup>rd</sup>) 20 working days per year (1 2/3) days per month worked;
- ii) During the fourth (4<sup>th</sup>) and subsequent years including the fifteenth (15<sup>th</sup>) 25 working days per year (2 1/12) days per month worked;
- iii) During the sixteenth (16<sup>th</sup>) and subsequent years 30 working days per year (2 ½) days per month worked.

**7) GREENHEAD – FORMER OUT OF SCOPE EMPLOYEES:**

- i) During the first (1<sup>st</sup>) and subsequent years including the third (3<sup>rd</sup>) 20 working days per year (1 2/3) days per month worked;
- ii) During the fourth (4<sup>th</sup>) and subsequent years including the nineteenth (19<sup>th</sup>) 25 working days per year (2 1/12) days per month worked;
- iii) During the twentieth (20<sup>th</sup>) and subsequent years 30 working days per year (2 ½) days per month worked.

**8) ROLLING HILLS – FORMER OUT OF SCOPE EMPLOYEES:**

- i) During the first (1<sup>st</sup>) and subsequent years including the fourth (4<sup>th</sup>) 15 working days per year (1 ¼) days per month worked;
- ii) During the fifth (5<sup>th</sup>) and subsequent years including the fifteenth (15<sup>th</sup>) 20 working days per year (1 2/3) days per month worked;
- iii) During the sixteenth (16<sup>th</sup>) and subsequent years including the twenty-ninth (29<sup>th</sup>) 25 working days per year (2 1/12) days per month worked;
- iv) During the thirtieth (30<sup>th</sup>) and subsequent years 30 working days per year (2 ½) days per month worked.

**9) SOUTH WEST – FORMER OUT OF SCOPE EMPLOYEES:**

- i) During the first (1<sup>st</sup>) and subsequent years including the fifth (5<sup>th</sup>) 15 working days per year (1 ¼) days per month worked;
- ii) During the sixth (6<sup>th</sup>) and subsequent years including the eighteenth (18<sup>th</sup>) 20 working days per year (1 2/3) days per month worked;
- iii) During the nineteenth (19<sup>th</sup>) and subsequent years including the twenty-ninth (29<sup>th</sup>) 25 working days per year (2 1/12) days per month worked;

iv) During the thirtieth (30<sup>th</sup>) and subsequent years 30 working days per year (2 ½) days per month worked.

**B.** Effective May 1, 1999, all employees previously covered by the:

i) HSAS Collective Bargaining Agreement;

ii) CUPE 59 Collective Agreement;

iii) Midwest and Greenhead terms for former out-of-scope employees; shall have vacation credit accrual rates based upon continuous years of service. There is no retroactive calculation for this benefit prior to May 1, 1999.

**C.** Any employee who moves to the SEIU-West provisions currently having a vacation credit entitlement greater than the SEIU-West provisions shall retain their present vacation accrual entitlements and shall be entitled to move to the next vacation accrual rate in accordance with the provisions of Article 16.

**D.** Should a vacation pattern not in compliance with Article 16 be identified subsequent to the signing of this Letter, the parties shall meet to discuss the inclusion into Appendix V on Article 16.

## **APPENDIX VI**

### **Saskatoon Convalescent Home Memorandum of Agreement provisions.**

The parties agree to follow the provisions of the Memorandum of Agreement as between Saskatoon Convalescent Home and SEIU Local 333 dated October 8, 1982 and reconfirmed June 21, 1989 , as per the attached MOA document and based upon the following agreed upon modifications.

RE: Continuance of Memorandum of Agreement between Saskatoon Convalescent Home & SEIU Local 333

#### **Paid Holidays**

The parties agree to recognize 'the day of the employee's birthday' as a Paid Holiday in addition to those Statutory Holidays prescribed in Article 14.01 of the SEIU/SAHO collective agreement. It shall be understood that all employees of the Saskatoon Convalescent Home shall continue to receive a day off with pay (at regular rate of pay) in lieu of the employees birthday or alternatively, any employee who is scheduled to work on the day of the employees birthday shall receive such day off with pay (at regular rate of pay).

#### **Payment of Wages**

It is agreed that all employees will continue to be paid actual earnings as per Article 17.02 of the SEIU/SAHO collective agreement.

#### **Long Service Pay**

Long service pay shall continue and be maintained for the six identified employees who remain employed at the Saskatoon Convalescent Home as per the original terms of the Memorandum of Agreement.

The parties further agree that these local issues shall become part of the Master Agreement, inserted under NEW Appendix VI, as they relate to the Saskatoon Convalescent Home.

**APPENDIX VII  
FINAL ADJUDICATION OF DISABILITY PLAN APPEALS**

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

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

The parties hereby agree to the following:

With respect to the **3sHealth** Disability Income Plans, there shall be a final independent adjudication of Disability Income Plan appeals established in accordance with the following principles and provisions:

- a) **3sHealth's** present internal appeal process shall remain in place;
- b) Written request for final independent adjudication, or notice of intent to request a final independent adjudication, must be received within 60 calendar days after **3sHealth's** final internal appeal decision is communicated in accordance with current practice;
- c) The 60 calendar day time limit may be waived upon mutual agreement between **3sHealth** and the union(s) where extenuating circumstances are presented;
- d) Employees whose final internal appeal decision from **3sHealth** is dated from April 1, 2002 to the date of signing of this agreement, shall have 60 days from the date of signing of this agreement to request a final independent adjudication of their claim.

- e) An “agreed to” form shall be developed and made available to facilitate appellant request for adjudication;
- f) The current “Your Right to a Review” pamphlet and the **3sHealth** Disability Income Plan Texts shall be amended to include the final independent adjudication process;
- g) **3sHealth** Group Life Insurance Plan coverage shall be provided on a waiver of premium basis upon receipt of a request for final independent adjudication within the 60 day time limit and Saskatchewan Government Employees’ Union be maintained up to the date of the Adjudicator’s decision;
- h) **3sHealth** shall deliver the appellant’s entire disability claim file to the Adjudicator within five (5) working days of the receipt of the written request for final independent adjudication. All material in the appellant’s file in **3sHealth’s** possession shall be forwarded to the Adjudicator;
- i) The appellant has the right to review the entire disability claim file at any time prior to delivery of the file to the Adjudicator. Copies of documents shall be provided to the appellant upon request;
- j) The parties shall agree on the initial selection of Adjudicator(s);
- k) A committee, separate from the provincial Employee Benefits Committee, shall have responsibility for the ongoing monitoring, evaluation, appointment and retention of the Adjudicator(s);
- l) The above committee shall meet twice a year in Regina and shall consist of twelve members: six employer representatives, plus one representative from each of CUPE, SEIU, SUN, HSAS, SGEU and RWDSU;
- m) **3sHealth** shall provide copies of all decisions of the Adjudicator (ensuring all personal identifying data is removed) to the members of the above committee on an “as they occur” basis for the initial six months from implementation of the final independent adjudication process. After the initial six months,

copies shall be provided to the twelve members as a “package” prior to each scheduled meeting of the provincial Employee Benefits Committee;

- n) The appellant may submit any written documentation or material in support of his/her claim within five (5) working days of submission of request for final independent adjudication. Such time to submit supporting documentation or material may be extended upon request of the appellant;
- o) Cost of the final independent adjudication shall be borne by the respective **3sHealth** Disability Income Plan fund;
- p) The Adjudicator’s review shall be based on written documentation only. Adjudication shall be held in abeyance if medical evidence in support of a request for final independent adjudication is provided to the Adjudicator which was not made available, or was not available, to **3sHealth** prior to the completion of the final stage of **3sHealth’s** internal appeal process;
- q) The Adjudicator’s review shall be held in abeyance where a statement of claim is issued or upon submission of a grievance, and will be terminated upon final determination of either a statement of claim or grievance or where the appellant withdraws their appeal in writing. If the appellant issues a Statement of Claim and then files a Notice of Discontinuance, the appeal before the Adjudicator may continue. If the appellant withdraws the grievance, the appeal may continue;
- r) The Adjudicator shall operate under the agreed to Terms of Reference for the Adjudicator;
- s) Decisions of the Adjudicator shall be reached and communicated to the appellant and/or the appellant’s representative (on receipt of written authorization), and **3sHealth** in accordance with the agreed to Terms of Reference for the Adjudicator;
- t) Decisions of the Adjudicator shall be final and binding on **3sHealth’s** Disability Income Plans;

- u) **3sHealth** shall not appeal any decision of the Adjudicator to the Court of Queen’s Bench;
- v) The decision of the Adjudicator shall not be final and binding on the appellant;
- w) The appellant may appeal the decision to the Court of Queen’s Bench.

**APPENDIX VIII  
PROVIDER GROUP JOINT JOB EVALUATION**

**Memorandum of Agreement**

**Between**

**CUPE, SEIU, SGEU**

**And**

**SAHO**

**1. Implementation**

	<b>Total Pay Equity Adjustment as a % of Straight-Time Payroll</b>	<b>Eligible Employees</b>	<b>Employees Furthest from the Line</b>
April 1, 2001	0%	0%	0%
April 1, 2002	0%	0%	0%
April 1, 2003	3%	1%	Remainder
April 1, 2004	3%	1%	Remainder
April 1, 2005	3%	1%	Remainder
April 1, 2006	3%	1%	Remainder
April 1, 2007	Remainder		



**2. Wage Schedules**

As per Attachment A.

**3. Red Circled Salaries**

All incumbents in recognized red-circled jobs shall be paid one hundred percent (100%) of any negotiated wage and benefit increases.

**4. Market Supplement Letter of Understanding**

As per Attachments.

**5. Retroactivity**

Employees who are eligible for retroactive pay for the period of April 1, 2001 to March 31, 2003, and on staff as of date of signing shall receive a one time payment in lieu of the retroactive pay.

Employees who are eligible for retroactive pay and who have retired during the period April 1, 2001 to March 31, 2003 shall receive a one time payment in lieu of the retroactive pay.

Payment shall be based on the following:

- Payment of \$1000 per full time employee based on regular hours worked during the period April 1, 2002 to March 31, 2003 inclusive of paid leaves of absence.
- Payment shall be prorated for Other Than Full Time employees based on regular hours worked during the period April 1, 2002 to March 31, 2003 inclusive of paid leaves of absence.

This amount will be subject to federal and provincial statutory deductions only.

In accordance with the Implementation Schedule, eligible employees, who are on staff as of date of signing of this Memorandum of Agreement, including Retirees, shall receive retroactive pay based on hours worked at regular time for the

period April 1, 2003 to the implementation of the new 2003 JJE wage rate.

**6. Previous Evaluation Plan(s)**

The Joint Job Evaluation plan replaces all previous classification plans, (i.e. CWS).

**7. Steps**

Each new pay-band will have three steps. Movement from current step to the new step structure is in accordance with the following table:

Current 7 Step Grid		Current 6 Step Grid		Current 5 Step Grid		Current 4 Step Grid		Current 3 Step Grid	
From	To	From	To	From	To	From	To	From	To
7	3								
6	3	6	3						
5	3	5	3	5	3				
4	3	4	3	4	3	4	3		
3	3	3	3	3	3	3	3	3	3
2	2	2	2	2	2	2	2	2	2
1	1	1	1	1	1	1	1	1	1

- In no case would an employee receive a rate of pay lower than their current rate of pay as of date of signing.
- Anniversary dates of all employees remain unchanged.
- Employees shall be placed in a step that would provide a rate of pay equal to or greater than their present rate of pay.

**8. Implementation Adjustments**

**8.1 Blended jobs**

Employees working in an existing blended position (i.e. LPN/EMR) shall be assigned two (2) rates of pay (if applicable). In no case shall employees working in an existing blended position (i.e. EMR/EMT) experience a reduction in pay when working in that part of the position which has a lower preponderance of hours worked.

## **8.2 Non-Qualified Incumbents**

Effective date of signing, all employees shall be grandfathered with qualification equivalent to that of the classification in which they have been placed.

### **Licensed Incumbents**

Individuals who do not meet the qualifications for a classification into which they have been placed shall be grandfathered into that classification: however, if they wish to move to another permanent position within that classification they will be required to meet the qualifications of that classification.

## **9. Ratification**

The parties acknowledge that implementation of the terms contained herein are subject to ratification by all parties to this agreement.

This Agreement, including the maintenance of the joint job evaluation plan and any future Collective Agreements, shall comply with the terms of the Government of Saskatchewan Policy Framework on Equal Pay for Work of Equal Value and Pay Equity.

**Letter of Understanding  
Between  
Saskatchewan Association of Health Organizations (SAHO)  
And  
Service Employees International Union (SEIU)  
Locals 299, 336, 333**

## **Re: Market Supplement Program**

### **I. Market Supplement Implementation**

It is agreed, employers and/or SEIU will identify areas/classifications where skill shortages have or may impede future service delivery. Either party may submit a recommendation to the SAHO Market Supplement Review Committee. For the implementation of a market supplement wage rate the following provisions shall apply:

1. The Market Supplement Review Committee must request market information from employers within (15) days of the date that the request is submitted to the Committee.
2. The Market Supplement Review Committee shall render its decision within forty-five (45) working days of the date the Committee requests labour market information from SAHO's employer membership. If the SAHO Market Supplement Review Committee fails to act or render its decision within the above timeframes, the issue of a market supplement shall be referred to adjudication as set out below.
3. The Market Supplement Review Committee shall fully disclose to SEIU the reasons for its determination of a market supplement request at the time the decision is rendered. Such disclosure shall include the Market Supplement Review Committee's final report and, upon request of SEIU, labour market information submitted by SAHO or SAHO's employer membership to the Market Supplement Review Committee, including but not limited to documents containing information on service delivery, turnover rates, vacancy rates, recruitment issues and salary market conditions. Should the Market Supplement Review Committee fail to act or render a decision, or if SEIU disagrees with the decision, within the timeframes in I (2), this disclosure shall occur upon receiving notice of referral to adjudication from SEIU.

## **II. Market Supplement Adjudication**

1. The determination of market supplement wage rates shall be subject to negotiation between SEIU and SAHO.
2. Where agreement on a market supplement wage rate cannot be reached by SEIU and SAHO, or where the SAHO Market Supplement Review Committee does not recommend that a classification receive a market supplement either expressly or in a timely manner, the

matter may be referred to an adjudicator, Beth Bilson, for final determination. In the event that Beth Bilson is not available to conduct the adjudication and render a decision within the time frames identified below, the matter shall be referred to an alternate adjudicator who is mutually acceptable to both SEIU and SAHO.

3. The Market Supplement Adjudicator shall hear the matter within twenty-eight (28) calendar days of it being referred.
4. In the case of review on the matter of whether a market supplement is appropriate, both SEIU and SAHO shall be limited to presenting only the following labour market review criteria: service delivery impacts, turnover rates, vacancy rate analysis, recruitment issue analysis and salary market conditions.
5. The jurisdiction of the Market Supplement Adjudicator in determining a market supplement wage rate, or determining whether or not a market supplement is appropriate, shall be limited to the labour market criteria as listed above.
6. In the case where a market supplemented wage rate is disputed, both SEIU and SAHO shall present a proposed market supplemented wage rate, and shall be entitled to present supporting written documentation. Witnesses shall not be utilized in the hearing.
7. The Market Supplement Adjudicator in determining a market supplement wage rate or determining whether or not a market supplement is appropriate shall be limited to choosing SEIU or SAHO's final position.
8. The Market Supplement Arbitrator's decision shall be published within seven (7) calendar days of the hearing. Sufficient detail to explain the rationale for the decision shall be included in the written decision. The decision shall be final and binding on the parties and will not be subject to appeal.

9. SEIU and SAHO will equally share the costs of fees and expenses of the Market Supplement Adjudicator.

### **III. Market Supplement Eligibility and Review**

1. Market supplemented wage rates shall be payable to all eligible employees in the wage schedules classification, subject to paragraphs three (3) and four (4) below.
2. Employees shall be eligible for the above market supplement wage rates if they are employed on the date the market supplement becomes effective, or if they are hired after the date the market supplement becomes effective.
4. The market supplement wage rates shall be reviewed annually from the date of agreement reached by SEIU and SAHO, or the Market Supplement Adjudicator. Should market conditions change so that a review sooner than the annual one is required, the SAHO Market Supplement Review Committee shall undertake such review. Disclosure to SEIU shall be undertaken by the Committee in accordance with I (3).
  - a. If the Market Supplement Review Committee determines that a further market supplement is warranted, then SEIU and SAHO shall meet to negotiate the new market supplement rate, or failing same, will refer the matter to an adjudicator in accordance with the provisions outlined in II (2) through II (9).
  - b. If it is determined by the Market Supplement Review Committee or an Adjudicator that a market supplement rate is no longer needed, then the market supplement wage rate shall be frozen and existing and newly hired employees shall be entitled to the market supplemented wage rates until such time as the Collective

Agreement wage schedule rate matches or exceeds it.

- c. It is understood that the market supplemented wage rate is separate to the Collective Agreement Wage Schedule and is not subject to economic increases or classification adjustments during the term of the Collective Agreement. However, this will not preclude an annual market supplement review and if applicable, a market supplemented wage increase may be provided that could include an economic increase.
4. Market supplement 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.
5. Should SEIU or SAHO wish to modify or discontinue the terms or conditions of this Letter of Understanding, the party wishing to do so will provide the other party with ninety (90) days notice of the change or discontinuation. The parties shall meet within fourteen (14) calendar days from notification to discuss the matter.

**APPENDIX IX  
PROVIDER GROUP JOINT JOB EVALUATION  
MAINTENANCE PLAN**

*HISTORICAL DOCUMENT ONLY/FOR HISTORICAL PURPOSES  
ONLY*

*The parties hereby agree to follow the provisions of the Multi-Party Memorandum of Agreement regarding the Provider Group Joint Job Evaluation Maintenance Plan as set out below:*

**Letter of Understanding  
Between  
CUPE, SEIU, SGEU  
And  
SAHO**

**Re: Joint Job Evaluation Maintenance Plan**

**I JOINT JOB EVALUATION MAINTENANCE COMMITTEE  
(JJEMC)**

1. The parties shall maintain a joint Union/Management maintenance committee.
  - a) The committee shall be gender neutral and consist of twelve (12) members; at least 50% of which must be women.
  - b) The committee membership shall be two (2) CUPE, two (2) SEIU, two (2) SGEU and six (6) Employer representatives.
  - c) One (1) CUPE, one (1) SEIU, one (1) SGEU and three (3) Employer members shall be necessary for a quorum.
  - d) Committee members shall be rotated with the objective that the typical term of service is two (2) years.
2. The individual who will assist the Joint Job Evaluation Maintenance Committee (JJEMC) will be jointly selected by the Unions and SAHO and be compensated by SAHO.



3. The JJEMC members, the Assistant and others that work with the Plan shall be trained on the application of the Plan and in the principles of "Equal Pay for Work of Equal Value".
4. The JJEMC will be responsible for receiving all job data. The JJEMC will review the job data for completeness, perform a job analysis, consolidate the data and rate the jobs.
5. The JJEMC will maintain the integrity of the Plan.
6. The JJEMC will conduct research necessary to carry out its duties.
7. The JJEMC will be responsible for maintaining all Plan documentation as well as recording, in writing, the group consensus rationale and unanimous agreements.
8. The JJEMC shall operate by consensus and shall meet when necessary but at least once every two (2) months.
9. If the JJEMC cannot reach consensus on any matter, it will be dealt with pursuant to the Dispute Resolution Process.
10. JJEMC members shall excuse him or herself from the maintenance process for a position where the committee or a member has identified a conflict of interest.

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

- \* In their Job
  - \* Encumbered by family members or personal friends
  - \* For which they have declared a bias for, or against, and
  - \* For which they are the immediate in-scope or out-of-scope supervisor.
11. The costs of the Joint Job Evaluation Maintenance Committee (JJEMC) will be born by SAHO.

## **II THE ROLES AND AUTHORITY OF THE MAINTENANCE COMMITTEE**

12. Monitors and makes recommendations to the Bargaining Committee to ensure that negotiated wage settlements do not widen the wage gap or undermine equitable compensation practices and equitable wage relationships.
13. Maintains the Job Fact Sheet and Job Descriptions and modifies them as required from time to time.
14. Develops and maintains an educational program regarding the principles of the plan and how it works.
15. Recommends changes to Job Evaluation factors and weights to the parties, as required.
16. Maintains the notes to raters through additions or amendments of notes.
17. Develops a process, in accordance with pertinent Collective Bargaining Agreements, to evaluate all changed and new jobs following the general principles outlined in the attached flow chart.
18. Endeavours to review 20% to 25% of all jobs each year with priority given to jobs that have changed or jobs that have not been reviewed for some time.
19. Provides the Employers' and the Unions' current job descriptions and other data that constitutes the Plan.
20. Rates new and changed jobs.
21. Upholds the integrity of the Plan through the adjudication of disputes regarding the assignment of factor ratings to the job assignment. In this regard, management members of the panel do not represent nor advocate for Employers and the Union members do not represent nor advocate for the employee.

22. Questions information presented to determine if it meets the requirements in the notes to raters and the intent of the degree definition within the factor.
23. Ensures, where necessary, that information presented is verified as legitimate duties and responsibilities of the job assignment. The JJEMC has the authority to obtain information through questioning and written documentation, to substantiate any statements.
24. Only the JJEMC shall be authorized to sign off the classification level of any job within the plan.
25. Employees and Supervisors have the right to have initial rating decisions reconsidered; upon reconsideration, all decisions made by the JJEMC will be final and binding.
26. Annually reviews and reports to the parties on the use of market-driven adjustments as per Government of Saskatchewan Policy Framework.

### **III JOINT JOB EVALUATION COMMITTEE ASSISTANT**

27. The Assistant will work with Employer Human Resource Departments and Local Unions to determine if existing job descriptions and job ratings can be applied to New Job or Changed Job (Reclassification) requests.
28. The Assistant will assist the Employer Human Resource Departments and Local Unions to determine interim wage rates in order to post new jobs.
29. The Assistant will forward, all information regarding specific requests under articles 27 and 28 of this agreement, to the JJEMC for review.
30. The Assistant will also conduct research, assist with problem solving, provide administrative support (book meetings, record, keep and update databases, administration, documentation, etc.), ensure all parties are made aware of the JJEMC yearly

program and perform other duties determined by the JJEMC Committee.

#### **IV JOB RATINGS**

In the application of the Manual, the following general rules shall apply:

31. It is the content of the job, and not the performance of the employee(s) that is being rated.
32. Jobs are rated without regard to existing wage rates.
33. Jobs are not rated and ranked by comparing the specific requirements of the job to the sub-factor definition, guidelines and explanations and notes to raters.
34. Each job will be rated relative to and consistent with all other jobs rated under the Manual.
35. The factors and sub-factors must have an impact on all jobs being rated.
36. A factor rating cannot be adjusted if the duties or responsibilities have been credited in another factor, as this would represent bias due to double crediting.
37. Errors in rating shall be corrected and are not precedent setting.
38. Rating decisions shall include a "sore thumbing" process to ensure consistency in Committee decisions.

#### **V INITIATING THE REVIEW OF A NEW JOB**

39. When the Employer creates a new job, the supervisor will complete a Job Review Request Form and a Job Fact Sheet based upon the qualifications and/or the duties proposed for the job. The foregoing will be submitted to the appropriate Human Resources Department.

40. Within five (5) working days, the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.
41. Within fourteen (14) working days, the Human Resources Department and Local Union will arrange to meet with the JJEMC Assistant to determine if an existing job description and profile are appropriate. All material will be forwarded to the JJEMC for review.

NOTE: The posting of a new position will not be delayed by a JJEMC review. The Human Resources Department and the Local Union with the assistance of the JJEMC Assistant will establish an interim wage rate in order that the new job may be posted immediately.

42. If the Human Resources Department and the Local Union, with the assistance of the JJEMC Assistant agree that an existing job description and job rating are appropriate, the job will be posted and an appointment made.

- 42.1 After six (6) months the Human Resources Department will provide the job description and profile to incumbent and supervisor for signoff.

- 42.2 If, after six (6) months but not later than twelve (12) months, either the supervisor or incumbent do not sign off, the incumbent will complete a Job Fact Sheet, the supervisor will comment and the Job Fact Sheet will be forwarded to the JJEMC for review.

43. If the Human Resources Department and the Local Union, with the assistance of the JJEMC Assistant do not agree that an existing job description and job rating are appropriate, the Job Fact Sheet and job description will be forwarded to the JJEMC for review.

NOTE: The posting of a new position will not be delayed by a JJEMC review. The Human Resources Department and

Local Union with the assistance of the JJEMC Assistant will establish an interim wage rate in order that the new job may be posted immediately.

- 43.1 After six (6) months the Human Resources Department will provide the job description and profile to incumbent and supervisor for signoff.
- 43.2 If, after six (6) months but not later than twelve (12) months, either the supervisor or incumbent do not sign off, the incumbent will complete a Job Fact Sheet, the supervisor will comment and the Job Fact Sheet will be forwarded to the JJEMC for review.
- 43.3 Also see the attached flow chart titled "Maintenance Procedure New Job".

## **VI INITIATING THE REVIEW OF A CHANGED JOB (RECLASSIFICATION)**

- 44. Either an employee or supervisor may complete a Job Review Request Form, a Job Fact Sheet and changes to the job description if they believe qualifications and/or the duties of a job has changed. The foregoing will be submitted to the appropriate Human Resources Department.
- 45. Within five (5) working days the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.
- 46. Within fourteen (14) working days, the Human Resources Department and the Local Union will arrange to meet with the Assistant, to determine if the job has changed sufficiently to warrant a review. The three (3) groups will determine if there is an existing job description and job rating that are appropriate. The material will be forwarded to the JJEMC for review.
- 47. If the Human Resources Department, the Local Union and the Assistant agree that an existing job description and job rating are appropriate, the job will be reclassified immediately and the

employee and the supervisor notified. The material will be forwarded to the JJEMC for review.

48. If the Human Resources Department and the Local Union with the assistance of the JJEMC Assistant cannot agree that an existing job description and job rating are appropriate, the material will be forwarded to the JJEMC for review.
49. If the first review is done by the JJEMC and the incumbent and/or supervisor do not sign off either or both may submit more information to the JJEMC for review.
  - 49.1 Any adjustment in pay rates will be effective the date the Review Request Form was received by the Human Resources Department.
  - 49.2 Also, see attached flow chart titled "Maintenance Procedure Reclassification".

## **VII DISPUTE RESOLUTION**

50. Failing consensus following the mediation stage, the JJEMC shall refer unresolved disputes to a Dispute Resolution Tribunal.
51. The Dispute Resolution Tribunal is comprised of one (1) Employer-appointed representative, one (1) Union-appointed representative and Chair chosen by the parties from a mutually agreed to list.
52. The jurisdiction of the Dispute Resolution Tribunal shall be limited to the matter in dispute as referred to by the JJEMC.
53. The decision of the Dispute Resolution Tribunal shall be final and binding upon the parties.
54. The parties further agree that this Dispute Resolution protocol must be timely and cost-effective.

## **VIII INFORMATION TO THE PARTIES**

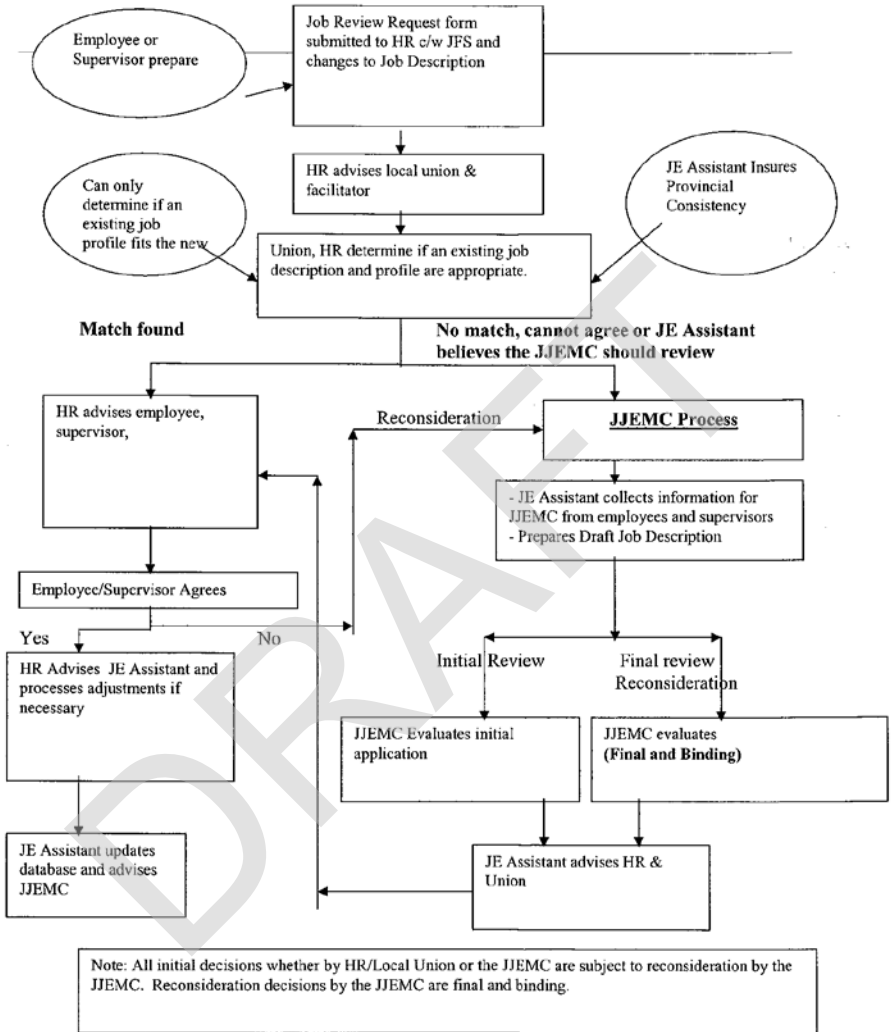
55. The JJEMC will provide the parties with a quarterly report containing the following information:

- > A summary of all reconsideration requests received this quarter.
- > A summary of all reconsideration requests carried forward from previous quarter.
- > A summary of all decisions.
- > Changes to the Provincial Job Fact Sheets and Job Descriptions.

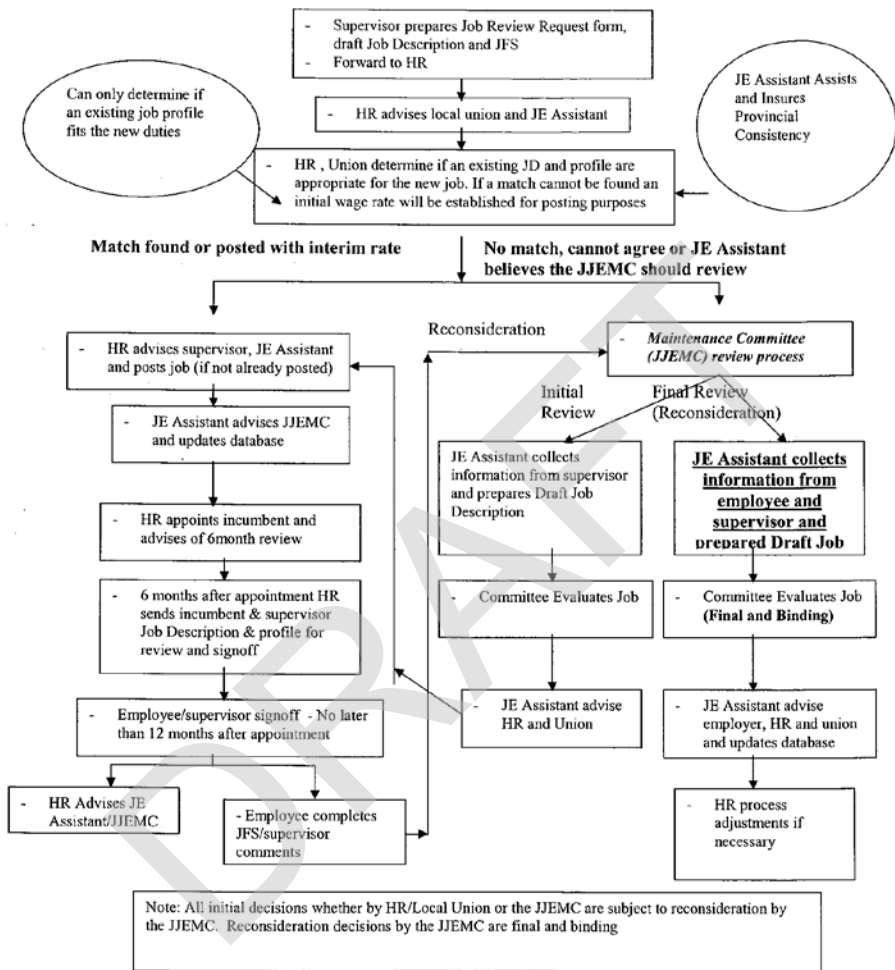
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## Maintenance Procedure Changed Job (Reclassification)



### Maintenance Procedure New Job



## **APPENDIX X**

### **PROVIDER GROUP JOINT JOB EVALUATION**

#### **IMPLEMENTATION AGREEMENT PROVIDER GROUP JOINT JOB EVALUATION (CUPE, SEIU, SGEU and SAHO) APRIL 5<sup>TH</sup>, 2004**

**THE FOLLOWING DOCUMENT WORKS IN CONCERT WITH  
THE OCTOBER 3<sup>RD</sup>, 2003 MEMORANDUM OF AGREEMENT.**

**ITEMS AGREED TO, AND DISPUTED, AS OF APRIL 5<sup>TH</sup>, 2004**

#### **1. Implementation.**

May 30<sup>th</sup>, 2004 will be the implementation date for the JE hourly rates, job descriptions and postings. The Employer's may implement on an earlier date, however in no case shall implementation occur later than May 30<sup>th</sup>.

Retroactive pay for the period April 1<sup>st</sup>, 2003 to May 29<sup>th</sup>, 2004 inclusive will be paid out twelve (12) weeks after the implementation date. The retroactive pay will be subject to all normal deductions.

Posting of vacant positions shall occur on a "line by line" basis within the facility/department and will be implemented May 30<sup>th</sup>, 2004 (Attachment A – Wage Schedule). Employees currently working in the same classification at a different implementation rate shall not be precluded from bidding on a vacancy within the same classification.

In the case that the position was previously being paid at an hourly rate higher than the 2007 pay equity rate, the position will be posted at the 2007 pay equity rate.

Positions having only one step in the pay grid shall move to the three step grid and employees within the position shall move to

an appropriate step in accordance with the terms of the Collective Agreement.

## **2. Red Circled Positions**

Current wage schedules for red-circled incumbents will need to be maintained and adjusted to include negotiated economic adjustments, until such time as they have all resigned, retired or transferred/demoted/promoted.

## **3. Market Supplement Rates**

The base rate (not the market supplement rate) should be used to determine eligibility for the lump sum payment and retroactivity.

Employers will be supplying the necessary information to SAHO so that the appropriate corrections can be made. Employers will discuss their findings with the Provider Union prior to the corrections being made.

## **4. Lump Sum Payment**

### **a. Agreed to as of April 5<sup>th</sup>, 2004**

Employees moving between Employers within the geographic RHA and who were on staff as of October 3<sup>rd</sup>, 2003, are entitled to the applicable amount of the lump sum payment. Payment will be made by the Employer where the hours were worked.

Employees, including Retirees, who were considered full-time are entitled to the applicable amount of lump sum payments. The Parties recognize that some employees who worked full time may have worked less than the 1948.8 – 24 hour calculation initially used by SAHO to determine eligibility. Employees are to contact their Payroll Departments to initiate the corrective action.

Retirees whose retirement date was between April 1<sup>st</sup>, 2002 and October 2<sup>nd</sup>, 2003 are entitled to the applicable amount of the lump sum payment.

Employees on staff as of October 3<sup>rd</sup>, 2003 and moved from one Regional Health Authority to another Regional Health Authority within the same union, or to a different Provider Union, with no break in service greater than 120 days are entitled to the applicable amount of the lump sum payment. Payment will be made by the Employer where the hours were worked. Employees entitled to payment from other Regional Health Authorities will identify their request to that Regional Health Authority.

Employees are entitled to the applicable amount of the lump sum payment for any temporary, relief or casual hours worked in an eligible classifications, April 1<sup>st</sup> 2002 to March 31<sup>st</sup>, 2003. Employees and Employers will identify the hours worked in the eligible classifications.

Employees who moved to SUN/HSAS or OOS positions prior to October 3<sup>rd</sup>, 2003 will not be eligible to receive the lump sum payment.

**b. Disputed as of April 5<sup>th</sup>, 2004**

Eligibility of employees on all paid leaves. The Union position is that “Paid hours” should include hours worked, and all paid leaves (including but not limited to union leave) unpaid leaves of absence for up to 30 days, sick leave, vacation (paid or unpaid), parental/Maternity leave(s), DIP, WCB, SGI, LTD and STD.

The Union position is that employees, including retirees, on staff October 3<sup>rd</sup>, 2003 become eligible for the lump sum payment by virtue of having worked in an eligible classification or having any of the paid hours above between and/or during the period April 1, 2001 and March 31<sup>st</sup>, 2003.

The amount of retroactivity is based on the hours worked (including paid hours) during April 1, 2002 and March 31<sup>st</sup>, 2003. If full-time hours were worked \$1,000.00 is paid. If OTFT during April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 2003 a prorated

share of the \$1,000.00 is paid based upon the definition of paid hours.

## **5. Equivalencies.**

### **a. Agreed to as of April 5<sup>th</sup>, 2004**

On an interim basis (see No. 9 disputed items) and on a without prejudice basis the Unions agree that an employee would be deemed to have the qualifications for the positions they were placed in by JJE, or were working in October 3<sup>rd</sup>, 2003. If the employee applies for a position within the bargaining unit in the same classification, they would be deemed equivalent with respect to qualifications, subject to the terms of the applicable Collective Agreement.

### **b. Disputed as of April 5<sup>th</sup>, 2004**

It is the Union's position that non-licensed incumbents are deemed to have qualifications equivalent to those of the classification into which they are being placed on a provincial basis irrespective of bargaining unit, and are deemed to have these qualifications for the purposes of bidding on different classifications having the same qualifications.

For example:

- Employees are to be deemed equivalent even when moving from one Regional Health Authority to another Regional Health Authority and from one Provider Group Union to another.
- Employees are to be deemed qualified when moving from one classification to another classification with the same qualifications (e.g., Laundry to Housekeeping, SCA to Activity Department).

**6. Hire Rates for Additional New Casual/Relief Positions**

Where new positions are added or additional casual employees are hired in a department/facility having multiple implementation rates of pay for the same job, the rate of pay established shall be the “most common” rate as agreed to by the Parties. There may be circumstances where the Parties agree that the most common rate is not appropriate. These circumstances will be resolved between Union and the Employer.

**7. Pharmacy Techs.**

The Pharmacy Techs will be added to the October 3<sup>rd</sup>, 2003 Letter of Understanding re: Technologists.

**8. Blended Jobs, 999 Jobs and Operational Issues.**

- a. Blended Positions: Employees working in full time blended positions as per paragraph 8 of the memorandum of agreement shall be paid the HSAS rate for the EMT portion of the job.
- b. 999 Jobs: These jobs and issues will be dealt with on a Region by Region basis between the Employer and the Union.
- c. Operational Bundling Issues: Where agreement is reached between the Employer and the Union regarding bundling issues their recommendation shall be forwarded to the JE Reconsideration Steering Committee for immediate action.

**9. Changes to Preliminary Job Evaluation Results as a Result of Reconsideration.**

The Parties agree that the results of Reconsideration will be adjusted on a retroactive basis. Any amounts owing to an employee as a result of reconsideration will be paid retroactively. Conversely, any over payments paid to an

employee as a result of incorrect bundling or evaluation will be recovered by the employer.

## **10. Dispute Resolution**

The Chair of the Dispute Resolution Tribunal shall be Professor Dan Ish. The dates set for the hearing are July 13, 14 and 15, 2004.

Each of the Parties shall name their nominee by mid April, and shall be responsible for the costs of their nominee to the DRT. The Parties shall share equally the costs of the Chair of the DRT.

Each of the Parties shall name their legal counsel by mid-April, and shall be responsible for the costs of their legal counsel

The Parties shall mean SAHO and the UNIONS (CUPE, SEIU, SGEU).

## **DISPUTED ITEMS**

### **4b. Lump Sum Payment.**

Eligibility of employees on all paid leaves. The Union position is that “Paid hours” should include hours worked, and all paid leaves (including but not limited to union leave) unpaid leaves of absence for up to 30 days, sick leave, vacation (paid or unpaid), parental/Maternity leave(s), DIP, WCB, SGI, LTD and STD.

The Union position is that employees, including retirees, on staff October 3<sup>rd</sup>, 2003 become eligible for the lump sum payment by virtue of having worked in an eligible classification or having any of the paid hours above between and/or during the period April 1, 2001 and March 31<sup>st</sup>, 2003.

The amount of retroactivity is based on the hours worked (including paid hours) during April 1, 2002 and March 31<sup>st</sup>,



2003. If full-time hours were worked \$1,000.00 is paid. If OTFT during April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 2003 a prorated share of the \$1,000.00 is paid based upon the definition of paid hours.

**5b. Equivalencies.**

It is the Union's position that non-licensed incumbents are deemed to have qualifications equivalent to those of the classification into which they are being placed on a provincial basis irrespective of bargaining unit, and are deemed to have these qualifications for the purposes of bidding on different classifications having the same qualifications.

For example:

- Employees are to be deemed equivalent even when moving from one Regional Health Authority to another Regional Health Authority and from one Provider Group Union to another.
- Employees are to be deemed qualified when moving from one classification to another classification with the same qualifications (e.g., Laundry to Housekeeping, SCA to Activity Department).

**CUPE Employees working 1872 Hours.**

Continuation of the negotiated historical agreement between CUPE and SAHO regarding the hourly rate of employees working 1872 hours.

Further disputed items may be added by mutual agreement between the Parties.

**APPENDIX XI**  
**LETTER OF UNDERSTANDING**

**RE: TRANSITION PROCESSES FOR CALCULATING SENIORITY**

- I) The purpose of this transition process is to calculate Regional Health Authority seniority using an hours-based system for those employees now represented by SEIU in accordance with Section 11.6 (3) of *The Health Labour Relations Act* and *The Regional Health Services Act*.

The parties agree that the former CUPE members shall have their seniority converted to an hours based seniority accrual in accordance with the provisions of this paragraph. The hours of seniority in paragraph B and C below is based on the payroll tracking of hours, in accordance with the CUPE affiliation from May 9, 1999 to December 14, 2002.

As soon as reasonably possible, Five Hills Regional Health Authority, Saskatoon Regional Health Authority and Heartland Regional Health Authority shall post seniority lists for employees who were represented by CUPE prior to October 28, 2002. Such lists shall be posted in all applicable locations and shall include:

- A. Seniority hours as of May 8, 1999. These seniority hours shall be deemed to be accurate and the hours stated therein cannot be challenged.
- B. Life to Date hours as of January 5, 2002 – representing seniority hours from date of hire to January 5, 2002.
- C. Year to Date hours up to December 14, 2002 – representing seniority hours from January 6, 2002 to December 14, 2002.

The accuracy of hours referred to in paragraph B shall be subject to correction prior to the seniority posting March 1, 2003. After the March 1, 2003 posting, only those hours in paragraph C and the remaining hours in the seniority year as

per Article 9.05 shall be subject to further correction in accordance with the terms of the CBA.

Confirmed seniority lists shall be posted on March 1, 2003 in accordance with Article 9.05 (a) of the SEIU/SAHO Collective Agreement and shall list all employees of the respective Regional Health Authorities and their seniority hours based on accumulated hours of work as per the terms of the SEIU/SAHO CBA.

- II) The purpose of this transition process is to calculate Regional Health Authority seniority using an hours-based system for those employees now represented by SEIU in accordance with Section 11-1 of the *Health Labour Relations Reorganization Act*.
1. Those employees previously represented by a Trade Union and whose seniority was calculated using an hours-based system shall retain all accumulated seniority with all Employers within a Regional Health Authority up to and including January 2, 1999. From that day forward, seniority shall accrue in accordance with Article 9 of the Collective Agreement.
  2. Those employees previously represented by a Trade Union and whose seniority is not based on hours shall have their seniority converted to hours on the following basis:
    - i) Calculated from their date of hire, full-time employees will be credited with two thousand and eighty (2080) seniority hours per year up to July 1, 1982. Thereafter, they will be credited with one thousand nine hundred and forty-eight point eight (1948.8) hours per year.
    - ii) Those employees who are part-time shall have their seniority days transferred to an hours-based calculation by multiplying the number of days of seniority by eight (8) hours per day.

3. Those employees not previously represented by a Trade Union will have their seniority figure established as follows:
  - i) Calculated from date of hire, full-time employees shall be credited with two thousand and eighty (2080) seniority hours per year up to July 1, 1982. Thereafter the employees will be credited with one thousand nine hundred and forty-eight point eight (1948.8) hours per year.
  - ii) Those employees who are part-time shall have seniority hours credited based on the payroll record of their paid hours.
4. A Regional Health Authority seniority list showing an employee's Regional Health Authority seniority up to and including January 2, 1999, shall be posted September 1, 1999.
5. Employees shall have until November 1, 1999, to submit proof of error to their Employer. Upon proof of error, the Employer shall revise the seniority hours accordingly. Copies of the revised list shall be forwarded to SEIU-West simultaneously, but no later than December 31, 1999.

The seniority hours as stated on the revised Regional Health Authority seniority list shall then be final and binding. This list will be posted January 3, 2000. Thereafter, Article 9.05 of the Collective Agreement shall apply.

### III) APPLICABLE TO EMS ONLY:

#### Transition Process for Calculating Regional Health Authority Seniority

The purpose of this transition process is to calculate Regional Health Authority seniority using an hours-based system for

employees of Emergency Medical Services within each Regional Health Authority:

Calculated from date of hire, all employees shall be credited with four hundred (400) seniority hours per year up to and including December 31, 2001. From January 1, 2002, and forward, seniority shall accrue in accordance with Article 9.01. Those employees employed from date of hire to the end of that calendar year and where the year so identified is less than a full year, shall receive a pro-rated portion of four hundred (400) seniority hours for that year.


Those employees, who believe that they have accrued more than four hundred (400) seniority hours in any year of employment as an EMS employee, and to have proof of such seniority accrual, shall be able to submit such proof to the Union Seniority Appeals Committee. Upon proof of error, the Employer shall revise the seniority hours accordingly. In no event shall any EMS employee be able to accrue more than one thousand nine hundred and forty-eight point eight (1948.8) hours in any payroll year.

**SIGNING PAGE**

**IN WITNESS WHEREOF THE PARTIERS HERETO HAVE CAUSED THEE PRESENTS TO BE EXECUTED THE DAY OF \_\_\_\_\_, 2021 AND THE YEAR FIRST ABOVE WRITTEN.**

Signed on behalf of:  
Saskatchewan Association of Health  
Organizations Inc. Bargaining Committee

Signed on behalf of:  
The Service Employees' International  
Union – West Bargaining Committee

  
\_\_\_\_\_  
Chris Anderson


\_\_\_\_\_  
Barbaras Cape

  
\_\_\_\_\_  
Mark Brochu

\_\_\_\_\_  
Janice Platzke

  
\_\_\_\_\_  
Jennifer Green

\_\_\_\_\_  
Rick Brown

  
\_\_\_\_\_  
Tyler Kannenberg

\_\_\_\_\_  
Judy Denniss

  
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Norma Kilcher

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Donna Gallant

  
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Kelly Miner

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Colleen Denniss

  
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Becky Mulder

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Carla Saworski

  
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Shervin Rahman


\_\_\_\_\_  
Kim Wyatt

  
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Christina Schreffler

\_\_\_\_\_  
Cam McConnell

  
\_\_\_\_\_  
Laura Scott

\_\_\_\_\_  
Brenda Berry

  
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Liz Rackow

\_\_\_\_\_  
Charlene Sarafin

\_\_\_\_\_  
Russell Doell

\_\_\_\_\_  
Bob Laurie

## Schedule A – Wage Schedule

SEIU-West Wage Schedule A		April 1, 2017			April 1, 2018			April 1, 2019			April 1, 2020			April 1, 2021				
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
79	2nd Class Chief Engineer		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
13	3rd Class Chief Engineer		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
8	3rd Class Power Engineer		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
87	4th Class Power Engineer		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
95	Adaptive Equipment Assistant		8	19.39	20.05	20.74	19.39	20.05	20.74	19.58	20.25	20.95	19.97	20.66	21.37	20.37	21.07	21.80
99	Adaptive Seating Specialist		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
485	Administration Officer		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
208	Appointment Clerk		8	19.39	20.05	20.74	19.39	20.05	20.74	19.58	20.25	20.95	19.97	20.66	21.37	20.37	21.07	21.80
46	Archivist		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
225	Assistant Cook		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
308	Assisted Daily Living Recreation Worker		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
516	Audiology Assistant		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
85	Audiometric Electronics Technician		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
441	Autism Spectrum Disorder Support Worker		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
409	Automation System Technologist		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
328	Baker		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
30	Biomedical Engineering Technologist		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82

SEIU-West Wage Schedule A		April 1, 2017			April 1, 2018			April 1, 2019			April 1, 2020			April 1, 2021				
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
309	Biomedical Engineering Technologist Supervisor		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
74	Biomedical Engineering Technologist Working Supervisor		18	39.17	40.56	41.96	39.17	40.56	41.96	39.56	40.97	42.38	40.35	41.79	43.23	41.16	42.63	44.09
149	Biomedical Media Technician		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
97	Biomedical Media Technician Working Supervisor		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
486	Building Systems and Maintenance Supervisor		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
459	Business Analyst		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
443	Cardiac Rhythm Device Technologist		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
224	Cardiology & Electroneurophysiology Technologist		18	39.17	40.56	41.96	39.17	40.56	41.96	39.56	40.97	42.38	40.35	41.79	43.23	41.16	42.63	44.09
72	Cardiology Technologist		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
154	Cardiology Technologist Working Supervisor		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
184	Cardiopulmonary Function Technologist		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
150	Cardiopulmonary Function Technologist Working Supervisor		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
89	Cardiovascular Technologist		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
216	Cardiovascular Technologist Supervisor		20	45.19	46.76	48.38	45.19	46.76	48.38	45.64	47.23	48.86	46.55	48.17	49.84	47.48	49.13	50.84
5	Caretaker		6	18.21	18.85	19.49	18.21	18.85	19.49	18.39	19.04	19.68	18.76	19.42	20.07	19.14	19.81	20.47
54	Carpenter		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13



SEIU-West Wage Schedule A				April 1, 2017			April 1, 2018			April 1, 2019			April 1, 2020			April 1, 2021		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
238	Carpenter & Locksmith		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
478	Child Care Worker		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
507	Child Life Specialist		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
17	Child Life Worker		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
15	Client Attendant		3	16.45	17.05	17.63	16.45	17.05	17.63	16.61	17.22	17.81	16.94	17.56	18.17	17.28	17.91	18.53
15	Client Attendant	*	3	16.89	17.49	18.11	16.89	17.49	18.11	17.06	17.66	18.29	17.40	18.01	18.66	17.75	18.37	19.03
342	Client Care Supervisor		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
251	Client Information Systems Analyst		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
480	Client Navigator		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
165	Client Placement Coordinator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
210	Client Vocational Program Assistant		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
135	Clinic Assistant		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
101	Clinical Genetics Technologist I		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
512	Clinical Genetics Technologist II		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
321	Clinical Genetics Technologist II & Instructor		20	45.19	46.76	48.38	45.19	46.76	48.38	45.64	47.23	48.86	46.55	48.17	49.84	47.48	49.13	50.84
513	Clinical Genetics Technologist Supervisor		21	48.52	50.22	51.97	48.52	50.22	51.97	49.01	50.72	52.49	49.99	51.73	53.54	50.99	52.76	54.61
418	Clinical Information Systems Analyst		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
528	Clinical Research Assistant (effective Dec 15, 2020)		13										26.90	27.89	28.83	27.44	28.45	29.41

SEIU-West Wage Schedule A				April 1, 2017			April 1, 2018			April 1, 2019			April 1, 2020			April 1, 2021		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
300	Combined Laboratory & X-Ray Technician		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
404	Combined Laboratory & X-Ray Technician Working Supervisor		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
325	Community Health Worker - Methadone Program		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
211	Community Health Worker - Street Program		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
347	Community Mental Health Worker		7	18.79	19.44	20.11	18.79	19.44	20.11	18.98	19.63	20.31	19.36	20.02	20.72	19.75	20.42	21.13
47	Community Outreach & Education Worker		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
47	Community Outreach & Education Worker	*	12	21.80	22.56	23.35	21.80	22.56	23.35	22.02	22.79	23.58	22.46	23.25	24.05	22.91	23.72	24.53
414	Community Program Builder		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
518	Community Program Support Worker		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
123	Computer Therapy Coordinator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
22	Continuing Care Assistant		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
103	Controls Technician		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
24	Cook		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
218	Cytotechnologist I		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
514	Cytotechnologist I - Histology		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
220	Cytotechnologist II		18	39.17	40.56	41.96	39.17	40.56	41.96	39.56	40.97	42.38	40.35	41.79	43.23	41.16	42.63	44.09
215	Cytotechnologist Working Supervisor		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34

SEIU-West Wage Schedule A				April 1, 2017			April 1, 2018			April 1, 2019			April 1, 2020			April 1, 2021		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
318	Data Entry Clerk		8	19.39	20.05	20.74	19.39	20.05	20.74	19.58	20.25	20.95	19.97	20.66	21.37	20.37	21.07	21.80
331	Dental Aide		7	18.79	19.44	20.11	18.79	19.44	20.11	18.98	19.63	20.31	19.36	20.02	20.72	19.75	20.42	21.13
18	Dental Assistant		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
335	Desktop Publisher		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
334	Detoxification Attendant		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
323	Diagnostic Cardiac Sonographer		18	39.17	40.56	41.96	39.17	40.56	41.96	39.56	40.97	42.38	40.35	41.79	43.23	41.16	42.63	44.09
350	Diagnostic Cardiac Sonographer & Cardiology Technologist		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
351	Diagnostic Cardiac Sonographer & Clinical Coordinator		21	48.52	50.22	51.97	48.52	50.22	51.97	49.01	50.72	52.49	49.99	51.73	53.54	50.99	52.76	54.61
425	Diagnostic Imaging Information System Technologist		18	39.17	40.56	41.96	39.17	40.56	41.96	39.56	40.97	42.38	40.35	41.79	43.23	41.16	42.63	44.09
105	Diagnostic Medical Sonographer		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
352	Diagnostic Medical Sonographer - Dual Credential		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
158	Diagnostic Medical Sonographer & Coordinator (FAU)		22	52.13	53.95	55.85	52.13	53.95	55.85	52.65	54.49	56.41	53.70	55.58	57.54	54.77	56.69	58.69
247	Diagnostic Medical Sonographer Working Supervisor		22	52.13	53.95	55.85	52.13	53.95	55.85	52.65	54.49	56.41	53.70	55.58	57.54	54.77	56.69	58.69
353	Diagnostic Medical Sonographer Working Supervisor - Dual Credential		23	55.98	57.92	59.96	55.98	57.92	59.96	56.54	58.50	60.56	57.67	59.67	61.77	58.82	60.86	63.01
495	Dispatcher		8	19.39	20.05	20.74	19.39	20.05	20.74	19.58	20.25	20.95	19.97	20.66	21.37	20.37	21.07	21.80

SEIU-West Wage Schedule A		April 1, 2017			April 1, 2018			April 1, 2019			April 1, 2020			April 1, 2021				
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
88	Distribution & Stores Working Supervisor		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
84	Distribution Worker		5	17.62	18.25	18.88	17.62	18.25	18.88	17.80	18.43	19.07	18.16	18.80	19.45	18.52	19.18	19.84
3	Drug Distribution Technician		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
63	Education Coordinator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
332	Educator		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
1	Electrician		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
304	Electroneurophysiology Technologist - Dual Certification		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
487	Electroneurophysiology Technologist - Single Certification		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
499	Electroneurophysiology Technologist - Triple Certification		18	39.17	40.56	41.96	39.17	40.56	41.96	39.56	40.97	42.38	40.35	41.79	43.23	41.16	42.63	44.09
305	Electroneurophysiology Technologist & Clinical Instructor - Dual Certification		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
488	Electroneurophysiology Technologist and Clinical Instructor - Single Certification		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
260	Electroneurophysiology Technologist Working Supervisor - Dual Certification		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
472	Electroneurophysiology Technologist Working Supervisor - Triple Certification		22	52.13	53.95	55.85	52.13	53.95	55.85	52.65	54.49	56.41	53.70	55.58	57.54	54.77	56.69	58.69

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Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
107	Electronics Technician		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
16	Emergency Medical Responder		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
111	Engineering Technologist		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
462	Entrance Attendant		5	17.62	18.25	18.88	17.62	18.25	18.88	17.80	18.43	19.07	18.16	18.80	19.45	18.52	19.18	19.84
245	Environmental & Laundry & Food Services Worker		5	17.62	18.25	18.88	17.62	18.25	18.88	17.80	18.43	19.07	18.16	18.80	19.45	18.52	19.18	19.84
468	Environmental & Laundry Services Supervisor		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
243	Environmental & Laundry Services Worker		5	17.62	18.25	18.88	17.62	18.25	18.88	17.80	18.43	19.07	18.16	18.80	19.45	18.52	19.18	19.84
96	Environmental Services Supervisor		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
92	Environmental Services Worker		5	17.62	18.25	18.88	17.62	18.25	18.88	17.80	18.43	19.07	18.16	18.80	19.45	18.52	19.18	19.84
92	Environmental Services Worker	*	5	18.34	18.99	19.65	18.34	18.99	19.65	18.52	19.18	19.85	18.89	19.56	20.25	19.27	19.95	20.66
92	Environmental Services Worker	*	5	18.77	19.42	20.08	18.77	19.42	20.08	18.96	19.61	20.28	19.34	20.00	20.69	19.73	20.40	21.10
498	Equipment Operator - Groundskeeper		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
200	Facility Maintenance & Operator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
36	File Clerk		5	17.62	18.25	18.88	17.62	18.25	18.88	17.80	18.43	19.07	18.16	18.80	19.45	18.52	19.18	19.84
416	Finance & Purchasing Assistant		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
98	Finance Assistant		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
98	Finance Assistant	*	10	20.79	21.52	22.28	20.79	21.52	22.28	21.00	21.74	22.50	21.42	22.17	22.95	21.85	22.61	23.41

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Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
94	Finance Clerk		6	18.21	18.85	19.49	18.21	18.85	19.49	18.39	19.04	19.68	18.76	19.42	20.07	19.14	19.81	20.47
76	Finance Officer		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
427	Financial Information Systems Analyst		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
496	Financial Systems Business Analyst		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
338	First Nation and Metis Health Coordinator		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
168	Fitting Aide Clerk		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
55	Floor Covering Installer		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
100	Food Services Clerk		6	18.21	18.85	19.49	18.21	18.85	19.49	18.39	19.04	19.68	18.76	19.42	20.07	19.14	19.81	20.47
100	Food Services Clerk	*	6	27.16	28.08	29.09	27.16	28.08	29.09	27.43	28.36	29.38	27.98	28.93	29.97	28.54	29.51	30.57
4	Food Services Supervisor		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
19	Food Services Worker		6	18.21	18.85	19.49	18.21	18.85	19.49	18.39	19.04	19.68	18.76	19.42	20.07	19.14	19.81	20.47
19	Food Services Worker	*	6	18.77	19.42	20.08	18.77	19.42	20.08	18.96	19.61	20.28	19.34	20.00	20.69	19.73	20.40	21.10
19	Food Services Worker	*	6	19.60	20.29	21.00	19.60	20.29	21.00	19.80	20.49	21.21	20.20	20.90	21.63	20.60	21.32	22.06
19	Food Services Worker	*	6	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
426	Geographic Information System Analyst		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
115	Groundskeeper		7	18.79	19.44	20.11	18.79	19.44	20.11	18.98	19.63	20.31	19.36	20.02	20.72	19.75	20.42	21.13
115	Groundskeeper	*	7	18.92	19.59	20.28	18.92	19.59	20.28	19.11	19.79	20.48	19.49	20.19	20.89	19.88	20.59	21.31
460	Groundskeeping Supervisor		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
10	Head Cook		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
249	Head Environmental & Laundry Services Worker		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74

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Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
27	Head Environmental Services Worker		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20						
27	Head Environmental Services Worker (effective Oct 17, 2019)		11							21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
420	Head Franchise Services Worker		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
119	Head Groundskeeper		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
104	Head Laundry Services Worker		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
104	Head Laundry Services Worker (effective Oct 17, 2019)		11							21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
348	Head Maintenance Worker		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
53	Head Print Shop Operator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
413	Health Information & Patient Registration Working Supervisor		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
106	Health Information Management Analyst		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
126	Health Information Management Coordinator		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
314	Health Information Management Data Quality Coordinator		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
42	Health Information Management Practitioner		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
122	Health Information Management Practitioner & Office Assistant		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41

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Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
102	Health Information Management Supervisor		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
336	Health Information Services Support		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
529	Health Information Support Analyst (effective January 19, 2021)		14										29.54	30.59	31.61	30.13	31.20	32.24
110	Health Records Clerk		7	18.79	19.44	20.11	18.79	19.44	20.11	18.98	19.63	20.31	19.36	20.02	20.72	19.75	20.42	21.13
246	Health Records Clerk & Medical Transcriptionist		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
230	Healthy Lifestyle Program Assistant		3	16.45	17.05	17.63	16.45	17.05	17.63	16.61	17.22	17.81	16.94	17.56	18.17	17.28	17.91	18.53
59	Healthy Workplace Coordinator		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
33	Hearing Aid Practitioner		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
33	Hearing Aid Practitioner	*	12	24.76	25.62	26.53	24.76	25.62	26.53	25.01	25.88	26.80	25.51	26.40	27.34	26.02	26.93	27.89
315	Histopathology Assistant		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
125	Histopathology Attendant		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
517	Histopathology Technician		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
209	Home Care Scheduler		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
62	Home Care Services Coordinator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
341	Home Care Support Supervisor		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
118	Hostel Attendant		4	17.05	17.63	18.26	17.05	17.63	18.26	17.22	17.81	18.44	17.56	18.17	18.81	17.91	18.53	19.19
43	Independent Living Maintenance Worker		8	19.39	20.05	20.74	19.39	20.05	20.74	19.58	20.25	20.95	19.97	20.66	21.37	20.37	21.07	21.80



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519	Indigenous Birth Support Worker (Doula)		8	19.39	20.05	20.74	19.39	20.05	20.74	19.58	20.25	20.95	19.97	20.66	21.37	20.37	21.07	21.80
187	Industrial Mechanic		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
206	Informatics Coordinator		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
206	Informatics Coordinator	*	15	37.08	38.37	39.72	37.08	38.37	39.72	37.45	38.75	40.12	38.20	39.53	40.92	38.96	40.32	41.74
12	Information Technology Analyst		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
12	Information Technology Analyst	*	15	37.08	38.37	39.72	37.08	38.37	39.72	37.45	38.75	40.12	38.20	39.53	40.92	38.96	40.32	41.74
330	Information Technology Educator		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
330	Information Technology Educator	*	14	37.08	38.37	39.72	37.08	38.37	39.72	37.45	38.75	40.12	38.20	39.53	40.92	38.96	40.32	41.74
273	Information Technology Project Control Officer		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
109	Information Technology Senior Analyst		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
109	Information Technology Senior Analyst	*	17	37.93	39.23	40.62	37.93	39.23	40.62	38.31	39.62	41.03	39.08	40.41	41.85	39.86	41.22	42.69
58	Information Technology Support Working Supervisor		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96

31	Information Technology Team Leader		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
57	Information Technology Technician		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
57	Information Technology Technician	*	13	28.65	29.65	30.66	28.65	29.65	30.66	28.94	29.95	30.97	29.52	30.55	31.59	30.11	31.16	32.22
161	Information Technology Telecommunications Analyst		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13

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Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
161	Information Technology Telecommunications Analyst	*	15	37.08	38.37	39.72	37.08	38.37	39.72	37.45	38.75	40.12	38.20	39.53	40.92	38.96	40.32	41.74
526	Inquiry Services Representative		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
221	Inventory Control Clerk		8	19.39	20.05	20.74	19.39	20.05	20.74	19.58	20.25	20.95	19.97	20.66	21.37	20.37	21.07	21.80
121	Laboratory Assistant	*	10	20.79	21.52	22.28												
252	Laboratory Information System Technologist		18	39.17	40.56	41.96	39.17	40.56	41.96	39.56	40.97	42.38	40.35	41.79	43.23	41.16	42.63	44.09
113	Laboratory Process Worker		7	18.79	19.44	20.11	18.79	19.44	20.11	18.98	19.63	20.31	19.36	20.02	20.72	19.75	20.42	21.13
522	Laboratory Scientist I		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
523	Laboratory Scientist II		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
524	Laboratory Scientist Supervisor		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
259	Laboratory Services Worker		5	17.62	18.25	18.88	17.62	18.25	18.88	17.80	18.43	19.07	18.16	18.80	19.45	18.52	19.18	19.84
35	Laundry Services Worker		5	17.62	18.25	18.88	17.62	18.25	18.88	17.80	18.43	19.07	18.16	18.80	19.45	18.52	19.18	19.84
35	Laundry Services Worker	*	5	17.81	18.42	19.05	17.81	18.42	19.05	17.99	18.60	19.24	18.35	18.97	19.62	18.72	19.35	20.01
35	Laundry Services Worker	*	5	19.53	20.23	20.94	19.53	20.23	20.94	19.73	20.43	21.15	20.12	20.84	21.57	20.52	21.26	22.00
65	Liaison Worker		5	17.62	18.25	18.88	17.62	18.25	18.88	17.80	18.43	19.07	18.16	18.80	19.45	18.52	19.18	19.84
219	Librarian		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
500	Librarian Working Supervisor		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
527	Library Systems Analyst		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
130	Library Technician		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
20	Licensed Practical Nurse		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96

SEIU-West Wage Schedule A		April 1, 2017			April 1, 2018			April 1, 2019			April 1, 2020			April 1, 2021				
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
432	Licensed Practical Nurse Supervisor		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
340	LPN Working Supervisor		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
189	Magnetic Resonance Imaging Technologist		18	39.17	40.56	41.96	39.17	40.56	41.96	39.56	40.97	42.38	40.35	41.79	43.23	41.16	42.63	44.09
198	Magnetic Resonance Imaging Technologist Working Supervisor		20	45.19	46.76	48.38	45.19	46.76	48.38	45.64	47.23	48.86	46.55	48.17	49.84	47.48	49.13	50.84
108	Mail Porter		2	16.45	17.05	17.63	16.45	17.05	17.63	16.61	17.22	17.81	16.94	17.56	18.17	17.28	17.91	18.53
147	Maintenance Coordinator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
21	Maintenance Services Worker		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
156	Maintenance Supervisor		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
250	Materials Management Systems Analyst		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
250	Materials Management Systems Analyst	*	14	37.08	38.37	39.72	37.08	38.37	39.72	37.45	38.75	40.12	38.20	39.53	40.92	38.96	40.32	41.74
479	Medical Assistant - Dermatology		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
408	Medical Diagnostic Technician		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
433	Medical Equipment Coordinator		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
121	Laboratory Assistant		10	20.54	21.25	21.98												
121	Medical Laboratory Assistant (effective Dec 13, 2017)		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
501	Medical Laboratory Information Systems Technologist & X-Ray Technician		20	45.19	46.76	48.38	45.19	46.76	48.38	45.64	47.23	48.86	46.55	48.17	49.84	47.48	49.13	50.84

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Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
301	Medical Laboratory Technologist & X-Ray Technician		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
70	Medical Laboratory Technologist I		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
129	Medical Laboratory Technologist II		18	39.17	40.56	41.96	39.17	40.56	41.96	39.56	40.97	42.38	40.35	41.79	43.23	41.16	42.63	44.09
134	Medical Laboratory Technologist Supervisor		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
155	Medical Office Assistant		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
25	Medical Radiation Technologist		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
34	Medical Radiation Technologist - Specialty		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
144	Medical Radiation Technologist Working Supervisor		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
146	Medical Transcription Coordinator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
141	Medical Transcriptionist		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
447	Medication Reconciliation Pharmacy Technician		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
502	Midwifery Second Attendant		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
234	Network Technician & Maintenance Operator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
442	Newborn Hearing Screener		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
474	Nuclear Medicine Technologist - Specialty (PET/CT)		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82

SEIU-West Wage Schedule A		April 1, 2017			April 1, 2018			April 1, 2019			April 1, 2020			April 1, 2021				
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
475	Nuclear Medicine Technologist - Specialty (PET/CT) Supervisor		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
306	Nuclear Medicine Technologist & Instructor		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
193	Nuclear Medicine Technologist I		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
194	Nuclear Medicine Technologist II		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
214	Nuclear Medicine Technologist Supervisor		19	42.05	43.52	45.05	42.05	43.52	45.05	42.47	43.96	45.50	43.32	44.84	46.41	44.19	45.74	47.34
440	Nuclear Radiation Safety Officer		18	39.17	40.56	41.96	39.17	40.56	41.96	39.56	40.97	42.38	40.35	41.79	43.23	41.16	42.63	44.09
26	Occupational & Physical Therapist Assistant		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
339	Office Administrative Assistant		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
339	Office Administrative Assistant	*	10	20.79	21.52	22.28	20.79	21.52	22.28	21.00	21.74	22.50	21.42	22.17	22.95	21.85	22.61	23.41
339	Office Administrative Assistant	*	10	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
14	Office Clerk		7	18.79	19.44	20.11	18.79	19.44	20.11	18.98	19.63	20.31	19.36	20.02	20.72	19.75	20.42	21.13
9	Office Coordinator Supervisor		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
493	Office Coordinator/Medical Specialty		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
310	Operating Room Attendant		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
212	Operating Room Scheduler		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35

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Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
424	Operating Room Scheduler & Unit Assistant		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
37	Operating Room Technician/LPN		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
170	Ophthalmic Assistant		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
170	Ophthalmic Assistant	*	8	21.32	22.05	22.81	21.32	22.05	22.81	21.53	22.27	23.04	21.96	22.72	23.50	22.40	23.17	23.97
167	Ophthalmic Photographer		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
167	Ophthalmic Photographer	*	9	20.79	21.52	22.28	20.79	21.52	22.28	21.00	21.74	22.50	21.42	22.17	22.95	21.85	22.61	23.41
311	OR Equipment Resource Technician		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
491	OR Scheduling Coordinator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
322	Orderly		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
174	Orthopaedic Shoemaker		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
494	Orthopaedic Specialty/LPN		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
176	Orthopaedic Technologist		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
56	Painter & Decorator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
56	Painter & Decorator	*	13	26.77	27.71	28.67	26.77	27.71	28.67	27.04	27.99	28.96	27.58	28.55	29.54	28.13	29.12	30.13
515	Parent & Youth Outreach Worker Supervisor		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
430	Parent and Youth Outreach Worker		8	19.39	20.05	20.74	19.39	20.05	20.74	19.58	20.25	20.95	19.97	20.66	21.37	20.37	21.07	21.80
343	Parent Mentoring Program Assistant		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
344	Parent Mentoring Program Coordinator		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13

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Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
465	Pathologist Assistant		18	39.17	40.56	41.96	39.17	40.56	41.96	39.56	40.97	42.38	40.35	41.79	43.23	41.16	42.63	44.09
461	Pathologist Assistant Working Supervisor		22	52.13	53.95	55.85	52.13	53.95	55.85	52.65	54.49	56.41	53.70	55.58	57.54	54.77	56.69	58.69
429	Payroll & Benefits Coordinator		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
162	Payroll & Benefits Officer		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
29	Payroll Clerk		8	19.39	20.05	20.74	19.39	20.05	20.74	19.58	20.25	20.95	19.97	20.66	21.37	20.37	21.07	21.80
505	Pharmacy Assistant		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
178	Pharmacy Clerk		7	18.79	19.44	20.11	18.79	19.44	20.11	18.98	19.63	20.31	19.36	20.02	20.72	19.75	20.42	21.13
503	Pharmacy Technician		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
450	Phlebotomist		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
2	Placement Clerk		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
160	Planning Coordinator		13	26.11	27.07	27.98	26.11	27.07	27.98									
160	Planning Coordinator (effective Feb 13, 2019)		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
44	Plumber		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
405	Plumbing Inspector		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
437	Plumbing Project Coordinator		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
195	Polysomnographic Technologist		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
199	Polysomnographic Technologist Working Supervisor		18	39.17	40.56	41.96	39.17	40.56	41.96	39.56	40.97	42.38	40.35	41.79	43.23	41.16	42.63	44.09
116	Pool Attendant		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
120	Porter		5	17.62	18.25	18.88	17.62	18.25	18.88	17.80	18.43	19.07	18.16	18.80	19.45	18.52	19.18	19.84
124	Postal Clerk		4	17.05	17.63	18.26	17.05	17.63	18.26	17.22	17.81	18.44	17.56	18.17	18.81	17.91	18.53	19.19

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Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
52	Print Shop Operator		7	18.79	19.44	20.11	18.79	19.44	20.11	18.98	19.63	20.31	19.36	20.02	20.72	19.75	20.42	21.13
52	Print Shop Operator	*	7	18.92	19.59	20.28	18.92	19.59	20.28	19.11	19.79	20.48	19.49	20.19	20.89	19.88	20.59	21.31
51	Print Shop Worker		4	17.05	17.63	18.26	17.05	17.63	18.26	17.22	17.81	18.44	17.56	18.17	18.81	17.91	18.53	19.19
205	Printing Services Coordinator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
431	Program Access Coordinator		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
182	Prosthetics & Orthotics Technician		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
217	Purchasing Agent		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
481	Purchasing Agent Coordinator		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
128	Purchasing Clerk		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
179	Reception & Office Assistant		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
23	Recreation Coordinator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
307	Recreation Worker		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
201	Recreation Working Supervisor		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
137	Refrigeration Mechanic		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
274	Refrigeration Mechanic with Domestic Gas Ticket		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
28	Registration Clerk		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
204	Rehabilitation Aide		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
203	Rehabilitation Worker		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
172	Research Assistant		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
401	Research Officer		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96



SEIU-West Wage Schedule A		April 1, 2017			April 1, 2018			April 1, 2019			April 1, 2020			April 1, 2021				
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
143	Respiratory Benefits Program Assistant		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
428	Respiratory Benefits Program Coordinator		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
313	Safety Assistant		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
316	Scheduling Supervisor		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
521	Scientific Laboratory Assistant		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
68	Seamstress		6	18.21	18.85	19.49	18.21	18.85	19.49	18.39	19.04	19.68	18.76	19.42	20.07	19.14	19.81	20.47
166	Security Officer		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
506	Senior Business Analyst		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
458	Senior Combined Laboratory & X-Ray Technologist		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
140	Senior Drug Distribution Technician		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
190	Senior Finance Officer		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
412	Senior Histopathology Attendant		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
455	Senior Home Care Scheduler		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
145	Senior Medical Laboratory Assistant		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
504	Senior Pharmacy Technician		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
509	Senior Phlebotomist		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
112	Senior Postal Clerk		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
169	Senior Security Officer		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
435	Senior Staff Scheduler		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41

SEIU-West Wage Schedule A		April 1, 2017			April 1, 2018			April 1, 2019			April 1, 2020			April 1, 2021				
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
48	Social Services Coordinator		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
39	Social Services Worker		15	31.20	32.28	33.43	31.20	32.28	33.43	31.51	32.60	33.76	32.14	33.25	34.44	32.78	33.92	35.13
131	Speech & Language Pathologist Assistant		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
133	Spiritual Care Coordinator		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
233	Staff & Operating Room Scheduler		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
213	Staff Scheduler		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
317	Staff Scheduler & Supply Clerk		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
470	Staff Scheduling Coordinator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
142	Steamfitter - Pipefitter		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
439	Sterile Processing Education Coordinator		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
446	Sterile Processing Facilitator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
454	Sterile Processing Instrument Technician		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
188	Sterile Processing Worker		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
232	Sterile Processing Worker & Purchasing Clerk		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
138	Sterile Processing Working Supervisor		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
456	Stores & Purchasing Working Supervisor		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
157	Storesperson		8	19.39	20.05	20.74	19.39	20.05	20.74	19.58	20.25	20.95	19.97	20.66	21.37	20.37	21.07	21.80
157	Storesperson	*	8	20.12	20.84	21.56	20.12	20.84	21.56	20.32	21.05	21.78	20.73	21.47	22.22	21.14	21.90	22.66

SEIU-West Wage Schedule A		April 1, 2017			April 1, 2018			April 1, 2019			April 1, 2020			April 1, 2021				
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
256	Storeperson & Purchasing Clerk		10	20.54	21.25	21.98	20.54	21.25	21.98	20.75	21.46	22.20	21.17	21.89	22.64	21.59	22.33	23.09
525	Street Outreach and Intervention Worker		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
419	Supervisor of Health Information & Administrative Services		16	33.73	34.92	36.13	33.73	34.92	36.13	34.07	35.27	36.49	34.75	35.98	37.22	35.45	36.70	37.96
196	Support Services & Maintenance Working Supervisor		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
346	Support Services Worker		4	17.05	17.63	18.26	17.05	17.63	18.26	17.22	17.81	18.44	17.56	18.17	18.81	17.91	18.53	19.19
438	Switchboard Application Support Administrator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
177	Switchboard Operator		9	19.95	20.63	21.36	19.95	20.63	21.36	20.15	20.84	21.57	20.55	21.26	22.00	20.96	21.69	22.44
231	Teacher Assistant		7	18.79	19.44	20.11	18.79	19.44	20.11	18.98	19.63	20.31	19.36	20.02	20.72	19.75	20.42	21.13
508	Telecommunications Networking Technician		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
337	Telehealth Facilitator		7	18.79	19.44	20.11	18.79	19.44	20.11	18.98	19.63	20.31	19.36	20.02	20.72	19.75	20.42	21.13
489	Telehealth Facilitator/Coordinator		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
254	Transcription Application Support Coordinator		14	28.67	29.69	30.68	28.67	29.69	30.68	28.96	29.99	30.99	29.54	30.59	31.61	30.13	31.20	32.24
511	Transcription Quality Assurance Coordinator		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
449	Transfusion Safety Officer		17	36.26	37.55	38.85	36.26	37.55	38.85	36.62	37.93	39.24	37.35	38.69	40.02	38.10	39.46	40.82
181	Travel Arrangement Clerk		7	18.79	19.44	20.11	18.79	19.44	20.11	18.98	19.63	20.31	19.36	20.02	20.72	19.75	20.42	21.13
302	Tuberculosis Control Worker		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35

SEIU-West Wage Schedule A				April 1, 2017			April 1, 2018			April 1, 2019			April 1, 2020			April 1, 2021		
Job Number	Job Title	Red Circled	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
148	Uniform Clerk		2	16.45	17.05	17.63	16.45	17.05	17.63	16.61	17.22	17.81	16.94	17.56	18.17	17.28	17.91	18.53
235	Unit Assistant		8	19.39	20.05	20.74	19.39	20.05	20.74	19.58	20.25	20.95	19.97	20.66	21.37	20.37	21.07	21.80
183	Unit Clerk		8	19.39	20.05	20.74	19.39	20.05	20.74	19.58	20.25	20.95	19.97	20.66	21.37	20.37	21.07	21.80
492	Unit Support Services Supervisor		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
153	Unit Support Worker		5	17.62	18.25	18.88	17.62	18.25	18.88	17.80	18.43	19.07	18.16	18.80	19.45	18.52	19.18	19.84
7	Utility Worker		6	18.21	18.85	19.49	18.21	18.85	19.49	18.39	19.04	19.68	18.76	19.42	20.07	19.14	19.81	20.47
75	Vehicle Operator		5	17.62	18.25	18.88	17.62	18.25	18.88	17.80	18.43	19.07	18.16	18.80	19.45	18.52	19.18	19.84
345	Volunteer & Health Promotion Coordinator		12	21.61	22.37	23.17	21.61	22.37	23.17	21.83	22.59	23.40	22.27	23.04	23.87	22.72	23.50	24.35
185	Volunteer Coordinator		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
320	Wait List Information Clerk		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74
242	Waste & Laundry Porter		5	17.62	18.25	18.88	17.62	18.25	18.88	17.80	18.43	19.07	18.16	18.80	19.45	18.52	19.18	19.84
241	Waste Porter		5	17.62	18.25	18.88	17.62	18.25	18.88	17.80	18.43	19.07	18.16	18.80	19.45	18.52	19.18	19.84
173	Workshop Technician		13	26.11	27.07	27.98	26.11	27.07	27.98	26.37	27.34	28.26	26.90	27.89	28.83	27.44	28.45	29.41
451	Youth Care Worker		11	21.09	21.81	22.58	21.09	21.81	22.58	21.30	22.03	22.81	21.73	22.47	23.27	22.16	22.92	23.74

## Schedule B – Market Adjusted Rates of Pay

Schedule B - Market Adjustment Rates of Pay April 1, 2017 to March 31, 2023			April 1, 2017			April 1, 2018			April 1, 2019			April 1, 2020			April 1, 2021		
Job Number	Job Title	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
300	Combined Laboratory & X-Ray Technician - MA	14	31.68	32.81	33.91	31.68	32.81	33.91	31.97	33.11	34.22	32.55	33.71	34.84	33.14	34.32	35.47
404	Combined Laboratory & X-Ray Technician Working Supervisor - MA	16	34.19	35.40	36.63	34.19	35.40	36.63	34.53	35.75	36.99	35.21	36.46	37.72	35.91	37.18	38.46
121	Laboratory Assistant - MA	10	21.31	22.05	22.81												
121	Medical Laboratory Assistant - MA (effective Dec 13, 2017)	11	21.86	22.61	23.41	21.86	22.61	23.41	22.07	22.83	23.64	22.50	23.27	24.10	22.93	23.72	24.57
301	Medical Laboratory Technologist & X-Ray Technician - MA	17	36.72	38.03	39.35	36.72	38.03	39.35	37.08	38.41	39.74	37.81	39.17	40.52	38.56	39.94	41.32
70	Medical Laboratory Technologist I - MA	16	34.19	35.40	36.63	34.19	35.40	36.63	34.53	35.75	36.99	35.21	36.46	37.72	35.91	37.18	38.46
25	Medical Radiation Technologist - MA	16	34.19	35.40	36.63	34.19	35.40	36.63	34.53	35.75	36.99	35.21	36.46	37.72	35.91	37.18	38.46
193	Nuclear Medicine Technologist I - MA	16	34.19	35.40	36.63	34.19	35.40	36.63	34.53	35.75	36.99	35.21	36.46	37.72	35.91	37.18	38.46
170	Ophthalmic Assistant - MA	9	21.73	22.47	23.26	21.73	22.47	23.26	21.93	22.68	23.47	22.33	23.10	23.90	22.74	23.53	24.34
195	Polysomnographic Technologist - MA	15	35.34	36.57	37.86	35.34	36.57	37.86	35.65	36.89	38.19	36.28	37.54	38.87	36.92	38.21	39.56
458	Senior Combined Laboratory X-Ray Technician - MA	15	32.75	33.88	35.09	32.75	33.88	35.09	33.06	34.20	35.42	33.69	34.85	36.10	34.33	35.52	36.79

## Schedule C – Market Supplement Rates of Pay

Schedule C - Market Supplemented Rates of Pay April 1, 2017 to March 31, 2023			April 1, 2017			April 1, 2018			April 1, 2019			April 1, 2020			April 1, 2021		
JJE Number	Job Title	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
79	2nd Class Chief Engineer (MS - effective Aug 22, 2014)	17	47.35	49.03	50.74	47.35	49.03	50.74	47.71	49.41	51.13	48.44	50.17	51.91	49.19	50.94	52.71
8	3rd Class Power Engineer (MS - effective July 25, 2014)	14	32.52	33.68	34.80	32.52	33.68	34.80	32.81	33.98	35.11	33.39	34.58	35.73	33.98	35.19	36.36
224	Cardiology & Electroneurophysiology Technologist (MS - effective Sept 12, 2011)	18	39.53	40.93	42.35	39.53	40.93	42.35	39.92	41.34	42.77	40.71	42.16	43.62	41.52	43.00	44.48
89	Cardiovascular Technologist (MS - effective Feb 25, 2009)	17	37.69	39.02	40.38	37.69	39.02	40.38	38.05	39.40	40.77	38.78	40.16	41.55	39.53	40.93	42.35
216	Cardiovascular Technologist Supervisor (MS - effective Feb 25, 2009)	20	46.97	48.59	50.28	46.97	48.59	50.28	47.42	49.06	50.76	48.33	50.00	51.74	49.26	50.96	52.74
101	Clinical Genetics Technologist I (MS - effective Dec 21, 2007)	17	37.17	38.49	40.30	37.17	38.49	40.30	37.53	38.87	40.69	38.26	39.63	41.47	39.01	40.40	42.27
1	Electrician (MS - effective Feb 3, 2012)	15	33.53	34.69	35.93	33.53	34.69	35.93	33.84	35.01	36.26	34.47	35.66	36.94	35.11	36.33	37.63
304	Electroneurophysiology Technologist (MS - effective Sept 12, 2011)	17	37.80	39.13	40.48	37.80	39.13	40.48	38.16	39.51	40.87	38.89	40.27	41.65	39.64	41.04	42.45

Schedule C - Market Supplemental Rates of Pay April 1, 2017 to March 31, 2023			April 1, 2017			April 1, 2018			April 1, 2019			April 1, 2020			April 1, 2021		
JJE Number	Job Title	Pay Band	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
305	Electroneurophysiology Technologist & Clinical Instructor (MS - effective Sept 12, 2011)	19	43.60	45.13	46.71	43.60	45.13	46.71	44.02	45.57	47.16	44.87	46.45	48.07	45.74	47.35	49.00
488	Electroneurophysiology Technologist & Clinical Instructor (Single Credential) (MS)	19	43.60	45.13	46.71	43.60	45.13	46.71	44.02	45.57	47.16	44.87	46.45	48.07	45.74	47.35	49.00
487	Electroneurophysiology Technologist (Single Certification) (MS)	16	37.80	39.13	40.48	37.80	39.13	40.48	38.16	39.51	40.87	38.89	40.27	41.65	39.64	41.04	42.45
260	Electroneurophysiology Technologist Working Supervisor (MS - effective Sept 12, 2011)	19	43.60	45.13	46.71	43.60	45.13	46.71	44.02	45.57	47.16	44.87	46.45	48.07	45.74	47.35	49.00
42	Health Information Management Practitioner (MS - effective Apr 15, 2010)	13	26.70	27.68	28.60	26.70	27.68	28.60	26.96	27.95	28.88	27.49	28.50	29.45	28.03	29.06	30.03
122	Health Information Management Practitioner & Office Assistant (MS - effective Apr 15, 2010)	13	26.70	27.68	28.60	26.70	27.68	28.60	26.96	27.95	28.88	27.49	28.50	29.45	28.03	29.06	30.03

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# 2021

■ Square represents 3 week schedule

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

February						
Su	Mo	Tu	We	Th	Fr	Sa
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21	22	23	24	25	26	27
28						

March						
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28	29	30	31			

April						
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May						
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30	31					

June						
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27	28	29	30			

July						
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August						
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September						
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October						
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31						

November						
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December						
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# 2022

January						
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February						
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March						
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April						
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May						
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June						
Su	Mo	Tu	We	Th	Fr	Sa
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26	27	28	29	30		

July						
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				1	2	
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
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21	22	23	24	25	26	27
28	29	30	31			

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

October						
Su	Mo	Tu	We	Th	Fr	Sa
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30	31					

November						
Su	Mo	Tu	We	Th	Fr	Sa
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27	28	29	30			

December						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	
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18	19	20	21	22	23	24
25	26	27	28	29	30	31