

Memorandum of Agreement  
Between

The Saskatchewan Government and General Employees Union  
(SGEU)

And

The Saskatchewan Association of Health Organizations Inc.  
(SAHO)

The Parties agree to the terms of this Memorandum of Agreement which represents full and final settlement of the terms of the Collective Agreement for the period April 1, 2012 to March 31, 2017.

The parties support the contents of this Memorandum of Agreement and agree to complete the ratification process no later than sixty (60) calendar days following the signing of this Memorandum of Agreement.

This Memorandum is conditional upon acceptance in total, failing acceptance by the membership of the union, the partnership discussions will be deemed at an end and bargaining will revert to the status of the proposal packages and agreed to articles as of June 26, 2013.

Unless stated otherwise, the terms and conditions of the said Collective Agreement become effective the date of signing of the Collective Agreement, which shall occur no later than thirty (30) days following ratification.

The parties agree that the attached articles as well as other matters negotiated and agreed to by the parties during this round of negotiations are applicable to the term of April 1, 2012 to March 31, 2017, represents amendments to the current Collective Agreement and all other articles of the Collective Agreement remain as current.

The parties also agree to change “SAHO” or “Saskatchewan Association of Health Organizations” to 3sHealth within the collective agreement wherever 3sHealth has become the body responsible for the administration of a benefit program or payroll process or any other appropriate clause. The intent of this agreement is housekeeping in nature and is not intended to change the interpretation or application of the clause.

This document is subject to errors and omissions.

## **1. Wages & Term**

### **Wages**

April 1, 2012 – 2.0%

April 1, 2013 – 1.5%

April 1, 2014 – 1.5%

April 1, 2015 – 1.55%

April 1, 2016 – 1.95%

Term ending March 31, 2017

Wage increases are applied to the base rate of pay. Where Market Supplements and/or Market Adjustments are in place, the existing Market Supplement amount and/or Market Adjustment amount will be added to the base rates of pay after the applicable wage increases have been applied.

### **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. 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 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.

Any employee who has been laid off subsequent to April 1, 2012 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.

The estates of employees who have passed away on or after April 1, 2012 are eligible for retroactivity. The estate of the employee must contact the employer and apply for such retroactivity.

## **SAHO / SGEU Collective Agreement Agreed To Language Amendments**

### **2.17 SAHO**

Shall mean the Saskatchewan Association of Health Organizations **Inc.**

### **2.XX 3sHealth**

Shall mean **Health Shared Services Saskatchewan (3sHealth).**

### **4.02 Dues Deductions**

The Employer shall deduct union dues, assessments and initiation fees from the earnings of each Employee. Such deductions shall be remitted to the **SGEU Chief Financial Officer** on or before the fifteenth (15<sup>th</sup>) day of the month following the calendar month in which the deductions were made accompanied by a list showing:

- **List of Employee names**
- **Quarterly address list**
- **Total Earnings for all Employees**
- **Regular Earnings for all Employees**
- **Actual hours worked**
- **Number of full time Employees**
- **Number of OTFT part time Employees**
- **Number of OTFT casual/relief Employees**
- **By Employer, the amount of union dues, assessments and /or initiation fees deducted from each Employee**
- **The amount of dues deducted for all Employees**
- **Phone numbers (if available)**
- **Status**

### **4.03 Changes in Dues Deduction**

The Union shall notify the Employer and **3sHealth payroll designate**, in writing, of the amount of dues to be deducted from the Employee's earnings not less than thirty (30) calendar days prior to the effective date of any change in the dues deduction.

### **4.04 SGEU Long Term Disability Premiums**

The Employer shall facilitate the deduction of the SGEU Long Term Disability Premiums as directed by the Union.

The Union shall notify the Employer and **3sHealth payroll designate**, in writing, of the amount of Long Term Disability premiums to be deducted from the Employee's earnings not less than thirty (30) calendar days prior to the effective date of any changes to the Long Term Disability premiums.

## **Article 4.06 – New Employees/Maintenance of 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.**

- The Employer agrees to acquaint every new Employee with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Article 4.01 Union Membership and Article 4.02 Dues Deductions. The Employer agrees to have

new Employees sign a **SGEU Union Membership Registration form** within thirty (30) calendar days of commencement of employment. Such forms shall be provided by the Union.

- The Union will post a list of local stewards on their bulletin board. On commencement of employment, as part of the orientation process this list will be identified to new Employees. Wherever possible, **the Employers' representative** will introduce the Employee to the Union steward or Union Representative, **to allow the SGEU representative to provide the Employee with a copy of the Collective Agreement and other pertinent information.**
- The Employer will provide the Bargaining Committee Representative with a list of new hires on a bi-monthly basis **in electronic format.**
- **The Union will provide copies of Union orientation information, in sealed envelopes, to the Employer for distribution to the applicable Employees at Regional Orientation sessions.**

#### **5.02 - No Racial, Ethnic, Personal, Gender Harassment**

- b) Examples of Racial, Ethnic, Personal and Gender Harassment

Racial, ethnic, personal and gender harassment may manifest itself by:

- i) unwelcome remarks, jokes, innuendoes or taunts of a sexual, racial or ethnic nature;
- ii) displaying materials, graffiti or pictures that degrade one's race, ethnic background or gender;
- iii) refusing to work with a person or excluding them from work activities, because of their race, ethnic background or gender;
- iv) insulting gestures, jokes, disparaging written materials based on race, ethnic background or gender that cause embarrassment or humiliation;
- v) inappropriate touching or seeking of sexual favors; or
- vi) **bullying**

#### **8.05 Seniority List 2nd paragraph**

The seniority list will be posted **in all work locations in the Health Region, in areas accessible to all Employees**, showing the name, hours of seniority and Employee type (Full-time or OTFT) for each Employee.

#### **8.05 Seniority List**

##### **4<sup>th</sup> Paragraph**

In addition a seniority list will be posted semi-annually **showing the seniority hours up to and including the week in which March 31 and September 30 fall**, and will be posted by the 15<sup>th</sup> of the following respective month. This seniority list will be used for the purposes of call-in/relief – Article 11.18 c) Revision to Application for Relief Work Form.

## 9.02 Bidding for Vacancies or New Positions

### Amend 3<sup>rd</sup> paragraph as follows:

All applications for positions must be received by Human Resources by **11:59pm** on the closing date for the job posting.

## 9.07 Appointment of Applicant

Following the determination of the successful applicant, the Local Union Negotiating Committee Member and the SGEU Staff Representative will be notified in writing, within **fourteen (14)** calendar days, of all applicant's names, the seniority hours of all applicants, and the successful applicant's name. All applicants will also be advised of the results of the competition and the name of the successful applicant.

## 9.08 Letter of Appointment

All successful applicants shall have their selection confirmed in writing by a Letter of Appointment which shall include:

- 1) Employee type (full-time, OTFT part-time, OTFT casual/relief);
- 2) Permanent or temporary;
- 3) Classification;
- 4) Rate of Pay;
- 5) **For full-time positions, number of hours per defined length of rotation;**
- 6) **For OTFT part-time positions, number of hours per defined length of rotation (where applicable), except where reduced on a Statutory Holiday(s) or alternate named day(s) (where applicable);**
- 7) Signature of Employee and Employer.

**Effective date of signing of the Collective Agreement, the Letter of Appointment, referenced in 6) above, may apply to vacancies or new positions in departments/programs/agencies where services are reduced on the Statutory Holiday(s) [or alternate named day(s)], due to operational requirements.**

**The Letter of Appointment, referenced in 6) above, would not apply when changes are made utilizing Article 11.19 Maximizing Employment.**

## Article 9.10 Temporary Vacancies

### *Housekeeping Change: ( c ) incorrectly referenced as 11.05 h)*

- c) 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 is concluded. If there is an extension to the position, it shall be offered to the employee currently filling the position prior to the position being posted. When the temporary work becomes redundant, the Employee shall be returned to her/his home position. If the Employee who created the original vacancy returns prematurely, the temporary Employee shall be returned to her/his home position and Article 11.05 i) - Work Schedules shall not apply to any subsequent Employee(s) affected by the change(s).

## 9.15 Trial Period

- d) During the trial period, the Employee shall return to her/his home position or OTFT casual/relief if the Employee is deemed unsuitable for the position or at the Employees written request. The Employee will be returned to her/his home position held, without loss of seniority and incremental benefits. Article 11.05 i) – Work Schedules shall not apply.
- f) Other Employees affected by the rearrangement of positions shall also be returned to her/his home positions without loss of seniority and incremental benefits. Article 11.05 i) Work Schedules shall not apply.

## Article 9.16 Multi-Site Work

- a) New Multi-site Position Created

Where a position is created that requires an Employee to work at more than one workplace in the Health Region, the Employer and the Union shall meet to determine such things as posting of the position, determination of a home workplace and orientation to the various workplaces.

**i.) The Employer shall pay transportation costs associated with travel between workplaces during the workday or provide a CVA.**

- b) Occasional Assignment to A Different Workplace

Employees requested to report to a workplace other than their home workplace, within the Health Region, on an occasional and short term basis, shall be assigned as follows:

- i) Qualified and able Employees will be approached in order of seniority and offered the opportunity for assignment. If more than one (1) person volunteers, the work will be assigned by seniority. If no Employees agree to the assignment, the Employer will assign the most junior qualified and able Employee.
- ii) The Employer shall provide workplace and service orientation to an Employee who is assigned.
- iii) The Employer shall pay transportation costs associated with travel between workplaces during the workday **or provide a CVA.**
- iv) This Article shall not be used to circumvent the rights of Employees under Article 11.18 - Assignment of Relief Work, except where operational requirements dictate.

## 11.01 Standard Hours of Work

- a) Full-time Employees

3<sup>rd</sup> paragraph

The three (3) week period shall mean that period designated by management between midnight on Saturday and midnight on the following third Saturday. The three (3)

week period shall be calculated from midnight on April 14, 2012.

#### **Article 11.01 Standard Hours of Work**

*(c ) correct roman numeral numbering as it went i, ii, iii, v and vi*

- c) Home Care Hours of Work
  - iii. An Employee may elect to work in other geographic localities within the Health Region, in which case time and travel to the first client and from the last client shall be without compensation.
  - iv. There shall be a pre-defined start and end time for each shift stated on the schedule.
  - v. Changes to the start or end time may occur by mutual agreement between the Employee and Employer or when offering additional client hours as per Article 11.01 c) i).

#### **11.01 Standard Hours of Work**

- f) Emergency Medical Services Employees Hours of Work
  - i) Notwithstanding other provisions of this Collective Agreement and consistent with *The Ambulance Act*, the standard hours of work for full time Employees shall consist of scheduled shifts so as to ensure a forty-two (42) hour week averaged over a period of sixteen (16) weeks and two thousand, one hundred and eighty-four (2184) hours annually. Hours of work do not include periods when the Employee is assigned standby as per Article 11.11 – Standby. Employees shall have their seniority capped at one thousand nine hundred and forty-eight point eight (1948.8) hours annually.
  - ii) **Other than Full-time Employees who report for work shall receive regular rates of pay for all hours worked. Overtime rates shall be paid for all hours worked in excess of the normal full time hours of work of eight (8) hours per day or one hundred and twelve (112) hours per three (3) week period. Other than Full-time Employees who report for EMS work shall be paid no less than three (3) hours at the regular rate in accordance with Article 11.07 a). For Employees on standby Article 11.11 d) i) would apply.**

#### **11.06 Shift Trades**

Employees shall notify the supervisor in writing in advance of exchanging scheduled shifts **or a minimum of three (3) consecutive hours** between themselves. All exchanges of scheduled shifts **or a minimum of three (3) consecutive hours** must be with other qualified Employees. Deviation from the schedule that results from Employees exchanging shifts **or a minimum of three (3) consecutive hours** shall not be subject to overtime provisions.

**All such trades shall be completed within ninety (90) days from the date of the initial trade.**

#### **11.08 Shift Differential**

A shift differential of two dollars and ten cents (\$2.10) per hour shall be paid for each hour or part of an hour worked by an Employee where the majority of the hours of the shift fall between 1500 hours and 0800 hours. The shift differential shall not apply when receiving overtime pay or premium pay.

**Effective the date upon which the parties exchange notice of ratification by their principles of the terms of the collective agreement, an increase in shift differential 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 differential from two dollars and forty three cents (\$2.43) per hour to two dollars and seventy five cents (\$2.75) per hour.**

#### **11.09 Weekend Differential**

A weekend differential 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, premium pay or receiving third weekend premium triggered by consecutive weekends worked, weekend differential shall not apply.

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

#### **11.11 Standby**

##### a) Standby Defined

Standby shall be defined as the period during which an Employee is not on regular duty, but has been assigned by the Employer to be on Standby and must be available to respond to a request to report to duty without undue delay. The duration of a Standby period shall result in a minimum payment of eight (8) hours.

##### b) Standby Premium

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.

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

**Effective the date upon which the parties exchange notice of ratification 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.**
- c) Alternate Arrangement for Standby

Provided the Employer in advance agrees, Employees on standby may make mutual arrangements with other qualified Employees to replace them, and must advise the Employer of such change.

- d) EMS Services - Standby and Reporting to Work
- i) **Employees called in from standby shall receive their regular rate of pay, with a minimum of two (2) hours pay.** Overtime shall apply for hours in excess of the normal full-time time daily hours or hours in the applicable averaging period.
  - ii) Hourly standby premium shall cease, subject to a minimum payment of eight (8) hours of standby, for the period of time the Employee is called in/back to work.
  - iii) OTFT EMS Employees shall be paid four dollars and twelve cents (\$4.12) for each hour on Standby with a minimum payment of eight (8) hours each day on Standby.

**Effective the date upon which the parties exchange notice of ratification by their principles of the terms of the collective agreement, OTFT EMS employees shall be paid five dollars (\$5.00) for each hour on Standby with a minimum payment of eight (8) hours each day on Standby.**

Note: Employees that are EMS personnel and work in another position in the Health Region shall be paid standby only when they are scheduled for EMS duties and not performing the duties of to the other position.

### **11.13 Rate of Pay for a Call Back**

- d) **Time off in Lieu of Call-Backs**

**Upon an Employees request an Employee shall have the option to bank time off in lieu for call back (s), in accordance with Article 11.17 – Time Off in Lieu Bank.**

### **11.15 Overtime Rates of Pay (1<sup>st</sup> two paragraphs – Current Language)**

- a) Overtime shall be offered to Employees within the Department in the same classification on the basis of seniority.

After overtime has been offered to all eligible Full-time and OTFT Employees, the following Employees may be called in to work at **the applicable rate(s) of pay:**

- Employees who are on approved Leave of Absence;
- Employees who are on vacation;
- ~~Employees who are on a Statutory holiday off;~~
- Employees who have indicated that they are not available for casual/relief work that day.

Refusals in these instances shall not constitute a refusal as defined in Article 11.18 h) – Assignment of Relief Work.

Employees shall not be called in to work overtime while on:

- Medical Care Leave;
- Family Leave;
- Bereavement Leave;
- Absence covered by WCB and/or LTD and/or Automobile Accident Insurance Act;
- Sick Leave.

In the event overtime is concurrent or coincident with shifts being worked to a maximum of three (3) hours, it shall be offered to the senior Employee already on shift, subject to operational considerations and patient/resident/client care situations.

#### **11.17 Time off in Lieu Bank of ~~Overtime Pay~~**

SAHO maintains current language with the amendment to the title as above.

#### **Article 11.18 Assignment of Relief Work**

##### **b) Application for Relief Work Form**

Employees must fill out one (1) Application For Relief Work form that will be distributed to the department(s)/program(s) and classification(s) where an Employee is on the relief list.

Periods of unavailability (*48 hours or less*) are for unexpected events that could not have been foreseen when the Application For Relief Work form was completed. Requests for absences from relief requirements may be granted insofar as the regular operation of the facility/agency will permit.

Employees wanting time away from the workplace for vacation shall request this time in accordance with Article 15.07 – Vacation Period/Posting/scheduling. Employees may request to have vacation credits (hours) inserted into their schedule, to a maximum of full time hours.

Along with the AFRW form, OTFT Employees shall provide a copy of schedule hours **from** other departments/programs and classifications (where applicable).

##### **g) Delete, renumber remainder of article.**

**j) Consecutive Hours and Days of Work and Rest Periods**

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- iii)** After working a combination of **shifts** totaling forty-eight (48) hours **on consecutive** days, an Employee shall receive at least one (1) day of rest.
- iv)** All OTFT **Employees** shall have a minimum of six (6) days off in a three (3) week period.

**12.02 Increments**

- a) First three (3) paragraphs current language

Eligible hours for earning increments include:

- All paid hours including vacation and Statutory Holiday pay but excluding overtime;
- All hours for leave of absence with pay;
- Hours for an authorized leave of absence without pay for thirty (30) calendar days or less;
- Hours absent while on Workers Compensation benefits **and SGEU LTD**;
- All hours absent for leave granted under Article 18.06 - Union Leave; and
- Hours on lay-off up to thirty (30) calendar days,

- b) current language

- c) current language

**13.01 Group Life Insurance Plan**

***Housekeeping Change:***

A Group Life Insurance plan with terms, conditions and benefits administered by **3sHealth** shall be provided whereby the Employer (using the Employee's share of the Employment Insurance Rebate) shall pay for the first twenty-five thousand dollars (\$25,000.00) coverage for all eligible Employees except students. For all students the coverage shall be two thousand dollars (\$2,000.00).

**13.03 Core Dental Plan**

***Housekeeping Change:***

A Core Dental Plan with terms, conditions and benefits administered by **3sHealth** shall be provided whereby the Employer shall pay the full cost of the premiums.

**13.05 The Employee and Family Assistance Program**

**The Employer shall maintain 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. In the event changes to the Program are required discussion with the Union will occur. The program shall be provided by the Employer and shall include counseling 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.**

#### **15.06 Carry-over of Unused Annual Vacation Leave**

- a) All Employees shall be entitled to carry over up to forty (40) hours of vacation credits without a request.
- b) Upon written request, in special circumstances, the Employer may approve the carry-over of up to an additional forty (40) hours of vacation credits.
- c) For Employees who have been off work due to certified illness for an extended period of time, the Employee will carry-over his/her vacation credits. Should the Employee be off work for three (3) years and one hundred and nineteen (119) calendar days, vacation credits in excess of one hundred and twenty (120) hours shall be paid out if the vacation payout does not affect the benefit from the third party insurer. The Local Union will be notified before vacation credits are paid out.
- d) Any vacation credits remaining in the employees vacation bank at seven (7) years and one hundred and nineteen (119) days, which were earned prior to the commencement of the leave and the payout of which will not affect the benefit from a third party insurer, will be paid out when the employee reaches seven (7) years and one hundred and nineteen (119) days on SGEU LTD. Any remaining vacation credits beyond this date will be paid out at the same rate of pay as those paid at seven (7) years and one hundred and nineteen (119) days regardless of what future date they are paid out.**

#### **16.01 Statutory Holidays**

Maintain current language with the following addition:

**Employer(s) shall provide the Union with a list of dates upon which the Statutory Holidays will be observed by December 15<sup>th</sup> of the preceding year.**

#### **16.03 Statutory Holidays**

Maintain current language (inclusive of the **housekeeping amendment to 4.93%** )

#### **17.03 Notice of Illness**

An Employee who will be absent from duty on account of sickness or injury, shall notify

her/his immediate supervisor **or designate (if immediate supervisor not on duty)**, at least one (1) hour prior to the commencement of the scheduled shift, indicating the nature and expected duration of such illness. No Employee shall be entitled to benefits for time previous to such notification unless the delay shall be shown to be unavoidable.

#### **17.12 Immunization/ Communicable and Occupational Diseases**

**Any time lost as a result of:**

- **immunization required by the Medical Health Officer in accordance with the Saskatchewan Immunization Manual or the Canadian Immunization Guide; or**
- **quarantine as determined by the Medical Health Officer; or**
- **being prohibited from working by the Employer as a result of exposure to an infectious disease as a result of her/his employment;**

**shall not result in loss of pay or reduction of the Employee's sick leave credits. In the case of Other than Full Time Employees, wages and benefits shall be based on scheduled shifts inside the posted and confirmed period. Outside the posted and confirmed period OTFT Employees shall be paid based on the average number of paid hours in the last fifty-two (52) week period preceding the date of such time lost. If the employee has been employed for less than fifty-two (52) weeks, the average number of paid hours will be calculated based on the number of weeks of employment, or as stated in her/his letter of appointment, whichever is greater.**

#### **18.03 Indefinite Leave of Absence**

a) Definition

Indefinite leave of absence means the relinquishment of a full-time or OTFT part-time position, while retaining employment status with the Employer, for an undetermined period of time not exceeding three (3) years.

b) Request for General Indefinite Leave of Absence

- i. A full-time or OTFT part-time Employee may, for valid reasons, be granted indefinite leave of absence without pay.
- ii. Except in extenuating circumstances all requests for general indefinite leave of absence must be submitted, in writing, twenty-eight (28) calendar days in advance to the immediate supervisor with a copy to the Local Union.

c) Reinstatement from Indefinite Leave

- i. At any time during the period of indefinite leave, should an Employee subsequently be qualified and able to perform work in their former occupation or any occupation, the Employee will be placed on the relief call in list and shall be entitled to bid for a vacancy or new position using their previously accumulated seniority earned in accordance with Article 8.02 Accumulation of Seniority.
- ii. Where an Employee, after completing three (3) years and one hundred and nineteen (119) consecutive calendar days on **SGEU LTD**, **WCB**, or **AAIC** remains unable to fill the requirements of their position, the position formerly occupied will be posted and filled on a permanent basis and the Employee will be placed on an indefinite leave of absence.

- iii. **When an Employee is in receipt of SGEU LTD, WCB or AAIC benefits and such benefits would be negatively impacted by a termination, the Employee will be placed on an extended leave of absence until such time as the applicable benefit(s) will no longer be impacted by a termination. The Employee will maintain previously accumulated seniority. In no case will an employee be terminated prior to seven years (7) and one hundred and nineteen (119) consecutive calendar days on SGEU LTD, WCB, or AAIC.**

#### **18.10 Compassionate Care Leave**

**The purpose of compassionate care leave is for the employee to access time away from work, without pay, for a period of up to six (6) months, 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.**

#### **18.11 Bereavement Leave**

Upon request, on the death of a family member, an Employee shall be granted a definite leave of absence with pay from scheduled work occurring between the date of death and two (2) days after the funeral as follows:

- a) Up to four (4) working days in the event of the death of the Employee's mother, father, spouse, same-sex spouse, common-law spouse, former guardian, fiancé, brother, sister, child, step-child, mother-in-law, father-in-law, grandchild or some other person to whom the Employee has had a similar relationship.
- b) Up to two (2) working days in the event of the death of the Employee's grandparent, grandparent-in-law, great-grandparent, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, niece or nephew.
- c) An Employee granted leave in a) or b) above shall be granted an additional two (2) working days leave without loss of pay or benefits, from the date of death to the third (3<sup>rd</sup>) day following the funeral, if required to travel over five hundred (500) kilometers one way to attend the funeral.
- d) An Employee acting as an active pallbearer or delivering a eulogy shall be granted up to four (4) hours bereavement leave with pay.
- e) **Where there is a memorial service instead of a funeral, the period of absence from the workplace for the purposes of bereavement leave shall be the same.**
- f) **Where there has been a funeral, an employee may access one (1) day of bereavement leave for the purpose of attending a memorial service or an interment so long as the total period of absence does not exceed the maximum as per a) through c) above and the memorial service or interment occurs within one (1) year from the date of death.**
- g) The Employee may also request additional leave (eg: vacation leave, leave without pay, etc.).

#### **18.15 Medical Care Leave**

An Employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time may be granted definite leave of absence with pay. Such leave shall not exceed sixteen (16) hours per payroll year and the Employee shall provide a copy of notice of confirmation of appointment to their immediate supervisor.

**Where an Employee is unable to make necessary arrangements outside of work time for any ongoing treatment or medical investigation, an Employee shall have access to sick leave credits.**

### **19.01 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 a transportation allowance of ~~thirty six zero two cents (\$3602)~~ **thirty nine point nine four cents (\$0.3994)** per kilometer South of the 54<sup>th</sup> parallel and ~~thirty nine seven eight cents (\$3978)~~ **fourty four point one three cents (\$0.4413)** North of the 54<sup>th</sup> parallel, with a minimum of four dollars and fifty cents (\$4.50) per round trip.

b) When an Employee is requested and agrees to use her/his own automobile for the Employer's business after the normal travel to work and before traveling home from work, such Employee shall be paid a transportation allowance of ~~thirty six zero two cents (\$3602)~~ **thirty nine point nine four cents (\$0.3994)** per kilometer South of the 54<sup>th</sup> parallel and ~~thirty nine seven eight cents (\$3978)~~ **fourty four point one three cents (\$0.4413)** North of the 54<sup>th</sup> parallel, with a minimum of four dollars and fifty cents (\$4.50) per round trip.

c) Time and Travel for Home Care Employees

Home Care Employees who use their own automobile shall be paid a transportation allowance of ~~thirty six zero two cents (\$3602)~~ **thirty nine point nine four cents (\$0.3994)** per kilometer South of the 54<sup>th</sup> parallel and ~~thirty nine seven eight cents (\$3978)~~ **fourty four point one three cents (\$0.4413)** North of the 54<sup>th</sup> parallel with a minimum of four dollars and fifty cents (\$4.50) per day. An Employee assigned to rural clients (outside of town/village limit), in any given work day, shall receive transportation allowance, plus her/his regular rate of pay for actual time spent traveling to the first client of the day and from the last rural client of the day, to her/his designated base or home, whichever is closer.

A Home Care Employee called out on a third occasion in a twenty-four (24) hour period, and with a break in excess of one hour, shall receive an additional compensation of four dollars and fifty cents (\$4.50) for transportation.

d) The transportation rate shall be adjusted (increased or decreased) to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI) for January 2008 over October 2007. The adjustment percentage will be rounded off to the nearest one-hundredth (1/100) of one per cent. The amount of the adjustment yielded by the procedure shall be rounded to the nearest one hundredth of one (\$0.001) cent.

Further reviews will be done according to the following table:

<u>Review Period</u>	<u>Effective Date of Adjustment</u>
<del>January 2008 over October 2007</del>	April 1, 2008
<del>April 2008 over January 2008</del>	July 1, 2008
<del>July 2008 over April 2008</del>	October 1, 2008
<del>October 2008 over July 2008</del>	January 1, 2009
<del>January 2009 over October 2008</del>	April 1, 2009
<del>April 2009 over January 2009</del>	July 1, 2009
<del>July 2009 over April 2009</del>	October 1, 2009
<del>October 2009 over July 2009</del>	January 1, 2010
<del>January 2010 over October 2009</del>	April 1, 2010
<del>April 2010 over January 2010</del>	July 1, 2010
<del>July 2010 over April 2010</del>	October 1, 2010
<del>October 2010 over July 2010</del>	January 1, 2011
<del>January 2011 over October 2010</del>	April 1, 2011
<del>April 2011 over January 2011</del>	July 1, 2011
<del>July 2011 over April 2011</del>	October 1, 2011
<del>October 2011 over July 2011</del>	January 1, 2012

<b>REVIEW PERIOD</b>	<b>EFFECTIVE DATE</b>
<b>January 2014 over October 2013</b>	<b>April 1, 2014</b>
<b>April 2014 over January 2014</b>	<b>July 1, 2014</b>
<b>July 2014 over April 2014</b>	<b>October 1, 2014</b>
<b>October 2014 over July 2014</b>	<b>January 1, 2015</b>



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

**Any changes to the transportation rate which occur between the signing of this document and the final copy for printing of the collective agreement will be reflected in the printed collective agreement, to the extent changes are allowed by the printer.**

**e) Additionally, effective April 1, 2014, a monthly car 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.**

#### **19.12 Professional Fees**

The Employer shall reimburse eligible Employees to a maximum of one hundred and fifty (\$150.00) dollars annually for costs associated with professional or licensing fees that Employees are required to pay by either statute or the Employer.

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 April 1, 2008, whichever is greater.

**Effective April 1, 2014** the maximum reimbursement shall be ~~one hundred and seventy-five dollars (\$175.00)~~ **two hundred dollars (\$200)** or the professional fee amount established by the professional association required to practice as of April 1, ~~2008~~, **2012**, whichever is greater.

Reimbursement for Employees working in two (2) or more Geographic Health Regions 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.

#### **20.01 Northern District Allowance**

Revise table as follows:

Location	June 30, 2013	October 6, 2013	October 5, 2014	October 4, 2015
1	\$216.00	218.50	222.00	225.50
2	134.50	136.00	138.50	141.00
3	90.00	91.00	92.50	94.00

## 20.08 Retention Strategies

The following classifications shall be eligible for the annual northern retention payment:  
Kelsey Trail Health Region (Cumberland House)

- Dental Assistants
- Licensed Practical Nurse

Mamawetan Churchill River Regional Health Authority (~~La Ronge, Creighton~~)

- Licensed Practical Nurse
- Licensed Practical Nurse Working Supervisor
- Medical Laboratory Technologist & X-Ray Technician
- Diagnostic Medical Sonographer Working Supervisor
- Medical Laboratory Technologist I
- Medical Laboratory Technologist II
- Combined Laboratory & X-Ray Technician
- Health Information Management Practitioner
- Health Information Management Coordinator
- Dental Assistant
- Head Cook
- Cook
- Occupational and Physical Therapy Assistant
- Diagnostic Medical Sonographer
- Staff Scheduler

Keewatin Yatthé Regional Health Authority

- Combined Laboratory & X-Ray Technician
- Licensed Practical Nurse
- Dental Assistant
- Licensed Practical Nurse Working Supervisor
- Medical Laboratory Technologist Supervisor
- Payroll & Benefits Officer
- Cook
- Head Cook
- Staff Scheduler

**This list may be amended by mutual agreement between the parties.** All qualified Employees shall receive annual northern retention payments after each year of service in the North. Employees shall receive the northern retention payment annually on their hiring anniversary date. The annual northern retention payment shall be prorated for OTFT Employees. The prorated calculation will be in direct relations to the Employee's paid hours as compared with full-time annual hours of work.

The annual northern retention payments for the eligible classifications shall be as follows:

	<u>April 1, 2010</u>	<u>April 1, 2013</u>
La Loche, Sandy Bay	\$3,500.00	<b>\$3,800.00</b>
Ile a la Crosse	\$3,335.99	<b>\$3,635.00</b>

Buffalo Narrows	\$3,064.00	<b>\$3,364.00</b>
Cumberland House	\$2,805.00	<b>\$3,005.00</b>
Beauval	\$2,082.00	<b>\$2,282.00</b>
Creighton	\$1,782.00	<b>\$1,932.00</b>
La Ronge	\$1,750.00	<b>\$1,900.00</b>

An eligible Employee who transfers or terminates prior to completion of a full year of service, shall be entitled to the northern retention payment on a prorated basis if the Employee has completed six (6) or more months of continuous service since her/his last employment anniversary date. The prorated calculation will be in direct relation to the Employee's paid hours as compares with full-time annual hours of work.

Eligible Employees who relocate between locations covered by this Article 20.08 shall receive the applicable payments based on the amount of time spent in each location. Such work shall be considered continuous service as if the Employee worked at a single northern location.

**Article 27.09 Behavioral Incident Assessment**

When an incident demonstrates that a client/patient/resident's behavior may constitute a risk to the safety of another client or employee, a meeting shall be convened within forty-eight (48) hours, **or as soon as possible thereafter**, 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.

**The parties agree to renew and sign the following Letters of Understanding:**

- LOU#2 Extended Twelve (12) Hour Shifts Schedule
- LOU#5 Provisions for Former SGEU/PSC Employees
- LOU#6 Public Service Superannuation Plan
- LOU#7 Termination After Lay Off or Due to Ill Health and Calculation of Service for Gratuity
- LOU#14 Wage Rates for Graduates

**The parties agree to renew and sign Letter of Intent #1:**

Re: Workplace Wellness Committee

**Move to Historical Documents**

- LOU#12 Review of Technologist/Technician Classifications

**Letter of Understanding #3**

**Re: Job Share**

5. Existing Job Share Arrangements

The terms of this Letter of Understanding are not intended to alter existing job share **arrangements that may be in effect. If a job share partner in an existing job share arrangement** terminates her/his partnership, then the terms of this Letter of Understanding would apply for the request by the other partner for renewal, as well as the new job share

that might be implemented. Any issues that might arise regarding the maintenance or renewal of existing job share arrangements shall be addressed through discussions between the Employer and Chair of the **Negotiating** Committee.

## **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 #8**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

**SASKATCHEWAN GOVERNMENT AND GENERAL**

**EMPLOYEES' UNION (SGEU)**

**SERVICE EMPLOYEES INTERNATIONAL UNION - WEST (SEIU-West)**

**AND**

**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 Benefits Plan as of April 1, **2012**, will continue at no cost to the employee, until March 31, **2017**.

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.

**Letter of Understanding #10**

*Housekeeping Change: (remove e) from before EMS Positions)*

**Re: Implementation Issues-Provider Group Joint Job Evaluation**

EMS Positions

- a) 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.
- b) In cases where an Employee's non EMS portion of the position has a rate of pay higher than the EMS portion of the Employee shall not suffer any reduction in pay when performing EMS duties (e.g. LPN/EMR; LPN/EMT; LPN/EMTA).

**LETTER OF UNDERSTANDING #18  
BETWEEN  
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS INC. (SAHO)  
AND  
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION (SGEU)  
Re: Licensed Practical Nurses**

**The Kelsey Trail Health Region, Keewatin Yatthé Regional Health Authority, and the Mamawetan Churchill River Regional Health Authority 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 LPNs' professional skills.**

**LETTER OF UNDERSTANDING # \_\_\_\_  
BETWEEN  
SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS INC. (SAHO)  
AND  
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION  
(SGEU)**

**RE: Shifts Offered in Error (Pay for Work Performed)**

Employees offered additional shifts in error can have those shifts changed within the posted and confirmed period without triggering overtime provided the Employer makes the 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 more senior Employee while honoring the commitment made to the more junior employee.

**In order for an employee to receive pay for a missed shift they must work the hours associated with that pay. As well, an employee should not lose out on opportunities to work additional**

hours. Where an error is made in the allocation of relief work at regular rates of pay, the following process will be followed:

- The error must be discovered and reported no later than twenty-one (21) calendar days after the work is performed. If not raised within the twenty-one (21) calendar days, no remedy will be provided.
- If an error is raised and confirmed, the matter will be remedied by the employee selecting and working a replacement supernumerary shift of equivalent value, in the same department and classification, within eight (8) weeks of the missed shift, or within another time period as agreed to by the employee and the employer.
- If the employee would have normally been offered another shift at the same time as the replacement shift, the employee will work the regular shift and be offered another opportunity to select a replacement supernumerary shift of equivalent value, in the same department and classification within the next four (4) week period following the date of the conflicting shifts, or within another time period as agreed to by the employee and the employer.  
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.

**Note: Current 11.18 g) to be deleted and remainder of article to be renumbered.**

**The parties agree that the wage schedules will be as follows:**

- Schedule A - Will include all provincial JJE jobs
- Schedule B - Will include market adjusted rates of pay
- Schedule C - Will include market supplemented rates of pay

Historical Documents

**The parties agree to include the “historical documents” in the Collective Agreement.**

**The parties withdraw all other outstanding items. All items agreed to remain agreed to.**