

COLLECTIVE AGREEMENT

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA
(herein called the “Alliance”)

and

ALL NATIONS’ HEALING HOSPITAL INC.
(formerly Fort Qu’appelle Indian Hospital inc.)

(herein called the “Hospital”)

April 1st, 2008 to March 31st 2012

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PART 1 - GENERAL

PREAMBLE

It is the purpose of both parties to this Collective Agreement to maintain harmonious relations and settled conditions of employment between the Hospital and the Alliance, to promote co-operation and understanding between the Hospital and its staff, to recognize the value of joint discussion and negotiations in all matters pertaining to conditions of employment, rates of pay and hours of work, to secure prompt and equitable disposition of grievances, to promote the well being of all employees of the bargaining unit, to promote efficient operation of the Hospital and that first consideration will be given to the welfare of the patients of the Hospital, and to provide optimum hospital and clinical services to First Nations' People and the general public.

ARTICLE 1 – RECOGNITION AND SCOPE

- 1.01 The Hospital recognizes the Alliance as the sole and exclusive bargaining agent for employees in the classifications included in the bargaining unit as certified by the Canada Labour Relations Board on the 14th day of November, 1996.
- 1.02 In the event that the Hospital creates a new classification (which did not exist on the signature of this Agreement), it undertakes to inform the Alliance of the creation of this new classification together with the Hospital's position as to whether such classification is to be recognized as being part of the bargaining unit. Upon a written request from the Alliance within forty-five (45) days of notification to this effect, the Hospital shall meet with the Alliance in order to discuss the Hospital's position on the inclusion or exclusion of this classification in the bargaining unit.
- 1.03 In the event that the parties fail to agree on whether such classification shall be included or excluded, either party may refer the case to the Canada Labour Relations Board for decision.
- 1.04 This Agreement may be amended by mutual consent.

ARTICLE 2 – DEFINITIONS AND INTERPRETATIONS

For the purpose of this Agreement:

- 2.01 "administrator" means the Director of the All Nations' Healing Hospital and File Hills Qu'Appelle Tribal Council Health Service.
- 2.02 "Bargaining Agent" means the party described in the certificate issued by the Canadian Labour Relations Board on November 14, 1996, certifying the Public Service Alliance of Canada to represent employees of the Employer;

- 2.03 "bargaining unit" means the employees of the Employer as defined in Article 1 - Recognition & Scope and in the certificate issued by the Canadian Labour Relations Board on November 14, 1996;
- 2.04 "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse;
- 2.05 "continuous employment" means uninterrupted employment with the Employer and includes service in the Federal Public Service for the purposes of calculating seniority as referenced in Article 37 - Seniority;
- 2.06 "day of rest" in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave or absent from duty without permission;
- 2.07 "Employee" means a person so defined by the Canadian Labour Code and who is included in the Bargaining unit;
- 2.08 "Employer" shall mean the All Nations' Healing Hospital Inc. Board;
- 2.09 "Executive Committee" means and includes the Board Chairperson, Vice Chairperson, Corporate Secretary and Hospital Administrator;
- 2.10 "immediate family" means spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including stepparents or foster parents), any relative permanently residing in the employee's household or with whom the employee permanently resides, or any person for whom the employee has ongoing care-giving responsibilities who does not reside with the employee;
- 2.11 "Alliance" means the Public Service Alliance of Canada;
- 2.12 "spouse" shall be deemed to include common-law spouse as defined in this Article;
- 2.13 "vacation year" means the fiscal year commencing on the first day of April in each calendar year and concluding on the 31st of March the following year;

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 All the functions, rights, powers and authority, which the Hospital has not specifically abridged, delegated or modified by this Agreement, are recognized by the Alliance as being retained by the Hospital.
- 3.02 In administering this agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole.

PART 2 – UNION AND STAFF RELATIONS MATTERS

ARTICLE 4 – ALLIANCE REPRESENTATION

- 4.01 The Hospital acknowledges the right of the Alliance to appoint employees as representatives.
- 4.02 The Alliance agrees to provide the Hospital with a current list of officers and authorized representatives.
- 4.03 One (1) member of this bargaining unit will be granted necessary time-off without pay to meet with the hospital for the purpose of conducting negotiations.
- 4.04 Authorized representatives shall obtain the permission of their immediate supervisor before leaving their work to investigate complaints of an urgent nature, to meet with management on a grievance or to attend a meeting at the request of management. Such permission shall not be unreasonably withheld. The authorized representative shall, where practicable, report back to his/her supervisor when resuming their normal duties.
- 4.05 Employee representatives appointed by the Alliance required to attend meetings with the Employer, to which the Alliance appoints representatives shall suffer no loss of pay and benefits for time spent at such meetings. Employees may be entitled to equivalent time off if requested. Off-duty employees who attend such meetings shall be compensated for a minimum of one (1) hour.

ARTICLE 5 – UNION DUES

- 5.01 The Hospital agrees to deduct the amount of monthly dues, as determined by the Alliance, from the pay of each employee covered by this agreement, whether a member of the Alliance or not.
- 5.02 Dues deductions from pay for each employee in respect of each month will start with the first full calendar month of employment. Where an employee does not have sufficient earnings in respect of any calendar month to permit deductions, the Hospital shall not be obligated to make such deductions from subsequent salary.
- 5.03 The Hospital agrees to make deductions for the Public Service Alliance of Canada Group Insurance Plan on the basis of production of appropriate documentation.
- 5.04 The above deductions shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made, but no later than one (1) month after deductions are made, and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.

- 5.05 The Alliance shall notify the Hospital in writing of any changes in the amount of dues at least two months in advance of the end of the pay period in which the deductions are to be made.
- 5.06 At least monthly, or as required, the Hospital shall supply the Local Union with a list of employees who have terminated, who are on unpaid leaves, or who have been absent for at least one month on Workers Compensation or Long Term Disability.

ARTICLE 6 – AGREEMENT INFORMATION

- 6.01 The Alliance agrees to provide each newly hired employee with a copy of the collective agreement and the Hospital agrees to provide the local Union President or designate with up to fifteen (15) minutes paid leave to acquaint newly hired employees, at the time of orientation, with the fact that a collective bargaining relationship exists between the Alliance and the Hospital.
- 6.02 The Alliance agrees to provide existing employees with a copy of the collective agreement.
- 6.03 The Alliance agrees to print the collective agreement and the Hospital agrees to share equally the cost of the printing.

ARTICLE 7 – BULLETIN BOARDS AND ACCESS TO FACILITY

- 7.01 The Alliance shall be allowed to use existing bulletin boards and electronic communications systems, where applicable.
- 7.02 A duly accredited representative of the Alliance shall be permitted access to the Hospital's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management, at times mutually agreeable to the parties.
- 7.03 The Local shall have access to meeting room space at the Hospital subject to availability.

ARTICLE 8 – NON-DISCRIMINATION

- 8.01 It is agreed that there shall be no discrimination, interference, restriction, coercion or harassment exercised or practiced with respect to any employee by reason of age, creed, race, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, mental or physical disability which does not render an employee incapable of performing assigned duties following reasonable accommodation by the Hospital, nor by reason of membership or non-membership or activity in the Alliance.

- 8.02 Where, under the Human Rights Act, reasonable accommodation is required to meet employees' special needs, the parties may jointly agree to waive provisions of the agreement in order to achieve such accommodation.
- 8.03 The parties recognize that, in keeping with the general law, this collective agreement is to be interpreted in conformity with the principles established by the *Canadian Human Rights Act*. It is the intent of the parties that, in the event of ambiguity in wording or conflict between clauses, the interpretation which best promotes elimination of direct or adverse discrimination is to be adopted.

ARTICLE 9 – WORKPLACE HARASSMENT

- 9.01 The Alliance and the Hospital recognize the right of employees to work in an environment free from harassment, whether sexual or personal.
- 9.02 For the purposes of this Article, the parties agree that harassment shall be as defined in the Canadian Human Rights Act.
- 9.03 Complaints and grievances under this Article shall be handled in strict confidence and both parties will work together in recognizing and dealing with such problems.
- 9.04 Grievances under this Article may be submitted at Step 2 of the Grievance Procedure. The Hospital will appoint a person responsible for dealing with a complaint and grievance of sexual or personal harassment. The investigation and response will be handled with all possible confidentiality and dispatch.
- 9.05 If the grievance is not dealt with to the satisfaction of the employee, the grievance may be referred to arbitration, in accordance with Article 10 of this agreement.

ARTICLE 10 – GRIEVANCE PROCEDURE

Preamble

The Employer reserves the right to discipline employees for just cause. The parties agree that discipline is to be corrective rather than punitive.

- 10.01 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of this Agreement.
- 10.02 **Complaint**
An employee who has a complaint may discuss it orally with his/her immediate supervisor or designate, either alone or, at the request of the employee, in the presence of an Alliance representative. In the event that the complaint is not settled in this manner, it may then become a grievance.

10.03 Step I

An employee may, in the presence of an Alliance Representative, submit a grievance in writing to the Departmental Head or designate within ten (10) working days from the date the grievor became aware of the circumstances giving rise to the grievance, or the date of failure to settle the complaint as per Art 10.02. Within ten (10) working days of receipt of the grievance, the Departmental Head or designate shall reply in writing. This step may be waived if the Departmental Head or designate is not an out-of-scope employee.

10.04 Step 2

Failing satisfactory settlement at Step 1, the grievor in the presence of an Alliance Representative may submit the grievance to the Administrator or designate within ten (10) working days from the date of receipt of the reply to the grievance from Step 1. Within ten (10) working days of receipt of the grievance, the Administrator or designate shall reply in writing.

10.05 Step 3

If the grievance remains unsettled, the grievance may be referred within ten (10) working days to the Board of All Nations' Healing Hospital Inc. Within fifteen (15) days, the Board of All Nations' Healing Hospital Inc. shall reply in writing.

10.06 (a) The time limits set out above may be extended by mutual agreement between the Employer and the Local of the Union.

(b) No representative of management may represent at more than one (1) step of this procedure.

10.07 In the event that the grievance remains unsettled, the matter shall be referred to arbitration within thirty (30) working days of the Board of All Nations' Healing Hospital Inc. decision. If the grievance is not taken to arbitration, as herein provided within thirty (30) days, the grievance shall be deemed to have been settled.

10.08 Should the grievance not be resolved at Step 3 either party may, by written notice to the other party, refer the matter to arbitration, which notice shall be given within the time permitted in article 10.07.

10.09 The parties agree that any arbitration arising out of this Agreement shall be conducted before a single arbitrator to be mutually agreed upon by the parties.

10.10 If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either receives notification of a wish to proceed to arbitration, then either party may ask the Minister of Labour (Canada) to appoint a single arbitrator. This appointment shall be accepted by both parties.

10.11 The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code, Part 1, in addition to any powers, which are contained in this Agreement.

- 10.12 The arbitrator shall hear and determine the matter and shall issue a decision, which shall be final and binding upon both parties and upon any employee affected by it. The arbitrator shall not make any decision inconsistent with the provisions of this Agreement.
- 10.13 As an alternative to the formal arbitration process set out in the foregoing paragraphs, by mutual agreement of the parties, a grievance may be referred to a previously agreed upon person who shall hear the grievance and who shall at the conclusion of the hearing, give an oral decision without reasons. Such decisions may not be used to alter, modify or amend any part of the Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means.
- 10.14 The parties shall each pay one-half (½) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

ARTICLE 11 – DISCIPLINE

- 11.01 Prior to suspending or discharging an employee, the Hospital shall hold a hearing with the employee. The Hospital shall give the employee and a representative of the Alliance Local as much advance notice of the hearing as is reasonable under the circumstances and the employee, at his/her option, may have a representative of the Alliance present.
- 11.02 Where disciplinary action has been taken, the employee shall be notified in writing of the disciplinary action and the circumstances that made the action necessary. The Hospital shall notify the Alliance of all suspensions and discharges.
- 11.03 Documentation of disciplinary action shall be removed from the employee's file provided there has been no further discipline of a similar nature rendered within two (2) years of the initial discipline.

ARTICLE 12 – JOINT CONSULTATION

- 12.01 The Hospital and the Alliance agree to establish and maintain a Committee that shall be comprised of representatives of the Hospital and the Local Union.
- 12.02 The Committee shall meet at the request of either party subject to a minimum of three (3) days notice being given.
- 12.03 The purpose of the Committee shall be to discuss, study and make recommendations to the Hospital and the Alliance regarding matters of mutual concern.
- 12.04 The Committee shall not have jurisdiction over any matter of collective bargaining or the administration of the Agreement. The Committee shall not have the power

to bind either the Alliance, the employees or the Hospital to any conclusions reached in their discussions.

12.05 The Hospital will grant leave without loss of pay to employees attending joint consultation meetings.

ARTICLE 13 – SAFETY AND HEALTH

13.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The provisions prescribed in Part II of the Canada Labour Code apply to this Agreement and shall be observed by the parties involved.

13.02 The Employer will welcome suggestions on the subject from the Alliance and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury or occupational illness.

13.03 Immunization and Influenza Vaccine

(a) Any time lost as a result of:

- **Immunization required by the Employer or;**
- **Quarantine 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.

The Employer agrees to provide immunizations as required for Health Care workers in accordance with the Canadian Immunization Guide and the Center for Disease Control.

(b) Influenza Vaccine

The parties agree that influenza vaccination may be beneficial for patients and employees. Upon recommendation pertaining to the Facility of a specifically designated area(s) thereof from the Medical Health Officer or in compliance with applicable provisional legislation, the following rules shall apply;

- 1) Employees shall, subject to the following be required to be vaccinated for influenza.**
- 2) If the full cost of such immunization is not covered by some other source, the Employer shall pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during the Employee's working hours. In addition, Employees will be**

- provided with information, including risks and side effects, regarding the vaccine.
- 3) Employers recognize that Employees have the right to refuse any required immunization.
 - 4) If an Employee refuses to take the vaccine required under this provision, in the event of an outbreak in the Facility, the employee shall be placed on unpaid leave of absence. The Employee has the option of taking antiviral drugs and returning to work when cleared or not taking the antiviral drugs and being reassigned by the Employer where applicable. If an Employee is placed on unpaid leave, she/he may use vacation credits or banked time in lieu of overtime as per Article 21.03 or 17.08, in order to maintain her/his income.
 - 5) If an Employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she/he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the Employee will be paid in accordance with Article 24. It is agreed that any such reassignment will not adversely impact the scheduled hours of other Employees. Anytime lost shall not result in loss of the Employee's sick leave credits.
 - 6) If an Employee gets sick as a result of the vaccination and applies for Workers' Compensation Benefits, the Employer will not oppose the claim.
 - 7) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to Employees free of charge.

This clause shall be interpreted in a manner consistent with the Canadian Human Rights Code.

13.04 The parties agree that any Occupational Health and Safety complaints filed under Part ii of the Canada Labour Code shall be heard directly by the Canada Labour Relations Board.

ARTICLE 14 – TECHNOLOGICAL CHANGE

14.01 The parties agree that they are bound by Part I of the Canada Labour Code except for sections 52, 54 and 55.

14.02 In this Article 'Technological Change' means:

- (a) the introduction by an Employer into the work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the employer in the operation of the work undertaking or business; and/or
- (b) a change in the manner in which the Employer carries on the work, such as changes in operating methods, dissolution of departments (units) or facility

closure or conversion, where instituting such changes will cause dislocation, reduction or demotion of the existing workforce.

- 14.03 The parties agree to have meaningful consultations in order to eliminate or minimize the adverse effects of technological change on employees. The Employer agrees to assist employees affected by the technological change to adjust to the effects of the technological change.
- 14.04 The Employer agrees to provide at least one hundred and twenty (120) days written notice to the Alliance of the introduction or implementation of technological change prior to the date on which changes are to occur.
- 14.05 The written notice provided for in clause 14.04 will provide the following information:
- a) the nature of the technological change;
 - b) the date on which the Employer proposes to effect the technological changes;
 - c) the approximate number and type of employees likely to be affected by the technological change;
 - d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected;
 - e) the names of the employees who will initially be likely to be affected by the proposed technological change;
 - f) the rationale for the change;
 - g) such other information as is required by the regulations made pursuant to Section 52, subsection (4) of the Canada Labour Code.
- 14.06 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his/her substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.
- 14.07 If application of this Article requires a reduction in the workforce, such reduction will be carried out under the terms of this Agreement.
- 14.08 Employees who terminate employment as a result of the reasons indicated in this Article, shall receive severance pay **as outlined in Article 44.01 Severance Pay.**

ARTICLE 15 – LOSS OR DAMAGE TO PERSONAL PROPERTY AND UNIFORMS

- 15.01 The employee will be reimbursed for all substantiated expenses (where possible) incurred while performing required duties on behalf of the Employer. The Employer further agrees to assume the cost of dry cleaning of personal apparel for unforeseen work related occurrences.
- 15.02 An employee's personal property loss or damage by the action of a patient or resident shall be replaced or repaired at the expense of the Employer to a maximum of \$750.00, provided that reasonable proof of the cause of such damage is submitted by the employee concerned within reasonable time of such loss or damage.

PART 3 – WORK CONDITIONS

ARTICLE 16 - HOURS OF WORK AND SHIFT WORK

16.01 Hours of Work

Except as otherwise provided by this agreement the normal work week shall be thirty seven and one-half (37½) hours exclusive of meal periods, comprising five (5) days of seven and one-half (7½) hours each, from Monday through Friday. The work day shall be scheduled to fall within a nine (9) hour period between the hours of 7:30 a.m. and 7:30 p.m., except that by mutual agreement seventy-five (75) hours averaged over the two week period may be worked.

16.02 Maintenance Workers

Regular hours of work for Maintenance employees shall be eight (8) hours per day, exclusive of a meal period and an average of forty (40) hours and five (5) days per week, except that by mutual agreement eighty (80) hours averaged over the two week period may be worked. Full-time employees shall be scheduled to work 2080 hours over a fifty-two (52) week period.

16.03 L.P.N's

- (a) Regular hours of work for L.P.N.'s working a shift schedule shall be **eleven point seven eight (11.78) hours per day excluding one (1) one-half (1/2) hour unpaid meal break and including one (1) one-half (1/2) hour paid meal break.**
- (b) The hours of work shall be scheduled so that **an** employee's normal work week shall average thirty-seven and one-half (37½) hours per week over a minimum period of four (4) weeks. Full-time employees shall be scheduled to work **nineteen hundred and fifty (1950) hours** over a fifty-two (52) week period.

16.04 **Shift Rotations**

- (a) Shift rotations shall be assigned as equally as possible between employees. A request by an employee to work permanent night shifts shall not be unreasonably withheld. Any such arrangements require the agreement of the Employer and the employee. In the event the employee or Employer wishes to terminate the agreement, they shall give sixty (60) days notice in writing.
- (b) When a change in the master rotations is required due to a change in staffing needs, subject to operational requirements, such shift schedule shall be done in a fair and equitable manner. Assignment shall be done by seniority or as mutually agreed by the Local of the Union, the employee and the Employer.

16.05 **Alternate Arrangements for Shift Scheduling**

Provided it is agreed to by the Employer in advance, employees may make mutual arrangements with other qualified employees to replace them, and must advise the Employer of such change. These alternate arrangements shall not **be** unreasonably denied.

16.06 **Two Consecutive Days Off**

- (a) Employees shall receive no less than two (2) consecutive days off in every two week period, unless single days off are arranged by mutual agreement between the Employer and the employee(s) affected.
- (b) Employees shall receive four (4) days rest in every two (2) week period, of which at least two (2) will be consecutive as stated above.

16.07 **Consecutive Work Days**

In so far as the efficient operation of the **Hospital** permits, employees working **eleven point seven eight (11.78)** hour shifts shall not be required to work more than four (4) consecutive days without receiving days off, unless work schedules, which are acceptable to the majority of the employees affected, have been agreed upon.

16.08 **Split Shifts**

Split shifts shall not be scheduled except by mutual agreement between the Employer and employees.

16.09 **Compressed Work Week**

Upon application by the employee and subject to operational requirements, employees who regularly work 7.5 hour days, may work extended hours on their regular work days on a regular basis, in order to earn a paid day of rest to be scheduled in conjunction with days off or Statutory holidays. For example, an employee may regularly work nine (9) extended days and be scheduled off duty on the tenth (10th) day.

16.10 Work Schedules

Work schedules shall be posted in a place accessible to employees a minimum of four weeks in advance and any changes thereafter shall be agreed upon by employees and management. Deviation from the posted schedules shall be only by mutual agreement with the employee(s) affected. Where there is deviation from the posted schedule, and if there is no mutual agreement, the employee will work the scheduled time and receive premium pay as per overtime rates in Article 17. In emergency circumstances, which could not have been foreseen by the facility, overtime shall be paid for the first five (5) shifts so changed during that rotation.

16.11 Rest Periods

Employees shall receive two (2) separate fifteen (15) minute paid rest periods in each day/shift. Every effort shall be made to grant such periods midway between each half day/shift.

16.12 Required to work during Meal Break

In the event the employee is recalled or required to work during his/her meal such time will be rescheduled later in the shift, or paid at the applicable overtime rate if such time cannot be rescheduled.

16.13 Work Outside of Normal Hours

Employees may, with prior consent of the Administrator/**Director of Client Services** or designate, work hours other than those set out in this Article.

ARTICLE 17 – OVERTIME AND PREMIUMS

17.01 Definition

Overtime is defined as:

- (a) for full-time employees, authorized work in excess of the employee's scheduled hours of work;
- (b) in the case of a part-time and casual employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee specified by the Agreement, but does not include time worked on a holiday.

17.02 Assignment of overtime

- (a) Subject to operational requirements, the Employer shall make every reasonable effort:
 - (i) to allocate overtime on an equitable basis in order of seniority, among readily available, qualified employees; and
 - (ii) except in cases of emergency, to give employees who are required to work overtime adequate advance notice of this requirement.
- (b) For LPN's, overtime as defined in Article 17.01 above shall be allocated on an equitable basis by seniority among readily available, qualified employees in the following order;
 - (i) part-time employees,
 - (ii) casual employees,
 - (iii) full time employees.

17.03 Overtime Against Wishes

Employees will not be required to work overtime when other qualified employees within their classification and department are willing to perform the required overtime.

17.04 Overtime on a Regular Day

All hours worked in excess of the daily normal hours of work as defined in Article 16 shall be paid at the rate of "time and one half" (1½ times) the employee's hourly rate for the first three (3) consecutive hours, and "double time" (2 times the employee's hourly rate of pay) for hours worked in excess of three (3) consecutive hours.

17.05 Overtime Rate after Midnight

- (a) Where an employee works two shifts of eleven point seven eight (11.78) hours or twelve (12) hours, including overtime, between the hours of 2400 and 0730, and where such overtime is continuous with the regular shift, she/he shall be paid at a rate of double (2X) her/his regular rate for all hours so worked.
- (b) **Evening Shift (if applicable)**
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) time.

17.06 Overtime on Day-Off

Full time employees required to work the scheduled day or days off shall receive double (2X) their regular rate of pay for such days off worked.

17.07 Overtime on a Statutory Holiday

- (a) At their request, employees are entitled to either:
 - (i) two and one half (2½) hours in lieu for each hour of authorized work on a statutory holiday; or
 - (ii) shall be paid at the rate of time and one-half (1½) 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.
- (b) Employees shall have the Statutory Holiday off on a day mutually agreeable between the employee and the Employer, or if this is not possible, payment in lieu at their regular rate of pay. If an employee is required to work in excess of the regular hours of work on the day of a Statutory Holiday, such overtime hours shall be paid at double (2X) the regular pay rate.
- (c) Employees are entitled to time-in-lieu for extra time, overtime, or work on statutory holidays.

17.08 Earned Time Off in Lieu Bank

At the request of the employee, time off, calculated at the appropriate overtime rates, in lieu of overtime pay or **designated holiday** pay may be banked to a maximum of eighty (80) hours. This shall be taken at a time that is mutually acceptable between the employee and the Employer, and must be recorded on time sheets or work records that are accessible to employees. Employees may make application to the Employer to carry-over a maximum of forty (40) hours to the following year. **In order to receive consideration, requests for carry-over must be submitted in writing by December 31st, and will be based on operational requirements. All such requests will be responded to within thirty (30) days of receipt.** Any unused portion of the earned time-off bank, that has not been approved for carry-over as of March 1st, shall be paid out on March 31st of each year.

17.09 Minimum Report Pay

Any employee reporting for work on scheduled shift shall be paid no less than three (3) hours at the regular rate of pay.

17.10 Shift Differential

Effective date of signing of the Collective Agreement a shift differential of two dollars and ten (\$2.10) per hour shall be paid for all hours worked, including overtime hours, between 19:30 and 07:00 hours.

17.11 **Weekend Work**

- (a) **Weekend Differential:** Employees required to work between 0001 Saturday and 2400 hours Sunday shall receive a **differential of one dollar and eighty (\$1.80) per hour, effective date of signing of the Collective Agreement**, in addition to any other shift differential.
- (b) **Weekends Off:** As far as the regular staffing patterns of the Facility will permit, employees will be scheduled for weekends off on an equitable basis with every second weekend off where possible. Those employees required to work on the third (3rd) Saturday and/or Sunday and consecutive Saturdays and/or Sundays thereafter shall be paid at overtime rates of pay for all hours so worked on the third (3rd) and subsequent Saturday and/or Sunday except where it is mutually agreed otherwise.
- (c) Notwithstanding the above, upon mutual agreement between the Employer and the employee and only at the request of the employee, a part-time employee may work additional weekends at the regular rate of pay.

ARTICLE 18 – STANDBY AND CALL-BACK

18.01 **Standby Duty:**

- (a) Standby duty shall mean any period during which time an employee is not on regular duty, but must be available to respond immediately to any request to return to duty.
- (b) An employee shall not be on standby on her days off, nor the eight (8) hours immediately preceding her scheduled days off unless mutually agreeable in writing between the employees affected and the employer.
- (c) Such an agreement shall be renewed on an annual basis. The Employee or the Employer may terminate such an agreement with ninety (90) days notice.

18.02 **Standby Premium:**

Employee(s) assigned to standby shall receive a standby premium as follows:

- (a) Employee(s) assigned to be on standby shall be paid \$2.19 per hour for each hour on standby on a regular working day with a minimum payment of eight (8) hours.

- (b) Employee(s) assigned to be on standby on Statutory Holidays and days off, shall be paid \$4.12 per hour for each hour on standby, with a minimum payment of eight (8) hours.

18.03 **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.

18.04 **Standby against Wishes:**

Employees will not be required to work standby when other qualified employees within their classification are willing to take such standby. No employee will be required to be on standby in excess of one hundred and eighty-three (183) calendar days in one (1) year against his or her wishes.

18.05 **Scheduling of Standby Duty:**

- (a) The parties recognize that excessive standby duty imposes undue hardship on employees and their families. The parties agree that standby duty shall be distributed as evenly as possible between employees.
- (b) Normally an employee would not be scheduled a combination of scheduled shifts and standby duty in fourteen (14) days.

18.06 **Cellular Telephones:**

When requested, the Employer shall provide cellular telephones for employees while on standby.

18.07 **Call Back Premium:**

In respect to each occasion on which an employee is brought back to duty during a standby duty period, the employee shall be deemed to be working overtime for the time so worked with guaranteed minimum payment of two (2) hours at overtime rates, **provided that if such employee is called back a second time within the two (2) hours of the original callback the Employee shall not be paid an additional amount of such callback.**

18.08 **Call-Back Premium after Midnight:**

Standby employees who are called back to work between the hours of **2400** and **0730 hours**, after having completed the regular work schedule or on **Designated Holidays** or their scheduled days off shall be paid at the rate of double (2X) the regular rate of pay for all hours so worked, with a minimum of two (2) hours at double (2X) the regular rate. Should a call-back commence prior to

2400 hours or continue after 07:30 hours, such period of time (outside of the frame of 2400 or 0730 **hours**) shall be paid at the applicable overtime rates.

18.09 Call-Back Transportation:

Employees who are called back to work and requires transportation, and where the employees are required to choose to use their own mode of transportation, they shall be paid in accordance with Article 18.10 with minimum of three dollars and fifty cents (\$3.50) per round trip.

18.10 Transportation Rate

The transportation rate shall be adjusted (either increased or decreased) to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI). SPTI shall be reviewed every three (3) months and adjustments shall be made to the transportation rate accordingly.

ARTICLE 19 – RESIGNATION

19.01 Employees shall, whenever possible, give written notice of resignation of four (4) weeks, but not less than two (2) weeks, prior to the date on which the resignation is to be effective.

PART 4 – LEAVE PROVISIONS

ARTICLE 20 – LEAVE GENERAL

20.01 An employee is entitled to be informed, upon request, of the balance of their vacation and sick leave credits.

20.02 Vacation and sick leave credits earned but not used prior to the signing of this collective agreement shall be retained by the employee.

20.03 An employee who is granted a leave of absence with or without pay will be returned to his/her former position at the appropriate salary level provided the former position exists.

20.04 Benefits on Leave of Absence:

- (a) For leave of absence of thirty (30) days or less duration, employees shall continue to earn all benefits and increments provided by this agreement.
- (b) For leave of absence of over thirty (30) days duration, except education leave of more than thirty (30) days, the employee shall not accumulate or earn sick leave or annual vacation credits for the period of the absence,

and a new increment date shall be established for determination of increments. The application of seniority to leaves of absence of more than thirty (30) days shall be in accordance with Article 37 of this Agreement

ARTICLE 21 – VACATION LEAVE

21.01 The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive. Vacation credits shall be advanced on April 1st of each year, and on a pro-rated basis for part-time employees. Casual employees shall not accrue credits, but shall be paid out on each cheque. Projected vacation credits for all employees shall be posted February 15th of each year and will be subject to verification.

21.02 An employee who has completed less than one (1) year of employment as at the cut-off date shall be entitled to a paid vacation at the rate of one and one-quarter (1¼) days per month worked.

21.03 Employees shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

Length of Continuous Employment	Rate at which Vacation Earned
In the first three (3) years	Fifteen (15) days per year
In the fourth (4 th) to sixteenth (16 th) year inclusive	Twenty (20) days per year
In the seventeenth (17 th) to twenty-ninth (29 th) year inclusive	Twenty-five (25) days per year
In the thirtieth (30 th) and subsequent years	Thirty (30) days per year

21.04 Partial vacation pay will be calculated as follows:

- (a) For employees whose level of entitlement is fifteen (15) working days, six percent (6%) of hours worked.
- (b) For employees whose level of entitlement is twenty (20) working days, eight percent (8%) of hours worked.
- (c) For employees whose level of entitlement is twenty-five (25) working days, ten percent (10%) of hours worked.
- (d) For employees whose level of entitlement is thirty (30) working days, twelve percent (12%) of hours worked.

- 21.05 Employees shall be entitled to take all of their vacation leave during the vacation year in which it is earned.
- 21.06 (a) The Hospital shall, where operational requirements permit, make reasonable effort to schedule the Employee's vacation leave for at least two (2) consecutive weeks, during the period requested, provided notice of the period requested is given by the employee prior to May 1st of any vacation year.
- (b) The Employer (Supervisor or designate) shall confirm in writing to the employee the granting of his/her request for vacation within fourteen (14) calendar days. Should the Employer fail to respond to the request in writing, the request shall be deemed granted.
- (c) Provided sufficient advance notice is given, requests for vacation leave of less than a full shift shall be considered and granted if operational requirements permit.
- 21.07 Employees shall firstly attempt to mutually agree on their vacation preference, however, where it is impossible due to operational requirements to grant all employees leave of the periods that they have requested, the Hospital shall grant preference to those employees having the greatest seniority. If an employee's request for annual vacation cannot be granted, the employee shall have the right to submit a request indicating his/her next preference.
- 21.08 Employees who wish to book specific vacation periods shall submit their requests no later than March 31st. No later than April 15th the Employer shall post a draft vacation schedule. No later than April 30th, the Employer shall post a confirmed vacation schedule for employees who have indicated their choice for vacation. Such vacation is considered to be confirmed. Vacations not scheduled under the identified procedure shall be granted, in so far as the operational needs of the Employer permit, on a first come first served basis.
- 21.09 Where in respect of any period of vacation leave an employee is:
- (a) granted bereavement leave; or
- (b) granted sick leave as a result of hospitalization during the scheduled vacation; or
- (c) granted sick leave for an illness which would confine the employee to his/her residence or to bed rest for a duration of more than three (3) days and for which a medical certificate substantiating the confinement is supplied by the employee; or
- (d) granted other approved leave of absence;
- the period of vacation so displaced 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.

The provisions in (b) and (c) above shall also apply in situations where an employee is granted sick leave immediately prior to commencing his/her scheduled vacation and such illness continues into the period of scheduled vacation.

21.10 Notwithstanding Article 21.06, an employee may be permitted, upon request, to carry over the unused portion of her vacation leave into the next vacation year. In order to receive consideration, requests for carry-over must be submitted by December 31st in the vacation year. All such requests shall be responded to within thirty (30) days and shall not be unreasonably denied.

21.11 Where an employee dies or otherwise ceases to be employed her or his estate shall be entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of hours worked.

21.12 The Hospital agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least three (3) weeks prior to the last pay day before the employee's vacation period commences.

21.13 No period of vacation leave which has been previously approved shall be cancelled or altered unless by mutual agreement between the affected employee and the Hospital.

21.14 Employees Called Back from Vacation

- (a) When the appropriate Employer designate makes it mandatory for an employee to cancel prearranged vacation, the employee shall immediately notify the Employer of any prearranged vacation and associated costs. Such costs incurred as a result of the cancellation shall be reimbursed by the Employer upon submission of receipts.
- (b) Employees called back from their vacation shall be paid at the rate of two (2) times their regular rate of pay for all hours so worked. Such vacation days so worked shall be rescheduled at the discretion of the employee.

ARTICLE 22 – DESIGNATED HOLIDAYS

22.01 For the purpose of this Collective Agreement, the paid designated holidays shall be:

New Year's Day (January 1st)
Family Day (3rd Monday in February)
Good Friday
Easter Monday
Victoria Day
Canada Day
Saskatchewan Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day (December 25th)
Boxing Day

And any other **day proclaimed as a designated holiday** as declared by the Federal, Provincial or Local government authority.

22.02 **Saturday or Sunday Holiday**

- (a) Those employees who are regularly scheduled to work Monday through Friday, and:
 - (i) the designated holiday falls on a Sunday, the following Monday will be a day off in-lieu,
 - (ii) the designated holiday falls on a Saturday, the previous Friday will be the day off in-lieu, unless otherwise mutually agreed to by the Employer and the Union Local.
- (b) For employees whose regular days of rest are not Saturday or Sunday, the holiday will be observed on the day it occurs.

22.03 **Weekend Scheduling and Designated Holidays for LPN's**

- (a) Employees who are scheduled to be off duty on a weekend immediately prior to a Monday **designated** holiday, or immediately following a Friday **designated** holiday, will, whenever possible, not be scheduled to work on a **designated** holiday.
- (b) Employees who are scheduled to be on duty on a weekend immediately prior to a Monday **designated** holiday, or immediately following a Friday **designated** holiday will, whenever possible, be scheduled to work on the **designated** holiday.
- (c) An employee whose projected schedule is changed to accommodate this article and who subsequently will not be working, shall not be entitled to premium pay.

22.04 Where a designated holiday falls during the period of an employee's vacation, the period of vacation shall be lengthened by one (1) working day to include each designated holiday.

22.05 (a) Full time employees who are required to work on any of the above days will be paid one and one-half ($1\frac{1}{2}$) times their regular **pay** for all hours worked, plus one (1) regular day's pay. Time off at regular pay shall be offered as an alternative to the regular day's pay. Such time off shall be mutually agreed on between the employee and the department head and taken within forty-two (42) calendar days before or after the **designated** holiday

- (b) All other employees other than full-time employees who are required to work on any of the above days will be paid one and one-half (1 ½) times their regular salary for all hours worked.**

- 22.06 If the designated holiday falls on a day on which an employee is receiving sick leave credits, it shall be paid as a holiday and not deducted from sick leave credits.
- 22.07 If a designated holiday falls on a full-time employee's regular day off, he/she shall be granted an alternative day off with regular pay at the mutual convenience of the Hospital and the employee. Such time off shall be taken within forty-two (42) calendar days before or after the holiday. If an agreement cannot be reached between the Hospital and the employee, an additional day's pay at the regular rate shall be paid in lieu.
- 22.08 Clause 22.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday except where an employee has been granted leave without pay to attend to Alliance business and the Alliance certifies that the employee was paid by the Alliance for said days.

22.09 Christmas or New Years Day Off

Operational requirements permitting, the Employer shall not schedule an employee to work both December 25th and January 1st in the same holiday season unless the employee agrees otherwise.

ARTICLE 23 – PARENTAL LEAVE

- 23.01 An employee who is expecting the birth or adoption of a child, shall be entitled to maternity/paternity/adoption leave without pay, provided he/she presents a medical certificate confirming the probable date of confinement, or in the case of adoption, gives the Employer notice of the possibility upon determination of eligibility. Such request shall be submitted in writing twenty-one (21) days in advance of the leave and shall specify the probable date of commencement and the length of the leave.
- 23.02 The following conditions shall apply:
- (a) Leave of Absence for maternity/paternity/adoption shall be for a period as requested by the employee, but shall not exceed eighteen (18) months except in extenuating circumstances when, in the opinion of a medical practitioner, the leave should be further extended.
 - (b) Such leave will be granted with the assurance that the employee will resume employment in the same position she occupied prior to the granting of such leave. In the event the employee on Maternity/Paternity/Adoption Leave is affected by lay-off, he/she shall be afforded access to the provisions of Article 36 - Lay-off and Recall.

- (c) Notice of intention to return to work, or request for a change of the length of the leave of absence, must be forwarded to the Employer fourteen (14) days prior to the expiration of the leave and where possible twenty-eight (28) days notice will be given.
- 23.03 Maternity leave shall be considered leave without pay. However, an employee may choose to apply unexpected holiday credits during the leave, for the purpose of receiving pay. In the case of extraordinary circumstances, additional time off with pay may be given with the approval of the Board.
- 23.04 Upon request, employees who go on maternity leave without pay shall be advised of their eligibility for benefits. Such a request shall be made at least two (2) months prior to her departure.
- 23.05 No employees shall be dismissed, demoted or laid off solely because they are pregnant.
- 23.06 An employee who is pregnant during her period of service with the Employer shall have access to sick leave credits for illness or disability which may arise during pregnancy while she continues active duty with the Employer.
- 23.07 Upon request an Employee shall be granted up to fifty-two (52) weeks Parental Leave without pay with the assurance that the Employee will resume employment in the same position and at the same step on the salary scale that he/she occupied prior to the granting of such leave. In the event the Employee on parental leave is affected by lay-off, he/she shall be afforded access to the provisions of Article 36 - Lay-off and Recall.
- 23.08 Such leave shall be completed no later than fifty-two (52) weeks after the week the newborn or adopted child arrives at the Employee's home.
- 23.09 Parental Leave may be divided between the parents of a child but the parents shall not be granted Parental Leave during the same period of time.

ARTICLE 24 – SICK LEAVE

- 24.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month of continuous service. At the beginning of each fiscal year, the Employer shall notify each employee of accumulated earned, but unused, sick leave credits.
- 24.02 An employee shall be granted sick leave with pay when unable to perform his/her duties due to illness or injury provided that:
 - (a) he/she satisfies the Hospital of his/her condition in such manner and at such time as may be determined by the Hospital, and
 - (b) he/she has the necessary sick leave credits.

- 24.03 Where an employee will be absent due to illness or injury, he/she shall endeavour to provide a reasonable period of notice to the Hospital prior to the starting time of the shift.
- 24.04 At the discretion of the Hospital, an employee may utilize up to five (5) days sick leave credits in advance of earning such credits.
- 24.05 When an employee is granted sick leave with pay and Workers' Compensation is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

24.06 Workers' Compensation

When an Employee is injured in the performance of her/his duties or incurs an occupational illness during working hours, and the accident or illness is compensable under the provision of the *Workers' Compensation Act*, the Employer shall pay to the Employee an amount equivalent to her/his total gross earnings, inclusive of the Workers' Compensation Board payments, less an amount equal to her/his normal deductions for a period not to exceed one (1) year. In no event shall the amount received by the Employee be less than the amount remitted to the Employer by the Workers' Compensation Board.

The Workers' Compensation cheque shall be made payable to the Employer for the first year. For the purpose of determining total gross earnings for Employees, all earnings within the fifty-two (52) week period prior to the absence shall be considered and prorated in accordance with the length of absence.

Where the Employee's status has changed from Other Than Full-time to Full-time within the fifty-two (52) week period, the calculation of gross earnings will be based upon the period of time since the date of change to the Employee's status to the time the Worker's compensation claim is initiated.

The following process will be followed until the claim is adjudicated:

- (a) On the date of injury the Employee will be paid sick time for all time lost;**
- (b) The Employee shall be granted an advance of regular wages, less normal deductions, pending initial adjudication of the claim;**
- (c) If the claim is not accepted by the Workers' Compensation Board, the time off taken by the Employee will be deducted from the available sick leave credits. If the payments exceed the amount of sick leave credits available, the necessary adjustments will be made. The Employee may apply for Employment Insurance Benefits and/or Disability Income Plan Benefits.**

- (d) Upon the request of the Employee during the waiting period for Employment Insurance, the Employer shall advance the Employee's salary up to the value of the Employee's vacation credits or banked time.

Should the Employee's claim be allowed by Workers' Compensation, Disability income Plan payments shall be recovered by SAHO through the Workers' Compensation Board payments to the Employee. Recovery of any Employment Insurance Benefit will be the responsibility of the Employment Insurance Commission.

Employees absent as a result of compensable accident or illness under this Article shall not earn Designated Holidays but for the first year shall accrue sick leave credits and vacation credits. However, vacation credits accrued during receipt of WCB benefits may only be accessed once such Employee has returned to regular employment outside the auspices of graduated return to work program sponsored by the WCB.

At the request of the Employee, the Employer shall provide documentation of proof of Workers' Compensation payments made to the Employer on behalf of the Employee during any given year. To ensure that Employees have been paid correctly, reconciliation shall occur at the conclusion of the claim or after one (1) year, whichever occurs first.

24.07 Unless otherwise informed by the Hospital, a statement signed by the employee stating that because of illness or injury he/she was unable to perform his/her duties shall, when delivered to the Hospital, be considered as meeting the requirements of Article 24.02(a).

24.08 An Employee who is unable to make arrangements for personal preventative health care outside of schedule work time shall be granted time off with pay. Such time off will be deducted from the Employee's sick leave accumulation.

24.09 Accommodation of Employees

- (a) **General**
The Employer acknowledges their responsibility to accommodate employees with disabilities, in consultation with the Alliance and the affected employee.

The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.

In consideration of accommodating an employee the following shall apply in the order listed below:

- i) Determine if the employee can perform her/his existing job as it is;
- ii) If the employee, cannot, then determine if the employee can perform her/his existing job in a modified form;
- iii) If the employee cannot, then determine if she/he can perform another job in its existing form;
- iv) If the employee cannot, then determine if she/he can perform another job in a modified form;
- v) If there are no positions within the bargaining unit that are available consideration shall be given by the parties to pursue jobs outside of the bargaining unit.

Note: All options shall be considered when accommodating employees.

In such circumstances, the Employer and the Alliance may agree to waive certain provisions in this Agreement.

(b) Medical Information

It will be the responsibility of the employee returning to work to provide the Employer with medical evidence of the limitations associated with the disability.

The procedure to determine that an employee is fit to perform the duties of her/his job or modified work must be made in such a way as to protect the confidentiality of the employee's medical information, which shall be limited to:

- i) a prognosis for recovery, with or without limitations;
- ii) a clear opinion as to the employee's fitness to return to work;
- iii) an opinion as to the employee's fitness to perform the specific duties of her or his current job or the accommodation being considered;
- iv) how long any limitations may last.

(c) Accommodation Meeting

The employee and the Alliance representative who attend an accommodation meeting shall be released from duty without loss of pay.

24.10 Return to Work

Where the illness or disability prevents the full return of the Employee to the Hospital, the Employer, the Alliance and the Employee shall meet to discuss referral of the claim to Workers' Compensation Board or Disability Income Plan.

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

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

- b) **Employees who have been absent from work for a period two (2) years will have the circumstances of their absence reviewed at the end of the two (2) year period. Such review shall include both a medical review and a review by the Employer and the Alliance:**
 - i) **if at the time of the review it is determined the Employee will be capable of returning to her/his position in the near future, the Employee will be granted a further leave of absence, the Employee's position will continue to be filled on a temporary basis and the Employee will be returned to their former position upon return to work;**
 - ii) **if at the time of the review it is determined the Employee will not be capable of returning to their position in the near future, the Employee's position will be posted and filled permanently.**

ARTICLE 25 – LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF PRE-SCHOOL AGE CHILDREN

25.01 Subject to operational requirements, an employee shall be granted **leave without pay** for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) An employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave.
- (b) Leave granted under this clause shall be for a minimum period of six (6) weeks.
- (c) The total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment with the Hospital.
- (d) Leave granted under this clause for a period of more than one (1) month shall be deducted from the calculation of "seniority" for the purposes of calculating severance pay and vacation leave.
- (e) Time spent on such leave shall not be counted for pay increment purposes.

ARTICLE 26 – LEAVE FOR ALLIANCE BUSINESS

- 26.01 Where operational requirements permit the Hospital shall grant leave without pay to two employees to attend preparatory contract negotiation meetings.
- 26.02 Where operational requirements permit the Hospital will grant leave without pay to a reasonable number of employees to attend meetings on behalf of the Alliance.
- 26.03 Where operational requirements permit the Hospital will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.
- 26.04 Except in extenuating circumstances, all requests must be submitted in writing to the immediate supervisor at least ten (10) days in advance.

ARTICLE 27 – COURT LEAVE

- 27.01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of the absence and shall remit to the Hospital any payment received except reimbursement of expenses.
- 27.02 An employee who is summoned or subpoenaed, to testify, on a scheduled unpaid day of rest, as a witness in a court proceeding which is directly related to circumstances arising in the course of his/her employment with the Hospital shall be compensated at his/her basic rate of pay for the required period of attendance at court. In addition, the employee may, at his/her option, request the rescheduling of the day of rest.

ARTICLE 28 – OTHER LEAVE OF ABSENCE

- 28.01 (a) Leave without pay shall be granted to the employee insofar as the regular operation of the facility will permit. All requests for such leave of absence must be submitted in writing at least ten (10) days in advance. All requests shall include commencement date and length of the leave. All requests will be considered on an individual basis. Such leave shall not be unreasonably denied.
- (b) Notice of return to work or request for a change of the length of the leave of absence, must be submitted to the Employer at least fourteen (14) days prior to the expiration of the leave.

28.02 Leave for Pressing Necessity

- (a) An employee shall be granted leave without pay for pressing necessity. Pressing necessity shall be defined as any circumstances 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.
- (b) The employee may elect to use vacation, designated holiday or earned time off to deal with a pressing emergency, in which case prior notice requirements will be waived.

ARTICLE 29 – BEREAVEMENT LEAVE

29.01 Upon request, on the death of the employee's or the spouse's family member, as herein defined, an employee shall be granted bereavement leave with pay from scheduled work occurring between the date of death and the day after the funeral as follows:

- (a) Up to four (4) working days in the event of the death of a spouse, mother, father, brother, sister, son or daughter, grandparents, grandchildren, spouse's son or daughter, **finance**, **former guardian**, or someone with whom they have an equivalent relationship.
- (b) Up to two (2) working days in the event of the death of a father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, **son-in-law**, **niece or nephew**. In addition the employee may request vacation or unpaid leave of absence as may be required for this purpose.
- (c) Additional time with pay, up to a maximum of three (3) working days, may be granted at the request of the employee should extensive travel be required.
- (d) Where the employee acts as a pallbearer, he/she shall be granted up to four (4) hours leave with pay.

29.02 On request, the Board, after consultation with the Administrator/**Director of Client Services**, may, after considering the individual circumstances involved, grant leave with or without pay for a period greater than that provided above.

ARTICLE 30 – EDUCATIONAL LEAVE

30.01 Employees shall be granted up to forty-eight (48) months unpaid leave for education purposes. Persons on education leave shall be eligible to apply for work relief.

30.02 (a) In-Service Education/Staff Development:

- (i) The Employer shall provide in a suitable location, reference material as may be required in relation to maintaining up-to-date knowledge.
- (ii) In-service education, workshops and seminars will be provided within normal working hours whenever possible.
- (iii) Where an employee's attendance is required at an in-service, seminar or workshop outside normal working hours, the employee shall be paid in accordance with the collective agreement.

(b) Cardiopulmonary Resuscitation (CPR) Training and Recertification

- (i) Where an employee's attendance is required at CPR training or recertification, the employee shall be paid at straight-time rates or be given equivalent time in lieu.
- (ii) When offered by the Employer, CPR training and recertification will be provided within the normal working hours whenever possible.

30.03 Tests and Examinations:

No employee shall suffer loss of pay while writing examinations required by the Employer.

30.04 Upgrading:

- (a) An employee may be given assistance by the Employer to attend specific courses, seminars, schools, etc. pertaining to the employee's classification and job.
- (b) Participation in pertinent educational programs is encouraged by the Employer. Subject to adequate staffing levels being maintained, and upon the request of an employee, the Employer may grant leave with or without pay to attend conferences, workshops, seminars or professional meetings covering job-related topics. Tuition costs, registration fees, or expenses incurred may be paid by the Employer. Approval must be obtained for course attendance prior to submitting request for payment/partial payment of costs incurred.
- (c) When the Employer requires the attendance of one (1) or more employees at a conference or workshop, or similar educational session, normal salary or benefits shall be continued for the scheduled workdays lost during the period of absence. In addition, all registration or tuition fees and reasonable, substantiated expenses related to the session shall be paid by the Employer.

ARTICLE 31 - LEAVE WITH PAY FOR FAMILY RELATED RESPONSIBILITIES

- 31.01 Family leave is intended to provide the necessary time to attend to the needs of individuals for whom the employee has a duty to care. For the purpose of this article, those individuals are defined as spouse, dependant children, parents (including step-parents and foster parents) and any relative permanently residing in the employee's household, or with whom the employee permanently resides, or any person for whom the employee has on-going care-giving responsibilities who does not reside with the employee.
- 31.02 Leave shall be granted with pay under the following circumstances:
- (a) Leave to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternate care arrangements where the illness is of longer duration.
 - (b) Leave for a medical or dental appointment when the family member as defined above is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools. An employee is expected to make reasonable efforts to schedule appointments for family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible.
 - (c) Leave for sudden and emergent circumstances, in respect of a member of the employee's family, which could not have been foreseen by the employee and which requires the immediate attention of the employee.
 - (d) Leave for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
- 31.03 Full-time employees shall have access to a maximum amount of family leave of either thirty-seven point five (37.5) or forty (40) hours, as applicable.
- 31.04 Employees on part-time or casual status shall have access to a maximum of thirty-seven point five (37.5) or forty (40) hours as applicable, prorated based on the actual number of hours worked in the previous fiscal year.
- 31.05 The parties recognize that the circumstances which call for leave are individual and varied. Upon the written request of an employee, the Employer may, after considering the particular circumstances and acting reasonably, grant additional leave without pay.
- 31.06 This article shall be effective on the date of signing this collective agreement.

PART 5 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 32 – VACANCIES, JOB POSTING, PROMOTIONS AND TRANSFERS

32.01 When a vacancy within the scope of this collective agreement arises, notice of the vacancy stating required qualifications, classification and salary, shall be posted internally, for a period of seven (7) calendar days and a copy of the notice shall be sent to the Union Local.

32.02 Except in extenuating circumstances in filling job vacancies, including promotions, transfers and new positions, the job shall be awarded within fifteen (15) days after the closing date of the competition to the senior applicant providing the employee possesses the **required** qualifications relative to the job description, **the ability sufficient to perform the job and** has a very good employment record.

32.03 Temporary Vacancies

- (a) **Temporary vacancies of one hundred and twenty (120) days or longer shall be posted subject to the postings provisions identified in Article 32.01.**
- (b) **When the temporary vacancy becomes redundant, the employee shall be returned to their original position, Article 16.10 – Work Schedules shall not apply to any employee affected.**
- (c) **If an individual is hired from outside the bargaining unit, for the temporary vacancy, the employee shall be deemed terminated, when the temporary vacancy becomes redundant.**
- (d) **No temporary vacancy shall exceed two years (2) and one hundred and nineteen (119) days unless the employee encumbering the position has a longer “own occupation” definition in their disability income plan, in which case the maximum length shall be the length of the incumbent’s “ own occupation” period, without the mutual agreement of the Employer and the Alliance.**
- (e) **Should the temporary vacancy become permanent, it shall be posted and filled in accordance with Articles 32.01 and 32.02.**
- (f) **A temporary vacancy exceeding two (2) years and one hundred and nineteen (119) days or longer as above, may be posted in accordance with Article 24.10- Return to Work.**

32.04 (a) All promotions and voluntary transfers are subject to a four hundred and eighty (480) hour trial period.

- (b) During the trial period, if the applicant proves to be unsatisfactory in the new position or if he/she wishes to revert voluntarily to his/her former position, he/she shall be returned to either his/her former position or an equivalent position and rate of pay without loss of seniority. Any other employee who has been promoted or transferred because of the arrangement of positions may also be returned to his/her former position and rate of pay without loss of seniority.

32.05 Should the parties agree, seniority may be overlooked to facilitate the return to active employment of an employee deemed incapable of returning to his/her previous position following an absence owing to an injury for which Workers Compensation benefits were received. Such employees would receive preferential consideration for vacant positions, which they are qualified to perform, either immediately or following a period of on-the-job training sponsored by the Workers Compensation Board.

ARTICLE 33 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

33.01(a) Prior to an employee performance review, the employee shall be given:

- (i) the assessment form which will be used to review;
 - (ii) any written document which provides instructions to the person conducting the review.
- (b) If, during the employee performance review, either the form or instructions are changed, they shall be given to the employee.
 - (c) When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form to indicate its contents have been read and shall not indicate his/her concurrence with the statements contained therein. The employee shall be provided an opportunity to append his/her comments to the assessment. At the employee's request, a copy of the assessment shall be provided.
 - (d) The Hospital's representatives who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half ($\frac{1}{2}$) of the period for which the employee's performance is evaluated.

33.02 The Hospital agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the contents of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

33.03 Personnel File

Upon written request of an employee, the personnel file of an employee shall be made available for his/her examination in the presence of an authorized representative of the Hospital. The Hospital shall provide copies of any file documents requested by the employee in writing.

ARTICLE 34 – PROBATIONARY PERIOD

- 34.01 **Newly hired employees** shall be on probation during the first nine hundred (900) hours worked, however, this probationary period may be extended on one (1) occasion only, up to a maximum of one (1) year or nineteen hundred and fifty (1950) hours when in the opinion of the Employer circumstances warrant such extension.
- 34.02 Should an extension need to be granted, it is agreed that the circumstances warranting the extension, the improvement expected by the Employer and the duration of the probationary extension must be communicated to the employee on probation prior to the expiration of the first six hundred and seventy-five (675) hours worked of the probationary period. Notice of an extension of an employee's probationary period shall also be communicated to the Local representative of the Union.
- 34.03 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 general unsuitability. The Union shall be notified in writing, of all such dismissals within seven (7) days.

ARTICLE 35 – WORK IN THE BARGAINING UNIT

35.01 Contracting Out

- (a) Should contracting out work of the bargaining unit occur, the Employer agrees that all full-time, part-time and casual employees within the bargaining unit with more than three (3) years of seniority shall be retained.
- (b) Affected employees shall have access to the provisions of Article 36 – Lay-Off and Recall.

35.02 Work in the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit, except in cases of emergency or as mutually agreed by the parties.

ARTICLE 36 – LAY-OFF AND RECALL

36.01 In the event of lay-off, employees shall be laid off in the reverse order of their seniority.

36.02 In the event of a lay-off, employees shall receive notice or pay in lieu of such notice as follows:

- (a) one (1) weeks' written notice, less than one (1) year;
- (b) two (2) weeks' written notice, one (1) year or more, but less than three (3) years;
- (c) four (4) weeks' written notice, three (3) years or more, but less than five (5) years;
- (d) six (6) weeks' written notice, five (5) years or more, but less than ten (10) years;
- (e) eight (8) weeks' written notice, ten (10) years or more.

36.03 Employees shall be recalled in the order of their seniority when jobs in an equal or lower classification that they are qualified to perform become available. The Hospital shall give notice of recall by registered mail to the last recorded address of the employee. Employees shall keep the Hospital advised at all times of their current address. Employees shall return to work within seven (7) working days from the time that they receive notice of recall unless, on reasonable grounds, they are unable to do so.

36.04 No new employees shall be hired until those laid off have been given the opportunity of recall.

36.05 A lay-off shall be any reductions in the work-force or any permanent reduction of an employee's normal hours of work due to lack of work.

ARTICLE 37 – SENIORITY

37.01 Seniority shall be defined as a total of all seniority accrued by the employee. Seniority shall be calculated and accrued on the basis of the total of hours paid. Seniority shall be calculated and accrued as set out in Article 37.02.

37.02 All employees shall be credited with 1950 hours per year (maintenance workers shall be credited with 2080 hours per year) or part thereof, prorated for part-time or casual employees, of seniority for their service with the Federal Public Service in addition to the seniority accrued with Fort Qu'Appelle Indian Hospital Inc.

37.03 For purposes of vacation entitlements, severance pay and sick leave, seniority accrued with the federal public service shall not apply.

37.04 Seniority shall not be counted during the employee's probationary period; however, once the probationary period has been completed, seniority shall be counted from the last date of employment.

37.05 Seniority shall be maintained and continue to accrue during:

- (a) leave of absence without pay up to six (6) months;
- (b) hours absent while receiving benefits from the Workers' Compensation Board;
- (c) sick leave of absence without pay;
- (d) Long Term Disability;
- (e) Maternity, paternity, adoption and parental leave(s);
- (f) education leave;
- (g) Union leave;
- (h) leave for elected public office;
- (i) time paid in lieu of notice of lay-off.

37.06 Subject to Article 37.01, 37.02 and 37.08 of this Agreement, an Employee shall maintain accumulated seniority.

37.07 An employee shall only lose seniority in the event **she/he**:

- (a) is discharged for just cause and is not reinstated;
- (b) voluntarily terminates the employ of the Employer;
- (c) fails to return to work immediately following the termination of leave of absence or within fourteen (14) days from notification by the Employer to return to work following a lay-off unless, in either case the employee can show a justifiable reason for failure to report to work;
- (d) is on lay-off for a period of four (4) years subject to Article 36;
- (e) is on casual status, and is not called and/or does not work for a period of **ninety (90)** calendar days from **her/his** last shift, exclusive of approved leave of absence.

37.08 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced, including seniority as calculated in Article 37.02 herein; and henceforth the total of their seniority within their Health facility including seniority that has been transferred under the terms of this Agreement. Up-to-date seniority lists shall be posted in places accessible to all employees by March 1st of

each year with a copy to the Union. The seniority list shall be open for correction for a period of thirty (30) days from the date of posting. In the event of a dispute over the seniority of an Employee, the Employer's records of employment shall be the official record.

- 37.09 When a part-time or casual employee is hired into a full-time position and successfully completes the probationary period, he/she shall be credited with seniority calculated to include his/her continuous employment with the Hospital inclusive of the hours worked as either a part-time, casual (or both) employee.

ARTICLE 38 – CLASSIFICATION

- 38.01 In the event that the Hospital establishes or proposes to establish a new classification or if there is a substantial change in the job content of an existing classification and provided that the new or revised classification falls within the bargaining unit, the Alliance shall receive a copy of the job description, accompanying salary range and a rationale as to the proposed classification.
- 38.02 Unless the Alliance objects in writing within thirty (30) days following such notification, the classification shall become established and the salary shall form part of appendix, schedule, etc. that coincides with the wage scale.
- 38.03 At the request of the Alliance, the parties may commence discussions in order to reach agreement as to the appropriate salary range. Failing agreement, the matter may be referred to arbitration in accordance with Article 10 - Grievance Procedure. The Arbitration Board's decision shall be effective retroactive to the employee's date of employment in the new position and shall be final and binding on both parties.
- 38.04 If a position is reclassified the incumbent shall remain in the position as reclassified and shall not be subject to a trial period. In addition if any employee is reclassified downward the employee's rate of pay shall not change.

ARTICLE 39 – STATEMENT OF DUTIES

- 39.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of **her or his** position, **as outlined in the JJE job description.**

ARTICLE 40 – ABUSE OF STAFF

- 40.01 The Hospital and the Alliance agree that no form of abuse against employees will be condoned in the workplace. Such abuse may take the form of the application of force, threats, severe verbal abuse, or harassment of a personal or racial nature.

Both parties will work together to recognize and resolve such problems as they arise.

40.02 To assist in minimizing both the frequency and impact of abuse directed towards staff, the Hospital shall ensure that policies are in place which address:

- the prevention of abuse of staff;
- appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred; and
- prompt, thorough follow-up to ensure that the needs of the abused employee are met (e.g. the provision of support and counselling);
- the incident is investigated and plans developed to lessen the likelihood of further abusive behaviour.

40.03 The Workplace Safety and Health Committee may make recommendations to the Hospital on the monitoring and developing of prevention strategies or procedures to reduce the risk of abuse of staff.

PART 6 - PART-TIME and CASUAL EMPLOYEES

ARTICLE 41 – PART-TIME and CASUAL EMPLOYEES

41.01 The terms and conditions of this Agreement shall apply to part-time and casual employees except as modified in this article. A part-time employee means a person whose normal scheduled hours of work are less than thirty-seven and one-half (37½) hours per week as set out in Article 16 of this agreement.

41.02 A casual employee shall mean an employee who works on a call-in basis and who does not appear on the schedule on a regular and continuing basis except for the purpose of:

- (a) Replacement for illness and WCB of less than **one hundred and twenty (120) days**.
- (b) Vacation replacement;
- (c) Statutory Holiday replacement;
- (d) Leave of Absence replacement of less than 120 days;
- (e) Temporary excess work load.

41.03 **Benefits for Part-time Employees:**

Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compared with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.

- 41.04 Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven and one-half (7½) hours in a day or thirty-seven and one-half (37½) hours in a week unless the employee is working other daily or weekly hours of work as prescribed pursuant to Article 16 (Hours of Work).
- 41.05 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven and one-half (37½) hours in a week at the hourly rate of pay.
- 41.06 Leave will only be provided:
- (a) during those periods in which employees are scheduled to perform their duties; or
 - (b) where it may displace other leave as prescribed by this Agreement.
- 41.07 All part-time and casual employees shall be confirmed in writing by way of a Letter of Appointment. The Letter shall contain the following information in accordance with the Pro Forma Letter of Appointment:
- (a) Job Status
 - (b) Number of hours and shifts per rotation
 - (c) After discussion with the employee, references to his/her availability for casual work.
- 41.08 Notwithstanding Article 41.01, when the Employer utilizes casual employees to the extent that casual hours equal part-time or full-time position hours in accordance with Article 16 (Hours of Work) and Article 41 (Part-Time Employees) for a period in excess of one hundred and twenty (120) days, and it is reasonable to expect the work to continue, the Employer shall post and fill the position in accordance with Article 32 (Vacancies, Job Posting, Promotions and Transfers).
- 41.09 Part-Time employee(s) shall be aware that in the course of their regular duties, they may be required to work various shifts throughout the twenty-four (24) hours of the day and seven (7) days of the week and three hundred and sixty-five (365) days of the year. However, the above shall not preclude an employee from being assigned to a specific shift if circumstances so warrant.
- 41.10 A part-time or casual employee, who receives less than one (1) hour's notice prior to the commencement of the shift, may, by mutual agreement, subject to the required staffing patterns of the Hospital, be allowed to work a full shift.
- 41.11 Casual and part-time employee(s) shall receive shift **differential**, weekend **differential**, standby pay, call-back and overtime pay for periods so worked in accordance with the terms of this Agreement.
- 41.12 Casual hours shall be offered to employees based on Article 32 (Vacancies, Job Posting, Promotions and Transfers).

- 41.13 A casual employee shall not be paid for the statutory holidays but shall instead, be paid a premium of four decimal two five (4.25) percent for all straight time hours worked during the period of casual employment.
- 41.14 A part-time employee who is required to work overtime shall be paid in accordance with Article 17 - Overtime and Premiums.
- 41.15 A part-time employee shall earn vacation leave credits in accordance with Article 21 - Vacation Leave.
- 41.16 Part-time or Casual Employees shall earn sick leave credits on a pro-rata basis in direct relation to their paid hours as compared with that of a full-time employee. A part-time or casual employee shall accumulate sick leave credits to a maximum of one hundred and twenty (120) days (nine hundred and sixty (960) working hours).

PART 7 – PAY, BENEFITS, AND DURATION

ARTICLE 42 – Compassionate Care Family Leave

- 42.01 Employees shall be granted a leave of absence without pay to ensure that they have access to the Federal Compassionate Care benefit program.**

ARTICLE 43 - HEALTH AND WELFARE PLANS

43.01 Extended Health Plan and Enhanced Dental Plan

The Employer shall provide an Extended Health Care Plan and Enhanced Dental Plan fully paid for by the Employer, capped at an annual rate of three point one percent (3.1%) of straight-time payroll, for employees, their spouse and eligible dependants.

43.02 Long Term Disability Plan

A Long Term Disability (LTD) Plan will provide a benefit of 75% of normal earnings commencing after one hundred and nineteen (119) consecutive calendar days of disability. The benefit will continue until the employee recovers, age 65, or death, whichever occurs first. The LTD Plan will be subject to the following terms:

- (a) Joint Funding
The LTD Plan shall be provided on a joint funding basis whereby the Employer shall pay fifty percent (50%) and the employee shall pay fifty percent (50%) of the cost of funding the prescribed plan.
- (b) Administration
The LTD Plan shall be administered by the Saskatchewan Association of Health Organizations (SAHO) in accordance with the terms of the Plan.

- (c) **Sick Leave Credits**
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, in accordance with Article 24 – Sick Leave. Such sick leave credits shall be used for periods of disability lasting up to one hundred and nineteen (119) calendar days. Any balance remains to the employee's credit until the employee returns to work.
- (d) **Definition of Disability**
Disability will be defined as the inability of the employee to perform the duties of his/her own occupation. After twenty-four (24) months of benefit payments the definition changes to the inability of the employee to perform any occupation for which he/she is reasonably fitted by training, education or experience.
- (e) **Benefit Reduced by CPP or WCB**
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.
- (f) **Recurring Disability**
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 the benefit recommences.
- (g) **Claims Continue to be Payable**
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 in terms of the Plan, regardless of the fact that the Plan may have subsequently been discontinued or succeeded by a new program.
- (h) **Medical Questionnaire**
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.
- (i) **Disabilities Excluded**
No payment will be made for claims resulting from a disability:
 - (i) for which the employee is not under continuing medical supervision and treatment considered satisfactory by the Board;
 - (ii) caused by intentional self-inflicted injuries or self-induced illness while sane or self-inflicted injuries while insane;

- (iii) from bodily injury resulting directly or indirectly from insurrection, war, service in the Armed Forces of any country or participation in a riot;
 - (iv) which occurred during the commission or the attempt to commit an indictable offence under the Criminal Code for which the person is convicted or incarcerated;
 - (v) experienced during the first 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;
 - (vi) 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 the other terms of the Plan; and
 - (vii) if the claimant has established permanent residence outside Canada.
 - (viii) Where an employee has been transferred from one facility to another under the same ownership of a contributing plan member, or where a contributing plan member takes ownership of a facility, the continuous membership in the Plan of the prior facility or prior owner will count towards the first year of membership in this Plan for the purposes of clause 42.02(f)(v) above.
- (j) SAHO Employee Benefits Committee
Where the employee experiences a problem with the administration and/or application of the terms of the Plan, he/she shall have access to the SAHO Employee Benefits Committee.

43.03 Pension Plan

The Employer agrees to participate in the **SHEPP Pension Plan** and to comply with the terms and conditions of the Plan or maintain the existing Pension Plan that is currently in effect.

43.04 Group Life Insurance

The Employer will pay for the first seven thousand (\$7,000.00) dollars coverage for an employee covered under the Group Life Insurance Policy as carried by the Saskatchewan Association of Health Organizations

43.05 Benefits Statement:

Annually, the Employer and SAHO shall provide each member of the Extended Health Plan, the Enhanced Dental Plan and the LTD Plan with an Employee's Benefits Statement. Such statement shall outline:

- (a) LTD premiums paid by employee who is receiving LTD benefits;

- (b) Coverage under benefit entitlement with regard to Group Insurance, Long Term Disability, and Pension;
- (c) Projected pension at age 65;
- (d) Projected pension at earliest retirement without penalty;
- (e) Value of pre-retirement death benefit.

43.06 Any employee who is granted an approved leave of absence may continue his/her benefit entitlement in accordance with the terms of the Plans.

43.07 Employees may assign in writing a representative of their Union to assist them with any benefit problems, and such representative shall have access to all information relevant to the employee's claim for benefits.

43.08 Employee and Family Assistance Plan

The Employer shall maintain an Employee and Family Assistance Plan (EFAP) during the term of the Collective Agreement and agrees that, in the event that changes to the program are required, discussions with the Local of the Union will occur.

ARTICLE 44 - SEVERANCE PAY

44.01 (a) An employee who has been laid off, or who has been informed in writing that his/her job has been abolished, and who elects to retire on immediate pension, or resign, shall be entitled to severance pay calculated as follows:

5 days X number of years of service X current daily rate of earnings

(b) Part-time and casual employees shall receive severance pay on a pro-rata basis:

$$\frac{\text{Total hours paid}}{1950} \times 37.5 \times \text{rate of pay of position}$$

ARTICLE 45 – ACTING PAY/RELIEF ASSIGNMENT

45.01 Where a relief assignment in a higher classification of more than one (1) day is required, and where an employee is assigned by management, on the basis of seniority, qualifications and ability sufficient to perform the duties of the higher classification, he/she shall be advanced to the higher pay band to that step in the wage rate schedule which is next higher than the current wage rate for all hours worked in the higher classification.

45.02 Relief assignments of one (1) day or less shall be assigned as above at the discretion of management.

45.03 An employee may choose to refuse all acting/relief assignments and this shall be recorded and placed on the personnel file until such time as the employee wishes to be reconsidered for relief assignment. An employee may refuse a relief assignment without impacting his/her right to be offered the opportunity the next time it arises.

ARTICLE 46 - PROFESSIONAL DUES

46.01

- (a) Effective April 1st, 2006, and annually thereafter, the Employer shall reimburse all eligible employees for associated professional or licensing fees to a maximum of one hundred and fifty dollars (\$150.00), or the professional fee amount established by the professional association, whichever is greater, where licensing is a requirement of statute or of the Employer.
- (b) Payment will be made upon proof of registration provided to the Employer, by the employee.
- (c) 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.

46.02 Eligible employees are those in the following classifications:

- Licensed Practical Nurse (LPN)
- Med Lab Technologist II/Radiology Working Supervisor
- Medical Radiation Technologist
- Medical Laboratory Technologist I
- Medical Laboratory Technologist & X-Ray Technician
- Combined Laboratory & X-Ray Technician

ARTICLE 47 – PAY ADMINISTRATION

Salary & Increments

47.01 Salaries shall be paid by the calendar month, semi-monthly, or bi-weekly as has been the custom of the Hospital and may be changed by mutual agreement between the Employer and the Union.

47.02 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.

47.03 An employee's anniversary of their employment date shall be their increment date for the purpose of wage progression and the Employee shall be eligible for increments as specified in Appendix "A".

47.04 Part-time **and casual** employees shall be eligible for increments on the completion of the annual hours of work for a full-time employee.

Pay Administration

47.05 When two or more of the following actions occur on the same date (namely appointment, pay increment, pay revision) the employee's rate of pay shall be calculated in the following sequence:

- (a) the employee shall receive his pay increment;
- (b) the employee's rate of pay shall be revised;
- (c) the employee's rate of pay on appointment shall be established in accordance with this Agreement.

Retroactive Pay

47.06 Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the collective agreement the following shall apply:

- (a) "Retroactive period" for the purpose of clauses (b) to (e) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed or when an arbitral award is rendered therefore.
- (b) A retroactive upward revision in rates of pay shall apply to employees, former employees or in case of death the estates of former employees, who were employees in the bargaining unit during the retroactive period.
- (c) Where applicable, retroactive pay shall be paid by separate cheque to each employee in an amount equal to what would have been paid had the collective agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay. Included with the separate retroactive cheque there shall be a detailed breakdown indicating rate of pay, hours, and deductions.
- (d) In order for former employees, or in the case of death for the former employees' representatives, to receive payment in accordance with clause (b), the Employer shall notify by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases.
- (e) No payment nor notification shall be made pursuant to this Article for one dollar (\$1.00) or less.

Rate of Pay on Promotion, Transfer or Demotion

- 47.07 When an employee is promoted from one classification to another the salary of such promoted employee shall be advanced to that step in the higher rated scale which is the next higher than the employee's current rate or to the next higher step if the salary increase from the single step is less than the employee's next normal annual increment.
- 47.08 The effective date of the promotion shall become the new increment date for the purpose of wage progression.
- 47.09 The rate of pay for an employee who has been transferred shall not change.
- 47.10 The employee's increment date or increment hours for the purpose of wage progression shall be maintained.
- 47.11 When an employee is demoted, the employee's increment date shall not change, but the rate of pay shall be reduced to the rate of pay in the new classification which is next below the employee's present rate of pay.

ARTICLE 48 - DURATION AND RENEWAL

- 48.01 This agreement, shall be in force and effect from April 1st **2008** to March 31st **2012**. The parties agree to enter into collective bargaining as per the legislative requirements of the Canada Labour Code.

MONETARY

WAGES AND TERM

April 1, 2008 - 4.0%

April 1, 2009 - 2.0%

April 1, 2010 - 1.5%

April 1, 2011 – 2.0%

Term ending March 31, 2012

Wage increases are applied to the base rate of pay.

Retroactivity

All employees on staff as of date of signing 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, 2010 and is unable to maintain employment and is not on staff as of the date of signing 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.

Signed at Fort Qu'Appelle, this 25th day of the month of October , 2010.

On behalf of
All Nations' Healing Hospital Inc.
(Formerly Fort Qu'appelle Indian
Hospital Inc)

On behalf of
The Public Service Alliance of Canada

Gail Boehme

Robyn Benson, REVP- Prairies

Laura Scott- SAHO

Lisa Garnier, PSAC

Lisa Acoose

Laura Montgomery

Lorrie Robinson

Michelle Braithwaite

Appendix "A": Rates of Pay

A - April 1, 2008 - March 31, 2009

B - April 1, 2009 - March 31, 2010

C - April 1, 2010 - March 31, 2011

D - April 1, 2011 - March 31, 2012

Med Lab Technologist II/Radiology Working Supervisor (Band 18)

Increments	1	2	3
A	34.09	35.29	36.52
B	34.77	36.00	37.25
C	35.29	36.54	37.81
D	36.00	37.27	38.57

Maintenance Supervisor (Band 17)

Increments	1	2	3
A	31.57	32.68	33.82
B	32.20	33.33	34.50
C	32.68	33.83	35.02
D	33.33	34.51	35.72

Medical Radiation Technologist I (Band 16)

Increments	1	2	3
A	29.36	30.39	31.45
B	29.95	31.00	32.08
C	30.40	31.47	32.56
D	31.01	32.10	33.21

Medical Laboratory Technologist I (Band 16)

Increments	1	2	3
A	29.36	30.39	31.45
B	29.95	31.00	32.08
C	30.40	31.47	32.56
D	31.01	32.10	33.21

Medical Laboratory Technologist & X-ray Technician I (Band 16)

Increments	1	2	3
A	29.36	30.39	31.45
B	29.95	31.00	32.08
C	30.40	31.47	32.56
D	31.01	32.10	33.21

Health Information Management Coordinator (Band 15)

Increments	1	2	3
A	27.15	28.11	29.10
B	27.69	28.67	29.68
C	28.11	29.10	30.13
D	28.67	29.68	30.73

Licensed Practical Nurse (Band 14)

Increments	1	2	3
A	24.95	25.83	26.71
B	25.45	26.35	27.24
C	25.83	26.75	27.65
D	26.35	27.29	28.20

Combined Laboratory & X-ray Technician I (Band 14)

Increments	1	2	3
A	24.95	25.83	26.71
B	25.45	26.35	27.24
C	25.83	26.75	27.65
D	26.35	27.29	28.20

Maintenance Service Worker (Band 11)

Increments	1	2	3
A	18.35	18.98	19.65
B	18.72	19.36	20.04
C	19.00	19.65	20.34
D	19.38	20.04	20.75

Office Administrative Assistant (Band 10)

Increments	1	2	3
A	17.88	18.50	19.14
B	18.24	18.87	19.52
C	18.51	19.15	19.81
D	18.88	19.53	20.21

Unit Clerk (Band 8)

Increments	1	2	3
A	16.87	17.45	18.05
B	17.21	17.80	18.41
C	17.47	18.07	18.69
D	17.82	18.43	19.06

Health Records Clerk (Band 7)

Increments	1	2	3
A	16.48	17.07	17.66
B	16.81	17.41	18.01
C	17.06	17.67	18.28
D	17.40	18.02	18.65

PSAC Market Adjustment Schedule

A - Date of Signing - March 31, 2011

B - April 1, 2011 - March 31, 2012

Medical Radiation Technologist I (Band 16)

Increments	1	2	3
A	30.86	31.95	33.06
B	31.47	32.58	33.71

Medical Laboratory Technologist I (Band 16)

Increments	1	2	3
A	30.86	31.95	33.06
B	31.47	32.58	33.71

Medical Laboratory Technologist & X-ray Technician I (Band 16)

Increments	1	2	3
A	30.86	31.95	33.06
B	31.47	32.58	33.71

Combined Laboratory & X-ray Technician I (Band 14)

Increments	1	2	3
A	28.84	29.87	30.88
B	29.36	30.41	31.43

Letter of Understanding # 1

Between

All Nations' Healing Hospital Inc.

And

The Public Service Alliance of Canada

RE: Rates of Pay Amended by Provincial Market Supplement Committee

The parties agree that should the Provincial Market Supplement committee make amendments to the provincial rates of pay, such amendments shall also be applied to the rates of pays of employees at the All Nations' Healing Hospital Inc. covered by this agreement, where applicable.

All of which is agreed to this 25 day of October, 2010.

All Nations Healing Hospital

**The Public Service
Alliance of Canada**

Letter of Understanding # 2

Between

All Nations' Healing Hospital Inc.

And

The Public Service Alliance of Canada

RE: Joint Job Evaluation Plan

The parties agree that the Joint Job Evaluation plan provider group in its entirety shall apply to the employees at All Nations' Healing Hospital Inc. covered by this agreement.

All of which is agreed to this 25 day of October, 2010.

All Nations Healing Hospital

**The Public Service
Alliance of Canada**

Letter of Understanding # 3

Between

All Nations' Healing Hospital Inc.

And

The Public Service Alliance of Canada

RE: Wage 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 the results of such exam shall be paid ninety percent (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.

All of which is agreed to this 25 day of October, 2010.

All Nations Healing Hospital

**The Public Service
Alliance of Canada**

Letter of Understanding # 4

Between

All Nations' Healing Hospital Inc.

And

The Public Service Alliance of Canada

RE: Extended Health and Enhanced Dental Benefits Plan

The Employer assures that the current level of benefits provided pursuant to the Extended Health and Enhanced Dental Benefit Plan as of April 1st, **2008** will continue at no cost to the employee, until March 31st, **2012**.

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.

All of which is agreed to this 25 day of October, 2010.

All Nations Healing Hospital

**The Public Service
Alliance of Canada**

Letter of Understanding # 5

Between

All Nations' Healing Hospital Inc.

And

The Public Service Alliance of Canada

RE: Licensed Practical Nurses

All Nations Healing Hospital is committed to enabling Licensed Practical Nurses to perform the full scope of their duties based on the model of care being provided.

The Hospital 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.

All Nations Healing Hospital endorse and support the optimal utilization of LPNs' professional skills.

All of which is agreed to this 25 day of October, 2010.

All Nations Healing Hospital

**The Public Service
Alliance of Canada**
