

COLLECTIVE AGREEMENT

between

SAMARITAN PLACE CORP.
OPERATING AS THE HOSPICE AT GLENGARDA

and

THE SASKATCHEWAN UNION OF NURSES

For the period: June 5, 2022 to March 31, 2026



HOSPICE AT
Glengarda

An Emmanuel Health Facility

SUN

**SASKATCHEWAN
UNION OF NURSES**



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ARTICLE 1 – PREAMBLE

1.01 Preamble

Whereas it is the desire of the Employer and the Union to:

- (a) Maintain and improve harmonious relations between the Employer and its Employee(s) who are members of the Union;
- (b) Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and salary;
- (c) Exercise their rights and functions, reasonably, fairly and in a manner consistent with the Collective Agreement as a whole;
- (d) Encourage safety and efficiency of operations;
- (e) Promote the morale, well being and security of all Employee(s) who are members of the Union, in an atmosphere of mutual dignity and respect;
- (f) Provide for collaboration between the parties in order to secure the best possible nursing care, clinical services and health protection for the patients and general public;
- (g) Promote an environment supportive of professional nursing practice and safe patient care.

THE PARTIES TO THIS AGREEMENT, DO HEREBY ENTER INTO, ESTABLISH AND AGREE TO THE FOLLOWING TERMS:

ARTICLE 2 – SCOPE

- 2.01 Unless excluded from the bargaining unit by mutual agreement or by way of order from the Saskatchewan Labour Relations Board, the terms of this agreement shall apply to all Registered Nurses, Graduate Nurses, Registered Psychiatric Nurses, Graduate Psychiatric Nurses and Registered Nurse (Nurse Practitioner)s and Graduate Registered Nurse (Nurse Practitioner)s employed by Samaritan Place Corp. operating as the Hospice at Glengarda and any other classification specified in the respective Certification Order as issued by the Saskatchewan Labour Relations Board.
- 2.02 The term registered nurse shall include Registered Nurse, Registered Psychiatric Nurse and Registered Nurse (Nurse Practitioner).

The parties agree that the language used in this collective agreement will be gender neutral.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 Subject to the terms of this Agreement, it is the function of the Employer to:
- (a) Direct the working force;
 - (b) Operate and manage its business in all respects;
 - (c) Hire, select, transfer and lay-off because of lack of work;
 - (d) Maintain order, discipline, efficiency and to establish and enforce reasonable rules and regulations governing the conduct of Employee(s), such rules and

regulations shall primarily be designated to safeguard the interest of the clients and the efficiency in Employer operations;

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

ARTICLE 4 – NO DISCRIMINATION/HARASSMENT

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

4.02 Harassment

The Union and the Employer recognize the right of Employees to work in an environment free of harassment, and will work jointly to achieve that goal. Within six (6) months following ratification, the Employer shall ensure a harassment policy is developed, in consultation with the Union, which shall be reviewed regularly and revised as deemed appropriate.

All Employees and the Employer shall be provided with the education necessary for them to prevent harassment, identify harassment when it occurs and a process to properly report complaints.

ARTICLE 5 – UNION RECOGNITION AND SECURITY

5.01 The Employer recognizes the Union as the sole bargaining representative for all Employees within the scope of this Agreement.

5.02 The Employer agrees to negotiate with the Union and its designated representatives and agree the Union may have the assistance of outside advisors in negotiation or discussion with the Employer.

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

5.04 The Employer agrees to deduct uniform membership dues, fees and assessments from the earnings due members of the Union. Deductions shall be made no later than the last pay of each month.

- (a) Provincial dues, fees and assessments shall be remitted to the SUN office within forty-five (45) calendar days following the date deductions were made. The Employer shall, when remitting such dues, provide in a single report the members' names, status, classification, salary step and regular earnings.

A list of newly hired, and terminated Employees shall also accompany the remittance. In addition to the information required above, the support list accompanying the remittance of Union dues shall show a residence address for all newly hired Employee(s).

On a quarterly basis, the Employer shall provide the names and addresses of the Employees within the scope of the bargaining unit.

- (b) Local dues, fees and assessments shall be remitted to the Local within forty-five (45) calendar days following the date deductions were made. The Employer shall, when remitting such dues, provide in a single report, the members' names, status, classification, salary step and regular earnings.

A list of newly hired, and terminated Employees shall also accompany the remittance. In addition to the information required above, the support list accompanying the remittance of Union dues shall show a residence address for all newly hired Employee(s).

- 5.05 The Union agrees to provide the Employer with four (4) calendar weeks' notice of:
 - (a) Any changes in the amount of monthly dues or fees;
 - (b) Any assessment levied on the membership.
- 5.06 The Employer agrees to advise all newly hired Employee(s) of the existence of the Union and shall provide a copy of this Agreement to the Employee at the time of hiring.
- 5.07 The Employer agrees to advise each Employee of those employment practices and procedures, and changes thereto, which may not be set forth in this Agreement. Policies, rules and regulations made by the Employer affecting Employee(s) within the scope of this Agreement must be consistent with the terms of this Agreement. A copy of each Human Resource policy affecting SUN members shall be sent to the Local President.
- 5.08 The Employer agrees to provide the Union and the Local of the Union with organizational charts of their management structure.
- 5.09 No Employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of the Agreement.
- 5.10 The Employer agrees to show on the income tax (T-4) slip of each member of the Union, the total amount of Union dues deducted from earnings and remitted to the Union on behalf of the member.
- 5.11 The Employer agrees to facilitate the receipt of mail at a designated location in the Facility for pick-up by officers of the Local of the Union.
- 5.12
 - (a) Suitable notice boards for the use of the Union shall be provided by the Employer and located in sufficient and appropriate places easily accessible and conspicuous to the Employees concerned; however, the Employer reserves the right to request and have removed posted material if considered damaging to the Employer.
 - (b) The Employer shall provide space on the premises of the Facility which may be utilized by the Local of the Union for the storage of files and materials.
- 5.13 The Employer agrees to apply for a rebate of Employment Insurance premiums under the "Employment Insurance Rebate Program". The Employees' share of the rebate shall be administered by the Local of the Union for the benefit of its members consistent with the terms of the *Employment Insurance Act S.C. 1996, c. 23* (or as the

Act may be amended from time to time). Remittance of the Employees' share of the Employment Insurance rebate shall be turned over to the Local of the Union on an annual basis or as otherwise mutually agreed.

5.14 The Employer agrees to have newly hired Employee(s) sign a Union dues "Authorization for Check-Off" form and will provide them with a Union membership form at the time of hiring. Such forms shall be provided to the Employer by the Union.

5.15 During a newly hired Employee's introduction and orientation period, a representative of the Union shall be given up to thirty (30) minutes from their regular shift of duty without loss of pay or benefits to introduce the Union to the Employee.

The representative of the Union shall be notified and be given time to meet with the Employee(s) during the Facility orientation.

- 5.16
- (a) At least sixty (60) days prior to the Employer contracting or subcontracting out work of the bargaining unit, the Employer shall meet with the Union to discuss their intentions. In such discussions, the Employer will fully disclose its reasons for the decision to contract or subcontract such work and give the Union an opportunity to suggest ways which the work might otherwise be performed.
 - (b) Should contracting out work of the bargaining unit occur, the Employer agrees that all full-time and OTFT-RPT Employees within the bargaining unit with more than three (3) years seniority shall be retained.
 - (c) Affected Employees shall have access to the provisions of Article 22 – Lay-off and Re-employment.

ARTICLE 6 – HOURS OF WORK

6.01 Definitions:

(a) Full Time Hours

Full time work will be considered two thousand and eighty (2080) hours per year.

(b) Paid Hours

Paid hours mean all hours excluding unpaid union leave (except in the case of salary continuance), time while on Workers' Compensation, unpaid Leave of Absence (L.O.A.) and overtime.

(c) Day

A day shall be defined as any twenty-four (24) hour period counted from the time the Employee commences their scheduled shift.

(d) Weekend

A weekend shall be defined as the consecutive hours between 0001 hours Saturday and 0001 hours Monday.

6.02 Twelve (12) Hour Shift Schedule

Regular hours of work for Employees shall be eleven point seven three (11.73) (referred to as twelve (12) hours hereafter) consecutive hours per day and shall include:

- (a) At least forty-seven and one-half (47 ½) hours off between blocks of consecutively scheduled shifts.
- (b) A period of at least eleven point seven three (11.73) hours off duty shall be scheduled between shifts.
- (c) Every second weekend off, or by mutual agreement between the Employer and the Employee, two (2) weekends off in four (4) and in any case, not more than three (3) consecutive weekends worked in a row.

Should the Employee work more than three (3) consecutive weekends in a row, double time (2x) premium rates shall be paid for all hours worked.
- (d) Not more than four (4) consecutive scheduled days of work; whenever possible Employees' preference to work a maximum of three (3) shifts in a row shall be accommodated on the shift schedule.

6.03 Work Schedule

- (a) The Employer shall develop and maintain a master work schedule. The Employer shall provide a copy of any changed master work schedule to the Local of the Union for review to ensure compliance with the collective agreement. The master work schedule is subject to change with a minimum notice of fourteen (14) calendar days in advance of the actual week being worked to the affected Employee(s).
- (b) Work schedules shall be confirmed fourteen (14) calendar days in advance of the shift being worked. Deviation from the confirmed schedule shall only be by mutual agreement of the Employee(s) affected. If there is mutual agreement the changes shall not be subject to premium rates.
- (c) When Employee(s) are required to change their shift from the confirmed schedule as a result of an Employer directive, the Employee(s) shall be paid a premium of double time (2X) for all shift(s) so changed. It is agreed, however, that in emergency circumstances which could not have been foreseen by the Employer, the double time (2X) rate shall only be paid for the first five (5) shifts so changed.
- (d) Employees shall have access to accurate and up-to-date work schedules.

6.04 OTFT-Casual Work Schedule

It is agreed that OTFT-CAS Employee(s) can be scheduled in advance as per Article 29.01 – Employees on Other Than Full-Time Status.

- (a) If the Employer schedules an OTFT-CAS Employee in advance, in accordance with Article 29.01 (b), (c) and (d), and such work is within the posted and confirmed period, cancellation of the scheduled shift(s) by the Employer shall result in payment of the cancelled shift(s), in lieu, at regular rates of pay.
- (b) Notwithstanding Article 6.04 (a) above, the OTFT-CAS who is scheduled in advance in accordance with Article 29.01 (a) or (e) shall receive forty-eight (48) hours notice of cancellation of their scheduled shift(s). If such notice is not provided, the Employee shall be paid their regular earnings for any shift(s) cancelled within the forty-eight (48) hour period.

6.05 Minimum Shift Length

The Employer shall not implement regularly scheduled shifts of less than four (4) hours.

6.06 Meal Period and Rest Breaks

(a) The Employer will provide meal periods and rest breaks as follows:

Less than 4 hours – no rest break or meal period

4 hours or greater – one (1) fifteen (15) minute paid rest break

5.5 hours or greater – one (1) fifteen (15) minute paid rest break, one (1) thirty (30) minute unpaid meal period

7 hours or greater – two (2) fifteen (15) minute paid rest breaks, one (1) thirty (30) minute unpaid meal period

12 hours - One (1) thirty (30) minute rest break and one (1) thirty (30) minute meal break shall be scheduled, inclusive of the twelve (12) hour scheduled shift. One (1) additional meal break of thirty (30) minutes shall be scheduled, exclusive of the twelve (12) hour scheduled shift;

(b) Wherever possible, missed rest periods shall be taken later in the shift.

(c) Upon request, the Employer shall arrange a suitable location for an Employee for breast feeding and/or pumping during their scheduled shift. Whenever possible, the Employer shall provide the Employee time outside the scheduled breaks for the purpose of breast feeding and/or pumping.

6.07 Shift Rotation

Employee(s) scheduled for shift rotation shall have shifts rotated as equally as possible relative to their Employee co-worker(s).

6.08 Mutual Shift Trades

An Employee shall be able to trade shifts with another Employee who is capable of undertaking the same or similar work. Mutual shift trades shall not be subject to premium rates unless premium rates would have been paid irrespective of the trade. Each shift trade shall be completed within two (2) consecutive four (4) week averaging periods unless mutually agreed otherwise between the Local and the Employer.

The Employee who initiates the shift trade is only responsible to ensure that their traded shift is worked if the Employee who accepted the trade transfers to another position or resigns their position.

ARTICLE 7 – OVERTIME

7.01 Overtime Premium

Overtime shall be paid at one and a half (1.5X) the Employee's regular rate of pay for all time worked in excess of eleven point seven three (11.73) hours and/or for all hours worked in excess of one hundred and sixty (160) hours in an identified four (4) week period.

7.02 Meal Periods and Rest Periods During Overtime

Employees required to work overtime shall be entitled to a meal period and a rest period(s) in accordance with Article 6.06.

7.03 Overtime on Statutory Holiday

Employees required to work overtime on a Statutory Holiday shall be paid double (2X) the regular rate of pay for all overtime hours worked.

ARTICLE 8 – CHARGE PAY

8.01 Charge Pay shall be paid for the co-ordination of Unit activities.

Where a nursing supervisor is not on duty on the Unit, or is not available to co-ordinate the Unit activities, an Employee shall be designated "In Charge" and paid two dollars (\$2.00) per hour.

Charge Pay shall be applicable to all positions where the Employee has been designated In Charge.

8.02 Charge Pay referred to in Article 8.01 above shall be in addition to any other pay so stipulated in other Articles of this Agreement.

8.03 If additional staff are necessary and no registered nurse management personnel are available, the registered nurse designated in charge shall have the authority to call such additional staff subject to criteria established by the Employer in consultation with the registered nurses in the work Unit and the out-of-scope supervisor on call. In the event the Employer has not established criteria, the registered nurse shall have the authority to call additional staff that in the registered nurses' professional opinion are necessary.

ARTICLE 9 – ANNUAL VACATIONS

9.01 Vacation Entitlement

An Employee shall earn annual vacation credits on the following basis:

- (a) During the first (1st) and subsequent, including the third (3rd) year of continuous employment within the bargaining unit, one and one-quarter (1-1/4) days per month worked (maximum of fifteen (15) working days or one hundred and twenty (120) working hours per year).
- (b) During the fourth (4th) and subsequent years of continuous employment within the bargaining unit, one and two-thirds (1-2/3) days per month worked (maximum of twenty (20) working days or one hundred and sixty (160) working hours per year).
- (c) During the fifteenth (15th) and subsequent years of continuous employment within the bargaining unit, two and one-twelfth (2-1/12) days per month worked (maximum twenty-five (25) working days or two hundred (200) working hours per year).
- (d) During the twenty fifth (25th) and subsequent years of continuous employment within the bargaining unit, two and one-half (2-1/2) days per month worked (maximum of thirty (30) working days or two hundred and forty (240) working hours per year).

9.02 OTFT-RPT or OTF-CAS Vacation Entitlement

An Employee on OTFT-RPT or OTFT-CAS status shall earn the vacation credit benefit (i.e. three fifty-seconds (3/52), four fifty-seconds (4/52), five fifty-seconds (5/52), six

fifty-seconds (6/52) of gross earnings) and vacation period (i.e. three (3), four (4), five (5) or six (6) weeks) based on continuous employment within the bargaining unit.

9.03 Vacation Year

The vacation accrual year shall be the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty first (31st) day of March of the following calendar year.

An Employee shall have access to their vacation credit benefit and vacation period as it is earned.

Employees shall be required to take their vacation entitlements not later than the vacation year following the vacation year in which it was accrued. Where the Employee fails to take their vacation entitlement the Employer will pay out the vacation entitlement. The Executive Director will consider extenuating circumstances for carry over.

9.04 Vacation Pay

(a) During such vacation leave period, an Employee shall receive the greater amount of annual vacation pay as calculated by either of the following formulae:

(1) The number of working days of annual vacation, earned in accordance with Article 9.01, and subject to Article 9.02, times (x) the Employee's regular rate of pay at the time of taking annual vacation.

OR

(2) As determined by the Employee's eligibility for annual vacation of either three fifty-seconds (3/52), four fifty-seconds (4/52), five fifty-seconds (5/52) or six fifty-seconds (6/52) of the Employee's gross earnings. Gross earnings shall include all remuneration paid to the Employee except transportation allowance.

N/52 Calculation

Gross earnings from the applicable vacation year, times applicable N/52, minus vacation dollars paid for the applicable vacation year.

Should the calculation of N/52 result in monies owed to an Employee, the Employer shall pay such monies to the Employee in the calendar month following the month in which the Employee exhausted their vacation credits for the applicable vacation year.

(b) OTFT-CAS Employees, who do not have a guaranteed letter of appointed hours, shall be paid vacation on each cheque.

OTFT-RPT vacation credit benefits shall be accrued and paid out during the normal vacation period when requested by the Employee.

9.05 Vacation Pay Upon Termination or Retirement

An Employee leaving the service at any time shall be entitled to a proportional payment of gross earnings in lieu of earned vacation.

9.06 Equitable Scheduling of Vacation

The Employer shall schedule annual vacation leave as equitably as possible among all Employees.

9.07 Call Back From Vacation

An Employee called back from their annual vacation leave shall be paid at the rate of one and a half (1.5) their regular rate of pay for all hours so worked. Vacation days so worked shall be rescheduled.

9.08 Displacement of Vacation

Where in respect to any period of vacation leave, an Employee:

- (a) Is granted bereavement leave, or
- (b) Is granted sick leave as a result of hospitalization, or
- (c) Is granted sick leave for an illness which would confine the Employee for a duration of more than three (3) days (a medical certificate substantiating proof of illness will be required), or
- (d) Is granted sick leave prior to their confirmed vacation period and such illness continues into their approved vacation (a medical certificate substantiating proof of illness will be required).

9.09 Vacation Requests and Scheduling

- (a) Vacation leave requests for the summer holiday period of April 1 to September 30 shall be submitted in writing to Management by February 15 of each year. Vacation leave requests shall be approved/denied in writing, by March 15 of each year, on the basis of seniority taking into consideration operational needs, and, if refused, written reason(s) shall be provided.

Vacation leave requests submitted February 16 to March 15 of each year, for the summer holiday period of April 1 to September 30 shall be awarded on a first come first served basis. Vacation leave requests for this period shall not be considered until after March 16. Following March 16 vacation leave requests shall be approved/denied in writing within fourteen (14) days, and, if refused, written reason(s) shall be provided.

Subsequent to March 16 of each year, vacation requests for the summer holiday period of April 1 to September 30 shall be awarded on a first come first served basis taking into consideration operational needs. Vacation leave requests shall be approved/denied in writing within fourteen (14) days of the date of request, and, if refused, written reason(s) shall be provided.

- (b) Vacation leave requests for the winter holiday period of October 1 to March 31 shall be submitted in writing to Management by August 15 of each year. Vacation leave requests shall be approved/denied in writing, by September 15 of each year, on the basis of seniority taking into consideration operational needs, and, if refused, written reason(s) shall be provided.

Vacation leave requests submitted August 16 to September 15 of each year, for the winter holiday period of October 1 to March 31 shall be awarded on a first come first served basis. Vacation leave requests for this period shall not be considered until after September 16. Following September 16 vacation leave requests shall be approved/denied in writing within fourteen (14) days, and, if refused, written reason(s) shall be provided.

Subsequent to September 15th of each year, vacation requests for the winter holiday period of October 1 to March 31 shall be awarded on a first come first served basis taking into consideration operational needs. Vacation leave

requests shall be approved/denied in writing within fourteen (14) days of the date of request, and, if refused, written reason(s) shall be provided.

- (c) An Employee granted vacation leave on Christmas Day, Boxing Day, and/or New Year's Day in one (1) year shall not be granted vacation leave on Christmas Day, Boxing Day, and/or New Year's Day the following year unless there is a scheduling possibility based on operational needs and other Employee requests.

9.10 More Favorable Entitlement

At time of ratification of the June 5, 2022 – March 31, 2026 agreement, all Employees shall maintain their current vacation entitlement as per Article 9.01 (b) and retain their current vacation credits. Subsequent increases to vacation entitlement shall be as per Articles 9.01 and 9.02.

ARTICLE 10 – SHIFT PREMIUM AND WEEKEND PREMIUM

10.01 A shift premium of three dollars and seventy-five cents (\$3.75) shall be paid for each hour or part of an hour for all hours worked by an Employee where the majority of the hours of the shift fall between 1500 and 0800 hours.

The shift premium shall not apply to overtime hours worked.

10.02 A weekend premium shall be paid at the rate of three dollars and ten cents (\$3.10) per hour where the majority of hours worked fall between 0001 Saturday and 0001 hours Monday. Weekend premiums will not apply where an Employee is receiving premium pay triggered by consecutive weekends of work.

ARTICLE 11 – STATUTORY HOLIDAYS

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

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

and all other provincially proclaimed holidays. Notwithstanding any other section of this Agreement, Statutory Holiday pay, as referred to in Article 11.04 (a)(2) and 11.04 (b)(2) shall be paid for work on the actual calendar day, and shall not be paid for work on any alternate named day.

11.02 If a Statutory Holiday falls on an Employee's scheduled day off, or during the Employee's annual vacation period, such Employee shall receive an additional eight (8) hour day off or days off.

11.03 Employees working the Extended Work Day shall be granted their Statutory Holidays off in lieu of an eight (8) hour shift.

11.04 (a) Full-time Employees

- (1) who do not work on a Statutory Holiday shall receive eight (8) hours of Statutory Holiday pay.

(2) who work on a Statutory Holiday shall be paid at the rate of one and one-half (1-1/2) the regular rate of pay for all hours so worked plus be granted an eight (8) hour day off with pay within thirty-two (32) calendar days before or after the Statutory Holiday.

(b) Other Than Full-Time Employees

- (1) (i) who do not work on a Statutory Holiday shall receive Statutory Holiday pay calculated as follows:
- (ii) if the Employee has worked at least two (2) of the four (4) previous days of the same name as the day that the holiday falls on, they are eligible for Statutory Holiday pay for the average number of hours worked,

OR

$$\frac{\text{Number of paid hours in the immediately preceding four weeks}}{160} \times \text{Normal Full-time hours/day} \times \text{Employee's Hourly Rate of Pay} = \text{Statutory Holiday Pay}$$

(2) who work a Statutory Holiday shall be paid at the rate of one and one-half (1-1/2) the regular rate of pay for all hours so worked plus they shall receive Statutory Holiday pay calculated in accordance with Article 11.04 (b) above.

11.05 A day off given in lieu of a Statutory Holiday shall, be added onto other consecutively scheduled days off.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Application for Leave of Absence

- (a) All requests for leave of absence must be submitted in writing to the immediate supervisor or designate.
- (b) The Employer shall provide an unequivocal response, in writing, to requests for leave of absence(s) within fourteen (14) days of receiving the request.
- (c) If the requested leave cannot be granted, the Employer shall provide, in writing, valid reasons for the refusal of such leave.

12.02 General Leave of Absence

Insofar as the regular operations permit, General Leave of Absence without pay shall be granted by the Employer.

12.03 Education Leave

Insofar as the regular operations will permit, an educational leave of absence without pay shall be granted for up to twenty-four (24) months at the request of the Employee. All Employees on education leave of absence may provide notification to the Employer of their desire for casual work during the education leave. Employees on education leave will be treated as OTFT-CAS Employees for the purposes of application of the collective agreement throughout the period of the education leave. Except in extenuating circumstances, such requests shall be submitted in writing twenty-one (21) days in advance of the leave and shall specify the date of commencement, the length of the leave and proof of enrolment and/or registration for the course/studies.

12.04 Maternity/Parental/Adoption Leave

An Employee who is expecting the birth or adoption of a child, shall be entitled to maternity/parental/adoption leave without pay, provided the Employee presents a medical certificate confirming the probable date of birth, or in the case of adoption, gives the Employer notice of the possibility upon determination of eligibility. Written notification shall be submitted thirty (30) days in advance of the leave and shall specify the probable date of commencement and the length of the leave.

- (a) In the case of maternity/parental/adoption leave, the Employer may post and fill the temporary vacancy for eighteen (18) months.
- (b) Leave of absence for maternity/parental/adoption shall be for up to eighteen (18) months as requested by the Employee, except in extenuating circumstances when, in the opinion of a medical practitioner, the leave should be further extended.
- (c) Such leave will be granted with the assurance that the Employee will resume employment in the same position they occupied prior to the granting of such leave. In the event the Employee on maternity/parental/adoption leave is affected by lay-off, they shall be afforded access to the provisions of Article 22 – Lay-off and Re-employment.
- (d) Written notification of intention to return to work and/or request for a change of the length of the leave of absence, must be forwarded to the Employer thirty (30) days prior to the date of the requested return.
- (e) Supplemental Employment Insurance

Maternity/ Parental /Adoption Supplemental Employment Benefit (SEB)

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

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

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

Maternity Supplemental Employment Benefits

An Employee, who is in receipt of Employment Insurance (EI) maternity benefits pursuant to the *Employment Insurance Act*, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the Employee is eligible to receive and seventy-five percent (75%) of the Employee’s regular weekly rate of pay. This SEB payment shall commence following completion of the Health Related Portion of the Short Term Disability plan and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of the EI maternity benefits for a combined maximum of fifteen (15) weeks, including Health Related Portion of the Short Term Disability Plan.

Parental/Adoption Supplemental Employment Benefits

An Employee, who is in receipt of the Employment Insurance (EI) parental/adoption benefits pursuant to the *Employment Insurance Act*, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the Employee is eligible to receive and seventy-five percent (75%) of the Employee's regular weekly rate of pay. This SEB payment shall commence following completion of any required one (1) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of EI parental/adoption benefits for a maximum of ten (10) weeks.

If a one (1) week waiting period is required for parental/adoption benefits under the Employment Insurance Act, the Employer will pay seventy-five percent (75%) of the Employee's regular weekly rate of pay for this waiting period.

In instances where two (2) Employees share the paternity/adoption leave and both are in receipt of EI parental/adoption benefits, both Employees shall be eligible for the SEB to a maximum of ten (10) weeks each.

SEB Payment Calculation

- SEB payments will be based on the regular weekly rate of pay in the Employees home position.
- The regular weekly rate of pay for full time and other than full time Employees shall be determined by calculating the average weekly earnings for all paid hours over the fifty-two (52) weeks immediately preceding the commencement of the leave by the regular hourly rate of the last day worked prior to the commencement of the leave. This calculation excludes all overtime, differentials, premiums and allowances.

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

12.05 Parental Leave

Insofar as the regular operation of the Employer will permit, parental leave may be extended.

Parental leave may be divided between the parents of a child.

12.06 Bereavement Leave

In the case of death of an immediate family member of an Employee, or someone with whom they have had an equivalent relationship, the Employer, upon request shall grant, up to four (4) scheduled shifts paid bereavement leave.

Members of the immediate family are defined as, a spouse (opposite sex or same sex, married or common-law), fiancé(e), mother, father, brother, sister, son, daughter, step-child, grandchild, grandparent, mother and father-in-law, son-in-law, daughter-in-law and step-parent.

In the case of death of an extended family member of an Employee, or someone with whom they have had an equivalent relationship, the Employer, upon request shall grant, up to two (2) scheduled shifts paid bereavement leave. Members of the extended family are defined as, sister and brother-in-law, grandparent-in-law, aunt, uncle, niece or nephew.

Insofar as the regular operation of the Employer will permit, up to four (4) hours, unpaid, to attend the funeral of a co-worker.

In addition the Employee may request family care leave and/or vacation and/or unpaid leave of absence as may be required for the purpose of the application of this leave.

12.07 Family Care Leave

Family care leave is intended to provide the necessary time to attend to the needs of immediate family members, as defined in Article 12.06, for whom the Employee has a duty of care. Upon request, Employees shall be granted family care leave with pay. Employees are required to provide the Employer with notification of leave requirements as early as possible after determining the need.

- (a) Full-time Employees shall accumulate family care leave credits at the rate of two point five (2.5) hours for each month of employment up to a maximum family leave credits of thirty (30) hours.
- (b) Employees on OTFT status shall accumulate family care leave credits on a pro rata basis in direct relation to their paid hours as compared to a Full-time Employee to a maximum of thirty (30) hours.
- (c) Initial Family Care Leave Entitlement
As per current practice, twenty-four (24) hours (prorated for OTFT less than .73 FTE) were credited to Employees on April 1, 2022. Upon implementation of the June 5, 2022 – March 31, 2026 collective agreement, Employees will retain residual family care leave credits.

12.08 Compassionate Care Leave

An Employee with a family member in the end-stage of life, shall be entitled to leave of absence without pay for a period up to six (6) months.

In addition, the Employee may request to utilize vacation credits during this leave.

12.09 Pressing Necessity

An Employee shall be granted leave without pay for pressing necessities. Pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence that could not by the exercise of reasonable judgement have been foreseen by the Employee and which requires the immediate attention of the Employee. The Employee may elect to use vacation for this purpose.

12.10 Specific Leaves of Absence as provided in *The Saskatchewan Employment Act (SEA)*

Employees shall be entitled to leaves of absence for Reserve Force Service Leave, Organ Donation Leave, Crime-related Child Death or Disappearance Leave, Critically Ill Child Care Leave, Citizenship Ceremony Leave and Interpersonal Violence Leave as provided by the *SEA*, Part II, Division 2, Subdivision 11.

12.11 Benefits on Leave of Absence

- (a) Leave of Absence of Thirty (30) Days or Less Duration
Employee(s) on leave of absence the duration of which is thirty (30) days or less shall continue to earn all benefits, as per plan text, and increments provided by this agreement.
- (b) Leave of Absence of Over Thirty (30) Days Duration

Employees on leave of absence, the duration of which is more than thirty (30) days shall not accumulate or earn sick leave or annual vacation credits for the period of the absence greater than thirty (30) days and a new increment date shall be established for determination of increments. With regards to benefits, Employees are responsible for both Employee and Employer premiums as per plan text.

12.12 Union Leaves of Absence

- (a) On the request of the Local or the Union one (1) week in advance of the requested leave, Employees designated by the Local or the Union shall be granted leave of absence without pay for Union business. The number of Employees granted such leave shall be determined mutually between the Local and the Employer, and shall be a minimum of, but not limited to, one (1) Employee per occasion. The time limits for notice of such leave may be reduced by mutual agreement.
- (b) (1) During such Union leave, on request of the Local or the Union, the Employer agrees to continue to pay normal salary and benefits to those Employees to attend to Union business as referred to in Article 12.12 (a) and that the Employer is to charge the Local or the Union for reimbursement of the costs. Such costs shall only include:
 - (i) Actual wages;
 - (ii) Employer's share of Canada Pension contributions;
 - (iii) Employer's share of Employment Insurance premiums;
 - (iv) Employer's share of Pension contributions (or equivalent if applicable);
 - (v) Employer's share of Group Insurance premiums (if applicable);
 - (vi) Workers' Compensation premiums;
 - (vii) Employer's share of Short and Long Term Disability income contributions (if applicable);
 - (viii) Extended Health and Dental Plan premiums (if applicable);
- (2) On leaves of absence of more than one (1) month, and at the request of the Union, the Employer agrees to pay normal salary and benefits to an Employee and will charge the Local or the Union, in addition to those costs set forth in Article 12.12 (b)(1) an appropriate amount for the following benefits:
 - (i) Vacation;
 - (ii) Sick Leave;
 - (iii) Statutory Holidays;
 - (iv) Family Care Leave
- (3) (i) In addition to the above, the Employer agrees to pay salary and benefits to Other-Than-Full-Time Employees on Union Leave, according to the SUN hours submitted and paid on the regular pay period basis by the Employer. The Employer will charge the Local or the Union for reimbursement for such costs.

(ii) Upon the request of the Local, the Employer shall grant an unpaid Union Leave of Absence to Other-Than-Full-Time Employees, according to the hours of work submitted by the Local.

(c) An Employee who is elected President of the Union's Board of Directors and/or one who is elected or selected for a full-time position with the Union or an organization with which the Union is affiliated shall, on the request of the Union, be granted for up to two (2) years leave of absence without pay for the purpose of holding office. Such leave for a Union position shall be, at the request of the Union, in accordance with Article 12.12 (b)(2) or without pay and without loss of accrued benefits and/or increments. During such leave for the elected position, the Employer agrees to continue paying the following benefits:

- (1) Employer's share of Pension contribution (or equivalent if applicable);
- (2) Employer's share of Group Life Insurance premiums (if applicable);
- (3) Employer's share of short and long term disability income contributions (if applicable);

The Employer will charge the Union for reimbursement of the cost of the above (1) through (3).

Such leave shall be renewed at the request of the Union. On completion of the leave, the Employee shall return to the same position they occupied prior to taking such leave. In the event the Employee on leave is affected by a lay-off, they shall be afforded access to the provisions of Article 22 – Lay-off and Re-employment.

(d) The rules of seniority for Employees on any Union Leave of absence shall be in accordance with Article 18 of this agreement.

12.13 Health Care Maintenance Leave

An Employee who is unable to make the necessary arrangements for maintenance of personal health care outside of the scheduled work time may be granted time off with pay.

Such time will not be deducted from the Employee's sick leave accumulation and shall not exceed sixteen (16) hours per year except in extenuating circumstances.

On request, Employee(s) will be required to show proof of such care.

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

12.14 Court/Jury Duty

An Employee who is required to report for Jury Selection, Jury Duty, Coroner's Inquest or who is subpoenaed to serve as a witness in a court action, on a day when they would normally have worked, will be reimbursed by the Employer for the difference between the pay received in such duty and their regular straight time hourly rate of pay for their regularly scheduled hours of work.

Proof of performing such service and the duty pay received will be required by the Employer before compensation is paid.

- 12.15 Failure to return from leave of absence on the appropriate date may be deemed to be a resignation unless the Employee can show justifiable reasons for failure to return to work.

ARTICLE 13 – SICK LEAVE

13.01 Definition of Sick Leave

“Sick Leave” means the period of time an Employee is absent from work by virtue of being sick or disabled or because of an accident not covered by Workers’ Compensation or *The Automobile Accident Insurance Act*.

13.02 Accumulation of Sick Leave

- (a) After one (1) month of service, each Employee on regular staff shall be entitled to cumulative sick leave credits computed from the day of commencement of employment at the rate of seven point three three (7.33) hours for each month of employment up to a maximum sick leave credit of two-hundred and forty (240) hours.
- (b) Employees on OTFT status 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. An OTFT Employee shall accumulate sick leave credits to a maximum two-hundred and forty (240) hours.

13.03 Initial Sick Leave Entitlement

As per current practice, 60 hours (prorated for OTFT less than .73 FTE) were advanced to Employees on April 1, 2022. Upon implementation, remaining advanced hours will be converted to sick leave credits. There will be no future advances of sick leave credits and Employees will begin accruing sick leave credits on date of implementation of the June 5, 2022 – March 31, 2026 collective agreement.

13.04 Accessing Sick Leave Credits

- (a) Full-time Employees shall have access to their accumulated sick leave credits to maintain their regular income when they are on sick leave.
- (b) An Employee on OTFT status shall have access to utilize accrued sick leave credits for any shifts scheduled in advance. An Employee on OTFT status who becomes unavailable for duty due to illness or injury for any time period in excess of the schedule as posted and confirmed shall have access to accrued sick leave credits based on the average number of paid hours in the previous fifty-two (52) weeks until such time as either their sick leave credits expire or they are available for work. In no case shall an OTFT-RPT access less than their regularly scheduled shifts.

13.05 Sick Leave Absence Without Pay

In the event an Employee is on sick leave and such sick leave credits have been depleted, the Employee shall be placed on “sick leave without pay” for up to one (1) year commencing from the date of going on such leave.

The Employer agrees to give one (1) month notice to the affected Employee and the Local of the Union when an Employee on sick leave without pay or Long Term Disability is to be reassessed by the Employer or Long Term Disability.

13.06 Certificate of Proof of Illness

The Employer may require an Employee to submit a certificate of proof of illness from a licensed medical practitioner.

13.07 Notification of Sick Leave

An Employee who may be absent from duty by virtue of being sick or disabled or because of an accident shall notify appropriate management representative or designate of such and the anticipated duration of such illness as soon as possible, preferably no less than one (1) hour prior to the commencement of their scheduled shift unless the lack of giving notification can be shown to have been unavoidable. Employees upon resuming duties will report to the Employee's immediate supervisor or designate within the workplace.

13.08 Sick Leave and Pregnancy

An Employee shall have access to sick leave credits for illness which may arise during pregnancy while the Employee continues active duty with the Employer. In addition, sick leave for valid health reasons related to the pregnancy and substantiated by a medical certificate, shall be granted for the actual period of illness during the maternity leave.

13.09 Employee and Family Assistance Program

The parties endorse the concept of an Employee/Family Assistance Program, as provided by the Benefit Plan. The program shall be voluntary, confidential and shall not be used as a disciplinary process.

13.10 Graduated Return to Work

When an Employee is able to return to the workplace on any type of a graduated return to work program, rehabilitation program or work hardening program, the Employer shall notify the Local. The Employer, the Local and the Employee shall meet if any party deems a meeting is necessary, prior to the Employee returning to work, to identify the details surrounding the Employee's return to work.

ARTICLE 14 – DUTY TO ACCOMMODATE

14.01 The Employer, the Union and the Employees acknowledge their duty to accommodate Employee(s), in accordance with the *Saskatchewan Human Rights Code*, up to the point of undue hardship.

14.02 Where an Employee who requires an accommodation in accordance with the *Saskatchewan Human Rights Code*, notifies the Employer that they are able to return to work, or requires a workplace modification and has submitted appropriate verification outlining limitations and restrictions, the Employer, the Union and Employee shall meet, in a timely manner to review the submission and identify the accommodations or modifications required for that Employee. Where a return to work is required, the meeting shall occur prior to the Employee returning to work. The parties shall meet as needed thereafter and will identify further information or processes needed to enable a satisfactory return to work for the Employee.

Any party who is unable to agree to an accommodation must provide written rationale for such disagreement.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.01 Definition of a Grievance

For the purpose of this Agreement, a grievance is defined as any difference between the persons or parties:

- (a) bound by the Collective Agreement, or
- (b) on whose behalf it was entered into concerning its interpretation, application or operation of any alleged violation thereof, including any question as to whether the differences are arbitrable without stoppage of work or refusal to perform work.

15.02 Union/Employer Representatives

- (a) The Employer acknowledges the right of the Union to appoint Local Representatives from amongst its members of the Local.
- (b) The Employer shall provide the Union with the names of Employer designates with responsibilities under Article 15.

15.03 Leave Related to Grievances

It is agreed a grievor and/or Local Representative may, after making suitable arrangements with their supervisor or designate for coverage of their assignment, leave their assigned duties temporarily in order to discuss matters related to a grievance. As far as possible, grievance meetings will be dealt with on Employer time and the grievor and/or Local Representative shall not suffer any loss of earnings for the time so spent.

Grievance meetings shall take place at the workplace unless mutually agreed otherwise between the Employer and the Local.

15.04 It is agreed that a representative of the Saskatchewan Union of Nurses shall, after making suitable arrangements with the Employer, have access to the premises of the Employer for the investigation of grievances.

15.05 At the request of either party during any stage of the grievance or arbitration procedure, the parties shall meet to discuss the matter of the grievance without prejudice to their respective position.

15.06 Grievance Procedure

In the event of a difference arising between the persons or parties to this Agreement, the Employee(s) concerned, with or without a Local Representative in attendance, shall first seek settlement of the difference through discussion with their immediate out-of-scope supervisor or designate.

15.07 Step 1: Failing resolution of the difference through informal discussion, if the Union considers it has a grievance it shall, within thirty (30) days of its occurrence, submit a written and signed grievance to the immediate out-of-scope supervisor or designate setting out the following:

- (a) The nature of the grievance and the circumstances out of which it arose;
- (b) The section or sections of the agreement violated or claimed to have been violated;
- (c) The remedy or correction the Employer is required to make.

The immediate out-of-scope supervisor or designate shall render a written decision within fifteen (15) days of receiving the grievance.

- 15.08 In the event an Employee is terminated for alleged just cause, the Union shall have the right to commence the grievance procedure at the 2nd step.
- 15.09 Step 2: If the grievance remains unsettled, the grievance may be referred to the Employer designate in writing, within fifteen (15) days of having received the decision of the immediate out-of-scope supervisor or designate at Step 1.
- The Employer designate shall render a written decision within fifteen (15) days of receipt of the grievance.
- 15.10 In the event that the difference remains unsettled, the matter shall be referred to arbitration within twenty-one (21) calendar days of the Employer designate's decision. If the grievance is not taken to arbitration as herein provided within twenty-one (21) calendar days, the grievance shall be deemed to have been settled.
- 15.11 The Union and Employer may agree to the Grievance Mediation process, expedited arbitration or any other dispute resolution mechanism with a view to resolving the dispute.

ARTICLE 16 – ARBITRATION

- 16.01 The Employer or the Union may notify the other party in writing of its desire to submit the dispute to arbitration. The parties shall agree to either an Arbitration Board or a Single Arbitrator. The written notification shall contain a statement of the dispute and the name of their nominee to an Arbitration Board or the proposed name of a Single Arbitrator. Within seven (7) calendar days, the recipient of the notice shall inform the other party of its nominee or agreement to a Single Arbitrator. Should the Employer or the Union fail to name their nominee or Single Arbitrator within the time limits, the Minister of Labour Relations and Workplace Safety shall make the appointment.
- 16.02 When the nominees have been appointed, they shall choose a Chairperson within ten (10) calendar days, who, with the two (2) nominees, shall constitute the Arbitration Board.
- 16.03 Should the nominees fail, within the ten (10) calendar days, to agree upon a Chairperson, the Minister of Labour Relations and Workplace Safety shall be requested by the nominee of the Employer or the Union to appoint a Chairperson to the Arbitration Board.
- 16.04 The Arbitration Board or the Single Arbitrator shall hear the dispute as soon as possible and shall render a written decision as soon as possible thereafter, with a copy of the award provided to the parties.
- 16.05 The Arbitration Board or the Single Arbitrator shall not have the power to alter or amend any provisions of the Collective Agreement or to substitute any provision or, to give any decision inconsistent with the terms of this Collective Agreement.
- 16.06 The written decision is final and binding upon the Employer and the Union and upon any Employee(s) affected by it. The decision of the majority of the Board is the award. Where there is no majority, the decision of the Chairperson shall be the award of the Board.
- 16.07 The Employer and the Union shall bear the expense of its respective nominees to the Arbitration Board and the Employer and the Union shall bear equally the expenses of the Chairperson or the Single Arbitrator.

- 16.08 The time limits specified in Article 15 and 16 may be extended by consent of the Employer and the Union. If the grieving party fails to take any of the steps within the time limits as set out, then it shall be deemed the grievance has been settled. Failure on the part of the Employer to reply within prescribed time limits shall give the Union the right to proceed to the next step.
- 16.09 It is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either the Employer or the Union fail to adhere to the time limits, the onus is on that party to show justifiable reason for its failure to adhere to such limits.

ARTICLE 17 – PROBATIONARY PERIOD

- 17.01 An Employee commencing employment within the bargaining unit shall be on probation during the first sixty-five (65) working days or six hundred (600) hours worked, of their employment with the Employer, whichever occurs first. An extension may be granted on one (1) occasion only up to a maximum of forty (40) working days or three hundred and twenty (320) hours worked, whichever occurs first. The circumstances warranting the extension, the improvement expected by the Employer, and the duration of the probationary period extension must be communicated to the Employee and the Local. An Employee shall only serve one probationary period for any period of continuous employment within the bargaining unit.

During the probationary period, the Employee shall enjoy all rights and privileges prescribed in the Agreement, except Article 21, unless application of Article 21 would result in an increase in hours. Notwithstanding the foregoing, the parties agree that the Employer may terminate a probationary Employee for unsuitability.

During the probationary period, the Employer is expected to give as long a notice of termination as possible with a minimum of one (1) week. At any time during the probationary period, the Employer may terminate employment without notice if the Employee has been guilty of irregular conduct and/or violation of Employer rules.

ARTICLE 18 – SENIORITY

- 18.01 An Employee's "Seniority Date" shall be the date on which a permanent or temporary Employee's continuous service within the bargaining unit commenced, including all prior periods of service as a casual, temporary or permanent Employee contiguous to present employment.
- (a) The Employer will develop an up-to-date seniority list. The cut-off date for the seniority list shall be December 31 of each year. The Employer will post in places accessible to all Employees by March 1 of each year, and a copy will be forwarded to the Local. Such seniority list will be open for correction(s) for sixty (60) days from the date of the posting. Any requested correction(s) are limited to the period of time elapsed since the cut-off date of the previous seniority list. In the event of a dispute over the seniority of an Employee, the Employer records of employment shall be the official record.

Newly hired Employees to the bargaining unit will be ranked on the seniority list according to hire date.

- (b) Employees entering the service of the Employer under the provisions in Article 27.03, shall have their seniority calculated in accordance with Article 18.01 or be credited with their seniority date, whichever is applicable.

For the purposes of converting hourly-based Seniority, hours shall be divided by two thousand eighty (2080). This calculation will be made to the fourth (4th) decimal point and shall be known as the conversion number. The calculation shall be converted to a calendar date to be known as the Seniority Date.

- (c) Where two (2) Employees are applying for the same job and have the same hire date and the same conversion number (where applicable), the following will be the process for determining the successful applicant:
 - (i) The date of their birthday (1-31 with 1 being the highest) shall be used as a tie breaker (i.e. in the case of birthdays of January 25 and June 9, the person with the birthday on the 9th would prevail).
 - (ii) If this does not resolve the tie breaker, then the month of the year that the birthday occurs (1-12 with 1 being the highest) will be used (i.e. in the case of birthdays on January 25 and June 25, the person with the birthday in January will prevail).

18.02 Loss of Seniority

An Employee shall only lose seniority in the event they:

- (a) are discharged for just cause and are not reinstated and are not employed elsewhere in the bargaining unit;
- (b) voluntarily terminate their employment;
- (c) fail to return to work immediately following the termination of leave of absence or within fourteen (14) calendar 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) are on lay-off for a period longer than provided for in Article 22.06 (h);
- (e) are on other than full-time status and do not work for a period of two hundred and seventy-four (274) calendar days from their last shift, exclusive of approved leave of absence;
- (f) relieve in an out-of-scope position for more than a total of twelve (12) months during the term of this agreement.

18.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced including seniority as calculated in Article 18.01 herein; and henceforth the total of their seniority within the bargaining unit including seniority that has been transferred under the terms of this Agreement. An up-to-date seniority list shall be posted in places accessible to all Employees by March 1st of each year with a copy to the Local.

The seniority lists shall be open for correction for a period of sixty (60) days from the date of posting, but any requested corrections are limited to the period of time elapsed since the cut off date of the previous seniority list.

In the event of a dispute over the seniority of an Employee, the Employer's records of employment shall be the official record.

18.04 Appointment to an Out-of-Scope Position

An Employee who is appointed to a permanent out-of-scope position shall retain seniority for up to three (3) months while in such position. During this three (3) month period the Employee shall have the right to exercise their seniority through application of posted vacancies.

ARTICLE 19 – TERMINATION OF EMPLOYMENT

- 19.01 At any time after the probationary period, the Employer may terminate employment for just cause without notice. Such Employee discharged without notice may use the grievance procedure.
- 19.02 If there is a lay-off of Employee(s), Article 22 of this Agreement shall prevail.
- 19.03 The Employer shall provide the Employee on termination, a written statement with the following information:
- (a) present vacation accrual rate, vacation length of service date and accumulated vacation;
 - (b) salary rate and step and hours worked since the last increment (for OTFT status Employees) or the increment date (for full-time Employees);
 - (c) date of termination of employment;
 - (d) seniority date of hire.

ARTICLE 20 – DISCIPLINE

- 20.01 The Union acknowledges it is the right of the Employer to suspend, discharge or otherwise discipline an Employee for just cause. The Employer agrees to use a process of progressive discipline.
- 20.02 (a) When an Employee is discharged, reprimanded or suspended, the Employer shall advise the Employee, in writing, of the reason(s) for the action taken at the time such discipline is imposed. A copy shall be submitted to the Union at the same time. The reason(s) given shall be sufficiently specific that the Employee understands the grounds for the Employer's action and in sufficient detail for the Employee's defense.
- Where an Employee is disciplined and the Employer decides to report the matter to the professional association, it may only do so at the time that discipline is being imposed.
- (b) If the Employee concerned wishes to respond they may do so in writing and such response shall become part of the documentation and shall be attached to the Employer's letter of discipline. A copy of the response shall be forwarded to the Union.
 - (c) If an Employee is reported by the Employer to their professional association, the Employee shall be advised within five (5) calendar days. The Employee shall receive a copy of the report. If the Employee is fully exonerated by the professional association, all reference to the matter shall be removed from the Employee's personnel file and destroyed.

- (d) An Employee who is fully exonerated through recourse to the grievance procedure shall have all reference to the discipline removed from their personnel file.
 - (e) In case of discipline, in subsequent proceedings or arbitration hearings, evidence shall be limited to the grounds stated in the written discharge or discipline notice to the Employee and the Union unless the Employer could not reasonably have been aware of additional grounds.
- 20.03
- (a) The Employer shall advise the Employee and the Local of the Union of the nature of the discussion in advance of the meeting.
 - (b) The Employee shall be entitled to have Union representation for investigation of conduct that may result in discipline and/or imposing discipline.
 - (c) An Employee shall have the opportunity to respond to the allegations prior to the conclusion of the investigation.
 - (d) If an Employee is suspended pending investigation, the Employer shall render its decision regarding discipline no later than fourteen (14) calendar days from the date of the suspension, except as otherwise agreed between the Employer and the Local. Where the suspension is without pay and investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the Employee shall be paid for time lost and be made whole in all respects.

ARTICLE 21 – VACANCIES

21.01 Posting of Vacancies

All vacancies of ninety (90) days or more in duration, shall be posted for seven (7) calendar days.

Temporary vacancies of less than ninety (90) days in duration will not be posted. Shifts associated with the temporary vacancy shall be offered to existing Employees in descending order of seniority to OTFT-RPT and/or OTFT-CAS in accordance with Article 29.

The parties agree the Employer may post internally and externally simultaneously, however, first preference shall be given to applicants within the bargaining unit.

Copies of postings shall be forwarded to the Local and the Union.

21.02 Information on Postings

Job postings shall include:

- (a) job title;
- (b) job status;
- (c) number of hours if OTFT-RPT position;
- (d) rate of pay;
- (e) qualifications required;
- (f) the anticipated date of appointment;
- (g) position end date for temporary (if applicable).

21.03 Appointment to Vacancies

Appointments to posted positions within the scope of this Agreement shall be offered on the basis of seniority provided the applicant possesses the qualifications required to fill the position and the sufficient ability to perform the duties and responsibilities of the position.

The successful applicant will be provided with the orientation and training for certifiable skills.

Whenever possible, an Employee selected from the posting procedure shall commence the job within four (4) weeks after the closing date of the posting, unless mutually agreed otherwise.

21.04 Letters of Appointment

When an appointment is made, the successful applicant shall receive, a Letter of Appointment in writing which shall include:

- Name of Employee
- Start Date
- Salary Rate and Step
- Status/type ie. FT, OTFT-RPT, OTFT-CAS, Permanent, Temporary
- Posting number
- Number of hours and shifts per rotation for OTFT-RPT
- Position end date for temporary

Copies of the Letter of Appointment shall be provided to the Employee, personnel file, the Local, the Union and the Employer.

When the appointment is made, all applicants shall be advised within two (2) weeks, in writing, of the name of the successful applicant. The Local, and the Union shall be notified within two (2) weeks of the appointee's name and shall be provided with a listing of all names who applied for the vacancy.

21.05 Appointment to Temporary Vacancies

No temporary position shall exceed one (1) year without the mutual agreement of the Local and the Employer except for Maternity/Parental and Adoption Leave replacement in accordance with Article 12.04 and Union Leave, Article 12.12.

21.06 Permanent OTFT-RPT Vacancies

The parties agree that where permanent OTFT-RPT positions are vacated, the Employer, the Local and the Union, shall meet to determine options to offer existing permanent OTFT-RPT Employees, in order of seniority, the opportunity to increase their hours.

Where additional hours are added to an Employee's position, new Letters of Appointment for affected OTFT-RPT Employees shall be issued.

In the event the Employer is unable to fill the existing vacancy, as outlined above, the remainder of the vacated position shall be posted and filled in accordance with Article 21.01.

ARTICLE 22 – LAY-OFF AND RE-EMPLOYMENT

22.01 In the event a staff reduction becomes necessary through a reduction of work to be done, the Employer shall lay-off Employee(s) through the abolition of position(s). The most senior Employee(s), subject to qualifications and sufficient ability, shall be retained.

22.02 A lay-off shall be defined as:

- (a) a reduction of the hours of work of a full time Employee; or
- (b) a reduction in the number of guaranteed hours in the Letter of Appointment of an OTFT-RPT Employee; or
- (c) the elimination or abolition of an Employee's position.

22.03 The Local of the Union shall be given written notice of impending lay-offs at least fourteen (14) days prior to issuing notice of lay-off to any Employees. The Employer and the Local shall meet to discuss the details of the implementation of Article 22.

The date of notification of lay-offs to the Local, in accordance with Article 22.03, shall be the cut-off date for purposes of determining seniority of affected Employee(s).

Employees subject to lay-off shall be given notice as far as possible in advance in accordance with Section 2-60(1) of *The Saskatchewan Employment Act*, and in any case, a minimum of four (4) weeks' notice. The effective date of the lay-off shall be specified in the notice.

A copy of the lay-off notice shall be forwarded to the Local at the same time as issued to an Employee.

The Employer shall advise an Employee of their right to Union representation. A Union representative shall be present if the Employee so desires during discussions concerning lay-off.

Notwithstanding the lay-off procedures, the Employer and the Union can modify the procedures to take into account the desire of the parties to minimize the impact of the lay-off or to deal with particular operational considerations.

22.04 Lay-off

(a) An Employee who is laid off or displaced by another Employee who has been laid off, shall have their options identified and explained and shall elect one of the following choices:

- (1) to displace the most junior Employee; or,
- (2) an Employee may elect, where there is a reduction in hours of work, to accept the reduced hours of work; or,
- (3) to be laid off and placed on re-employment. The Employee(s) shall be advised to contact the Employment Insurance Commission prior to making a decision; or,

Except in exceptional circumstances, if an Employee does not make an election within forty-eight (48) hours or a greater locally agreed to time period, they will be deemed to be laid off.

(b) Once an Employee has exercised their right under (a) above, they will no longer have any rights or claims to their former position

Employee(s) awaiting access to scheduled orientation and training for certifiable skills necessary for their selected position shall be offered temporary and/or casual work.

22.05 Displacement

A laid off or displaced Employee may only displace into a vacant position or they may displace an Employee in an equal or lower paid classification, with less seniority, subject to the Employee having the qualifications and sufficient ability for the position.

22.06 Re-Employment

(a) When an Employee is placed on re-employment, they shall specify full-time and/or other than full-time work they are willing to perform. The Employee may also specify their willingness to be considered for temporary work. The Employee may only change these work designation(s) upon written notification to their Employer.

(b) Employee(s) on re-employment have the responsibility to keep their Employer advised of their current address and telephone number.

When hiring an Employee from re-employment, the Employer shall deliver the offer of employment to the Employee's last known address by commercial courier or registered mail. At the same time, the Employer will attempt to contact the Employee by telephone to expedite the re-employment process.

The time of delivery of the offer of employment to the Employee's last known address shall be considered to be the time of notification of re-employment.

Copies of offers of employment shall be forwarded to the Local of the Union.

(c) Employee(s) on re-employment shall be considered applicants to all vacancies, including temporary vacancies that meet the requirements of the Employee's employment preferences as specified in Article 22.06 (a). The successful applicant shall be chosen in accordance with Article 21.03.

(d) Permanent Positions

(1) An Employee being re-employed must indicate their acceptance of the position within seventy-two (72) hours of being notified and commence work within fourteen (14) days of accepting the position. In extenuating circumstances, the seventy-two (72) hours may be extended.

(2) An Employee refusing re-employment, shall revert to casual status and be removed from the re-employment list.

(3) An Employee who accepts re-employment and who fails to report for work at the specified time, shall be considered terminated unless there are extenuating circumstances.

(e) Temporary Positions

(1) Those Employee(s) who have indicated a willingness to perform temporary work shall be re-employed to such work in accordance with Article 21.03.

(2) An Employee re-employed to temporary work must indicate their acceptance within forty-eight (48) hours of being notified, and commence work within ten (10) days of accepting the position, or refuse

re-employment to a position. In extenuating circumstances, the forty-eight (48) hours may be extended.

- (3) An Employee who accepts re-employment to temporary work and who fails to report to work at the specified time shall be considered terminated unless there are extenuating circumstances.
- (4) Employee(s) right to re-employment to permanent positions, or their employment status, shall not be affected by undertaking or by refusing temporary or casual work.
- (f) The Employee who is re-employed shall be provided with Unit orientation and training for certifiable skills.
- (g) Casual Work
The Employer shall offer casual work to Employees who are laid off, and on re-employment, and who have indicated an availability for casual work before offering work to a casual Employee. Orientation and training for certifiable skills shall be provided for the Employee. An Employee not able to secure an adequate number of casual hours through the selected unit(s) shall be afforded orientation and training to an additional unit.
The amount of casual work offered to an Employee shall not exceed the hours the Employee was guaranteed prior to lay-off, in accordance with letters of appointment for OTFT-RPT Employees, or the Employee's full-time status.
An Employee being called to work for a casual assignment shall be notified by telephone. It shall be the responsibility of the Employee to keep the Employer advised of their current telephone number. If the Employee fails to do so, the Employer shall not be responsible for failure to notify the Employee of the casual work assignment.
- (h) An Employee shall remain on re-employment for one (1) year from the effective date of lay-off. At the end of an Employee's lay-off period, they shall have the option to transfer to OTFT-CAS status.
- (i) The Employer and the Local shall be provided with the current list of Employees on re-employment quarterly.

ARTICLE 23 – FACILITY CLOSURE

- 23.01 In the event of a Facility closure, Employees affected and the Union shall receive one hundred and twenty (120) days notice prior to the effective date of the closure.
 - (a) If as a result of a Facility closure there is a corresponding expansion of nursing positions within six (6) months in another Facility, owned, operated by the Employer, and where the Union represents Employees;
 - (b) Employees laid off as a result of a Facility closure shall be laid off in accordance with Article 22 and be placed on re-employment.

ARTICLE 24 – NEW OR CHANGED CLASSIFICATIONS - NEW POSITIONS

- 24.01 All new classifications or new positions within the scope of this Agreement shall be posted in accordance with Article 21. If there is a dispute between the Employer and the Union as to whether the new or reclassified classification or new position is within or outside of the scope of the bargaining unit, such shall be subject first to

negotiation. Failing settlement, the matter may be referred to the Labour Relations Board for adjudication.

- 24.02
- (a) New or changed positions, with the exception of Registered Nurse (Nurse Practitioner)s, shall be submitted by the Employer to the SAHO Classification/Job Evaluation Department for evaluation and classification placement using the SAHO/SUN Position Evaluation Tool. The Parties agree to utilize the agreed upon Position Evaluation Tool in a consistent, fair and equitable manner.
 - (b) The Employer shall provide to the Local of the Union copies of job descriptions for all job classifications within the scope of the bargaining unit.
 - (c) In the event the Employee and/or Employer disagrees with the placement of a new or changed position they may request a reconsideration of the position evaluation to the Joint Job Evaluation Committee within sixty (60) days of being notified of the placement.
 - (d) If the Employee being placed in a higher paid classification shall be effective retroactive to the Employee's date of employment in the new position or effective retroactive to the date the position changed.
 - (e) If a position is reclassified the incumbent shall remain in the position as reclassified. The incumbent of the reclassified position shall not be subject to a trial period.
 - (f) If a position is reclassified to a lower paid classification, the incumbent shall maintain their current rate of pay (red-circled) until the rate of pay in their new classification exceeds their red-circled rate. The Employee's increment date for the purpose of wage progression shall be maintained. When applying for vacant positions red-circling applies only to the initial position.
- 24.03 Where the Employer makes substantive change(s) to an existing position, the Employee or Union shall meet to determine the appropriate pay classification.

ARTICLE 25 – TECHNOLOGICAL CHANGE

25.01 If, as a result of:

- the Employer introducing new equipment; or,
- changes in operating methods; or,
- dissolution of department; or,
- Facility closure

certain job classifications in the affected area(s) will no longer be required, the Employer shall notify the Union three (3) months in advance of instituting such changes which will cause dislocation, reduction or demotion of the existing work force.

- (a) By mutual consent of the Employer and the Union the above time limit may be adjusted to suit individual circumstances.
- (b) Upon notification as above, the Employer and the Union will commence discussion as to the effect on personnel and application of this Article.
- (c) All new job titles and rates of pay within the scope of this Agreement shall be negotiated in accordance with Article 24.

- (d) All new positions created as a result of technological change will be posted under the terms of the Agreement. Any training or retraining required to fill the new position shall be provided by the Employer at the Employee's regular rate of pay.
 - (e) If application of this Article requires a reduction in the work force, such reduction will be carried out under the terms of this Agreement.
- 25.02 (a) Full-time Employee(s) who terminate employment as a result of the reasons indicated in this Article shall receive severance pay in the amount of: five (5x) times the number of completed and/or partially completed years of service with the Employer times the Employee's current hourly rate of earnings times eight (8).
- Five (5) x completed and/or partially completed years of service x
Employee's current hourly rate of earnings x 8 = severance pay
- (b) OTFT-RPT who terminate employment as a result of the reasons indicated in this Article shall receive severance pay in the amount of five (5x) times the number of paid hours in the position(s) with the Employer divided by 2080 times the Employee's hourly rate of earnings times eight (8).
- $$\frac{\text{Five (5) x paid hours in position x hourly rate x 8}}{2080} = \text{severance pay}$$
- Where an Employee holds more than one different position and is only being severed from one, use the paid hours from the affected position only. If the Employee is being severed from all positions use the total paid hours of those affected positions.
- 25.03 An Employee shall only be eligible for severance pay once for any given period of employment.

ARTICLE 26 – OPERATIONAL OR ORGANIZATIONAL CHANGE

- 26.01 The Employer shall ensure that the Union is kept informed of pending operational or organizational changes.
- As a result of pending organizational change, the Employer and the Union shall meet to discuss issues related to organizational change at a Joint Union Management Committee meeting.

ARTICLE 27 – RECOGNITION OF PREVIOUS EXPERIENCE AND PORTABILITY OF BENEFITS

- 27.01 Nurses commencing employment with the Employer during the lifetime of this agreement and who have satisfactorily completed previous experience in the amount as set out below in an Institution or Agency which required professional nursing staff, shall receive recognition for such previous experience as follows:
- (a) Full-Time Previous Experience
 - (1) greater than one (1) year experience but less than two (2) years experience within the past five (5) years immediately preceding the date of hiring placement at Step 2;
 - (2) two (2) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 3;

- (3) three (3) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 4;
 - (4) four (4) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 5;
 - (5) Five (5) years of experience within the past (6) years immediately preceding the date of employment - placement at Step 6;
- (b) Other Than Full-Time Previous Experience
- (1) greater than two thousand and eighty (2080) paid hours but less than four thousand one hundred and sixty (4160) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 2;
 - (2) four thousand one hundred and sixty (4160) paid hours experience within the past five (5) years immediately preceding date of employment - placement at Step 3;
 - (3) six thousand two hundred and forty (6240) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 4;
 - (4) eight thousand three hundred and twenty (8320) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 5;
 - (5) ten thousand four hundred (10400) paid hours experience within the past six (6) years immediately preceding the date of employment - placement at Step 6;
- (c) For the purpose of determining recognition of previous experience, unused annual vacation that is paid out to an Employee on termination shall be considered as time worked.

27.02 Notwithstanding the above, any Employee who was represented by Saskatchewan Union of Nurses at the Employer or any other Employer and who is employed and/or re-employed within one (1) year, the Employee shall retain their step on the salary scale attained at their last place of employment. The date of re-employment/employment shall be the Employee's increment date for wage progression

27.03 A registered nurse with previous nursing experience, who terminates with another Employer and within one (1) year secures employment with the Employer, shall retain: most recent vacation accrual rate to the maximum applicable in this collective agreement and be placed at a salary step in accordance with Article 27 – Recognition of Previous Experience and Portability of Benefits. In addition, all Employees who are members of the Canadian Federation of Nurses Union, including but not limited to United Nurses of Alberta (UNA), Manitoba Nurses Union (MNU), Ontario Nurses Association (ONA), New Brunswick Nurses Union (NBNU), Registered Nurses Union of Newfoundland and Labrador (RNUNL), Prince Edward Island Nurses Union (PEINU) and Nova Scotia Nurses Union (NSNU), shall be credited with current seniority.

ARTICLE 28 – RECOGNITION OF EDUCATION

- 28.01 In addition to the salary set forth in Schedule “A”, any Employee who holds a Baccalaureate Degree in Nursing shall receive a \$0.21 per hour allowance for all paid hours.

ARTICLE 29 – EMPLOYEES ON OTHER THAN FULL-TIME STATUS

- 29.01 Employees on other than full-time (OTFT) status shall mean those who work less than the normal full-time hours of work as set out in Article 6.01 of this Agreement.

OTFT includes OTFT-RPT and OTFT-CAS.

OTFT-RPT shall mean an OTFT Employee who works on a regular and continuing scheduled basis and has a guaranteed letter of appointed hours. OTFT-RPT Employees may indicate their desire for casual work on a call-in basis.

OTFT-CAS shall mean an OTFT 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 90 days;
 - (b) Vacation replacement;
 - (c) Statutory Holiday replacement;
 - (d) Leave of Absence of less than 90 days;
 - (e) Temporary excess work load.
- 29.02 Notwithstanding Article 29.01, when the Employer utilizes casual Employees to the extent that casual hours are required for a period in excess of ninety (90) days, and it is reasonable to expect the work to continue, the Employer shall post and fill the position in accordance with Article 21.
- 29.03 Employee(s) on OTFT status shall be entitled to all other benefits of this Agreement (subject to Pension and Group Insurance provisions) on a pro rata basis in direct relation to their paid hours as compared with that of a full-time Employee (a year being two-thousand and eighty (2080) paid hours).
- 29.04 OTFT Employees shall be offered work on a call-in basis in order of seniority.

ARTICLE 30 – TEMPORARY LICENSE TO PRACTICE

- 30.01 A Graduate Nurse or a Graduate Psychiatric Nurse who has been issued a temporary license shall receive the Graduate Nurse (Unregistered) rate as per Schedule “A”.
- 30.02 (a) A Graduate Nurse or Graduate Psychiatric Nurse with a temporary license who becomes registered within the first eight (8) months of employment shall have their rate of pay adjusted to Step 1 of the Nurse A rate as per Schedule “A”. An Internationally Educated Registered Nurse or Registered Psychiatric Nurse with a temporary license who becomes registered within the first eight (8) months of employment shall have their rate of pay adjusted as per Article 27.03.
- (b) This adjustment shall be retroactive to the date of successful writing of the exam or the date of employment, whichever is most recent.

(c) The date of employment shall be retained as the increment date.

30.03 Upon the request of an Employee, the Employer shall grant leave of absence from duty without pay in order for the Employee to study for the professional registration examination. The Employee shall receive at least sixteen (16) hours clear time off duty prior to writing the examination.

ARTICLE 31 – LICENSE TO PRACTICE

31.01 It shall be the sole responsibility of the Employee to be registered with their professional association and to maintain a current license to practice nursing and/or psychiatric nursing in Saskatchewan.

31.02 The Employer shall pay license to practice fees in full for all Employees covered by this agreement. In instances where the Employee is registered with both the CRNS and the RPNAS the Employer is only responsible for paying the higher of the two (2) professional fees.

ARTICLE 32 – JOINT UNION MANAGEMENT COMMITTEE

32.01 At either parties request, a meeting shall be set up to deal with such matters of mutual concern as may arise from time to time with in the operation of the facility.

Either party shall inform the other party, prior to the meeting, of matters that they wish to discuss and of the names of the persons attending. The parties shall meet within seven (7) days.

Employees who attend committee meetings shall be released from duty with no loss of pay.

ARTICLE 33 – STAFF/PROFESSIONAL DEVELOPMENT

33.01 The Employer shall make available reference materials as may be required in relation to maintaining up-to-date knowledge of client care.

33.02 (a) When the Employer requires that an Employee attend any educational program, such attendance shall be with pay and all registration or tuition fees and expenses related to the program shall be paid by the Employer.

(b) When equipment and/or services and/or best practice guidelines are introduced or changed that have a direct impact and result in a subsequent change in the delivery of nursing services, the Employer shall provide and require Employees directly affected to attend in-service education to Employees.

(c) If an Employee is required by the Employer to attend or participate in In-Service Education Programs or staff meetings such shall be regarded as working time under the terms of this Agreement and compensated accordingly for such time.

However, no Employee shall be penalized for not attending courses or staff meetings which are not required by the Employer.

(d) In addition to any in-service the Employer may identify as mandatory, all Employees shall be provided in-services for the skills required for their area of nursing practice. Both parties agree that a planning meeting should be held to

discuss suggestions and requests concerning programs at the beginning of each fiscal year.

- (e) The Employer shall reimburse Employees for the cost of registration and course materials for Cardio-Pulmonary Resuscitation training.
- (f) Insofar as regular operation of the Employer will permit, leave of absence without pay shall be granted upon request to enable an Employee to fulfill the continuing educational requirements for registered nurse licensure and/or for professional purposes

33.03 Orientation

The Employer shall provide during regular hours of work a minimum of six (6) days of planned and paid orientation program, determined through Employer needs assessment and Employee consultation.

ARTICLE 34 – PERSONNEL FILE

- 34.01 (a) The Employer agrees to advise and discuss with the Employee in question any report concerning the Employee's performance or conduct while employed with the Employer prior to such being filed in the Employee's personnel file. The Employee shall be given opportunity to read the report and shall be required to sign an acknowledgement of being given the opportunity to read and discuss the report. The Employee's signature shall not be construed as acceptance of the content of the report. An Employee shall have the right to respond in writing within fourteen (14) days of having discussed the report with the Employer and that reply shall be placed in their personnel file.
- (b) An Employee shall be given a copy of their performance appraisal.
- 34.02 (a) An Employee shall be allowed access to their personnel file, at their place of employment during mutually agreeable working hours, to review any document therein pertaining to work performance or conduct, except references from previous Employers, by making prior arrangements with the Employer designate. Any Employee may review their personnel file upon termination.
- (b) An Employee shall have the right to request and receive copies of documents contained in their personnel file.
- 34.03 After three (3) years an adverse report shall be removed from the Employee's file, unless there have been subsequent documented incidents of a similar nature.

ARTICLE 35 – BENEFITS

35.01 Health and Insurance Plans

The Employer agrees to maintain the Health and Insurance Plans and cost sharing arrangements in existence on the date of issuance of the Certification Order by the Saskatchewan Labour Relations Board for the life of this agreement. Further the Employer retains the right to choose the Plan providers and agrees to maintain as a minimum that level of coverage in existence the date of issuance as of that date.

The Employer will cost share up to fifty percent (50%) of an Employee's combined Health and Insurance Plan costs; however, the Employee's cost may not be less than the combined cost of Short Term and Long Term Disability coverage.

35.02 Pension Plans

The Employer agrees to maintain Employee benefit pension plans and cost sharing and contribution arrangements in existence on the date of issuance of the Certification Order by the Saskatchewan Labour Relations Board for the life of this agreement.

- 35.03 The parties agree within the lifetime of this agreement, that an ad hoc committee of two (2) representatives from the Employer and two representatives from the Union shall be struck to explore specific options related to enrollment in 3SHealth Employee Benefits Plans and the Saskatchewan Healthcare Employees Pension Plan.

ARTICLE 36 – NURSING PRACTICE

- 36.01 The Employer shall provide a working environment consistent with nursing standards, practices and procedures and shall have in place nursing policies and procedures which are consistent with the professional associations' standards of practice and legislation that applies to registered nurses.

ARTICLE 37 – REPORTING OF ALLEGED WRONGDOING

- 37.01 An Employee will not be penalized, harassed or disciplined for bringing forward an alleged wrongdoing, to their Employer, directly or through the Union.
- The Employer shall investigate such allegations and provide written record of responses and any remedies they deem necessary and appropriate to the Employee and the Union.

ARTICLE 38 – PRECEPTORSHIP

- 38.01 A preceptor shall mean a registered nurse who educates, supervises, assesses and evaluates a student in a formal clinical practicum.
- 38.02 The parties recognize the importance of the role of the preceptor. Prior to the commencement of a preceptorship, the Employer and Employee will discuss work assignment adjustments, if required.
- 38.03 Employees shall indicate their interest in performing preceptor duties prior to being assigned.

ARTICLE 39 – OCCUPATIONAL HEALTH AND SAFETY

- 39.01 The Employer and the Union endorse the principle of worker occupational health and safety and shall continue to enhance safety measures, in accordance with *The Saskatchewan Employment Act*.
- The Employer shall make reasonable provisions for the health and safety of employee(s), including Employee health and safety education during their hours of employment. The Employer and the Union shall co-operate to the fullest extent possible toward the prevention of accidents and violence, and in reasonable promotion of safety and health.

- 39.02 An Occupational Health and Safety Committee as provided for under Part III of *The Saskatchewan Employment Act*, or as such Act may be amended from time to time, shall be implemented.
- 39.03 An Employee or a group of Employees who have a health or safety concern shall endeavour to resolve that concern by first referring the concern to the immediate supervisor or designate.
- 39.04 Any time lost as a result of immunization required by the Employer, or illness arising from same, shall not result in loss of pay or reduction of the Employee's sick leave credits.
- 39.05 The Employer shall make reasonable provisions for the safety and health of Employees during their hours of employment. It is mutually agreed that both the Employer and the Union shall co-operate to the fullest extent possible toward the prevention of accidents and in reasonable promotion of safety and health.

ARTICLE 40 – SALARY AND INCREMENTS

- 40.01 The salary scale for Employee(s) shall be set out hereinafter in Schedule "A".
- 40.02 Salaries shall be paid biweekly and may be changed by mutual agreement between the Employer and the Union.
- 40.03 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.
- 40.04 Except in emergency situations, Employees will be paid via direct deposit.
- 40.05 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 Schedule "A".
- 40.06 Employee(s) on OTFT status shall be eligible for increments as follows:
- (a) Employee(s) placed at Step 1 in accordance with Article 27.01 (b) shall remain at such rate for two thousand and eighty (2080) regular hours or twelve (12) months whichever is the later and then shall be eligible to move to Step 2 of the salary scale; and thereafter, shall be eligible for increments in accordance with Article 40.06 (b).
 - (b)
 - (1) Employee(s) on Step 2 or higher of the salary scale on completion of one thousand and forty (1040) regular hours or one (1) year whichever occurs later, shall receive one-half (1/2) of the increment to the next Step. On completion of a further one thousand and forty (1040) regular hours (i.e., a total of two thousand and eighty (2080) hours) the Employee shall receive the full Step rate.
 - (2) Thereafter, advancement through further Steps of the scale shall be in accordance with the procedure outlined in (1) above.

ARTICLE 41 – TERM OF AGREEMENT

- 41.01 This Agreement unless changed by mutual consent of both parties hereto, shall be in force and effect thirty (30) days from the date of ratification, up to and including March 31, 2026, and from year to year hereafter unless notification to amend be given

in writing. All monetary increases shall take effect on 0001 hours on the applicable day.

- 41.02 Either party may not less than sixty (60) days nor more than one hundred and twenty (120) days before the expiry date hereof, give notice in writing to the other party to re-negotiate this agreement or revisions thereof.
- 41.03 Notwithstanding the above, this agreement shall be deemed to remain in effect beyond the expiry date stated in the foregoing during such period of negotiations as may be required to conclude a new agreement.

SCHEDULE A – RATES OF PAY

April 1, 2021										
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6
A	37.08	38.84	39.73	40.62	41.58	42.54	43.99	45.43	46.78	48.13
B	40.41	42.31	43.31	44.31	45.35	46.38	47.95	49.51	49.96	50.40
C	44.05	46.12	47.19	48.26	49.40	50.53	52.25	53.96		
NP	50.55	52.61	53.68	54.75	55.90	57.04	58.76	60.47		
Grad.	32.01									

April 1, 2022 (2% increase from April 1, 2021)										
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6
A	37.82	39.62	40.53	41.43	42.41	43.39	44.87	46.34	47.72	49.09
B	41.22	43.16	44.18	45.20	46.26	47.31	48.91	50.50	50.96	51.41
C	44.93	47.04	48.14	49.23	50.39	51.54	53.29	55.04		
NP	51.56	53.66	54.76	55.85	57.02	58.18	59.93	61.68		
Grad.	32.65									

April 1, 2023 (2% increase from April 1, 2022)										
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6
A	38.58	40.41	41.34	42.26	43.26	44.26	45.77	47.27	48.67	50.07
B	42.04	44.02	45.06	46.10	47.18	48.26	49.89	51.51	51.98	52.44
C	45.83	47.98	49.10	50.21	51.39	52.57	54.36	56.14		
NP	52.59	54.73	55.85	56.97	58.16	59.34	61.13	62.91		
Grad.	33.30									

During the term of this collective agreement, increases to Schedule A rates on April 1, 2024 and April 1, 2025 will be adjusted annually in accordance with negotiated increases to the Saskatchewan Association of Health Organizations Inc. and The Saskatchewan Union of Nurses collective agreement.

RETROACTIVITY

All Employees on staff as of the date of ratification of the Collective Agreement shall be eligible for retroactive wage adjustments to April 1, 2022, based on all paid hours with the Employer.

THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 6th DAY OF MAY, 2022.

SIGNED ON BEHALF OF SAMARITAN PLACE CORP., OPERATING AS THE HOSPICE AT GLENGARDA AND THE SASKATCHEWAN UNION OF NURSES ON BEHALF OF ITS MEMBERS.

DATED THIS 6th DAY OF MAY, 2022.

Signed on behalf of:

Samaritan Place Corp., operating as
The Hospice at Glengarda
Negotiations Committee




Rae Sveinbjornson



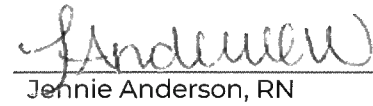
Jennifer Dunne

Signed on behalf of:

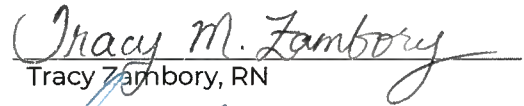
Saskatchewan Union of Nurses
Negotiations Committee



Chibeze Philomena Ojukwu, RN



Jennie Anderson, RN



Tracy Zambory, RN



Darren Kurney



Donna Trainor, RN

Accessing Sick Leave Credits, 18
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4-WEEK AVERAGING CALENDARS

2022																											
January							February							March													
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa							
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30	31																										
April							May							June													
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July							August							September													
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31																											
October							November							December													
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30	31																										

4 Week Counting Periods: 11.73 hour shifts: (160 hours per 4 weeks)

2023

January						
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June						
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November						
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4 Week Counting Periods: 11.73 hour shifts: (160 hours per 4 weeks)

2024

January						
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February						
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March						
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April						
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May						
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June						
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November						
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December						
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4 Week Counting Periods: 11.73 hour shifts: (160 hours per 4 weeks)

2025

January						
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February						
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March						
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April						
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May						
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June						
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July						
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August						
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September						
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October						
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November						
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December						
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4 Week Counting Periods: 11.73 hour shifts: (160 hours per 4 weeks)

2026

January						
Su	M	T	W	Th	F	Sa
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February						
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March						
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April						
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May						
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June						
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July						
Su	M	T	W	Th	F	Sa
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August						
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September						
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October						
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November						
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December						
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20	21	22	23	24	25	26
27	28	29	30	31		

4 Week Counting Periods: 11.73 hour shifts: (160 hours per 4 weeks)

