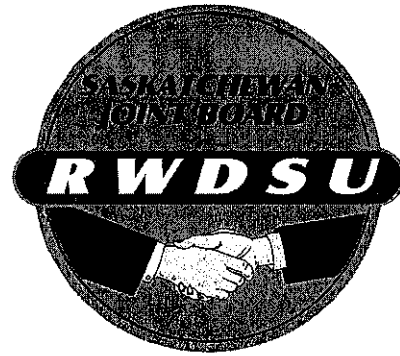




Saskatchewan Association  
of Health Organizations Inc.



# COLLECTIVE AGREEMENT

BETWEEN

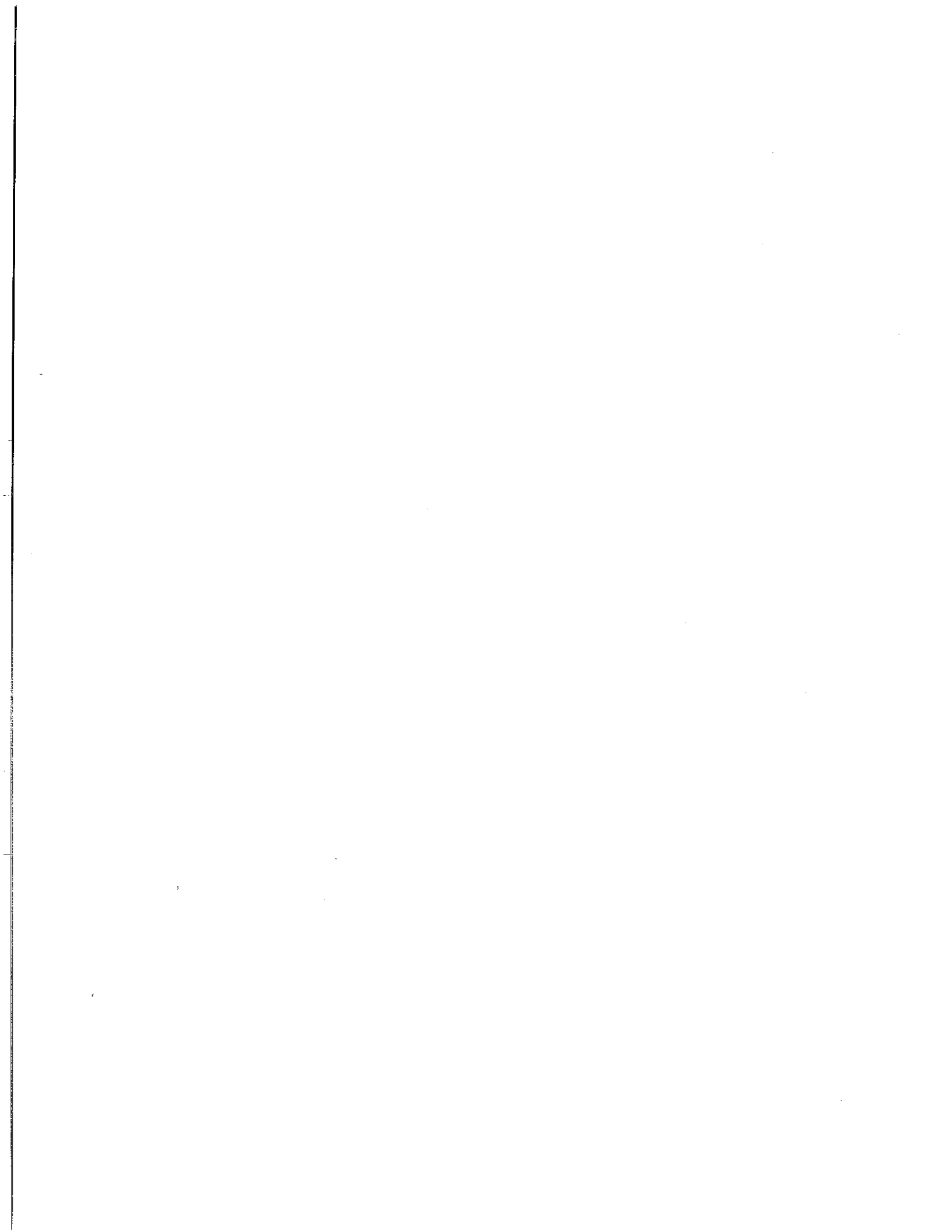
**SASKATCHEWAN ASSOCIATION OF  
HEALTH ORGANIZATIONS INC.**

Representing the Regina Qu'Appelle  
Health Region

AND

**RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION,  
LOCAL 568**

For the Period of:  
April 1, 2012 to March 31, 2016



THIS AGREEMENT made and entered into this 17<sup>th</sup> day of July, 2014

BETWEEN:

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS INC.** representing the Regina Qu' Appelle Health Region, hereinafter referred to as the "Employer" OF THE FIRST PART

AND:

RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 568, hereinafter referred to as the "Union" OF THE SECOND PART

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## **ARTICLE 1 - PURPOSE**

In consideration of the mutual value of joint discussions and negotiations on all matters pertaining to the Employer - employee relations, the parties agree that the purpose of this Agreement shall be to set forth terms and conditions of employment relating to the rates of pay, hours of work, and other working conditions affecting the employees covered by this Agreement; and to promote harmonious relations and provide for means of settling disputes and grievances of the employees; and to cooperate in promoting efficient operations of the Employer's business.

## **ARTICLE 2 - DEFINITIONS**

### **2.01 Full-time Employee**

A full-time employee is an employee who is appointed to a posted position and is regularly scheduled to work the normal full-time hours as defined in Article 14.01- Hours of Work.

### **2.02 Part-time Employee**

A part-time employee is an employee who is appointed to a posted position and is regularly scheduled to work less than the normal full-time hours as defined in Article 14.01 - Hours of Work.

### **2.03 Relief Employee**

A relief employee is an employee who replaces a full or part-time employee or works during periods of temporary excess workload. A relief employee works on a call-in basis and may be scheduled to work in advance.

### **2.04 Probation Period**

The probation period for all newly hired employees shall be a period of four hundred (400) hours worked. At the request of the Employer and by mutual agreement, an extension may be granted for up to a further four hundred (400) hours worked.

### **2.05 Trial Period**

Employees who are reclassified or promoted shall be considered to be serving a trial period for four hundred (400) hours worked following the date of commencement. During the trial period employees shall receive applicable orientation/on-the-job training. At any time during the trial period the employee may be returned to the former position if not considered capable, or may request to be returned to the position formerly held without loss of seniority and former rate of pay notwithstanding regular increments. At the request of the Employer and by mutual agreement an extension may be granted for up to a further four hundred (400) hours worked.



## **2.06 Benefit Entitlement**

Employees who work less than the normal full-time hours of work will be covered by and entitled to the benefits of the Agreement on a pro-rata basis, in accordance with the terms of the benefit plans.

## **ARTICLE 3 - SCOPE**

This Agreement shall cover all employees employed by Regina Qu' Appelle Health Region at its Laundry Services Department in Regina, Saskatchewan except the Manager of Laundry Services, Production Coordinator and the Confidential Secretary to the Manager of Laundry Services.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

The Union agrees that the Employer shall retain all of the normal rights and functions of management save and except only such functions as are specifically modified or altered by the provisions of this Agreement. Without limiting the generality of the foregoing, such management rights shall include the right to:

- a) Maintain order, discipline and efficiency, and to establish and enforce reasonable rules and regulations in a manner consistent with the terms of this Agreement governing the conduct of the employees;
- b) Plan, direct, and control the Laundry Services Department operations, schedule and determine the work to be done, establish or abolish positions, increase or decrease the working force;
- c) Hire, select, promote or transfer employees, demote, suspend, discharge, or otherwise discipline employees;
- d) Generally to operate Laundry Services Department in the manner consistent with the obligations of the Employer.

The Employer agrees these rights will not be exercised in an unfair or unreasonable manner and will be exercised in accordance with the provisions of this Agreement.

## **ARTICLE 5 - UNION RECOGNITION. SECURITY & CHECK -OFF**

### **5.01 Recognition**

The Employer recognizes the Union as the exclusive bargaining agency for employees covered by this Agreement with respect to wages, hours, and all other conditions of employment.

### **5.02 Membership**

Every employee who is now, or hereafter becomes, a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment,

provided that any employee in the appropriate bargaining unit who is not required to maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

### **5.03 Union Dues**

Upon written request of any employee covered by this Agreement and upon the written request of the Union, the Employer shall deduct the union dues and initiation fees out of the wages due to each employee and shall remit the same to the person designated by the Union each month. The Employer shall furnish the Union, each month, with a written list of:

- a) The names of the employees from whom the deductions have been made.
- b) The names of the employees whose employment has been terminated or laid off.
- c) The names of all the employees who have been hired.
- d) Names and addresses of all new employees hired and any change of home addresses of all other employees who are members of the Union, provided the Employer has been provided with the same.

### **5.04 No Other Agreements**

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

### **5.05 Meeting Place**

The Employer agrees that it will allocate a meeting place in which the Union may conduct business of the Local. It is understood that:

- a) The designated area is not for the continuous or exclusive use of the Union.
- b) The Union may install and maintain (at its expense) in the designated area, a filing cabinet and telephone.

### **5.06 Work of the Bargaining Unit**

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

## **ARTICLE 6 - NO DISCRIMINATION**

### **6.01 No Discrimination**

The Employer and the Union agree no employee shall be discriminated against in any matter because of Union activity or because of age, race, colour, creed, sex, or family status, sexual orientation, political or religious affiliation, physical appearance, nationality, ancestry or place of origin

## **6.02 No Harassment**

The Employer recognizes its obligation to provide a workplace free of harassment and agrees to work with the Union in promoting and educating employees and the patrons of the Employer to:

- a) Prevent harassment;
- b) Promote a safe, abuse-free working environment;
- c) Uphold the philosophy of zero tolerance of harassment.

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

## **ARTICLE 7 - SENIORITY**

### **7.01 Definition**

Seniority is defined as the length of employee's service with the Employer. A new employee shall be designated as a probationary employee during which time he/she may be laid off or dismissed without reference to seniority.

### **7.02 Accrual of Seniority**

Seniority shall be maintained and continue to accrue during:

- a) Periods of sick leave;
- b) Workers' Compensation leave;
- c) Leave of absence without pay up to and including thirty (30) days;
- d) Parental leave (maternity/paternity/adoption);
- e) Union leave;
- f) Education leave;
- g) Consecutive time off while receiving benefits under the Disability Income Plan for a maximum of two (2) years and one hundred and nineteen (119) calendar days.

### **7.03 Maintenance of Seniority**

Seniority shall be maintained but shall not accrue during:

- a) Periods of lay off not exceeding three (3) years;
- b) Any period of time after a relief employee does not work in any one month period up to the date such employee reports for work;
- c) Leaves of absence without pay after thirty (30) days except as defined in Article 7.02.

### **7.04 Loss of Seniority**

An employee shall lose all entitled seniority and shall be deemed to have terminated employment when the employee:

- a) Voluntarily leaves the service within the bargaining unit;

- b) Is dismissed for cause and not reinstated;
- c) Fails to report back to work when recalled after lay-off or is laid-off for more than three (3) years;
- d) Is a relief employee who has been removed from all replacement assignment lists for failure to work in accordance with their relief availability form without good and sufficient reason.

#### **7.05 Seniority List**

The Employer shall publish a seniority list semi-annually (March 1 and September 1) to include name, classification, status and seniority of employees. The seniority list shall be posted in a conspicuous place accessible to employees and a copy forwarded to the Union. Disputes or corrections shall be forwarded to management within (30) days of the posting and a corrected seniority list will be posted. Employees on an approved leave of absence for the duration of the thirty (30) days upon return from the leave of absence may dispute any seniority list(s) posted during the approved leave of absence within fourteen (14) calendar days.

### **ARTICLE 8 - LAYOFF AND RECALL**

#### **8.01 Notice of Layoff**

Notice of layoff shall be in accordance with the *Labour Standards Act* provided, however, that the minimum amount of notice shall be two (2) weeks.

#### **8.02 The Role of Seniority in Layoff and Recall**

In the event of layoff, bumping or recall of laid off employees, seniority shall prevail provided the senior employee possesses the necessary qualification or equivalent experience and sufficient ability to perform the duties of the job.

Employees shall be entitled to exercise anyone (1) of the following options:

- a) To exercise bumping rights on the basis of seniority. The right to bump shall include the right to bump into a higher paid classification.
- b) To go on layoff and be entitled to exercise recall rights.
- c) To go on layoff and be placed on the relief list, in order of seniority, to be available on a call-in basis.

#### **8.03 Recall**

When the Employer recalls an employee who has been laid-off, the employee will be notified. The employee concerned must, within five (5) working days of the notification, advise the Employer stating acceptance or refusal of the employment offered. Employees will keep the Employer informed of their current address and phone number.

#### **8.04 Trial Period**

Employees who either bump into or are recalled to a higher paid classification shall serve a trial period in accordance with Article 2.05. Employees who are not considered capable or choose to

relinquish their position will be returned to layoff without further recourse to the bumping procedures.

## **ARTICLE 9 - PROMOTION, VACANCIES AND NEW CLASSIFICATIONS**

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

- a) Initiating the review of a new job.
  - i. When the Employer (Laundry Management and Human Resources Department) creates a new job, a "draft" job description will be written with the applicable duties and qualifications proposed for the job.
  - ii. Human Resources Department will determine an interim rate of pay and post accordingly, with rate of pay subject to review by the JJEMC.
  - iii. Within ten (10) working days, the Human Resources Department will forward a completed Job Review Request Form and "draft" Job Description to the JJEMC Facilitator who will immediately distribute copies to JJEMC committee members and the RWDSU.
  - iv. Once the incumbent(s) has been in the job for six (6) months, the Facilitator will forward a copy of the Job Evaluation Questionnaire and Job Description to the incumbent(s).
  - v. The incumbent(s) will forward the completed Job Evaluation Questionnaire to Laundry Management for completion of Management's portion. Management then submits the Job Evaluation Questionnaire to the Facilitator.
  - vi. The Facilitator, will within ten (10) working days, forward copies to the JJEMC members and establish a meeting date to evaluate the new job.
  - vii. Any increases to the wage rates shall be retroactive to the date of appointment.
  - viii. Also see the attached flow chart titled "Maintenance Procedure New Job".
  
- b) Initiating the review of a changed job (reclassification).
  - i. If an employee believes that their job duties and/or qualifications have changed, they may initiate and complete a Job Review Request Form. The foregoing will be submitted to the Facilitator.
  - ii. If Management makes changes to the job duties and/or qualifications, they shall draft a revised Job Description and initiate and complete a Job Review Form. The foregoing will be submitted to the Facilitator.
  - iii. Within ten (10) working days, the Facilitator will forward a completed Job Review Form and/or the draft revised Job Description to the JJEMC Members and the RWDSU.
  - iv. The JJEMC will proceed with the submission as follows:
    - Determine whether the request warrants a full evaluation or if the changes are within current Job Description and Rating and Rationale documents and advise the applicant accordingly.
    - For submissions warranting a full evaluation, the Facilitator will

forward a copy of the Job Evaluation Questionnaire and Job Description to the incumbent(s).

- The incumbent(s) will forward the completed Job Evaluation Questionnaire to Laundry Management for completion of Management's portion. Management then submits the Job Evaluation Questionnaire to the Facilitator.
  - The Facilitator, will within ten (10) working days, forward copies to the JJEMC members and establish a meeting date to evaluate the revised job.
  - Any increases to the wage rates shall be retroactive to the date the Facilitator receives the Job Review Form.
  - Also, see the attached flow chart titled "Maintenance Procedure Changed Job".
- v. Through the Facilitator, the JJEMC will advise the incumbent(s) RWDSU and the Employer of the outcome.

### **9.02 Posting of Vacancies and New Positions**

Notices of permanent vacancies to be filled, temporary vacancies of four (4) months or more, new positions and all replacement assignment vacancies within the scope of this Agreement shall be posted on bulletin boards, and employees shall be allowed seven (7) calendar days from the date of the posting in which to make written application. A copy of the notice shall be forwarded to the Union.

### **9.03 Filling of Vacancies and New Positions**

- a) Vacancies, new positions and replacement assignment positions shall be filled on the basis of seniority, provided the senior employee possesses the necessary qualifications or equivalent experience and sufficient ability to perform the duties of the job.
- b) While reviewing/reassessing a vacancy, or when it is determined that a vacancy will not be filled, the Union shall be notified. Such review/reassessment shall occur within two (2) calendar months following the notification.
- c) In the event the Employer determines a vacancy will not be filled, the Union shall be notified.

### **9.04 Salary Rate Upon Promotion**

An employee promoted or required to fill a position within the scope of this Agreement paying a higher rate of pay shall receive the wage rate applicable to the position at the same increment level that he/she is at in his/her regular classification retroactive to the date he/she assumed the duties of the new position.

Following promotion, the employee shall be paid the regular increases until the top of the range is reached.

Where a relief assignment in a higher classification occurs, the employee shall receive the rate of pay for the higher classification, for instances of sick time, vacation pay, statutory holiday pay and compassionate leave while assigned in the higher classification.

### **9.05 Temporary Assignment in Out of Scope Position**

An employee assigned to temporarily fill a position outside the scope of this Agreement shall receive fifty (50) cents per hour or such higher amount as may be determined by the Employer, above the employee's regular wage rate.

### **9.06 Replacement Assignment by Seniority**

- a) When temporary work of four (4) months or less is to be assigned, it will be assigned to the senior employee on the replacement assignment list for that classification who is eligible to work the complete regular shift without the payment of overtime. If more than one assignment is open, the senior employee shall be assigned to their preferred work subject to having sufficiently trained employees for the required positions. Where the senior employee can't be assigned to his/her preferred work, the senior employee shall be paid the higher rate.
- b) The Employer and the Union shall agree on the number of replacement assignment positions per classification including the number of positions designated exclusively for overtime assignments in each classification.
- c) Employees who are on the replacement assignment list will be required to work the replacement assignment at regular time and may be eligible for overtime as provided in Article 15.05.
- d) Employees employed as of February 25, 2002 shall be entitled to remain on the replacement assignment list for overtime assignments only, over and above the agreed to complement as defined in 9.06 (b).
- e) Employees who are on replacement assignment lists for overtime only may be on replacement assignment lists for lower, the same and/or higher paying classifications.
- f) The Employer shall commit to provide training to employees on the replacement assignment list based on seniority to ensure the agreed to complement of replacement assignment employees is maintained.

### **9.07 Relief Availability**

- a) Relief employees shall be required to identify their availability for relief work on the "relief availability" form, Appendix "B". Relief work will be assigned based on seniority and the information provided on the relief availability form.
- b) Failure of an employee to work relief in accordance with his/her availability form and who has not provided good and sufficient reason may be required to meet with the Employer to discuss possible removal from all replacement assignment and/or relief lists. During the meeting, employees are entitled to Union representation if the employee so chooses.
- c) All calls to relief employees will be documented by the Employer. Calls to employees to fill same day relief shifts will require an immediate personal response by the employee. If there is no immediate personal response, the shift shall be offered to the next senior employee on the replacement assignment list.
- d) Employees who have changes to their availability will have opportunity to submit a revised relief availability form on a semi-annual basis: April 1<sup>st</sup> and October 1<sup>st</sup> of each year, however, a relief employee must be available for a minimum of two out of three weekends and fifty percent of full-time hours. The onus is on the employee to identify changes to his/her availability at these times.

### **9.08 Performing Duties of Lower Paid Classification**

Employees required to temporarily fill a position within the scope of this Agreement paying a lower rate shall not have their rate reduced.

### **9.09 Maximizing Full-Time Employment**

It is the intent of the Employer to employ as many full time Employees as is reasonably possible.

## **ARTICLE 10 - DISCIPLINE AND DISCHARGE**

The Employer shall advise the employee of his/her right to Union representation prior to the imposition of discipline. A Shop Steward or Union Representative shall be present if the employee so desires when the Employer is imposing discipline/discharge. The Union shall receive a copy of all discipline/discharge notices immediately upon filing. The employee and the Shop Steward or Union Representative, if present, shall be given reasons for discipline/discharge. Documentation of disciplinary action shall be removed from the Employee's file provided there has been no further discipline of a similar nature rendered within two (2) years of the initial discipline.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **11.01 Union Representation**

For the purpose of discussing grievances with the Employer, it is agreed that the Union may have a representative of the Union and the Employer may have the assistance of such counsel as it deems necessary at any step of the grievance procedure.

### **11.02 Permission to Leave Work**

Employees, through the Shop Steward, shall have the right to discuss or to present any grievance to the Employer after first notifying the Manager/Designate and provided the absence does not interfere with regular operations. Neither the employee nor the Shop Steward shall suffer loss of pay as a result of time spent negotiating grievances and disputes to a maximum of two (2) Shop Stewards in addition to the grievor(s).

### **11.03 Notification of Stewards**

The Union shall provide the Employer with the names of Shop Stewards and elected officers.

### **11.04 Step 1 Informal Discussion**

It is understood that before a grievance is filed at Step 2, the Shop Steward shall attempt to resolve the dispute through discussion with the immediate out-of-scope Manager or designate. The discussion shall take place within fourteen (14) calendar days of discovery of cause for complaint. The out-of-scope Manager shall reply verbally to the Shop Steward within seven (7) calendar days.



### **11.05 Step 2 Grievance to Employer Designate**

Failing resolution of the difference through informal discussions, the Union may, within fourteen (14) calendar days of the response, submit a written and signed grievance to the Employer designate. A meeting shall be convened with the Union within fourteen (14) calendar days. The Employer designate shall render a written decision within fourteen (14) calendar days of the meeting.

### **11.06 Time Limits**

The time limits, as set out above, may be extended by mutual agreement in writing. Failure on the part of the Employer to reply within the prescribed time limits shall give the Union the right to proceed to the next step. Failure on the part of the Union to proceed to the next step within the prescribed time limits will result in the grievance being deemed to be settled.

### **11.07 Grievance Involving Rates of Pay**

When a grievance affecting the rate of pay of an employee is settled satisfactorily and wages of the employee are increased, any such increase shall be made retroactive to the date the employee was entitled to the increase or date agreed upon.

## **ARTICLE 12 - ARBITRATION PROCEDURE**

### **12.01 Referral to Arbitration**

Failing satisfactory settlement of the grievance at the Step 2, either the Union or the Employer may, within twenty-one (21) calendar days, refer the matter to arbitration, provided that if it is not so referred, the grievance shall be deemed to be settled.

### **12.02 Board of Arbitration**

The Board of Arbitration shall be composed of one Employer nominee, one Union nominee, and a Chairperson as agreed to by the parties. Each party will appoint their nominee within ten (10) days of the referral to Arbitration. If, within ten (10) days after the appointment of the nominees, agreement cannot be reached in respect of the appointment of the Chairperson of the Board of Arbitration, the Chairperson of the Labour Relations Board will be asked to appoint a Chairperson. Such Arbitration Board will be governed by the *Trade Union Act*. The majority decision of the Board shall be final and binding on both parties.

It is agreed that each party shall pay the expenses of its nominee and shall share equally the expenses of the Chairperson of the Arbitration Board. Upon mutual agreement of the Union and Employer, grievances may be submitted to a single Arbitrator.

### **12.03 Dispute Resolution Options**

Upon mutual agreement of the Union and Employer, grievances may be submitted either to expedited arbitration or mediation.

## **ARTICLE 13- LEAVE OF ABSENCE**

### **13.01 General Leave of Absence**

Leave of absence without pay may be granted to any employee for good and sufficient reason at the discretion of the Employer. The employee shall make written application to the Employer. Approval shall not be unreasonably withheld.

When leave of absence is approved under this provision, no sick leave, annual vacation credits or statutory holiday pay will be accumulated, save and except for the first thirty (30) days.

### **13.02 Union Leave**

Upon written request, employees, not to exceed one (1) from each department or a maximum of three (3), who are elected to do business for the Union, shall be granted necessary leave without pay to attend to Union business provided such leave of absence does not interfere with the efficient operation of the Employer.

The Employer shall grant employees working the evening shift time off, without pay, to attend regular monthly Union meetings. Such time without pay shall not exceed one (1) hour in duration. It is further agreed this time off shall not reduce production schedules. The Union agrees to notify the Employer of the meeting date as far in advance as possible, however, such notice shall not be less than twenty-four (24) hours in advance of any such meetings.

When leave of absence is approved under this provision, no sick leave, annual vacation credits or statutory holiday pay will be accumulated, save and except for the first thirty (30) days of absence.

### **13.03 Bereavement Leave**

- a) On application to the Employer, on the death of an immediate family member, an employee shall be granted bereavement leave with pay for four (4) consecutive days, between the date of death and two (2) days after the funeral. Immediate family members for the purpose of this clause shall include:
  - spouse (including common-law and same sex partner)
  - children (including step-children)
  - parents
  - father-in-law, mother-in-law
  - sister, brother
  - grandchild
  - fiancé, former guardian, step-parents, step-brother and step-sister.
- b) On the death of a grandparent, sister-in-law or brother-in-law, niece or nephew, an employee shall be granted leave with pay for two (2) consecutive days (between the date of death and two (2) days after the funeral).
- c) Where an employee is required to travel over five hundred (500) kilometers or more one way to attend the funeral, the employee shall receive a maximum of two (2) additional days leave without loss of pay and benefits based on their scheduled shifts. Such leave shall be continuous with the leave as defined in the preamble above.
- d) Upon request, vacation, lieu time or unpaid leave of absence may be granted for the

purpose of attending a religious or traditional ceremony or event related to the death within a period of thirteen (13) months from the date of death.

#### **13.04 Parental Leave (Maternity, Paternity, Adoption)**

Upon written request, at least one (1) month in advance of the requested start date, an employee shall be granted leave without pay, provided that:

- a) The employee provides the Employer with notice of the possibility of adoption upon determination of eligibility.
- b) The employee presents a medical certificate confirming the pregnancy and showing the probable date of delivery.
- c) Leave of absence for parental leave may be requested for a maximum of eighteen (18) months except in extenuating circumstances where, in the opinion of a medical practitioner, the leave should further be extended.
- d) Such leave will be granted with assurances that the employee will resume employment in the same position at the same range of pay occupied prior to the granting of such leave.
- e) Notice of intention to return to work or request for change of length of the leave of absence must be forwarded to the Employer fourteen (14) days prior to the date of return. The Employer is not required to allow an employee to resume employment until after the expiration of the fourteen (14) days notice.
- f) Where, in the opinion of a medical practitioner, an employee is unable to carry out her regular duties, the Employer shall make every reasonable effort to accommodate the pregnant employee including, but not limited to, adjusting job descriptions, assigning lighter duties and workstation adjustments.
- g) An employee on parental leave will not receive designated holiday pay for the entire period but for the first thirty-two (32) weeks, shall accrue sick leave and vacation credits.

#### **13.05 Birth of Child**

Insofar as the regular operation of the Employer will permit, an employee whose spouse has just given birth shall be entitled to use earned time off, vacation credits, unpaid leave of absence or a combination thereof, for up to five (5) consecutive working days.

#### **13.06 Education Leave**

Insofar as regular operations will permit, education leave without pay may be granted for up to twenty-four (24) months upon written request from the employee. Proof of registration and acceptance into an educational course may be required prior to the Employer granting such leave.

When leave of absence is approved under this provision, no sick leave or annual vacation credits or designated holiday pay will be accumulated save and except for the first thirty (30) days. Notice of intention to return to work or request for change of length of the leave of absence must be forwarded to the Employer fourteen (14) days prior to the date of return. The Employer is not required to allow an employee to resume employment until after the expiration of the fourteen (14) days notice.

### **13.07 Jury Duty**

Where an employee has been scheduled for work and is subpoenaed for jury duty, sentencing circle or as a court witness, such employee shall not suffer loss of wages while serving. The amount paid by the Employer shall be the difference between the employee's normal wage and the indemnity paid by the court.

### **13.08 Emergency Blood Donation**

In the case of an emergency when an employee is contacted by the Canadian Blood Service and requested to give blood, such employee shall not suffer any loss of wages for time spent while giving blood.

### **13.09 Family Illness Leave**

- a) The purpose of family illness leave is for the employee to access time away from work, without loss of pay, in circumstances where a family member as defined in Article 13.03 is ill and the employee has a reasonable expectation for duty of care. Leave will be granted where the employee has made reasonable efforts to use other available solutions and the family illness is:
  - Unforeseen, or
  - Unpredictable, or
  - Beyond the control of the employee.
- b) Such time off shall not exceed forty-five (45) working hours per fiscal year.
- c) On request, the onus is on the employee to show proof of family illness.
- d) This benefit is not cumulative from year to year.

Employees may also request vacation time, earned time, or unpaid leave of absence as may be required for these purposes.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01 Normal Hours of Work**

- a) Full-Time Hours  
Normal hours of work for full-time employees shall be seventy-five (75) hours in the designated two week period which will be comprised of nine (9) shifts of seven and three quarter (7<sup>3</sup>/<sub>4</sub>) hours and one (1) shift of five and one-quarter (5 <sup>1</sup>/<sub>4</sub>) hours on the last day of the bi-weekly period exclusive of an unpaid meal break.
- b) Part-Time/Relief  
Normal hours of work for part-time/relief employees shall be a maximum of seventy-five (75) hours in the designated two week period comprised of shifts not exceeding seven and three-quarter (7 <sup>3</sup>/<sub>4</sub>) hours per day, exclusive of an unpaid meal break.

**Effective April 1, 2012 - 112 Hours per 3 week Period**

c) Full-Time Employees

Normal hours of work for full-time Employees shall be one hundred and twelve (112) hours in a designated three (3) week period divided into shifts of eight (8) consecutive hours (exclusive of an unpaid meal period).

Employees shall be entitled to an earned day off in each designated three (3) week period. This day off shall be consecutive with scheduled days off and scheduled in accordance with the schedules established by Article 14.07.

d) Part-Time/Relief Employees

Normal hours of work for part-time/relief Employees shall be a maximum of one hundred and twelve (112) hours in a designated three (3) week period comprised of shifts not exceeding eight (8) consecutive hours per day (exclusive of an unpaid meal period).

Part-time/Relief Employees shall be entitled to an earned day off in each designated three (3) week period. This day off shall be consecutive with a scheduled day off and scheduled in accordance with the schedules established by Article 14.07.

**14.02 Two Week Period Defined**

The two (2) week period shall mean that period designated by the Employer between midnight on Saturday and midnight on the following second Saturday.

**Effective April 1, 2012**

**14.02 Three Week Period Defined**

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

**14.03 Meal Break**

Unpaid meal breaks shall be one-half (1/2) hour per day, unless otherwise agreed between the Employer and the Union.

**14.04 Rest Period**

Employees shall receive a paid rest period of fifteen (15) minutes during each shift of four (4) hours.

**14.05 Staff Meetings**

The Employer will make every attempt to schedule staff meetings at such times when the majority of employees are scheduled to work. Employees not scheduled to work, who are required to attend staff meetings called by the Employer, shall be paid straight time at the appropriate rate of pay for the actual meeting time or the employee may request time off in lieu.

#### **14.06 Unforeseen Emergency**

Any employee who reports for work but who, for reason of some breakdown in the plant or for weather conditions, is dismissed for the day shall receive not less than three (3) hours pay at the appropriate rate of pay.

#### **14.07 Work Schedules**

##### **a) Master Schedules**

- i) The Employer and the Union shall establish master work schedules for regularly scheduled employees.
- ii) Should the hours of operation of the plant change such that the hours of work of existing employees covered by this Collective Agreement may change, the Employer, in consultation with the Union, shall establish revised/new master schedules to address operational needs.

The implementation of any schedule change shall be governed by the following principles:

- Shift preference by seniority.
- Temporary transfers of senior employees to other shifts or shift rotations for the purposes of training junior employees shall not exceed four (4) weeks in duration.
- Existing employees shall not be required to work rotating shifts unless mutually agreed between the Union and the Employer.

##### **b) Posted and Confirmed Work Schedules**

- i) Provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to the Employees.
- ii) Work schedule(s) shall be confirmed no less than fourteen (14) calendar days in advance.

##### **c) Agreed Deviation from a Posted and Confirmed Work Schedule**

Deviation from a posted and confirmed work schedule shall only be by mutual agreement between the Employer and Employee(s) affected. When there is mutual agreement, the changes shall not be subject to overtime rates unless required by another provision of this Collective Agreement or Employment Standards legislation.

##### **d) Consecutive Days of Work**

Employees shall not work more than five (5) days straight except in cases of overtime shifts.

#### **Effective April 1, 2012**

New employees or existing employees that agree, may be scheduled to work no more than six (6) days straight.

#### **14.08 Days Off**

Full-time employees shall receive two (2) consecutive days off in seven (7) unless mutually agreed between the Union and the Employer.

Part-time/relief employees shall receive four (4) consecutive days rest in the designated two (2) week period.

#### **Effective April 1, 2012**

Full-time employees shall receive two (2) consecutive days off in seven (7) unless mutually agreed between the Union and the Employer.

Part-time/relief employees shall receive seven (7) days off in the designated three (3) week period, two (2) of the days shall be consecutive. However, this will not preclude Employees from accepting an offer of work on unscheduled days.

New full-time employees or existing full-time employees that agree to work a work cycle that involves working six (6) days straight shall be scheduled consecutive days off of two (2) or three (3) consecutive days.

#### **14.09 No Reduction of Hours**

No full-time or part-time employee will have his/her regularly scheduled hours reduced by the employment of a relief employee.

#### **14.10 Shift Premium**

In addition to regular rates of pay, a shift premium in the amount of **two dollars and forty-three cents (\$2.43)** per hour shall be paid for hours worked between the hours of 5:00 PM and 5:00AM; **effective October 1, 2014, this amount is increased to two dollars and seventy-five cents (\$2.75) per hour.** Shift premium shall not apply to overtime hours worked.

#### **14.11 Weekend Premium**

A weekend premium of one dollar and eighty cents (\$1.80) per hour in addition to any other shift differential shall be paid for each hour worked by an employee on the shift falling between midnight Friday and midnight Sunday; **effective April 1, 2015, this amount is increased to two dollars and twenty-five cents (\$2.25) per hour.** When an employee is receiving overtime pay weekend premiums will not apply.

#### **14.12 Standby Payments**

A standby assignment shall mean a period during which the employee is not on regular duty, and must be available to respond to return to duty. The duration of standby will not be less than eight (8) hours. No employee will be required to be on standby in excess of one hundred and eighty-three (183) calendar days in one (1) calendar year against their wishes.

A standby payment for standby assignment shall be paid to employee(s) so assigned on the following basis:

- **Three dollars and fifteen cents (\$3.15)** per hour on a regular working day(s);

- **Four dollars and twenty-five cents (\$4.25)** per hour on days off and Designated Holidays.

## **ARTICLE 15 - OVERTIME**

### **15.01 Definition**

All hours worked in excess of the normal hours of work as outlined in Article 14.01, in the twenty-four (24) hour period commencing from the shift start time, shall be considered overtime hours.

Overtime shall be performed only after authorization by the Employer.

### **15.02 Overtime Rates**

#### a) Overtime on a Regular Day

Overtime shall be paid at the rate of time and one-half the regular rate of pay for the first four (4) consecutive hours on a regularly scheduled work day, after which overtime shall be paid at double the rate of pay for all hours worked in excess of four (4) consecutive hours that day.

An employee who is not advised prior to leaving work and is called back to work not continuous with the regular working hours, either before or after, shall receive not less than two (2) hours of work or two (2) hours of pay at overtime rates.

#### b) Overtime on Scheduled Day Off and Earned Days Off

Employees who work overtime on their days off shall be paid at the rate of double time for all overtime hours worked on such day.

### **15.03 Rest Periods Prior to Commencement of Overtime**

When overtime of more than two (2) hours is scheduled to be worked consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period before commencing overtime. Notwithstanding, an employee who has agreed to work overtime and so requests, shall be allowed a lunch period not to exceed one (1) hour without pay before commencing overtime.

### **15.04 Overtime Against Wishes**

Overtime shall be performed only after authorization by the Employer. No employee shall be required to work overtime against his/her wishes when other employees who have been previously trained and orientated to the position are available to perform the required work. Where the Employer requires employees to work overtime against their wishes, such requirement will be made in reverse order of seniority. Mandatory overtime can only be enforced with three (3) hours notice.

### **15.05 Assignment of Overtime**

Where the Employer determines that overtime is required:

- a) Senior employees within each classification, including employees who are on the



replacement assignment list for that classification, shall be given the first opportunity to work overtime in the classification;

- b) If there are not enough employees from a) above who agree to work overtime, the Employer shall offer overtime plant wide to all employees, in order of seniority, that have been previously trained and orientated to the position.

Notwithstanding the above, when an overtime assignment of less than two (2) hours is required continuous with a shift and the employee in that classification as defined in a) above has completed his/her shift and left the Employer's premises, the senior employee from the replacement assignment list at work will receive the assignment.

Employees on approved leave shall not be called to perform overtime work for the period of the approved leave including:

- WCB
- Sick Leave
- Approved Leave of Absence
- Vacation

#### **15.06 Time Off in Lieu of Overtime Worked**

At the request of the employee, time off, calculated at the appropriate overtime rates in lieu of overtime pay or designated holiday pay may be banked to a maximum of eighty (80) hours. This shall be taken at the rate of pay applicable to the classification in which it was earned, at a time mutually acceptable between the employee and the Employer and must be recorded on time sheets or work records accessible to employees.

- a) Such time off must be assigned through the Manager/Designate.
- b) A minimum of forty-eight (48) hours notice will be required to arrange time off.
- c) Employees may be allowed to take time off in conjunction with annual vacation provided it does not adversely affect another employee's right to take annual vacation.
- d) An employee's entire time in lieu bank shall be paid out in the employee's home job, at the employee's request, once per fiscal year. Any remaining portion of the time in lieu bank shall be paid out in the employee's home job by March 31<sup>st</sup> of each year.

### **ARTICLE 16 - WAGES**

#### **16.01 Wage Rates**

The wage rates and job classifications for this Agreement shall be in accordance with Appendix "A".

#### **16.02 Earnings Slip**

A completely itemized computation of an employee's pay shall be shown on his/her earning slip.

#### **16.03 No New Method of Paying Employees**

The Employer will not institute a new method of paying employees without prior discussion with the Union.

## **ARTICLE 17 - VACATION**

### **17.01 Vacation Year**

Vacation year means the twelve (12) month period commencing on the 1<sup>st</sup> day of May in each calendar year, concluding on the 30<sup>th</sup> day of April of the following calendar year.

### **17.02 Rate of Vacation Pay**

Vacation pay will be calculated at the rate of pay in effect at the time the vacation is taken.

### **17.03 Vacation Pay in Advance**

Upon request, to be submitted to the Employer at least ten (10) days in advance, vacation pay will be provided prior to the commencement of the employee's vacation.

### **17.04 Posting of Annual Vacation Credits**

Projected annual vacation credits for all employees shall be posted by March 1<sup>st</sup> of each year. Employees shall have requests for vacation submitted by April 15<sup>th</sup>. In cases of conflict, senior employees shall be given priority over junior employees. However, employees who do not request annual vacation before April 15<sup>th</sup> shall forfeit their right to use seniority. After this date vacation requests shall be considered on a first come basis. Except in extenuating circumstances, a minimum of seven (7) days notice must be provided to the Manager/Designate for all other vacation requests. The Employer, with consideration for operational requirements, will attempt to grant the employees vacation requests whenever possible.

### **17.05 Posting Vacation Schedule**

Vacation schedules shall be posted by May 1<sup>st</sup> of each year. Once posted, these dates cannot be changed without mutual agreement of the employee and the Employer, except in extenuating circumstances.

### **17.06 Vacation Accrual**

Employees shall be eligible to accrue vacation for each month of service on the following basis:

- a) From the date of employment up to and including the completion of three (3) years of continuous service, ten (10) hours.
- b) After three (3) years up to and including the completion of fourteen (14) years of continuous service, thirteen and one third (13 1/3) hours.
- c) After fourteen (14) years up to and including the completion of twenty-four (24) years of continuous service, sixteen and two thirds (16 2/3) hours.
- d) After twenty-four (24) years of continuous service, twenty (20) hours.

### **17.07 Vacation Pay Upon Termination**

Upon termination of employment, the employee shall be paid vacation pay calculated as follows:

- a) For three weeks vacation, 3/52nds of the employee's total earnings.
- b) For four weeks vacation, 1/13th of the employee's total earnings.
- c) For five weeks vacation, 5/52nds of the employee's total earnings.
- d) For six weeks vacation, 3/26ths of the employee's total earnings.

### **17.08 Vacation Carry Over**

A request to carry over a maximum of two (2) weeks' vacation must be approved by the Employer.

### **17.09 Vacation on a Designated Holiday**

If a paid designated or proclaimed holiday falls or is observed during the employee's vacation period, he/she shall be granted an additional day's vacation for each holiday.

### **17.10 Approved Absence during Vacation**

Where, during the employee's vacation period, the employee is granted:

- a) bereavement leave;
- b) sick leave as a result of hospitalization;
- c) other approved leaves of absence;

the Employer will discuss with the employee that the period of vacation so displaced be either added to the vacation period requested or reinstated for use at a later date.

### **17.11 Access to Vacation Credits**

An employee shall have access to their vacation credits as earned. Employees will not be able to use their seniority to displace a junior employee's vacation using vacation credits beyond their yearly entitlement.

## **ARTICLE 18 - DESIGNATED HOLIDAYS**

### **18.01 Designated Holidays**

The Employer recognizes the following as designated holidays:

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

and any other days proclaimed as holidays by the Dominion, Provincial or Civic authorities.

### 18.02 Designated Holiday on a Saturday or Sunday

Designated holidays shall be observed on the day they are proclaimed. If the designated holiday falls on a Saturday, it shall be observed on the prior Friday and if the designated holiday falls on a Sunday, it shall be observed on the following Monday. For Employees whose regular days off are not Saturday or Sunday, the holiday will be observed on the day it occurs.

### 18.03 Designated Holiday Pay

#### a) Full-Time Employees

i) A full-time employee who works on a designated holiday shall receive:

- pay at the rate of 1.5 times his/her regular rate of pay for the classification in which the hours are worked for each hour worked on the designated holiday; and
- pay at one (1) times his/her regular rate of pay for his/her home position for the normal hours of work that would otherwise have been scheduled for that day if it had not been a designated holiday.

In the alternative, if mutually agreed between the full-time employee and the Employer, the full-time employee who works on a designated holiday shall receive:

- in accordance with Article 15.06 banked time of 1.5 times the hours worked on the designated holiday to be taken as time in lieu at his/her regular rate of pay for the classification in which the hours are worked on the designated holiday or to be paid out in accordance with Article 15.06(d); and
- pay at one (1) times his/her regular rate of pay for his/her home position for the normal hours of work that would otherwise have been scheduled for that day if it had not been a designated holiday.

ii) A full-time employee who does not work on a designated holiday shall receive pay at one (1) times his/her regular rate of pay for his/her home position for the normal hours of work that would otherwise have been scheduled for that day if it had not been a designated holiday.”

#### b) Other Than Full-Time Employees

- i) An other than full-time employee who works on the designated holiday shall receive pay at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked plus designated holiday pay in accordance with the formula below.
- ii) An other than full-time employee who does not work on the designated holiday shall receive designated holiday pay on the following formula:

$$\frac{\text{Number of paid hours in the immediate preceding four weeks}}{149.9} \times 7.5 \times \text{employee's hourly rate of pay} = \text{designated holiday pay}$$

**Effective April 1, 2012**

$$\frac{\text{Number of paid hours in the immediate preceding four weeks}}{149.333} \times 8 \times \text{employee's hourly rate of pay} = \text{designated holiday pay}$$

**18.04 Two Week Period Reduced**

When a designated holiday falls within the designated two-week period, the hours shall be reduced by the scheduled hours of work for that day or the number of hours proclaimed to be observed in respect of such two-week period. Employees working in excess of the reduced hours will receive pay at the applicable overtime rates.

**Effective April 1, 2012**

**18.04 Three Week Period Reduced**

When a designated holiday falls within the designated three-week period, the hours shall be reduced by the eight (8) hours for each designated holiday proclaimed to be observed in respect of such three-week period. Employees working in excess of the reduced hours will receive pay at the applicable overtime rates.

**ARTICLE 19 - SICK LEAVE AND WORKERS' COMPENSATION**

**19.01 Definition of Sick Leave**

Sick leave means a period of time an employee is absent from work by virtue of being sick or disabled or because of an accident not covered by the Workers' Compensation Act or for which income replacement benefits are paid under the Automobile Insurance Act.

**19.02 Accumulation of Sick Leave Credits**

Employees shall accumulate ten (10) hours for each completed month of service to a maximum of one thousand five hundred and twenty (1520) hours.

Employees who have in excess of one thousand five hundred and twenty (1520) hours in their current sick bank will maintain those hours, however, at any time they fall below one thousand five hundred and twenty (1520) hours, the new maximum will be one thousand five hundred and twenty (1520) hours.

**19.03 Deductions from Sick Leave Credits**

- a) A deduction shall be made from accumulated sick leave credits for all scheduled working hours absent for sick leave.
- b) During the first three (3) months of service, employees will not be entitled to payment from their sick credits. The right to sick pay shall cease upon notice of termination of employment.
- c) Part-time/Relief Employees Access to Sick Leave Credits and Bridge Benefit of the Disability Income Plan:

Part-time/Relief employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period access to accrued sick leave credits will be based on the average number of paid hours in the fifty-two (52) weeks preceding the illness.

Where the employee provides advanced notice of illness or disability, the date of notification shall serve as the designated posted and confirmed period for the purposes of this Article and access to sick leave credits shall be based upon the average number of paid hours in the fifty-two (52) weeks preceding the illness.

During or following the posted and confirmed period, part-time/relief employees shall have access to the Disability Income Plan in accordance with the terms of the Plan.

#### **19.04 Notification of Illness**

Every employee who may be absent from duty on account of illness or injury shall notify the immediate supervisor or designate as soon as possible prior to the commencement of the scheduled shift. The employee shall inform the immediate supervisor of the anticipated date of return to work and of any limitations or restrictions.

Employees upon resuming duties shall report to their immediate supervisor.

#### **19.05 Medical/Dental Examinations**

Employees who are unable to make arrangements outside of scheduled work time may use sick leave for each instance to attend to any medical or dental examination. A minimum of twenty-four (24) hours notice must be provided to obtain time off except in emergency situations.

#### **19.06 Workers' Compensation Benefits**

When an employee is injured in the performance of his/her duties, or contracts a disease in the course of his/her employment with the Employer, and the accident or illness is compensable under the provisions of the Workers' Compensation Act, the difference between the employee's regular net pay and the Workers' Compensation payment will be paid by the Employer for a period not to exceed one (1) year and shall not reduce the employee's accumulated sick leave credits. The amount paid to the employee will not be less than the amount the Employer receives from the Workers' Compensation Board.

The Workers' Compensation cheque shall be made payable to the Employer for the first year. For the purpose of determining regular net pay for employees, such pay for the fifty-two (52) week period prior to the absence shall be utilized and pro-rated in accordance with the length of absence. Where an employee's status has changed from working less than full-time to working full-time within the fifty-two (52) week period, the calculation of earnings will be based upon the period of time since the date of change to the employee's status to the time the Workers' Compensation claim is initiated.

Pending approval of the claim through the Workers' Compensation Board, an employee shall receive advances up to the amount of his/her sick leave benefits as at the commencement of his/her injury or illness. Proof of injury/illness as per Workers' Compensation Board requirements will be required prior to advances being made.

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

- a) On the date of injury the employee will be paid sick time for all time lost.
- b) The employee shall be granted an advance of up to accumulated sick leave credits.

Should the employee exhaust his/her sick leave credits, the employee may apply for Employment Insurance Benefits and/or Disability Income Plan Benefits.

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

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

At request of the employee, the Employer shall provide documentation of proof of Workers' Compensation payments made to the Employer on behalf of the employee during any given year.

#### **19.07 Benefits While on Workers' Compensation**

An employee receiving benefits under the Workers' Compensation Act shall not accrue statutory holiday pay, but for the first year shall accrue sick leave credits and vacation credits and shall be eligible for all normal benefits as per his/her current employment arrangements.

#### **19.08 Medical Examinations**

The Employer reserves the right to request a medical examination and a certificate from a qualified practitioner of any new employee and any employee absent due to sickness or injury. Such certificate shall be requested during illness.

### **ARTICLE 20 - HEALTH AND SAFETY**

#### **20.01 Health and Safety Provisions**

The Employer shall make provisions for the safety and health of the employees during working hours. The employees shall comply with safety rules and regulations as established by the Employer.

#### **20.02 Occupational Health and Safety Committee**

In order to investigate and prevent accidents and improve conditions of work, it is agreed that an Occupational Health and Safety Committee composed of equal representation from the Employer and the Union shall be established. The findings and recommendations of the Occupational Health and Safety Committee shall be referred to the Employer. Should the Employer fail to respond to the recommendations of the Committee, such recommendations shall be referred to an Occupational Health and Safety Officer of the Department of Labour.

## **ARTICLE 21 - TECHNOLOGICAL CHANGE**

### **21.01 Notice to Union**

The Employer agrees to give three (3) months notice to the employees and the Union of any anticipated technological changes which will affect employees where certain jobs will no longer be required. The Employer will endeavour to anticipate such changes and, in consultation with the Union, conduct a program of retraining and transfer of employees affected prior to such change. The Union agrees to co-operate in such a program of transfer and retraining. The Employer agrees that whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employee.

### **21.02 Re-establishment of Classification**

When a job classification is re-established after it had been abolished due to technological change, the former incumbent on staff shall have first preference for the job.

## **ARTICLE 22 - TERMINATION**

### **22.01 Notice of Termination**

Should the Employer terminate an employee, except for just cause, two (2) weeks' notice or pay in lieu of will be given for all employees who have been employed in excess of ninety (90) days. Employees shall give two (2) weeks' notice of their intentions to terminate employment.

### **22.02 Severance Pay**

The Employer shall pay severance pay to all employees terminated by the Employer, except employees discharged for just cause, one (1) week's pay at their current rate of pay for each full year of service prorated for partial years.

All part-time/relief employees shall receive pay on a pro-rata basis.

## **ARTICLE 23 - UNIFORMS**

When a uniform or other special article is required to be worn, the Employer shall provide, launder, and repair the same. All uniforms provided by the Employer shall remain the property of the Employer.

## **ARTICLE 24 - NOTICE BOARDS**

The Employer agrees to furnish and install notice boards in suitable locations accessible to the employees for the purpose of posting notices of interest to the Union.



## **ARTICLE 25 - RETIREMENT PLAN**

### **25.01 Retirement Plan**

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

## **ARTICLE 26 - LIFE INSURANCE**

The Saskatchewan Association of Health Organization's Group Life Insurance Plan (**now called the 3sHealth Group Life Insurance Plan**) will be made available to the employees of Laundry Services in accordance with the terms of the Plan. Employees eligible for membership in the Plan and enrolled in the Plan on or before the date of signing the Collective Agreement shall have their basic insurance coverage established in accordance with the administrative practices in effect on the date of signing the Collective Agreement.

Eligible employees enrolled in the Plan on or after the date of signing of the Collective Agreement shall have their basic insurance coverage established as an amount equal to 200% of the employee's annual earnings provided such an amount is an integral multiple of \$1000, otherwise the next higher integral multiple of \$1000, but in no event shall the amount so determined exceed \$250,000.

The Employer agrees to pay 50% of the premium due for basic insurance coverage for each employee.

## **ARTICLE 27 - DURATION OF AGREEMENT**

### **27.01 Duration**

This Agreement shall be effective on and from April 1, 2012 and shall remain in force until March 31, 2016, and thereafter from year to year provided that either party may, not less than thirty (30) days or more than sixty (60) days before the expiry date of this Agreement, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

### **27.02 No Strike/Lockout**

It is agreed that during the life of this Agreement there shall be no strikes, slow downs, stoppages of work, or suspension of work on the part of the Union or lockouts on the part of the Employer.

THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS  
17<sup>th</sup> DAY OF July, 2014

Signed on behalf of  
Saskatchewan Association of Health  
Organizations **Inc.** and the Regina  
Qu'Appelle Health Region

Julie Mayrus

[Signature]

Alexis

Carlisle Jordan

Wai LeBel

\_\_\_\_\_

\_\_\_\_\_

Signed on behalf of  
Retail, Wholesale and Department  
Store Union Bargaining Committee

[Signature]

Russell

[Signature]

[Signature]

B. Hargrave

\_\_\_\_\_

\_\_\_\_\_

### Appendix "A"

The following job classifications and minimum hourly wage rates shall apply to all employees covered by this Agreement:

	Rates of Pay Effective April 1, 2012		
	Start	After 6 Months	After 12 Months
OR Laundry Aide	\$ 15.92	\$ 16.48	\$ 17.06
Laundry Aide	\$ 15.92	\$ 16.48	\$ 17.06
Dryer Operator	\$ 17.44	\$ 18.05	\$ 18.69
Laundry Cleaner	\$ 17.44	\$ 18.05	\$ 18.69
Washer Operator	\$ 17.44	\$ 18.05	\$ 18.69
Linen Service Aide	\$ 17.44	\$ 18.05	\$ 18.69
Soil Sorter	\$ 19.09	\$ 19.77	\$ 20.47
Linen Tracking Coordinator	\$ 19.09	\$ 19.77	\$ 20.47
Systems Operator	\$ 19.09	\$ 19.77	\$ 20.47
Laundry Coder	\$ 19.09	\$ 19.77	\$ 20.47
Seamstress	\$ 19.09	\$ 19.77	\$ 20.47
Driver	\$ 19.09	\$ 19.77	\$ 20.47
4th Class Engineer	\$ 20.92	\$ 21.65	\$ 22.42
4th Class Engineer - MS	\$ 23.07	\$ 23.88	\$ 24.72
Maintenance Mechanic	\$ 20.92	\$ 21.65	\$ 22.42
OR Laundry Supervisor	\$ 22.90	\$ 23.72	\$ 24.54
Finishing Supervisor	\$ 22.90	\$ 23.72	\$ 24.54
Linen Services Supervisor	\$ 25.08	\$ 25.97	\$ 26.89
Washfloor Supervisor	\$ 22.90	\$ 23.72	\$ 24.54
Industrial Mechanic	\$ 25.08	\$ 25.97	\$ 26.89
Industrial Mechanic - MS	\$ 28.91	\$ 29.94	\$ 31.00
3rd Class Chief Engineer	\$ 27.49	\$ 28.45	\$ 29.43
3rd Class Chief Engineer - MA	\$ 31.34	\$ 32.43	\$ 33.54
Maintenance Supervisor	\$ 30.09	\$ 31.15	\$ 32.25
Maintenance Supervisor - MS	\$ 33.74	\$ 34.91	\$ 36.14

4th Class Engineer market supplement effective May 8, 2009

Industrial Mechanic market supplement effective March 12, 2008

Maintenance Supervisor market supplement effective March 12, 2008

3rd Class Chief Engineer market adjustment effective September 29, 2011

### Appendix "A"

The following job classifications and minimum hourly wage rates shall apply to all employees covered by this Agreement:

	Rates of Pay Effective April 1, 2013		
	Start	After 6 Months	After 12 Months
OR Laundry Aide	\$ 16.16	\$ 16.73	\$ 17.32
Laundry Aide	\$ 16.16	\$ 16.73	\$ 17.32
Dryer Operator	\$ 17.70	\$ 18.32	\$ 18.97
Laundry Cleaner	\$ 17.70	\$ 18.32	\$ 18.97
Washer Operator	\$ 17.70	\$ 18.32	\$ 18.97
Linen Service Aide	\$ 17.70	\$ 18.32	\$ 18.97
Soil Sorter	\$ 19.38	\$ 20.07	\$ 20.78
Linen Tracking Coordinator	\$ 19.38	\$ 20.07	\$ 20.78
Systems Operator	\$ 19.38	\$ 20.07	\$ 20.78
Laundry Coder	\$ 19.38	\$ 20.07	\$ 20.78
Seamstress	\$ 19.38	\$ 20.07	\$ 20.78
Driver	\$ 19.38	\$ 20.07	\$ 20.78
4th Class Engineer	\$ 21.23	\$ 21.97	\$ 22.76
4th Class Engineer - MS	\$ 23.38	\$ 24.20	\$ 25.06
Maintenance Mechanic	\$ 21.23	\$ 21.97	\$ 22.76
OR Laundry Supervisor	\$ 23.24	\$ 24.08	\$ 24.91
Finishing Supervisor	\$ 23.24	\$ 24.08	\$ 24.91
Linen Services Supervisor	\$ 25.46	\$ 26.36	\$ 27.29
Washfloor Supervisor	\$ 23.24	\$ 24.08	\$ 24.91
Industrial Mechanic	\$ 25.46	\$ 26.36	\$ 27.29
Industrial Mechanic - MS	\$ 29.29	\$ 30.33	\$ 31.40
3rd Class Chief Engineer	\$ 27.90	\$ 28.88	\$ 29.87
3rd Class Chief Engineer - MA	\$ 31.75	\$ 32.86	\$ 33.98
Maintenance Supervisor	\$ 30.54	\$ 31.62	\$ 32.73
Maintenance Supervisor - MS	\$ 34.19	\$ 35.38	\$ 36.62

4th Class Engineer market supplement effective May 8, 2009

Industrial Mechanic market supplement effective March 12, 2008

Maintenance Supervisor market supplement effective March 12, 2008

3rd Class Chief Engineer market adjustment effective September 29, 2011

**Appendix "A"**

The following job classifications and minimum hourly wage rates shall apply to all employees covered by this Agreement:

	Rates of Pay Effective April 1, 2014		
	Start	After 6 Months	After 12 Months
OR Laundry Aide	\$ 16.40	\$ 16.98	\$ 17.58
Laundry Aide	\$ 16.40	\$ 16.98	\$ 17.58
Dryer Operator	\$ 17.97	\$ 18.59	\$ 19.25
Laundry Cleaner	\$ 17.97	\$ 18.59	\$ 19.25
Washer Operator	\$ 17.97	\$ 18.59	\$ 19.25
Linen Service Aide	\$ 17.97	\$ 18.59	\$ 19.25
Soil Sorter	\$ 19.67	\$ 20.37	\$ 21.09
Linen Tracking Coordinator	\$ 19.67	\$ 20.37	\$ 21.09
Systems Operator	\$ 19.67	\$ 20.37	\$ 21.09
Laundry Coder	\$ 19.67	\$ 20.37	\$ 21.09
Seamstress	\$ 19.67	\$ 20.37	\$ 21.09
Driver	\$ 19.67	\$ 20.37	\$ 21.09
4th Class Engineer	\$ 21.55	\$ 22.30	\$ 23.10
4th Class Engineer - MS	\$ 23.70	\$ 24.53	\$ 25.40
Maintenance Mechanic	\$ 21.55	\$ 22.30	\$ 23.10
OR Laundry Supervisor	\$ 23.59	\$ 24.44	\$ 25.28
Finishing Supervisor	\$ 23.59	\$ 24.44	\$ 25.28
Linen Services Supervisor	\$ 25.84	\$ 26.76	\$ 27.70
Washfloor Supervisor	\$ 23.59	\$ 24.44	\$ 25.28
Industrial Mechanic	\$ 25.84	\$ 26.76	\$ 27.70
Industrial Mechanic - MS	\$ 29.67	\$ 30.73	\$ 31.81
3rd Class Chief Engineer	\$ 28.32	\$ 29.31	\$ 30.32
3rd Class Chief Engineer - MA	\$ 32.17	\$ 33.29	\$ 34.43
Maintenance Supervisor	\$ 31.00	\$ 32.09	\$ 33.22
Maintenance Supervisor - MS	\$ 34.65	\$ 35.85	\$ 37.11

4th Class Engineer market supplement effective May 8, 2009

Industrial Mechanic market supplement effective March 12, 2008

Maintenance Supervisor market supplement effective March 12, 2008

3rd Class Chief Engineer market adjustment effective September 29, 2011

**Appendix "A"**

The following job classifications and minimum hourly wage rates shall apply to all employees covered by this Agreement:

	<b>Rates of Pay Effective April 1, 2015</b>		
	<b>Start</b>	<b>After 6 Months</b>	<b>After 12 Months</b>
OR Laundry Aide	\$ 16.65	\$ 17.24	\$ 17.85
Laundry Aide	\$ 16.65	\$ 17.24	\$ 17.85
Dryer Operator	\$ 18.25	\$ 18.88	\$ 19.55
Laundry Cleaner	\$ 18.25	\$ 18.88	\$ 19.55
Washer Operator	\$ 18.25	\$ 18.88	\$ 19.55
Linen Service Aide	\$ 18.25	\$ 18.88	\$ 19.55
Soil Sorter	\$ 19.97	\$ 20.69	\$ 21.42
Linen Tracking Coordinator	\$ 19.97	\$ 20.69	\$ 21.42
Systems Operator	\$ 19.97	\$ 20.69	\$ 21.42
Laundry Coder	\$ 19.97	\$ 20.69	\$ 21.42
Seamstress	\$ 19.97	\$ 20.69	\$ 21.42
Driver	\$ 19.97	\$ 20.69	\$ 21.42
4th Class Engineer	\$ 21.88	\$ 22.65	\$ 23.46
4th Class Engineer - MS	\$ 24.03	\$ 24.88	\$ 25.76
Maintenance Mechanic	\$ 21.88	\$ 22.65	\$ 23.46
OR Laundry Supervisor	\$ 23.96	\$ 24.82	\$ 25.67
Finishing Supervisor	\$ 23.96	\$ 24.82	\$ 25.67
Linen Services Supervisor	\$ 26.24	\$ 27.17	\$ 28.13
Washfloor Supervisor	\$ 23.96	\$ 24.82	\$ 25.67
Industrial Mechanic	\$ 26.24	\$ 27.17	\$ 28.13
Industrial Mechanic - MS	\$ 30.07	\$ 31.14	\$ 32.24
3rd Class Chief Engineer	\$ 28.76	\$ 29.76	\$ 30.79
3rd Class Chief Engineer - MA	\$ 32.61	\$ 33.74	\$ 34.90
Maintenance Supervisor	\$ 31.48	\$ 32.59	\$ 33.73
Maintenance Supervisor - MS	\$ 35.13	\$ 36.35	\$ 37.62

4th Class Engineer market supplement effective May 8, 2009

Industrial Mechanic market supplement effective March 12, 2008

Maintenance Supervisor market supplement effective March 12, 2008

3rd Class Chief Engineer market adjustment effective September 29, 2011

## **RETROACTIVITY**

All employees on staff as of the date of April 22, 2014 shall be eligible for retroactive wage adjustments based on all paid hours with the Employer. All retroactive pay shall be paid to employees on a separate cheque no later than July 31, 2014.

Employees who have retired from the Employer, upon application to their Employer, are eligible for retroactive wage increases based on all paid hours up to and including date of retirement. All applications for retroactive pay must be made within ninety (90) calendar days of the Employer's written notice to the employee's last known address.

The estates of employees who have passed away on or after April 1, 2012 are eligible for retroactivity. The estate of the employee must contact the employer and apply for such retroactivity within ninety (90) calendar days of union ratification of the Collective Agreement.

**Appendix "B"**

**RELIEF AVAILABILITY FORM**

**RWDSU - HOSPITAL LAUNDRY SERVICES**

**Name:** \_\_\_\_\_

Please indicate your availability for relief:

Monday	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Tuesday	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Wednesday	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Thursday	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Friday	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Saturday	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Sunday	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Statutory Holidays	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

Other, i.e. Summer, Christmas, Easter, etc. (provide details):

Identify Notice Required: \_\_\_\_\_ (minutes or hours)

Are you working part time or relief shifts in another facility/agency within the RQHR?

YES

NO

If yes, attach a copy of your regular scheduled hours (if applicable).

**Employee Signature:** \_\_\_\_\_

**Office Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date** \_\_\_\_\_

cc: Employee File  
Office Copy



**LETTER OF UNDERSTANDING #1**

**Between**

**Retail, Wholesale And Department Store Union (R.W.D.S.U.)  
Local 568, hereinafter referred to as the "Union"**

**And**

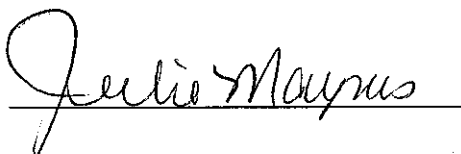
**Saskatchewan Association of Health Organizations Inc. (SAHO)**  
representing the Regina Qu' Appelle Health Region, hereinafter referred to as the "Employer"

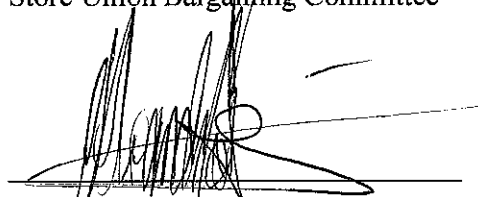
**Re: R.W.D.S.U. Dental Plan**

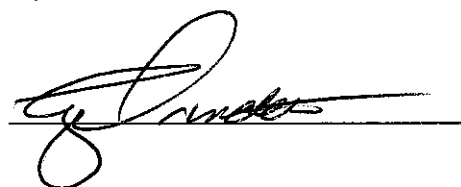
Effective **April 1, 2011**, the Employer shall remit **thirty-one (\$0.31)** cents per regular hour worked, per employee, to the R.W.D.S.U. Dental Plan. Accompanying each remittance shall be a list of the amounts deducted from each employee.

Signed this 17<sup>th</sup> day of July, 2014.  
Signed on behalf of  
Saskatchewan Association of Health  
Organizations Inc. and the Regina  
Qu' Appelle Health Region

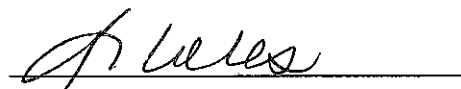
Signed on behalf of  
Retail, Wholesale and Department  
Store Union Bargaining Committee

  
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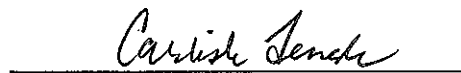
  
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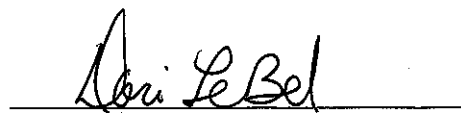
  
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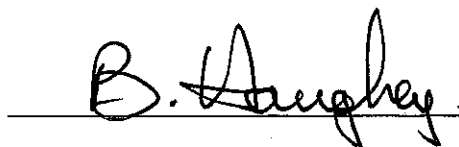
  
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LETTER OF UNDERSTANDING #2

Between

Retail, Wholesale And Department Store Union (R.W.D.S.U.)  
Local 568, hereinafter referred to as the "Union"

And

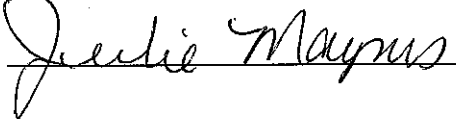
Saskatchewan Association of Health Organizations Inc. (SAHO)  
representing the Regina Qu' Appelle Health Region, hereinafter referred to as the "Employer"

Re: R.W.D.S.U. Wage Loss Replacement Plan

All eligible employees shall be enrolled in the CUPE/SAHO Wage Loss Replacement Plan (now known as the CUPE/3sHealth Wage Loss Replacement Plan).  
The Plan shall be provided on a joint funding basis whereby the Employer shall pay 50% and the employee shall pay 50% of the cost of funding the prescribed plan.

The terms of this Plan shall be as provided in the CUPE/SAHO Wage Loss Replacement Plan (now known as the CUPE/3sHealth Wage Loss Replacement Plan).

Signed this 17<sup>th</sup> day of July, 2014.  
Signed on behalf of  
Saskatchewan Association of Health  
Organizations Inc. and the Regina  
Qu' Appelle Health Region

  
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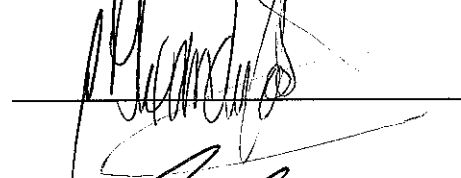
  
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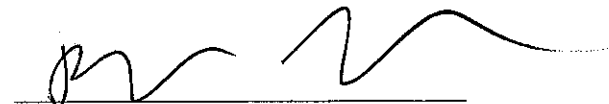
  
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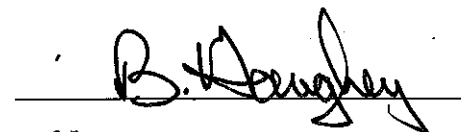
Signed on behalf of  
Retail, Wholesale and Department  
Store Union Bargaining Committee

  
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LETTER OF UNDERSTANDING #3

Between

Retail, Wholesale And Department Store Union (R.W.D.S.U.)  
Local 568, hereinafter referred to as the "Union"

And

Saskatchewan Association of Health Organizations Inc. (SAHO)  
representing the Regina Qu' Appelle Health Region, hereinafter referred to as the "Employer"

Re: Special Paid Vacation

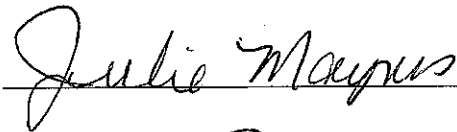
It is agreed between the parties as follows:

An employee having completed twenty-five (25) years of service shall be granted one (1) month special paid vacation in addition to his/her regular vacation which may be taken at any time after the twenty-fifth anniversary date. Special vacation may be taken in conjunction with the regular vacation period.

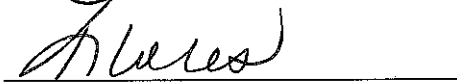
All employees employed by the Regina Qu' Appelle Health Region, Hospital Laundry Services, effective April 25, 1997, shall be eligible to qualify for the above benefit, provided such employees did not opt to receive the pro-rated benefit on December 31, 1997.

Signed this 17<sup>th</sup> day of July, 2014.  
Signed on behalf of  
Saskatchewan Association of Health  
Organizations Inc. and the Regina  
Qu' Appelle Health Region

Signed on behalf of  
Retail, Wholesale and Department  
Store Union Bargaining Committee

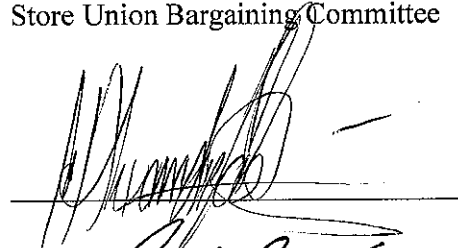
  
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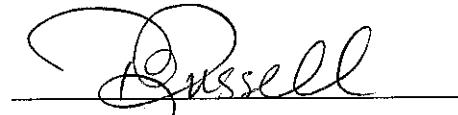
  
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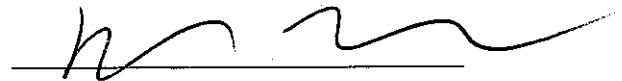
  
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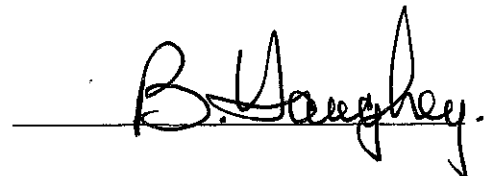
  
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**LETTER OF UNDERSTANDING #4**

**Between**

**Retail, Wholesale And Department Store Union (R.W.D.S.U.)  
Local 568, hereinafter referred to as the "Union"**

**And**

**Saskatchewan Association of Health Organizations Inc. (SAHO)**  
representing the Regina Qu' Appelle Health Region, hereinafter referred to as the "Employer"

**Re: Job Sharing**

Whereas the Union and the Employer would like to provide for employees to be able to share full-time jobs, if desired, the parties agree as follows:

1. An employee interested in entering into a job share arrangement shall make application, in writing, to the Employer.
2. Upon approval, the Employer, the affected employee and the Union shall discuss and agree to a schedule. Such agreement can only be varied by mutual consent and shall be for a one (1) year period or some other period if mutually agreed.
3. The Employer shall post the other portion of the shared position in accordance with Article 9.02. The position will be filled in accordance with Article 9.03.
4. The participants of the job share agreement have the right to revert back to their former positions at the end of the specified time period.
5. Permanent employees who partner a job share position shall have their position temporarily posted and filled in accordance with Article 9.
6. Employees who have entered into a job share arrangement shall have the first option of covering their partner's positions for any leave or vacation period, if required.
7. The job share agreement can be dissolved by either party upon serving thirty (30) days written notice.
8. Part-time/relief employees, who agree to partner in a job sharing arrangement and who would like to claim relief hours outside of their arrangement, shall make the Employer aware of their availability and shall be called in for relief assignments in accordance with their seniority.
9. Employees will only be allowed to participate in one (1) job share arrangement at any one time.

Signed this 17<sup>th</sup> day of July, 2014.

Signed on behalf of  
Saskatchewan Association of Health  
Organizations Inc. and the Regina  
Qu'Appelle Health Region

Signed on behalf of  
Retail, Wholesale and Department  
Store Union Bargaining Committee

Julie Maynes

[Signature]

[Signature]

Robert Stiles

Stiles

Russell

Carlisle Tindler

[Signature]

Dori L Bel

B. Haughey

LETTER OF UNDERSTANDING #5

Between

Retail, Wholesale And Department Store Union (R.W.D.S.U.)  
Local 568, hereinafter referred to as the "Union"

And

Saskatchewan Association of Health Organizations Inc. (SAHO)  
representing the Regina Qu' Appelle Health Region, hereinafter referred to as the "Employer"

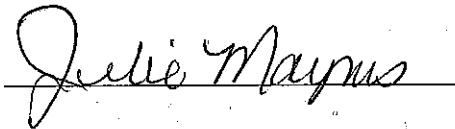
Re: Extended Health Plan

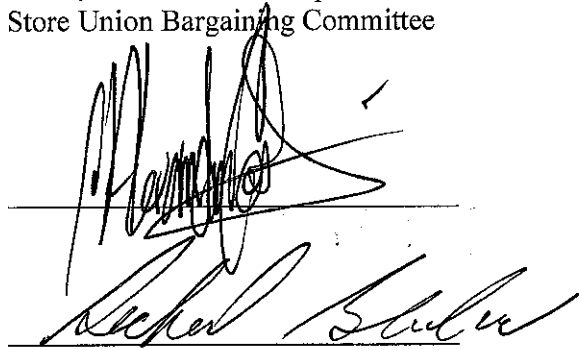
Effective April 1, 2000, the Employer shall provide an Extended Health Plan. Effective April 1, 2004, the Extended Health Plan benefits shall be funded by the Employer each year at an annual rate of two point six percent (2.6%) of straight time payroll.

Provided RWDSU members remain in the Extended Health Plan with CUPE, SEIU and SGEU, the Employer assures that the current benefits provided pursuant to the Extended Health Plan as of April 1, 2012 will continue at no cost to the employee, until March 31, 2016.

Signed this 14<sup>th</sup> day of July, 2014.  
Signed on behalf of  
Saskatchewan Association of Health  
Organizations and the Regina  
Qu' Appelle Health Region

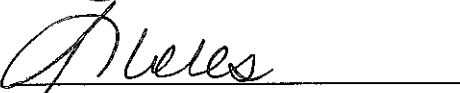
Signed on behalf of  
Retail, Wholesale and Department  
Store Union Bargaining Committee

  
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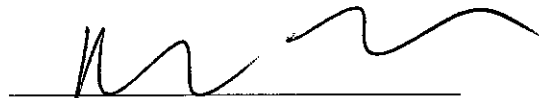
  
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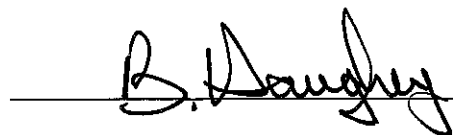
  
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LETTER OF UNDERSTANDING #6

Between

Retail, Wholesale And Department Store Union (R.W.D.S.U.)  
Local 568, hereinafter referred to as the "Union"

And

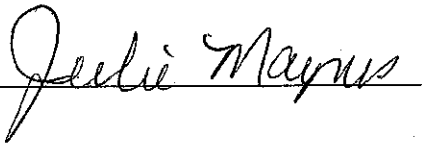
Saskatchewan Association of Health Organizations Inc. (SAHO)  
representing the Regina Qu' Appelle Health Region, hereinafter referred to as the "Employer"

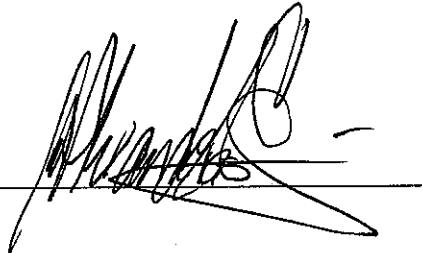
**Re: Employment Insurance Rebate**

It is hereby understood and agreed that the employee share of the Employment Insurance (EI) rebate on behalf of all employees within the scope of this Collective Agreement is allocated in support of the provision of Article 12.09 (Family Illness Leave) of the Collective Agreement.

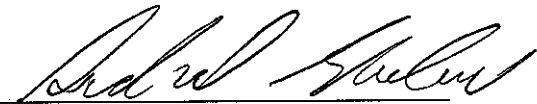
Signed this 17<sup>th</sup> day of July, 2014.  
Signed on behalf of  
Saskatchewan Association of Health  
Organizations and the Regina  
Qu'Appelle Health Region

Signed on behalf of  
Retail, Wholesale and Department  
Store Union Bargaining Committee

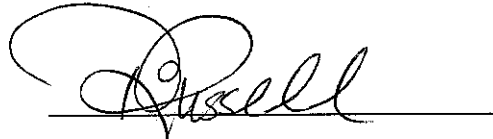
  
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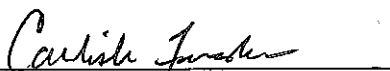
  
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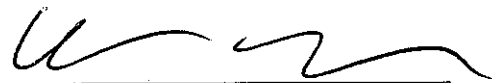
  
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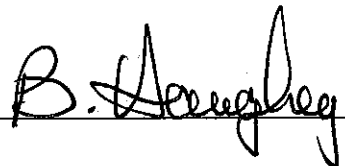
  
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LETTER OF UNDERSTANDING #7

Between

Retail, Wholesale And Department Store Union (R.W.D.S.U.)  
Local 568, hereinafter referred to as the "Union"

And

Saskatchewan Association of Health Organizations Inc. (SAHO)  
representing the Regina Qu' Appelle Health Region, hereinafter referred to as the "Employer"

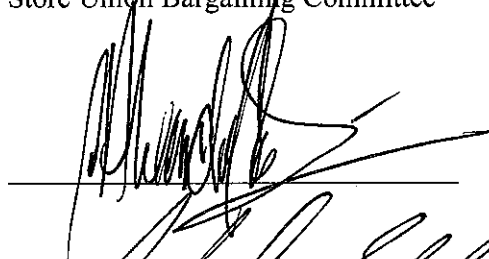
Re: Apprenticeship Program

Permanent full-time Maintenance Mechanic I employees shall be entitled, in order of seniority, to apply for the Industrial Mechanic (Millwright) Apprenticeship Program. Education Leave without pay shall be granted for two (2) months during each year of the Apprenticeship Program during which time the employee shall continue to accrue seniority, sick leave, annual vacation, and statutory holiday pay. In addition, the Employer agrees to cover the costs of registration and all required books. The employee is responsible for all other costs. It is understood that Hospital Laundry Services shall have a maximum of one (1) employee enrolled in the Industrial Mechanic (Millwright) Apprenticeship Program at any given time.

Signed this 17<sup>th</sup> day of July, 2014.  
Signed on behalf of  
Saskatchewan Association of Health  
Organizations Inc. and the Regina  
Qu' Appelle Health Region

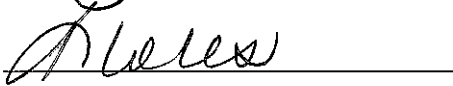
Signed on behalf of  
Retail, Wholesale and Department  
Store Union Bargaining Committee

  
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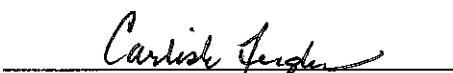
  
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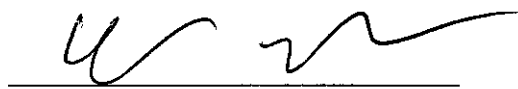
  
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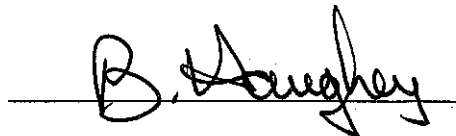
  
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LETTER OF UNDERSTANDING #8

Between

Retail, Wholesale And Department Store Union (R.W.D.S.U.)  
Local 568, hereinafter referred to as the "Union"

And

Saskatchewan Association of Health Organizations Inc. (SAHO)  
representing the Regina Qu' Appelle Health Region, hereinafter referred to as the "Employer"

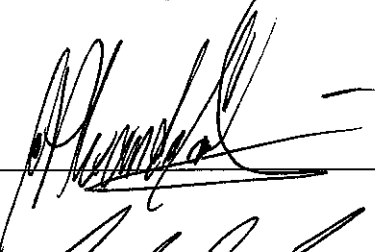
Re: Retired Employees' Extended Health and Dental Plan

SAHO will continue to make available a health benefits retiree plan(s) incorporating health and dental benefits. Retirees who participate in the plan(s) will be responsible for all premiums and administration costs.


Signed this 17<sup>th</sup> day of July, 2014.  
Signed on behalf of  
Saskatchewan Association of Health  
Organizations Inc. and the Regina  
Qu' Appelle Health Region

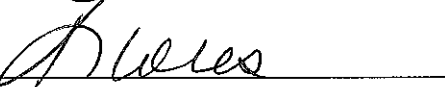
Signed on behalf of  
Retail, Wholesale and Department  
Store Union Bargaining Committee

  
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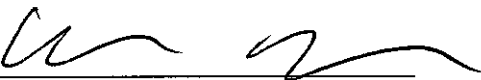
  
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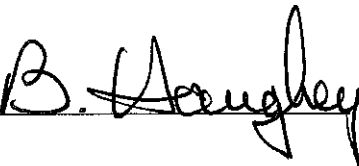
  
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**LETTER OF UNDERSTANDING #9**  
**Between**

**Retail, Wholesale And Department Store Union (R.W.D.S.U.)**  
**Local 568, hereinafter referred to as the "Union"**

**And**

**Saskatchewan Association of Health Organizations Inc. (SAHO),**  
representing the Regina Qu'Appelle Health Region, hereinafter referred to as the "Employer"

**Re: MARKET SUPPLEMENT PROGRAM**

I. Market Supplement Implementation

The objective of the Market Supplement Program is to ensure that Saskatchewan health care employers can attract and retain the employees required to provide appropriate health care services to the people of Saskatchewan.

It is agreed, employer(s) and/or the Union will identify areas/classifications where skill shortages have or may impede future service delivery. Either party may submit a recommendation to the SAHO Market Supplement Review Committee. For the implementation of a market supplement wage rate the following provisions shall apply:

1. The Market Supplement Review Committee must request market information from employers within (15) days of the date that the request is submitted to the Committee.
2. The Market Supplement Review Committee shall render its decision within forty-five (45) working days of the date the Committee requests labour market information from SAHO's employer membership. If the SAHO Market Supplement Review Committee fails to act or render its decision within the above timeframes, the issue of a market supplement shall be referred to adjudication as set out below.
3. The Market Supplement Review Committee shall fully disclose to the Union the reasons for its determination of a market supplement request at the time the decision is rendered. Such disclosure shall include the Market Supplement Review Committee's final report and, upon request of the Union, labour market information submitted by SAHO or SAHO's employer membership to the Market Supplement Review Committee, including but not limited to documents containing information on:
  - a) Service delivery impacts: service delivery impacts are analyzed, including options for alternative service delivery models.
  - b) Turnover rates: an annual turnover (loss of Employees to other competitor Employers) ratio to the existing staff complement in any given occupation. Local analysis of reasons for leaving will be necessary to determine any trends that may be emerging.

- c) Vacancy rate analysis: whereby the frequency and timing of vacancy occurrences (i.e., seasonal; always following an event; etc.) are analyzed for trends that may affect recruitment/retention efforts.
- d) Recruitment issue analysis: whereby issues such as length of recruitment times, training investments, licensing issues, supply and demand issues, etc. are analyzed for trends which may affect recruitment/retention efforts.
- e) Salary market conditions: affected Employer's salary levels are lower than other Employers that affected Employers would expect to recruit Employees from, or other Employers that affected Employees are recruited to. This may be local, provincial, regional or national depending on the occupational group and traditional recruitment relationships. Cost of living considerations may or may not be appropriate to factor into market salary comparisons.

Should the Market Supplement Review Committee fail to act or render a decision, or if the Union disagrees with the decision, within the timeframes in I (2), this disclosure shall occur upon receiving notice of referral to adjudication from the Union.

- 4. Where the SAHO Market Supplement Review Committee does not recommend that a classification receive a market supplement, the matter may, within a period of forty-five (45) working days from the date of the report, be referred to the Market Supplement Adjudicator in accordance with Section II – Market Supplement Adjudication.
- 5. Where the SAHO Market Supplement Review Committee report recommends a market supplement, the determination of market supplemented wage rates shall be subject to negotiation by the Union and SAHO. Should agreement not be reached by the parties in such negotiations within a period of forty-five (45) working days from the date the Union receives the report, the matter shall be referred to the Market Supplement Adjudicator, in accordance with Section II – Market Supplement Adjudication.
- 6. The effective date for the market supplement shall be the date of the Market Supplement Review Committee report.

## II. Market Supplement Adjudication

- 1. The determination of market supplement wage rates shall be subject to negotiation between the Union and SAHO.
- 2. Where agreement on a market supplement wage rate cannot be reached by the Union and SAHO, or where the SAHO Market Supplement Review Committee does not recommend that a classification receive a market supplement either expressly or in a timely manner, the matter may be referred to an adjudicator, Bill Campbell, for final determination. In the event that Bill Campbell is not available to conduct the adjudication and render a decision within the time frames identified below, the matter shall be referred to an alternate adjudicator who is mutually acceptable to both the Union and SAHO
- 3. The Market Supplement Adjudicator shall hear the matter within twenty-eight (28) calendar days of it being referred.

4. In the case of review on the matter of whether a market supplement is appropriate, both the Union and SAHO shall be limited to presenting only the following labour market review criteria: service delivery impacts, turnover rates, vacancy rate analysis, recruitment issue analysis and salary market conditions as defined in I. 3. a) to e).
5. The jurisdiction of the Market Supplement Adjudicator in determining a market supplement wage rate, or determining whether or not a market supplement is appropriate, shall be limited to the labour market criteria as listed above.
6. In the case where a market supplemented wage rate is disputed, both the Union and SAHO shall present a proposed market supplemented wage rate, and shall be entitled to present supporting written documentation. Witnesses shall not be utilized in the hearing.
7. The Market Supplement Adjudicator in determining a market supplement wage rate or determining whether or not a market supplement is appropriate shall be limited to choosing the Union's or SAHO's final position.
8. The Market Supplement Adjudicator's decision will be binding to the Union, the Employer and SAHO regardless of which party initiated the adjudication.
9. The Market Supplement Adjudicator decision shall be published within seven (7) calendar days of the hearing. Sufficient detail to explain the rationale for the decision shall be included in the written decision. The decision shall be final and binding on the parties and will not be subject to appeal.
10. The Union and SAHO will equally share the costs of fees and expenses of the Market Supplement Adjudicator.

### III. Market Supplement Eligibility and Review

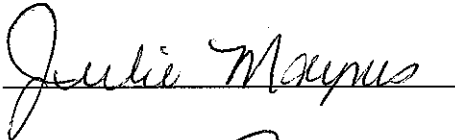
1. Market supplemented wage rates shall be payable to all eligible employees in the wage schedules classification, subject to paragraphs three (3) and four (4) below.
2. Employees shall be eligible for the above market supplement wage rates if they are employed on the date the market supplement becomes effective, or if they are hired after the date the market supplement becomes effective.
3. The market supplement wage rates shall be reviewed annually from the date of agreement reached by the Union and SAHO, or the Market Supplement Adjudicator. Should market conditions change so that a review sooner than the annual one is required, the SAHO Market Supplement Review Committee shall undertake such review. Disclosure to the Unions shall be undertaken by the Committee in accordance with I (3).
  - a) If the Market Supplement Review Committee determines that a further market supplement is warranted, then the Union and SAHO shall meet to negotiate the new market supplement rate, or failing same, will refer the matter to an adjudicator in accordance with the provisions outlined in II (2) through II (9).
  - b) If it is determined by the Market Supplement Review Committee or an Adjudicator that a market supplement rate is no longer needed, then the market

supplement wage rate shall be frozen and existing and newly hired employees shall be entitled to the market supplemented wage rates until such time as the Collective Agreement wage schedule rate matches or exceeds it.

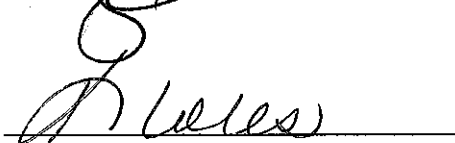
c) It is understood that the market supplemented wage rate is separate to the Collective Agreement Pay Equity Pay Band Schedule A and is not used in the calculation of the general wage percentage increases for the Pay Equity Pay Band rates. General wage percentage increases shall be calculated on the "base wage" only, and the market supplement portion of the "total wage" shall be added to the newly revised "base wage." This process shall not apply to frozen market supplemented wage rates as set out in b) above. A market supplement will continue until such time as the Collective Agreement Wage Schedule rate (including job evaluation/JJE or classification adjustments and changes) matches or exceeds it.

4. Market supplement earnings shall be considered pensionable earnings, shall be subject to statutory deductions, shall be included in the calculation of employee benefits where appropriate and shall be subject to union dues deductions as per the formula determined by the Union.
5. Should the Union or SAHO wish to modify or discontinue the terms or conditions of this Letter of Understanding, the party wishing to do so will provide the other party with ninety (90) days notice of the change or discontinuation. The parties shall meet within fourteen (14) calendar days from notification to discuss the matter.

Signed this 17<sup>th</sup> day of July, 2014.  
Signed on behalf of  
Saskatchewan Association of Health  
Organizations Inc. and the Regina  
Qu'Appelle Health Region

  
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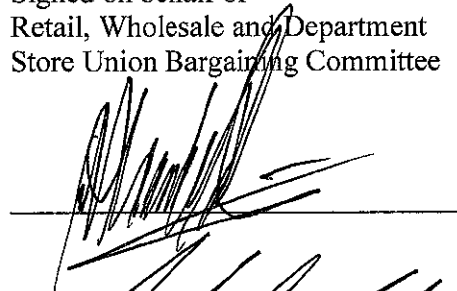
  
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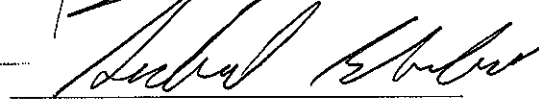
  
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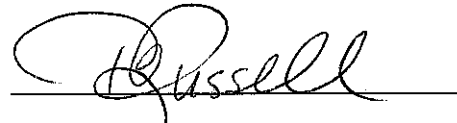
  
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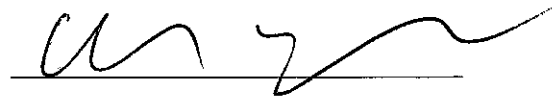
  
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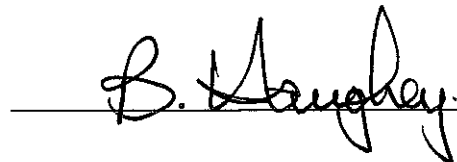
Signed on behalf of  
Retail, Wholesale and Department  
Store Union Bargaining Committee

  
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## LETTER OF UNDERSTANDING#10

Between

**Retail, Wholesale And Department Store Union (RWDSU) Local 568**

And

**Saskatchewan Association of Health Organizations Inc. (SAHO)**

**Re: Joint Job Evaluation Maintenance Plan (the Plan)**

### **I. JOINT JOB EVALUATION MAINTENANCE COMMITTEE (JJEMC)**

1. The parties shall maintain a joint RWDSU/SAHO-Employer maintenance committee.
  - The committee shall endeavour to be gender neutral and consist of four (4) members.
  - The committee membership shall be two (2) RWDSU and two (2) SAHO-Employer representatives.
  - One (1) RWDSU and one (1) SAHO-Employer member shall be necessary for a quorum.
  - RWDSU and SAHO-Employer will be each responsible for selecting their committee members.
2. The JJEMC members, the Facilitator and others that work with the Plan shall be trained on the application of the Plan and in the principles of "Equal Pay for Work of Equal Value".
3. The JJEMC will review the job data for completeness, perform a job analysis and rate the jobs.
4. The JJEMC will maintain the integrity of the Plan.
5. The JJEMC will undertake fact finding and job information research when necessary to carry out its duties.
6. The JJEMC shall operate by consensus and shall meet when necessary.
7. If the JJEMC cannot reach consensus on any matter, it will be dealt with pursuant to the Dispute Resolution Process.

8. JJEMC members shall excuse themselves from the maintenance process for a position where the committee or a member has identified a conflict of interest.

Conflict of interest includes, but is not limited to, classification decisions:

- Associated with their Job.
- For jobs encumbered by family members.
- For jobs which they have declared a bias for, or against.

9. The costs of the Joint Job Evaluation Maintenance Committee (JJEMC) and Facilitator will be borne by SAHO.

## **II. THE ROLES AND AUTHORITY OF THE MAINTENANCE COMMITTEE**

1. Develops and maintains an educational program regarding the principles of the Plan and how it works.
2. Recommends changes to job evaluation factors and weights to the parties, as required.
3. Approves Notes to Raters, Job Evaluation Rating and Rationale documents and other data that constitutes the Plan, as required.
4. Endeavours to review the Plan, job content, Job Descriptions, and Job Evaluation Rating and Rationale documents every four years with priority given to jobs that have not been reviewed within this timeframe. If necessary, data will be collected from Employees and Management.
5. Rates new and changed jobs.
6. The JJEMC shall have sole authority to determine and approve the classification level of any job within the Plan.
7. Employees and Management have the right to have job evaluation decisions reconsidered; upon reconsideration, all decisions made by the JJEMC will be final and binding.
8. Ensures, where necessary, that information presented is verified as legitimate duties and responsibilities of the job assignment. The JJEMC has the authority to obtain information through questioning and written documentation, to substantiate any statements.

### **III. JOINT JOB EVALUATION COMMITTEE FACILITATOR**

1. The Facilitator will forward all information regarding specific requests pursuant to Section V 6 and Section VI 3 and 4 of this agreement, to the JJEMC for review.
2. The Facilitator will also conduct research, assist with problem solving, provide administrative support (book meetings, record, keep and update databases, administration, documentation, etc.), ensure all parties are made aware of the JJEMC commitments and perform other duties determined by the JJEMC Committee.
3. The Facilitator will be responsible for maintaining all the Plan documentation as well as recording, in writing, the group consensus rationale and unanimous agreements.

### **IV. JOB RATINGS**

In the application of the Plan, the following general rules shall apply:

1. It is the content of the job, and not the performance of the Employee(s) that is being rated.
2. Jobs are rated without regard to existing wage rates.
3. Jobs are rated and ranked by comparing the specific requirements of the job to the sub-factor definition, guidelines, explanations and Notes to Raters.
4. Each job will be rated relative to and consistent with all other jobs rated under the Plan.
5. Errors in rating shall be corrected and are not precedent setting.
6. Rating decisions shall include a "sore thumbing" process to ensure consistency in Committee decisions.

### **V. INITIATING THE REVIEW OF A NEW JOB**

1. When the Employer (Laundry Management and Human Resources Department) creates a new job, a Job Review Request Form, a "draft" job description, and a Job Evaluation Questionnaire will be completed with the applicable duties and qualifications proposed for the job.
2. Human Resources Department, with the assistance of the Facilitator, will determine an interim rate of pay. The Human Resources Department will post and advise Laundry Management. The interim rate of pay will be subject to review by the JJEMC.



3. Within ten (10) working days of the determination of the interim rate of pay, the Facilitator will forward the Job Review Request Form, "draft" Job Description, and Job Evaluation Questionnaire to JJEMC committee members and the RWDSU.
4. Once the incumbent(s) has been in the job for six (6) months, the Facilitator will forward a copy of the Job Evaluation Questionnaire and "draft" Job Description to the incumbent(s).
5. The incumbent(s) will forward the completed Job Evaluation Questionnaire and comments on "draft" Job Description to Laundry Management for completion of Management's portion. Management then submits the completed documentation to the Facilitator.
6. The Facilitator will, within ten (10) working days of receipt of the completed documentation, forward copies to the JJEMC members and establish a meeting date to evaluate the new job.
7. Through the Facilitator, the JJEMC will advise the incumbent(s), RWDSU and the Employer of the outcome.
8. Any increases to the wage rates shall be retroactive to the date of appointment.
9. Also see the attached flow chart titled "Maintenance Procedure New Job".

## **VI. INITIATING THE REVIEW OF A CHANGED JOB (RECLASSIFICATION)**

1. If an employee believes that their job duties and/or qualifications have changed, they may initiate and complete a Job Review Request Form. The foregoing will be submitted to the Facilitator.
2. If Management makes changes to the job duties and/or qualifications, they shall draft a revised Job Description and initiate and complete a Job Review Request Form. The foregoing will be submitted to the Facilitator.
3. Within ten (10) working days, the Facilitator will forward a completed Job Review Request Form and/or the draft revised Job Description to the JJEMC Members and the RWDSU.
4. The JJEMC will proceed with the submission as follows:
  - Determine whether the request warrants a full/partial evaluation or if the changes are within current Job Description and Rating and Rationale documents and advise the applicant accordingly.
  - For submissions warranting an evaluation, the Facilitator will forward a copy of the appropriate documentation (e.g., Job Evaluation Questionnaire, Job Description, further comments, clarification, etc.) to be completed by the incumbent(s).

- The incumbent(s) will forward the completed documentation to Laundry Management for completion of Management's portion. Management then submits the completed documentation to the Facilitator.
  - The Facilitator, will within ten (10) working days, forward copies to the JJEMC members and establish a meeting date to evaluate the revised job.
5. Through the Facilitator, the JJEMC will advise the incumbent(s), RWDSU and the Employer of the outcome.
  6. Any increases to the wage rates shall be retroactive to the date the Facilitator receives the Job Review Request Form.
  7. Also see the attached flow chart titled "Maintenance Procedure Changed Job".

## **VII. DISPUTE RESOLUTION**

1. Failing consensus, the JJEMC shall refer unresolved disputes to a Dispute Resolution Tribunal.
2. The Dispute Resolution Tribunal is comprised of one (1) SAHO-appointed representative, one (1) RWDSU-appointed representative and Chair chosen by the parties from a mutually agreed-to list.
3. The jurisdiction of the Dispute Resolution Tribunal shall be limited to the matter in dispute as referred to by the JJEMC.
4. The decision of the Dispute Resolution Tribunal shall be final and binding upon the parties.
5. The parties further agree that this Dispute Resolution protocol must be timely and cost-effective.

## **VIII. INFORMATION TO THE PARTIES**

The Facilitator will provide the JJEMC members, the Employer and RWDSU with an annual report containing the following information:

- A summary of all reconsideration requests received this year.
- A summary of all reconsideration requests carried forward from the previous year.
- A summary of all decisions.
- Changes to the Rating and Rationales and Job Descriptions.

Signed this <sup>17<sup>th</sup></sup> day of July, 2014.  
Signed on behalf of  
Saskatchewan Association of Health  
Organizations Inc. and the Regina  
Qu'Appelle Health Region

Signed on behalf of  
Retail, Wholesale and Department  
Store Union Bargaining Committee

Justie Mayrus

[Signature]

[Signature]

Richard Gulev

[Signature]

[Signature]

Carlisle Trench

[Signature]

Qui LeBel

B. Hargreaves

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