



COLLECTIVE AGREEMENT

Between

COMMUNITY HEALTH SERVICES
ASSOCIATION (REGINA) LIMITED

And

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1831



REGINA
COMMUNITY
CLINIC

CUPE / *Canadian Union
of Public Employees*

April 1, 2022 - March 31, 2026

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ARTICLE 1 – PREAMBLE

1.01 **Community Health Services Association (Regina) Limited and the Canadian Union of Public Employees, Local 1831 agree that recognizing Indigenous people as traditional stewards of the land is an important part of showing respect for First Nations. We acknowledge that our work takes place on what is referred to as Treaty 4 territory which are the traditional meeting grounds and home to many diverse Indigenous Nations and the homeland of the Métis Nation. Our work will reflect the intention of the Treaties, the intention of peace, friendship and understanding, and that the purpose of this agreement is:**

- a) to promote and maintain harmonious relations between the Employer and the employees through the Union;
- b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, hours of work and wages;
- c) to encourage efficiency and safety in operation; and
- d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- e) AND WHEREAS it is desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 2 – DEFINITIONS

- 2.01 “Casual employee” means an employee who is called in order of seniority to replace a position they are sufficiently qualified to perform. A casual employee may concurrently hold a position as a part-time employee.
- 2.02 “Days” means calendar days unless otherwise stipulated. “Month” means calendar month.
- 2.03 “Emergency situation” means any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgement, have been foreseen by the Employer.
- 2.04 “Employee” means any person for whom the Union is the exclusive bargaining agent as mentioned in Article 5.01 – **Employees Represented**.
- 2.05 “Employer” means Community Health Services Association (Regina) Ltd.

- 2.06 “Executive Director” means the Executive Director of the Community Health Services Association (Regina) Ltd.
- 2.07 “Immediate Family” means spouse, common law spouse, same sex partner, mother, father, brother, sister, son, daughter, step-children, grandparents, grandchildren, aunt, uncle, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law.
- 2.08 “Parental” means maternity, parental and adoption.
- 2.09 “Part-time employee” means any employee who is scheduled to work a permanent number of designated hours which total less than **thirty-six and one-quarter** ($36\frac{1}{4}$) hours per week or seven and one-quarter hours ($7\frac{1}{4}$) per day.
- 2.10 “Full-time employee” means any employee who is permanently scheduled to work **thirty-six and one-quarter** ($36\frac{1}{4}$) hours per week and seven and one-quarter ($7\frac{1}{4}$) hours per day.
- 2.11 “Service” means the period of employment during which seniority remains unbroken.
- 2.12 “Term Employee” means an employee who is in a position for a fixed period of time of **thirty** (30) or more days.
- 2.13 “Union” means the Canadian Union of Public Employees Local 1831, representing the employees of the CHSA (Regina) Ltd. (Regina Community Clinic).

ARTICLE 3 – APPLICATION AND TERM OF AGREEMENT

3.01 Term of Agreement

This agreement applies to all employees and, unless changed by mutual consent of both parties shall be in force and effect on, and after April 1, 2022 up to and including March 31, 2026, and from fiscal year to year thereafter unless notification of desire to amend be given in writing by either party.

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

3.03 Wage Reopener

Should a wage increase for the Saskatchewan Union of Nurses (SUN), **Canadian Union of Public Employees (CUPE)**, or Health Sciences Association of Saskatchewan (HSAS) be negotiated with the **Saskatchewan Association of Health Organizations (SAHO)** during the term of this agreement, notwithstanding the provisions of Article 3.01- **Term of the Agreement**, this agreement may be opened only for the negotiation of the Schedule of Wages as contained in Schedule “A” for those SUN, **CUPE** or HSAS equivalent classifications.

NEW

3.04 New Provisions

Unless stated otherwise, the terms and conditions of the collective agreement become effective thirty (30) days following the ratification by the parties.

ARTICLE 4 RIGHTS OF EMPLOYER

4.01 The Union acknowledges that it is the right of the Employer to manage its operation and to direct the working force. The Employer's rights as set out in this agreement are subject to the terms and intents of the collective agreement.

ARTICLE 5 – UNION RECOGNITION AND NEGOTIATION

5.01 Employees Represented

The Union is the sole collective bargaining agency for all employees of the Employer except the Executive Director, Director of Health Programs & Services, Medical Practitioners, Executive Assistant, **Human Resource Associate, and Finance Manager.**

5.02 Work of Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not fill any positions which are included in the bargaining unit, except in cases mutually agreed upon by the parties hereto.

5.03 Negotiations

The Employer agrees to negotiate with the representative or representatives named by the Union, concerning any matter affecting the relationship between the parties.

5.04 Outside Representatives

Either party has the right during bargaining or the handling of a grievance to have assistance of a representative or representatives who are not employees of the Employer.

5.05 Bargaining Committee

Each of the parties will keep the other party informed as to the names of the members of their respective bargaining committees.

5.06 Information for Bargaining

The Employer shall make available to the Union, on request, data of the Employer required by the Union respecting matters subject to collective bargaining.

5.07 Changes Subject to Negotiation

Changes affecting the interest of employees shall be discussed on request, with the Union. This article does not include any changes where any dispute arising therefrom can be processed as a grievance.

5.08 Time Off for Bargaining

Any Union bargaining committee member in the employ of the Employer shall have the right to attend joint bargaining committee meetings held within working hours without loss of remuneration or other benefits.

5.09 Copies of Agreement

The Employer and Union will ensure that the final, revised collective bargaining agreement is available on the Employer's common drive which is available for all employees to access.

5.10 Organizational Charts & Union Representative

In order to facilitate the operation of this agreement, the Employer shall provide the Union with organizational charts showing supervisory positions in departments in which employees within the aforementioned bargaining unit are employed. The organizational chart shall be provided annually (January 30) or upon revision, to the Union recording secretary and posted on all Union bulletin boards. The Union shall supply the Employer with a list of its representatives and stewards.

ARTICLE 6 – DISCRIMINATION

6.01 No Discrimination

Notwithstanding any other provisions of this contract, the Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employees in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or any terms or conditions of employment, including employee benefits, by reason of age, race, creed, colour, nationality, ancestry, place of origin, disability, political or religious affiliation, political or religious belief or lack thereof, sex (including pregnancy and pregnancy related illness), sexual orientation, marital status, place of residence, family status, record of criminal charges or convictions that are unrelated to the employee's employment or intended employment, or by reason of their membership or activity in the Union, **or any other reason defined in the Saskatchewan Human Rights Code.**

6.02 Harassment Policy

The Union and the Employer recognize the right of employees to work in an environment free of harassment and shall work together to achieve that goal.

Harassment may be related to any of the discriminatory grounds contained in Article 6.01 – **No Discrimination** of this collective agreement and as defined in section 3-1 of the *Saskatchewan Employment Act*. Personal harassment is disrespectful behaviour or misuse of power such as intimidation, coercion and favouritism. Harassment may be verbal, physical, deliberate, unsolicited or unwelcome. Harassment may occur via social media. It may be one incident or a series of incidents. Harassment may include:

- a) verbal abuse or threats, unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, etc.
- b) displaying of pornographic, racist, or other offensive or derogatory pictures;
- c) unwelcome invitations or requests, whether indirect or explicit, or intimidation;
- d) leering, unnecessary physical contact such as touching, patting, pinching;
- e) physical assault;
- f) unwelcome sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature;
- g) for conduct that negatively influences decisions on employment matters, or interferes with job performance, creates an intimidating, hostile or offensive work environment, or constitutes a threat to the health or safety of the worker.

6.03 The Employer shall develop and maintain a harassment policy as required by Part 3 Occupational Health and Safety of the *Saskatchewan Employment Act* as amended from time to time, or any successor regulations relating to harassment.

Please refer to the Employer's Harassment Policy, which was jointly developed and approved by the Union and the Employer.

ARTICLE 7 UNION SECURITY AND DUES CHECKOFF

7.01 Union Membership

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

after the commencement of employment apply for and maintain membership in the Union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues, assessments and initiation fees uniformly required to be paid by the members of the Union.

7.02 Dues Check-Off

Upon the request in writing of an employee, and upon request of the Union, the Employer shall deduct and pay in periodic payments out of the wages due to the employee, to the person designated by the Union to receive the same, the Union dues, assessments and initiation fees of the employee, and the Employer shall furnish to the Union the names of the employees who have given such authority.

7.03 The Union shall advise the Employer in writing of the amounts to be deducted from the employee's wages.

7.04 Remittance of Dues

- a) **The Employer shall deduct the initiation fees, assessments and monthly Union dues from each employee's pay cheque, and all monies deducted shall be remitted to the National Secretary-Treasurer of the Canadian Union of Public Employees by the fifteenth (15th) day of the month, following the month in which the deduction was made. The dues deduction authorization form shall be supplied by the Union.**
- b) **Along with the deductions, the Employer will provide a completed Union dues remittance form, an electronic spreadsheet indicating the pay period covered by the deduction, and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, regular earnings, hours worked, and dues deducted.**
- c) **The Employer will also send a copy of the Union dues remittance form and spreadsheet to the local Union secretary-treasurer.**

7.05 Delay in Remitting

For any period of delay in remitting the sums listed in this article, the Employer will pay the Union interest at the Bank of Canada prime rate plus **two percent (2%)** per month, or pro-rated if less than a month.

7.06 Notice of Staff Changes

The secretary-treasurer of the Union will be **formally** notified of all **Union** staff changes including the names, job classifications and effective dates of all employees appointed, promoted, demoted, and/or separated.

7.07 T-4 Slips for Union Dues

The Employer agrees to record on T-4 slips of employees the Union dues deducted by the Employer for the Union.

7.08 Contact Information

The Employer will provide the Union a list of all of the employees in the bargaining unit, including each employee's name, job title/classification, work site, employment status, nature of leave if applicable, home mailing address and home telephone number.

The Union recognizes the sensitivity of the information being disclosed and undertakes to ensure vigilant management monitoring controls on this information at all times, and, in particular, it undertakes:

- a) not to disclose the information to anyone other than the appropriate Union officials;
- b) not to use, copy or compile the information for any purpose other than that of fulfilling its legal obligation to represent its members;
- c) to ensure that expired or outdated information is appropriately disposed of after updated information is received; and
- d) to ensure that its officials who had access to the information would comply with the above requirements.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the local executive on a quarterly basis in an encrypted or password-protected form.

7.09 Potential Employees

During the interview process, and at the time of offering employment, the Employer will advise potential employees that a Union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Securities and Dues.

7.10 Notification of New Hires

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, casual, or term employee), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

7.11 Regular Staff Meetings

During any staff meeting, the Union will be provided an opportunity to make Union announcements.

7.12 Work Site Access

The representative designated by the Union will be given access to work sites to meet with employees covered by this collective agreement during their meal and other scheduled breaks, whether paid or unpaid.

7.13 Introduction to Union Representative

On commencing employment, a new employee shall be introduced by the appropriate representative of the Employer to the Union steward or other representative designated for that purpose who will provide the new employee with a copy of this agreement.

7.14 Interview by Union Representative

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of **thirty (30)** minutes during the first month of employment for the purposes of acquainting the new employee with the benefits and responsibilities connected with collective bargaining.

7.15 Notice Boards

In keeping with the general furnishings, suitable notice boards for the use of the Union shall be provided by the Employer and located in sufficient and appropriate places easily accessible and conspicuous to the employees concerned.

7.16 Space for Union Business

Adequate secure space to accommodate the maintenance of Union records and space for the conduct of union business will, when possible, be provided by the Employer without cost to the Union.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Definition of a Grievance

A grievance is any difference or dispute between the Employer and any employee(s) or the Union respecting the application or interpretation of this agreement including a difference as to whether or not a dispute or difference is a grievance.

8.02 Notification of Union Grievance Personnel

Each of the parties hereto will keep the other informed of the names of the representative or representatives designated for the purpose of processing grievances.

8.03 Handling Grievances During Working Hours

An employee who feels they have a grievance, a steward, officer or grievance committee member of the Union has the right to secure permission from their immediate supervisor to leave assigned duties for a reasonable period in order to discuss any grievance with the appropriate representative(s) of the Employer and such employee, steward, officer or grievance committee member shall not suffer any loss in pay or other benefits for the time so spent.

NEW

8.04 Elder at Grievance Meetings

During any grievance meeting where an Indigenous grievor is present and at the request of the grievor, an Elder of their choice will be present.

8.05 First Step - Grievance to Immediate Supervisor

Grievances should be addressed as quickly as possible. Accordingly, employees through the Union or the Union itself may, in writing, refer any such grievance to the immediate supervisor concerned. Such grievance shall be submitted within **fourteen (14)** days from the date the employee or Union becomes aware of the aggrieved incident. **The immediate supervisor shall discuss the grievance with the Union within five (5) days of receipt of the grievance.** The steward (Union officer) or grievance committee members may be accompanied by the grievor if the latter so wishes. The immediate supervisor shall give a written decision within five (5) days **following the discussion.**

8.06 If the decision of the immediate supervisor is not acceptable, the difference or dispute shall proceed to the Second Step of the grievance procedure.

8.07 Second Step – Grievance to Executive Director

The steward, officer or grievance committee member may refer the matter to the Executive Director within **fourteen (14)** days of having received the decision of the immediate supervisor. The Executive Director shall discuss the grievance with the Union grievance committee within five (5) days of receipt of the grievance and shall render a decision within five (5) days of the discussions.

8.08 Third Step **Mediation**

Failing agreement under Step 2, the Union or the Employer may refer the grievance to mediation through the Ministry of Labour or another mediator agreed to by both the Union and the Employer.

8.09 Reference to Arbitration

Failing satisfactory settlement of the grievance by **mediation**, the matter may be referred to arbitration by the Union within **fourteen** (14) days. The referral to arbitration shall contain the name or a list of names acceptable to both parties as arbitrator. If the grievance is not referred to arbitration herein provided within **fourteen** (14) days, the grievance shall be deemed to have been settled.

8.10 Procedure When Time Limits Expire

Failure on the part of the immediate supervisor or the Executive Director to reply within the prescribed time limits shall give the Union the right to proceed to the next step.

8.11 Extension of Time by Agreement

- a) The time limits set out above may be extended by the consent of both parties.
- b) It is the desire of both parties to the agreement to resolve grievances in a manner that is just and equitable and it is not the intention of either the Employer or the Union to evade the settlement and disputes on a procedural technicality; however, notwithstanding the foregoing, it is clearly understood that the time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limit, the onus is on the party to show a justifiable reason for this failure to adhere to such limits.

8.12 Investigation

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

8.13 Where a dispute may affect any employee beyond the jurisdiction of the immediate supervisor, Step One of the grievance procedure may be by-passed.

8.14 Copies of Documents

In the event of a grievance or disciplinary action the Employer agrees, to provide the Union with copies of all documents or statements which the Employer intends to use in regard to the specific grievance or disciplinary action. The Union agrees to provide to the Employer, copies of all documents or statements which the Union intends to use in regard to the specific grievance or disciplinary action.

ARTICLE 9 – ARBITRATION

9.01 Appointment of Arbitrator

If the parties cannot agree to an arbitrator within **fourteen** (14) days of the submission to arbitration, either party may request the Minister of Labour Relations and Workplace Safety to appoint an arbitrator.

9.02 Certain Rules and Procedures Applying

The rules and procedures set forth in the *Saskatchewan Employment Act*, shall apply.

9.03 Decision

The Arbitrator shall not have the power to alter any of the terms of this agreement. However, the Arbitrator shall be empowered to amend any disciplinary action taken.

9.04 Arbitration Expenses

The Union and the Employer shall be responsible for the fees and expenses of their respective nominees to an arbitration board. The Union and Employer shall each pay one half (½) of the fee and expenses of the chairperson of the arbitration board.

ARTICLE 10 – PROBATION, SENIORITY AND PERFORMANCE EVALUATIONS

10.01 The Employer is committed to supporting the growth and development of all employees. As part of ongoing performance management, the Employer will communicate performance expectations, provide constructive feedback and support for learning and development to all employees.

10.02 Probationary Period for New Employees

All newly hired full-time employees shall serve a probationary period of four (4) months. All newly hired part-time employees shall serve a probationary period of **six hundred and twenty-eight** (628) hours, but not exceed nine (9) months. All casual employees shall serve a probationary period of **twelve** (12) months **or six hundred and twenty-eight** (628) hours. During the probationary period, an employee is entitled to all rights and benefits of this agreement unless otherwise specified.

10.03 Extension of Probationary Period

The probationary period may be extended by written mutual agreement between the Employer and the Union, on only one occasion, by a maximum of **sixty** (60) working days for full-time employees and **four hundred and thirty-five** (435) hours for part-time employees.

10.04 Extension of Probation Due to Absence from Work

At the discretion of the immediate out-of-scope supervisor, the probationary period of any employee may be extended by the cumulative length of any absence from work for more than five (5) days. The employee and the Union will be notified in writing prior to such extension.

10.05 Where the probationary period is extended pursuant to Article 10.03 – **Extension of Probationary Period** or Article 10.04 – **Extension of Probation Due to Absence from Work**, the circumstances warranting the extension and the concerns of the Employer must be communicated in writing to the employee and the Union.

10.06 Performance Evaluations for Probationary Employees

At the beginning of the probation, employees will be advised of expectations regarding standards of performance, and the Employer will assess performance in order to discuss with the employee their accomplishments and strengths, as well as areas needing improvements.

Performance evaluations shall be completed for all probationary employees approximately halfway through the probationary period and then again just prior to the end of the probationary period. Performance evaluations shall be discussed with and signed by the employee.

10.07 Performance Evaluations Following Probation

Performance evaluations shall be completed annually for all employees. The evaluations shall be recognized as a tool to enhance employee performance and shall be conducted in an environment that is conducive to an open and fair discussion. The evaluations shall not be utilized with regards to any disciplinary matters and any transfer, promotional, vacancy or layoff procedures as outlined in the collective agreement.

10.08 If the Employer decides to terminate the employment of an employee on probation, the employee will be given the reasons for the decision in writing.

10.09 Seniority Date

Bargaining-unit-wide seniority shall accumulate from the time the employee last entered the service of the Employer subject to Article 10.12 – **Loss of Seniority**.

10.10 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the amount of service accumulated. A seniority list updated to the previous December 31 shall be posted once each year in January. A copy or copies of the list shall be posted in a place or places accessible to all employees and shall be open to protest for a period of **thirty** (30) days from date of

posting. On presentation by a Union steward of proof of error, a correction shall be made immediately. A copy or copies shall be sent to the Union recording secretary.

10.11

Seniority Accumulation

Seniority benefits shall be accumulated on the basis of the number of normal hours worked including hours not worked due to:

- a) paid leave of absence including annual and public holidays, vacation, sickness and accident;
- b) any authorized unpaid leave of absence not exceeding **thirty (30) days**;
- c) parental leave;
- d) approved education leave up to one **(1) year**;
- e) unpaid leave of absence compensated by long-term disability payments of up to one **(1) year**;
- f) for employees who work irregular hours, seniority while on leave shall be accumulated on the basis of the average **monthly** hours worked in the last **twelve (12) months** or since date of hire if less than **twelve (12) months**.

10.12

Loss of Seniority

Seniority rights shall be lost only in the event the employee:

- a) is discharged for just cause and is not reinstated;
- b) resigns and does not withdraw their resignation in writing within three **(3)** working days of resignation having been received by the Employer, or the Employer does not accept a later withdrawal of the same;
- c) fails to return to work within **ten (10) days** following a lay-off and after being notified by registered mail to do so, unless through sickness or other good cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address;
- d) is laid off for a period longer than one **(1) year**;
- e) is not called to work or has not worked for a period longer than one **(1) year**, exclusive of approved leaves;
- f) is a casual employee who has not worked in the past **one hundred and eighty (180) days** within the bargaining unit, exclusive of approved leaves;
- g) was hired from outside of the bargaining unit specifically for a term or temporary position and has not obtained any other position during the period

of time equivalent to the term of their temporary or term position following the expiration of that position.

ARTICLE 11 – PROGRESSIVE DISCIPLINE

11.01 No Discipline without Just Cause

The Union acknowledges the right of the Employer to reprimand, suspend, discharge or otherwise discipline an employee for just cause. No employee shall be disciplined or discharged except for just cause.

11.02 Right to Union Representation

In all cases where the Employer considers the employee's conduct warrants disciplinary action, the employee will be afforded the opportunity to have Union representative(s) in attendance.

If an employee specifically requests that Union representation not be present at a meeting between the Employer and the employee, the employee will be requested to sign a statement to that effect. The employee can nevertheless request Union representation at any time thereafter.

NEW

11.03 Elder at Disciplinary Meetings

During any disciplinary meetings where an Indigenous employee is present and at the request of the employee, an Elder of their choice will be present.

11.04 Disciplinary Process

Progressive discipline will be used in dealing with employees whose conduct is not satisfactory. The disciplinary process will be a formal process involving the employee, the Employer and the Union. The following steps are guidelines and based on the severity and/or seriousness of the situation may or may not be followed in sequential order.

a) Investigation Meeting

Where the Employer is investigating any incident(s) that may result in discipline, the employee shall be entitled to Union representation for any investigation meetings. Employees shall be provided twenty-four (24) hours' notice of any such investigation meeting. Upon mutual agreement between the parties, the meeting may occur prior to the twenty-four (24) hours. Employees shall be provided with the subject of the allegations and will be given those details as soon as possible and, in any case, prior to the completion of the investigation. Employees will have the opportunity to respond to any and all allegations prior to the completion of any investigation into that employee's conduct.

b) Disciplinary Meeting

The Employer shall provide a notice to the employee and the Union in advance of a disciplinary meeting setting out the employee's right to Union representation and allowing sufficient time for the employee to obtain Union representation at the meeting. However, in cases where a very serious incident has occurred, advance notice may not be required.

c) Written Reprimand

A written reprimand is a formal letter written to the employee following a disciplinary meeting.

d) Suspension

Suspension is the temporary removal of the employee from the work place. The employee is not paid while on suspension.

e) Dismissal

Dismissal is the permanent termination of employment of the employee.

In cases where the conduct of an employee who has completed the probationary period as per Article 10.02 – **Probationary Period for New Employees** is considered by the Employer to warrant dismissal, the employee shall nevertheless not be dismissed but shall be suspended until the matter has been investigated by the Union. Written reasons, therefore, shall be provided to the employee and the Union for same upon request. The suspension shall become a dismissal if a grievance has not been initiated by the Union within **fourteen (14)** days of the effective date of such suspension, unless otherwise agreed.

11.05

Disciplinary Documentation

When an employee is reprimanded, suspended or dismissed, the Employer shall advise the employee, in writing, of the reason(s) for the action taken at the time such discipline is imposed.

If the employee concerned wishes to respond, they may do so in writing within seven (7) days and such response shall become part of the documentation.

Any written disciplinary documentation and all employee responses will also be copied to the Union.

11.06 Limitation on Use of Record

Written documentation of disciplinary action, including any adverse reports, shall be removed from the employee's personnel file after two (2) years, or after three (3) years in the event of a suspension, provided there has been no further documented events of the same or similar nature during that two (2) or three (3) year period and shall not be used against an employee following such removal.

11.07 Employee Files

Upon prior arrangements with administration and under the supervision of management staff, an employee may examine their record and receive from the Employer copies of any material therein with the exception of any documentation related to pre-employment reference checks.

11.08 Burden of Proof

The burden of proof that an employee is being or was reprimanded, suspended or dismissed for just cause shall rest with the Employer.

11.09 Reinstatement

An employee who has been unjustly suspended or dismissed shall be immediately reinstated in their former position with all rights and benefits enjoyed prior to such suspension or dismissal. They shall be compensated for all time lost, calculated on the basis of their normal earnings during the pay period next preceding such suspension or dismissal, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of any Arbitrator to whom the matter is referred. Any monies earned by the employee during a period of suspension or dismissal shall not be deducted from the award made under this article.

ARTICLE 12 PROMOTIONS AND STAFF CHANGES

12.01 Vacancy Postings and Creation of Full-Time Employment

All vacancies shall be promptly and conspicuously posted in a place or places readily accessible to all employees for at least seven (7) days unless the Employer and the Union agree to a longer or shorter period. Each posting shall set forth the job classification or title, the job description, and the applicable wage rate or range. Copies of all such postings shall be supplied to the Union's recording secretary. **Unless mutually agreed to between the parties, all new positions and vacancies shall be posted internally prior to being posted outside of the organization.**

When it comes to a part-time position becoming vacant, the parties agree to the principle of full-time employment and therefore agree to decide on an individual case by case basis the value of making a full-time position from a part-time position.

Filling Vacancies

- a) Wherever possible, **in-scope** vacancies shall be filled by employees of the Employer.
- b) New positions or vacancies shall be filled on the basis of seniority, qualifications being sufficient to perform the duties of the position to be filled.
- c) Vacant positions may be filled for a temporary basis to a period of four (4) weeks, which may be extended to six (6) weeks by mutual agreement between the parties.
- d) Employees who have been replacing in a position on a temporary basis within the past three (3) years and have a minimum **six hundred** (600) hours shall be deemed to have the required qualifications and sufficient ability for the position. In this event, the employee shall take the training required to meet the educational requirements as specified in the job description. The Employer will pay for all tuition, course fees and required books and equipment. Said employee must successfully meet the educational requirements within a reasonable time as determined by the Executive Director.
- e) Employees shall be entitled to bid for a new or vacant position by means of a written application made within seven (7) days of the date on which a new or vacant position is posted. There shall be no standing applications left on file.
- f) An employee selected from the posting procedure shall commence the job within **thirty** (30) days after closing date of the posting unless mutually agreed otherwise.
- g) Upon the awarding of a position, it shall be confirmed in writing by a letter of appointment to the employee, a copy of which shall be provided to the Union.
- h) If there are no suitable applicants for the job posted, the Employer reserves the right to hire external applicants.

Trial Period on Promotion or Transfer

Promoted or transferred employees shall be allowed a trial period of **fourty-two** (42) working days; in case of part-time employees, **three hundred and four and one-half** (304 ½) hours worked. The employee who returns or is returned to the position formerly occupied shall not lose seniority.

12.04 Transfer Due to Disability

Whenever by reason of disability an employee is incapable of performing the work in which the employee is engaged, the employee may be transferred to other employment to which the employee is better suited provided, however, that other work is available, subject to Article 12 – **Promotions and Staff Changes** and Article 13 – **Lay-Offs, Recalls**.

12.05 Salary on Promotion

The salary of an employee promoted to a higher paid classification shall be advanced to that step in the scale which is next higher than their current salary rate or to the step which is next higher again if the salary increase which would result from the advance of a single step is less than the employee's normal annual increment.

12.06 Temporary Assignment on a Higher Paid Position

- a) When an employee, upon written authorization from the Employer, temporarily relieves in a higher paying position, their salary shall be adjusted as stipulated in Article 12.05 – **Salary on Promotion**.
- b) When an employee, upon written authorization from the Employer, temporarily relieves in a higher paying position outside the bargaining unit, they shall receive an increase of **twenty percent (20%)** above their own rate. The employee shall be deemed to be covered by this collective agreement during any period of temporary assignment to a position outside the scope of this agreement.

12.07 Temporary Assignment to a Lower Paid Position

An employee required to assume, temporarily, duties of a lower paid position shall continue to receive that rate of pay applicable to the employee's classification immediately prior to such assignment and shall receive any increment due during the period of temporary assignment.

12.08 Premium Pay

When replacement by casual employees is not possible or is deemed unnecessary as per **Article 14.03 a)**, the employee performing duties in addition to their normal workload shall receive a premium of 1.5 times their rate of pay for the time worked under these conditions. The employee may choose to take this as time in lieu or be provided as monetary compensation.

- 12.09 Employees in term or temporary positions shall revert to their former status (hours, days), except that if the position has been abolished, then Articles 13.01 – **Lay-Offs** and 13.02 - **Recalls** shall govern, at the termination of such position. Employees who have been hired from outside of the bargaining unit specifically for a term or temporary position shall not have bumping rights based on this term or temporary position, but shall retain seniority for a period equivalent to their temporary assignment for the purpose of accessing vacancies.

ARTICLE 13 LAY-OFFS, RECALLS

13.01 Lay-Offs

When reducing staff, senior employees shall be retained, provided they are qualified to do the work. Any reduction of hours of a full-time or part-time position shall constitute a lay-off.

13.02 Recalls

Employees laid off in accordance with Article 13.01 – **Lay-Offs** shall be returned to work in positions for which they are qualified in order of seniority.

13.03 Notice of Lay-Off and Termination

- a) Unless otherwise mutually agreed by the Employer and the Union, the Employer shall in writing notify an employee, other than a probationary employee, who is to be laid-off at least **thirty** (30) days before the lay-off is to be effective. An employee with more than five (**5**) years service shall be entitled to **fourty-five** (45) days notice. An employee with more than **ten** (10) years service shall be entitled to **sixty** (60) days notice.

Employees who have been provided with a layoff notice shall meet with the Union and Employer within one (**1**) week. They shall be provided with all information needed to make an informed decision on their rights. They shall have one (**1**) week from the meeting date to notify the Employer and the Union in writing of the position into which they intend to bump or if they are accepting the layoff at the end of the layoff notice. A probationary employee shall be given at least seven (**7**) days such notice.

If the employee laid off has not been given the opportunity by the Employer to work during all or part of the period of notice of lay-off, the employee shall be paid in lieu of work for that part of the notice period during which work was not made available.

- b) Each permanent employee shall be required to give **thirty** (30) days written notice of their intention to terminate their employment with the Employer. This notice excludes any vacation or over-time credits available to the employee. Probationary employees shall be obliged to give one (**1**) week's written notice of intention to terminate employment.

- c) An employee who has been notified their hours of work are to be reduced:
- i) may accept the reduced hours in the position as a layoff and await recall;
 - ii) may displace any less senior employee whose position they are qualified to perform, the hours of which most closely approximate the hours of the position from which the employee is laid off, but no displacement shall be less than three (3) hours;
 - iii) may displace more than one (1) less senior employee whose position they are qualified to perform, if that is necessary to retain their hours or a close approximation thereof; however, no displacement shall be for less than **three (3) hours**;
 - iv) if hired after August 21, 2002, may displace a less senior employee from part of their position in order to maintain the laid-off employee's hours or a close approximation thereof, but may not displace part of a full-time position;
 - v) if hired before August 21, 2002, may displace a less senior employee from part of their position in order to maintain the laid-off employee's hours or a close approximation thereof.

ARTICLE 14 – HOURS OF WORK

14.01 Normal Hours

The normal hours of work shall be seven and one-quarter per day (7 ¼) and **thirty-six and one-quarter (36¼)** per week. The work week shall be five (5) consecutive days with two (2) consecutive days of rest with daily hours scheduled in accordance with the requirements of the Employer.

14.02 Posting Work Schedules

Work schedules shall be posted electronically for all employees seven days in advance. Deviation from the posted schedule shall be only by mutual consent with the employee affected. If there is no mutual agreement, the employee will work the scheduled day or days off and receive their regular rate of pay and overtime pay as defined in Articles 14.01 – **Normal Hours** and 14.06 – **Overtime Pay**. For employees who are called in specifically to replace employees who are temporarily absent, their schedules may be changed or cancelled up to **twenty-four (24) hours** in advance, not including weekend. Cancellation of casuals for Monday must be done no later than clinic closure on Friday.

Casual Hours – Offer/Assignment, Availability and Limits for Acceptance

- a) At the discretion of the immediate out-of-scope supervisor or designate, when an employee is absent, the immediate out-of-scope supervisor or designate may arrange for a replacement.
- b) Replacement shifts shall be offered/assigned in the following order based on seniority:
 - i. Replace absent employee with an employee from the same classification;
 - ii. Replace absent employee with an employee from another classification who is qualified to fulfill the duties or partial duties.
 - iii. Where no replacement is possible, management may deploy staff as required to ensure proper workflow.

c) Availability

- i. The employee shall identify their availability for casual work in **Payworks**. All casual work will be offered/assigned based on the information provided by the employee. The Union shall have access to **their availability** upon request.
- ii. Employees are responsible to amend their availability for casual work, if needed:
 - **Monthly. Must be submitted one (1) month prior to the month being worked (i.e., March 1 for the April schedule).**

and/or

- When they accept a part-time or temporary position that affects their availability.

and/or

- By mutual agreement between the Employer and the employee. Such agreement shall not be unreasonably withheld.

d) Offer/Assignment

- i. Casual work that becomes available within seven (7) days will be offered to employees on the casual list in order of seniority. **For shifts commencing within the following twenty-four (24) hours, require immediate personal response. For all other offers, employees are required to respond within two (2) hours of the offer.** If there is no response to a call offering a shift **as per above**, or the employee declines the shift, the shift will be offered to the next senior employee on the list. All such calls will be documented and the Union shall have access to the call record.

- ii. An employee may decline no more than **fifteen (15)** opportunities in a twelve (12) month period. Should an employee fail to accept the casual shift that has been offered in accordance with their availability **in Payworks** without good and sufficient reason, the Employer, the employee and the Union shall meet to discuss a resolution to the situation which may include removal from the casual list.
- iii. Casual work that becomes available outside of seven (7) days shall be assigned to employees on the casual list in order of seniority based on their availability. The Employer shall notify the employee of the assigned shifts as soon as possible and the employee will work the assigned shifts subject to approved leaves.
- iv. **Where the most senior employee is not scheduled for a shift due to an error, such employee has fourteen (14) days from the date of posting the schedule to notify the immediate out-of-scope supervisor to rectify the error.**
- e) If an employee has not worked in a casual position for **one hundred and eighty (180)** days, exclusive of approved leaves, they may be removed from the casual position.

14.04 Reporting Pay Guarantee

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

14.05 Assignment of Overtime

Overtime must have the prior approval of the Executive Director or their designate with the exception that overtime approval shall not be needed in the case of urgent necessity and patient care. Employees will not be required to work such overtime against their wishes when other qualified employees are willing to perform the required work. Overtime shall be assigned to the senior and willing employee presently at work who is qualified to work in the position. In cases where all qualified employees by seniority have refused the overtime, the junior qualified employee shall be mandated to work the overtime.

Urgent necessity is defined as any care or work on behalf of a patient that cannot be deferred as it would create hardship for the patient.

Patient care is defined as any action that contributes to the patients' health care, including ensuring clinical notes are completed for the patient's file.

14.06 Overtime Pay

All hours worked in excess of seven and one-quarter (7¼) hours per day shall be paid at the rate of one and one-half times (1½) the regular rate of pay for the first three (3) consecutive overtime hours and two (2) times the regular rate of pay for hours worked in excess of three (3) consecutive overtime hours in that day.

14.07 Overtime for Hours Worked on Saturday and Sunday

Employees required to work on a Saturday or Sunday shall receive double their regular rate of pay for all hours worked, unless Saturday or Sunday is their regularly scheduled working day.

14.08 Time Off in Lieu of Overtime

By mutual consent between the Employer and the employee, the employee may take time off, calculated at the appropriate overtime rate, in lieu of overtime pay.

The value of an employee's accumulated time off in lieu will be calculated as at the first pay period of each year and paid out to the employee by January 31 of that year, except that an employee may request in writing to carry over a maximum of **ten (10)** days to the next calendar year. Such request will not be unreasonably denied.

14.09 Overtime Meal Allowance

When employees work overtime in excess of one (1) hour of their normal quitting time, the Employer shall provide a suitable meal or an allowance equivalent to Government of Saskatchewan rates.

14.10 Rest Periods

All employees shall be permitted a **fifteen (15)** minute rest period to be taken during each half of the daily shift.

14.11 Split Shift

Split shifts will not be worked unless agreed to by both parties to this agreement. A split shift means a shift split by more than one (1) hour.

14.12 Staff Meetings

All compulsory staff meetings outside regular working hours shall be paid for at the rate of time and one-half (1½).

14.13 Day Before Christmas and New Year's Day

On the last working day before Christmas and New Year's Day, the clinic will **operate at reduced capacity** with a skeleton staff (to be determined by the Medical Coordinator, supervisor and Executive Director) who shall work 8:30 a.m. 12:00 p.m., with the following exceptions: Medical Records, Reception and Lab staff will start

their regular starting time and X-ray staff will start at 9:00 a.m. Any employee working beyond 12:00 p.m. shall be paid at the rate of two (2) times their regular rate of pay. The employees required to work shall receive paid time **for the hours worked in addition to their regular time off**. The skeleton staff shall be determined according to the principles of seniority.

14.14 Call-Back

Call-backs shall only occur in emergency situations. An employee who is called back to work after having completed the regular work schedule and having left the Employer's premises shall be paid for a minimum of two (2) hours at the rate of double time, provided that if such employee is called back a second time within two (2) hours of the original call-back, the employee shall not be paid an additional such amount for the second call-back but they shall be paid an amount which, including such minimum, is not less than the total hours worked on call-back times the applicable overtime rates.

14.15 Transportation, Deliveries and Pick-ups

Where an employee is called back to work during unscheduled hours or is required to make deliveries or pick-ups, the employee shall use the transportation provided by the Employer. However, where the employees are authorized to use their own vehicle, they shall be paid **five dollars (\$5)** per round trip or the current Government of Saskatchewan mileage rate, whichever is greater. In the event an employee is in an accident while performing their duties, the Employer shall cover the cost of the deductible.

NEW
14.16

Job Share – Definitions

- a) **“Job Share” means the sharing of a full-time employee’s position with another employee.**
- b) **“Initiator” means the employee who held the full-time position prior to the job share.**
- c) **“Job Sharer” means the other employee sharing the full-time position.**

NEW
14.17

Job Share Initiation and Approval

A full-time employee who voluntarily wishes to job share shall submit a written request to the employee’s immediate supervisor and notification to the Union identifying the percentage (%) of hours the full-time employee would retain and the percentage (%) of hours that would be awarded to the job sharer.

If the Employer and Union are in agreement to proceed with a job share arrangement, the Job Sharer portion of the job share shall be posted and filled in accordance with Article 12.01 – Vacancy Postings and Creation of Full-Time Employment and filled in accordance with Article 12.02 – Filling Vacancies.

NEW
14.18

Job Share Agreement

Upon awarding the temporary vacancy to the job sharer a Job Share Agreement shall be signed by the Employer, Union, initiator and job sharer. The Job Share Agreement shall include:

- Names of the Initiator and Job Sharer
- Job Classification
- Hours of work for the Initiator
- Hours of work for the Job Sharer
- Duration of the Job Share Agreement – minimum of six (6) months to a maximum of two (2) years

At any time prior to the expiry date, by providing thirty (30) days written notice to all the other parties, the Job Share Agreement shall be terminated.

NEW
14.19

Renewal of a Job Share

The parties will review the Job Share two (2) months prior to the expiry of the Job Share Agreement. If the initiator, Employer and Union are in agreement to proceed with a subsequent job share agreement, the Job Sharer portion of the job share shall again be posted and filled in accordance with Article 12.01 – Vacancy Postings and Creation of Full-Time Employment and filled in accordance with Article 12.02 – Filling Vacancies.

The parties will enter into a new Job Share Agreement in accordance with Article 14.18 – Job Share Agreement.

NEW
14.20

Terms and Conditions of a Job Share

- a) The Initiator and the Job Sharer's hours of work will be set out in the Job Share Agreement.
- b) When one of the employees in a Job Share Agreement is absent (sick leave, vacation, leave of absence, etc.) and, at the discretion of the immediate out-of-scope supervisor or designate, a replacement is required, the other employee in that Job Share arrangement will be given first opportunity to work the replacement hours. If the other employee in that Job Share arrangement is not willing or able to work the replacement hours, arrangements for a replacement will be made in accordance with Article 14.03 – Casual Hours – Offers/Assignment, Availability and Limits for Acceptance.
- c) All benefits including seniority, will accrue and be utilized in accordance with this collective agreement.

- d) At the expiry or termination of a Job Share Agreement the Initiator will revert back to be a full-time employee; and the Job Sharer will revert back, as applicable, to the position or employment status held prior to job share arrangement. If the Job Sharer was not employed by CHSA prior to the job share arrangement, the Job Sharer shall become a casual employee.

NEW

14.21

Flex Hours

Flex Hours (Flex Time) are an option for varying an employee's shift start and end time while providing full clinic coverage during core hours. The core hours of CHSA (Regina) Ltd., are Monday to Friday, 7:45 a.m. to 5:30 p.m. and flex time must fall within those hours.

Time in Lieu is the time off that an employee takes from their regularly scheduled hours to compensate for working hours beyond their regular hours (e.g. seven and one-quarter (7¼) hours) from time to time.

Time in Lieu Bank is a record in Payworks of the accumulated hours that a staff member has worked and not taken off yet from their regular hours.

Application:

- a) Arrangement for flexible hours/time in lieu will be by mutual agreement between the employee and Executive Director or designate and the conditions of the flexible hours will be clearly delineated.
- b) Accumulation of time in lieu hours and the use of those hours must have the prior approval of the Executive Director or designate, and cannot contravene any article or Letter of Understanding in the collective agreement or any CHSA Policy (e.g. conflict of interest).
- c) Employees will record time in lieu electronically in the pay period it was accrued.
- d) Flex time/time in lieu is not meant to be used to make permanent changes to the employee's hours of work or work schedules. It is to be used within five (5) days of accrual (preferably on the same day the time is accrued) or placed in the time in lieu bank and taken as soon as is mutually agreeable.
- e) Flex time/time in lieu is not meant to accumulate additional vacation days but may be used to supplement vacation time upon approval by the Executive Director or designate.

ARTICLE 15 – HOLIDAYS

15.01 Holidays

The following days, or where any one of such days falls on an employee's day off, the next day or a mutually agreed day shall be observed as holidays without loss of pay:

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

or any other days proclaimed by the Federal or Provincial government.

If any of the above holidays falls on a Saturday, Friday will be designated as the day off in lieu. If any of the above holidays falls on a Sunday, Monday will be designated as the day off in lieu.

15.02 Holidays on Regular Days Off

Where a holiday or holidays fall on a regular or scheduled day off for a specific position or during the employee's annual vacation period, the employee in that position shall receive an additional day or additional days of pay or another day or days off with pay in lieu. If possible, such day or days off shall run continuously with the employee's regular day of rest or with their annual vacation, according to the employee's preference.

15.03 Pay for Work on Holidays

An employee required to work or be at the disposal of the Employer on any of the aforementioned holidays in Article 15.01 - **Holidays** shall receive, in addition to a day's pay at the employee's regular rate of pay:

- a) time and one-half the employee's regular rate for all time worked on the holiday; or
- b) time off equal to one and one-half (1½) times the hours so worked within **ninety** (90) days of the holiday, such time to be scheduled days off wherever possible.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 General Leave of Absence

Upon written application, leave of absence without pay shall be granted for good and sufficient reason for up to one (1) year, subject to the reasonable requirements of CHSA.

- a) All requests for leave of absence **for more than thirty (30) days**, must be submitted in writing to the immediate out-of-scope supervisor with a copy to the Union and shall include the commencement date and the length of the leave requested, at least **fourty (40) days** in advance of commencement of the leave. The immediate out-of-scope supervisor shall respond to all requests for a general leave of absence within **fourteen (14) days** of the request, in writing with a copy of the response forwarded to the Union.
- b) Any request for an extension must be provided by the employee to the immediate out-of-scope supervisor **fourty (40) days prior to the official return date**, with a copy to the Union. **The immediate out-of-scope supervisor shall respond to all requests for an extension of general leave of absence within fourteen (14) days of the request, in writing with a copy of the response forwarded to the Union.**
- c) **Requests for unpaid leave of absence for less than thirty (30) days, must be submitted in Payworks with as much notice as possible. The Employer shall respond to the request prior to the requested date(s).**
- d) **An employee who has one (1) or more, but less than ten (10) years of service may obtain up to five (5) days of leave of absence without pay annually without providing reason. Upon request, additional days may be granted at the discretion of the immediate out-of-scope supervisor.**
- e) **An employee who has ten (10) or more but less than twenty (20) years of service may obtain up to seven (7) days of leave of absence without pay annually without providing a reason. Upon request, additional days may be granted at the discretion of the immediate out-of-scope supervisor.**
- f) **An employee who has twenty (20) or more years of service may obtain up to twelve (12) days of leave of absence without pay annually without providing a reason. Upon request, additional days may be granted at the discretion of the immediate out-of-scope supervisor.**

16.02 Education Leave

Upon written application, educational leave of absence without pay shall be granted for a period of up to one (1) year, subject to the reasonable requirements of CHSA and the Employer pre-approving the educational program request. All requests for educational leave of absence must be submitted in writing to the immediate out-of-scope supervisor with a copy to the Union, and shall include the commencement

date and the length of the leave requested, at least **fourty** (40) days in advance of commencement of the leave.

The immediate out-of-scope supervisor shall respond to all requests for educational leave within **fourteen** (14) days of the request, in writing, with a copy of the response forwarded to the Union.

Upon returning from leave, the employee shall provide verification of the use of the approved educational leave.

Extension to periods of educational leave may be granted by the immediate out-of-scope supervisor upon receipt of a written request from the employee with a copy to the Union.

16.03 Leave for Union Business

If the regular operation of the clinic permits, up to four (4) employees shall be granted leave of absence without pay for a period of up to fourteen (14) days to attend to business related to Union affairs. The Union shall request such leave at least seven (7) days in advance unless the parties mutually agree upon a shorter period of notice. Employees on Union leave will continue to accrue all benefits of this agreement, including sick leave, vacation, and seniority. The Employer shall compensate employees on this leave as though they were at work and the Union will reimburse the Employer for all wages and benefits paid during the leave.

16.04 Leave for Full-time Union Work or Public Office

- a) One (1) employee who is selected or elected for a full-time position with the Union or any labour body with which the Union is affiliated shall be granted an unpaid leave of absence without loss of seniority accumulation for **three hundred and sixty-five** (365) days. Such leave may be renewed each year during term of office.
- b) An employee who runs for public office shall be granted unpaid leave of absence while running for public office and, if elected, while holding that office. During the first term of office, such leave of absence shall be with seniority accumulation. Thereafter such leave of absence shall be with maintenance of seniority, provided, however, that seniority shall be exercised only when there is a position open for which the employee is qualified.

16.05 Compassionate Leave

An employee shall, without discrimination, be granted:

- a) Up to three (3) working days leave with pay and, with approval of the immediate out-of-scope supervisor, up to five (5) working days leave, including travel, with pay from scheduled work occurring between the date of death and two days after the funeral or memorial service in the event of death in the immediate family, or their spouse's immediate family, or where there is

no funeral or memorial service, the period of absence from the workplace for the purposes of compassionate leave shall be within **ten (10)** days of the date of death.

- b) Notwithstanding the aforementioned clause, additional time may be granted by the immediate out-of-scope supervisor for personal emergency reasons.
- c) **One (1) day off with pay where an employee is required to perform functions at a funeral.**
- d) **A leave of absence without pay to attend the funeral of other than a member of immediate family or spouse's immediate family.**

16.06 Special Leave Without Pay

Reasonable leave of absence without pay and without discrimination shall be granted to any employee:

- a) To attend the wedding of an immediate family member;
- b) To move, once per year;
- c) **Attend cultural athletic, and/or religious activities at which the employee's presence is required.**

16.07 Citizenship Leave

An employee shall be granted one-half (½) day with pay to:

- a) **Attend the swearing in ceremonies of new Canadians involving self, spouse, sons, daughters, or parents.**
- b) **Write the examination required to become a Canadian citizen.**
- c) **Process their Canadian citizenship application required to become a Canadian citizen.**

Additional leave without pay may be granted.

16.08 Interpersonal Violence Leave

The parties recognize that employees sometimes face situations of interpersonal violence in their personal life. Upon notification to the Employer, employees shall be entitled to a paid leave for a maximum of five (5) days and an unpaid leave for a maximum of a further five (5) days **in a period of fifty-two (52) weeks** for Interpersonal Violence Leave as provided for in the Interpersonal Violence Leave in the *Saskatchewan Employment Act* (SEA), Section 2- 56.1. These days may be taken intermittently or consecutively.

Employees will ensure the Employer is notified as soon as possible as to the expected duration of the leave. Upon written notification to the Employer, an employee may request time off in lieu or vacation to maintain income while on the unpaid portion of the leave. After ten (10) days, an employee may request to use other applicable leave provisions as per the collective agreement.

The Employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause.

16.09 Jury Duty

When an employee is subpoenaed for jury duty or as a court witness, such employee shall receive leave with pay while so serving. The employee agrees to pay over any indemnity paid by the courts to the Employer.

16.10 Parental Leave (Maternity, Parental, Adoption)

- a) All permanent employees who provide four (4) weeks' notice to the Employer shall be entitled up to eighteen (18) months of parental leave.
- b) The Employer shall pay **ninety-five percent (95%)** of the employee's normal salary to a maximum of **one thousand five hundred dollars (\$1,500)** for the first two (2) weeks of such leave.
- c) Where an employee is in receipt of Employment Insurance benefits while on parental leave, the Employer shall pay the difference between the employee's Employment Insurance benefit and **ninety-five percent (95%)** of the employee's normal salary to a maximum of **one thousand five hundred dollars (\$1,500)** for the second (2nd), third (3rd) and fourth (4th) weeks of such leave, less any other earning the employee may have during that period of time. During this time period, employees will continue to receive benefits and contribute to the pension plan as per Articles 26.04 - Pension Plan and 26.05 - Group Benefits Plan.

After the four (4) weeks, employees shall have the option to continue their benefits and pension contributions and will be responsible for paying both the employee and Employer portions of the premiums.

- d) Notwithstanding subsection c), an employee who has not completed sufficient weeks of employment to qualify for employment insurance or who has exhausted their employment insurance benefits is entitled to receive the benefits described in that subsection.
- e) The employee may provide the benefit stub received from employment insurance as proof they are in receipt of employment insurance benefits.
- f) The Employer may waive the requirement for four (4) weeks' notice under subsection a) in extenuating circumstances.

- g) An employee shall be entitled to one (1) extension of said leave. However, the entire length of the leave shall not exceed eighteen (18) months.

16.11 Leave for Birth or Adoption of Child

An employee who is **expecting the birth or adoption of a child, and does not take parental leave, shall be entitled to three (3) days with pay, provided they present a medical certificate confirming the probable date of birth, or in the case of adoption, gives the Employer notice of the possibility upon determination of eligibility. Written notification shall be submitted thirty (30) days in advance of the leave and shall specify the probable date of commencement and the length of the leave.**

16.12 Right to Use Sick Leave or Vacation Credits

An employee may choose to use their vacation entitlements while on parental leave.

Sick leave while on maternity leave for valid health related reasons related to pregnancy and substantiated by a medical certificate shall be granted for the actual period of illness.

16.13 Substitute Work

A pregnant employee whose doctor determines that they are unable to perform their regular duties but who is able and willing to perform other available work shall, where possible, without affecting the rights of other employees be permitted, instead of taking maternity leave, to perform such other work during the period of maternity.

NEW
16.14

Civic Duty

Employees shall be allowed three (3) consecutive hours for the purpose of casting their vote during the polling hours or any federal, provincial, municipal, First Nation or other Indigenous election or referendum. If this requires time off at work, leave must be requested by the employee and arranged with the appropriate Director at least two (2) weeks prior to the election or referendum. This time off will be without loss of pay.

NEW
16.15

Pressing Necessity

An employee shall be granted up to three (3) days leave with pay per calendar year for pressing necessity. Pressing necessity shall be defined as a sudden or unusual occurrence, such as events considered acts of God that could not, by the exercise of reasonable judgement, have been foreseen by the employee and which requires the immediate attention of the employee. Examples of a pressing necessity include, but are not limited to, the following:

- **Weather-related road closures or natural disasters**
- **Employee or members of the immediate family accident**
- **Members of the immediate family illness or injury requiring the employee to attend; and**
- **Home or family emergencies where the employee is most reasonable to attend to.**

Additional days without pay may be granted in pressing necessity situations.

16.16 Return from Leave

Upon return from a leave of absence, an employee shall be reinstated in the position and status occupied when the leave was granted, except that if the position has been abolished in the meantime, Articles 13.01 – **Lay-Offs** and 13.02 - **Recalls** shall govern.

Employees who are on leave shall give **fourty** (40) days written notice of their intention to return or to terminate employment, unless otherwise mutually agreed to by the Employer and the employee. The notice shall be in written form and be directed to the immediate out-of-scope supervisor with one (1) copy to the Union. An employee's failure to give required written notice may be grounds for dismissal.

16.17 Maintenance of Benefit Plans

- a) In the case of parental leave only, the Employer will pay the Employer's share of pension contributions for the first **ninety** (90) days of leave.
- b) While on approved leave without pay for more than **thirty** (30) days, an employee may continue their Group Benefits Plan **as per Article 26.05 – Group Benefits Plan** for a maximum of one (1) year. Premiums shall be the responsibility of the employee. In the case of parental leave only, the Employer will pay the group life and accidental death and dismemberment portion of the group insurance premiums for a maximum of one (1) year.

ARTICLE 17 – ANNUAL VACATIONS

17.01 Definitions

- a) Vacation year to be January 1 to December 31 (calendar year).
- b) "Service" means the period during which seniority remains unbroken.
- c) **Vacation to be prorated based on FTE.**

17.02

Vacation Time Credits

During the first (1st) year of service the employee will accumulate one and one-quarter (1¼) days vacation time credits for each completed month of service.

During the second (2nd) year 1-5/12 days per month: **seventeen** (17) days per year.

During the third (3rd) year 1-2/3 days per month: **twenty** (20) days per year.

During the fourth (4th) year 1-3/4 days per month: **twenty-one** (21) days per year.

During the fifth (5th) year 1-5/6 days per month: **twenty-two** (22) days per year.

During the sixth (6th) year 1-11/12 days per month: **twenty-three** (23) days per year.

During the seventh (7th) year 2 days per month: **twenty-four** (24) days per year.

During the eighth (8th) year 2-1/12 days per month: **twenty-five** (25) days per year.

During the ninth (9th) year 2-1/6 days per month: **twenty-six** (26) days per year.

During the tenth (10th) year 2¼ days per month: **twenty-seven** (27) days per year.

During the eleventh (11th) year 2-1/3 days per month: **twenty-eight** (28) days per year.

During the twelfth (12th) year 2-5/12 days per month: **twenty-nine** (29) days per year.

During the thirteenth (13th) year 2½ days per month: **thirty** (30) days per year.

During the fourteenth (14th) year 2-7/12 days per month: **thirty-one** (31) days per year.

17.03

Vacation Pay

A full-time regular employee shall be entitled to vacation pay based on their current rate of pay immediately preceding their vacation period. With respect to each week of vacation to which they are entitled, **part-time and casual employees** shall be entitled to vacation pay based on their vacation credits according to the above Article 17.02 – **Vacation Time Credits**.

17.04

Vacation Carry-Over

- a) An employee's vacation entitlement shall be taken annually. All unused vacation at the end of December 31 will be paid out by January 31, except that an employee may request in writing to carry over a maximum of five (5) vacation days to the next calendar year. Such request will not be unreasonably denied.

- b) In the event of a planned extended holiday, an employee may request, in writing, approval from the Executive Director or designate to carry forward up to one (1) year's vacation entitlement to be taken along with the next year's vacation entitlement.

17.05 Vacation Pay on Termination

An employee whose employment is terminated shall be entitled to vacation pay in lieu of any vacation not taken.

17.06 Sick Leave or Compassionate Leave During Vacation

Where an employee or family member becomes ill or requires compassionate leave during vacation, time equal to their period of illness, hospitalization or compassionate leave shall be retained for use at a later date or, with the Employer's consent, it may be added to the vacation period. Sick leave or compassionate leave under this **article** shall not exceed the entitlements provided in **Article 24.04 – Leave for Illness in Family** and **Article 16.05 – Compassionate Leave**. Employees, if required, will furnish a physician's report of illness or furnish evidence of the reason for compassionate leave. Employees who accompany family members on routine visits to physicians or other medical practitioners during their period of vacation cannot retain this time for use at a later date.

For this section only, family means spouse, common-law spouse, same sex partner, children, step-children, parents, grandparents and grandchildren.

17.07 Vacation Pay Time

Employees shall be entitled upon written request to receive vacation pay at least one (1) week in advance of taking said vacation.

17.08 Time for Vacations

Subject to **Article 17.09 – Vacation Schedule**, vacation may be taken at any time during the vacation year, subject to the reasonable requirements of CHSA.

17.09 Vacation Schedule

In case of conflict within a department, annual vacation shall be arranged on the basis of seniority.

17.10 Posting Vacation Credits

Employees will have electronic access to vacation accrual information.

17.11 Posting Vacation Schedules

Employees will submit written requests for vacation during the months of April through to September prior to February 28 and for vacation during the months of

October through March prior to August 31. This shall not preclude employees requesting vacation throughout the vacation year providing their request does not interfere with predetermined vacation based on seniority and providing that their request is made a minimum of two (2) weeks in advance if the time request is greater than five (5) days. Employees shall provide three (3) weeks notice to the Employer of cancellation of a scheduled vacation. If there is less than three (3) weeks notice, cancellation of a scheduled vacation shall only be mutual consent between the employee and the Employer. The Employer shall post a vacation schedule for each department in an expedient manner after all vacation requests have been submitted.

The Employer shall confirm in writing, to the employee, the granting of their request within seven (7) days.

17.12 Continuity of Vacation

An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer.

17.13 Taking Unearned Vacation

- a) On January 1 of each year all employees will be credited with their anticipated vacation credits for that calendar year. As vacation credits are used they will be debited from the total.
- b) An employee who resigns or whose employment is terminated, will be required to reimburse the clinic for any vacation already taken that exceeds their entitlement to the day of termination.

17.14 Vacation Credits During Parental Leave

Employees on parental leave shall accumulate vacation credits during the first **thirty** (30) days of the leave.

17.15 Vacation Credits During Long-Term Disability

Employees on long-term disability shall not accumulate vacation credits.

ARTICLE 18 -- PAYMENT OF WAGES

18.01 The salary scale applicable to employees shall be as set out hereinafter in Schedule "A".

18.02 Frequency of Wage Payment

Employees shall be paid bi-weekly by direct deposit.

18.03 Statement of Earnings

Employees shall receive electronically a statement each pay period showing the gross amount earned, itemized deductions and net income payable.

18.04 Shift Differential

In addition to regular wage payment, a shift differential in the amount of **two dollars (\$2)** per hour, which in no way compounds or relates to other employee benefits shall be paid on an hourly basis for all hours worked between 6:00 p.m. and 8:00 a.m.

18.05 Supervisory Pay

All designated temporary in-scope supervisors shall be paid at a rate that is **ten percent (10%)** more than the top of the range of the most highly paid job category they supervise.

Permanent or long-term supervisory duties will be reclassified with a new title and a new pay grid.

Failing reclassification, following one **(1)** calendar year of experience of actual time worked, the employee shall receive an additional **fifteen percent (15%)** more than the above. In the event a leave has been extended beyond one **(1)** year as per the collective agreement, the supervisory rate will remain at **ten percent (10%)**.

18.06 Deferred Salary Leave Plan

- a) Any employee with one **(1)** year of service is eligible to participate in the Deferred Salary Leave Plan.
- b) The employee must defer a minimum of **ten percent (10%)** of salary but cannot exceed a maximum of **thirty-three percent (33%)** of salary.
- c) The period of salary deferral cannot be less than one **(1)** year nor greater than six **(6)** years.
- d) The period of leave cannot be less than six **(6)** months nor greater than **twelve (12)** months.
- e) The period of leave must be consecutive.
- f) The employee cannot use deferred salary leave as a form of early retirement.
- g) The Employer will invest the deferred salary in an interest earning insured fund. The funds shall be paid to the employee on regular pay days during the leave.

- h) The Employer will continue contributions to and benefits from all employee benefit plans during the period of accumulation and leave based on the employee's regular rate.

ARTICLE 19 INCREMENTS

19.01 Effective Date of Increments, Full-Time Employees

Subject to the other provisions of Article 19 - **Increments**, full-time employees shall be entitled to increments in accordance with Schedule "A" (Full-Time Employees).

19.02 Other Than Full-Time Employees

Part-time employees shall be entitled to one-half (½) an increment of their pay range each time their accumulated normal hours worked reaches one-half (½) the hours normally required to reach a full increment. Hours worked includes time lost due to annual and public holiday and paid leave, and unpaid leave not exceeding **thirty (30)** days on any one **(1)** occasion.

Refer to Schedule "A" (Part-Time Employees) that indicates the number of hours required for each pay increment.

19.03 Increment on Promotion

Increments on promotion or reclassification to a higher rated position shall be due in accordance with Schedule "A", starting from the date of promotion or reclassification.

19.04 Increment on Demotion

When, for any reason, an employee takes a demotion, the employee will remain at their current rate for four **(4)** months. After four **(4)** months has occurred their rate of pay shall be reduced to the rate next lower than their present rate in the range of pay established for the class into which they have been demoted.

19.05 In Case of Leave

When an employee returns to the service after any leave of absence without pay exceeding **thirty (30)** days, their increment shall be deferred by the length of the leave. Employees on parental leave shall be credited for the first **eighteen (18)** weeks of such leave towards their increment.

19.06 New Classifications & Reclassifications

a) Classification

The Employer shall determine the duties and classification for all new or changed positions and shall advise the Union of all such decisions. The rate of pay for all such new or changed classifications shall be subject to negotiation between the Employer and the Union, and where agreement is not reached, either party may invoke the provisions of Article 9 - **Arbitration**.

b) Reclassification Request

Where an employee or the Union considers that due to a change in the assigned duties related to a position that the position is improperly classified:

- i) The Union may make application for the employee(s) in writing to the Executive Director for a review of that classification;
- ii) The Executive Director or their designate shall review the classification and shall within **twenty-one (21)** days render a written decision with copies to the employee and/or the Union;
- iii) Copies of all documentation pertinent to the decision shall be placed on the employee(s)' file with a copy of the decision to the Union;
- iv) Where the employee(s) and/or the Union disagrees with the decision, they shall, in writing, so advise the Executive Director and may, thereafter, invoke the provisions of Articles 8- **Grievance Procedure** and 9 - **Arbitration**.

All reclassifications shall be retroactive to the date of the written application for review.

19.07 Credit for Previous Experience

New employees who have **applicable previous experience** may receive credit for same by the placement at a rate commensurate with such experience, such credit to be initially determined at the discretion of the Employer.

The new employee or the Union shall have **sixty (60)** days from the date of employment to review the salary established by the Employer provided that, if such review is requested, it may be subject of a grievance.

ARTICLE 20 – TECHNOLOGICAL CHANGE

- 20.01 If, as a result of the Employer introducing new equipment or changes in operating methods or merger or dissolution of departments, **certain positions will no longer be required**, the Employer will endeavour to anticipate such changes and will conduct a program of retaining and transfer of the employees affected prior to such change. The Employer agrees to notify the Union and the employee(s) at least **ninety (90)** days before the introduction of any technological change and/or any reduction in permanent staff takes place. The Employer and the Union will commence discussion as to the effect on personnel and application of this article within two **(2)** weeks of the Employer notifying the Union.

The Employer further agrees before any technological change or reduction in staff takes place, employee(s) will be given the following options in the following order of precedence:

- a) (i) In the event that the Employer should introduce new methods or machines that require greater or new skills than now possessed by the employee that cannot be learned by on-the-job training, the Employer will assist in retraining of personnel either by allowing time off with no loss of pay or loss of seniority for federal or provincial retraining schemes or by correspondence courses or other methods of training. The cost of tuition of correspondence or night courses or other methods of training to be equally shared by the Employer and employee. Should the employee successfully pass the course, the Employer will pay the total tuition cost of such course or training if the employee agrees to remain in the Employer's employment for a minimum of **twelve (12)** months after the completion of the course.

OR

- b) (i) The employee may transfer to a similar position for which they are qualified in another department with no loss of pay and no change of increment date. If there is no vacancy, they shall have the right to displace employees with less seniority, provided they are able to perform the job.
- (ii) It is understood, however, that the employee will remain at their current rate for four **(4)** months. After four **(4)** months has occurred their rate of pay shall be reduced to the rate next lower than their present rate in the range of pay established for the class into which they have been demoted.

OR

- c) (i) Employees who cannot be placed in similar positions in other departments because of lack of training or qualifications may, if a suitable vacancy is available, be given a reasonable time for on-the-job training in order to qualify for the new position.
- (ii) When, after a fair trial not to exceed three **(3)** months on the new position, it becomes apparent to the Employer that the employee will not be able to qualify, they will be given the opportunity to transfer to another department under Option d), or take a lay-off under Option e).
- d) (i) An employee may elect to take a position at a lower rate of pay, but the employee will remain at their current rate for four **(4)** months. After four **(4)** months has occurred their rate of pay shall be reduced to the rate next lower than their present rate in the range of pay established for the class into which they have been demoted.

OR

- e) (i) An employee may elect to take a lay-off retaining their seniority pending a job becoming available for which they are qualified or could be retrained for as under Option b).

20.02 Posture - Ergonomics - Environment

- a) Equipment should have a fully adjustable machine stand, a detachable keyboard with controls over the height and angle of the screen.
- b) The chair and desk height should be matched to the individual characteristics of the operator, and should be easily adjustable while remaining seated. The chair should be equipped with adjustments for height, back rest and seat length (depth).

ARTICLE 21 – CONTRACTING OUT

21.01 No Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit Employer, unless negotiated otherwise with the Union.

ARTICLE 22 – SEVERANCE PAY

- 22.01 An employee who is on lay-off for a period of more than two (2) years or who is terminated by the Employer for any reason other than for retirement or just cause resulting from the employee's misconduct shall receive severance pay in the amount of 1/52 of the most recent twelve (12) months earnings times the number of years of service, less any employment income during the period of lay-off and such income to be verified in the form of an affidavit. Years of service shall be calculated on the same basis as they are calculated for seniority purposes.

ARTICLE 23 – HEALTH AND SAFETY

NEW

23.01 Occupational Health and Safety Commitment

The Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. They will cooperate on promoting and improving rules and practices which will enhance the physiological and social well-being with respect to working conditions for all employees.

**NEW
23.02**

Occupational Health and Safety Committee

- a) The Employer will recognize a joint health and safety committee consisting of equal representation. The committee must be set up so that both parties are independent and able to freely express their views. A senior member of the Employer with decision-making authority will be a permanent member of the committee. The employee representatives will be selected or appointed by the Union.
- b) The meetings will be co-chaired. Minutes of all meetings will be kept, and copies distributed to all Union/Employer bulletin boards within five (5) business days after the meeting. Both co-chairpersons will sign the minutes and be responsible to alternately prepare and distribute the minutes. Employee(s) on the occupational health and safety committee shall be released from duty without loss of pay.

**NEW
23.03**

Raising an Occupational Health and Safety Concern

An employee or a group of employees who have a health or safety concern shall endeavour to resolve that concern by first referring the concern to the immediate supervisor or occupational health and safety committee member.

**NEW
23.04**

Occupational Health and Safety Policy/Education

- a) The Employer will provide access to relevant and current Occupational Health and Safety information and education pertaining to occupational health and safety within the workplace.
- b) Training will be during normal working hours at regular rates of pay.
- c) The Employer will provide information on all substances used in the workplace. This information will be kept in a place accessible to all employees and shall be introduced in general orientation.

**NEW
23.05**

Violence in the Workplace

- a) Definition of Violence

Violence shall be defined as any incident in which an employee is physically or verbally abused or assaulted during their employment.

b) Violence Policies and Procedures

The Employer will ensure a policy is developed to address the prevention of violence, the management of violent situations and to work towards the elimination of the causal factors of violence and provide support to employees who have faced violence. The policies and procedures shall be part of the Employer's health and safety policy and written copies shall be posted in a place accessible to all employees.

- c) When an incident demonstrates that a patient or client's behavior may constitute a risk to the safety of a staff member, a meeting shall be convened within twenty-four (24) hours, or as soon as possible thereafter, to consider and implement alternative options for the patient or client's required services to ensure the safety of the employee(s).**

**NEW
23.06**

No Discipline

The Employer will not discharge or otherwise discriminate against any worker for participating in health and safety activities or for exercising any rights provided by this agreement.

**NEW
23.07**

Right to Refuse to Work if a Job is Unsafe or Unhealthy

- a) A worker may refuse to perform any particular act or series of acts at a place of employment if the worker has reasonable grounds to believe that the act or series of acts is unusually dangerous to the workers' health or safety or the health or safety of any other person at the place of employment.**
- i. Sufficient steps have been taken to satisfy the worker otherwise;
or**
 - ii. The Occupational Health and Safety Committee has investigated the matter and advised the worker otherwise.**
- b) If a worker has refused to perform an act or series of acts the Employer shall not request or assign another worker to perform that act or series of acts unless that other worker has been advised by the Employer, in writing, of:**
- i. The refusal and the reasons for the refusal.**
 - ii. The reason or reasons the worker being assigned or requested to perform the act or series of acts may, in the Employer's opinion, carry out the act or series of acts in a healthy and safe manner;
and**

- iii. **The right of the worker to refuse to perform the act or series of acts.**

ARTICLE 24 – SICK LEAVE

24.01 Definition of Sick Leave

Sick leave means the period of time an employee is **unable to work by virtue of a physical, mental, or emotional illness or disability.**

An employee is required to provide notice of **sick leave** absence prior to 7:00 a.m. of the scheduled work day following the designated notification procedures.

Employees may be required to provide medical evidence of illness after three (3) consecutive days.

NEW 24.02

Periodic Sick Leave Credits

Upon commencement of employment, every employee shall be credited with one hundred and sixty (160) hours of periodic sick leave credits and will begin to earn at the rate of one and a half (1½) working days for each month of full-time equivalent employment.

a) Maximum Accumulation

Employees shall accumulate to the maximum of one hundred and ninety (190) working days of periodic sick leave credits. An employee who utilizes periodic sick leave credits and falls below the one hundred and ninety (190) working day maximum will resume accumulating sick leave credits in accordance with this article.

At fourteen (14) days of continuous sick leave, the employee must submit short term disability forms to adjudicate continued eligibility for periodic sick leave credits. If the illness extends beyond twenty-eight (28) days, these forms will be used to adjudicate eligibility for short-term disability.

b) Access to Periodic Sick Leave Credits

- i. **For the first twenty-eight (28) days of sick leave, the employee shall have access to periodic sick leave credits. After twenty-eight (28) days of continuous sick leave the employee will have access to short-term disability benefits as per Article 24.03 – Short-Term Disability Benefits Plan.**

- ii. **Full-time and part-time employees shall access their periodic sick leave credits for regularly scheduled hours absent due to sick leave as defined in Article 24.01 – Definition of Sick Leave.**

Casual employees shall access their periodic sick leave credits for shifts scheduled in advance of the sick leave absence. Where the casual employee's sick leave extends beyond the shifts scheduled in advance, the employee shall access periodic sick leave credits on the basis that employee's average weekly paid hours for the previous fifty-two (52) weeks.

24.03

Short-Term Disability Benefits Plan

- a) **The Employer shall provide all employees with an up-to-date booklet pertaining to disability.**
- b) **For periods of illness or injury, pursuant to Article 24.01 – Definition of Sick Leave, extending beyond four (4) months, the Employee must apply for long-term disability. Where an Employee does not apply for or is not eligible for long-term disability, they will no longer have access to short-term disability for that illness or injury.**
- c) **Any change in the benefits under the plan shall be made only as a result of negotiations between the Employer and the Union.**

The Short-Term Disability Benefits Plan is a one hundred percent (100%) Employer paid, self-insured income replacement program. Approval of short-term disability benefits is subject to medical information provided by the employee that substantiates the sick leave as defined in Article 24.01 – Definition of Sick Leave. The Employer will provide the employee with the short-term disability application forms that shall be completed by a medical professional. Functional Capacity Assessment or short-term disability forms requested by the Employer shall be reimbursed to a maximum of fifty dollars (\$50.00) per form.

a) Eligibility

Upon commencement of employment each full-time employee will be credited with five hundred and forty-four (544) working hours of short-term disability benefits.

Part-time and casual employees must work a minimum of three hundred and ninety (390) hours in the first twenty-six (26) weeks of employment or seven hundred and eighty (780) hours in the first complete calendar year before having access to short-term disability benefits. Upon eligibility each part-time and casual employee will be credited with a prorated portion of the five hundred and forty-four (544) working hours of short-term disability benefits.

After the initial review periods after commencement of employment, part-time and casual employees' eligibility for short-term disability benefits is reviewed and averaged once every six (6) months.

b) Access to Short-Term Disability Benefits

- i. On January 1 of each year, each full-time employee will be credited with five hundred and forty-four (544) working hours of short-term disability benefits. These hours shall not carry over.**

Eligible part-time and casual employees will be credited with a prorated portion of the five hundred and forty-four (544) working hours of short-term disability benefits based on the employee's hours paid in the previous fifty-two (52) weeks. These hours shall not carry over.

- ii. Full-time and part-time employees shall access their short-term disability benefits for regularly scheduled hours absent due to sick leave as defined in Article 24.01 – Definition of Sick Leave.**

Casual employees shall access their short-term disability benefits for shifts scheduled in advance of absence due to sick leave. Where the casual employee's sick leave extends beyond the shifts scheduled in advance, the employee shall access short-term disability benefits on the basis of that employee's average weekly paid hours for the previous fifty-two (52) weeks.

- iii. After twenty-eight (28) days of continuous sick leave absence the employee will have access to short-term disability benefits subject to providing the short-term disability application forms that are to be completed by a medical professional. Unless there are extenuating circumstances, failure to provide the short-term disability application forms completed by a medical professional will result in the employee being placed on sick leave without pay.**
- iv. An employee will only use sick leave credits and short-term disability benefits for one hundred and nineteen (119) days from the first day of sick leave absence. For periods of sick leave absence beyond one hundred and nineteen (119) days, eligible employees shall apply for Long-Term Disability Plan benefits provided for as per Article 26.05 – Group Benefits Plan.**
- v. Upon request and submission of short-term disability forms to substantiate the disability, an employee whose sick leave is known to be more than twenty-eight (28) continuous days may have access to short-term disability credits instead of periodic sick leave credits.**

- vi. **In the event short-term disability is required on more than one (1) occasion within the calendar year and utilization of all short-term disability credits have occurred, upon request, the employee shall be granted an additional two hundred and ninety (290) hours of sick leave credits deducted from the employee's sick leave bank at seventy percent (70%) of normal wages.**

c) Reoccurring Periods of Disability

In cases of reoccurring periods of absence based on the same underlying cause, resulting in the employee intermittently returning to work for periods of:

- i. **Fourteen (14) days or less at one time, the one hundred and nineteen (119) day period will be from the first day of sick leave.**
- ii. **More than fourteen (14) days at one (1) time, the one hundred and nineteen (119) day period will be extended by the actual number of days the employees had returned to work.**

24.04 Leave for Illness in Family

In the case of illness of a member of an employee's immediate family, where reasonably no one other than the employee can provide for the immediate family member's needs, the employee shall be granted up to three (3) days leave during any month, which need not be taken consecutively to be deducted from periodic sick leave after notifying their immediate supervisor. Any additional leave during this period must be approved by the Executive Director or designate.

This benefit will be prorated for part-time and casual employees.

24.05 Medical Care Leave

An employee who is unable to make arrangements for personal preventative health care, ongoing treatment or medical investigation outside of scheduled work time shall be granted time off with pay. Such time off will be deducted from the employee's sick leave.

**NEW
24.06**

Subrogation of WCB and Automobile Accident Insurance

An employee shall not be entitled to use periodic sick leave credits or short-term disability benefits because of an illness or disability covered and paid by the Workers' Compensation Board or for which income replacement benefits are paid under *The Automobile Accident Insurance Act*, except as provided for in Article 25 – Workers' Compensation and Automobile Accident Insurance.

ARTICLE 25 – WORKERS' COMPENSATION AND AUTOMOBILE ACCIDENT INSURANCE

25.01 Workers' Compensation

When an employee has applied for Workers' Compensation Benefits, the Employer shall **continue to pay the employee's regular net pay** for a period not to exceed two (2) years or up to the time the Workers' Compensation Board makes a cash or pension settlement, whichever occurs first. **Regular net pay for part-time and casual Employees shall be based on that employee's hours paid in the previous fifty-two (52) weeks.**

The employee's Workers' Compensation payment shall be made payable to the Employer. The amount paid to the Employee will not be less than the amount the Employer receives from the Workers' Compensation Board.

NEW 25.02

Disallowed Workers' Compensation Claims

Should the employee's claim be disallowed by Workers' Compensation, any money paid to the employee by the Employer shall be charged against the employee's periodic sick leave credits and short-term disability benefits as set out in Article 24.02 b) – Access to Periodic Sick Leave Credits and Article 24.03 b) Access to Short-Term Disability Benefits. If the employee has no periodic sick leave credits and/or short-term disability benefits, the amount so paid will be recovered from the employee and the employee may apply for Long-Term Disability benefits.

NEW 25.03

Income Replacement Benefits under *The Automobile Accident Insurance Act*

Until such time as an employee's claim for benefits under *The Automobile Accident Insurance Act* are adjudicated, the employee may access periodic sick leave credits and short-term disability benefits in accordance with Article 24.02 b) – Access to Periodic Sick Leave Credits and Article 24.03 b) Access to Short-term Disability Benefits.

Once an employee's claim is accepted, adjustments to the employee's periodic sick leave credits and short-term disability benefits will be made retroactively.

Any difference between benefits received under *The Automobile Accident Insurance Act* and the Employee's regular net pay shall be paid to the Employee from the Employee's periodic sick leave credits. Regular net pay for part-time and casual Employees shall be based on that employee's hours paid in the previous fifty-two (52) weeks.

ARTICLE 26 GENERAL PROVISIONS

26.01 Personal Property Damage/Security

Personal property damage and/or theft of an employee's personal property that occurs while at work shall be replaced or repaired at the expense of the Employer to a maximum of **one-thousand dollars (\$1,000)**.

Damages/stains requiring professional repair or cleaning can be claimed. Such claims must be approved by the supervisors within reasonable time of such damage.

The Employer shall provide secure storage for employees' personal property in the workplace.

26.02 Uniforms

- a) For those employees required to wear uniforms, the Employer shall provide, on the completion of probation, **three hundred dollars (\$300)** annually in January per employee who is regularly scheduled to work an average of **fourteen and one-half (14½)** hours or more per week to cover the cost of uniforms, including cleaning and repair.
- b) Paragraph a) applies on a pro-rated basis to part-time employees who work less than an average of **fourteen and one-half (14½)** hours per week.
- c) A Joint Union-Management Committee will review each department in order to define "uniform" and ascertain which employees are required to wear them.
- d) The Employer shall provide, at no cost, suitable protective clothing to all employees working in situations in which protective clothing is necessary.

26.03 Required Courses

- a) When a staff member is required to complete a course or continuing education activity by the Employer, CHSA shall pay the cost of the course, expenses if incurred, and, if the course is offered on an employee's regular day off, including weekends and evenings and including travel time, the employee shall be entitled to straight time off in lieu.
- b) Employees attending activities related to their duties will, with the prior approval of the Employer, be entitled to payment of registration and/or tuition and expenses, if incurred, and shall be entitled to straight time off in lieu if the course or activity is held on a regular day off, including weekends or evenings. **Courses or continuing education activities required by an employees licensing body shall be given priority in the approval process.**
- c) Where an employee undertakes a course or activity that is not directly related to their job duties or departmental activity but which may be of benefit to the employee and/or CHSA, the employee may, at the Employer's discretion, be

entitled to payment of tuition and/or registration fees and such other expenses as the Employer deems appropriate. Employees will not, however, be entitled to time off from normal working hours or to time in lieu for the period which they attend such activities.

- d) The Regina Community Clinic will endeavour to build educational leave funds into the budgets of each Department and annually provide a memo to each Department advising of the amount of funds available. Such budgets will be exclusive of amounts spent on wages or costs for required courses.

26.04

Pension Plan

The Pension Plan shall be continued unless changed by negotiation between the parties. Eligibility for the pension plan will be in accordance with the pension plan documents.

- a) Part-time, casual, term and temporary employees shall join the pension plan after five **(5)** months of employment and completion of **one hundred and sixty-five (165)** hours work. (*Both criteria must be met before the Employee is eligible to join the Plan.*)
- b) The Employer will notify the employee when they are required to join the plan.
- c) The vesting period will be two **(2)** years.

The employee shall contribute **five percent (5%)** of gross income to the pension plan and the Employer will contribute a matching amount **five percent (5%)**.

26.05

Group Benefits Plan

The Employer shall supply a Group Benefits Plan covering:

- **Life Insurance**
- **Accidental Death and Dismemberment**
- **Extended health coverage including vision care**
- **Dental plan including orthodontist coverage for dependent children**
- **Long-term disability (LTD) benefits; and**
- **Pension insurance**

The employee will be responsible for one hundred percent (100%) of premiums for the long-term disability insurance administered by the Employer.

The cost for the benefit package will be shared **seventy percent (70%)** premium for the Employer and **thirty percent (30%)** premium for the employee.

The employee's **thirty percent (30%)** contribution will be applied first to the payment of the LTD premium portion of the package and thereafter, if available, to the payment of the premiums related to other benefits within the plan. If the employee's share of

the premium is less than the LTD portion of the package, the employee will pay the LTD premium portion.

Casual Employees

As per *The Co-operators* Group Policy 617, all casual employees who are actively at work (minimum **fourteen and one-half** (14½) hours per week) must join the Group Insurance Benefits Plan after **ninety** (90) consecutive days.

The employee's hours will be reviewed and averaged once every six (6) months. If the employee is not meeting the minimum average of **fourteen and one-half** (14½) hours per week, group insurance will be terminated. If the employee's hours should increase within the next six (6) months to the minimum **fourteen and one-half** (14½) hours per week, the employee will be reinstated to the benefits plan without the **ninety** (90) day waiting period.

It is mandatory for the employee to be enrolled on the group insurance plan for all lines of benefits (e.g., Life, LTD. etc.) with the exception of EHC and Dental if the employee is covered under other group coverage through their spouse, partner or partner's group coverage when eligible.

To qualify for Extended Health Care and Dental Benefits, the employee must work a minimum of **three hundred and ninety** (390) hours in the first **twenty-six** (26) weeks of employment or **seven hundred and eighty** (780) hours in the first complete calendar year or **seven hundred and eighty** (780) hours in any following calendar year. For the provision of these benefits, a calendar year will be considered January 1 to December 31.

In the calculation of hours for the above benefits, any hours worked under a term or temporary position are excluded from the calculation.

Term and/or Temporary Employees

As per *The Co-operators* Group Policy 617, term and/or temporary employees are not eligible for Group Insurance benefits. **However, the Employer and Union will work together to identify opportunities to consider status change for the term and/or temporary employee that will enable them to access the Group Insurance benefits where they would otherwise meet the eligibility requirements.**

26.06

Maintenance of Benefit Plans

- a) In the case of parental leave only, the Employer will pay the Employer's share of pension contributions for the first **ninety** (90) days of leave.
- b) While on approved leave without pay for more than **thirty** (30) days, an employee may continue their Group Benefits Plan as per Article 26.05 for a maximum of one (1) year. Premiums shall be the responsibility of the employee. In the case of parental leave only, the Employer will pay the

group life and accidental death and dismemberment portion of the group insurance premiums for a maximum of one **(1)** year.

26.07 Professional Ethics

No employee may be required to perform any act deemed to be unethical by the employee's profession. No employee may be disciplined for refusing to perform such acts.

26.08 Parking

Parking facilities with plug-ins shall continue to be provided without charge, depending on availability, on a first-come, first-served basis.

26.09 Professional Fees

- a) Professional fees for full-time and part-time employees will be paid by the Employer when membership is compulsory for the position, if the job classification requires it, where malpractice insurance purchase depends on registration, or when such membership/registration/licensing fees are required for the employee to practice their profession.
- b) The Employer will pay **fifty percent (50%)** of professional fees for casual employees who worked at least **fifty-eight (58)** hours in the previous **twelve (12)** months. The Employer will pay **seventy-five percent (75%)** of professional fees for casual employees who worked at least **eighty (80)** hours in the previous **twelve (12)** months. The Employer will pay **one hundred percent (100%)** of professional fees for casual employees who worked more than **one hundred (100)** hours in the previous year.
- c) Professional fees shall be paid as above providing the employee is not receiving reimbursement from another Employer. Employees are required to submit an original copy of the invoice from the professional body before reimbursement.
- d) Employees requiring professional membership/licensure will provide a copy of their current registration document or verification of same by their professional association, to the Executive Director by the due date of their professional year, and such shall be placed in the employee's file.
- e) Probationary employees will be required to pay their own membership/registration/licensing fees prior to commencement of employment. The Employer will reimburse said fees, to the maximums indicated above, to the employee upon the completion of the probationary period.

ARTICLE 27 – JOINT UNION-MANAGEMENT COMMITTEE

- 27.01
- a) The parties agree to set up a joint Union-Management Committee to deal with matters of mutual concern that may from time to time arise in the operation of the Health Centre. Matters dealing with Union bargaining shall be excluded from discussion.
 - b) The committee shall meet at least quarterly or upon request of either party.
 - c) The committee will be composed of equal number of members of Union and Management with a minimum group participation of four (4).

ARTICLE 28 - DUTY TO ACCOMMODATE

- 28.01 The Employer acknowledges its duty to accommodate employees with disabilities for those employees who face barriers at work in the manner and to the extent required by *Saskatchewan Human Rights Code*.

A disability includes physical, mental, developmental or learning; temporary, episodic or permanent; evident at birth or acquired later in life; and acquired at work or elsewhere.

- 28.02
- a) Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union and the employee.

The Employer agrees to make every effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to perform their regular duties as a consequence of the circumstances identified in Article 28.01.

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

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

- b) The parties understand that accommodations are an ongoing process, and that regular review and further accommodations may be required.
- c) All options shall be considered when accommodating employees. These options will include, but not be limited to, the modification or adaption of the workplace, workstations, shifts, equipment, restructuring or re-bundling of jobs.
- d) The Employer will provide orientation for employees who are accommodated in new and reassigned positions.
- e) All parties involved in the accommodation will respect the right to privacy of the employee seeking accommodation, to the extent possible.
- f) In such circumstances, the Employer and the local of the Union may agree to waive certain provisions in this agreement.

28.03 Medical Information

It will be the responsibility of the employee requiring accommodation or returning to work to provide the Employer with medical evidence of the limitations associated with the disability. The procedure to determine that an employee is fit to perform the duties of their job or modified work must be made in such a way as to protect the confidentiality of the employee's medical information.

28.04 Accommodation Meetings

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


28.05 Graduated Return to Work

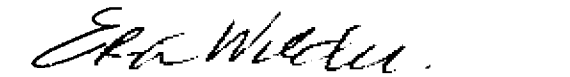
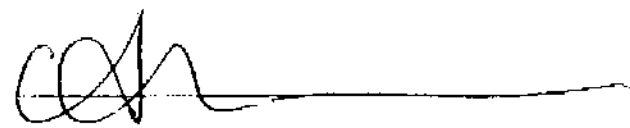
The local of the Union, the employee and the Employer will meet to discuss the circumstances where the employees are able to return to work on a graduated return to work program. Such discussions shall include possible modification in the workplace or work process to reduce or eliminate the length of the employee's absence from their own position. The return to work will be dealt with in the same manner as identified in Articles 28.01, 28.02 and 28.03 – **Medical Information**.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENT TO BE
EXECUTED THIS 24th DAY OF JANUARY A.D. 2024.

Community Health Services Association
(Regina) Limited

Canadian Union of Public Employees
Local 1831


Jonathan Deane



Stuckey

RN/tg.cope491

SCHEDULE “A”

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1831 and COMMUNITY HEALTH SERVICES ASSOCIATION (REGINA) LTD.

Full-time Employees

Effective April 1, 2022 to March 31, 2023

Category	Classification	Start	(6 month) 942.52 hrs	(1 year) 1885 hrs	(2 year) 3770 hrs
1	Caretaker	18.54	19.19	19.52	19.85
2*	Accounting Clerk Clinic Assist Receptionist	19.74	20.41	20.78	21.12
3	Medical Steno	20.91	21.63	22.02	22.38
4	Health Information Management Practitioner Program & Communication Coordinator	26.58	27.55	28.02	28.50
5	Computer System Tech	31.77	32.88	33.46	34.04
6	Combined Laboratory & X-ray	32.26	33.41	33.97	34.52
7	Licensed Practical Nurse	34.35	35.58	36.19	36.79
8	Counsellor	32.76	34.59	36.41	40.06
9	Lab Technologist (MLT) X-Ray Technologist (MRT)	34.81	36.16	36.74	37.30
10	Exercise Therapist	33.65	35.53	37.40	41.16
11	Nutritionist	33.76	35.65	37.54	41.29
12	Counsellor Senior	35.38	37.35	39.32	43.27
13	Registered Nurse	35.93	38.61	41.28	46.63
14	Supervisor of Patient Services	39.16	41.58	43.99	48.84
15	Nurse Practitioner	48.98	51.39	53.79	58.60

* this wage is subject to Article 8 and pending resolution.

SCHEDULE “A”

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1831 and COMMUNITY HEALTH SERVICES ASSOCIATION (REGINA) LTD.

Part-time & Casual Employees

Effective April 1, 2022 to March 31, 2023

Category	Classification	Start	471.25 hrs	942.52 hrs	1413.75 hrs	1885 hrs	2827.50 hrs	3770 hrs
1	Caretaker	18.54	18.87	19.19	19.36	19.52	19.69	19.85
2*	Accounting Clerk Clinic Assist Receptionist	19.74	20.08	20.41	20.60	20.78	20.96	21.12
3	Medical Steno	20.91	21.28	21.63	21.83	22.02	22.21	22.38
4	Health Information Management Practitioner Program & Communication Coordinator	26.58	27.07	27.55	27.79	28.02	28.26	28.50
5	Computer System Tech	31.77	32.33	32.88	33.17	33.46	33.75	34.04
6	Combined Laboratory & X-ray	32.26	32.84	33.41	33.69	33.97	34.25	34.52
7	Licensed Practical Nurse	34.35	34.97	35.58	35.89	36.19	36.50	36.79
8	Counsellor	32.76	33.68	34.59	35.51	36.41	38.24	40.06
9	Lab Technologist (MLT) X-Ray Technologist (MRT)	34.81	35.49	36.16	36.45	36.74	37.03	37.30
10	Exercise Therapist	33.65	34.59	35.53	36.47	37.40	39.29	41.16
11	Nutritionist	33.76	34.71	35.65	36.60	37.54	39.42	41.29
12	Counsellor Senior	35.38	36.37	37.35	38.34	39.32	41.30	43.27
13	Registered Nurse	35.93	37.28	38.61	39.95	41.28	43.96	46.63
14	Supervisor of Patient Services	39.16	40.37	41.58	42.79	43.99	46.42	48.84
15	Nurse Practitioner	48.98	50.19	51.39	52.60	53.79	56.20	58.60

* this wage is subject to Article 8 and pending resolution.

SCHEDULE “A”

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1831 and COMMUNITY HEALTH SERVICES ASSOCIATION (REGINA) LTD.

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3	Medical Steno	20.91	21.63	22.02	22.38
4	Health Information Management Practitioner Program & Communication Coordinator	26.58	27.55	28.02	28.50
5	Computer System Tech	31.77	32.88	33.46	34.04
6	Combined Laboratory & X-ray	32.26	33.41	33.97	34.52
7	Licensed Practical Nurse	34.35	35.58	36.19	36.79
8	Counsellor	33.42	35.28	37.14	37.88
9	Lab Technologist (MLT) X-Ray Technologist (MRT)	34.81	36.16	36.74	37.30
10	Exercise Therapist	34.32	36.24	38.15	41.98
11	Nutritionist	34.44	36.36	38.29	42.12
12	Counsellor Senior	36.09	38.10	40.11	44.13
13	Registered Nurse	36.65	39.38	42.10	47.57
14	Supervisor of Patient Services	39.94	42.41	44.87	49.81
15	Nurse Practitioner	49.96	52.42	54.87	59.77

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1831 and COMMUNITY HEALTH SERVICES ASSOCIATION (REGINA) LTD.

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6	Combined Laboratory & X-ray	32.26	32.84	33.41	33.69	33.97	34.25	34.52
7	Licensed Practical Nurse	34.35	34.97	35.58	35.89	36.19	36.50	36.79
8	Counsellor	33.42	34.35	35.28	36.22	37.14	39.00	40.86
9	Lab Technologist (MLT) X-Ray Technologist (MRT)	34.81	35.49	36.16	36.45	36.74	37.03	37.30
10	Exercise Therapist	34.32	35.28	36.24	37.20	38.15	40.07	41.98
11	Nutritionist	34.44	35.40	36.36	37.33	38.29	40.21	42.12
12	Counsellor Senior	36.09	37.10	38.10	39.11	40.11	42.13	44.13
13	Registered Nurse	36.65	38.02	39.38	40.75	42.10	44.84	47.57
14	Supervisor of Patient Services	39.94	41.18	42.41	43.64	44.87	47.35	49.81
15	Nurse Practitioner	49.96	51.19	52.42	53.65	54.87	57.33	59.77

* this wage is subject to Article 8 and pending resolution.

LETTER OF UNDERSTANDING #1

between the

**COMMUNITY HEALTH SERVICES
ASSOCIATION (REGINA) LIMITED
(the "Employer")**

And

**CUPE LOCAL 1831
("the Union")**

Re: Program Communication Coordinator Reclassification

The parties agree that implementation of the Program and Communication Coordinator wage increase was based upon the May 7, 2022 Letter of Agreement after a reclassification of duties. The parties agree that such agreements shall remain in place. With this collective agreement it is further agreed and clarified that the Program and Communication Coordinator is placed in Schedule "A":

1. Program and Communication Coordinator


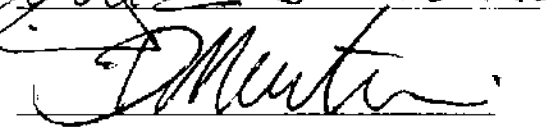
Category 4

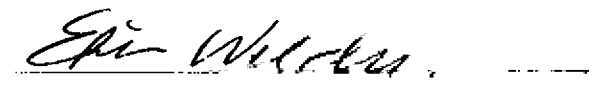
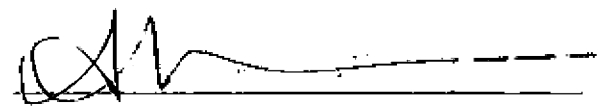
The parties herein agree that the said position shall be occupied by employees that have the skills and requirement to perform the duties and employees shall not be grandfathered into the position.

Dated at Regina, Saskatchewan this ~~24th~~ day of January, 2024.

Community Health Services Association

Canadian Union of Public Employees
Local 1831


JIM DEANE

J. Munter


Eric Wilton

Stuckler

LETTER OF AGREEMENT

between the

**COMMUNITY HEALTH SERVICES
ASSOCIATION (REGINA) LIMITED
(the "Employer")**

And

**CUPE LOCAL 1831
("the Union")**

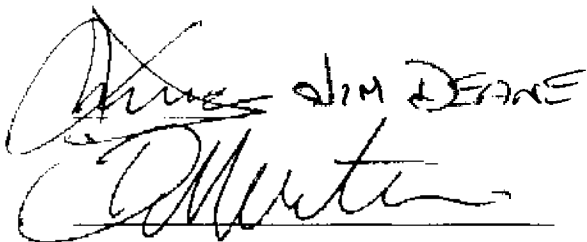
Re: Transition to New Sick Leave Benefits

The parties agree to the following:

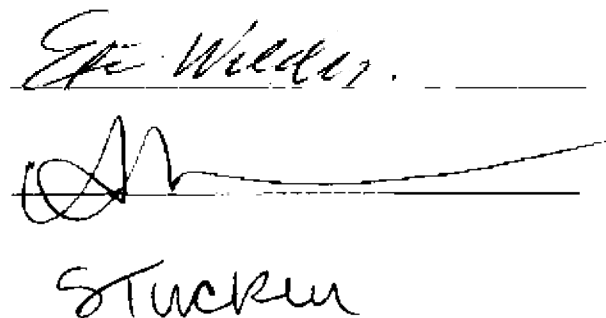
1. Employees hired before the date of ratification of the Memorandum of Settlement for the new collective agreement effective April 1, 2022 shall transition to the new sick leave benefit by being provided with a one-time calculation of regular sick leave credits placed in their regular sick leave bank equal to one hundred and fifty (150) hours plus forty (40) hours per full-time equivalent year of service to a maximum of four hundred fifty (450) hours.
2. Employees hired before the date of ratification of the Memorandum of Settlement for the new collective agreement effective April 1, 2022 shall transition to the new sick leave benefit by being provided with a one-time calculation of short-term disability benefits equal to a prorated share of the five hundred (500) working hours based on the number of calendar days from date of ratification to December 31 of that same year.

Dated at Regina, Saskatchewan this 24th day of January, 2024.

Community Health Services Association



Canadian Union of Public Employees
Local 1831



Stuckey