

Collective Agreement

Between

**Athol Murray College
of Notre Dame**

And

Saskatchewan Union of Nurses

July 2, 2009 to June 30, 2012

Table of Contents

PREAMBLE		Page 4
Article 1	SCOPE	Page 4
Article 2	MANAGEMENT RIGHTS	Page 4
Article 3	UNION RECOGNITION AND SECURITY	Page 5
Article 4	NO DISCRIMINATION/HARASSMENT	Page 6
4.02	HARASSMENT	Page 6
Article 5	REPRESENTATIVE WORKFORCE	Page 7
Article 6	HOURS OF WORK	Page 7
6.02	NORMAL HOURS OF WORK	Page 7
6.06	REPORTING BACK TO WORK AFTER SHIFT COMPLETION	Page 8
6.07	TELEPHONE CALLS AT HOME	Page 8
6.10	WORKING ON SCHEDULED DAYS OFF	Page 9
Article 7	SHIFT PREMIUM	Page 9
Article 8	PROBATION	Page 10
Article 9	ANNUAL VACATION	Page 10
Article 10	IN-CHARGE PAY	Page 10
Article 11	STANDBY	Page 11
Article 12	ESCORT DUTY	Page 12
Article 13	STATUTORY HOLIDAYS	Page 12
Article 14	LEAVES OF ABSENCE	Page 13
14.02	EDUCATION LEAVE	Page 13
14.03	MATERNITY/PATERNITY/ADOPTION LEAVE	Page 13
14.04	COMPASSIONATE LEAVE	Page 15
14.05	LEAVE FOR SERIOUS ILLNESS	Page 15
14.06	FAMILY LEAVE	Page 15
14.07	BENEFITS ON LEAVE OF ABSENCE	Page 15
14.08	PARENTAL LEAVE	Page 16
14.09	UNION LEAVES OF ABSENCE	Page 16
Article 15	SICK LEAVE	Page 17
15.06	GRADUATED RETURN TO WORK	Page 17
Article 16	DUTY TO ACCOMMODATE	Page 18
16.02	ACCOMMODATION OF SPIRITUAL OR CULTURAL OBSERVANCES	Page 18
16.03	ALCOHOL AND DRUG RELATED ILLNESS	Page 18
Article 17	GRIEVANCE PROCEDURE	Page 18
Article 18	SENIORITY	Page 20
Article 19	TERMINATION OF EMPLOYMENT	Page 21
Article 20	DISCIPLINE	Page 21
Article 21	VACANCIES	Page 21
Article 22	LAY-OFF	Page 22
Article 23	RECOGNITION OF PREVIOUS EXPERIENCE	Page 22
Article 24	RECOGNITION OF EDUCATION	Page 23
Article 25	LICENSE TO PRACTICE	Page 24
Article 26	PERSONNEL FILE	Page 24
Article 27	UNION MANAGEMENT COMMITTEE	Page 25
Article 28	COURT/JURY DUTY	Page 25
Article 29	NURSES ON “OTHER THAN FULL-TIME STATUS”	Page 25
Article 30	GROUP LIFE INSURANCE	Page 26
Article 31	LONG TERM DISABILITY PLAN	Page 26
Article 32	ENHANCED MEDICAL AND DENTAL	Page 26

Article 33	PENSION PLAN	Page 27
Article 34	PORTABILITY OF BENEFITS	Page 27
Article 35	HEALTH AND SAFETY	Page 27
Article 36	TERMS OF AGREEMENT	Page 28
Article 37	SALARY AND INCREMENTS	Page 28
	Schedule A	Page 29
Article 38	LONG SERVICE RECOGNITION	Page 29
Letter of Understanding		Page 30

PREAMBLE:

WHEREAS it is the desire of the Employer and the Union, parties to this Agreement, to:

- a) Maintain and improve harmonious relations between the Employer and its Nurses who are members of the Union;
- b) Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and salary;
- c) Encourage safety and efficiency of operations;
- d) Promote the morale, well-being and security of all Nurses in the bargaining unit of the Union;
- e) Provide for collaboration between the parties in order to secure the best possible nursing care, clinical services and health protection for the students and staff of the Employer.

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

ARTICLE 1 – SCOPE

1.01 The terms of this Agreement shall apply to all Registered Nurses, Graduate Nurses, Registered Psychiatric Nurses, and Graduate Psychiatric Nurses, employed in the Health Care Unit of the Employer.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 It is the function of the Employer to:

- a) Direct the working force;
- b) Operate and manage its business in all respects;
- c) Hire, select, transfer and lay-off because of lack of work and/or budgetary restraints;
- d) Maintain order, discipline, efficiency and to establish and enforce reasonable rules and regulations governing the conduct of Nurses, which rules and regulations shall primarily be designed to safeguard the interest of the students and the efficiency of the Employer operations;
- e) Promote, demote, discipline, suspend and discharge any Nurse provided, however, that any such action may be subject to the grievance procedure provided herein.

The Employer, in exercising its management rights and functions, shall act reasonably, fairly and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 3 - UNION RECOGNITION AND SECURITY

- 3.01 The Saskatchewan Union of Nurses shall be the sole bargaining agent for all Nurses within the scope of this Agreement and the Employer agrees to negotiate with the Union and its designated representatives and agrees the Union may have the assistance of outside advisors in negotiation or discussion with the Employer.
- 3.02 (a) Every Nurse covered by this agreement shall, as a condition of employment, become a member of the Saskatchewan Union of Nurses within thirty (30) days of commencement of their employment in the Health Care Unit.
- (b) The Employer agrees to have newly hired Nurses sign a Union dues "Authorization for Check-Off" form and will provide them with a Union membership form at the time of hiring. Such forms shall be provided to the Employer by the Union.
- 3.03 The Employer agrees to deduct uniform membership dues, fees and assessments from the earnings due members of the Union and that all deductions will be remitted to the Provincial SUN office within fifteen (15) calendar days following the date deductions were made along with lists of members' names, addresses and earnings.
- 3.04 The Employer agrees to advise each Nurse of those employment practices and procedures, and changes thereto, which may not be set forth in this Agreement. Policies, rules and regulations made by the Employer affecting Nurses within the scope of this Agreement must be consistent with the terms of this Agreement. A copy of each personnel policy affecting SUN members shall be sent to the Local President.
- 3.05 No Nurse shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.
- 3.06 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 matters of employment by reason of age, race or religious affiliation, political affiliation, sex, marital status or disability subject to bonafide occupational requirements, nor by reason of membership or activity in the Union.
- 3.07 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 Nurses concerned; however, the Employer reserves the right to request and have removed posted material if considered damaging to the Employer.
- 3.08 During a newly hired Nurse's introduction and orientation period, a representative of the Union shall be given time up to a maximum of fifteen (15) minutes from her regular shift of duty without loss of pay or benefits to introduce the Union to the Nurse.

The representative from the Union shall be notified and be given time to meet with the Employee(s) during the agency/facility orientation.

ARTICLE 4 - NO DISCRIMINATION/HARASSMENT

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

4.02 HARASSMENT

The Union and the Employer recognize the right of Employees to work in an environment free of harassment, and will work jointly to achieve that goal. The Employer shall have in place a harassment policy which shall be reviewed regularly and revised as deemed appropriate.

- (a) Harassment means any objectionable conduct, comment or display by a person that is directed at a worker and:
 - (1) is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, Union activity; or
 - (2) is repeated intentional, sexually oriented practice that undermines an Employee's health, job performance or workplace relationships or endangers an Employee's employment status or potential; or
 - (3) is repeated intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; and
 - (4) constitutes a threat to the health or safety of the worker.
- (b) The policy shall be jointly developed in consultation with the Local and the appropriate Occupational Health and Safety Committee(s), and shall ensure that:
 - (1) individuals are aware of the seriousness with which the Union and Employer view harassment;
 - (2) all Employees/Managers shall be provided with the education necessary for them to prevent harassment, identify harassment when it occurs and a process to properly report complaints;
 - (3) incidents are investigated promptly, objectively, and in a sensitive confidential manner. Investigations shall be carried out in accordance with specific harassment policies and the Union shall be advised upon initiation of a formal investigation and shall be kept advised;
 - (4) if applicable, training shall be provided to those Employees deemed responsible to conduct investigations. This training shall be paid at regular rates of pay;
 - (5) the necessary corrective action is taken;

- (6) if an Employee believes that she has been harassed, an Employee should:
 - (i) tell the alleged harasser to stop;
 - (ii) document the event(s) complete with the time, date, location, names of witnesses and details for each event.
- (7) if the harassment does not stop at this point, or if the harassed Employee does not feel able to approach the alleged harasser directly, that Employee should immediately report verbally or in writing the harassment to the appropriate supervisor and/or Union representative. Upon receipt of any verbal or written complaint the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Supervisor must maintain written notes of her actions. Failure to resolve shall result in the initiation of a formal investigation.

ARTICLE 5 - REPRESENTATIVE WORKFORCE

5.01 (a) General Provisions

The Union and the Employer agree with the principle of achieving a representative workforce for Aboriginal workers. The Employer shall develop, implement, monitor and evaluate initiatives designed to facilitate employment of Aboriginal RN/RPNs in proportion to the provincial working population.

(b) Workplace Preparation

The Employer agrees to implement, in consultation with the Union, educational opportunities for all Employees to raise awareness of cultural differences with an emphasis on Aboriginal people. Payment for such educational opportunities shall be Employer paid.

ARTICLE 6 - HOURS OF WORK

6.01 Paid hours mean all hours excluding unpaid union leave, time while on Workers' Compensation, unpaid leave of absence (L.O.A.) and overtime.

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

A weekend shall mean Saturday and Sunday, beginning at 0001 Saturday and ending at 0700 Monday.

6.02 NORMAL HOURS OF WORK

- (a) Normal hours of work shall be eighty (80) hours in a biweekly period or seventy-two (72) hours in the biweekly period in which an additional day off is scheduled in accordance with Article 6.02 (b)
OR

sixty-four (64) hours in the biweekly period in which two (2) additional days off are scheduled in accordance with Article 6.02 (b).

- (b) Employee(s) shall work a total of eight (8) consecutive hours per shift, inclusive of a one-half (½) hour paid meal period during which time the Employee shall remain on the premises and be available to respond immediately to work. In the event the Employee is recalled or required to work during the meal break, such time shall be rescheduled later in the shift or, if such time is unable to be re-scheduled later in the shift, the Employee shall be paid as if they were working overtime.

Two (2) additional days off shall be scheduled within the identified six (6) week averaging period of two hundred and twenty-four (224) paid hours. Whenever possible the additional days off referred to in Article 6.02 (a) shall be scheduled in conjunction with the Employee's regular days off or scheduled Statutory Holiday off.

- (c) The biweekly periods referred to in Article 6.02 (a) shall be reconfirmed and posted during the first thirty (30) days of each calendar year. In extenuating circumstances, the biweekly period may be adjusted but shall be posted thirty (30) days prior to the implementation date.

- 6.03 Provisional work schedules shall be posted at least forty-two (42) calendar days in advance of the actual week being worked, confirmation of which shall be posted fourteen (14) calendar days in advance of the actual week being worked. Deviation from the confirmed and posted schedule shall be by mutual agreement of the Nurse(s) affected.

When Employee(s) are required to change their shift from the confirmed and posted schedule as a result of an Employer directive, the Employee(s) shall be paid a premium of double time (2X) for all shift(s) so changed. It is agreed, however, that in emergency circumstances which could not have been foreseen by the Employer, the double time (2X) rate shall only be paid for the first five (5) shifts so changed.

- 6.04 The Employer shall not implement regularly scheduled shifts of less than three (3) hours.
- 6.05 Two fifteen (15) minute paid rest periods shall be provided for all Employees on all shifts. These will occur approximately midway through each half of the shift as scheduled by the Employer.

6.06 REPORTING BACK TO WORK AFTER SHIFT COMPLETION

An Employee required to report back to work after leaving the premises of the Employer following completion of a shift, but before commencement of her next shift, shall be guaranteed a minimum of two (2) hours pay at the appropriate overtime rates.

6.07 TELEPHONE CALLS AT HOME

The Employer recognizes that Employees who are not on standby should not be telephoned at home outside of work hours. Where this becomes an issue the Employee should bring the matter to the attention of her supervisor. The supervisor shall take the necessary steps to ensure the Employee is not bothered on her own time.

An Employee, who after she has left her place of work, receives a phone call from the Employer or designate or calls from clients as authorized by the Employer and is required to provide off site assistance which does not involve a return to her place of work, shall be paid for each hour or portion thereof worked or for a minimum of thirty (30) minutes at regular rates of pay, whichever is greater.

6.08 Whenever possible, Employees shall receive no less than two (2) consecutive days off unless single days off are arranged by mutual agreement between the Employer and the Employee.

6.09 All time worked in excess of the normal hours of work shall be paid at the overtime rate of two times (2X) the Employee's regular rate of pay.

6.10 WORKING ON A SCHEDULED DAY OR DAYS OFF

Employee(s) required to work their scheduled day or days off shall receive double (2X) their regular rate of pay for such time so worked and upon request of the Employee and whenever possible, a day(s) off may be granted for such time worked. Such requests must be made within a one (1) week period of the actual time worked.

6.11 By mutual agreement between the Employer and the Employee, the Employee may take time off, calculated at the appropriate overtime rates, in lieu of the overtime pay. If such is not possible, overtime shall be paid out at the applicable rate.

6.12 If an Employee is required by the Employer to attend or participate in an In-Service Education Program, all registration or tuition related fees for the program shall be paid by the Employer and all such time required to attend the In-Service Education Program shall be regarded as working time under the terms of this Agreement and shall be compensated for accordingly.

ARTICLE 7 - SHIFT PREMIUM

7.01 Regular hours of work shall fall between 0700 and 1500, Monday to Friday. Should the Employer initiate alternate hours of work, there shall be consultation with the Union sixty (60) days prior to implementation.

7.02 Should an Employee be required, for unusual circumstances, to work other than between 0700 and 1500, a shift premium shall be paid for each hour or part of an hour worked between 1500 and 0700.

Shift premium shall be paid at the rate of three dollars and seventy five cents (\$3.75) per hour. Shift premiums shall not apply to overtime hours worked.

7.03 Should an Employee be required, for unusual circumstances, to work on a Saturday or Sunday, a weekend premium shall be paid at the rate of three dollars and ten cents (\$3.10) per hour for each hour worked between 0001 Saturday and 2400 hours Sunday. Weekend premium will not apply where an Employee is receiving overtime.

ARTICLE 8 – PROBATION

8.01 A nurse commencing work with the Employer shall be on probation during the first sixty (60) working days or six (6) calendar months whichever occurs first, with the Employer. During the probationary period, the Employer is expected to give as long a notice of termination as possible with a minimum of one week. At anytime during the probationary period, the Employer may terminate employment without notice if the nurse has been guilty of irregular conduct and/or violation of Employer rules.

ARTICLE 9 - ANNUAL VACATIONS

9.01 Annual vacations shall be taken to coincide with School Recesses unless otherwise arranged by mutual agreement between the Employer and the Employee.

9.02 Vacation Pay shall be calculated in accordance with Article 9.03, the appropriate rate of Vacation Pay shall be paid on an hourly basis. On request of the Local Vacation Pay shall be paid once per year on commencement of the summer recess.

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

- (a) During the first (1st) and subsequent, including the third (3rd) year of continuous employment with the Employer, three fifty seconds (3/52) of gross income.
- (b) During the fourth (4th) and subsequent, including the tenth (10th) year of continuous employment with the Employer, four fifty seconds (4/52) of gross income.
- (c) During the eleventh (11th) and subsequent years of continuous employment with the Employer, five fifty seconds (5/52) of gross income.
- (d) During the twentieth (20th) and subsequent years of continuous employment within the bargaining unit, two and one-half (2 ½) days per month worked (maximum of thirty (30) working days or two hundred and forty (240) working hours per year).

9.04 An Employee called back from her annual vacation leave shall be paid at the rate of two times (2x) her regular rate of pay for all hours so worked. The double time (2x) provision does not apply to Employee(s) who agree to work a hockey school during a school recess.

ARTICLE 10 - IN-CHARGE PAY

10.01 Charge Pay shall be paid for the co-ordination of Clinic activities.

Where the Nurse Manager is not on duty or she is not available to co-ordinate the Clinic activities or an assignment is made, an Employee may be designated “In Charge” of the Clinic and paid a premium of one dollar and ninety cents (\$1.90) per hour effective date of signing the Collective Agreement.

The determination of an in-charge assignment will be made in consultation with the Director of Student Life or his / her designate.

10.02 The premiums referred to in 10.01 above shall be in addition to any other premium pay so stipulated in other Articles of this Agreement.

ARTICLE 11 - STANDBY

11.01 Standby duty shall mean any period of not less than eight (8) hours during which time an Employee is not on regular duty but must be available to respond immediately to any request to return to duty.

11.02 An Employee shall not be on standby on days she is not scheduled to work commencing from the end of her last shift worked without mutual agreement in writing between the Local, the Employee(s), and the Employer. In such cases, the premium in Article 11.03 (b) shall apply. The Local or the Employer may terminate such an agreement with ninety (90) days notice.

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

(a) Employee(s) assigned to be on standby shall be paid three dollars and fifteen cents (\$3.15) per hour for each hour on standby on a regular working day with a minimum payment of eight (8) hours.

(b) Employee(s) assigned to be on standby on Statutory Holidays and days not scheduled to work shall be paid four dollars and twenty five cents (\$4.25) per hour for each hour on standby with a minimum payment of eight (8) hours.

11.04 In respect to each occasion on which an Employee is brought back to duty during a "standby" duty period, the Employee shall be deemed to be working overtime for the time so worked with guaranteed minimum payment of two (2) hours at overtime rates on each occasion of call-back.

11.05 When requested, the Employer shall provide pagers, radio telephones or cellular telephones for Employees while on standby.

11.06 (a) Normally, an Employee shall not be scheduled a combination of scheduled shifts and standby duty in excess of fourteen (14) consecutive days.

(b) The Employer shall provide a minimum of forty-eight (48) hours notice in the event standby is cancelled. Failure to provide such notice shall result in payment of standby premiums for any cancelled standby duty.

11.07 The Employer shall ensure that an out-of-scope manager is available to be called in the event of an emergency.

ARTICLE 12 - ESCORT DUTY

- 12.01 Where the Employer requests, either on its own behalf or acting as an agent for the ambulance or any other form of transportation, that an Employee escort a patient being transported through any means (i.e. medivacs), and the Employee agrees to do escort duty, subject to Article 12.01 (c) such Employee shall be considered an Employee of the Employer and;
- (a) Shall not lose regular earnings or days off for the time spent resulting from escort. Escort duty shall be counted as the time elapsed from leaving the Facility/Agency to return to the Facility/Agency.
 - (b) An Employee required to attend the patient and/or while waiting to return and/or while in return travel shall be paid overtime in accordance with Article 4 for the period exceeding normal hours of work within twenty-four (24) hours from the time she commenced her initial scheduled shift.
 - (c) An Employee shall not be required to perform escort duty against her wishes when other Employees are willing to perform this duty.

ARTICLE 13 - STATUTORY HOLIDAYS

- 13.01 For the purpose of this Agreement, payment of wages for Statutory Holidays will be in accordance with the Labour Standards Act of Saskatchewan. For the purpose of this Agreement, the following shall be considered Statutory Holidays with pay:

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

- 13.02
- a) Employees, in addition to receiving their appropriate hourly rate of pay, shall be paid on each pay cheque six (6%) percent of their gross salary earned in lieu of Statutory Holiday pay.
 - b) Employees who are required to work on a Statutory Holiday shall be paid, in addition to 8.02 a) above one and one half (1 ½) times their regular rate of pay for all hours so worked.
 - c) Employees shall have the option to bank time off in lieu of Statutory Holiday pay in whole or in part to be taken at a time as determined by the Employee.
- 13.03 An OTFT-RPT Employee who works in a Unit that is normally only operational Monday to Friday or Monday to Saturday and is given a Statutory Holiday off shall be paid as if the shift was not a Statutory Holiday provided the shift was required to fulfil her Letter of Appointment.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Insofar as the regular operations of the facility will permit, leave of absence, without pay, shall be granted provided the Employee presents valid reasons for requiring such leave.

14.02 EDUCATION LEAVE

Insofar as the regular operations of the facility will permit, an Educational leave of absence shall be granted, without pay, for up to twenty-four (24) months at the request of the Nurse.

14.03 MATERNITY/PATERNITY/ADOPTION LEAVE

An Employee who is expecting the birth or adoption of a child, shall be entitled to maternity/paternity/adoption leave without pay, provided she presents a medical certificate confirming the probable date of confinement, or in the case of adoption, gives the Employer notice of the possibility upon determination of eligibility. Such request shall be submitted in writing twenty-one (21) days in advance of the leave and shall specify the probable date of commencement and the length of the leave.

The following conditions shall apply:

- a) Leave of absence for maternity/paternity/adoption shall be for up to eighteen (18) months as requested by the Employee, except in extenuating circumstances when, in the opinion of a medical practitioner, the leave should be further extended.
- b) Such leave will be granted with the assurance that the Employee will resume employment in the same position she occupied prior to the granting of such leave. In the event the Employee on maternity/paternity/adoption leave is affected by lay off, she shall be afforded access to the provisions of Article 22 Layoff.
- c) Notice of intention to return to work, or request for a change of the length of the leave of absence, must be forwarded to the Employer fourteen (14) days prior to the expiration of the leave and where possible twenty-eight (28) days notice will be given.
- d) In the case of maternity/paternity/adoption leave, the Employer may fill the temporary vacancy for the entire duration of the leave.
- e) Supplemental Employment Insurance

Maternity/Paternity/Adoption Supplemental Employment Benefit (SEB)

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

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

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

Maternity Supplemental Employment Benefits

An Employee, who is in receipt of Employment Insurance (EI) maternity benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the Employee is eligible to receive and seventy-five (75%) of the Employee's regular weekly rate of pay. This SEB payment shall commence following completion of the two (2) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of EI maternity benefits for a maximum of fifteen (15) weeks.

The Employer will pay seventy-five (75%) of the Employee's regular weekly rate of pay for the two-week waiting period required for maternity benefits under the Employment Insurance Act.

Parental/Adoption Supplemental Employment Benefits

An Employee, who is in receipt of Employment Insurance (EI) parental/adoption benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the Employee is eligible to receive seventy-five (75%) of the Employee's regular weekly rate of pay. This SEB payment shall commence following completion of any required two (2) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of EI parental/adoption benefits for a maximum of ten (10) weeks.

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

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

SEB Payment Calculation

- SEB payments will be based on the regular weekly rate of pay in the Employee's home position.
- The regular weekly rate of pay shall be determined by multiplying the Employee's regular weekly work hours by the regular hourly rate of the last day worked prior to the commencement of the leave and excludes overtime, premiums and allowances.
- Regular weekly work hours for other than full time Employees shall be determined by calculating the average regular hours paid per week over fifty-two (52) weeks preceding the commencement of the leave.

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

14.04 COMPASSIONATE LEAVE

Upon request, on the death of a family member or someone with whom they have had an equivalent relationship, as herein defined, an Employee shall be granted compassionate leave with pay as follows:

- (a) Up to four (4) working days in the event of the death of a spouse (opposite sex or same sex, married or unmarried couples), fiancé(e), mother, father, brother, sister, son, daughter, father-in-law, mother-in-law, grandparents or grandchildren.
- (b) Up to two (2) working days in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, aunt, uncle, niece or nephew.
- (c) Employees who have to travel five hundred (500) kilometres or more one way to attend a funeral or other family responsibilities related to 9.04 (a) and (b) shall be granted an additional two (2) days without loss of pay.
- (d) Insofar as the regular operation of the Employer will permit, up to four (4) hours to attend the funeral of a co-worker.

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

14.05 LEAVE FOR SERIOUS ILLNESS

An Employee Nurse may be granted leave with pay for the serious illness of a member of the immediate family or someone with whom they have had an equivalent relationship as defined in Article 14.04.

14.06 FAMILY LEAVE

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

- (a) Full-time Employees shall accumulate family leave credits at the rate of one third (1/3) of a working day [two point six six (2.66) hours] for each month of employment up to a maximum family leave credits of five (5) working days [forty (40) hours].
- (b) Employees on OTFT status shall accumulate family leave credits on a pro rata basis in direct relation to their paid hours as compared to a Full-time Employee to a maximum of five (5) working days [forty (40) hours].

14.07 BENEFITS ON LEAVE OF ABSENCE

- (a) Leave of Absence of Less than 30 Days Duration:

Employees on leave of absence, the duration of which is less than thirty (30) days, shall continue to earn all benefits provided by this Agreement.

(b) Leave of Absence of Over 30 Days Duration:

Employees on leave of absence, except Education Leave, the duration of which is more than thirty (30) days, shall not accumulate or earn sick leave or annual vacation credits for the period of the absence greater than 30 days and a new increment date shall be established for determination of increments. Employees on Education Leave of twenty-four (24) months or less shall retain their increment date.

14.08 PARENTAL LEAVE

Upon request an Employee shall be granted up to thirty five (35) weeks parental leave without pay with the assurance that the Employee will resume employment in the same position and at the same step on the salary scale that she occupied prior to the granting of such leave. In the event the Employee on parental leave is affected by layoff, she shall be afforded access to the provisions of Article 16 - Layoff.

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

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

14.09 UNION LEAVES OF ABSENCE

(a) On the request of the Local of the Union two (2) weeks in advance of the requested leave, Employees designated by the Local shall be granted leave of absence without pay for Union business. The number of Employees granted such leave shall be determined mutually between the Local and the Employer, and shall be a minimum of, but not limited to, one (1) Employee per occasion. The time limits for notice of such leave may be reduced by mutual agreement.

(b) (1) During such union leave the Employer agrees to continue to pay normal salary and benefits to those Employees to attend to Union business as referred to in Article 9.08(a) and that the Employer is to charge the local or the Union for reimbursement of the actual payroll costs.

(2) In addition to the above, the Employer agrees to pay salary and benefits to other-than-full-time Employees on Union leave, according to the SUN hours submitted and paid on the regular pay period basis by the Employer. The Employer will charge the local or the Union for reimbursement for such costs.

(c) An Employee who is elected President of the Union's Board of Directors and/or one who is elected or selected for a full-time position with the Union or an organization with which the Union is affiliated shall, on the request of the Union, be granted for up to two (2) years leave of absence without pay for the purpose of holding office. Such leave for a Union position shall be, at the request of the Union, in accordance with 14.09(b) (2) or without pay and without loss of accrued benefits and shall be with maintenance and accumulation of seniority and increments.

During such leave for the elected position, the Employer agrees to continue paying the following benefits:

- (1) Medical and Dental Plan premiums;
- (2) Group Life Insurance premiums;
- (3) LTD premiums;

The Facility will charge the Union for reimbursement of the actual payroll costs.

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

ARTICLE 15 - SICK LEAVE

15.01 Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled or because of a disabling accident or when payments from the Workers' Compensation Board have ceased and the Employee remains sick or disabled.

15.02 After the completion of the probationary period with the Employer, each Full Time Nurse on regular Employee shall be entitled to cumulative sick leave credits computed from the day of commencement of employment at the rate of fifteen (15) days per annum, calculated at one and one-half (1 1/2) days per month or portion thereof, for each month worked, up to a maximum sick leave credit equivalent to one hundred and twenty (120) working days and such credits shall be utilized to maintain the regular income of a Employee who is on sick leave. For OTFT Employees sick leave accrual shall be calculated on a pro rated basis based on 1.5 days for every one hundred forty (140) hours worked.

15.03 In the event an Employee is on sick leave and such sick leave has expired, the Employee shall be placed on "sick leave without pay" for up to one (1) year commencing from the date of going on such leave.

It is understood that on the expiration of the period noted above, the Employer shall have the right to reassess the Employee's status.

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

15.05 An Employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time may be granted time off with pay. Such time will not be deducted from the Employee's sick leave accumulation and shall not exceed sixteen (16) working hours per year except in extenuating circumstances.

15.06 GRADUATED RETURN TO WORK

When an Employee is able to return to the work place on any type of a graduated return to work program, rehabilitation program or work hardening program, the Employer, Local and the

Employee shall, prior to the Employee returning to work, meet to identify the details surrounding the Employee's return to work.

ARTICLE 16 - DUTY TO ACCOMMODATE

16.01 Duty to Accommodate

The Employer, the Union and the Employees acknowledge their duty to accommodate Employee(s) with disabilities regardless of status (full time, OTFT-Part time, OTFT-JS and OTFT-Casual) up to the point of undue hardship. Where an Employee notifies the Employer she is able to return to work, verified by a physician's certificate, the Employer, the Union and Employee shall meet, within 14 days of receipt of notification (or as mutually agreed otherwise) to review the physician's certificate and identify the accommodations required for that Employee, prior to the Employee returning to work. The parties shall meet as needed thereafter and will identify further information or processes such as work trials needed to enable a satisfactory return to work for the Employee.

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

The parties recognize the requirement to accommodate an OTFT-Casual Employee. Subject to the Employee's restrictions and limitations and the Union's and Employer's ability to accommodate up to the point of undue hardship, the Employee shall be offered casual work.

16.02 ACCOMMODATION OF SPIRITUAL OR CULTURAL OBSERVANCES

Every reasonable effort will be made to accommodate an Employee in order for her to attend or participate in spiritual or cultural observances required by faith or culture. It shall be incumbent upon the Employee to provide the Employer with reasonable notice of such observances.

16.03 ALCOHOL AND DRUG RELATED ILLNESS

The Employer recognizes that alcohol and drug dependencies are illnesses. In the event a performance issue arises and an Employee identifies to her Employer that she is suffering from alcohol and/or drug dependency, such Employee shall be afforded the opportunity to seek treatment. The Employee shall have access to sick leave.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.01 For the purpose of this Agreement, a grievance is defined as any difference between the persons or parties bound by the Collective Agreement.

17.02 At any stage either of the parties may request a meeting to discuss the matter of the grievance without prejudice to their respective positions.

17.03 In the event of a difference arising between the Employer and the Employee, the Employee(s) concerned, with or without a representative of the Union in attendance and on the Employer's time shall seek settlement of the difference through discussion with the Director of Student Life.

- 17.04 If the difference cannot be resolved through informal discussion, the Employee who considers that she has a grievance, shall, within thirty (30) days, submit a written and signed grievance to the Director of Student Life. A copy shall be forwarded to the Local of the Union.
- 17.05 The Director of Student Life shall give a written decision within fifteen (15) days of receipt of the grievance.
- 17.06 If the grievance remains unsettled, it may be referred to the Director of Finance and Operations. The Director of Finance and Operations shall also render a written decision within fifteen (15) days.
- 17.07 If the grievance remains unsettled, it may be referred to the President of the College. The President will also render a written decision within fifteen (15) days.
- 17.08 In the event that the difference remains unsettled, the matter shall be referred to arbitration within twenty-one (21) days of the President's decision. If the grievance is not taken to arbitration with twenty-one (21) days, the grievance shall be deemed to have been settled.
- 17.09 Either party may notify the other in writing of its desire to submit the difference to arbitration. The notice shall indicate the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within seven (7) days inform the other party of its appointee to the Arbitration Board. Should either party fail to name their representative within the time limits, the Minister of Labour shall make the appointment.
- 17.10 The representatives appointed to represent each of the parties shall, within ten (10) days, select a Chairperson, who, with the two representatives, shall constitute the Arbitration Board.
- 17.11 If the representatives are unable to agree on a Chairperson, the Minister of Labour will be requested to appoint the Chairperson.
- 17.12 The Arbitration Board will not have the power to alter or amend the Collective Agreement or give any decision inconsistent with the terms of the Agreement.
- 17.13 The Arbitration Board shall hear and determine the difference and shall issue a majority decision in writing. This decision is final and binding on all parties. Should a majority decision not be reached, the Chairperson shall govern and his decision will be the award of the Board.
- 17.14 Each party will bear the expense of its respective nominee and share equally the expenses of the Chairperson.
- 17.15 Time limits specified may be extended by mutual agreement. If the grieving party fails to take any of the steps within the time limits, then it shall be deemed that the grievance has been settled. Failure on the part of the Employer to reply within prescribed time limits shall give the Union the right to proceed to the next step. Should either party fail to adhere to the time limits, the onus is on that party to show justifiable reason for its failure to adhere to such limits.

ARTICLE 18 – SENIORITY

18.01 An Employee’s “Seniority Date” shall be the date on which a permanent or temporary Employee’s continuous service within the bargaining unit commenced, including all prior periods of service as a casual, temporary or permanent Employee contiguous to present employment.

- (a) The Employer will develop an up-to-date “Seniority Date” seniority list which will be posted in places accessible to all Employees by March 1 of each year with a copy to the Local. The cutoff date for the list shall be December 31st of each year. The Employer will provide a letter to the Employees by February 10th of each year advising the Employees of their ability to request corrections from the previous seniority list. Such seniority list will be open for correction for sixty (60) days from the date of posting. Any requested corrections are limited to the period of time elapsed since the cut-off date of the previous seniority list. In the event of a dispute over the seniority of an Employee, the Employer(s) records of employment shall be the official record.
- (b) Newly hired Employees to the bargaining unit will be ranked on the seniority list according to hire date.
- (c) Employees entering the service of an Employer under the provisions in Article 34 Portability of Benefits shall be credited with their seniority date.
- (d) Where two Employees are applying for the same job and have the same hire date the following will be the process for determining the successful applicant:
 - (i) The date of their birthday (1 – 31 with 1 being the highest) shall be used as a tie breaker (i.e. in the case of birthdays of January 25 and June 9, the person with the birthday on the 9th would prevail).
 - (ii) If this does not resolve the tie breaker, then the month of the year that the birthday occurs (1-12 with 1 being the highest) will be used (i.e. in the case of birthdays on January 25 and June 25, the person with the birthday in January will prevail).

18.04 An Employee shall only lose seniority in the event she:

- (a) is discharged for just cause and is not reinstated;
- (b) voluntarily terminates the employ of the Employer;
- (c) fails to return to work immediately following the termination of leave of absence or to return to work following a layoff, unless in either case, the Employee can show a justifiable reason for failure to report to work;
- (d) is on Other Than Full-time status and is not called and/or does not work for a period of one hundred and sixty (160) calendar days from her last shift, exclusive of approved leaves of absence and school breaks.

18.05 An Employee who is appointed to an out of scope position shall lose their seniority.

ARTICLE 19 - TERMINATION OF EMPLOYMENT

- 19.01 At any time after the probationary period, the Employer may terminate employment without notice for cause. Such Nurse discharged without notice may use the grievance procedure.
- 19.02 If there is a lay-off of Nurses, Article 22.01 of this Agreement shall prevail.

ARTICLE 20 – DISCIPLINE

- 20.01 If a Nurse is discharged or suspended or given a written reprimand, such Employee shall be advised within five (5) calendar days, in writing, of the reasons for such discipline.
- 20.02 If a nurse is reported by the Employer to her professional association, the nurse shall be advised within five (5) calendar days. The nurse shall receive a copy of the report. If the nurse is fully exonerated by the professional association, all reference to the matter shall be removed from the nurse's personnel file and destroyed.
- 20.03 The Employer shall advise the Employee of their right to union representation prior to the imposition of discipline. A union representative shall be present if the Employee so desires when the Employer is imposing discipline.
- 20.04 The Employer shall give written notice, at least twenty four (24) hours in advance, to the Employee affected, with a copy to the Local, of any disciplinary meeting. Such written notice shall include the Employee's right to have a Union representative present, the time and date, place and reason for the meeting.

ARTICLE 21 – VACANCIES

- 21.01 Notice of all vacancies, including those created by a Leave of Absence of over thirty (30) days, shall be posted.
- 21.02 When filling vacancies, the following factors shall prevail:
- a) Seniority of the Nurse;
 - b) The ability, experience, performance and qualification of the Nurse;

Preference will be given to Nurses already covered by this Agreement.

ARTICLE 22 - LAY-OFF

- 22.01 In the event that a staff reduction in an Employee's normal hours of work becomes necessary, through a reduction of work to be done or budgetary restraints, the most senior nurses, subject to ability, performance and qualifications, shall be retained or given first opportunity at remaining positions or options.

- 22.02 The Local of the Union shall be given prior notice of impending lay-offs. Nurses subject to lay-off will be notified of the lay-off in accordance to the Labour Standards Act of Saskatchewan but in any case a minimum of four (4) weeks notice shall apply. This notice is waived if the lay off is covered under Article 22.04 below.
- 22.03 Any Nurse laid off would have the option of remaining on staff in a Casual Nurse capacity and be offered a position according to seniority if one comes available, prior to other nurses being hired.
- 22.04 There shall be automatic layoff notices issued to all nurses at the end of the school year. Recall to positions previously held by each nurse shall be automatic at the commencement of the school year unless a separate notice of termination or a notice of indefinite lay-off is served as per Article 22.

The Nurse Manager shall be recalled in August on a date agreed to by the Parties, this decision shall be made no later than June 30 of each year.

ARTICLE 23 - RECOGNITION OF PREVIOUS EXPERIENCE

23.01 Employees commencing employment at the Nurse A level with the Employer during the lifetime of this Agreement and who have satisfactorily completed previous experience in the amount as set out below in an Institution or Agency which required professional nursing staff, shall receive recognition for such previous experience as follows:

(a) Full-Time Previous Experience

- (1) greater than one (1) year experience but less than two (2) years experience within the past five (5) years immediately preceding the date of hiring - placement at Step 2;
- (2) two (2) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 3;
- (3) three (3) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 4;
- (4) four (4) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 5;
- (5) five (5) years of experience within the past six (6) years immediately preceding the date of employment – placement at Step 6.

(b) Other Than Full-Time Previous Experience

- (1) greater than one thousand nine hundred and forty-eight point eight (1948.8) paid hours but less than three thousand eight hundred and ninety –seven point six (3897.6) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 2;
- (2) three thousand eight hundred and ninety-seven point six (3897.6) paid hours experience within the past five (5) years immediately preceding date of employment - placement at Step 3;

- (3) five thousand eight hundred and forty-six point four (5846.4) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 4;
 - (4) seven thousand seven hundred and ninety-five point two (7795.2) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 5;
 - (5) nine thousand seven hundred and forty-four (9744) paid hours experience within the past six (6) years immediately preceding the date of employment – placement at Step 6
- 23.02 (a) upon commencement of employment, Employees hired into a classification other than Nurse A shall receive recognition for recent experience in an equivalent classification as follows:
- 1 year of such experience - Step 2
 - 2 years of such experience - Step 3
 - 3 years of such experience - Step 4
 - 4 years of such experience - Step 5
 - 5 years of such experience - Step 6
- (b) Upon commencement of employment, Employees hired into a classification other than Nurse A without experience in an equivalent classification shall be placed on the Nurse A scale based on her previous experience and advanced to that step in the higher rated scale which would be the next highest step.
- 23.03 For the purpose of determining recognition of previous experience, unused annual vacation that is paid out to an Employee on termination shall be considered as time worked.

ARTICLE 24 - RECOGNITION OF EDUCATION

- 24.01 In addition to the salary set forth in Schedule "A", any Employee who so qualifies shall receive for all paid hours, allowances for education as follows:
- | | |
|---|-----------------|
| * Approved post-graduate course | \$0.17 per hour |
| One (1) year University diploma in Nursing | \$0.17 per hour |
| Baccalaureate Degree in Nursing - Nurse A, B, | \$0.21 per hour |
| - Nurse C | \$0.45 per hour |
| Masters Degree (applicable to the position) | \$0.64 per hour |
- * Approved post-graduate course shall mean:
- (a) A nursing course of three (3) months or longer duration (including Nursing Management Course and Midwifery II). Employee(s) with Midwifery II who are assigned to obstetrical duties will receive the additional stipend.

- (b) One of the following Nursing courses or an equivalent Nursing course which carries University credit, recognized by the University of Saskatchewan College of Nursing or another accredited Nursing College/faculty:

Core concepts for Nursing Practice
Health Assessment
Teaching - Learning Process in Nursing
Foundations of Nursing Research
Issues in Professional Nursing
Professional Nursing Practice
Management for Nurses
Community Health Nursing: Theory and Practice
Senior Nursing Practicum

The titles of Nursing courses may change from time to time.
Additions and deletions to the list may be necessary.

- 24.02 The allowances for a clinical course and for the course in Nursing Unit Administration are payable only when the course is applicable to the position held by the Employee.
- 24.03 Allowances for education are not cumulative and an Employee shall be paid only for the highest qualifications attained.
- 24.04 Allowances for Education as established in this Article shall commence only after successful completion of the probationary period as set forth in Article 6.

ARTICLE 25 - LICENSE TO PRACTICE

- 25.01 It shall be the sole responsibility of the Employee to be registered with her professional association and to maintain a current license to practice nursing and/or psychiatric nursing in Saskatchewan.
- 25.02 The Employer shall pay license to practice fees in full for all Employees covered by this agreement. In instances where the Employee is registered with both the SRNA and the RPNAS, the Employer is only responsible for paying the higher of the two professional fees.

ARTICLE 26 - PERSONNEL FILE

- 26.01 (a) The Employer agrees to advise and discuss with the Employee in question any report concerning the Employee's performance or conduct while employed with the Employer prior to such being filed in the Employee's personnel file. The Employee shall be given opportunity to read the report and shall be required to sign an acknowledgement of being given the opportunity to read and discuss the report. The Employee's signature shall not be construed as her acceptance of the content of the report. An Employee shall have the right to respond in writing within fourteen (14) days of having discussed the report with the Employer and that reply shall be placed in her personnel file.
- (b) An Employee shall be given a copy of her performance appraisal.

- 26.02 (a) An Employee shall be allowed access to her personnel file, at her place of employment during mutually agreeable working hours, to review any document therein pertaining to work performance or conduct, except references from previous Employers, by making prior arrangements with the Employer designate. Any Employee may review her personnel file upon termination.
- (b) An Employee shall have the right to request and receive copies of documents contained in her personnel file.
- 26.03 After two (2) years an adverse report shall be removed from the Employee's file, unless there have been subsequent documented incidents of a similar nature.

ARTICLE 27 - UNION MANAGEMENT COMMITTEE

- 27.01 At either parties request, a joint committee shall be set up to deal with such matters of mutual concern as may arise from time to time in the operation of the Clinic.
- (a) The Committee shall be composed of representatives of the Employer(s) and the Union.
- (b) The Committee shall meet as and when required upon request of either party, within seven (7) days or as otherwise mutually agreed. The time of such meeting(s) shall be mutually determined.
- (c) Either party shall inform the other party, prior to the meeting, of matters that they wish to discuss and of the names of the persons attending.
- (d) Employees who attend committee meetings shall be released from duty with no loss of pay.

ARTICLE 28 - COURT/JURY DUTY

- 28.01 When an Employee is subpoenaed for jury duty, or as a court witness, such Employee shall not suffer any loss of salary or wages while so serving. Such Employee shall be released from duty. Any money paid to the Employee for such court attendance shall be turned in to the Employer.

An Employee on OTFT status shall be compensated for any scheduled shift within the posted and confirmed period. An Employee on OTFT status who continues on jury duty for any time period in excess of the schedule as posted and confirmed shall be compensated based on the average number of paid hours in the previous fifty-two (52) weeks. In no case shall an OTFT- RPT or OTFT - JS access less than their regularly scheduled shifts.

- 28.02 In the event that the Employee acts as a witness for the Employer in matters arising out of employment, the Employee shall not lose regular salary or day(s) off while so serving.

ARTICLE 29 - NURSES ON "OTHER THAN FULL-TIME STATUS"

- 29.01 For the purpose of this agreement "Other Than Full Time" shall include:

- a) Regular Part Time - Nurses who work on a regular and continuing scheduled basis.
- b) Job Sharing - one of no more than three (3) Nurses who share a full-time position.
- c) Casual - Nurses who work on a call-in basis and who do not appear on the schedule on a regular and continuing basis, except where the Nurse is a replacement for illness, vacation, statutory holiday or leaves of not more than thirty (30) days or to relieve temporary excess work loads.

29.02 Regular Part Time and Job Sharing positions shall be confirmed in writing by Letter of Appointment which shall contain the job status, number of hours and shifts per rotation and reference to the Nurse's availability for casual work.

29.03 "Seniority" shall be defined as per Article 18 of this Agreement.

29.04 Nurses on Other Than Full Time status shall be entitled to all other benefits of this Agreement (Subject to Pension and Group Insurance and Medical and Dental provisions) on a pro rata basis in direct relation to their paid hours as compared with that of a full-time Employee (a year being 1500 paid hours).

29.05 Nurses on Other Than Full Time status shall earn sick leave credits on a pro rata basis in accordance with their paid hours and shall have access to utilize accrued sick leave credits for any scheduled shifts lost due to illness, it being understood that sick leave would only be paid in instances where the Nurse missed a shift due to illness or injury when she had been scheduled in advance to work.

29.06 A Nurse on Other Than Full Time status who is regularly scheduled on a continual basis and who becomes unavailable for duty due to illness or injury for any time period in excess of the schedule as posted and confirmed shall have access to accrued sick leave credits on a pro rata basis in relation to her posted schedule until such time as either her sick leave credits expire or she is available for work.

ARTICLE 30 - GROUP LIFE INSURANCE

30.01 The Employer shall provide, at no cost, for each permanent Employee who so qualifies in accordance with the Saskatchewan Labour Standards Act, group life insurance in the amount of two times (2x) annual salary.

ARTICLE 31 - LONG TERM DISABILITY PLAN

31.01 As defined in the Hill Companies Class 7 Plan – policy 24285A, Administrative Services Agreement 24285B.

ARTICLE 32 – ENHANCED MEDICAL AND DENTAL

32.01 As defined in the Hill Companies Class 7 Plan – policy 24285A, Administrative Services Agreement 24285B.

ARTICLE 33 - PENSION PLAN

33.01 As per the agreement between The Great West Life Assurance Company and Athol Murray College of Notre Dame in place as of date of signing of this collective agreement.

ARTICLE 34 - PORTABILITY OF BENEFITS

Any Employee who terminates from all positions in the bargaining unit or with other Employers where the Union represents Employees and who commences employment within one year within the bargaining unit shall retain her seniority, unused sick leave credits earned in the past twenty-four (24) month period, family leave credits, most recent vacation accrual rate, vacation length of service date and salary step.

An Employee re-employed within one year shall have a new increment date established to coincide with the first day of work.

ARTICLE 35 - HEALTH AND SAFETY

35.01 The Employer and the Union endorse the principle of worker occupational health and safety and shall continue to enhance safety measures.

35.02 An Occupational Health and Safety Committee as provided for under the Occupational Health Act, 1972, shall be implemented.

35.03 An Employee or a group of Employees who have a safety concern shall refer the concern to the Health Care Co-ordinator and/or the Occupational Health and Safety Committee.

35.04 A Nurse who believes she may be physically endangered when attending a student shall not be required to attend that student. The nurse shall immediately inform the Health Care Co-ordinator or, if she is not available, the Dean of Residences, of her concern. When an incident demonstrates that a student's behavior may constitute a risk to the safety of another student or staff, the Health Care Co-ordinator or the Dean of Residence, in consultation with the Nurse on duty, will deal with the Student immediately to consider alternate care delivery and/or to arrange for and facilitate a transfer to a more appropriate facility.

35.05 The nursing staff at Notre Dame College are encouraged to be sensitive to the needs of students, bringing forward concerns or recommendations relative to student health care needs, safety issues and other matters of mutual concern to the nursing staff and the administration of the College.

These concerns or recommendations must first be taken to the Health Care Co-ordinator. If discussion with the Health Care Co-ordinator has not resolved the issue, the nurse shall, in writing, communicate her concerns or recommendations to the Health Care Co-ordinator and the President of the College. A meeting shall be called of the nursing staff involved, the Health Care Co-ordinator and the President of the College to consider the concerns and options to solve the problems or prevent potential problems.

ARTICLE 36 - TERMS OF AGREEMENT

- 36.01 This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after July 1, 2009 up to and including June 30, 2012 and from year to year thereafter, unless notification of desire to amend or terminate be given in writing.
- 36.02 Either party may not less than thirty (30) days nor more than sixty (60) days before the expiry date hereof, give notice in writing to the other party to terminate this Agreement or revision thereof.
- 36.03 Notwithstanding the above, this Agreement shall be deemed to remain in effect beyond the termination date stated in the foregoing during such periods of negotiations as are required to conclude a new Agreement.

ARTICLE 37 - SALARY AND INCREMENTS

- 37.01 The salary scale for Employee(s) shall be set out hereinafter in Schedule "A".
- 37.02 Salaries shall be paid by the calendar month, semi-monthly, or bi-weekly as has been the custom of the College and may be changed by mutual agreement between the Employer and the Union.
- 37.03 Current deductions shall be made as required by Federal and Provincial legislation and no other deductions may be made without written consent of the Employee concerned except as otherwise provided for in this Agreement.
- 37.04 Except in emergency situations, Employee(s) who are paid by cheque will be able to receive their cheque anytime during the normal operating hours of the business office on the pay day.
- 37.05 An Employee's anniversary of their employment date shall be their increment date for the purpose of wage progression and the Employee shall be eligible for increments as specified in Schedule "A".
- 37.06 Employee(s) on OTFT status shall be eligible for increments as follows:
- (a) Employee(s) placed at Step 1 shall remain at such rate for one thousand nine hundred and forty-eight point eight (1948.8) regular hours or twelve (12) months whichever is the later and then shall be eligible to move to Step 2 of the salary scale; and thereafter, shall be eligible for increments in accordance with Article 37.06 (b).
 - (b)
 - (1) Employee(s) on Step 2 or higher of the salary scale on completion of nine hundred and seventy-four point four (974.4) regular hours or one (1) year whichever occurs later, shall receive one-half (1/2) of the increment to the next Step. On completion of a further nine hundred and seventy-four point four (974.4) regular hours (i.e., a total of one thousand nine hundred and forty-eight point eight (1948.8) hours) the Employee shall receive the full Step rate.
 - (2) Thereafter, advancement through further Steps of the scale shall be in accordance with the procedure outlined in (1) above.

SCHEDULE A - RATES OF PAY

Year 1											
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6	LS
A	29.59	30.98	31.70	32.42	33.19	33.95	35.11	36.26	37.33	38.40	39.17
B	32.25	33.76	34.55	35.34	36.17	37.00	38.26	39.51	39.87	40.22	41.02
C	35.15	36.81	37.66	38.51	39.42	40.33	41.70	43.07			43.93
Grad.	25.54										
Year 2											
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6	LS
A	31.07	32.53	33.29	34.04	34.85	35.65	36.86	38.07	39.20	40.32	41.13
B	33.86	35.45	36.28	37.11	37.98	38.85	40.17	41.49	41.86	42.23	43.07
C	36.91	38.65	39.55	40.44	41.40	42.35	43.79	45.22			46.13
Grad.	26.82										
Year 3											
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6	LS
A	32.62	34.16	34.95	35.74	36.59	37.43	38.70	39.97	41.16	42.34	43.19
B	35.55	37.22	38.10	38.97	39.88	40.79	42.18	43.56	43.95	44.34	45.22
C	38.76	40.58	41.52	42.46	43.47	44.47	45.98	47.48			48.44
Grad.	28.16										
Year 4											
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6	LS
A	34.25	35.87	36.70	37.53	38.42	39.30	40.64	41.97	43.22	44.46	45.35
B	37.33	39.08	40.00	40.92	41.88	42.83	44.29	45.74	46.15	46.56	47.48
C	40.70	42.61	43.60	44.58	45.64	46.69	48.27	49.85			50.86
Grad.	29.57										

Note: Graduate Nurses are unregistered.

ARTICLE 38 – LONG SERVICE RECOGNITION

Commencing on signing date, 2% will be added to the basic rate of pay for each Employee who has completed 20 years of employment in the bargaining unit for so long as she remains employed in the bargaining unit.

- 38.01 Salaries shall be paid as has been the custom of the Employer and may only be changed by mutual agreement between the Employer and the Union.
- 38.02 Current deductions shall be made as required by Federal and Provincial legislation and no other deductions may be made without written consent of the Employee concerned except as otherwise provided for in this Agreement.
- 38.03 Except in emergency situations, Employees who are paid by cheque will be able to receive their cheque anytime after noon on the pay day.

**Letter of Understanding
Between
Saskatchewan Union of Nurses
And
Athol Murray College of Notre Dame**

The parties agree the staffing complement for the clinic is one permanent full-time Nurse Manager Position. The parties further agree the current practice is an existing .85 Nurse Manager and a Nurse A position which consists of 6 – 8 hour shifts in each month of the school term.

Over the life of the agreement, if either the current Nurse Manager or the current Nurse A resign their position, the parties will meet to decide either to continue current practice and post the existing vacancy or to revert to the permanent full-time Nurse Manager position and post that vacancy.

If the decision is to revert to a permanent full-time Nurse Manager position, the displaced Employee will have the option to casual status or be laid off in accordance with Article 22.

The parties agree to the terms set out in this Agreement this _____ day of _____ 2009.

Signed on behalf of SUN:

Signed on behalf of
Athol Murray College:

Donna Driediger

Dan Anderson

Rosalee Longmoore

David Howie

Judy McKenzie

Monique Pollon