

**Letter of Understanding
Between SAHO and HSAS
Effective date: November 20th, 2016**

Re: Inclusion of the Midwife Classification

The parties agree that the job classification of Midwife is recognized as a health care profession that is within the scope of the Health Sciences Association of Saskatchewan (HSAS).

The parties agree that the terms and conditions of the current collective agreement between HSAS and SAHO shall apply to the Midwife job classification except as indicated below:

1. On date of signing, Employees working as Midwives will be credited with seniority in accordance with Article 10 of the Collective Agreement. Seniority will be determined from their last date of hire in the Midwife classification or any other classification within the HSAS bargaining unit. The determination of the number of hours of seniority will be determined based on full-time hours equivalent to 1948.8 hours (ie: a Midwife working full-time hours will be credited with a maximum of 1948.8 hours of seniority per year of employment).
2. Midwives shall be credited with sick leave credits from their last date of hire that they would have attained had all their time been covered by the Collective Agreement minus sick leave used during that time period. Following this initial determination of entitlements, Article 12 of the Collective Agreement shall apply.
3. Vacation entitlements for Midwives will continue at their current rate of accrual for Midwives employed at the date of signing of this LOU until such time as an increase is warranted as per Article 13.07 (c) and (d) of the Collective Agreement. All new Midwives hired after this LOU is signed will have their vacation determined under Article 13.07.
4. The Employer and HSAS recognize the unique nature of the services that Midwives provide for their clients and the flexibility that is required in order to provide these services to their clients. In order to achieve this flexibility, the parties agree that the following provisions of the Collective Agreement will not apply to Midwives:
 - Article 13.12 – Call Back From Vacation (the applicable language is set out in clause 5 below)
 - Article 15 – Hours of Work (with the exception as set out in clause 5 below)
 - Article 16 – Allocation of Additional Work

- Article 19.07 - Shift Premiums

The Midwife will devote as many hours to providing midwifery services as may be necessary to fully discharge their professional responsibilities. Midwives employed on a full-time basis are expected to work at least 37.5 hours per week and will be paid for 37.5 hours per week, subject to any unpaid leaves of absence. It is not expected that all these hours will be performed at the employee's designated work site or during regular scheduled shifts. Time spent on sick leave, annual vacation and other approved paid leaves of absence are considered to be hours worked.

In lieu of the above provisions and to recognize and compensate for irregular hours, extended hours, additional hours over 37.5 hours per week and other unique aspects of their service delivery, Midwives will be credited on April 1st of each year with 30 paid Days-in-Lieu. These Days-in-Lieu will be administered as follows:

a) Entitlement:

The entitlement to these Days-in-Lieu will be pro-rated based on paid hours for a Midwife who works a partial year and/or less than full time hours. The entitlement to these Days-in-Lieu will also be reduced to take into account any extended period of over 30 consecutive calendar days during which the Midwife is not actively at work, examples of which include but are not limited to any of the leaves identified in Article 11 that extend beyond 30 days, and such extended periods during which a Midwife is absent from work as set out in Article 23. For sick leaves, the entitlement to these Days-in-Lieu will be reduced to take into account any period of over 90 consecutive calendar days during which the Midwife is not actively at work. Days-in-Lieu will not be reduced to take into account vacation leaves of over 30 days.

b) Scheduling

It is the responsibility of the Midwife to schedule the use of these Days-in-Lieu, taking into consideration client needs and the workloads and schedules of her colleagues. The Employer retains the ability to schedule these Days-in-Lieu following consultation with the Midwife, and/or to adjust the workload of the Midwife to allow her the opportunity to use the Days-in-Lieu. In the event that more than 10 Days-in-Lieu remain to the credit of the Midwife in the last quarter of the year, the Employer may schedule the Days-in-Lieu before the end of the year or the Employer will pay the Midwife for these days at regular rates of pay.

For Midwives employed on a permanent basis:

Where the Midwife has not used all of her Days-in-Lieu by March 31st, the Days-in-Lieu remaining, to a maximum of 10 days (pro-rated for Midwives who work less than full time hours) , will be provided as follows:

- With the Employer's consent, Days-in-Lieu can be carried forward into the next year; or
- The Days-in-Lieu will be paid out at regular rates of pay.

Any additional Days-in-Lieu that are not used by March 31st are lost. Days-in-Lieu will not be paid out upon termination or retirement.

For Midwives employed on a casual or temporary basis:

Days-in-Lieu that have accrued to the Midwife will be taken at a time mutually agreed to between the Midwife and the Employer, or paid out at the earliest of:

- The end of the Midwife's casual or temporary appointment; or
- March 31st.

Any Days-in-Lieu that have been taken but which are over and above the Midwife's entitlement at the time of her termination of employment will be deducted from her final pay.

5. Call Back from Vacation

It is recognized that Midwives will have some flexibility to schedule and re-schedule their vacation based on client needs, also taking into consideration the workloads, schedules and vacation requests of their colleagues.

In the event that the Employer directs a Midwife to return from vacation, the Midwife will immediately notify the Employer of any associated unrecoverable cost that the Midwife will experience. The Employer will reimburse the Midwife for such reasonable and actual cost, where supported by receipts or other satisfactory proof. In addition, the Midwife shall be paid:

- a) two times (2x) her regular hourly rate of pay for all hours worked; and/ or

- b) If the Midwife is required to be “on call” during this period, the standby payment set out in Article 15.11(c) will apply for all periods of “on call” where the Midwife is not otherwise required to work.

Upon completion of the work and/or “on call” that the Midwife had been called back to perform, the Midwife may, at her discretion, resume and complete the remainder of the scheduled vacation days or, by mutual agreement with the Employer, reschedule unused vacation to be taken at a later date.

- 6. Article 18 – Salary Provisions shall apply as follows:
 - a. Rates – as set out in the attached Wage Schedule
- 7. Article 21.09 – Probationary Period shall apply to employees working as Midwives commencing when an employee has gained privileges as a Midwife. “Hours worked” shall be determined as set out in clause 10 below.
- 8. Employees working as Midwives shall have access to the Employee Benefit Plans provided to HSAS members as soon as practical following the signing of this LOU. When the Employee Benefits Plans provided to HSAS members take effect, the benefit plans for out-of-scope employees will no longer apply.
- 9. For the purposes of the interpretation and application of the collective agreement provisions to Midwives:
 - a. a “scheduled shift” is considered to be 7.5 hours in duration, even though the Midwife might work more or less hours from time to time;
 - b. A full-time Midwife is considered to have worked 1948.8 hours per year. Any references to “hours worked” or “hours paid” shall be determined based on full-time hours of 1948.8, and prorated for partial years and/or other-than-full-time status; and
 - c. Midwives will be treated as if they were regularly scheduled to work Monday through Friday (for the purposes of determining entitlements such as public holidays, bereavement leave, etc.).

DATED THIS 20th DAY OF November, 2016.

Signed on behalf of:

SAHO



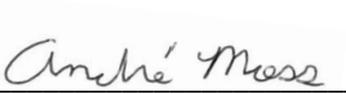
Ben Wihlidal



Carlisle Fenske



Kevin Zimmerman



André Moss



Shervin Rahman



Brenda Schwan

Signed on behalf of:

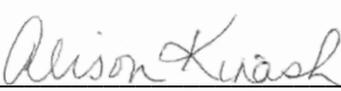
HSAS



Kevin Glass



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Alison Kinash
