

# COLLECTIVE AGREEMENT JOINT INTERPRETATION UPDATE

Date: June 24, 2016

SUN #: 16-002

Re: Article 7 - HOURS OF WORK



2330 2nd Avenue  
Regina, SK  
S4R 1A6

Phone:  
306.525.1666  
Toll Free:  
800.667.7060  
Fax:  
306.522.4612

<http://sun-nurses.sk.ca/>



500 – 2002 Victoria  
Avenue  
Regina, SK  
S4P 0R7

**Labour Relations  
Division**

Phone:  
306.347.1740  
Fax:  
306.347.1043

[www.saho.ca](http://www.saho.ca)

## Issue: 7.12 Weekends Off

(a) Insofar as the regular operation of the Employer will permit, Employees shall receive a minimum of three (3) weekends off in an identified six (6) week period. Criteria for determining where operational requirements permit shall be based on two hundred and twenty-four (224) hours per an identified six (6) week period. And in any case an Employee shall not work more than three (3) consecutive weekends. If the results will allow the implementation of any or all Articles 7.10, 7.12 (a) and 7.12 (c) (i) without changing the make up for personnel complement, then this provision shall be put into effect. However, Employees shall receive a minimum of two (2) weekends off in an identified five (5) week period. In any case an Employee shall not work more than three (3) consecutive weekends in a row.

(b) An Employee on OTFT **status** shall not be required to work more than three (3) consecutive weekends unless the Employee requests otherwise in writing. Waiver of the premium for consecutive weekends shall only be at the initiation and written request of the Employee and may be rescinded at any time. Copies of all consecutive weekend premium waivers shall be forwarded to the Local of the Union at the time they are received by the Employer. The definition of a weekend shall be as set out in Article 7.02 (c). It is understood that the Employee has the responsibility of bringing to the attention of the Employer that she has worked the three (3) previous consecutive weekends and that her being required to report for duty would violate the intent of this provision. Failure to do so would result in waiver of any claim to a violation of Article 7.12 (a) or 7.12 (c) (i).

### (c) Home Care Employees

#### (i) Full-Time Employees

Full-time Employees shall receive as great a number of weekends off as reasonably possible with a minimum of two (2) weekends off in any three (3) week period. Deviation from the above shall be at the request of the Employee with the agreement of the Employer.

#### (ii) OTFT Employees

An Employee on OTFT status shall not be required to work more than one (1) weekend in two (2) unless there is mutual agreement as in Article 7.12 (b) above. Rural Employees may be required to work a maximum of two (2) weekends in any four (4) weekends, only when a relief Employee is not available to work; otherwise, rural Employees shall have one (1) weekend off in two (2) weekends.



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If the relief Employee is not made available and the Employee has to work more than two weekends in four, then the Employee shall receive double times (2x) her regular rate of pay for all hours so worked.

It is understood that the Employee has the responsibility of bringing to the attention of the Employer that she has worked the previous weekend(s) and that her being required to report for duty would violate the intent of this provision. Failure to do so would result in waiver of any claim to a violation of this Article.

**(iii) OTFT Employees Working in Additional Unit/Facility/Agency**

**An Employee on OTFT status who works in an additional Unit/Facility/Agency outside of Home Care, shall not be required to work more than three (3) consecutive weekends unless the Employee requests otherwise in writing. Waiver of the premium for consecutive weekends shall only be at the initiation and written request of the Employee and may be rescinded at any time. Copies of all consecutive weekend premium waivers shall be forwarded to the Local at the time they are received by the Employer.**

**It is understood that the Employee has the responsibility of bringing to the attention of the Employer that she has worked the previous weekend(s) and that her being required to report for duty would violate the intent of this provision. Failure to do so would result in waiver of any claim to a violation of this Article.**

**Interpretation Guidelines:**

**Article 7.12 (b) and (c) (iii)**

This provision applies to employees who have been hired as OTFT-casual and OTFT-JS and OTFT-RPT who have elected to work additional hours beyond their regular number of hours and shifts as provided in Article 27.09, Notification of Successful Applicant.

The waiver referred to in 7.12 (b) and (c) (iii) does not apply to regularly scheduled weekends as part of a master rotation for OTFT-JS and OTFT-RPT. This language pertains to casual shifts (outside of regular OTFT-JS and OTFT-RPT scheduled hours) on the weekend which may trigger four consecutive weekends. It is these casual shifts for which the employee may waive the right to premium pay.

Note: Article 7.12 (c) (iii) applies to employees working in home care **in addition** to working casual hours in another unit/facility/agency.