

Multi-generation  
**Collective Agreement**

Between

Extendicare ( Canada ) Inc

and

The Service Employees International Union,  
Local 299 & 333

Begins: 01/01/1998, Terminates: 03/31/2001

12388 (01)

Source: Unionl  
Employees: 580  
Received by: AH  
Date:  
Coded :

Pre generation 01, see page 67

## INDEX

PREAMBLE .....	1
ARTICLE 1 - TERM OF AGREEMENT .....	1
1.01 Term of Agreement .....	1
1.02 Open Period .....	1
ARTICLE 2 - MANAGEMENT RIGHTS .....	1
2.01 Management Rights .....	1
ARTICLE 3 - RECOGNITION AND NEGOTIATION .....	1
3.01 Recognition .....	1
3.02 Negotiation .....	1
3.03 Union Representation .....	1
3.04 Discipline .....	1
3.05 Work of the Bargaining Unit .....	1
ARTICLE 4 - NON-DISCRIMINATION .....	1
4.01 <b>Non-Discrimination</b> .....	1
ARTICLE 5 - UNION SECURITY AND CHECKOFF OF UNION DUES .....	1
5.01 Union Membership .....	1
5.02 <b>Dues</b> Checkoff .....	4
5.03 <b>Dues</b> .....	1
5.04 <b>Monthly</b> Statement of Staff Changes .....	1
5.05 <b>New Employees</b> .....	1
5.06 Introduction to Union <b>Steward</b> .....	1
5.07 <b>No</b> Individual Agreements .....	1
5.08 T-4 Slips .....	1
5.09 Change of Personal Information .....	5
ARTICLE 6 - MANAGEMENT - <b>UNION</b> COMMITTEE .....	5
6.01 Joint Committee .....	1
6.02 <b>Composition</b> .....	1
6.03 Time Limits .....	1
6.04 Jurisdiction .....	1
6.05 Nursing Policy Committee .....	1
6.06 <b>No</b> Loss of Pay For Joint or Nursing Policy Committee .....	1
ARTICLE 7 - GRIEVANCE PROCEDURE .....	1
7.01 Definition .....	1
7.02 Union Grievance Committee .....	1
7.03 Permission to Leave Work .....	1
a) Employee .....	1
b) Union Representative .....	1
7.04 Investigation .....	1
7.05 Proviaion of Payroll Information .....	1
7.06 Suspension and/or Dismissal Grievances .....	1
7.07 First Step - Grievance to Immediate Supervisor or Designate .....	1
7.08 Second Step - Grievance to Chief Executive Officer or Designate .....	1
7.09 Alternate Dispute Resolution .....	1
7.10 Referral to Arbitration .....	1
7.11 Procedure When Time Limits Expire .....	1
7.12 Extension of <b>Time</b> Limits .....	1
7.13 Procedural Orderliness .....	1
7.14 Time Limits on Statutory Holidays .....	1

7.15	Special Measures .....	1
ARTICLE 8 - ARBITRATION .....		1
8.01	Board of Arbitration .....	1
8.02	Certain Rules and Procedures Applying .....	1
8.03	Decision .....	1
8.04	Coats of Arbitration Board .....	1
8.05	Power of the Arbitrator or Arbitration Board .....	1
ARTICLE 9 - SENIORITY .....		1
9.01	.....	1
a)	Definition of Seniority .....	1
b)	Transition Process For Calculating Geographic District Seniority .....	1
9.02	Accumulation of Seniority .....	1
9.03	Maintenance of Seniority .....	1
9.04	Loss of Seniority .....	1
9.05	Seniority List .....	1
ARTICLE 10 - PROBATIONARY PERIOD .....		1
10.01	Probationary Period for New Employees .....	1
ARTICLE 11 - VACANCIES AND NEW POSITIONS .....		1
11.01	Creation of New Classifications or Changes to Existing Classifications .....	1
11.02	Job Postings .....	1
11.03	Posting of Vacancies .....	1
11.04	Filling of Vacancies .....	1
a)	Bidding of Vacancies .....	1
b)	Commencement of Job .....	1
c)	Appointment of Applicant .....	1
d)	Letter of Appointment .....	1
11.05	Trial Period .....	1
11.06	Rates of Pay .....	1
a)	Pay on Promotion .....	1
b)	Pay on Demotion .....	1
c)	Pay For Work in Same Classification of Pay Grade .....	1
11.07	Work Assignment .....	1
a)	Working at a Higher Paid Classification .....	1
b)	Working at a Lower Paid Classification .....	1
11.08	Temporary Vacancies .....	1
11.09	Call-In System .....	1
11.10	Special Classification Adjustments .....	1
ARTICLE 12 - LAYOFF AND RE-EMPLOYMENT .....		1
12.01	Layoff .....	1
12.02	Notification of Layoff .....	1
12.03	Discussion of Options and Time to Elect .....	1
12.04	Displacement of Employees .....	1
12.05	Local Negotiations .....	1
12.06	Reporting .....	1
12.07	Notice of Layoff Cancelled .....	1
12.08	Orientation Period .....	1
12.09	Employer to Provide Counselling .....	1
12.10	Trial Period Upon Displacement .....	1
12.11	Rights of Employees On Layoff .....	1
12.12	Rights of Employee Upon Re-employment .....	1
12.13	Orientation and Trial Period Upon Re-employment .....	1
12.14	Provision for Amendment .....	1
12.15	No New Employees Hired .....	1
ARTICLE 13 - HOURS OF WORK .....		1
13.01	.....	1

a) Standard Application .....	1
b) Applicable to Long-Term Care Facilities .....	1
c) .....	1
d) .....	1
<b>13.02 APPLICABLE TO PERMANENT PART-TIME AND OTFT HOME CARE .....</b>	<b>1</b>
1) Hours of Work .....	1
2) Assignment of Work .....	1
3) Time and Travel .....	1
<b>13.03 Definition of a Day .....</b>	<b>1</b>
<b>13.04 Definition of a Week .....</b>	<b>1</b>
<b>13.05 Work Schedules .....</b>	<b>1</b>
<b>13.06 Rest Periods .....</b>	<b>1</b>
<b>13.07 Meal Periods .....</b>	<b>1</b>
<b>13.08 Overtime .....</b>	<b>1</b>
<b>13.09 Overtime Against Wishes .....</b>	<b>1</b>
<b>13.10 Time Off in Lieu .....</b>	<b>1</b>
<b>13.11 Standby .....</b>	<b>1</b>
a) Definition of Standby Assignment .....	1
b) Standby Payment .....	1
c) Alternate Arrangements for Standby .....	1
<b>13.12 Call Back ... ..</b>	<b>1</b>
a) Call Back After Completion of Shift .....	1
b) Call Back After Midnight or on Statutory Holidays .....	1
c) Call Back on a Scheduled Day(s) Off .....	1
d) Call Back During Vacation .....	1
e) Telephone Consultation .....	1
<b>13.13 Transportation Allowance .....</b>	<b>1</b>
<b>13.14 Shift Premium .....</b>	<b>1</b>
<b>13.15 Weekend Premium .....</b>	<b>1</b>
<b>13.16 Weekends Off .....</b>	<b>1</b>
<b>13.17 Expansion of Hours .....</b>	<b>1</b>
<b>ARTICLE 14 - STATUTORY HOLIDAYS .....</b>	<b>1</b>
<b>14.01 Statutory Holiday .....</b>	<b>1</b>
14.02 Statutory Holiday on Scheduled Day Off .....	1
<b>14.03 Working on a Statutory Holiday .....</b>	<b>1</b>
14.04 Christmas and New Year's Day Off .....	1
<b>ARTICLE 15 - LEAVES OF ABSENCE .....</b>	<b>1</b>
<b>15.01 General Leave of Absence .....</b>	<b>1</b>
15.02 Maternity Leave .....	1
15.03 Adoption Leave .....	1
<b>15.04 Parental Leave .....</b>	<b>1</b>
15.05 Family Illness Leave .....	1
15.06 Pressing Necessity .....	1
<b>15.07 Medical Care Leave .....</b>	<b>1</b>
<b>15.08 Bereavement Leave .....</b>	<b>1</b>
15.09 Union Leave .....	1
<b>15.10 Leave for a Union Position .....</b>	<b>1</b>
15.11 Election to Professional Association .....	1
<b>15.12 Education Leave .....</b>	<b>1</b>
<b>15.13 Paid Jury or Court Witness Leave .....</b>	<b>1</b>
<b>15.14 Leave for Public Office .....</b>	<b>1</b>
15.15 Benefit Accrual .....	1
<b>ARTICLE 16 - VACATION .....</b>	<b>1</b>
<b>16.01 Definition of Vacation .....</b>	<b>1</b>
<b>16.02 Definition of Vacation Year .....</b>	<b>1</b>

16.03	Vacation Period and Posting .....	1
16.04	Date of Employment .....	1
16.05	Vacation Credits .....	1
16.06	<b>Vacation Pay</b> on Termination .....	1
16.07	<b>Pro-Rata</b> Vacation Credits .....	1
16.08	Vacation Pay .....	1
16.09	Assignment of Vacation Dates .....	1
16.10	Displacement of Vacation .....	1
16.11	Unbroken Vacation Period .....	1
16.12	Statutory Holiday Within Scheduled Vacation Period .....	1
16.13	<b>Part-Time, OTFT Home</b> Care and Casual Employee Vacation Entitlement .....	1
16.14	Better Than Vacation Provisions .....	1
16.15	Carry Over of Vacation .....	1
<b>ARTICLE 17 - PAYMENT OF WAGES</b> .....		1
17.01	Schedules .....	1
17.02	<b>Payment</b> of Wages .....	1
17.03	Deductions .....	1
17.04	<b>Red-Circled Jobs</b> .....	1
<b>ARTICLE 18 - INCREMENTS</b> .....		1
18.01	.....	1
18.02	Return to Previous Job Classification .....	1
18.03	Recognition of Previous Experience .....	1
<b>ARTICLE 19 - GENERAL PROVISIONS</b> .....		1
19.01	Compensation for Post Mortem .....	1
19.02	Personal Property Loss .....	1
19.03	Uniforms .....	1
19.04	Bulletin Boards .....	1
19.05	Tools and Equipment Supplied .....	1
<b>ARTICLE 20 - TECHNOLOGICAL CHANGE</b> .....		1
20.01	Technological Change .....	1
<b>ARTICLE 21 - EMPLOYEE PERFORMANCE REVIEW</b> .....		1
21.01	Employee Performance Review .....	1
21.02	Access to Personnel File .....	1
<b>ARTICLE 22 - SAFETY AND HEALTH</b> .....		1
22.01	Health and Safety Committee .....	1
22.02	Referral of Health or Safety Concern .....	1
22.03	<b>Client/Patient/Resident</b> Behaviour .....	1
22.04	<b>Medical Examination</b> .....	1
22.05	Proper <b>Accommodation</b> .....	1
<b>ARTICLE 23 - SICK LEAVE</b> .....		1
23.01	Definition of Sick <b>Leave</b> .....	1
23.02	Notice of <b>Illness</b> .....	1
23.03	Accumulation of Sick Leave .....	1
23.04	Deductions from Sick Leave Credits .....	1
23.05	Verification of <b>Illness</b> .....	1
<b>ARTICLE 24 - WORKERS' COMPENSATION</b> .....		1
24.01	Workers' Compensation Benefits .....	1
<b>ARTICLE 25 - EMPLOYEE BENEFITS PLANS</b> .....		1
25.01	<b>Disability</b> Income Plan .....	1
a)	Joint Funding .....	1
b)	Administration .....	1
c)	Terms of Plan .....	1
d)	D.I.P. Coverage While on Leave .....	1
e)	Pension Credits on D.I.P. .....	1
f)	Group Life Coverage on D.I.P. .....	1

25.02	Group Life Insurance .....	1
25.03	Dental Plan .....	1
25.04	Pension Plan .....	1
ARTICLE 26 - RETIREMENT .....		1
26.01	Normal Retirement Date .....	1
ARTICLE 27 - Training and Education .....		1
27.01	Training Opportunities That Do Not Require Posting .....	1
27.02	Assistance for Education .....	1
27.03	Education Support .....	1
27.04	Recognition of Education .....	1
ARTICLE 28 - DEFINITIONS .....		1
28.01	Temporary Employee .....	1
28.02	Full-Time Employee .....	1
28.03	<b>Part-Time Employee</b> .....	1
28.04	Other Than Full Time (Home Care) .....	1
28.05	<b>Casual Employee</b> .....	1
28.06	Use of Gender .....	1
28.07	Definition of Transfer .....	1
28.08	Definition of Demotion .....	1
28.09	Definition of Promotion .....	1
MONETARY SETTLEMENT .....		1
NOTE ON RETROACTIVITY .....		1
SCHEDULE "E" .....		1
SCHEDULE "F" .....		1
POLICY .....		1
<b>RE: D.I.P.</b> .....		1
<b>RE: WORKERS' COMPENSATION BOARD</b> .....		1
LETTERS OF UNDERSTANDING .....		1
# 1	<b>RE: CONTRACTING OUT</b> .....	1
# 2	<b>RE: SPECIAL CARE AIDES/RESIDENT ATTENDANTS</b> .....	1
# 3	<b>RE: GRANDFATHERING EMPLOYEES WHO OPTED OUT OF PENSION PLAN</b> .....	1
# 4	<b>RE: IMPLEMENTATION OF 1948.8 HOURS OF WORK</b> .....	1
# 5	<b>RE: IMPLEMENTATION OF JOINT JOB EVALUATION AND POLICY FRAMEWORK PAY EQUITY</b> .....	1
# 6	<b>RE: SHARING OF THE EMPLOYMENT INSURANCE REBATE</b> .....	1
# 7	<b>RE: PORTABILITY OF SENIORITY</b> .....	1
# 8	<b>RE: UTILIZATION OF LICENCED PRACTICAL NURSES</b> .....	1
# 9	<b>RE: INDEPENDENT ASSESSMENT COMMITTEES</b> .....	1
<b>LETTER OF INTENT</b> .....		1
# 1	<b>RE: EMPLOYMENT OF FULL-TIME OR PART-TIME EMPLOYEES</b> .....	1
# 2	<b>RE: EMPLOYEE ASSISTANCE PROGRAM</b> .....	1
Signed on behalf .....		1

## **PREAMBLE**

1. Whereas it is the desire of both parties to this Agreement:
  - a) To maintain and improve harmonious relations between the Employer and members of the Union;
  - b) To recognize the mutual value of joint process in the negotiation of all matters pertaining to working conditions, employment, hours of work and rates of pay;
  - c) To encourage efficiency and safety in operation;
  - d) To promote the morale, well-being and security of all the employees in the bargaining units of the Union;
  - e) To provide for collaboration between the parties in order to secure optimum health care services to the residents/clients.
  - f) To jointly recognize that the exercise of rights and functions is to be carried out reasonably, fairly and in a manner consistent with the Collective Agreement **as** a whole.
2. And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn **up** in an agreement.

Therefore, the parties hereby enter into, establish and agree to the following terms:

## **ARTICLE 1 - TERM OF AGREEMENT**

### **1.01 Term of Agreement**

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after January 1, 1998 up to and including March 31, 2001 and from year to year thereafter, unless notification of desire to amend be given in writing

**This** Agreement shall be deemed to remain in effect during the period of negotiations **as** may be required to conclude a new Agreement.

### **1.02 Open Period**

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 negotiate a revision thereof

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Management Rights**

Subject to the terms of this Agreement, 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 layoff employees;
- d) Maintain order, discipline and efficiency and establish and enforce reasonable rules and regulations governing the conduct of employees. These rules and regulations shall primarily be designed to safeguard the interests of the residents/clients and the efficiency in operations of the Employer.
- e) Promote, demote, discipline, suspend and discharge any employee, provided, however, that any such action may be subject to the grievance procedure provided herein.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

### **3.01 Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees as may be covered by the most recent certification order(s) issued by the Labour Relations Board of the Province of Saskatchewan.

### **3.02 Negotiation**

The Employer agrees to negotiate with the Union, representatives of the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

### **3.03 Union Representation**

Any employee requested to meet with the Employer with respect to discipline or employee work performance shall be informed of the nature of the discussion, and if the employee so wishes, such employee may have a Union representative present at the meeting.

### **3.04 Discipline**

No employee shall be disciplined or suspended without just cause and without being apprised of the issue or concern prior to any disciplinary action being taken.



- a) A copy of a document placed on an employee's file which might at any time be the basis for disciplinary action shall be supplied to the employee, with a copy to the Local Union Office.
- b) The employee's reply to such document shall also become a part of the employee's file.
- c) Documents referred to in a) will become void after three (3) years unless there have been subsequent documented incidents of a similar nature.

Taking an employee off the schedule pending investigation is not considered discipline. Where investigations reveal that no discipline is warranted the employee shall be paid for time lost due to taking the employee off the schedule pending investigation.

### **3.05 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, instruction, experimentation or working Supervisor.

## **ARTICLE 4 - NON-DISCRIMINATION**

### **4.01 Non-Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation or marital status, place of residence, nor by reason of membership or activity in the Union.

## **ARTICLE 5 - UNION SECURITY AND CHECKOFF OF UNION DUES**

### **5.01 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 uniformly required to be paid by the members of the Union.

## **5.02 Dues Checkoff**

The Employer shall deduct and pay to the Union within fifteen (15) calendar days following the completion of the last payroll period in the calendar month, out of the wages due to the employees, the Union dues, initiation fees and assessments of the employees. The Employer shall furnish the names of the employees on whose behalf the deductions have been made, together with their employment status (e.g. full-time, part-time, casual) and the hours worked in each reported period.

## **5.03 Dues**

The Union shall notify the Employer in writing of the amount of dues to be deducted from the employee's wages not less than thirty (30) days before the effective date.

## **5.04 Monthly Statement of Staff Changes**

A monthly statement listing appointments, promotions, demotions and separations with the date of termination, hiring or appointment shall be sent to the Local Union Office. The list shall also show the employee's job classification.

## **5.05 New Employees**

- a) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with the Union Membership (Article 5.01) and Dues Checkoff (Article 5.02). The Employer agrees to have new employees sign a dues authorization card and membership card at the time of hiring. Such cards shall be provided by the Union.
- b) The Employer agrees to provide the Local Union Office with a list of employees and their last known address by March 1st of each year.

## **5.06 Introduction to Union Steward**

On commencement of employment or as soon as possible thereafter, the employee's immediate supervisor, or designate, shall introduce the new employee to the Union Steward or representative who will provide the employee with a copy of the Collective Agreement and other pertinent information.

## **5.07 No Individual Agreements**

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

## **5.08 T-4 Slips**

The Employer agrees to record all Union dues paid in the previous year on the employee's income tax T-4 slip.

**5.09 Change of Personal Information**

It shall be the responsibility of the employee to notify the Employer of any change of name, marital status, place of residence, or telephone number. A copy of such notification shall be forwarded to the Local Union Office.

**ARTICLE 6 - MANAGEMENT - UNION COMMITTEE**

**6.01 Joint Committee**

At either parties' request, a joint committee shall be established to deal with such matters of mutual concern as may arise from time to time in the operation of the Employer. It is recognized that the purpose of the committee is to promote joint problem solving.

**6.02 Composition**

The committee shall be composed of representatives of the Employer and the Union. The committee may utilize the assistance of mediation/conciliation services.

**6.03 Time Limits**

The committee shall meet as and when required upon request of either party, within seven (7) calendar days.

**6.04 Jurisdiction**

The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

**6.05 Nursing Policy Committee**

Where the Employer establishes committees to deal with nursing policies or procedures the Employer agrees to have Licenced Practical Nurse and Special Care Aide representation on the committees.

**6.06 No Loss of Pay For Joint or Nursing Policy Committee**

Employees who attend either a Joint Committee or a Nursing Policy Committee meeting shall be released from duty without loss of pay.

**ARTICLE 7 - GRIEVANCE PROCEDURE**

**7.01 Definition**

A grievance shall be defined as any difference or dispute between the Employer and any employee(s), or the Union.

**7.02 Union Grievance Committee**

- a) To provide an orderly process for settling grievances, the Union shall select the Stewards and a Grievance Committee.
- b) The Union shall notify the Employer in writing of the selected Stewards and Grievance Committee, and members of joint committees, and of any changes made therein.
- c) The Employer agrees to place on the bulletin board(s) an organizational chart showing the administrative structure and the line of authority in the facility accompanied by an up-to-date list of persons in authority, up to and including the Administrator,

**7.03 Permission to Leave Work**

- a) Employee

Any employee who feels aggrieved may leave assigned duties temporarily without loss of pay, in order to discuss the complaint with the appropriate Union representatives. Suitable arrangements for an appropriate time and location for such discussions must be made with the Department Head concerned or their designate.

- b) Union Representative

The Employer agrees that a Union representative within the facility may leave assigned duties temporarily in order to discuss matters covered by the grievance provisions or relating to same with Employer and that such Union representative shall not suffer any loss in pay for the time so spent. Such Union representative must make suitable arrangements with the Department Head or designate for an appropriate time and location for such discussions.

**7.04 Investigation**

At any stage of the grievance procedure, the parties may have the assistance of employees concerned as witnesses and 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.

**7.05 Provision of Payroll Information**

The Employer agrees to provide all relevant payroll information concerning any grievance to the officers of the Union upon request with the consent of the employee or the employees concerned.

#### **7.06 Suspension and/or Dismissal Grievances**

Grievances arising from suspension and/or dismissal shall be initiated at the Second Step and shall be processed in accordance with the procedures outlined below.

#### **7.07 First Step - Grievance to Immediate Supervisor or Designate**

Grievances should be resolved **as quickly as possible**. It is jointly understood that before a grievance is submitted at the First Step, the parties may attempt **to** resolve the dispute through discussion. Accordingly, employees, through the Union, or the Union itself, may thereafter refer in writing any such grievance to the immediate supervisor, or designate, concerned within fourteen (14) calendar days of discovery of the cause for complaint. The Union representative may be accompanied by the aggrieved if the latter so wishes. The immediate supervisor, or designate, shall give a written decision within seven (7) calendar days.

#### **7.08 Second Step - Grievance to Administrator or Designate**

Failing satisfactory resolution of the grievance at the First Step, the Union representative shall refer the matter to the Administrator or designate, and regional Director, in writing, within seven (7) calendar days of having received the decision of the immediate supervisor or designate.

The Employer designate shall discuss the grievance with the Union representative within seven (7) calendar days of receipt of the grievance and shall render a written decision within seven (7) calendar days of the discussion.

#### **7.09 Alternate Dispute Resolution**

The Union and Employer may agree to a grievance mediation or any other dispute resolution mechanism with a view to resolving the dispute.

#### **7.10 Referral to Arbitration**

Failing satisfactory settlement of the grievance at the Second Step, the matter may be referred, by either **party**, to arbitration within fourteen (14) calendar days of receipt of the written decision. If it is not so referred, the grievance shall be deemed to have been settled.

#### **7.11 Procedure When Time Limits Expire**

Failure on the part of the Employer to reply within the prescribed time limits, shall give the Union the right to proceed to the next step. If the Union does not take the grievance to the next step within the prescribed time limits, the grievance shall be deemed to have been settled subject to Article 7.12 (Extension of Time Limits) and 7.13 (Procedural Orderliness).

### **7.12 Extension of Time Limits**

The time limits set out above may be extended by the consent of both parties.

### **7.13 Procedural Orderliness**

It is the desire of both parties to this 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 of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that 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 limits, the onus is on that **party** to show a justifiable reason for its failure to adhere to such limits.

### **7.14 Time Limits on Statutory Holidays**

The time limits referred to in Article 7.07, 7.08, and 7.10 shall be exclusive of Statutory Holidays.

### **7.15 Special Measures**

- a) Nothing in this Article precludes the parties from modifying the grievance procedure **as** required and by mutual consent.
- b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance or arbitration proceedings.

## **ARTICLE 8 - ARBITRATION**

### **8.01 Board of Arbitration**

Where the parties agree, a sole Arbitrator may be appointed instead of an Arbitration Board. If a sole Arbitrator is not agreed upon by the parties within thirty (30) calendar days of notification by one party to the other that the grievance is being referred to arbitration, or if either **party** indicates the desire for an Arbitration Board when the grievance is referred to arbitration, the dispute shall be referred to an Arbitration Board as set out below. The thirty (30) calendar day period referred to above may be extended by mutual agreement with the Employer and the Union.

- a) Where a violation of the Agreement mentioned in Article 7 (Grievance Procedure) is alleged; or a difference between the parties to this Agreement respecting the meaning or application of the Agreement, including a difference as to whether or not a matter upon which arbitration has been sought comes within the scope of the Agreement, arises, a party to the Agreement, after exhausting any grievance procedure established by this Agreement, may notify the other **party** in writing of their intent to submit the alleged violation or difference to arbitration.

- b) The notice mentioned in a) above shall contain the name of the person appointed to the Arbitration Board by the party giving the notice.
- c) Within five (**5**) calendar days of receiving the notice the **party** to whom notice is given shall name the person whom it appoints to the Arbitration Board and furnish the name of its appointee to the party who gave the notice.
- d) A person who has a pecuniary interest in a matter before the Arbitration Board, or is acting or has, within a period of one year prior to the date on which notice of intention to, submit the matter to arbitration is given, acted as solicitor, counsel or agent of any of the parties to the arbitration, is not eligible for appointment **as** a member of the Arbitration Board and shall not act as a member of the Arbitration Board
- e) The two appointees named by the parties to this Agreement shall, within ten (10) calendar days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof.
- f) In the case where:
  - i) the party receiving the notice fails to appoint a member of the Arbitration Board; or
  - ii) the two appointees of the parties fail to agree on the appointment of a third member of the Arbitration Board within the time specified;
 

The Chairperson of the Labour Relations Board shall, upon the request of either party to this Agreement:
  - iii) in the case mentioned in i) above, appoint a member on behalf of the party failing to make an appointment;
  - iv) in the case mentioned in ii) above, or when the members appointed under clause v) below, fail to agree on the appointment of a third member, appoint the third member and the member so appointed shall be the Chairperson of the Arbitration Board, or
  - v) appoint both the member mentioned in i) above and the third member mentioned in ii) above.
- g) The Arbitration Board shall hear evidence adduced relating to the alleged violation or difference; and argument thereon by the parties or by counsel on behalf of either or both of them; and shall make a decision on the matter or matters in dispute and the decision is binding on the parties and upon any person on whose behalf the agreement **was** made.
- h) **An** Arbitrator, or Arbitration Board, or a Board of Conciliation established under Subsection 22 (1) of *The Trade Union Act*, may enlarge the time allowed by this Article or by the terms of this Collective Agreement for giving any notice or taking

any step in the proceedings, whether the time allowed for the giving of the notice or the taking of the step has or has not expired.

### **8.02 Certain Rules and Procedures Applying**

The rules and procedures set forth in Article 8.01 shall apply to any arbitration proceedings under this Agreement as though the Arbitrator were an Arbitration Board.

### **8.03 Decision**

The decision of the Arbitrator or Arbitration Board, as the case may be, shall be final and binding on the parties, and there shall be no lockout by the Employer and no stoppage of work by the Union because of the grievance being arbitrated.

### **8.04 Costs of Arbitration Board**

Each party to the dispute shall bear the expense of the respective nominees to the Arbitration Board, if applicable, and the two (2) parties shall bear equally the expense of the Chairperson.

### **8.05 Power of the Arbitrator or Arbitration Board**

The Arbitrator, or Arbitration Board, shall not have the authority to add to or subtract from, alter, modify, or amend any of the provisions of this Agreement.

## **ARTICLE 9 - SENIORITY**

### **9.01 Definition of Seniority**

Seniority shall be calculated from the last date of employment within the Extendicare bargaining unit. Seniority shall accrue on all paid hours (exclusive of overtime) and all unpaid hours, as provided in Article 9.02, that are earned within the bargaining unit. Seniority shall not exceed one thousand nine hundred and forty-eight point eight (1948.8) hours in a payroll year.

### **9.02 Accumulation of Seniority**

Seniority shall be accumulated in hours. **An** employee shall earn seniority for:

- a) all paid hours exclusive of overtime;
- b) all paid leaves;
- c) any authorized unpaid leaves of absence granted under Article 15.01 to a **maximum** of thirty (30) working days per calendar year;
- d) time off while receiving benefits under the Workers' Compensation **Act** and/or Disability Income Plan and/or Income Replacement via the Automobile Accident Insurance Act;
- e) Union leave granted under Article 15.09 and 15.10;



- f) maternity, parental, adoption and pressing necessity leave;
- g) temporary out-of-scope positions with the Employer not to exceed one year unless mutually agreed otherwise by the Employer **and** the Union;
- h) education leave;
- i) public office and professional association leave.

Part-time, casual and temporary employees who are on authorized unpaid leave shall accrue seniority based on the following formula:

$$\frac{\text{Hours of Seniority Accumulated During the Previous 52 Weeks}}{52} = \text{Seniority Hours Per Week of Leave}$$

**9.03 Maintenance of Seniority**

Subject to Article 9.02 and **Article** 9.04 of this Agreement, an employee who maintains employment with any Extendicare facility within the bargaining unit shall maintain accumulated seniority.

**9.04 Loss of Seniority**

**An** employee shall lose seniority and shall be deemed to have terminated employment from Extendicare in the event the employee:

- a) voluntarily retires or resigns in writing from Extendicare;
- b) has worked exclusively in a permanent out-of-scope position for more than one (1) year;
- c) is a casual employee and has not worked within the bargaining unit for a period of ninety (90) calendar days exclusive of approved leaves of absence;
- d) is laid off and has not returned to employment within the bargaining unit for thirty-six (36) calendar ~~months~~ following the last date of layoff from an Extendicare facility;
- e) is discharged for just cause and not reinstated;
- f) is not employed by another Extendicare facility and without justification fails to immediately return to **work** following the end of an approved leave of absence.
- (g) is laid off from any position with Extendicare and accepts severance in accordance with Article 12.

**9.05 Seniority List**

- a) The Employer agrees to post a seniority list twice yearly. The first list is to be posted by March 1st reflecting the accrued seniority of each employee up to the last pay period in December of the preceding year. In addition, the seniority list shall indicate separately the annual accrual of seniority hours for the preceding payroll year.

The second list is to be posted by September 1st reflecting the accrued seniority of each employee up to the last pay period in June of the current year.

- b) **An** employee has until June 1<sup>st</sup> of each year to submit proof of error in the annual accrual of hours referred to in 9.05 (a). Upon proof of error, the Employer shall revise the seniority hours accordingly. Copies of the list, and revisions thereof, shall be forwarded to the Local Union Office simultaneously. These lists shall remain posted until replaced with an updated list in a place accessible to all employees.
- c) The seniority list shall also indicate the employment status (part-time, full-time, casual) of the employee and their job title.

## **ARTICLE 10 - PROBATIONARY PERIOD**

### **10.01 Probationary Period for New Employees**

Newly hired employee(s) shall be on probation for a period of four hundred and eighty (480) hours worked or for the first six (6) months from their date of hire, whichever comes first.

During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge only for reasons of general unsuitability. The Local Union Office shall be notified, in writing, of discharge within seven (7) calendar days. After completion of the probationary period, seniority shall be effective from the last date of employment.

**An** employee shall serve only one probation period from last date of hire and it shall be served in one Extencicare facility.

## **ARTICLE 11 - VACANCIES AND NEW POSITIONS**

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

- a) Where a new classification is created, a copy of the job description including the title and proposed rate of pay shall be forwarded to the Union at least 30 days prior to the posting
- b) Where there are any significant changes to the content or qualifications of any existing classifications or positions, the local Union shall be notified in writing of the changes and a copy of the revised job description shall be forwarded to the local Union.
- c) The creation of new classifications or any significant changes to the content or qualifications of any existing classification or position shall be subject to negotiation for an appropriate rate of pay.
- d) Should agreement not be reached by the parties in such negotiations, the matter may be referred to arbitration in accordance with Article 8 (Arbitration) of this Agreement or some other mutually agreed to adjudication process.

- e) The Employer shall provide copies of current job descriptions to the Union upon request.

### 11.02 Job Postings

From January 1, 1998 to April 16, 2000 vacancies or newly established positions shall be posted in areas accessible to all employees for at least seven (7) calendar days, unless the Employer and Union agree to a longer or shorter period. Copies of postings shall be forwarded to the Local Union office.

Effective April 17, 2000 vacancies or newly established positions shall be posted in areas accessible to all employees within an Extencicare bargaining unit, Job vacancies shall be posted on Tuesdays of each week from 1200 hours unless another calendar day(s) for bargaining unit postings is mutually agreed by the parties. All employees within the bargaining unit shall be eligible to apply for all such vacancies.

Vacancies shall be posted for at least seven (7) calendar days, unless the parties agree to a longer or shorter posting period. Copies of postings shall be forwarded to the Local Union office.

### 11.03 Posting of Vacancies

Job postings shall include:

- a)
  - job classification;
  - status (full-time/part-time, temporary/permanent);
  - required qualifications;
  - pay range;
  - number of hours and shifts per defined length of rotation for part-time employees;
  - bargaining unit-wide or specific to a facility or department.

The Employer agrees to be bound by the terms outlined above in filling the posted position.

- b) For informational purposes only, the following shall be included and it is recognized that these conditions may be subject to change:
  - type of shifts (days, evenings, nights);
  - date of commencement of the position;
  - work area or nature of service.
- c) Should the Employer be unsuccessful in obtaining applicants with the qualifications required in the posting of the position, **and** intends to change the qualifications from those stated on the posting, the Employer shall re-post the position describing the required qualifications and fill the position in accordance with this Article.

#### 11.04 Filling of Vacancies

New positions or vacancies shall be filled on the basis of bargaining unit seniority provided that the applicant possesses the necessary qualifications required to fill the position and the ability to perform the work.

a) Bidding of Vacancies

Employees shall be entitled to bid for a new position or vacancy by means of written application. Wherever possible, vacancies shall be filled by employees within the scope of this Agreement.

b) Commencement of Job

Whenever possible, **an** employee selected from the posting procedure shall commence the job within four **(4)** weeks after the date of notification of selection to the position unless mutually agreed otherwise.

c) Appointment of Applicant

Within five (5) days of awarding the position, the name of the selected applicant will be posted on designated bulletin boards for a minimum of seven **(7)** calendar days, with **a** copy forwarded to the Local Union Office.

d) Letter of Appointment

All positions shall be confirmed in writing by a letter of appointment which shall include:

- status;
- number of hours and shifts per defined length of rotation;
- after discussion with the part-time employee, reference to their availability for casual work.

#### 11.05 Trial Period

Employees who are reclassified, transferred, promoted or demoted shall be considered on trial in their new position for the first three hundred and twenty (320) hours worked following the date the employee commences work in the new position. This period may be extended by mutual agreement **up** to an additional three hundred and **twenty (320)** hours worked.

If the employee changes from one position to another within the same classification and facility, there shall be no trial period.

Within the first thirty (30) calendar days of the trial period, the employee may be returned to their former position without loss of seniority or pay if, in the opinion of the Employer, the employee is unsuitable for the position, or, at the employee's request.

Thereafter, during the remainder of the trial period the employee may be returned to their permanent position if, in the opinion of the Employer, the employee is unsuitable for the position, or, at the employee's request. The employee will be returned to their permanent position, without loss of seniority, and at their former rate of pay. Article 13.05 (Work Schedule) shall not apply.

If an employee vacates the position within thirty (30) calendar days of the commencement date, the vacated position shall be offered to other qualified applicants from the original posting in accordance with Article 11.04. Should there be no other qualified applicant, the position shall be re-posted.

This article applies to any employees affected by the movement of such employees.

#### **11.06 Rates of Pay**

a) Pay on Promotion

The hourly rate of an employee promoted to a higher classification shall be advanced to that hourly rate in the applicable pay grade which is next higher than the employee's highest current hourly rate, or to the hourly rate which is next higher again if the initial advancement of the hourly rate is less than the employee's next normal increment in the highest pay grade.

f) Pay on Demotion

When an employee accepts or is placed in a position in a lower paid classification, the employee's hourly rate shall remain the same if such rate exists within the new classification. If no such rate exists, the employee's hourly rate shall be at the step next below the employee's highest current hourly rate of pay.

g) Pay For Work in Same Classification or Pay Grade

Employees who are employed in the same classification or in different classifications in the same pay grade, with the Employer, shall be paid at the same step in the applicable salary schedule. The step shall be determined based on the highest increment level currently held.

#### **11.07 Work Assignment**

Where work is to be done, which under the terms of this Agreement does not require posting, assignments shall be made on the basis of seniority within the department provided the employee possesses the necessary qualifications required to fill the position and the ability to

perform the work. Such assignments may be made at the same classification, at a higher classification, or at a lower classification.

a) Working at a Higher Paid Classification

**An** employee temporarily assigned to perform duties of a higher paid classification, within the bargaining unit, shall be paid in accordance with Article 11.06 (a) (Pay on Promotion).

b) Working at a Lower Paid Classification

**An** employee temporarily assigned to perform the duties of a lower paid classification shall not suffer any reduction in their hourly rate of pay.

### 11.08 Temporary Vacancies

Temporary vacancies of three (3) months or longer shall be posted within the facility subject to the posting provisions identified in Article 11. First preference shall be given to applicants from the facility where the vacancy exists. Temporary positions not filled from within the facility shall be posted on a bargaining unit basis.

a) Two (2) additional postings shall be required for the position of the employee transferred **as** a result of the original posting. Subsequent vacancies shall be assigned according to Article 11.09 (Call-In System).

b) **An** employee shall not be considered for another temporary position at the same status (e.g. part-time) until having served five (5) months in the current temporary position, or until it has concluded. When the temporary **work** becomes redundant, the employee shall be returned to his/her permanent position. If the employee who created the original vacancy returns, the temporary employee shall be returned to their permanent position and Article 13.05 (Work Schedules) shall not apply in such circumstances to any employee(s) affected by the change(s).

c) Should the temporary vacancy subsequently become a permanent position, it shall be posted and filled in accordance with Article 11.

d) No temporary position shall exceed two (2) years and one hundred and nineteen (119) consecutive calendar days unless agreed to between the Employer and the Union. The Employer agrees to review with the Union all temporary jobs which exceed one (1) year in duration on a semi-annual basis to determine whether such positions should be posted **as** permanent positions.

e) If, **as** a result of the posted temporary vacancy, an individual is hired from outside the bargaining unit, they shall be hired for the specific period of the vacancy. The term of employment may be extended beyond the term of the vacancy by mutual agreement between the Union and Employer.

### 11.09 Call-In System

a) The opportunity for, first part-time, then casual employees to work additional shifts or enhance their hours shall increase according to seniority, provided they possess the necessary qualifications and the ability to perform the **work**

**b) Aims and Principles**

The parties to this Agreement resolve that the call-in system exists to ensure service continuity in the absence of permanent staff. The call-in system should be:

- i) easy to understand
- ii) operationally viable
- iii) seniority driven
- iv) complementary to the organizational structure
- v) in recognition of employees who commit to permanent part-time employment

**c) Procedure**

The parties therefore agree that the following provisions shall apply to all allocation of such work, **effective April 17, 2000:**

- i) Where employees agree to **work** additional shifts or additional hours that fall outside the assigned schedules, such **work** shall not be construed as a change of shift.
- ii) Employees shall not be called to perform call-in work from:
  - Absence covered by W.C.B. and/or D.I.P and/or Automobile Accident Insurance Act.
  - Approved Leave of Absence (paid and unpaid).
  - Vacation.
- iii) Employees seeking call-in work shall make advance written application to their Department Director or designate on a form provided and approved by the Employer. The form **shall** indicate:
  - 1. classification(s) desired;
  - 2. qualifications and specific training possessed;
  - 3. availability for additional work;
  - 4. length and type of shift desired; and
  - 5. agreement to waive weekend overtime rate as specified in the collective agreement.

Employees may revise or amend their applications provided they do so in writing and allow fifteen (15) calendar days for such changes to take effect.

- iv) List Determination

Call-in lists will be based upon existing practises **as** of date of signing of the Collective Agreement. The parties **signatory** to the Collective Agreement may enter into subsequent negotiations to determine the **parameters** of call-in lists.
- v) Call-in List Eligibility

Dependant upon employment opportunities and employee availability, employees shall be eligible to be on call-in lists **as** agreed by the parties.

No additional employees shall be hired until such time **as** Other Than Full-Time employees have been afforded the opportunity to orient in and be

placed upon the call-in lists as provided above. **An** employee on a call-in list who has not worked for ninety (90) consecutive calendar days shall be removed therefrom.

Except **as** otherwise provided herein, employees shall be expected to work their scheduled shifts. It is further understood that once an employee accepts **an** offer of additional work, he/she is obligated to report for that work unless subsequently granted paid or unpaid leave pursuant to the Collective Agreement.

vi) Hours of Work and Days **OFF**

Unless overtime is paid in accordance with Article 13.08, employees cannot work in excess of eight (8) hours per day or one hundred **and** twelve (1 12) hours per three (3) week period. No waiver of such overtime pay shall be requested or allowed.

Employees shall receive no less than six (6) days off per three (3) week period.

Employees must advise their Employer that they will be in an overtime situation if called in for or assigned additional work which exceeds eight (8) hours per day or one hundred and twelve (1 12) hours per three (3) week period or if they will not have eleven and one-half (1 1.5) consecutive hours of rest.

vii) Hours of Rest

After having worked eight (8) hours in a day, employees must be scheduled for at least eleven and one-half (1 1.5) consecutive hours of rest calculated from the last hour worked.

For the purposes of calculating eight (8) hours per day or one hundred and twelve (1 12) hours per three (3) week period, paid vacation, sick leave, paid and unpaid leave of absence, pay for call-in errors and Statutory Holiday pay shall be included.

viii) Employees shall be offered additional work that becomes available in order of seniority **as** follows:

1. First preference shall be given to qualified part-time employees within their home department and classification. Second preference shall be given to qualified casual employees on the call-in list(s)
  - (a) Where work becomes available within twenty-four (24) hours it shall be offered to employees in order of seniority not excluding employees who are on short shifts or scheduled to **work** short shifts. If there is no immediate personal response to such a call, the **shift** shall be offered to the next senior employee on the list.
  - (b) Only one (1) enhancement of hours shall be allowed per twenty-four (24) hour period.
  - (c) For work that becomes available with more than twenty-four



(24) hours notice, employees shall be given a definite date and time deadline for responding.

- is) Part-time employees cannot give up their part-time shifts in their home department and classification to work in other departments. Part-time employees who perform call-in work outside their home department and classification will be considered as casual employees.
- x) Call-in lists shall be maintained on a quarterly basis. A copy of the most current list(s) shall at all times remain posted or otherwise conspicuously displayed. In case of any dispute regarding call-in, SEIU shall forthwith be provided with a copy of the applicable call-in list.
- si) Employees offered additional shifts in error can have those shifts changed within the posted and confirmed period without the triggering of overtime as a result of a changed schedule provided the Employer makes such change within forty-eight (48) hours of offering the additional shift(s) in error.

In the event that an error is discovered more than forty-eight (48) hours after it was made, the Employer shall offer the work to the senior employee while honouring the commitment made to the junior employee.

If the error is discovered and reported no later than seven (7) calendar days after the work is performed, the senior employee not called shall be paid for all lost hours. After the seven (7) days, the Employer will not be subject to payment.

- xii) This protocol applies to additional work which was not foreseen when the master rotation was created by each department. It in no way supersedes or replaces the scheduling or posting provisions of the Collective Agreement, and the parties hereto agree to apply this protocol in a manner complementary to other provisions of the Collective Agreement.
- xiii) The parties **acknowledge** that matters contained herein require their full cooperation and consequently they agree to make every effort to meet and address points of dispute. Matters not resolved may be referred to the grievance procedure at Step Two.

Where an employee is consistently unavailable for call-in or accepts call-in without disclosing overtime status the parties shall review with such employee her/his eligibility for further call-in.

- xiv) The call-in system provided in this Article shall be implemented unless and until the parties negotiate a more specialized agreement. All such improvements and/or refinements shall be reduced to writing. Should a more specialized local agreement be terminated by either Union or Employer, this Article shall **apply** from the expiration of any required notice period, or the date of termination, whichever is the **later**.

## ARTICLE 12 - LAYOFF AND RE-EMPLOYMENT

### 12.01 Layoff

A layoff shall be defined as a reduction in staff or a reduction in the hours of **work** of any full-time or part-time employee. Layoff does not apply to temporary or casual employees. For

purposes of this Article, a temporary employee shall be defined as an employee recruited from outside the bargaining unit for a predetermined period of time.

## 12.02 Notification of Layoff

When layoffs are contemplated the Employer shall notify the Union prior to notifying the affected employees. All employees affected by layoff shall receive written notice of layoff.

The Employer shall serve notice of layoff to the most junior employee(s) in the affected positions within the classification where it is determined the reduction is required.

The initial layoff notice, as established by the Employer, shall be the start date. Employees who are in receipt of the initial layoff notice will receive ten (10) weeks notice. Employees subsequently bumped will receive the greater of the balance of the ten (10) weeks notice from the start date or the notice period provided by Labour Standards, but in no case will receive less than fourteen (14) calendar days notice. If the employee laid off has not had the opportunity to work the above notice period, the employee shall be paid in lieu of work for that period of the notice period for which work was not made available. However, in this notice period, if regular duties are unavailable, the Employer may assign duties other than those normally connected with the classification in question.

## 12.03 Discussion of Options and Time to Elect

### a) i) Seniority List

An agreed upon seniority list shall be available to the Union and shall be accessible to the employees.

### ii) Seniority Pod

Employees initially laid off shall form a pool and be ranked in order of seniority. At all times, the most senior employee in the pool is the first to identify their option under Article 12.03 (b) (ii). As more junior employees are bumped, they are added to the pool and ranked in order of seniority to identify their preferred option.

### b) i) Options

After the employee has received the layoff or displacement notice, the Employer shall schedule a meeting to discuss available options in accordance with Article 12.03 b) ii).

### ii) The employee shall select one of the following options:

- to exercise bumping rights;
- to accept reduced work hours;
- to accept layoff;
- to resign

- to terminate all employment with Extendicare and accept severance based on Extendicare seniority hours divided by 1948.8 times 40 hours times the rate of pay applicable to the position where the layoff actually occurred;
- to retire under the terms of the pension plan;
- to work as a casual employee, under the terms of Article 11.09 in the classification and department from which **the** employee was laid off.

- c) The Employer shall meet with each employee, in order of seniority, with a Union representative present, to explain their options, The employee shall be provided with sufficient information regarding each option, The employee will have forty-eight **(48)** hours from the conclusion of the meeting to make a selection. This period may be extended by mutual agreement.

Where the time limits set out in Article 12.03 c) expire on a Saturday, Sunday or Statutory Holiday, the expiry of the time limits shall be deemed to be twelve (12.00 P.M.) noon on the following day.

- d) i) An employee who wishes to bump another employcc from their position shall be provided with an opportunity to visit the **work** site and meet with the Department Head or designate to obtain information regarding the desired position.
- ii) Any visit to the work site will be scheduled for a time convenient to the employee and the Department Head or designate.
- iii) Work schedules and job descriptions in effect at that time, and applicable to the employee, will be made available to the employee before making a decision to bump.

#### 12.04 Displacement of Employees

- (a) Within **their** facility, a laid off or bumped employee may exercise seniority provided they have the necessary qualifications required to fill the position and the ability to perform the work subject to the following:
- i) Employees shall choose to bump into a higher paid, lower paid or same paid classification in the department of their choice in which they wish to exercise their seniority;
- ii) Employees shall choose to exercise their seniority into either a full-time or part-time position within the classification specified in 12.04 a), and;
- iii) In determining the position into which the laid off or displaced employees will bump, consideration will be given to such factors **as** work schedules (e.g. days, evenings, nights, Monday to Friday shifts vs. rotational shifts, hours of work per shift vs. number of shifts worked) and work location. Within the options available and after making a selection, all things being relatively equal, the employee shall bump the most junior employee in the classification and department.

- (b) A laid off or bumped employee may exercise seniority within the same occupation at any alternate facility within the bargaining unit provided they have the necessary qualifications required to fill the position and the ability to perform the work subject to the following:
- i) The employee shall bump the least senior employee at the same status within the same occupation.
  - ii) For the purposes of Article 12.04 (b), same occupation shall be defined as either the same classification or similar classification where the core duties and qualifications are similar in nature.

#### **12.05 Local Negotiations**

Notwithstanding the above displacement procedures, the parties at any time, can formulate special measures to modify the above displacement procedures to take into account the desire of the parties to minimize the impact of displacement or to deal with particular operational considerations.

#### **12.06 Reporting**

Periodic updates as to the status of employees who have been served with layoff and have made their elections shall be provided to the Local Union Office.

#### **12.07 Notice of Layoff Cancelled**

An employee who has selected an option in accordance with 12.03 (b) shall have the option confirmed in writing by the Employer with a copy to the Local Union Office. Employees with a confirmed option shall be deemed to be relieved of layoff notice and will move to their new position as soon as possible as determined by the Employer. However, such employees shall maintain their pre-layoff hourly rate of pay and regular earnings for the duration of the notice period.

#### **12.08 Orientation Period**

Employees who bump to new positions will be given reasonable orientation. The extent of the orientation will be explained to the employee and Union in advance of the decision to bump.

#### **12.09 Employer to Provide Counselling**

The Employer shall endeavour to provide counselling and support mechanisms to employees who are directly affected by a layoff.

### **12.10 Trial Period Upon Displacement**

Employees who exercise their seniority rights to bump another employee in the same classification shall not be required to serve a trial period as set out in Article 11.05 (Trial Period). Employees who bump into a different job classification shall be required to serve the trial period as set out in Article 11.05 (Trial Period). **If**, in the opinion of the Employer, **an** employee **is** demonstrably incapable or unsuitable for the position, the employee shall be allowed to exercise their seniority on one (1) additional occasion to bump a more junior employee.

If an employee chooses to displace at an alternate facility and is subject to a trial period and fails the trial period, they shall return to the facility from which they received layoff notice to exercise an additional bump.

### **12.11 Rights of Employees On Layoff**

Employees who receive layoff notice and do not elect an option in Article 12.03 (b) shall retain their seniority and be eligible to apply for vacant positions for thirty-six (36) months following the date of layoff

### **12.12 Rights of Employee Upon Re-employment**

When an employee is re-employed after layoff, in a position with the same salary range as the classification held prior to layoff, the employee shall be paid at the step which was being paid at the time of layoff, and the increment date will be continuous with the time worked from the original date of employment.

Employees who are re-employed after layoff in a higher or lower paid classification shall be placed in the new salary range in accordance with Article 11.06 (Rates of Pay). The employees will retain their accumulated sick leave credits, if any, and service toward calculation of vacation credits existing at such time of layoff, if re-employed within thirty-six (36) calendar months.

### **12.13 Orientation and Trial Period Upon Re-employment**

- a) Employees who are re-employed in their former job classification in accordance with Article 12.12 (Rights of Employees Upon Re-employment) will not have to serve a trial period but will be given reasonable orientation.
- b) Employees who are re-employed in a new job classification pursuant to Article 12.12 (Rights of Employees Upon Re-employment) shall be entitled to a trial period in accordance with Article 11.05 (Trial Period). The employees **shall** be given reasonable orientation.

Employees who fail the trial period in the new job classification shall be returned to layoff status. Work performed in the trial period will not cause the extension of the original thirty-six (36) month layoff period.

#### 12.14 No New Employees Hired

No new employees shall be hired until those laid off have been given an opportunity for re-employment to positions for which they possess the qualifications and abilities sufficient to perform the required duties.

### ARTICLE 13 - HOURS OF WORK

#### 13.01 (a) Current Practise

The normal hours of work shall be seven and one-half (7 1/2) hours per day (exclusive of a meal period), and thirty-seven and one-half (37 1/2) hours per week, except that by mutual agreement between the parties seventy-five (75) hours average over a two week period may be worked, such two (2) week period to be coincident with the two (2) week pay period.

#### Personal Days ~~off~~

The normal hours of work will remain at seven and one-half (7 1/2) hours per day, however, employees who work the full seven and one-half (7 1/2) hour shift per day shall be scheduled to work an additional ten (10) minutes without pay. Employees who work this unpaid period shall accumulate and utilize such time off for personal days as follows:

- (a) For each full seven and one-half (7 1/2) hours accumulated the employees shall be entitled to a personal day off with pay at the employee's current rate of pay.
- (b) Personal days may accumulate during the year, however, personal days accumulated prior to 15 November shall not be carried over the next year.
- (c) Personal days must be taken in full seven and one-half (7 1/2) hour days.
- (d) Personal days off shall be granted upon request, provided, the employee gives sufficient notice to arrange for replacement staff.
- (e) Personal days off shall not be granted during the period 15 December to 15 January.
- (f) No employee shall receive payment in lieu of personal days while continuing active employment. However, an employee who terminates shall receive pay based on all accumulated time not yet taken.

#### (b) Effective April 17, 2000

- i) Normal full-time hours of work shall be one hundred and twelve (12) hours in a three (3) week period divided into shifts of eight (8) consecutive hours (exclusive of a specified meal period). Hours worked in excess of the above stated hours shall be classed as overtime **and** paid at overtime rates of pay.
- ii) During each three (3) week period employees shall be scheduled six (6) regularly scheduled days off. The seventh (7th) day of rest shall be scheduled in conjunction with the employee's regular days off or scheduled Statutory Holiday **off** or on a day which is mutually agreed upon
- (c) **Effective April 17, 2000, no employee shall be called in or scheduled for work less than four (4) hours in duration, subject to the following:**
  - i) Newly-created positions shall consist of shifts not less than four (4) hours in duration.
  - ii) Where established three (3) hour shift positions are vacated, the Employer and Union will review the position with a view to extending the shift length to four (4) hours or greater.
  - iii) This Article will not prevent the Employer from replacing a currently established three (3) hour shift on a temporary basis or for call-in purposes.
  - iv) Shifts shall be paid **as** scheduled or offered and accepted.

### 13.02 Definition of a Day

A day shall be any twenty-four (24) hour period calculated from the time that the employee commences the scheduled shift.

### 13.03 Definition of a Week

A week shall mean that period between the end of the evening shift on Sunday and the end of the evening shift on the immediately following Sunday.

### 13.04 Work Schedules

- a) Provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to the employees. **Work** schedules shall be confirmed and posted no less than two (2) calendar weeks in advance of the actual week **being** worked **as** defined in Article 13.03.
- b) Employees shall notify the supervisor in writing in advance of trading shifts of **equal** length between themselves. Deviation **from** the posted schedule, which results from employees trading shifts with other qualified employees, shall not be subject to the overtime provisions.
- c) When **an** employee is required to change their shift from the posted and confirmed schedule, as a result of **an** Employer directive, the employee shall be paid overtime at

the rate 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 four (4) shifts so changed.

- d) 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 Union.
- e) Employees shall not be required to work more than seven (7) consecutive days without receiving days off, unless work schedules, which are acceptable to the majority of employees affected by the schedule and the Union, have been agreed upon.
- f) When an employee returns unexpectedly from any leave, the employee scheduled to work the relief assignment shall have his shifts cancelled without any notice and without any cost to the Employer.
- g) By mutual agreement, the parties may negotiate extended shift agreements supplementary to this Agreement.
- h) Employees scheduled for shift rotation shall have shifts rotated as equally as possible relative to other employees on the unit, **At** the request of the employees on a unit and where the preference of the employees is such, the objective shall be for employees to rotate only between two (2) shifts.
- i) Rest Periods Between Change of Shifts  
  
Failure to provide at least fifteen and one-half (15 ½) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such rest periods, except **as** mutually agreed between the Employer and the Union.
- j) Split Shifts  
  
Split shifts will only be implemented with prior mutual agreement between the Employer and the Union.

### 13.05 Rest Periods

Employees who work more than three (3) hours but not more than six (6) hours shall receive one fifteen (15) minute rest period.

Employees who work more than six (6) hours shall receive two fifteen (15) minute rest periods.

The time of the rest period shall be scheduled by the Employer. Every effort will be made to grant such periods midway between each half shift.

### 13.06 Meal Periods

One unpaid meal period of at least one-half (½) hour shall be scheduled for each employee working a shift of at least five and one-half (5 ½) hours (exclusive of meal period). In the event the employee is recalled to work during the scheduled meal break or otherwise is



unable to utilize the meal break, such time shall be provided later in the shift or, paid at one and one-half (1 ½) times the employee's applicable rate of pay.

### 13.07 Overtime

- a) All hours worked in excess of those stated in Article 13.01 or 13.02 shall be defined as overtime and paid at the rate of one and one-half (1 ½) times the regular rate of pay for the first four (4) consecutive hours and double (2X) the regular rate of pay for hours worked in excess of four (4) consecutive hours in that day. For other than full-time employees, overtime will not be paid until normal full-time hours of work per day or three (3) week period are worked
- b) **An** employee who works overtime between 2400 and 0700 hours and where such hours are in conjunction with his /her regular shift shall be paid at the rate of double (2X) his regular rate for all hours so worked. If the evening shift ends before midnight and the employee is required to work overtime continuous with the evening shift, and the overtime ends after midnight, then the entire overtime period shall be paid at double the regular rate.
- c) The call-in system **must** first be utilized when replacing absent staff.
- i) Overtime shall be offered to employees within the department in the same classification on the basis of seniority, provided the employee possesses the necessary qualifications required to fill the position and the ability to perform the work.
- ii) In the event that the overtime being worked is of a duration that is less than the minimum report period, it shall be offered to the senior employee already working. This does **not** authorize the Employer to fragment shifts, unless it can be demonstrated that the shift cannot be filled otherwise.
- d) If **an** employee is required to work in excess of the regular hours of work on the day of a Statutory Holiday, such overtime shall be paid at double (2X) the regular rate.

### 13.08 Overtime Against Wishes

Employees will not be required to work overtime or be on standby against their wishes when other qualified employees within their **work** unit **are** willing to perform the required work or take such standby.

### 13.09 Time Off in Lieu

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

### 13.10 Standby

- a) Definition of Standby Assignment

Standby assignment shall mean any period during which the employee is not on regular duty, the duration of which is not less than eight (8) hours during which the employee is on standby, and must be available to respond without undue delay to any request to return to duty.

b) Standby Payment

Employees assigned to standby shall receive a standby premium as follows:

- i) seventy-three (\$0.73) cents per hour for each hour on standby on a regular working day ~~with~~ a minimum payment for seven point five (7.5) hours.
- ii) one dollar and three (\$1.03) cents per hour for each hour on standby on days off and Statutory Holidays with a minimum payment for seven point five (7.5) hours.

**EFFECTIVE September 1, 1999**

Standby Payment shall be increased to one dollar and three (\$1.03) cents per hour for regular days and one dollar and thirty-three (**\$1.33**) cents per hour for days off and Statutory Holidays, with a minimum payment for eight (8) hours (**7.5** hours until April 17, 2000).

This payment shall be in addition to any call back compensation.

c) Alternate Arrangements for Standby

Provided it is agreed to by the Employer in advance, employees on standby may make mutual arrangements ~~with~~ other qualified employees to replace them, and must advise the Employer of such change.

**13.11 Call Back**

a) Call Back After Completion of Shift

Any employee who is called back to work after having completed the regular work schedule, and having left the facility premises, shall be paid for a ~~minimum~~ of two (2) hours at a rate of time and one-half (1 ½) the regular rate, 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 amount for such call back.

b) Call Back After Midnight or on Statutory Holidays

Employees who are called back and required to ~~work~~ between the hours of 2400 (midnight) and 0700 hours or on Statutory Holidays shall be paid at the rate of double

(2) the regular rate of pay for all hours so worked with a minimum of two (2) hours at the rate of double (2) the regular rate.

However, should a call back referred to above, commence prior to 2400 hours (midnight) or continue after 0700 hours, such period of time (outside of the frame of 2400 and 0700) shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.

c) Call Back on a Scheduled Day(s) **OFF**

Employees required to **work** the scheduled day or days off shall receive double (2) the regular rate of pay for such day or days off worked.

d) Call Back During Vacation

Employees called back from their vacations shall be paid at the rate of double (2) the regular rate of pay for all hours worked. Such vacation days so worked shall be rescheduled.

e) Telephone Consultation

**An** employee who after leaving work receives a work-related telephone call from the Employer or Employer designate to provide off-site assistance and which does not involve a return to the workplace shall be paid a flat rate of five (\$5.00) dollars per call for calls less **than** fifteen (15) minutes duration. Calls longer than **fifteen** minutes shall be paid for each one-half (1/2) hour or portion thereof at the regular rate of pay.

### 13.12 Transportation Allowance

a) Employees who are called back to work and require transportation, will use either the taxi company designated by the Employer and will charge the return fare to the Employer, or where employees are required or choose to use their own mode of transportation, they shall be paid at the basis of twenty-seven (\$0.27) cents per kilometre with a minimum of three (\$3.00) dollars per round trip.

b) When **an** employee is requested and agrees to use his or her own automobile for Employer's business after the normal travel to work and before travelling home from **work**, such employee shall be paid at the basis of twenty-seven (\$0.27) cents per kilometre with a minimum of three (\$3.00) dollars per round trip. The above arrangements may be altered by mutual agreement between the Union and the Employer.

**EFFECTIVE JULY 1, 1999**

a) Employees who are called back to work and require transportation, will use either the taxi company designated by the Employer and will charge the return fare to the

Employer, or where employees are required or choose to use their own mode of transportation, they shall be paid at the basis of thirty (\$0.30)cents per kilometre with a minimum of three dollars and fifty (\$3.50) cents per round trip.

- b) When an employee is requested and agrees to use his or her own automobile for Employer's business after the normal travel to work and before travelling home from work, such employee shall be paid at the basis of thirty (30) cents per kilometre with a minimum of three dollars and **fifty** (\$3.50)cents per round trip. The above arrangements may be altered by mutual agreement between the Union and the Employer.

### **13.13 Shift Premium**

A shift premium of seventy (70) cents per hour shall be paid to employees working shifts, (including shifts worked on Statutory Holidays) whereby, the majority of such hours fall within the period 1500 hours and 0800 hours. Shift premium shall not apply to overtime hours worked.

### **13.14 Weekend Premium**

A weekend premium of thirty (30) cents per hour shall be paid for each hour worked by an employee on each shift where the majority of hours of the shift fall between 0001 Saturday and 2400 Sunday. Where an employee is receiving overtime pay, weekend premium will not apply.

### **13.15 Weekends Off**

Insofar **as** regular staffing patterns of the facility will permit, Employees will be scheduled for weekends off on an equitable basis with a minimum of one (1) weekend off in four (**4**). **Effective April 17, 2000**, Employees shall have at least one weekend off in every three (**3**) week period. Those employees required to work on the third (3rd) Saturday and/or Sunday shall be paid at overtime rates of pay for all hours so worked on the third (3rd) Saturday and/or Sunday except where it is mutually agreed otherwise between the Employer and the Union. Insofar **as** possible within established staffing patterns employees shall be scheduled for weekends off on an equitable basis.

### **13.16 Expansion of Hours**

Expansion of hours shall not be permitted on a continuing basis without the agreement of the Employer and the Union.

## **ARTICLE 14 - STATUTORY HOLIDAYS**

### **14.01 Statutory Holidays**

For the purpose of this Agreement, the following shall be considered Statutory Holidays:

New Year's **Day**  
Good Friday

Saskatchewan Day  
Labour Day

2<sup>nd</sup> Monday in June  
Remembrance Day  
Christmas Day  
Boxing Day

Thanksgiving Day  
Victoria Day  
Canada Day

and all other federally, provincially and civically proclaimed holidays, provided, however, that a civically declared holiday in lieu of the above named Statutory Holiday shall not be considered a holiday. Notwithstanding any other section of this Agreement, premium pay, as referred to in Article 14.03 shall be paid for work on the actual calendar day, and shall not be paid for work on any alternate named day.

#### 14.02 Statutory Holiday on Scheduled Day Off

Where a Statutory Holiday falls on a full-time employee's regular or scheduled day off, such employee shall receive another day off with pay.

#### 14.03 Working on a Statutory Holiday

In order to be paid for a Statutory Holiday worked, the majority of the employee's working hours must fall on the actual day of the Stat.

- a) Full-time employees required to be on duty on any of the holidays described in Article 14.01 shall be paid at the rate of time and one-half (1 ½) their regular rate of pay, plus time off with pay equal to the regular hours worked, such time off to be scheduled within four (4) weeks before or after the week in which the holiday occurs

The employee shall have the Statutory Holiday off on a day mutually agreeable between the Employer and the employee subject to Article 13.05.

- b) All Other Than Full-Time Employees (effective April 17,2000)
- i) who do not work on a Statutory Holiday shall receive Statutory Holiday pay in accordance with the following formula:

#### APPLICABLE TO 1948.8 HOURS/YEAR

Number of Paid Hours In  
the Immediately Preceding **X** Normal Full-Time  
Four (4) Week Period                      Hours Per Day  
149.3

**X** Employee's Hourly    =    Statutory  
Rate of Pay                      Holiday Pay

- ii) who work on a Statutory Holiday shall be paid at the rate of one and one-half (1 ½) times the regular rate plus Statutory Holiday pay in accordance with the formula above.

An employee on any unpaid leave of absence of greater than thirty (30) consecutive days duration, at the time a Statutory Holiday occurs, shall not be entitled to Statutory Holiday pay.

#### **14.04 Christmas and New Year's Day Off**

The Employer shall endeavour to schedule the employee for at least Christmas Day or New Year's Day off.

### **ARTICLE 15 - LEAVES OF ABSENCE**

#### **15.01 General Leave of Absence**

Insofar as regular operations permit, leave of absence without pay shall be granted to the employee provided the employee furnishes reasons for requiring such leave. The Employer shall respond to all requests for leave of absence within seven (7) days of receipt of the request. All requests for leave of absence shall be submitted in writing to the person responsible for scheduling with a copy to the Administrator and a copy to the Local Union Office when leaves are denied.

#### **15.02 Maternity Leave**

Unpaid leave of absence shall be granted to an employee for maternity, provided that she provides a medical certificate confirming the pregnancy and showing the probable date of delivery. An employee must apply for the leave of absence no later than fifteen (15) calendar days in advance except in extenuating circumstances.

- a) The length of the leave of absence shall be for a period not to exceed twelve (12) months.

If an employee's original request for maternity leave ~~was~~ less than twelve (12) months, she shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed twelve (12) months.

In extenuating circumstances, where in the opinion of a medical practitioner such action is advisable the leave shall be further extended.

- b) Such leave will be granted with assurance that the employee will resume employment in the same position or in a comparable position and at the same range of pay occupied prior to the granting of such leave. In the event the employee on maternity leave is affected by layoff, she shall be afforded access to the provisions of Article 12 (Layoff and Re-employment).
- c) Notice of intention to return to work or request for change of length of leave of absence must be forwarded to the Employer fifteen (15) calendar days prior to the

expiration of the leave. An employee may submit only one (1) request for a change of length of leave of absence.

The Employer is not required to allow **an** employee to resume her employment until after the expiration of the **fifteen (15)** calendar days notice.

- d) *An* employee unable to perform her regular duties but able to perform other work shall, where possible, without affecting the seniority rights of other employees, be permitted to do so at the appropriate rate of pay for the position she is filling.
- e) Access to Sick Leave Credits

Sick leave shall not be granted for the actual period of maternity leave, **as** defined in Article 15.02 (a). However, **an** employee who is pregnant during her period of service with the Employer shall have access to sick leave credits for illness or disability which may arise during pregnancy while she continues active duty with the Employer.

### **15.03 Adoption Leave**

Upon request, **an** employee shall be granted up to twelve (12) months leave of absence without pay for legal adoption purposes. In the event an employee on adoption leave is affected by layoff, she shall be afforded access to the provisions of Article 12 (Layoff and Re-employment).

### **15.04 Parental Leave**

Upon request, an employee whose spouse is expecting a child shall be granted up to twelve (12) weeks unpaid leave which can be taken during the three (3) months before or during the twelve (12) months after the birth of the child. In the event an employee on parental leave is affected by layoff, he shall be afforded access to the provisions of Article 12 (Layoff **and** Re-employment).

### **15.05 Family Illness Leave**

The purpose of family illness leave is for the employee to access time away from work, without loss of pay, in circumstances where a family member **as** defined in Article 15.08 is ill and requires the immediate attention of the employee.

Commencing March 1, 2000 all employees, regardless of status, shall be entitled to access **up** to forty-five (45) hours per twelve (12) month period. This benefit shall not accumulate from year to year.

Employees shall be eligible for this benefit upon successful completion of the probationary period. Their benefit will be calculated on the basis of three point seven five (3.75) hours for each month or portion thereof for the remainder of the entitlement period.

### **15.06 Pressing Necessity**

**An** employee shall be granted leave without pay for pressing necessities. Pressing necessity shall be defined **as** any circumstance of a sudden or unusual occurrence that could not by the exercise of reasonable judgement have been foreseen by the employee **and** which requires the immediate attention of the employee.

The employee may elect to use vacation, Statutory Holiday, or earned days off or PDO's which have not yet been scheduled for the purpose of such leave.

### **15.07 Medical Care Leave**

**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 off shall *not* exceed sixteen (**16**) working hours per fiscal year, except in extenuating circumstances. On request, employees will be required to show proof of such care.

For other than full-time employees this shall be pro-rated. This benefit does not apply to casuals

### **15.08 Bereavement Leave**

The purpose of bereavement leave is *to* provide a period of absence from the workplace from the date of death to the day following the funeral.

- a) In the event of the death of a parent, spouse, brother, sister, child, common law spouse, former guardian, fiance or someone with whom the employee has had a similar relationship, the employee shall receive time off from work without loss of pay and benefits to a maximum of four (**4**) days based on their scheduled shifts.
- b) In the event of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or some other person for whom the employee is required to administer bereavement responsibilities, the employee shall receive time off from work without loss of pay and benefits to a maximum of two (**2**) days based on their scheduled shifts.
- c) An employee granted bereavement leave in (a) or (b) above shall be granted an additional two (**2**) days leave without loss of pay or benefits if required to travel over five hundred (500) kilometres one way to attend the funeral.
- d) The employee may also request vacation, Statutory Holidays or unpaid leave of absence as may be required.

### **15.09 Union Leave**

Insofar **as** the regular operations permit:

- a) Designated employees shall be granted leave of absence without pay to attend to Union business.



- b) Such request must be submitted in writing to the Employer at least seven (7) days in advance except in cases where it is mutually agreed otherwise. Designated employees shall be granted leave on a ratio of:  
One (1) for the first twenty-five (25) in-scope, one (1) for the next twenty-five **(25)** in-scope or major fraction thereof, **and** one (1) for each **fifty** (50) in-scope or major fraction thereof
- c) The Employer agrees to continue to pay normal salary and benefits to employees allocated on a short term basis of one (1) month or less to attend to Union business as referred to in Article 15.09 and that the Employer is to charge the Local Union for reimbursement of the cost. Such costs shall only include:
  - i) actual lost wages;
  - ii) Employer's share of Canada Pension contributions;
  - iii) Employer's share of Employment Insurance premiums;
  - iv) Employer's share of SAHO Pension contributions or equivalent;
  - v) Employer's share of Group Insurance premiums;
  - vi) Employer's share of Disability Income contributions; and
  - vii) Workers' Compensation premiums.
- d) On leaves of absence of more than one (1) month, and at the request of the Union, the Employer agrees to pay normal salary and benefits to **an** employee, and will charge the Union, in addition to those costs set forth in **Article 15.09 (c)** an appropriate amount for the following benefits:
  - i) annual vacation;
  - ii) sick leave, and
  - iii) Statutory Holiday.

#### **15.10 Leave for a Union Position**

**An** employee who is elected or selected for a full-time executive position with the Union or any labour body with which the Union is affiliated, shall be granted **an** unpaid leave of absence for the term of office.

**An** employee who accepts employment with the Union or any body with which the Union is affiliated shall be granted a leave of absence of up to twelve **(12) months.**

#### **15.11 Election to Professional Association**

**An** employee elected or selected for an executive position within a professional association

that relates to their classification shall be granted an unpaid leave of absence in order to fulfil the requirements of the elected position.

**15.12 Education Leave**

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

**15.13 Paid Jury or Court Witness Leave**

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 at the disposal of the court.

Time spent by **an** employee required to serve **as** a court witness in any matter arising out of employment shall be considered **as** time worked at the regular rate of pay.

**15.14 Leave for Public Office**

**An** employee who is elected to Public Office shall be granted unpaid leave of absence **as** required by the term of such Public Office.

**15.15 Benefit Accrual**

When an unpaid leave of absence is for thirty (30) consecutive calendar days or less, an employee shall be entitled to earn sick leave, vacation leave and statutory holidays.

**ARTICLE 16 - VACATION**

**16.01 Definition of Vacation** (Changes to vacation are effective July 1,2000)

"Vacation" means annual vacation with pay.

**16.02 Definition of Vacation Year**

"Vacation Year" means the twelve month period commencing on the first (1st) day of July in each calendar year and concluding on the thirtieth (30th) day of June of the following calendar year. Vacation credits shall be earned during the current vacation year to be taken the following vacation year.

**16.03 Vacation Period and Posting**

The vacation period shall be July 1st to June 30th of the following calendar year,

- i) Projected accumulated vacation credits for all employees shall be posted during the month of March of each year and will be subject to verification in accordance with vacation credit entitlement determined on the vacation cutoff date of June 30th of

each year.

- ii) In order to apply Article 16.09, employees will indicate their choices of dates for the vacation year by April 15th.
- iii) Vacation schedules shall be posted by May 15th of each year. Once posted, these dates cannot be changed without mutual consent of the employee and the Employer, except in extenuating circumstances. It is understood that credit entitlement is subject to verification after the accrual year ending June 30th.
- iv) In cases where all vacation has not been scheduled in accordance with i), ii) and iii) above, a second posting of unexpended vacation credits will occur by December 15th to allow employees to schedule unexpended vacation credits for use by June 30th. Unscheduled vacation after this second posting must be scheduled by mutual agreement between the employee and the Employer.

**16.04 Date of Employment**

"Date of Employment" means:

- a) In the case of the employee whose employment commenced between the first (1st) and the fifteenth (15th) day, inclusive of any month, the first (1st) day of the calendar month.
- b) In the case of the employee whose employment commenced between the sixteenth (16th) and the last day, inclusive of any month, the first (1st) day of the following calendar month.

**16.05 Vacation Credits**

Vacation credits shall be earned on the following basis:

- i) During the first and subsequent years, including the fifth year of continuous employment, a maximum of one and one-quarter days per month worked (fifteen (15) working days per year.
- ii) During the sixth and subsequent years, including the sixteenth year of continuous employment, a maximum of one and two-thirds days per month worked (twenty (20) working days per year.
- iii) During the seventeenth and subsequent years, including the twenty-ninth year of continuous employment, a maximum of two and one-twelfth days per month worked (twenty-five (25) working days per year.
- iv) During the thirtieth and subsequent years of continuous employment, a maximum of two and one-half days per month worked (thirty (30) working days per year.
- v) An employee shall receive the greater of vacation pay calculated as follows:

$$(i) \quad \begin{array}{l} \text{Vacation Credits} \\ \text{Earned in accordance} \\ \text{with Article 16.05} \end{array} \times \begin{array}{l} \text{Employee's regular} \\ \text{rate of pay at the} \\ \text{time of taking vacation} \end{array} = \begin{array}{l} \text{Vacation} \\ \text{Pay} \end{array}$$

OR

- (ii) Three fifty-seconds (3/52nds), four fifty-seconds (4/52nds), five fifty-seconds (5/52nds) or six fifty-seconds (6/52nds) of the employee's gross earnings during the vacation year **as** determined by the employee's eligibility for annual vacation. Gross earnings shall include all remuneration paid to employees except transportation allowance.
- vi) For the purpose of calculating vacation time credits only, for full-time employees, length of service shall not be reduced by leaves of absence granted May 1, 1989 and thereafter.
- vii) **Continuous service shall be calculated from the last date of hire.**

#### **16.06 Vacation Pay on Termination**

An employee who is terminating employment at any time in the vacation year before the employee has taken vacation, shall be entitled to a proportionate payment of salary in lieu of earned vacation.

#### **16.07 Pro-Rata Vacation Credits**

Any employee not having completed a full year of service prior to the beginning of the vacation year in any year shall be allowed vacation on a pro-rata basis.

#### **16.08 Vacation Pay**

- a) Vacation pay shall be in accordance with Article 16.05 v).
- b) Employees shall receive vacation pay on regular pay **days** while on vacation unless otherwise requested.
- c) Where an employee requests vacation pay in advance, and makes such request in writing at least twenty-one (21) days prior to the commencement of vacation, vacation pay shall be paid in the fourteen (14) day period immediately preceding the vacation period.

#### **16.09 Assignment of Vacation Dates**

Annual vacation time shall be regulated on a mutually agreed basis. In case of disagreement, seniority shall govern within the department. However, employees who do not request vacation time before April 15th of each year shall forfeit their right to use seniority. Disputes after this date shall be governed on a first-come, first-serve basis.

#### **16.10 Displacement of Vacation**

Where, in respect of any period of vacation leave, an employee is:

- a) granted bereavement leave, or

- b) granted sick leave, as a result of hospitalization, in a provincially approved hospital, or
- c) granted other approved leave of absence, or
- d) granted sick leave for an illness which could confine the employee for a duration of more than three (3) scheduled days, a medical certificate substantiating proof of illness will be required, or
- e) granted sick leave immediately prior to commencing his scheduled vacation and such illness continues into the period of scheduled Vacation.

The period ~~of~~ vacation so displaced by any of the aforementioned shall either be added to the vacation period requested by the employee and approved by the Employer or reinstated for use at a later date.

#### **16.11 Unbroken Vacation Period**

Employees shall be entitled to take their vacation in an unbroken period. Employees shall be able to utilize up to seven (7) days of vacation time to be taken in periods of one (1) day or more provided it does not interrupt previously scheduled holidays of other employees. Notwithstanding the above provisions, where departmental arrangements provide for a mutually acceptable method of scheduling vacation entitlement those provisions shall continue to remain in effect.

#### **16.12 Statutory Holidays Within Scheduled Vacation Period**

When a recognized Statutory Holiday falls during an employee's scheduled vacation period, it shall be recognized ~~as~~ a Statutory Holiday and the employee shall be paid in accordance with Article 14.03. The day on which the Statutory Holiday occurs shall not be deducted from the employee's eligible vacation period.

#### **16.13 Part-Time, and Casual Employee Vacation Entitlement**

Vacation credits shall be earned on a pro-rata basis in accordance with Article 16.05 and shall be paid in accordance with Article 16.08. It is understood between the parties that an employee is entitled to a vacation period of three (3), four (4) or five (5) weeks, dependent upon the employee's accumulated years of employment in addition to the vacation pay stipulated above.

#### **16.14 Carry Over of Vacation**

The vacation entitlement contained herein will be taken by all the employees annually, subject, however, to the provision that the employees may make application to the Employer for carry over of the entitlement to the following year. Seniority rights for carry over of accumulated vacation may be lost where such vacation would interfere with the normal operation of the ~~facility~~ or the right of others.

**ARTICLE 17 - PAYMENT OF WAGES**

**17.01 Schedules**

The salary scale applicable to employees shall be **as** set out in the salary schedules contained in this collective bargaining agreement.

**17.02 Payment of Wages**

The Employer shall pay wages bi-weekly in accordance with Schedule ‘A’ attached hereto

Pay days shall be every other Thursday.

Employees’ pay shall be deposited directly into the employees’ accounts at a major banking institution of the employees’ choice.

**17.03 Deductions**

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.

**17.04 Red-Circled Jobs**

All incumbents in recognized red-circled jobs shall be paid one hundred (100%) percent of any negotiated wage and benefit increase.

**ARTICLE 18 - INCREMENTS**

- 18.01 a) Full-time employees shall be eligible for increments annually from their date of employment, promotion or reclassification except when a leave of absence is for more than thirty (30) days, in which case an adjusted increment date shall be established consistent with the period of leave taken.
  
- b) i) Other Than Full Time employees shall be eligible for increments calculated on the basis of paid and unpaid hours (**as** set out below) from their date of employment, promotion or reclassification.
  
- ii) Other than full-time employees shall receive a half increment on the completion of nine hundred and seventy-four point four (974.4) regular hours (one thousand nine hundred and forty-eight (1948.8) hours/year) or nine hundred and seventy-five (975) regular hours (one thousand nine hundred and fifty (1950) hours/year) or one (1) year, whichever occurs later. On completion of one thousand nine hundred **and** forty-eight point eight (1948.8) or one thousand nine hundred and fifty (1950) regular hours, the employee shall receive the first step. Additional increments **as** provided in the applicable pay range shall be provided consistent with the foregoing formula

until such time as the employee has achieved the maximum step in the pay range.

Effective April 17, 2000 references to nine hundred and seventy four point four (974.4) and one thousand nine hundred and forty eight point eight (1948.8) hours shall apply to all employees.

- c) Eligible hours for earning increments include:
- all paid hours including vacation and Statutory Holiday pay but excluding overtime;
  - all paid leaves;
  - any authorized unpaid leaves up to thirty (30) days at a time;
  - absence while on WCB;
  - Union leave.
- d) Employees who work in more than one classification where different pay grades apply shall receive separate increment adjustments for each classification.
- e) Hours worked in temporary assignments shall be credited to the employee for the purpose of advancement in the increment scale.

#### **18.02 Return to Previous Job Classification**

An employee who returns within three (3) calendar years to a job classification which was previously held by that employee shall be placed at their previous increment level.

#### **18.03 Recognition of Previous Experience**

Employees commencing employment who have previous experience related to the position applied for, relevant and acceptable to the Employer shall be placed in the salary range in accordance with the following:

- a) Less than one year of experience in the three years immediately preceding the date of employment shall be placed at step 1 (start).
- b) One year of experience in the three years immediately preceding the date of employment shall be placed at step 2 (one (1) year).
- c) Two years of experience in the four years immediately preceding the date of employment shall be placed at step 3 (two (2) Year)

Where previous experience has been obtained through recent service in other than full time employment, recognition of such previous experience will be based on the number of hours paid. One (1) year of experience will be recognized for each full one thousand nine hundred and forty-eight point eight (1948.8) hours of recent service in the qualifying period.

## ARTICLE 19 - GENERAL PROVISIONS

### 19.01 Personal Property Loss

An employee's personal property loss or damage by the action of a resident/client shall be replaced or repaired at the expense of the Employer to a maximum of seven hundred and fifty (\$750.00) dollars, subject to integration with one hundred (100%) percent coverage by Workers' Compensation Board, provided that reasonable proof of the cause of such damage is submitted by the employee concerned within reasonable time of such loss or damage.

### 19.02 Uniforms

The Employer will furnish and maintain (launder and repair) without charge such uniforms which the Employer requires the employees to wear. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour and style of uniforms and the requirements of each group of employees in respect thereto shall be determined by the Employer.

### 19.03 Bulletin Boards

The Employer shall provide bulletin board(s) which shall be placed so that all employees will have ready access to them and upon which the Union shall have the right to post notices of meetings and such other notices, as may be of interest to the employees.

### 19.04 Tools and Equipment Supplied

The Employer shall supply all tools and equipment, which it deems necessary to employees in the performance of their duties. Worn or broken tools shall be returned to the Employer.

## ARTICLE 20 - TECHNOLOGICAL CHANGE

### 20.01 Technological Change

If, as a result of the Employer introducing:

- new equipment;
- changes in operating methods;
- dissolution of department(s); or
- complete facility closure;

certain job classifications will no longer be required, the Employer shall notify the Union three (3) months in advance of instituting such changes which will cause dislocation, reduction or demotion of the existing **work** force.

- a) By mutual agreement of the Employer and the Union, the above time limits may be adjusted to suit individual circumstances.



- b) Upon notification **as** above, the Employer and the Union will commence discussion **as** to the effect on personnel and application of this Article.
- c) During the above-mentioned implementation and transitional period, affected employees will maintain their wage level.
- d) All new job titles and rates of pay shall be negotiated in accordance with Article 11.01 (Creation of New Classifications).
- e) All new positions created as a result of technological change will be posted under the terms of the current Agreement. Any training or retraining required to fill the new positions shall be provided by the Employer at the employee's regular rate of pay.
- f) If application of this Article requires a reduction in the **work** force, such reduction will be carried out under the terms of this Agreement.

## **ARTICLE 21 - EMPLOYEE PERFORMANCE REVIEW**

### **Employee Performance Review**

When a review or appraisal of an employee's work performance is made, the employee concerned shall be given the opportunity to read and discuss the document. The employee shall be required to sign an acknowledgement that they have been given an opportunity to read the document and shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the document.

**An** employee performance appraisal or review is not a disciplinary meeting.

The employee shall have the right to respond in writing to such appraisal or review within fourteen (14) calendar days and such response shall become part of the record.

### **Access to Personnel File**

The Employer shall allow an employee to review their personnel file (excluding employment references) provided they make prior arrangements with their immediate supervisor. Any errors or inaccuracies on an employee's file shall be removed.

## **ARTICLE 22 - SAFETY AND HEALTH**

### **22.01 Health and Safety Committee**

The Union and the Employer shall mutually commit to perfect the safety measures now in effect, and to implement and support the Occupational Health and Safety Act and Regulations in all matters addressed between the parties, so that informed compliance **can** be achieved in a timely manner.

The Employer agrees to provide flexibility in scheduling arrangements for the purpose of

promoting meaningful participation of Committee members, A Committee member who attends an Occupational Health and Safety Committee meeting outside of scheduled hours of work shall be credited the time as hours worked at regular rate(s) of pay.

#### **22.02 Referral of Health or Safety Concern**

An employee or a group of employees who have a health or safety concern should endeavour to resolve that concern by first referring the concern to the immediate supervisor or Administrator, who will investigate immediately and take remedial action.

#### **22.03 Client/Resident Behaviour**

When an incident demonstrates that a client/resident's behaviour may constitute a risk to the safety of another client/resident or employee, a meeting shall be convened within twenty-four (24) hours to conduct a reassessment and appraisal of the client/resident to consider and implement alternative options for care delivery to ensure the safety of employees and other clients/residents.

#### **22.04 Medical Examination**

If pre-employment or subsequent medicals or immunizations should be required by the Employer or in accordance with the Special Care Homes' Act, time lost due to such requirements shall not result in loss of pay or sick leave credits.

#### **22.0s Proper Accommodation**

The Employer agrees to make every reasonable effort to provide proper accommodation for employees to have meals and store and change their clothes. The Employer agrees to provide suitable accommodation that is not directly accessible to the public to allow employees to store personal effects and clothing worn to and from the facility.

### **ARTICLE 23 - SICK LEAVE**

#### **23.01 Definition of Sick Leave**

"Sick Leave" means the period of ~~time~~ an employee is absent from work by virtue of being sick or disabled or because of an accident not covered by Workers' Compensation.

Sick leave will not be paid where an employee is in receipt of income replacement benefits under The Automobile Accident Insurance Act except that any difference between such benefits and the employee's regular net pay shall be paid to the employee from the employee's accumulated sick leave credits, provided that credits are available for use, for a period not to exceed one (1) year from the date of the accident.

#### **23.02 Notice of Illness**

Every employee who may be absent from duty on account of sickness or injury, shall notify the immediate supervisor as soon as possible prior to the commencement of the scheduled

shift indicating the nature and expected duration of such illness, No employee shall be entitled to benefits for time previous to such notification unless the delay shall be shown to have been unavoidable. Employees will report to their supervisor or designate upon resuming duties.

### 23.03 Accumulation of Sick Leave

Effective February 1, 2000:

a) Full-time employees shall earn sick leave credits at the rate of fifteen (15) days per year (one and one-quarter (1 1/4) days per month).

b) Sick leave credits for other than full-time employees shall be calculated as follows:

$$\frac{\text{Number of Hours Eligible for Entitlement}}{\text{Full Prescribed Hours Per Year}} \times 15 = \text{Sick Leave Credits}$$

c) Hours eligible for entitlement shall include paid hours exclusive of overtime plus other unpaid leave of up to thirty (30) days duration.

d) Sick leave credits for all employees shall accumulate to a maximum of one hundred and sixty (160) working days.

e) The Employer agrees to post an up-to-date list of all employees sick leave credits in the month of February of each year. Within thirty (30) days of the posting, and upon proof of error, the Employer will revise the list. Copies of such lists and revisions thereof shall be sent to the Local Union Office simultaneously.

### 23.04 Deductions from Sick Leave Credits

a) For full-time employees, a deduction shall be made from accumulated sick leave credits for all normal working hours (inclusive of Statutory Holidays) absent for sick leave.

b) Part-time employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period, access to accrued sick leave credits will be based on their letter of appointment or the average number of hours worked in the twelve (12) months preceding the illness, whichever is greater.

c) Casual employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period, access to accrued sick leave credits will be based on the average number of hours worked in the twelve (12) months preceding the illness.

### 23.05 Verification of Illness

Medical verification may be requested from employees requesting sick leave. Where such is required, the employee shall be notified during the illness that such verification is required

upon the employee's return to work.

**It is understood that any new provisions in this article shall become effective February 1, 2000.**

## **ARTICLE 24 - WORKERS' COMPENSATION**

### **24.01 Workers' Compensation Benefits**

When an employee is absent as a result of an accident or illness in connection with the employee's employment and benefits are being paid by Workers' Compensation Board, the difference between the employee's regular net pay and the Workers' Compensation payment will be paid by the Employer for a period not to exceed one (1) year and shall not reduce the employee's accumulated sick leave credits. In no event will the amount paid to the employee be less than the amount the Employer receives from Workers' Compensation Board.

The following procedure shall be used to implement the foregoing:

1. When **an** employee has applied for Workers' Compensation benefits, the Employer will continue paying the employee his/her regular net pay for a period not to exceed one (1) year.
2. The hours paid for part-time and casual employees receiving Workers' compensation benefits shall include all paid hours (e.g. regularly scheduled hours, additional casual hours, vacation hours, **sick** hours, Statutory Holiday hours and paid leaves of absence) excluding overtime and other premium payments, and shall be based on the previous fifty-two (52) week period.

Where the employee's status (full-time, part-time, casual) has changed within the fifty-two (52) week period, the calculation of hours paid will be based upon the period of time since the date of change to the employee's status at the time the Workers' Compensation claim is initiated.

3. The Workers' Compensation cheque will be made payable to the Employer.
4. Should the employee's claim be disallowed by Workers' Compensation, then any money so paid will be either charged against sick time, or if the employee **has** no sick time, the amount so paid will be recovered from the employee and the employee may apply for D.I.P.
5. At year-end, the employee's gross earnings will be adjusted by the amount paid by Workers' Compensation Board. The Employment Insurance and Canada Pension Plan deductions will be recalculated based on the adjusted gross pay and the difference is to be refunded to the employee by the Employer.
6. Employees absent **as** a result of a compensable accident or illness under this Article shall not earn Statutory Holidays but for the first year shall accrue sick leave credits and vacation credits, However, vacation credits accrued during receipt of WCB benefits may only be accessed once such employee has returned to regular employment outside the auspices of a graduated return to work program sponsored by the WCB. Employees shall earn seniority for the entire period of a WCB claim.

## **ARTICLE 25 - EMPLOYEE BENEFITS PLANS**

### **25.01 Disability Income Plan**

A Disability Income Plan (**DIP**) administered by the Saskatchewan Association of Health Organizations shall be provided on a joint funding basis whereby the Employer shall pay fifty per cent (50%) of the cost of funding and the Employee shall pay fifty per cent (50%) of the cost of funding the Plan.

### **25.02 Group Life Insurance**

- a) The Employer will pay for the first seven thousand (\$7,000.00) dollars coverage per Employee under the Saskatchewan Association of Health Organizations' Group Life Insurance Plan and agrees to otherwise participate in that Plan.
- b) Employees shall be advised when taking leaves of absence that they may continue coverage in accordance with the terms of the Plan.

### **25.03 Dental Plan**

The Employer shall participate in the Saskatchewan Association of Health Organizations Dental Plan wherein the Employer shall pay one hundred per cent (100%) of the cost of funding the Dental Plan.

### **25.04 Enhanced Dental and Extended Health Plan**

Enhanced Dental and Extended Health benefits administered by the Saskatchewan Association of Health Organizations shall be provided by the Employer for all Employees effective April 1, 2000. The total Employer contribution available for same shall be to a **maximum** of 2.1% of straight time payroll per year. The Plans must be administered within the resources so allocated.

### **25.05 Pension Plan**

**The Saskatchewan Association of Health Organizations Pension Plan, and any successor with terms, conditions and benefits administered by a joint Union-Employer Board of Trust, shall be provided whereby the Employer shall pay, deduct and remit premiums in accordance with the terms of such Plan.**

## **ARTICLE 26 - RETIREMENT**

### **26.01 Normal Retirement Date**

The normal retirement date of all employees shall be the first (1st) day of the month coincident with, or immediately following the attainment of the stated retirement age as stipulated in their Pension or Superannuation Plan or age sixty five (**65**).

## **ARTICLE 27 - Training and Education**

### **27.01 Assistance for Education**

- a) When the Employer requires an employee to attend a workshop, conference or educational program, such attendance shall be ~~with~~ pay, exclusive of overtime and

premium pay, and all registration or tuition fees and expenses related to the program shall be paid for by the Employer.

- b) If an employee is required by the Employer to attend or participate in the in-service education programs or staff meetings such shall be regarded as working time under the terms of this Agreement and compensated accordingly for such time. However, no employee shall be penalized for not attending courses which are not required by the Employer.

## **27.02 Education Support**

On prior approval of the Employer, an employee who successfully completes a course related to their job function shall be reimbursed for up to one hundred (100) per cent of the tuition fees and costs of texts associated with such course. Appropriate receipts shall be required.

## **ARTICLE 28 - DEFINITIONS**

### **28.01 Temporary Employee**

A temporary employee shall be an employee who is employed for a predetermined period of time not to exceed one year. The time limit may be extended by agreement between the Union and the Employer.

### **28.02 Full-Time Employee**

A full-time employee shall mean an employee who is regularly scheduled to work the normal hours as defined in Article 13.01.

### **28.03 Part-Time Employee**

A part-time employee shall mean an employee who is regularly scheduled to work less than the normal hours as defined in Article 13.01.

### **28.04 Casual Employee**

A casual employee shall mean an employee who works on a "call-in" basis, and who is not regularly scheduled.

### **28.05 Use of Gender**

This Agreement shall be construed as referring to the masculine or feminine gender or the singular or plural pronoun as the context may require.

### **28.06 Definition of Transfer**

A transfer shall be defined as the movement of an employee from one (1) position to another position with the same rate of pay.

28. Definition of Demotion

A demotion shall be defined as the movement of an employee from one (1) classification to another classification having a lower rate of pay.

28.08 Definition of Promotion

A promotion shall be defined as the movement of an employee from one (1) classification to another classification having a higher rate of pay.

MONETARY SETTLEMENT

- a) Two (2%) percent general wage increase with full retroactivity, effective January 1, 1998.
  - b) Two (2%) general wage increase with full retroactivity, effective January 1, 1999.
  - c) Special adjustment to all Licenced Practical Nurses, applied after the 1999 general wage increase, to provide wage parity with LPNs' pursuant to the current SAHO - SEIU provincial collective agreement, effective January 1, 1999.
- Handwritten:* (d) 2% g.w.i. with full retro effective Jan 1, 2000  
 (e) Normalization adjustment to all other rates of pay pursuant to implementation of revised hours of work (Article 13.01), effective April 17, 2000.

NOTE ON RETROACTIVITY

All employees on staff as of September 1, 1999 shall be eligible for retroactive wage adjustments based on all paid hours with any Extendicare bargaining unit.

Employees who have retired from any Extendicare bargaining unit during the term of the agreement shall be eligible for retroactive wage adjustments based on all paid hours up to and including the date of retirement.

Except as otherwise provided in this collective agreement, all Articles take effect from and after the date upon which Extendicare and SEIU exchange notice of ratification of the terms of this collective agreement.

**POLICY RE: D.I.P.**

Employee Status During and After D.I.P./L.T.D.

When an employee is disabled and receiving D.I.P. benefits there are certain things the Employer can and should do, and certain things the employee can and should do. During the first two (2) years and one hundred and nineteen (19) consecutive calendar days of a claim the employee's position shall not be filled on a permanent basis.

1. Following the two (2) years and one hundred and nineteen (1 19) consecutive calendar day period if the employee is deemed to be unable to do his/her own job but is able to return to work the following procedure will be undertaken:

- a) The Employer, employee and the Union will review qualifications and capabilities including particular limitations and/or restrictions.

The Union's role in the review process is for the sole purpose of determining the qualifications and capabilities of the employee.

- b) Where no job is immediately available the employee is to be placed on L.O.A. and the employee considered for any vacancy which occurs for which the employee is qualified and capable. When such vacancy occurs the Employer Will, prior to the normal posting procedures, contact the Union to determine if the vacancy is to be posted.

The length of the L.O.A. granted to the employee will depend on the following:

- i) The nature of the work for which the employee is qualified and capable and the frequency with which such positions are likely to become available.
- ii) The length of service of the employee (seniority).
- iii) Leaves of absence will normally be one year and may be extended if no suitable position is available.
- iv) Wherever possible, an employee must be offered at least one (1) position for which the employee is qualified and capable prior to termination of L.O.A.

- c) The position vacated by the employee will be posted and filled on a permanent basis.

If it is not possible during the period of leave of absence for the employee to be placed in a suitable position the employee will be terminated. The employee shall have access to the provisions of the retirement pension and group life plans subject to the terms of the respective plans.

2. Where an employee, after completing two (2) years and one hundred and nineteen (1 19) consecutive calendar days of L.T.D. remains unable to perform in any occupation, the position formerly occupied will be posted and filled on a permanent basis; the employee will remain on Long-Term benefits.

Should an employee subsequently be deemed able to perform the work in their former occupation or any occupation and, therefore, L.T.D. benefits cease, the employee will be considered under a similar procedure as under 1. above.

## **POLICY RE: WORKERS' COMPENSATION BOARD**

### **Employee Status During and After W.C.B. Claims**

When employee's W.C.B. benefits are discontinued and the employee is unable to return to their own job the first consideration will be a review of the file to determine whether application



should be made for D.I.P. benefits. If the procedure is not deemed appropriate or if the D.I.P. claim is rejected the following procedure should be undertaken:

1. The Employer, employee and the Union will review the employee's qualifications and capabilities including particular limitations and/or restrictions.

The Union's role in the review process is for the sole purpose of determining the qualifications and capabilities of the employee

2. Where no job is immediately available the employee will be placed on L.O.A. and considered for any vacancy which occurs for which the employee is qualified and capable. When such vacancy occurs the Employer will, prior to normal posting procedures, contact the Union to determine if the vacancy is to be posted.

The length of the L.O.A. will depend on the following:

- a) The nature of the work for which the employee is qualified for and capable of doing and the frequency with which such positions are likely to become available.
  - b) The length of service of the employee (seniority).
  - c) Leaves of absence will normally be one year and may be extended if no suitable positions are available
  - d) Wherever possible, an employee must be offered at least one (1) position for which the employee is qualified and capable prior to termination of L.O.A.
3. The position vacated by the employee will be posted and filled on a permanent basis.

If it is not possible during the period of leave of absence for the employee to be placed in a suitable position the employee will be terminated. The employee shall have access to the provisions of the retirement pension and group life plans subject to the terms of the respective plans

During an established W.C.B. claim the employee will be required to contact the Employer at least every six months in order to enable the Employer to update the status of the claim as well as discussing items of mutual concern.

#### **LETTER OF UNDERSTANDING #1 RE: CONTRACTING OUT**

1. The Employer will not be restricted by this understanding from continuing its historical employment practices including but not limited to contracting out of work of the bargaining unit.
2. However, when contracting out of bargaining unit work is required, the Employer will ensure that no full-time or part-time employees with three (3) or more years of seniority will be laid off as a direct result of contracting out, Article 12 will apply to those employees with less than three (3) years seniority.
3. This Letter of Understanding shall remain in effect from the date of signing and shall continue from year to year thereafter except where the parties have mutually agreed to amend or revise it.

**LETTER OF UNDERSTANDING #2**  
**RE: SPECIAL CARE AIDES/RESIDENT ATTENDANTS**

Effective April 1, 1991 the classification of Resident Attendant was deleted. Resident Attendants employed **as** of April 1, 1991 who were not graduates of the Kelsey Special Care Aide Program or equivalent were red circled as Resident Attendants.

These employees shall remain red circled until such time as they become qualified **as** a Special Care Aide, retire or terminate.

Should a Resident Attendant become qualified **as** a Special Care Aide they shall be reclassified in accordance with Article 11.06 (Rates of Pay) of the Collective Agreement.

Should it be necessary to hire a Special Care Aide who is not a graduate of the Kelsey Special Care Aide Program or equivalent, the Employer will give preference to bargaining unit members. Such employees will be required to become qualified within two (2) years at her own expense. Until such time as she becomes qualified she shall be paid **as** a Resident Attendant.

**LETTER OF UNDERSTANDING #3**  
**RE: GRANDFATHERING EMPLOYEES WHO OPTED OUT OF PENSION PLAN**

Upon retirement, an employee who has opted out of participating in the Pension Plan when it was introduced:

1. shall be entitled to the same vacation pay which the employee would have earned had the employee continued employment to the end of the vacation year; and
2. provided the employee has an accumulation of sick leave credits, shall be eligible for a salary grant in lieu thereof equal to one-sixth (1/6th) of the credit after ten (10) years of service, one-third (1/3rd) of the accumulated credit after fifteen (15) years of service and one-half (1/2) of the accumulated credit after twenty (20) years of service.

**LETTER OF UNDERSTANDING #4**  
**RE: IMPLEMENTATION OF 1948.8 HOURS OF WORK**

The purpose of this letter is to provide for a transition process from a seven point five (7.5) hour work day to **an** eight (8) hour **work** day.

**As** a result of implementation, the parties recognize that additional hours, *shifts and/or* changes to master rotations will occur as follows:

1. In consultation with the Union the Employer will develop a new master rotation for each classification within the department/work area. Work area will be defined by mutual agreement between the Employer and Union prior to the selection process beginning.
2. The new master rotations will reflect the change in shift length from seven point five (7.5) hours to eight (8) hours.

3. In those areas where there are extended shift arrangements, the parties agree to negotiate and develop master rotations reflecting one thousand nine hundred and forty-eight point eight (1948.8) hours per year.
4. Employees will be briefed in advance as to the parameters of the process.
5. The new master rotations will be posted no later than March 1, 2000.
6. All permanent full and part-time employees in order of seniority will be entitled to select a position from the new rotation within their facility, classification and work area. During this process, the provisions of Article 12 will not apply. Employees unable to retain a position shall retain casual status.
7. The new master rotations shall be implemented on April 17, 2000. For implementation purposes, the provisions of Articles 13.04 and 13.07 are waived.
8. Positions not filled following the selection process shall be posted within the facility. If not so filled, such positions shall be filled in accordance with Article 11 of the collective agreement.
9. PDO credits earned up to and including April 16, 2000 will be recognized and used prior to May 30, 2000. **Any** unused credits will then be paid out forthwith including to Employees on WCB, DIP or other LOA.
10. For purposes of this LOU, Resident Attendants and Special Care Aides holding permanent positions will be considered equivalent. Once the process is completed, this LOU shall cease to apply.

**LETTER OF UNDERSTANDING #5**  
**RE: IMPLEMENTATION OF JOINT JOB EVALUATION AND POLICY FRAMEWORK**  
**PAY EQUITY**

Extendicare will implement the pay equity increases that flow from the program as determined by the Joint Job Evaluation Steering Committee on the same timing and for the relevant classifications and steps as they relate to Long Term Care facilities.

**LETTER OF UNDERSTANDING #6**  
**RE: SHARING OF THE EMPLOYMENT INSURANCE REBATE**

It is hereby understood and agreed that effective January 1, 2000 the employee share of the Employment Insurance (EI) Rebate on behalf of all employees within the scope of this collective agreement is allocated in support of the provision of Article 15.05 (Family Illness Leave) of the collective agreement.

It is further understood and agreed that effective December 31, 1999 all previous arrangements representing utilization of the employee share of the EI Rebate are terminated and cease to have

effect.

**LETTER OF UNDERSTANDING #7  
RE: PORTABILITY OF SENIORITY**

1. The parties agree that all seniority earned in employment with Extendicare in Saskatchewan shall be portable between all bargaining units and facilities except **as** described below subject to such Employee being continuously employed.
2. The parties further agree that where **an** Employee moves from facility to facility or bargaining unit to bargaining unit as a result of bidding a vacancy or re-employment, their total seniority, increment level (where applicable) and service credits shall be fully portable.
3. With respect to scheduling of vacation, in the year of such movement, the parties agree that the Employee so moving shall not exercise seniority rights such that the vacation schedule of the receiving department would be disrupted. In subsequent years, that Employee's total seniority shall apply to scheduling of vacation.

**LETTER OF UNDERSTANDING #8  
RE: DETERMINATION OF APPROPRIATE RATE/RANGE  
OF PAY FOR CERTAIN CLASSIFICATIONS**

Whereas disputes presently exist between Extendicare and SEIU regarding the appropriate rate/range of pay for certain existing or contemplated classifications, including but not limited to:

- Ward Clerk, Secretary/Receptionist, Scheduler
- Activity Supervisor
- Certified and Uncertified Activity Worker, **and**

Whereas the parties have determined it expeditious that these disputes be dealt with outside and subsequent to the current round of collective bargaining,

It is therefore agreed that:

1. Notice to negotiate ratelrange of pay for disputed classifications will be deemed to be received by Extendicare upon exchange of confirmation of ratification of the January 1/98-March 31/2001 collective agreement by Extendicare and SEIU.
2. The parties will commence such negotiations not later than 90 days after Extendicare's receipt of notice.
3. No objection shall be made with regard to timeliness in the negotiation of these matters **and** *in* any arbitration process arising therefrom.
4. This letter will be deemed to have expired at the expiry of the collective agreement on March 31, 2001.

**LETTER OF UNDERSTANDING #9  
RE: INDEPENDENT ASSESSMENT COMMITTEES**

It is agreed and understood that decisions, resolutions and/or recommendations of Independent Assessment Committees shall not have any binding effect upon SEIU or any SEIU member within the scope of this collective agreement.

**LETTER OF UNDERSTANDING # 10  
RE: INCUMBENT HAIRDRESSERS**

Extendicare, while Willing to retain the present incumbents, does not wish to employ any additional or replacement Hairdressers within SEIU's scope.

All incumbent hairdressers employed by Extendicare will be retained with no reduction in their positions for at least 90 days after January 10, 2000 and thereafter only pursuant to the collective agreement then in force.

At such time as the incumbents cease to be employed as Hairdressers by Extendicare, that classification will be deleted from the collective agreement. Should Extendicare then wish to engage independent contractors to provide on-site hairdressing, SEIU will be provided with at least 30 days prior notice and meaningful consultation shall occur between the parties in that notice period.

The incumbent Hairdresser employed at Extendicare Sunset shall have her contract with Extendicare terminated, with appropriate notice pursuant to said contract, Within 7 days after January 19, 2000. A permanent part-time position of 60 hours bi-weekly will be created thereafter with no posting requirement and a revised letter of appointment will be issued to the incumbent.

**LETTER OF INTENT #1  
RE: EMPLOYMENT OF FULL-TIME OR PART-TIME EMPLOYEES**

It is the intent of the Employer, that insofar as the efficient operation of the facility is concerned, the Employer will employ as many full-time, then part-time employees as is reasonably possible. The use of casuals shall be kept to a minimum.

**LETTER OF INTENT #2  
RE: EMPLOYEE ASSISTANCE PROGRAM**

The Employer intends to pursue an Employee Assistance Program during the life of this Agreement and will consult with the Union in this pursuit.

**Schedule 'A'**

**January 1, 1998**

	<b>Start</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
<b>Housekeeping Aide</b>	10.97	11.26	<u>11.58</u> <b>BR</b>	
<b>Dietary Aide</b>				
<b>Laundry Aide</b>				
<b>Cook I</b>	11.26	11.58	11.86	
<b>Receptionist</b>				
<b>Caretaker</b>				
<b>Activity Worker</b>	11.86	12.25	12.57	
<b>Res. Attendant (RC)</b>				
<b>Hairdresser</b>				
<b>Cook II</b>				
<b>Housekeeper</b>				
<b>Laundress</b>				
<b>Special Care Aide</b>	12.25	12.57	12.86	13.32
<b>Certified Activity</b>	12.86	13.32	13.73	
<b>Worker</b>				
<b>Cook III</b>				
<b>Maintenance II</b>				
<b>Licenced Practical</b>	13.73	14.17	14.63	
<b>Nurse</b>				
<b>Maintenance III</b>				

	January 1, 1999			
	Start	1 Year	2 Year	3 Year
Housekeeping Aide	11.19	11.49	<u>11.81</u>	
Dietary Aide				
Laundry Aide				
Cook I	11.49	11.81	12.10	
Receptionist				
Caretaker				
Activity Worker	12.10	12.50	12.82	
Res. Attendant (RC)				
Hairdresser				
Cook II				
Housekeeper				
Laundress				
Ward Clerk**	12.55	12.87	13.22	
Special Care Aide	12.50	12.82	13.12	13.59
Certified Activity Worker	13.12	13.59	14.00	
Cook III				
Maintenance II				
Maintenance III	14.00	14.45	14.92	
Licensed Practical Nurse*	15.07	15.53	15.95	

\* LPN rate reflects 2% increase plus \$1.00 per hour and normalization to SEIU/SAHO.

\*\*Ward Clerk rates were normalized upon implementation of this classification.

	<b>January 1, 2000</b>			
	<b>Start</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
<b>Housekeeping Aide</b>	<b>11.41</b>	<b>11.72</b>	<b><u>12.05</u></b>	
<b>Dietary Aide</b>				
<b>Laundry Aide</b>				
<b>Cook I</b>	<b>11.72</b>	<b>12.05</b>	<b>12.34</b>	
<b>Receptionist</b>				
<b>Caretaker</b>				
<b>Activity Worker</b>	<b>12.34</b>	<b>12.75</b>	<b>13.08</b>	
<b>Res. Attendant (RC)</b>				
<b>Hairdresser</b>				
<b>Cook II</b>				
<b>Housekeeper</b>				
<b>Laundress</b>				
<b>Ward Clerk</b>	<b>12.80</b>	<b>13.13</b>	<b>13.49</b>	
<b>Special Care Aide</b>	<b>12.75</b>	<b>13.08</b>	<b>13.38</b>	<b>13.85</b>
<b>Certified Activity</b>	<b>13.38</b>	<b>13.86</b>	<b>14.28</b>	
<b>Worker</b>				
<b>Cook III</b>				
<b>Maintenance II</b>				
<b>Maintenance III</b>	<b>14.28</b>	<b>14.74</b>	<b>15.22</b>	
<b>Licenced Practical</b>	<b>15.37</b>	<b>15.84</b>	<b>16.27</b>	
<b>Nurse</b>				



	April 17, 2000*		
	Start	1 Year	2 Year
Housekeeping Aide	11.47	11.77	<u>12.11</u>
Dietary Aide			
Laundry Aide			
Cook I	11.77	12.11	12.43
Receptionist			
Caretaker			
Activity Worker	12.43	12.80	13.13
Res. Attendant (RC)			
Hairdresser			
Cook II			
Housekeeper			
Laundress			
Ward Clerk	12.80	13.13	13.49
Special Care Aide	13.13	13.49	13.91
Certified Activity Worker	13.49	13.91	14.35
Cook III			
Maintenance II			
Maintenance III	14.35	14.83	15.25
Licensed Practical Nurse	15.37	15.84	16.27

\*Normalized to SEIU/SAHO rates unless previously addressed.

Special Care Aides (SCA's) paid at Step One of the wage grid in effect on April 16, 2000 will be reclassified to Step One April 17, 2000 and their increment hours will be zeroed out.

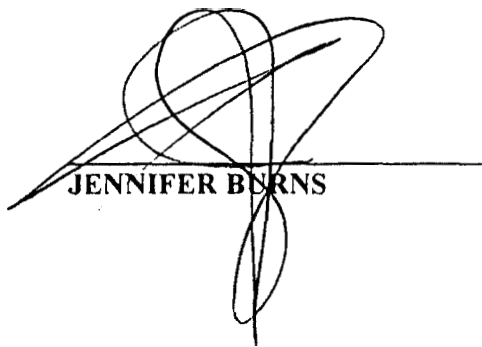
Those SCA's paid at Step Two of the wage grid in effect April 16, 2000 will be reclassified to Step One April 17, 2000 and their increment hours will be retained.

Those SCA's paid at Step Three of the wage grid in effect April 16, 2000 will be reclassified to Step Two April 17, 2000 and their increment hours will be retained.

Those SCA's paid at Step Four of the wage grid in effect April 16, 2000 will be reclassified to Step Three April 17, 2000.

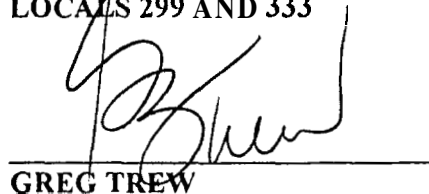
All of which is agreed this 10th day of January, 2000. The parties agree to forthwith recommend the ratification of this agreement to their respective principals. E&OE.

**FOR EXTENDICARE  
(CANADA) INC.**



JENNIFER BURNS

**FOR SERVICE EMPLOYEES'  
INTERNATIONAL UNION,  
LOCALS 299 AND 333**



GREG TREW

# COLLECTIVE AGREEMENT

BETWEEN  
EXTENDICARE (CANADA) INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCALS 299 AND 333



*From the Desk of*  
**GREG TREW**

FOR THE PERIOD  
JANUARY 1, 1995 TO DECEMBER 31, 1997

12388(00)

# **COLLECTIVE AGREEMENT**

**BETWEEN  
EXTENDICARE (CANADA) INC.**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCALS 299 AND 333**

31	Technological Change .....	56
32	General Conditions .....	57
33	Rates of Pay .....	60
34	Miscellaneous .....	61
35	Notice .....	61
Schedule "A" .....		64
Schedule "A" .....		65
Schedule "A" .....		66

### **Letters of Understanding**

RE: Contracting <b>Out</b> .....	67
RE: CO-Employment .....	68
RE: Portability of Seniority.....	70
RE: Special Care Aides/Resident Attendants.....	72
RE: Call-In System.....	74

## **ARTICLE 1 - PURPOSE**

1:01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2:01 The Union acknowledges that it is the right of the Employer to manage the Special Care Home and to direct the working force except as limited by the terms of this Agreement.

2:02 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms or intent of this Agreement or any relevant legislation or regulations; a claim that the Employer has so exercised these rights shall be the proper subject matter of a grievance.

## **ARTICLE 3 - TERM OF AGREEMENT**

3:01 This Agreement shall be in effect from January 1, 1995 and shall continue in effect until December 31, 1997 and shall continue automatically thereafter during annual periods of one year each, unless either party notifies the other in writing not less than thirty (30) days and not more than sixty (60) days prior to the expiration date that it desires to amend or terminate this Agreement.

Notwithstanding the above, this Agreement shall be deemed to remain in effect beyond the termination date during the period of negotiations as may be required to conclude a new Agreement.

3:02 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall remain in effect until consummation of a new Agreement or completion of the proceedings prescribed under The Trade Union Act, of the Province of Saskatchewan, as amended, whichever should first occur.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

4:01 It is agreed that there will be **no** strike or slowdown which will stop or interfere with work during the term of this Agreement, and if any such action should be taken, the Union shall instruct its members to carry out the provisions of this Agreement and to return to work and perform their **work** in the usual manner, and use the procedures provided to **settle** complaints through the grievance and/or negotiation procedures.

4:02 The Employer agrees that it will not threaten to, or lockout, any employees during the term of this Agreement.

#### **ARTICLE 5 - SCOPE AND RECOGNITION**

5:01 The Employer recognizes the Union as the sole collective bargaining agent and agrees to negotiate rates of pay, hours of work, and working conditions for **all** employees of the Employer in the Province of Saskatchewan, at the locations listed below, except the Administrator, Director of Care, Food Service Supervisor, Maintenance Supervisor, Senior Secretary to the Administrator, Senior Bookkeeper, and all Registered and Graduate Nurses and all Registered and Graduate Psychiatric Nurses who are employed and functioning as such and any other positions excluded according to the Saskatchewan Trade Union Act 1972 and as amended in 1976 and 1977, Chapter 89.

**Extendicare/Elmview**  
4125 Rae Street  
Regina, SK S4S 3A5

**Extendicare/Parkside**  
4540 Rae Street  
Regina, SK S4S 3B6

**Extendicare/Sunset**  
260 Sunset Drive  
Regina, SK S4S 2S3

**Extendicare/Moose Jaw**  
1151 Coteau Street West  
Moose Jaw, SK S6H 5G5

**Extendicare/Preston**  
2225 Preston Avenue  
Saskatoon, SK S7J 2E7

5:02 The Employer undertakes not to enter into any other Agreement or contract with those employees for whom the Union is certified as a bargaining agent either individually or collectively which is inconsistent with any of the provisions of this Agreement.

5:03 Any employee requested to meet formally with Employer at any level shall, at the commencement of such meeting, be informed of the nature of such discussion and if the employee so wishes, such employee shall have a Steward or Union Representative present at the meeting.

5:04 Discipline and Discharge

No employee shall be disciplined, demoted or dismissed without just cause, which is to be stated in writing when the employee is advised of the action.



- a) A copy of any document or other information placed on any employee's file which might at any time be the basis for disciplinary action shall be supplied concurrently to the employee and the Union.
- b) Personnel records of the employee shall be open to his scrutiny upon request to the Administrator except references from previous Employers. Any errors or inaccuracies on any employee's file shall be corrected.
- c) An employee's written reply to such document or information shall also become part of their record.

## **ARTICLE 6 - PERFORMANCE APPRAISALS**

6:01 When a review or appraisal of an employee's work performance is made, the employee concerned shall be given the opportunity to read and discuss such appraisal. The employee shall be required to sign an acknowledgment that he has been given an opportunity to read the review and he shall be provided a copy. Such signature shall not constitute an agreement with the contents or the review. The employee shall have the right to respond in writing to such review within fourteen (14) days and such response shall become part of the record.

An employee performance appraisal or review is not a disciplinary meeting.

## **ARTICLE 7 - UNION SECURITY**

7:01 Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a con-

dition of his employment and every new employee whose employment commences hereafter shall, within ten (10) days of commencement of employment apply for and maintain membership in the Union as a condition of his employment; provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union, shall, as condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union. The Employer shall also provide to the Union the address of new Union members on whose behalf deductions have been made and shall provide changes of name or address of the existing membership.

7:02 The Employer agrees during the lifetime of this Agreement to deduct whatever sum may be authorized from the first pay due each calendar month, and to remit same not later than the 15th day of the following month to the Secretary-Treasurer of the Local Union. These time limits will apply unless mutually arranged otherwise. Such authorization shall be on cards supplied by the Union and the Employer agrees to have all new employees sign such cards on commencement of employment. The Employer shall, when remitting such dues, name the employees from whose pay such deductions have been made and the amount deducted.

7:03 The Union will save the Employer harmless from any claims that may arise either from any deduction from wages in respect of check-off or monthly assessments or any action taken at the request of the Union.

#### 7:04 Organizational Charts

The Employer agrees to place on the bulletin board(s) a block organizational chart showing the administrative structure and the line of authority in the Special Care Home accompanied by an up-to-date list of persons in authority up to and including the Administrator. The Union in turn shall supply the Employer with an

up-to-date list of its Representatives, Officers, Stewards and members of the Grievance Committee.

**7:05 New Employees**

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in Articles dealing with the Union Security and Dues Check-Off.

7:06 The Employer agrees that a Steward or Union Representative shall be given the opportunity of interviewing each new employee prior to the completion of the probationary period for the purpose of advising such employees of their rights and obligations under the terms of this Agreement.

**ARTICLE 8 - NO DISCRIMINATION**

8:01 Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or non-membership in the Union, or because of race, religion, creed, colour, sex, sexual orientation, nationality, ancestry, place of origin, place of residence or age.

**ARTICLE 9 - INTERPRETATION**

9:01 a) The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in Article 5 of this Agreement which employees are with in the bargaining unit and for whom the Union is recognized as the bargaining agent. The provisions of this Agreement shall be read with all gendrical, grammatical, singular and plural changes as required by the circumstances.

- b) Prior to bringing any new employee into the Special Care Home, under Government or Employer sponsored programs for rehabilitation or retraining, the Employer agrees to consult with Representatives of the Union.
- 9:02 a) A full-time employee is an employee who is regularly scheduled to work the hours as outlined in Article 21:01 (a).
- b) A part-time employee is an employee who is regularly scheduled to work less than the hours as outlined in Article 21:01 (a).
- c) A casual employee shall mean an employee who works on a call-in basis and who does not appear on the schedule on a regular and continuing basis except, casual employees shall appear on the schedule on a regular and continuous basis for the purpose of replacement of part-time and full-time employees when it is known in advance that such replacement assignment is necessary.

9:03 One (1) day is defined as the twenty-four (24) hour period commencing with the time the employee is normally scheduled to start work.

9:04 A week shall mean that period between 2300 hours on Sunday and 2300 hours on the immediately following Sunday.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

### **10:01 Definition**

A grievance shall be defined as any difference or dispute between the Employer and any employee(s), or the Union pertaining to any

of the following:

- a) any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work or working conditions of any employee or employees;
- b) any matter involving the interpretation or alleged violation of any provisions of this Agreement;
- c) the appropriateness of a discharge, suspension, warning, demotion, or other form of discipline provided the employee, through the Union, files the grievance.

10:02 The Employer and the Union agree that all grievances shall be dealt with and disposed of according to the following procedures. Nothing in the stipulations of the grievance procedure shall prohibit an employee from discussing a complaint or problem with his immediate Supervisor prior to the submission of a written grievance.

10:03 Step No. 1

An employee having a grievance shall, with the employee's Steward, present it in writing to the employee's Department Head and/or the Administrator within twenty-one (21) calendar days after the circumstances giving rise to the grievance having originated or occurred. The Supervisor shall reply to the employee, giving the answer in writing to the grievance within seven (7) calendar days from the date of the written submission. Failing settlement at this step the grievance shall be dealt with in the following manner and sequence.

10:04 Step No. 2

The Union shall present the grievance in writing to the Administrator or the Administrator's designated Representative within seven (7) calendar days following receipt of the

Supervisor's answer at Step No. 1. A copy of the written grievance shall be sent to the Regional Director and Director of Human Resources. The Union and the Employer's Representative shall meet within fourteen (14) calendar days of receipt of the written grievance in order to discuss the matter and reach a settlement. The Administrator shall within seven (7) calendar days following this meeting give a decision, in writing, to the Union.

10:05 Step No. 3

Failing settlement at Step No. 2 the Union shall notify in writing, the Administrator, Director of Human Resources and Regional Director within fourteen (14) calendar days of receipt of the Administrator's answer at Step No. 2 that it intends to submit the grievance to arbitration. The arbitration procedure, as herein specified, shall apply and both parties shall be bound by the provisions of this Section. If no written request for arbitration is received within fourteen (14) calendar days following receipt of the Administrator's answer at Step No. 2 of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

10:06 Subject to Article 10:07; should the grievance not be submitted within the various time limits specified in this Article the grievance shall be deemed as having been settled.

10:07 It is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that 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 limits the onus is on that party to show a justifiable reason for its failure to adhere to such limits. Any of the specified time allowances may be extended by mutual agreement between the Employer and the Union.

10:08 In order to effect a settlement at any stage of the grievance procedure the grievor may have the assistance of the Union Steward or Business Agent at meetings with the Employer. It is further agreed that either party has the right to investigate matters pertaining to the grievance provided that, where such investigations involve an employee during working hours, permission will first be obtained from the Administrator before proceeding with the investigation.

10:09 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator or the Board of Arbitration to have access to any part of the Special Care Home to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Special Care Home.

10:10 Payroll Information Provision

The Employer agrees to provide all relevant individual payroll information concerning any grievance to the Officer of the Union upon request and with the permission of the employee(s) so affected.

10:11 Initiations of Special Meetings

Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the arbitration proceedings.

10:12 If there should be an accumulation of grievances to be referred to arbitration, one Arbitrator or one Board of Arbitration may be constituted to deal with all such grievances.

## **ARTICLE 11 - SUSPENSION OR DISCHARGE GRIEVANCE**

11:01 A claim by an employee who has completed his trial period, that he has been suspended or discharged for other than good and proper cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Administrator of the Special Care Home. The grievance shall be processed commencing at Step 2 of the grievance procedure and continuing if required. If a Board of Arbitration finds that an employee has been suspended or discharged for other than good and proper cause the employee will be dealt with in the manner, and to the extent, indicated by the Board.

## **ARTICLE 12 - UNION GRIEVANCE**

12:01 The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step 2 of the grievance procedure, providing that it is presented within twenty-one (21) calendar days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this Clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate and the regular grievance procedure shall not be thereby bypassed.

## **ARTICLE 13 - EMPLOYER'S GRIEVANCE**

13:01 The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation by the Union or any employee of this Agreement, in writing at Step 2 of the grievance procedure, by forwarding a written statement of said grievance to the Local Union, providing it is presented within twen-



ty-one (21) calendar days after the circumstances giving rise to the grievance have originated or occurred, and failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Step 3 of the grievance procedure.

## **ARTICLE 14 - ARBITRATION PROCEDURE**

**14:01** Where either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this Agreement.

The parties shall first attempt to agree to a single Arbitrator. If the parties are unable to agree within ten (10) days of receipt of the request then the following procedure shall apply.

**14:02** In the event of failure to agree upon a single Arbitrator, the party initiating the arbitration procedure shall notify the other party, within ten (10) days of such failure, of the name of its nominee to a Board of Arbitration. The recipient of the notice shall within ten (10) days of receiving the name of the first party's nominee designate its nominee to the Board of Arbitration.

Where the party receiving the notice fails to appoint its nominee to the Arbitration board the other party may request that the Chairperson, Labour Relations Board, make the appointment. The two (2) so nominated shall endeavour within ten (10) days after the appointment of the second of them to agree upon a third person to act as Chairperson of the Board of Arbitration. If the nominees are unable to agree upon the third person Chairperson within ten (10) days after the appointment of the second one of them either party may request the Chairperson, Labour Relations Board, to appoint the third member as Chairperson of the Board of Arbitration. The said two (2) nominees first appointed shall be at liberty, prior to the expiration of ten (10) days from the date of

the appointment of the second of them, or prior to the appointment of the Chairperson within the said period of ten (10) days to discuss the grievance submitted to them with a view to mutual settlement.

**14:03** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance.

**14:04** Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half of the expenses and fees of the Chairperson or the single Arbitrator as the case may be.

**14:05** The Arbitrator or the Board of Arbitration shall have no power to alter, add to, subtract from, or amend this Agreement in order to give any decision inconsistent with it, nor shall any practices or customs become binding unless reduced to writing by the Union and the Employer. The decision of the Arbitrator or the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority, the decision of the Chairperson shall govern. The decision of the Arbitrator or the Arbitration Board shall be final and binding upon the parties and any employee affected by it.

**14:06** Where an Arbitrator or Arbitration Board determines that an employee has been discharged or otherwise disciplined by the Employer and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator or Arbitration Board may substitute such other penalty for the discharge or discipline as seems just and reasonable in the circumstances to the Arbitrator or Arbitration Board.

## **ARTICLE 15 - SENIORITY**

15:01 Seniority shall date from the time the employee last entered the service of the Employer, unless indicated otherwise in this Agreement. Seniority shall accumulate, in hours, based on paid hours by the Employer exclusive of overtime and shall also include:

- Union leave;
- leave of absence up to one (1) month at one time;
- leave for elected public office;
- maternity/paternity/adoption leave;
- D.I.P. up to **two (2) years and one hundred and nineteen (119) calendar days;**
- time off while receiving W.C.B. benefits.

An employee's seniority shall accumulate as set out above to a maximum of 1950 seniority hours in a payroll year.

15:02 Newly hired employees shall be on probation for a period of three hundred (300) hours worked from date of hiring. After completion of the probationary period, seniority shall be effective from the last date of employment. It is expressly agreed that an employee shall serve only one (1) probation period from the last date of hire and that such probation period shall be served in one (1) Extendicare Special Care Home.

The provisions of this Agreement shall not apply in the case of discharge of a probationary employee. The Union shall be notified in writing of such dismissal within a reasonable time period.

The Union may request a hearing into such discharge and such hearing shall examine the reasons for the discharge.

15:03 The Employer agrees to post an up-to-date seniority list in

each bargaining unit in the months of March and October of each year. The posted seniority list shall be open for correction for a period of **thirty** (30) days. Upon **proof** of error the Employer will immediately revise the seniority list. Copies of the seniority list and revisions thereof shall be forwarded to the appropriate Union office.

Within ninety (90) days of signing this agreement the Employer will post a bargaining unit seniority list in the Regina Special Care Homes. This list shall also be open for revision for a thirty (30) day period and the Employer agrees, upon proof of error, to make necessary revision thereto. Henceforth, such list shall be posted each March and October.

15:04 An employee shall lose all seniority and shall be deemed to have terminated employment with **Extendicare** if in fact the employee:

- a) is discharged for just cause from any **Extendicare** Special Care Home and not reinstated;
- b) resigns in writing. Notwithstanding this, a co-employed person may relinquish employment in one Special Care Home while retaining all earned seniority and employment in another Special Care Home;
- c) is absent on scheduled working days without notifying the Employer (except in extenuating circumstances) unless a satisfactory reason is given to the Employer; such an employee shall be deemed to have quit the employ of the Employer without notice;
- d) is continuously laid off in excess of twenty-four (24) months;

- e) retires from the employ of the Employer;
- f) fails to notify the Employer of intention to return to work pursuant to Article 19.14. Proper notice shall be interpreted as registered mail sent to the employee's most recent address on file. It shall be the responsibility of the employee to keep the Employer informed of his address;
- g) is a casual employee and does not work for a period of more than one hundred and twenty (120) consecutive calendar days exclusive of an approved leave of absence.

## **ARTICLE 16 - GUIDELINES FOR FILLING VACANCIES**

16:01 A position vacancy is created only when there is an employee resignation, termination or in the case of the creation of a new position.

- a) Applications shall first be considered from employees (including casual employees) working in the bargaining unit where the vacancy has occurred;
- b) Applications shall next be considered from employees (including casual employees) employed in other Extencicare bargaining units in the Province of Saskatchewan;
- c) Applications shall next be considered from any other source.

16:02 A successful applicant under Article 16.01 (b) transferring from one Special Care Home to another as a result of this posting

procedure will maintain his seniority and corresponding entitlement to benefits (i.e. vacation, sick pay, incremental increases).

## **ARTICLE 17 - VACANCIES AND NEW POSITIONS**

**17:01** In the event a new position is created or a vacancy occurs in an existing position, the Employer will post the new job or vacancy for a period of seven (7) calendar days unless the Employer notifies the Union in writing that it intends to postpone or not fill the vacancy. A copy of all postings will be sent to the appropriate Union office.

**17:02** Postings shall contain the following information: Special Care **Home**, nature of position, required qualifications, shift, wage or salary rate or the range. All job postings shall state "this position is open to male and female applicants".

The Employer will be bound by the terms of the posting in filling the position so posted.

**17:03** Until the vacancy is filled as a result of the position posting provisions the Employer is free to fill the vacancy on a temporary basis. Experience gained by an employee while temporarily filling the vacancy will not be considered when filling the vacancy on a permanent basis.

**17:04** As of the closing date of the posting, the Employer shall fill the vacancy in accordance with Article 16 or Article 17.08 as the case may be.

**17:05** Bargaining unit seniority shall be the determining factor in filling vacancies provided the employee has the necessary qualifications and ability to satisfactorily perform the required work.

17:06 All applications received will be considered within seven (7) days of the end of the posting procedure. The Employer shall post the name of the successful applicant on the bulletin board(s) and send a copy to the appropriate Union office. Appointments from within the bargaining unit shall be made within three (3) weeks of the closing date of the posting.

17:07 Trial Period on Change of Classification

Calculated from the date of appointment, an employee changing their classification shall be allowed a trial period of three hundred (300) hours worked. The employee shall be confirmed in the new position after the trial period. In the event the successful applicant is unsatisfactory in the position during the trial period, or if the employee so wishes, the employee shall be returned to his former position, wage or salary rate and without **loss** of seniority. Any other employee affected because of the rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority and Article 21.02 shall not apply.

If an employee returns to his former position within thirty (30) calendar days of the commencement date, the vacated position shall be offered to other qualified applicants from the original posting in accordance with Article 17.05.

17:08 Temporary vacancies of two (2) months or longer will be posted in the Special Care Home where such vacancy exists. Applicants shall first be considered from all employees working in the Special Care Home where the vacancy exists and then from all employees in the bargaining unit. Such temporary vacancy will be filled in accordance with Article 17 subject to the following:

- a) Additional postings shall not be required for the position of the employee transferred as a result of the original posting.

- b) When the temporary work becomes redundant the employee shall be returned to his former position.
- c) If, as a result of the posted vacancy, an individual is hired from outside the existing work force, they shall be considered on layoff upon completion of the temporary work and shall not have access to Article 19.
- d) The Employer may layoff the employee in (c) above, subject to Labour Standards, if the employee who created the original vacancy returns unexpectedly.
- e) Article 21:02 shall not apply in those circumstances described in (d) above.
- f) Should the temporary position subsequently become a permanent position it shall be posted and filled in accordance with Article 16 and 17.
- g) The Employer agrees to review with the Union all temporary jobs which exceed one (1) year in duration on a semi-annual basis to determine if the position should be reclassified to a permanent position.
- h) The employee referred to in (c) above shall be on lay-off for a period not to exceed their employment period or one (1) year, whichever is lesser.

#### 17:09 Creation of New Positions and Classifications

- a) It is agreed between the parties that wherever job descriptions now exist the Employer shall publish and provide copies of same to employees and the Union within sixty (60) days of the date of ratification of this Agreement.



- b) The creation of new classifications, reclassifications of any existing positions or any significant changes to the content or qualifications of any existing classification shall be subject to negotiation for an appropriate rate of **pay**.
- c) The Union shall be notified in writing at least thirty (30) days prior to the implementation of any proposed change.
- d) Should agreement not be reached by the parties in such negotiations, the matter may be referred to arbitration in accordance with Article 14 of this Agreement.

## **ARTICLE 18 - WAGES AND TRANSFERS**

### 18:01 Working at Higher Paid Classifications

An employee temporarily assigned to perform the duties of a higher paid classification shall receive the following rate adjustment for all hours so worked:

- i) when an employee is assigned a higher in-scope classification, the employee shall be paid at a minimum of the first step in the higher pay range, or a step in the range which yields a minimum of thirty-five (35) cents per hour, whichever is greater, for the entire period so worked.
- ii) in no case will the employee be paid at a rate higher than the maximum step of the range for the higher classification.

### 18:02 Permanent Job Transfers

- a) If an employee is transferred to a lower rated classifica-

tion the employee shall receive, in the new classification, the next rate below the employee's present wage rate and shall progress within the scale for such lower rated classification according to the hours worked within such lower rated classification subsequent to the date of the transfer; provided, that if the employee is at the maximum level in the present classification the employee shall receive not less than the maximum level of the lower rated classification.

b) Pay Upon Promotion

The hourly rate of an employee promoted to a higher classification shall be advanced to that step in the schedule which is next higher than the current hourly rate or a step which provides a minimum increase of thirty-five (35) cents per hour, whichever is greater, and shall progress within the schedule for such higher rate classification according to the hours worked within such higher rated classification subsequent to the date of the transfer.

## **ARTICLE 19 - LAYOFFS AND RE-EMPLOYMENT**

### 19:01 Layoffs

A layoff shall be defined as a reduction in staff or a reduction in the hours of work per rotation of any full-time or part-time employee.

### 19:02 Senior Employees Retained

When the Employer considers it necessary to initiate a layoff the Employer shall serve notice of layoff to the most junior employee@) in the classification and Special Care Home where the reduction is required.

### 19:03 Displacement of Junior Employees

- a) A laid off or displaced employee shall first exercise seniority in the Special Care Home where he is laid off subject to the following:
1. An employee may choose to bump into a higher paid classification, lower paid classification or into a classification within the same pay range.
  2. Employees shall choose a classification in a department of their choice in which they wish to exercise their seniority.
  3. Employees shall choose to exercise their seniority into either a full-time or part-time position within the classifications specified in 2. above provided they have the necessary qualifications and ability to perform the work.
  4. Employees shall displace the least senior full-time employee, in that classification, or a part-time employee with less seniority in that classification.
- b) Exercise seniority in other Special Care Homes within the bargaining unit provided none of the options in **19.03** (a) were available.
- c) Accepts lay-off.
- d) Retire or resign.

**19:04 Notification of Layoff**

When layoffs are contemplated the Employer shall notify the Union and affected employees simultaneously. All employees affected by layoff shall receive written notice of layoff as set out below:

- a) Employees whose period of employment is less than five (5) years shall receive a minimum of four (4)

weeks notice;

- b) Employees whose period of employment is five (5) years or more but less than ten (10) years shall receive a minimum of six (6) weeks notice;
- c) Employees whose period of employment is ten (10) years or more shall receive a minimum of eight (8) weeks notice.

By mutual agreement between Employer and employee, an employee who wishes to resign in advance of the end date of their notice shall receive the difference as paid notice of layoff.

#### 19:05 Time to Elect

- a) Employees who receive layoff notice shall, within forty-eight (48) hours from the end of the shift on the day upon which they were served with such notice, meet with the Employer to review the layoff and available employment options.
- b) The Employer and the Union shall, in order of seniority, in a private interview, meet with each employee to explain their alternatives. The employee shall be provided with sufficient information regarding each alternative. The employee will have seventy-two (72) hours from the conclusion of the meeting to make an election. This period may be extended by mutual agreement. The Employer shall advise an employee of their right to Union representation, if the employee so desires, during discussions concerning layoff.
- c) An employee who wishes to displace another employee shall be provided with an opportunity to visit the

work site and meet with the Department Head or designate to obtain information regarding the position.

- d) The familiarization tour will take place on work time at a time convenient to the employee and the Department Head or designate.
  
- e) Work schedules in effect at that time and applicable to the employees will be made available to employees before they make the decision to bump.

#### 19:06 Notice of Layoff Cancelled

An employee who has made an election in accordance with 19:05 shall have the election confirmed in writing by the Employer with a copy to the Union. Employees with a confirmed election shall be deemed to be relieved of notice of layoff and will move to their new position as soon as possible as determined by the Employer.

#### 19:07 Time Limits

Where the time limits set out in Article 19:05 expire on a Saturday, Sunday or Statutory Holiday the expiry of the time limits shall be deemed to be 12 noon on the following day.

#### 19:08 Seniority List

Employees' seniority for the purpose of layoff or displacement shall be the seniority effective the date that notices were issued.

An up-to-date seniority list shall be available to the Union and shall be accessible to the employees.

Employees initially laid off shall form a pool and be ranked in order of seniority. At all times, the most senior employee in the pool is the first to identify their preference for displacement, layoff or placement; as more junior employees are displaced, they are added to the pool and ranked in order of seniority to identify the order for indicating their preference.

### **19:09 Orientation Period**

Employees who bump to new positions will be given normal orientation. The extent of the orientation will be explained to the employee and Union in advance of the decision to bump.

### **19:10 Employer to Provide Counselling**

The Employer shall make every reasonable effort to provide counselling and support mechanisms to employees who are directly affected by a layoff.

### **19:11 Trial Period**

Employees who exercise their bumping rights to displace another employee in the same classification shall not be required to serve a trial period as set out in Article 17:07. Employees who bump into a different job classification shall be required to serve the trial period as set out in Article 17:07. However, before the employee is declared unsuccessful in the trial period, and before the employee is allowed to exercise bumping rights again, there shall be a discussion amongst the employee, Employer and Union to accommodate the employee, in their original bump. Failure to reach a mutually agreeable solution will enable an employee to exercise their bumping rights again. If unsuccessful in the second trial period the employee shall be served with layoff notice without the opportunity to exercise further bumping rights.

### **19:12 Retention of Seniority**

Employees shall retain seniority rights for a period of twenty-four (24) calendar months following the date of notice of layoff.

### **19:13 Competition for Vacant Positions**

Employees who receive layoff notice and who have not elected to resign or retire shall have their names placed on the re-employment list in order of seniority. The Union shall be provided with a copy of the re-employment list and periodic updates. Employees whose names are on the re-employment list shall be entitled to re-

employment as follows:

- a) employees whose names are on the re-employment list shall indicate in writing the bargaining unit positions they wish to compete for. Should any of these positions become vacant the employees' name will automatically be entered into the competition along with any other applicants. During the re-employment period the employee may amend in writing the list of positions for which they wish to compete.
- b) the employee may elect to work in casual or temporary positions, if available, without prejudicing their right to re-employment.

**19:14 Notice of Re-Employment**

An employee who is laid off must communicate with the Employer within ten (10) calendar days of notice of re-employment being mailed by registered mail to the person's recorded address and must be prepared to begin work at a time designated by the Employer unless the employee can show a justifiable reason for their failure to return to work at that time. The employee will be given ten (10) calendar days notice of re-employment.

**19:15 Status of Employee on Re-Employment**

When an employee is re-employed after layoff, in a position with the same salary range as the classification held prior to layoff, the employee shall be paid at the step which was being paid at the time of layoff, and the increment date will be continuous with the time worked from the original date of employment. Employees who are re-employed after layoff in a higher or lower rated classification shall be placed in the new salary range in accordance with Article 18:02 (a) and 18:02 (b). The employees will retain their accumulated sick leave credits, if any, and service toward calculation of vacation credits existing at such time of layoff, if re-

employed within a two (2) year period.

**19:16 Orientation and Trial Period Upon Re-Employment**

- a) Employees re-employed to their former job classification will not have to serve a trial period but will be given a reasonable period of familiarization along with a normal orientation.
  
- b) Employees who are re-employed to a new classification pursuant to Article 19:13 shall be entitled to a trial period in accordance with Article 17:07. The employees shall be given a reasonable period of familiarization along with a normal orientation. Employees who fail the trial period in the new classification shall be returned to layoff status and have their names placed **on** the re-employment list.

This period of time will not cause the extension of the twenty-four (24) month recall.

**19:17 No New Employees Hired**

No new employees shall be hired until those laid off have been given an opportunity for re-employment to positions for which they possess the qualifications and abilities sufficient to perform the required duties.

**19:18 Continuation of Benefits**

During a layoff, employee(s) shall maintain, but not accrue, all previously earned benefits, subject to the terms of such plans, and shall also maintain, but not accrue, all service credits.



## ARTICLE 20 - NOTICE OF TERMINATION

20:01 Every employee shall give at least two (2) weeks notice of termination.

20:02 The Employer shall give a minimum of two (2) weeks notice of termination of employment or shall pay a minimum of two (2) weeks wages in lieu of notice except in cases of dismissal for just cause or termination during the trial period. Notwithstanding the foregoing, in the event that the Employer must by law provide a longer notice of termination or pay a greater sum in lieu of notice the Employer must provide such longer notice or pay such greater sum.

## ARTICLE 21 - HOURS OF WORK AND OVERTIME

21:01 a) Hours of Work

The normal hours of work shall be seven and one-half (7-1/2) hours per day (exclusive of a meal period) and thirty-seven and one-half (37-1/2) hours per week, except that by mutual agreement between the parties seventy-five (75) hours average over a two (2) week period may be worked, such two (2) week period to be coincident with the two (2) week pay period.

b) Personal Day Off

The normal hours of work will remain at seven and one-half (7-1/2) hours per day, however, employees who work the full seven and one-half (7-1/2) hour shift per day shall be scheduled to work an additional ten (10) minutes without pay. Employees who work this unpaid period shall accumulate and utilize such time for personal days as follows:

i) for each full seven and one-half (7-1/2) hours

accumulated the employee shall be entitled to a personal day off with pay at the employee's current rate of pay.

- ii) personal days may accumulate during the year but shall not be carried over from one year to the next. Personal days accumulated prior to November 15th shall be requested for and taken prior to December 15th.
- iii) personal days must be taken in full seven and one-half (7-1/2) hour days.
- iv) personal days off shall be granted upon request provided the employee gives sufficient notice to arrange for replacement staff.
- v) personal days off shall not be granted during the period December 15th and January 15th.
- vi) no employee shall receive payment in lieu of personal days while continuing active employment. However, an employee who terminates shall receive pay based on all accumulated time not yet taken.
- vii) a personal day off or related credits accumulated between November 15th and December 31st may be carried over into the following year.
- viii) employees absent from work by reason of leave of absence, D.I.P. or Workers' Compensation benefits during the period November 15th to December 31st in any year will have accumulated day(s) carried over until they return to work or ter-

minate employment.

- 21:02 a) Whenever possible, provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to the employees. Work schedules shall be confirmed and posted no less than fourteen (14) calendar days in advance.
- b) Deviation from the posted schedule which result from employees exchanging shifts between themselves subject to the approval of the Employer shall not be subject to the overtime provisions unless overtime would have been paid irrespective of the change.
- c) When an employee is required to change their shift from the posted schedule, as a result of an Employer directive, the employees shall be paid overtime at the rate of double (2X) the regular rate of pay for the entire shift(s) so changed or subject to Article 21:08. It is agreed, however, that in emergency circumstances, which could not have been foreseen by the Employer, overtime shall only be paid for the first three (3) shifts so changed.
- d) The employee shall receive two (2) consecutive days off except if otherwise requested by the employee and agreed to by the Employer.
- e) When an employee returns unexpectedly from any leave, any employee(s) affected by such employee's return may have their shifts cancelled without notice and without cost to the Employer.

21:03 There will be no split shifts unless agreed to by the Employer and the Union.

#### **21:04 Rest Period Between Change of Shifts**

Failure to provide at least sixteen (16) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such rest period. It is agreed that this provision shall not apply when failure to comply results by the Employer allowing employees to exchange shifts among themselves.

#### **21:05 Rest Periods and Meal Periods**

Rest periods and meal periods will be assigned as follows:

- a) Employees who work at least three (3) hours but less than five and one-half (5-1/2) hours per day ... one (1) fifteen (15) minute rest period:
- b) Employees who work at least five and one-half (5-1/2) hours but less than seven (7) hours per day ... one (1) fifteen (15) minute rest period and one-half (1/2) hour unpaid meal period;
- c) Employees who work seven (7) hours or more per day two (2) fifteen (15) minute rest periods and one-half (1/2) hour unpaid meal period.

#### **21:06 Overtime Rates**

All authorized hours worked in excess of the normal hours of work, according to Articles 21:01 and 21:02, shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay for the first four (4) hours and double (2X) time thereafter, such time to have been authorized in such manner and by such persons as may be directed by the Employer.

#### **21:07 Overtime on Days Off**

Employees required to work their scheduled day or days off shall receive double (2X) their regular rate of pay for hours worked on such day or days off.

**21:08** a) Employees called back to work after completing their regular work schedule shall be paid at the rate of time and one-half **(1-1/2)** the regular rate for a minimum of three (3) hours. It is agreed that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

b) Employees called back between the hours of **12:00** midnight and 7:00 A.M. or on a Statutory Holiday, or other scheduled days off, shall be paid at the rate of double **(2X)** the regular rate for all hours so worked.

**21:09** Employees shall not be required to work more than seven (7) consecutive days without receiving days off unless work schedules, which are acceptable to the majority of employees affected by the schedule or the Union, have been agreed upon.

**21:10** Reporting Pay Guarantee

An employee reporting to work on a scheduled shift shall be paid a minimum of three (3) hours at the employee's regular rate of earnings.

**21:11** Call Back Transportation Allowance

Employees who are called back to work outside their normal work will use the taxi company designated by the Employer and will charge the return fare to the Employer. Where employees use their own mode of transportation they shall be paid on the basis of twenty **(20)** cents per kilometre with a minimum guarantee of \$2.50 per round trip.

**21:12** Mileage Allowance

Mileage rates paid to an employee consenting to use his own automobile for the Employer's business shall be paid on the basis of twenty **(20)** cents per kilometre with a minimum guarantee of

\$2.50 per round trip.

**21:13 Assignment of Overtime**

Employees will not be required to work overtime against their wishes except in emergency situations, which shall include any sudden or unusual occurrence or condition that could not by the exercise of reasonable judgement, have been foreseen by the Employer.

**21:14 Weekends Off and Weekend Premium**

- a) Insofar as the regular staffing patterns of the Special Care Home will permit, employees will be scheduled for weekends off on an equitable basis with a minimum of one (1) weekend off in four (4).
- b) Effective 1 October 1993 a weekend premium of thirty (30) cents per hour shall be paid for each hour worked by an employee on each shift where the majority of hours of the shift fall between 0001 Saturday and 2400 Sunday. Where an employee is receiving overtime pay, weekend premium will not apply.

21:15 Employees who agree and who are scheduled to work less than seventy-five (75) hours or ten (10) shifts in a bi-weekly period will not qualify for overtime on their days off (except their scheduled days of rest), as stipulated in Article 21:07, until they have completed seventy-five (75) hours or ten (10) shifts of work in the scheduled work period.

21:16 In the event appropriately qualified employees, of their own accord, exchange shifts with one another the Employer agrees not to interfere, provided such change would not result in additional pay due to legislation or regulation, but reserves the right to request signed statements from such employees and shall

not be responsible or liable for overtime rate claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts.

**21:17** Overtime shall be based on the employee's applicable rate of pay and there shall not be any pyramiding of overtime under any of the provisions of this Agreement.

**21:18** Standby Premium

- a) Standby assignment shall mean any period during which the employee is not on regular duty, the duration of which is not less than eight (8) hours and not more than twenty-four (24) hours, during which the employee is on standby and must respond without delay to any request to return to duty.
- b) A standby payment for standby assignment shall be paid to each employee so assigned on the following basis:
  - i) **\$5.45** for each eight (8) hour period on a regular working day;
  - ii) **\$7.65** for each eight (8)hour period on a Statutory Holiday. This premium shall be paid in addition to any call back transportation.

**21:19** Shift Premium

Employees who work a shift where a major portion of hours fall between **4:00 P.M.** and **8:00 A.M.** shall be paid a shift premium of seventy (70) cents per hour. Shift premium shall not apply to overtime hours worked.

**21:20** The scheduling provisions in Article 21 shall not be applicable between Extencicare Special Care Homes in Regina until

one (1) year from the date this Collective Agreement is signed or any may otherwise be agreed by the parties.

## **ARTICLE 22 - MEALS**

22:01 Cafeteria style meals will be available at a reasonable cost to employees working the day and evening shifts.

22:02 Arrangements for meals at a reasonable cost to employees working the night shift will be established on an individual Special Care Home basis.

## **ARTICLE 23 - PAID HOLIDAYS**

23:01 The Employer recognizes eleven (11) public holidays and any other day proclaimed as a public holiday by the Federal, Provincial or Municipal Governments.

- |                          |                     |
|--------------------------|---------------------|
| 1) New Year's Day        | 7) Labour Day       |
| 2) Good Friday           | 8) Thanksgiving Day |
| 3) Victoria Day          | 9) Remembrance Day  |
| 4) Second Monday in June | 10) Christmas Day   |
| 5) Canada Day            | 11) Boxing Day      |
| 6) Saskatchewan Day      |                     |

23:02 If one of the above-named public holidays occur during a permanent employee's vacation period the employee will receive one (1) day's pay computed at the prevailing hourly rates for the job classification applicable or a mutually agreed day off in lieu thereof with pay.

23:03 When a public holiday falls on a permanent employee's day off the employee shall receive an additional day's pay or a



mutually agreed day off with pay in lieu of the holiday within a four (4) week period of the holiday.

23:04 a) Statutory Holiday Pay: Part-Time Employees Required to Work

Part-time employees who are required to work on a Statutory Holiday, as set out in Article 23:01, shall receive:

- i) One and one-half (1-1/2) times their regular rate of pay for all the normal hours so worked, as defined in Article 21:01;
- ii) Holiday pay calculated on the following basis, whichever is the greater:
  - 1. If the employee has worked at least two (2) of the four (4) previous days of the same name as the day that the holiday falls on he is eligible for holiday pay for the average number of hours worked on those days:

OR

$$2. \text{ Number of paid hours in the immediately preceding four weeks} \times \text{Normal full-time hours per day} = 150$$

$$X \text{ Employee's Hourly Rate of Pay} = \text{Statutory Holiday Pay Entitlement}$$

23:05 Part-Time Employees Not Required to Work

Part-time employees who do not work on a Statutory Holiday **shall** receive holiday pay in accordance with (ii) above.

23:06 Working a Statutory Holiday

Employees required to be on duty on any of the holidays mentioned in Clause 23:02 shall be paid at the rate of one and one-half (1-1/2) their regular rate of pay, plus time off with pay equal to the regular hours worked, such time off to be granted within four (4) weeks before or after the week in which the holiday occurs. Insofar as the operation of the Special Care Home permits the employee shall have the Statutory Holiday off in conjunction with the regular days off, or on a day mutually agreeable between the employee and the Employer and subject to Clause 21:02, or if this is not possible, payment in lieu at their regular rate. If an employee is required to work in excess of the regular hours of work on the day of a Statutory Holiday such overtime shall be paid at double (2X) the regular rate of pay.

23:07 Employees are not entitled to other benefit payments when they are receiving holiday pay.

## **ARTICLE 24 - VACATIONS**

- 24:01 a) For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.
- b) Vacation entitlement lists shall be posted by March 15th of each year.
- c) Employee vacation requests shall be submitted in writing by April 15th of each year.

- d) Vacation schedules for each department will be posted by May 15th of each year.

24:02 The periods at which employees shall take vacation shall be based on the selection by, and seniority of the employee, but shall be finally determined by the Administrator having due concern for the proper operation of the Special Care Home.

24:03 Vacation time will be allotted between the months of May and September inclusive, if possible, unless some other time is mutually arranged between the individual employee and the Employer.

24:04 The vacation entitlement contained herein, will be taken by all employees annually, subject, however, to the provision that employees may make application to the Employer, in writing, at least five (5) weeks prior to the end of the vacation year, except in extenuating circumstances, for carry over of the entitlement. The employee will receive a response in writing within ten (10) days of the date of receipt of the employee's request.

24:05 Vacations are not cumulative from year to year and all vacations must be taken by June 30th following the preceding June 30th cut-off date. Vacations may be taken outside this period if mutually agreed to between the employee and the Employer, subject to Article 24:04.

24:06 If a paid holiday falls during the vacation period the eligible employee shall be entitled to receive pay therefore computed at the prevailing hourly rate for the job classification applicable or a compensating day off in lieu thereof with pay.

24:07 Approved Absence During Vacation

Where, in respect of any period of vacation leave, an employee:

- a) is granted bereavement leave, or;
- b) is granted sick leave as a result of hospitalization, or;
- c) is granted other approved leave of absence.

The period of vacation so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

#### 24:08 Work Requirement During Vacation

No employee shall be required to work during the employee's scheduled vacation period.

24:09 Employees who have not completed their probationary period as of the June 30th cut-off date will receive six (6%) percent of their gross earnings during the vacation year.

24:10 Employees who have completed their probationary period as of the June 30th cut-off date will be granted one and one-quarter (1-1/4) days vacation for each month of service to a maximum of fifteen (15) days. Vacation pay for such employees will be six (6%) percent of gross earnings during the vacation year.

24:11 Employees with one (1) to five (5) years of continuous service on or before June 30th of the current year shall receive three (3) weeks (fifteen (15) working days) vacation.

24:12 Employees with six (6) years of continuous service on or before June 30th of the current year shall receive four (4) weeks (twenty (20) working days) vacation.

24:13 Employees with seventeen (17) years of continuous service on or before June 30th of the current year shall receive five (5) weeks (twenty-five (25) working days) vacation.

24:14 Employees with twenty-nine (29) years of continuous service on or before June 30th of the current year shall receive six (6)

weeks (thirty (30) working days) vacation

**24:15** Employees will receive vacation pay at their prevailing rate of pay at the time of vacation.

**24:16** Vacation entitlement shall be calculated on the following basis for part-time employees:

Number of Employer Regular Paid Hours <u>In a Month</u>	X	Maximum Entitlement (eg. 1-1/4, 1-2/3, or 2-1/12days per month)
Number of Full-Time Hours Available In a Month		
	-	Vacation Entitlement

**24:17** Part-time employees earned vacation is to be taken over the same calendar period as full-time employees (i.e. three weeks, four weeks, five weeks or six weeks).

**24:18** Vacation Requests

A maximum of one (1) week vacation entitlement may be used on a discretionary basis. The remaining entitlement is to be taken in blocks of no less than one (1) week.

## **ARTICLE 25 - LEAVE OF ABSENCE**

**25:01** General Leave of Absence

Insofar as the regular operation of the Special Care Home will permit, a leave of absence without pay shall be granted to the employee provided the employee furnishes reasons for requiring such leave. The Employer shall respond to all requests for leave of absence within seven (7) days of receipt of the request. All

requests for leave of absence shall be submitted in writing with a copy to the employee's supervisor or designate and a copy to the local Union office.

An employee granted leave under Article 25.01 shall not earn sick leave credits, vacation credits, Statutory Holiday pay or increments for the entire period granted but shall earn seniority for leaves of less than thirty (30) calendar days at one time.

- 25:02 a) The purpose of bereavement leave is to provide a period of absence from the workplace coincident with either the death or funeral of a member of the immediate family as set out below:
- i) an employee scheduled to work who requests bereavement leave shall be granted four **(4)** consecutive days without loss of pay or benefits in the event of the death of a parent, spouse, brother, sister, child, common law spouse, former guardian, or fiancé (or someone with whom the employee has had a similar relationship).
  - ii) an employee scheduled to work who requests bereavement leave shall be granted two **(2)** consecutive days without loss of pay or benefits in the event of the death of a mother-in-law or father-in-law, brother-in-law or sister-in-law, son-in-law or daughter-in-law, grandparent or grandchild, or some other person for whom the employee is required to administer bereavement responsibilities.
  - iii) an employee granted bereavement leave in (i) or (ii) above shall be granted an additional two **(2)** days leave without loss of pay or benefits if

required to travel over five hundred (500) kilometres one way to attend the funeral.

iv) the employee may also request vacation, Statutory Holidays or unpaid leave of absence as may be required.

b) **Leave for Serious Illness**

i) An employee shall be granted up to three (3) days leave without loss of pay and benefits in the case of a life threatening situation involving the immediate family.

ii) Immediate family will consist of parent, spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, son-in-law, daughter-in-law, common law spouse, former guardian, or fiancé (or some other person with whom the employee has had a similar relationship).

iii) The employee may also request vacation, Statutory Holidays, banked time off or unpaid leave of absence as may be required.

**25:03 Mourner's Leave**

One-half (1/2) days' leave may be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.

**25:04 Medical Care Leave**

An employee who is unable to make the necessary arrangements for personal preventative health care outside of scheduled work hours shall be granted time off with pay. Such time off shall include actual time required and will not exceed twenty-four (24) hours per annum. On request, employees may be required to show proof of

such care.

25:05 Union Leave

- a) Insofar as the regular operation of the Special Care Home permits, a reasonable number of designated employees shall, upon reasonable notice, be granted a leave of absence to attend business meetings, schools, seminars and conventions in connection with Union affairs.
- b) An employee granted leave under this Article shall earn seniority, vacation credits, sick leave credits and Statutory Holiday pay.
- c) The Employer agrees to continue to pay normal salary and benefits to employees delegated on a short term basis of one (1) month or less to attend to Union business as referred to in Clause 25:05 and that the Special Care Home is to charge the local Union for reimbursement of the cost. Such costs shall only include:
  - i) actual lost wages;
  - ii) Employer's share of Canada Pension contributions;
  - iii) Employer's share of Employment Insurance premiums;
  - iv) Employer's share of S.A.H.O. Pension contributions or equivalent;
  - v) Employer's share of Group Insurance premiums;
  - vi) Employer's share of Disability Income contributions;
  - vii) Workers' Compensation premiums.
- d) On leaves of absence of more than one (1) month, and



at the request of the Union, the Employer agrees to pay normal salary and benefits to an employee, and will charge the Union, in addition to those costs set forth in Clause 25:05 (c) an appropriate amount for the following benefits:

- i) vacation;
- ii) sick leave;
- iii) Statutory Holidays.

As may be mutually agreed between S.E.I.U. and the Employer, the above costs may be expressed as a percentage of actual wages. Such percentage would be determined semi-annually.

#### 25:06 Leave for a Union Position

An employee who is elected or selected 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 for a period of one (1) year. Such leave may be renewed each year during the term of position. An employee who is elected to Public Office shall be granted unpaid leave of absence without loss of seniority for the terms of such Public Office.

#### 25:07 a) Paid Jury or Court Witness Duty Leave

The Employer shall grant paid leave of absence without loss of seniority or other benefits to an employee while at the disposal of any court as a juror or witness. The Employer shall pay such employee the difference between his regular earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of employment, shall be considered as time worked at the regular rate of pay.

- b) The employee must notify his Supervisor as soon as possible after receipt of notice of selection for jury duty. Employees will come to work during those regularly scheduled hours that they are not required to attend at court.

#### 25:08 Maternity Leave

Unpaid leave of absence shall be granted to an employee for maternity, provided that she provides a medical certificate confirming the pregnancy and showing the probable date of delivery as soon as it is known. An employee must apply for the leave of absence no later than fifteen (15) days in advance except in extenuating circumstances.

- a) The length of the leave of absence shall be for *a* period not to exceed twelve (12) months.

If an employee's original request for maternity leave was less than twelve (12) months, she shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed twelve (12) months.

In extenuating circumstances, where in the opinion of a medical practitioner such action is advisable, the leave shall be further extended.

- b) Such leave will be granted with assurance that the employee will resume employment in the **same** position or in a comparable position and at the same range of pay occupied prior to the granting of such leave.
- c) Notice of intention to return to work or request for change of length of leave of absence must be forwarded to the Employer fifteen (15) days prior to the expiration of the leave. An employee may submit only

one (1) request for a change of length of leave of absence.

The Employer is not required to allow an employee to resume her employment until after the expiration of the fifteen (15) days notice.

- d) An employee unable to perform her regular duties but able to perform other work shall, where possible, without affecting the seniority rights of other employees, be permitted to do so at the appropriate rate of pay for the position she is filling.
- e) Access to Sick Leave Credits  
Sick leave shall not be granted for the actual period of maternity leave, as defined in Clause 25:08 (a). However, an employee who is pregnant during her period of service with the Employer shall have access to sick leave credits for illness or disability which may arise during pregnancy while she continues active duty with the Employer.
- f) An employee granted leave under this Article shall not earn vacation credits, sick leave credits, Statutory Holiday pay or increments for the period so granted. The employee shall earn seniority for the entire leave period.

In the case of **part-time** and casual employees seniority shall accrue based on the following formula:

$$\frac{\text{Paid Hours in Previous 52 Weeks}}{52} = \text{Seniority Hours Per Week of Leave}$$

25:09 Citizenship Leave

Employees shall be allowed the necessary time off with pay to process their Canadian citizenship application.

25:10 Adoption Leave

An employee requesting adoption leave shall be granted leave without pay at the time of adopting a child. Such leave of absence may be extended to a maximum of twelve (12) months.

An employee granted leave under this Article shall not earn vacation credits, sick leave credits, Statutory Holiday pay or increments for the period so granted. Seniority shall be earned for the entire period.

In the case of part-time and casual employees, seniority shall accrue based on the following formula:

$$\frac{\text{Paid Hours in Previous 52 Weeks}}{52} = \text{Seniority Hours Per Week of Leave}$$

25:11 Paternity Leave

A male employee whose spouse is expecting a child shall be granted up to twelve (12) weeks unpaid leave which can be taken during the three (3) months before or after the birth of the child.

An employee granted leave of absence under this Article shall not earn vacation credits, sick leave credits, Statutory Holiday pay or increments for the period so granted. The employee shall earn seniority for the entire leave period.

In the case of part-time and casual employees, seniority shall accrue based on the following formula:

$$\frac{\text{Paid Hours in Previous 52 Weeks.}}{52} = \text{Seniority Hours Per Week of Leave}$$

## **ARTICLE 26 - SICK LEAVE**

26:01 It is agreed between the Employer and the Union that pay for sick leave is for the sole and only purpose of protecting employees against loss of income resulting from personal illness, injury or disability which renders the employees unable to perform their regular duties.

26:02 An employee having accumulated an entitlement to sick leave may claim pay against such accumulation with respect to periods during which:

- a) He was unable to work by virtue of being sick or disabled; or
- b) Because of an accident for which compensation is not payable under the Workers' Compensation Act; or
- c) In the opinion of the Employer the employee's presence constituted a health hazard for the residents and for other employees and the employee was instructed by the Employer to leave the employee's place of duty.

26:03 a) Employees who have completed the probationary period will be credited with sick leave credits earned during the probationary period on the basis of one and one-quarter (1-1/4) days for each 157.5 hours paid

during the probationary period.

- b) Employees will continue to accumulate sick leave credits on the basis of one and one-quarter (1-1/4) days sick leave for each 157.5 hours paid which shall include leave of absence for up to one month.
- c) Part-time employees 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 employee missed a shift due to illness or injury, where he had been scheduled in advance to work or had agreed to report to work.

26:04 All unused sick leave credits may be accumulated up to and including a maximum of one hundred and twenty (120) days.

26:05 Sick leave pay shall be equal to the employee's normal hourly wage (exclusive of overtime, premiums, etc.) for hours regularly scheduled to work.

26:06 Absence for illness or injury compensable under the provisions of the Workers' Compensation Act shall not be charged against sick leave credits.

26:07 An employee will accumulate sick leave credits while the employee is receiving sick pay on the basis of shifts regularly scheduled to work for a period not exceeding one (1) month from the date sick pay was first received.

26:08 Any employee absenting himself on account of personal illness or injury must notify the Employer on the first day of illness before the time the employee would normally report for work. In

the interest of efficient operation of the Special Care Home and concern for fellow workers, employees are encouraged to give as much advance notice as is humanly possible, recognizing that in order to avoid inconvenience to others at least two **(2)** hours advance notice should be given. Failure to give notice prior to the commencement of the shift may result in loss of sick leave pay for that day.

26:09 During any illness or injury, the employee will notify the Employer of his intention to return to work as far in advance as possible. The Employer, after being notified will schedule the employee to return to work as soon as possible in accordance with the days which the employee would normally have been scheduled to work. It is agreed that in order to comply with this provision the Employer has the discretion to revise posted working schedules for employees who are scheduled as replacement for employees who are absent due to illness or injury.

26:10 The Employer will supply the Union, in February of each year, with a statement indicating the balance of sick leave credits accruing to each employee.

26:11 Notwithstanding any of the provisions of this Article the Employer has the discretion to withhold sick pay from any employee if the Employer considers sick pay claims are not legitimate. The Employer shall notify the Union as soon as possible in any event that sick leave pay is withheld under this Article. At the request of the affected employee, or the Union, or the Employer, a meeting will be convened as soon as possible to discuss the matter and to allow for the presentation of information on the matter by the affected parties.

Failing a satisfactory resolution of the matter a grievance may be commenced at Step 2.

26:12 It is understood that a medical certificate may be requested by the Employer for periods of illness. Where this is required the employee shall be notified during or previous to sickness that a certificate will be required upon the employee's return to work. Employees on a long term illness shall notify the Employer as soon as possible of their expected date of return to work.

26:13 In the case of an employee who is absent because of illness or injury exceeding twelve (12) months the Employer agrees to review the status of the employee with the Union.

## **ARTICLE 27 - EMPLOYEE BENEFIT PLANS**

### 27:01 Wage Loss Replacement Plan

A Wage Loss Replacement Plan with terms, conditions, costs and benefits similar to the Plan administered by the Saskatchewan Association of Health Organizations shall be provided on a joint funding basis whereby the Employer shall pay fifty percent (50%) and the employee shall pay fifty percent (50%) of the cost of funding the Plan. The Employer shall refund 5/12ths of any reduction in E.I. premiums to the employees in cash or some other form agreed to by the Union and the Employer subject to approval by the Employment Insurance Commission.

### 27:02 Group Life Insurance Plan

A Group Life Insurance Plan with terms, conditions, costs and benefits similar to the Plan administered by the Saskatchewan Association of Health Organizations shall be provided whereby the Employer shall pay each employee's premium for the first seven thousand dollars (\$7,000.00) of coverage.

### 27:03 Dental Plan

A Dental Plan with terms, conditions and benefits similar to the Plan administered by the Saskatchewan Association of Health



Organizations shall be provided whereby the Employer shall pay one hundred percent (100%) of the cost of funding the Plan.

27:04 Pension Plan

A Pension Plan with terms, conditions, costs and benefits similar to the Plan administered by the Saskatchewan Association of Health Organizations shall be provided whereby the employee shall pay premiums equal to four percent (4%) of earnings up to the Canada Pension Plan (C.P.P.) maximum pensionable earnings and five and one half percent (5-1/2%) of earnings over the C.P.P. maximum pensionable earnings.

27:05 If the Employer desires to change the Plans from those administered by Saskatchewan Association of Health Organizations discussions will be held with the Union. In any event, the Plan benefits will be no less than now provided.

## **ARTICLE 28 - EMPLOYMENT STATUS DURING DISABILITY**

### 28:01 DISABLED FROM OWN OCCUPATION

a) Date Employee Becomes Disabled

On the date the employee becomes sick or disabled the employee shall claim sick leave in accordance with Article 26:02 for a maximum of one hundred and nineteen (119) calendar days. Should the employee's sick leave credits expire before the one hundred and nineteen (119) calendar day maximum the employee shall be placed on an unpaid leave of absence. If eligible, the employee will receive benefits under the "Bridge Benefit" provision of the Disability Income Plan.

b) One Hundred And Nineteen Calendar Days Following Date of Disability

The employee's disability will be reviewed one hundred and nineteen (119) calendar days following the date of disability. If the employee is not fit to return to work the employee shall be placed on an unpaid leave of absence which will be reviewed in one (1) year's time. If eligible the employee will receive benefits under the "Long Term Disability" provision of the Disability Income Plan.

c) One Year and One Hundred and Nineteen Calendar Days Following Date of Disability

The employee's disability will be reviewed one (1) year and one hundred and nineteen (119) calendar days following the date of disability. If the employee is not fit to return to work the employee's unpaid leave of absence will be extended for a maximum of one (1) year. If eligible the employee will continue to receive benefits from the "Long Term Disability" provision of the Disability Income Plan.

d) Two Years and One Hundred and Nineteen Calendar Days Following Date of Disability

The employee's disability will be reviewed two (2) years and one hundred and nineteen (119) calendar days following the date of disability. If the employee is not fit to return to work at any occupation in the Special Care Home the employment relationship shall be severed.

e) Extension of Leave of Absence

If, after two (2) years and one hundred and nineteen (119) calendar days, an independent medical practitioner states that the employee's treatment plan has

resulted in consistent improvement and the employee may be able to return to work in an occupation at the Special Care Home, for which he is qualified, a further one (1) year extension to the leave of absence may be granted.

## **ARTICLE 29 - EMPLOYMENT STATUS DURING WORKERS COMPENSATION**

### **29:01 DISABLED FROM OWN OCCUPATION**

a) Date of Accident

On the date the employee has an accident in connection with the employee's employment the employee shall report the accident to the Employer. A claim shall be sent to the Workers' Compensation Board and, if eligible, the employee shall receive benefits in accordance with Article 32:09.

b) Eighty-Five Working Days Following Date of Accident

The employee's disability will be reviewed eighty-five (85) working days following the date of the accident. If the employee is not fit to return to work, if eligible, the employee will continue to receive benefits under Article 32:09.

c) One Year Following Date of Accident

The employee's disability will be reviewed one (1) year following the date of accident. If the employee is not fit to return to work the employee shall be placed on unpaid leave of absence for a maximum of one (1) year. If eligible, the employee will receive benefits under the Workers' Compensation Act.

d) Two Years Following Date of Accident

The employee's disability will be reviewed two (2) years following the date of accident. If the employee is not fit to return to work at any occupation in the Special Care Home the employment relationship shall be severed.

e) Extension of Leave of Absence

If, after two (2) years, an independent medical practitioner states that the employee's treatment plan has resulted in consistent improvement and the employee may be able to return to work in an occupation at the Special Care Home, for which he is qualified, a further one (1) year extension to the leave of absence may be granted.

## **ARTICLE 30 - PAYMENT OF WAGES**

30:01 The Employer shall pay wages bi-weekly in accordance with Schedule " A attached hereto.

Pay days shall be every other Thursday.

30:02 Employees' pay will be deposited directly into the employees' accounts at a major banking institution of the employees' choice.

30:03 Upon termination or layoff the employee will be paid his final pay on the next regular pay day following the pay period within which the employee terminated or was laid off.

## **ARTICLE 31 - TECHNOLOGICAL CHANGE**

### **31:01 Technological Change**

If, as a result of the Employer introducing new equipment or changes in operating methods or a dissolution of department(s) or complete Special Care Home closure, certain job classifications will no longer be required, the Employer shall notify the Union a minimum of three (3) months in advance of instituting such changes which will cause dislocation, reduction or demotion of the existing workforce.

- a) By mutual agreement of the Employer and the Union, the above time limits may be adjusted to suit individual circumstances.
- b) Upon notification as above, the Employer and the Union will commence discussion as to the effect on personnel and application of this Article.
- c) During the above mentioned implementation and transitional period, affected employees will maintain their wage level.
- d) All new job titles and rates of pay shall be negotiated in accordance with Article 17:09.
- e) All new positions created as a result of technological change will be posted under the terms of the current Agreement. Any training or retraining required to fill the new position shall be provided by the Employer at the employee's regular rate of pay.
- f) If application of this Article requires a reduction in the work force, such reduction will be carried out under the terms of this Agreement.

### 31:02 Severance Pay

Full-time employees who terminate employment, as a result of the reasons indicated in Article 31:01 shall receive severance pay in the amount of:

$$5 \text{ days} \quad \times \quad \begin{array}{l} \text{the number of} \\ \text{complete years} \\ \text{of service} \end{array} \quad \times \quad \begin{array}{l} \text{the employee's} \\ \text{current daily rate} \\ \text{of earnings} \end{array}$$

All other than full-time employees, shall receive severance pay on a pro-rata basis, based in direct relation to their paid hours as compared to those of a full-time employee (a year being 1950 paid hours).

## ARTICLE 32 - GENERAL CONDITIONS

### 32:01 Personal Property Damage or Loss

An employee's personal property loss or damage by the action of a resident shall be replaced at the expense of the Employer to a maximum of five hundred dollars (\$500.00), subject to integration with one hundred percent (100%) coverage by the Workers' Compensation Board, provided that reasonable proof of the cause of such damage is submitted by the employee concerned, during the shift in which the incident occurred causing such loss or damage

### 32:02 Required Courses

Where the Employer requires an employee to take a specified course the employee will be reimbursed the cost of the course upon receiving proof of completion. When time off is necessary the Employer shall allow such time off without loss of pay.

### 32:03 Proper Accommodations

The Employer agrees to make every reasonable effort to provide proper accommodations for employees to have meals and store

and change their clothes. The Employer agrees to provide, where possible, suitable accommodation that is not directly accessible to the public to allow employees to store personnel effects and clothing worn to and from the Special Care Home.

**32:04 Bulletin Boards**

The Employer shall provide bulletin board(s) which shall be placed so that all employees will have ready access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

**32:05 Allowance for Tools**

The Employer shall supply all tools and equipment which it deems necessary for employees in the performance of their duties. Worn or broken tools shall be returned to the Employer.

**32:06 a)** The Union and the Employer shall continue to cooperate in perfecting the safety measures now in effect, and further agree that the provisions for Health and Safety Committees, as provided for under the Occupational Health and Safety Act, 1972, shall be carried out.

**b)** An employee or a group of employees who have a health or safety concern should endeavour to resolve that concern by first referring the concern to the immediate Supervisor or Safety Officer, who will investigate immediately and take remedial action.

**32:07 a)** The normal retirement date of all employees shall be the first day of the month coincident with, or immediately following the attainment of the stated retirement age as stipulated in their Pension or Superannuation Plan or age sixty-five (65).

**b)** Under special circumstances, and by mutual agree-

ment between employees and the Employer, employees may be continued in their employment after this age.

- c) Employees wishing an extension to their employment shall submit a written request to their Department Head three (3) months prior to their retirement.

#### 32:08 Medical Examination

If pre-employment or subsequent medicals or immunizations should be required by the Employer or in accordance with the Special Care Homes Act, time lost due to such requirements shall not result in loss of pay nor sick leave credits.

#### 32:09 Workers' Compensation

- a) When an employee is absent as a result of an accident or illness in connection with the employee's employment, the Employer shall not reduce the employee's accumulated sick leave unless (d) should subsequently apply.
- b) When an employee has applied for Workers' Compensation the Employer will continue paying the employee his regular net pay for a period not to exceed one (1) year. However, where the Employer has a reasonable apprehension that the application will not be approved, the Employer will only be required to continue paying the employee his regular pay to the extent that there are sick leave and vacation credits available. Should the claim be approved, such credits shall be reinstated.
- c) The Workers' Compensation cheque will be made payable to the Employer.



- d) Should the employee's claim be disallowed by the Workers' Compensation Board, any money so paid will be either charged against sick time, or if the employee has no sick time, the amount so paid will be recovered from the employee and the employee may apply for D.I.P.
- e) Effective January 1, 1996 employees absent as a result of compensable accident or illness under this Article shall not earn statutory holidays but for the first year shall accrue sick leave credits and vacation credits. However, vacation credits accrued during receipt of W.C.B. benefits may only be accessed once such employee has returned to regular employment outside the auspices of a graduated return to work program sponsored by the Workers' Compensation Board.

### **ARTICLE 33 - RATES OF PAY**

33:01 Attached hereto and forming part of this Agreement is Schedule "A", relating to position classifications and hourly rates of pay thereto. The Employer agrees to pay and the Union agrees to accept this Schedule during the term of this Agreement.

33:02 Employees within their classifications (as illustrated in Schedule "A") will progress through increments on the basis of hours worked. For example, movement from the "start rate" to the "one year rate" would be made after 1950 hours worked, and so on.

33:03 Hours worked and paid for and hours not worked and paid for shall be considered hours worked for purposes of computing eligibility to progress to the next higher rate within the position

classification.

## **ARTICLE 34 - MISCELLANEOUS**

### **34:01 Initial Period of Operation**

It is understood and agreed that during the initial six (6) month period of the operation of a new Special Care Home that any employee may be required to perform duties normally applicable to another work classification without changing the employee's rate of pay to such other work classification.

### **34:02 In-Scope Jobs**

Except in cases of emergency, for the purpose of training, *or* in circumstances beyond the control of the Employer, employees whose jobs are not included in the scope of the bargaining unit will not perform the duties of jobs included in the scope of the bargaining unit.

### **34.03 Collective Agreement**

The Employer will prepare the Collective Agreement for the parties signature upon written notification of ratification and shall subsequently arrange to print the Agreement. The cost of printing the Agreement will be shared by the Union and the Employer.

## **ARTICLE 35 - NOTICE**

35:01 Any notice to any employee under this Agreement may be given personally or by prepaid registered post, addressed to the employee at the employee's last address shown on the employee's file and such notice shall be deemed to have been given when delivered to the post authorities.

SIGNED ON BEHALF OF SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 299 AND 333 AND EXTENDICARE (CANADA) INC.

THIS 22 DAY OF JULY 1997

ON BEHALF OF  
EXTENDICARE (CANADA) INC.

Jennifer Burns  
Marilyn Wood

ON BEHALF OF  
SERVICE EMPLOYEES  
INTERNATIONAL UNION  
BARGAINING COMMITTEE

Elaine Robertson  
Eileen Olson  
Carol Larson  
Gloria Kaiswatum  
Muriel Hirst  
Greg Trew  
Jean Moore



## SCHEDULE "A"

July 1, 1996

	START	1 YR.	2 YRS.	3 YRS
Housekeeping Aide Dietary Aide Laundry Aide	10.53	10.82	11.13	
Cook I Receptionist Caretaker	10.82	11.13	11.40	
Activity Worker Resident Attendant (red circled) Hairdresser Cook II Housekeeper Laundress	11.40	11.77	12.08	
Special Care Aide	11.77	12.08	12.37	12.80
Certified Activity Worker Cook III Maintenance II	12.37	12.80	13.20	
L.P.N. Maintenance III	13.20	13.61	14.06	

**SCHEDULE "A"****January 1, 1997**

	<b>START</b>	<b>1 YR.</b>	<b>2 YRS.</b>	<b>3 YRS</b>
HousekeepingAide				
Dietary Aide				
LaundryAide	10.64	10.93	11.24	
Cook I				
Receptionist				
Caretaker	10.93	11.24	11.51	
Activity Worker				
ResidentAttendant (red circled)				
Hairdresser				
Cook II				
Housekeeper				
Laundress	11.51	11.89	12.20	
Special Care Aide	11.89	12.20	12.49	12.93
CertifiedActivity Worker				
Cook III				
Maintenance II	12.49	12.93	13.33	
L.P.N.				
Maintenance III	13.33	13.75	14.20	

## SCHEDULE "A"

December 31, 1997  
(23:59:59)

	START	1 YR.	2 YRS.	3 YRS
Housekeeping Aide				
Dietary Aide				
Laundry Aide	10.75	11.04	11.35	
Cook I				
Receptionist				
Caretaker	11.04	11.35	11.63	
Activity Worker				
Resident Attendant (red circled)				
Hairdresser				
Cook II				
Housekeeper				
Laundress	11.63	12.01	12.32	
Special Care Aide	12.01	12.32	12.61	13.06
Certified Activity Worker				
Cook III				
Maintenance II	12.61	13.06	13.46	
L.P.N.				
Maintenance III	13.46	13.89	14.34	

**LETTER OF UNDERSTANDING  
BETWEEN  
EXTENDICARE (CANADA) INC.  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION**

**RE: CONTRACTING OUT**

1. Should the Employer contract out work presently performed by members of the S.E.I.U. bargaining unit, employees so affected shall have access to Article 19 or Article 31 as they may elect within seven (7) days of the notice provided for under 2 below.
2. The Employer shall notify the Union and any affected employee no less than one hundred and twenty (120) calendar days prior to implementing any contracting out in accordance with 1 above.
3. The Employer and the Union agree to meet after the serving of notice as per 2 above to discuss alternatives to contracting out.
4. During the notice period referred to in 2 above all employees shall maintain their wage level.

DATE: JULY 22, 1997

ON BEHALF OF  
EXTENDICARE (CANADA) INC.

Jennifer Burns  
Marilyn Wood

ON BEHALF OF  
SERVICE EMPLOYEES  
INTERNATIONAL  
UNION BARGAINING  
COMMITTEE  
Elaine Robertson  
Eileen Olson  
Carol Larson  
Gloria Kaiswatum  
Muriel Hirst  
Greg Trew  
Jean Moore



**LETTER OF UNDERSTANDING  
BETWEEN  
EXTENDICARE (CANADA) INC.  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION**

**RE: CO-EMPLOYMENT**

S.E.I.U. undertakes to advise each of its bargaining unit members to notify the Employer if he is employed at more than one Extendicare Special Care Home and at which Extendicare Special Care Homes he is employed within sixty (60) days from the signing of the Memorandum of Settlement.

The Employer shall provide written notices to the Local(s) of the Union of the names of the employees affected by this Letter of Understanding after receiving the information from the employee(s). The Employer shall advise in writing those employees who are affected by this Letter of Understanding requesting them to indicate their choice pursuant to paragraphs 1 or 2 below in writing to the Employer within four (4) weeks of the date the Local(s) are in receipt of the written notice.

Effective one hundred and twenty (120) days after signing of the Collective Agreement:

1. If an employee has a full-time position in an Extendicare Special Care Home and also has an OTFT position in another Extendicare Special Care Home, the employee shall choose which position the employee wishes to retain and the vacated position shall be filled in accordance with the Collective Agreement.
2. If an employee has more than one OTFT position in different Extendicare Special Care Homes, the employee shall choose which position shall be retained (if the total hours of the positions are greater than full time hours or if the combined hours violate the scheduling provisions set out in the Collective Agreement). The employee's applicable letter of appointment

shall be correspondingly amended such that the total hours of work of the appointment shall not exceed the full-time hours of work. Filling of the vacated position shall be in accordance with the Collective Agreement .

3. In no way shall the application of choices under paragraphs 1 and 2 be deemed to constitute a lay-off.
4. This Letter of Understanding shall only apply to those employees who work in more than one Extencicare Special Care Home.

DATE: JULY 22, 1997

ON BEHALF OF  
EXTENCICARE (CANADA) INC.

Jennifer Burns  
Marilyn Wood

ON BEHALF OF  
SERVICE EMPLOYEES  
INTERNATIONAL  
UNION BARGAINING  
COMMITTEE  
Elaine Robertson  
Eileen Olson  
Carol Larson  
Gloria Kaiswatum  
Muriel Hirst  
Greg Trew  
Jean Moore

**LETTER OF UNDERSTANDING  
BETWEEN  
EXTENDICARE (CANADA) INC.  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION**

**RE: PORTABILITY OF SENIORITY**

1. The parties agree that all seniority earned in employment with **Extendicare** in Saskatchewan shall be portable between all bargaining units and Special Care Homes except as described below subject to such employee being continuously employed.
2. The parties further agree that where an employee moves from Special Care Home to Special Care Home or bargaining unit to bargaining unit as a result of bidding a vacancy or re-employment, their total seniority, increment level (where applicable) and service credits shall be fully portable.
3. With respect to scheduling of vacation in the year of such movement, the parties agree that the employee so moving shall not exercise seniority rights such that the vacation schedule of the receiving department would be disrupted. In subsequent years, that employee's total seniority shall apply to scheduling of vacation.
4. This Letter of Understanding will be effective from the date of signing this Collective Agreement.

DATE: JULY 22, 1997  
ON BEHALF OF  
EXTENDICARE (CANADA) INC.

Jennifer Burns  
Marilyn Wood

ON BEHALF OF  
SERVICE EMPLOYEES  
INTERNATIONAL  
UNION BARGAINING  
COMMITTEE  
Elaine Robertson  
Eileen Olson  
Carol Larson  
Gloria Kaiswatum  
Muriel Hirst  
Greg Trew  
Jean Moore

**LETTER OF UNDERSTANDING  
BETWEEN  
EXTENDICARE (CANADA) INC.  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION**

**RE: SPECIAL CARE AIDES/RESIDENT ATTENDANTS**

Effective April 1, 1991 the classification of Resident Attendant was deleted. Resident Attendants employed as of April 1, 1991 who were not graduates of the Kelsey Special Care Aide Program or equivalent were red circled as Resident Attendants.

These employees shall remain red circled until such time as they become qualified as a Special Care Aide, retire or terminate.

Should a Resident Attendant become qualified as a Special Care Aide they shall be reclassified in accordance with Article 18:02 (b) (Pay Upon Promotion) of the Collective Agreement.

Should it be necessary to hire a Special Care Aide who is not a graduate of the Kelsey Special Care Aide Program or equivalent, the Employer will give preference to bargaining unit members. Such employees will be required to become qualified at his own expense. Until such time as he becomes qualified he shall be paid as a Resident Attendant.

DATE: JULY 22, 1997  
ON BEHALF OF  
EXTENDICARE (CANADA) INC.

Jennifer Burns  
Marilyn Wood

ON BEHALF OF  
SERVICE EMPLOYEES  
INTERNATIONAL  
UNION BARGAINING  
COMMITTEE  
Elaine Robertson  
Eileen Olson  
Carol Larson  
Gloria Kaiswatum  
Muriel Hirst  
Greg Trew  
Jean Moore

**LETTER OF UNDERSTANDING  
BETWEEN  
EXTENDICARE (CANADA) INC.  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION**

**RE: CALL-IN SYSTEM**

**FOR THE PURPOSES OF THIS LETTER OF  
UNDERSTANDING**

Preamble

1. "Expansion of Hours" means increasing an employee's hours (i.e. from five (5) hours to seven and a half (7.5) hours) within a shift, within a Special Care Home and within a department prior to the commencement of the shift. An expansion of hours shall only be allowed once per employee per twenty-four (24) hour period
2. "Shift" means days, evenings or nights.
3. "Call-in" means the offering of available hours within the posted and confirmed schedule.

Protocol

The opportunity for first part-time, then casual employees to work additional call-in shifts or expand their hours shall increase according to seniority, provided they possess the necessary qualifications and the ability to perform the work.

Where part-time or casual employees agree to work such additional shifts that fall outside their regularly assigned schedules, such work shall not be construed as a change of shift and shall not be eligible for overtime compensation unless it causes an employee to work more than the normal full-time hours of work as set out

in this Collective Agreement.

The parties therefore agree that the following provisions shall apply to **the** allocation of such work:

1. Employees shall not be called to perform call-in work from:
  - Absence covered by **W.C.B.** and/or DIP and/or Automobile Accident Insurance Act
  - Approved leave of absence
  - Vacation
  
2. Employees seeking call-in work shall make advance written application to the Administrator of the Special Care Home or designate on a form provided and approved by the Employer. The form shall indicate:
  - a) classification(s) desired
  - b) qualifications and specific training possessed
  - c) availability for additional work
  - d) length and type of shift desired, and
  - e) agreement to waive premium for weekend call-in work.

OTFT employees shall be eligible, dependent upon employment opportunities and the employee's availability, to have their names placed on a maximum of two (2) classification lists in one (1) Special Care Home or one (1) classification list in two (2) Special Care Homes. **No** new employees shall be hired until such time as OTFT employees have been afforded the opportunity to orient in and be placed on the call-in lists as provided above. Employees may revise or amend their applications once quarterly provided they do so in writing.

It is further understood that once an employee accepts an offer of additional work he is obligated to report for that work



unless subsequently granted paid or unpaid leave pursuant to the Collective Agreement.

3. Employees shall be offered additional work that becomes available on a seniority basis as follows:
  - a) first preference to qualified part-time employees in their home department and classification;
  - b) second preference to qualified casual employees on the call-in system(s) in accordance with paragraph 2 above.

Part-time employees who perform call-in **work** outside their home department and classification shall be considered as casual employees.

4. Each department of each Special Care Home shall establish and maintain its own call-in list(s) and shall update same on a quarterly basis. A copy of the most current list(s) shall at all times remain posted or otherwise conspicuously displayed. In case of any dispute regarding call-in, S.E.I.U. shall forthwith be provided with a copy of the applicable call-in list from the affected department.
5. Employees shall not forego their scheduled shifts (s) to pick up casual hours subject to the ability to expand as set out in this protocol. It shall be the responsibility of all staff seeking additional work within the meaning of this protocol to inform the Employer of other work commitments.
6. Additional work that becomes available during the posted and confirmed schedule shall be allocated in accordance with paragraph 3 and shall be filled by calling in staff or expanding the hours of work in order of seniority.

Unless overtime is paid, employees cannot work in excess of the normal full-time hours. The onus is on the employee to advise the Employer at the time of the call that they will be in an overtime situation if called in for or assigned additional work. The Employer cannot advise or request that employees waive the payment of overtime.

7. Employees offered additional shifts in error can have those shifts changed within the posted and confirmed period without triggering of overtime as the result of a changed schedule provided the Employer makes such change within forty-eight (48) hours of offering the additional shifts in error. In the event that an error is discovered more than forty-eight hours after it was made, the employee not called according to the protocol will be assigned a mutually acceptable shift (with the same number of hours) within the following two (2) week period.
8. This protocol applies to available hours during the posted and confirmed schedule. It in no way supersedes or replaces the scheduling provisions of the Collective Agreement.
9. The parties acknowledge that matters contained herein require their full cooperation and consequently they agree to make every effort to meet and address points of dispute. Matters not resolved may be referred to the grievance procedure at Step Two. Where an employee is consistently unavailable for call-in, the parties shall review with such employee his eligibility for further call-in. When an employee accepts call-in without disclosing overtime status at the time of the call on two (2) or more occasions within a six (6) month period, he shall be taken off any call-in list(s) for a period of three (3) months.

DATE: JULY 22, 1997

ON BEHALF OF  
EXTENDICARE (CANADA) INC.

Jennifer Burns  
Marilyn **Wood**

ON BEHALF OF  
SERVICE EMPLOYEES  
INTERNATIONAL  
UNION BARGAINING  
COMMITTEE

Elaine Robertson  
Eileen Olson  
Carol Larson  
Gloria Kaiswatum  
Muriel Hirst  
Greg Trew  
Jean Moore

149