

COLLECTIVE AGREEMENT

BETWEEN

EXTENDICARE (CANADA) INC.

(represented by the
Saskatchewan Association of Health Organizations)

AND

SERVICE EMPLOYEES
INTERNATIONAL UNION
(Locals #299 and #333)

FOR THE PERIOD

APRIL 1, 2005 TO MARCH 31, 2008

12388 (04)

HOW TO HANDLE A QUESTION OR COMPLAINT

If you have a question or complaint about the application or interpretation of the Collective Agreement as it applies to you, do not delay but

- Review the facts.
- Read the Collective Agreement.
- Check on the existence of any locally negotiated terms which may modify the basic agreement.

If you continue to have a question or complaint, speak to the Union Representative in your work area, or the Local President/Executive Board Member about your problem.

If you cannot get a satisfactory answer to your problem, or need help to have the problem resolved, call the SEIU Office nearest you TOLL FREE.

SEIU LOCAL 299

*Moose Jaw Office: 693-7922
Toll Free: 1-800-563-5900*

SEIU LOCAL 333

*Saskatoon Office: 652-1011
Toll Free: 1-800-772-9724*

Please note that a delay could jeopardize your grievance rights under the Collective Agreement.

BETWEEN
EXTENDICARE (CANADA) INC.

AND
SERVICE EMPLOYEES INTERNATIONAL
UNION

Extendicare/Elmview (Regina)
Extendicare/Moose Jaw
Extendicare/Parkside (Regina)
Extendicare/Preston (Saskatoon)
Extendicare/Sunset (Regina)

Local #299
Local #299
Local #299
Local #333
Local #299

BODIES CORPORATE, INCORPORATED
UNDER THE LAWS OF SASKATCHEWAN
HEREINAFTER RESPECTIVELY REFERRED
TO AS "THE EMPLOYER", PARTY OF THE
FIRST PART.

CHARTERED BY THE SERVICE
EMPLOYEES INTERNATIONAL UNION,
CLC HEREINAFTER RESPECTIVELY
REFERRED TO AS "THE UNION", PARTY
OF THE SECOND PART.

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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 unit of the Union;
 - e) To provide for collaboration between the parties in order to secure optimum health care services to the general public;
 - 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 **April 1, 2005** up to and including **March 31, 2008** 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 lay-off 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 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 and Scope

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement. This Agreement shall cover all employees represented by the Union pursuant to the most recent Certification Order(s) issued by the Labour Relations Board of the Province of Saskatchewan.

Effective November 4, 2002 the parties agree that all facilities (Extendicare/Elmview, Extendicare/Moose Jaw, Extendicare/Parkside, Extendicare/Preston and Extendicare/Sunset) as outlined on page ii of this Agreement shall be defined as one (1) Employer for the purposes of the administration of this Agreement. All transitional issues shall be managed prior to this date.

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

- a) **In all cases where the Employer contemplates that an employee's conduct may warrant disciplinary action (dismissal, suspension, verbal or written reprimand) no steps shall be taken other than in the presence of a Union Representative. The employee shall be afforded the opportunity to state his/her side of the case, with the assistance of a Union Representative, in advance of discipline being imposed.**
- b) 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 prior to the meeting, and if the employee so wishes, such employee will have a Union Representative present at the meeting. If Union representation is refused, the Employer shall provide to the Union a written confirmation of such refusal, with a copy of the document being supplied to the employee.

3.04 Progressive 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. The Employer agrees to use a process of **progressive discipline in a timely and reasonable manner. An employee is entitled to be accompanied by a Union Representative when interviewed during the course of an investigation.**

- 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) Documentation referred to in a) that is not related to a disciplinary suspension shall become void after two (2) years, unless there have been subsequent documented incidents of a similar nature. Documentation referred to in a) that is related to a disciplinary suspension shall become void after three (3) years, unless there have been subsequent documented incidents of a similar nature.

- d) **Where an employee is removed from the schedule** pending investigation, **it shall not be** considered discipline. **An employee removed from the schedule shall incur no loss of pay or benefits. The Employer shall complete their investigation and shall render its decision regarding discipline** no later than fourteen (14) calendar days from the date **on which the employee is removed from the schedule**, except as otherwise agreed between the Employer and the Union.

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, or 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, coercion, exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, disability (subject to bona fide occupational requirements), political or religious affiliation, sex, sexual orientation or marital status, **family status**, place of residence, nor by reason of membership or activity in the Union.

4.02 Harassment

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

- a) Harassment means any objectionable conduct, comment, or display by a person that is directed at a **worker, constitutes a threat to the health or safety of the worker**, and:
- 1) Is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry, or place of origin, Union activity; or
 - 2) Is **a** repeated intentional, sexually oriented practice that undermines an employee's health, job performance, or workplace relationships, or endangers an employee's employment status or potential; or

- 3) **Is an unsolicited, unwelcome, disrespectful or offensive behaviour directed at another person. These actions may be identified as** repeated intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation. **This is intended to include personal harassment and/or bullying.**
- b) The policy shall be jointly developed in consultation with the Local and the appropriate Occupational Health and Safety Committee(s), and shall ensure that:
 - 1) Individuals are aware of the seriousness with which the Union and the Employer view harassment;
 - 2) Employees/managers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs, and a process to properly report complaints;
 - 3) Incidents are investigated promptly, objectively, and in a sensitive confidential manner. Investigations shall be carried out in accordance with specific harassment policies and the Union shall be advised upon initiation of a formal investigation and shall be kept advised;
 - 4) Training shall be provided to those employees deemed responsible to conduct investigations. This training shall be paid at regular rates of pay;
 - 5) The necessary corrective action is taken;
 - 6) If an employee believes that she/he has been harassed, an employee should:
 - i) Tell the alleged harasser to stop;
 - ii) Document the event(s) complete with the time, date, location, names of witnesses, and details for each event.
 - 7) If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should immediately report verbally or in writing the harassment to the appropriate Supervisor and/or Union Representative. Upon receipt of any verbal or written complaint the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Supervisor must maintain written notes of her/his actions. Failure to resolve shall result in the initiation of a formal investigation.

- 8) **The Union and the Employer agree that an employee shall not be disciplined or suffer any adverse consequences as a result of having submitted either a verbal or written complaint of harassment in good faith.**

4.03 Reporting of Alleged Wrongdoing

An employee will not be penalized, harassed or disciplined for bringing forward, in good faith, an alleged wrongdoing to the Employer and/or any lawful authority either directly or through the Union.

4.04 Representational Workforce

- a) General Provisions

The parties agree with the principle of achieving a representative workforce for Aboriginal workers. Subject to available funding, the parties therefore agree to develop, implement, monitor and evaluate initiatives designed to facilitate Aboriginal participation in all occupations in proportion to the provincial working population. Such actions will be complementary to the provisions of this Collective Agreement.

- b) Workplace Preparation

The parties agree to implement educational opportunities for all employees to deal with misconceptions and myths about Aboriginal peoples.

- c) In-Service Training

The parties agree to facilitate educational opportunities, which may include literacy training and career path counselling/planning.

- d) Accommodation of Spiritual or Cultural Observances

Subject to operational requirements, every reasonable effort will be made to accommodate an employee in order for them to attend or participate in spiritual or cultural observances required by faith or culture. It shall be incumbent upon the employee to provide the Employer with reasonable notice of such observances.

4.05 Return to Work and Duty to Accommodate

- a) **The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an**

occupational or non-occupational disability, or as a consequence of limitations as a result of illness or injury or who otherwise require accommodation as set out in the Saskatchewan Human Rights Code, the Saskatchewan Human Rights Code-Regulations, *The Saskatchewan Labour Standards Act* and *The Saskatchewan Occupational Health and Safety Act*.

Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union and the employee. All parties shall work cooperatively to foster an atmosphere conducive to accommodation.

b) Employee Wages, Benefits and Seniority

The Return to Work or Duty to Accommodate Program must be organized so that it is not discriminatory with regard to an employee's disability or limitations resulting from an illness or injury. When placing an employee in accordance with Article 4.05 f) consideration shall be given to the employee's wages, benefits and seniority accrual.

c) Medical Information

It will be the responsibility of the employee returning to work to provide the Employer with initial medical evidence of the limitations associated with the disability, injury or illness. Further information, if required, shall be provided through the use of the Employer-approved form or format. The Employer shall not contact the employee's physician without the employee's written consent.

d) Confidentiality of Employee Medical Information

The procedure for assessment of the capacity of an employee to perform the duties of his/her job or modified work must be made in such a way as to protect the confidentiality of the employee's medical information.

e) Return to Work/Accommodation Committee

As required, an ad hoc Return to Work/Accommodation Committee group from the Employer and the Union may be established in accordance with Article 6.01 of the Collective Agreement to review concerns with return to work implementation and to facilitate the Duty to Accommodate process. The committee shall make recommendations to the Union and Employer, including but not limited to the fair and reasonable accumulation of seniority credits

and/or displacement in the event of lay-off for an employee participating in the Return to Work/Duty to Accommodate Program. The employee and/or Union representative who attends an ad hoc Return to Work/Accommodation group meeting or an individual Return to Work/Duty to Accommodate meeting shall be released from duty without loss of pay.

f) Return to Work/Duty to Accommodate Placement

Typically, employees who have suffered a temporary or permanent occupational or non-occupational disability, or limitation(s) as a result of injury or illness and who are medically fit to perform work shall be placed as follows:

1. Into the employee's existing position;
2. Into the employee's existing position, with modified and/or bundled duties;
3. Into the employee's existing classification in another position;
4. Into the employee's existing classification in another position, with modified and/or bundled duties;
5. Into another classification within the employee's bargaining unit;
6. Into another classification within the employee's bargaining unit with modified and/or bundled duties;
7. Failing all of the above, consideration shall be given to classifications outside the employee's bargaining unit.

g) Waiver of Posting Provisions

The Union acknowledges that, with due regard to the seniority and posting provisions in the Collective Agreement, a job vacancy may also be considered to facilitate an employee's Return to Work/Accommodation.

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

- a) 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.
- b) **An employee temporarily working in an out-of-scope position with the Employer shall have dues deducted from gross earnings received. It is understood that such employee(s) shall be covered by the terms and conditions of the out-of-scope position. Notwithstanding the above, the employee(s) shall maintain their right to apply for vacancies under Article 11, have access to lay-off provisions under Article 12 with respect to the employee's permanent in-scope position, and shall have access to the grievance procedure under Article 7 with respect to discipline, discharge and/or denied access to Article 11 or Article 12 as set out above.**

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

During the first (1st) month of employment and within regular working hours, the Employer agrees to ensure that all new employee(s) are introduced to their Union Steward or representative. During the first (1st) sixty (60) calendar days of employment and within regular working hours, a Union Steward or representative shall have up to thirty (30) minutes to provide the employee(s) with a copy of the Collective Agreement and any other pertinent information, and to familiarize the new employee(s) with the Collective Agreement.

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

- a) The Employer agrees to provide the Local Union Office with a list of **all** employees and their last known address **on a quarterly basis with the first (1st) of such lists to be forwarded** by March 1st of each year.
- b) 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. **The Employer shall forward a copy of such notification of changes to name, place of residence or telephone number to the Local Union Office on a monthly basis.**

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 Licensed 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 a) Definition

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

b) Initiation of Grievances

Any employee shall be entitled to submit an individual grievance through the Union to their immediate Supervisor or designate as set out under Article 7.07. Group grievances, policy grievances and interpretation grievances must be submitted by the Union in accordance with Article 7.07.

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 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 or Regional Director.

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 **appropriate Union Representative** upon **their** request. **Where** the consent of the employee or the employees concerned **is required, same shall be obtained by the Union.**

7.06 Suspension and/or Dismissal Grievances

Grievances arising from suspension and/or dismissal shall be initiated at the Second (2nd) step and shall be processed in accordance with the procedures outlined below.

7.07 First (1st) Step - Grievance to Immediate Supervisor or Designate

Grievances should be resolved as quickly as possible. It is jointly understood that **where the time limits permit, prior to a grievance being** submitted at the First (1st) Step, the parties **will encourage resolution of** the dispute through discussion. Accordingly, employees, through the Union, or the Union itself, may thereafter refer in writing any such grievance to the **Administrator** 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 **Administrator** or designate shall give a written decision **which sets out the supporting reasons** within seven (7) calendar days.

7.08 Second (2nd) Step - Grievance to Regional Director or Designate

Failing satisfactory resolution of the grievance at the First (1st) Step, the Union Representative shall refer the matter to the Regional Director or designate, in writing, within **fourteen (14)** calendar days of having received the decision of the **Administrator** or designate.

The Employer designate shall discuss the grievance with the Union Representative within **fourteen (14)** calendar days of receipt of the grievance and shall render a written decision within seven (7) calendar days of the discussion.

It is understood that where the designate is one and the same for the First (1st) Step and the Second (2nd) Step, the Second (2nd) Step may be eliminated through mutual agreement.

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. **This referral shall be done in accordance with Article 8.01.**

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 Articles 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 Articles 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 (1) 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 (1) 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 (2) appointees named by the parties to this Agreement shall, within ten (10) calendar days of the appointment of the second (2nd) of them, appoint a third (3rd) 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 (2) appointees of the parties fail to agree on the appointment of a third (3rd) 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 (3rd) member, appoint the third (3rd) 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 (3rd) 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 (Board of Arbitration) 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 with Extendicare (Canada) Inc. Seniority shall accrue on all paid hours (exclusive of overtime) and all unpaid hours, as provided in Article 9.02, that are earned with the Employer.

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, **compassionate care leave** and pressing necessity leave;
- g) Temporary out-of-scope positions with the Employer not to exceed **a total of twelve (12) months during each thirty-six (36) month period calculated from_____**;
- h) Education leave;
- i) Public office and professional association leave; and
- j) **Participation in a Return to Work/Duty to Accommodate Program as agreed by the parties.**

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 the Employer shall maintain accumulated seniority.

9.04 Loss of Seniority

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

- a) Voluntarily **terminates** in writing from all employment held with the Employer;
- b) Has worked exclusively in a permanent out-of-scope position for **a total of twelve (12) consecutive months**;
- c) Is a casual employee and has not worked within the Employer for a period of **one hundred and eighty (180) calendar days** exclusive of approved leaves of absence;
- d) Is laid off and has not returned to employment with the Employer for thirty-six (36) calendar months following the last date of lay-off from the Employer;
- e) Is discharged for just cause and not re-instated;
- 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 the Employer and accepts severance in accordance with Article 12.

9.05 Seniority List

- a) The Employer agrees to post a seniority list quarterly. **The parties agree that all seniority lists shall be posted in a place accessible to all employees.**
- b) **The second (2nd) list is to be posted by June 1st reflecting the accrued seniority of each employee up to the last pay period in March of the current year.** The **third (3rd)** 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. **The fourth (4th) list is to be posted by December 1st reflecting the accrued seniority of each**

employee up to the last pay period in September of the current year.

- c) **Persons employed as full-time for the entire payroll year shall be eligible, subject to Articles 9.02, 9.03, and 9.04 to be credited with one thousand nine hundred and forty-eight point eight (1948.8) hours of seniority in a payroll year. Requests for adjustment shall be submitted by the employee pursuant to Article 9.05 e).**
- d) Persons employed as full-time for the entire payroll year shall be eligible, subject to Articles 9.02, 9.03, and 9.04 to be credited with one thousand nine hundred and forty-eight point eight (1948.8) hours of seniority in a payroll year. Requests for adjustment shall be submitted by the employee pursuant to Article 9.05 e).

Where a full-time employee has accrued in excess of nineteen hundred (1900) hours but less than one thousand nine hundred and forty-eight point eight (1948.8) hours in a payroll year, the Employer shall automatically provide an adjustment to one thousand nine hundred and forty-eight point eight (1948.8) hours for that payroll year. No request for adjustment shall be required.

In no event, shall an employee accrue in excess of one thousand nine hundred and forty-eight point eight (1948.8) hours of seniority in a payroll year. **Where an employee has accrued in excess of one thousand nine hundred and forty-eight point eight (1948.8) hours in a payroll year, the Employer shall automatically provide an adjustment to one thousand nine hundred and forty-eight point eight (1948.8) hours of seniority for that payroll year.**

- e) Employees who take standby assignment shall be eligible for an adjustment to their **year to date** accrual of seniority hours for the preceding **six (6) month period ending the last pay period in December of the preceding year and the last pay period in June of the current year** based upon the following formula:

$$\frac{\text{Hours on Standby}}{3} = \text{Hours of Seniority}$$

In no event shall any employee accrue in excess of one thousand nine hundred and forty-eight point eight (1948.8) hours of seniority in the payroll year, **or more than nine hundred and seventy-four point four (974.4) hours of seniority in the six (6) month period**, upon reconciliation with all seniority hours accrued pursuant to Article 9.02 a) to j).

- f) An employee has until May 1st of each year to submit proof of error in the annual accrual of hours referred to in Article 9.05 **b)**. 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.

- g) All adjustments **done pursuant to paragraph d) and f)** shall be completed prior to the seniority list being posted on June 1st and the Employer shall disclose **same** to the Union.
- h) **After May 1st, requests for adjustment shall be submitted to the Local Union Office. Upon proof of error, revisions as a result of such requests will be made on subsequent seniority list(s).**

9.06 Employees who terminate from one Employer and who are rehired or continue employment with another Employer may transfer their seniority under the terms of Article 20. Such Employees shall have access to their life to date seniority and their year to date seniority (up to the cut off date of the last Seniority List) for all purposes, including but not limited to vacation, call-in, job postings, lay-offs within two (2) calendar weeks of the Employer receiving their request for transfer. Thereafter, their seniority will be established pursuant to Article 9.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 Probationary Period for New Employees

- a) **Except as provided in paragraph d)** newly hired employee(s) with the Employer 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. **At the commencement of and during the probationary period, the Employer shall advise the probationary employee of the standards which they are expected to meet. Employees will also be advised of any deficiencies and adequate time shall be allowed for such deficiencies to be corrected.**
- b) By mutual agreement of the parties, an extension may be granted for up to three hundred and twenty (320) hours worked. **It is agreed that the circumstances warranting the extension, the duration of the extension, and where applicable, the improvements expected by the Employer, must be communicated in writing to the employee prior to the expiration of the original probationary period. A copy shall be forwarded to the Local Union Office.**
- c) 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 unsuitability. The Local Union Office shall be notified, in writing,

of discharge within seven (7) calendar days. **Seniority shall be effective for all purposes including but not limited to vacation, call-in, job postings, lay-offs as per Article 20 and/or Article 9.**

- d) **Where an employee, who is on probation, applies for and is awarded a vacancy as per Article 11.05 or 11.09, or is placed on any additional call-in lists in a different classification, work area, or facility, the employee shall complete a trial period in accordance with Article 11.06. The parties agree that the trial and probationary periods shall run concurrently if the employee successfully completes the trial period. It is further agreed that the provisions of Article 11.06 c) shall apply and in the event that the employee returns to their initial position during the trial period, they shall complete the remainder of the probationary period equal to four hundred and eighty (480) hours less the hours worked in their initial position.**
- e) **An employee shall only serve one (1) probationary period for any period of continuous employment with Extendicare Canada Inc.**

ARTICLE 11 - VACANCIES AND NEW POSITIONS

11.01 Creation of New Classifications or Changes to Existing Classifications

- a) **The parties agree that the current job descriptions are those Provincial Job Descriptions established through the Provincial Provider Group Joint Job Evaluation and/or Maintenance Plan. The Employer will provide, upon request, Joint Job Evaluation Job Descriptions relevant to each facility within Extendicare Canada Inc.**
- b) **Upon the creation of all new classifications, the Employer shall forward all relevant information to the Union and thereafter, the parties will commence negotiations in regards to scope.**
- c) **Upon creation of all new classifications, the Parties agree that the Provincial Provider Group Joint Job Evaluation Maintenance Letter of Understanding, dated and signed October 3, 2003 shall govern in regards to establishing an appropriate rate of pay. Upon completion of the rating process, the appropriate Pay Band shall be applicable and the successful applicant shall receive this rate of pay upon commencing in the position.**
- d) **Where there are any significant changes to the content or qualifications of any existing classifications or positions, the parties agree that the Provincial Provider Group Joint Job**

Evaluation Maintenance Letter of Understanding, dated and signed October 3, 2003 shall govern in regards to establishing an appropriate rate of pay.

- e) Where the Provincial Provider Group Joint Job Evaluation Maintenance Committee undertakes an annual review of jobs, the effective date of any change in Pay Bands will be the 1st Monday following the completion of the review.**
- f) Where a new classification is created provincially and an interim wage rate is established that is greater than the final rate of pay as determined by the Provincial Provider Group Joint Job Evaluation Maintenance Committee the incumbent's pay shall be adjusted to the final rate the 1st Monday following the completion of the review and she/he shall not be required to make retroactive payment to the Employer.**
- g) Where a new classification is created provincially and an interim wage rate is established that is lower than the final rate of pay as determined by the Provincial Provider Group Joint Job Evaluation Maintenance Committee the incumbent's pay shall be adjusted to the final rate the 1st Monday following the completion of the review and retroactive pay shall be effective back to the date the employee commenced in the position.**
- h) Where the rate of pay for an existing classification is adjusted downward by the Provincial Provider Group Joint Job Evaluation Maintenance Committee, the incumbent(s) shall retain their current rate of pay and shall not receive any negotiated wage increases until such time as the pay equity rate of pay for that classification equals or surpasses the incumbent(s) current rate of pay. New hires to the classification shall be paid at the pay equity rate of pay for that classification.**
- i) The Employer agrees that if they intend to introduce a classification(s) contained within the Joint Job Evaluation Provincial Job Descriptions not presently in existence in a facility or department, they shall notify the Union in advance. Such notification shall include, but not be limited to, the Provincial Job Description (identifying required duties), Pay Band and the rationale for introducing the classification.**
- j) The parties agree that no changes can be made to the Provincial Provider Group Provider Group Joint Job Evaluation Plan, the Maintenance Agreement, Factors, Weights, Pay Bands, or any other component of the Job Evaluation Program without the approval of**

the parties to the Provincial Provider Group Joint Job Evaluation Plan.

- k) Should the Provincial Provider Group Joint Job Evaluation Maintenance Committee recommend the creation of Pay Bands beyond Pay Band 21, the parties shall meet to establish the new Pay Bands based on the established point band size and wage line promotion formula.**

11.02 Job Postings

Vacancies or newly established positions shall be posted in areas accessible to all employees within all Extendicare facilities. Job vacancies shall be posted on Tuesdays of each week unless another calendar day(s) for the postings is mutually agreed by the parties. All employees of the Employer 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

- a) Job postings shall include:
- Job classification;
 - Status (full-time/part-time, temporary/permanent);
 - Required qualifications;
 - Pay range **of the applicable Pay Band**;
 - Number of hours and shifts per defined length of rotation for part-time employees;
 - Closing date;
 - **Multi-site** or specific to a facility or a department.

The Employer agrees to be bound by the terms outlined above in filling the posted position **and shall provide a Letter of Appointment as per Article 11.05 d).**

- b) The following **information** shall be included and it is recognized that these conditions may be subject to change **in accordance with the terms of the Collective Agreement**:

- Type of shifts (days, evenings, nights);
 - Date of commencement of the position;
 - Work area or nature of service;
 - **Brief summary of duties required by the job.**
- 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 Multi-Site Positions

Where the Employer determines that there is an operational need which will require an employee(s) to work at more than one (1) site, implementation shall be done in accordance with this Article.

a) Existing Positions

Where established multi-site positions exist, the parties shall meet to identify all such positions. Where the Employer determines that such positions are required under the terms of this Article, paragraph d) shall apply. Any existing Letters of Understanding with respect to multi-site positions shall continue unless the parties agree otherwise.

b) Encumbered Positions

Sixty (60) days notice shall be given to the Union prior to changing an encumbered position(s) which will require an employee(s) to work at more than one (1) site within Extendicare Canada Inc. Such notice of organizational change shall be provided under this Article and Letter of Understanding #10.

c) New or Vacant Positions

The Employer may create a new position or change an existing vacant position which will require an employee(s) to work at more than one (1) site within Extendicare Canada Inc.

d) Negotiations

Prior to implementation as per b) above and/or the posting of a position as per c) above, negotiations between the parties shall occur, including but not limited to:

- i) All affected employee(s) shall have a designated home site;**
- ii) The Employer shall provide worksite and/or departmental orientation as required at all sites;**
- iii) Employee(s) shall pay only those parking costs regularly incurred at their designated home site. Additional parking costs as a result of working at a site other than their designated home site shall not be charged;**
- iv) When employee(s) are required to travel from one (1) worksite to another, such employee(s) shall be compensated for time and travel between the worksites;**
- v) When employee(s) are required to report for work outside of the community of the designated home site, such employee(s) shall be compensated for time and travel from and to either the designated home site or the employee's home, whichever is closer.**

11.05 Filling of Vacancies

New positions or vacancies shall be filled on the basis of 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

- i) 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.**
- ii) Employees may submit a request to transfer to another shift rotation within the master rotation in the same classification and with an equal number of guaranteed hours in his/her work area, department and facility. Such request shall be submitted in writing. Transfer requests must coincide with the posting of a vacancy and be submitted prior to the closing date of the posting as set out in Article 11.03.**

- iii) **Employees who have requested a transfer to another shift rotation as per ii) above, as well as employees who have bid on the vacancy as per i) above, shall be considered applicants for the vacancy.**
- iv) **The vacancy shall be awarded to the senior applicant who possesses the necessary qualifications required to fill the position and the ability to perform the work.**
- v) **Subsequent vacated shift rotations in the master rotation created by a transfer shall be offered to applicants in order of seniority as per iii) above.**

It is agreed that ii) through v) above shall not apply to temporary vacancies.

b) Commencement of Job

Unless mutually agreed otherwise or in extenuating circumstances, an employee selected from the posting procedure shall commence the job:

- **on date of commencement, as stated on the original job posting; or**
- **within six (6) weeks after the closing date on the original job posting.**

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.

Within thirty (30) days of awarding the position, the selected applicant shall receive a Letter of Appointment as set out in paragraph d) below, 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;**
- **Classification;**
- **Pay Range of the applicable Pay Band;**
- **Number of hours and shifts per defined length of rotation;**

- **Position identified as multi-site or specific to a facility or a department.**
- e) If an employee vacates the position within thirty (30) calendar days of the **original** commencement date, the vacated position shall be offered to other qualified applicants from the original posting in accordance with the above provisions. Should there be no other qualified applicant, the position shall be reposted.

11.06 Trial Period

- a) 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. **At the commencement of the trial period, the Employer shall advise the employee of the standards which the employee is expected to meet. During the trial period the employee will be advised of any deficiencies and improvements expected by the Employer.**

If the employee changes from one (1) position to another within the same classification and work area and facility, there shall be no trial period.

- b) **By mutual agreement of the parties, an extension may be granted for up to three hundred and twenty (320) hours worked. It is agreed that the circumstances warranting the extension, the duration of the extension, and the improvements expected by the Employer must be communicated in writing to the employee prior to the expiration of the original trial period. A copy shall be forwarded to the Local Union Office.**
- c) 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 **the Employer determines the employee has not met the expected standards 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 **the Employer determines the employee has not met the expected standards 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 13.04 (Work Schedules) shall not apply.

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

11.07 Rates of Pay

a) Pay on Promotion

When an employee is promoted, the employee shall be advanced to the hourly rate in the applicable Pay Band of the higher paid classification 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 is less than or equal to the employee's next normal increment in the highest Pay Band.

b) Pay on Demotion

When an employee is demoted, the rate of pay shall be maintained where such hourly rate exists in the new Pay Band of the lower paid classification. Where such hourly rate does not exist in the new Pay Band, the hourly rate shall be reduced to the hourly rate in the new Pay Band which is the step next below the employee's highest current hourly rate.

c) Pay For Work in Same Pay Band

Employees who are employed in the same classification or in different classifications **within** the same Pay **Band**, with the Employer, shall be paid at the same step in the applicable **Pay Band based on the employee's highest current hourly rate.**

d) Pay for Work in Multiple Classification(s) and Pay Band(s)

Employees who are employed in more than one (1) classification where different Pay Bands apply shall be paid in accordance with the provisions of Article 11.07 a) and b) above, notwithstanding that the employee remains employed in both classification(s).

11.08 Temporary Work Assignment

a) The Call-In System shall be utilized prior to any Temporary Work Assignment with the following exceptions:

- i) Where a shift commences and immediate replacement is required, a temporary work assignment may be utilized to provide interim replacement until such time as replacement through the Call-In System can be completed, provided the employee is being called in for hours equal to or greater than the minimum report; or
- ii) Where the hours to be worked are less than the minimum report; or

- iii) **Where no call-in list exists; or**
 - iv) **Where mutually agreed otherwise.**
- b) 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 at the same classification, at a higher classification, or at a lower classification.
- c) **Working at a Higher Paid Classification**
- An employee temporarily assigned to perform **the** duties of a higher paid classification, within the bargaining unit, shall be paid in accordance with Article 11.07 a) (Pay on Promotion).
- d) **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.

11.09 Temporary Vacancies

Temporary vacancies of three (3) months or longer shall be posted subject to the posting provisions identified in Article 11, **and** first preference shall be given to applicants from the facility where the vacancy exists. **Where such temporary vacancies are** not filled within the facility, **the vacancies** shall be posted in all Extendicare facilities **and awarded on a seniority basis. The Employer reserves the right to post simultaneously within the facility and all other Extendicare facilities.**

Temporary vacancies of nine (9) months or longer shall be posted in all Extendicare facilities. All employees within the Extendicare facilities shall be eligible to apply for vacancies posted on this 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 11.10 (Call-In System) **where a call-in list is in place, or otherwise the vacancies shall be posted.**
- 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 13.04 (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.

11.10 Call-In System

a) 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.

b) Part-time/Casual Employees

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.

Part-time employees who perform call-in work outside their home department and classification will be considered as casual employees.

c) **Procedure**

The parties therefore agree that the following provisions shall apply to all allocation of such work:

- 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 perform call-in work **while on:**
 - Absence(s) covered by W.C.B. and/or D.I.P and/or *The Automobile Accident Insurance Act.*
 - **An approved Leave(s) of Absence (paid and unpaid), except as provided for in 15.02 Maternity Leave, Article 15.03 Adoption Leave, Article 15.04 Parental Leave, or Article 15.12 Education Leave;**
 - Vacation **Leave;**
 - **Sick Leave.**
- iii) **Subject to Article 11.10 c) vi) Call-In List Eligibility,** employees **must fill out one (1) prescribed Pro-Forma Call-In Work Availability form for each call-in list where the employee performs call-in work. The Employer shall make such forms available.** The form shall indicate:
 - a) **The job classification(s);**
 - b) Availability and amount of notice required for additional work;
 - c) Length and type of shift desired;
 - d) Agreement to waive **double regular** rate, as specified in **Article 13.15 of the Collective Agreement; and**
 - e) **If the employee works in other department(s) he/she shall attach a copy of their regularly scheduled hours.**

Any changes to the content of the Pro-Forma Call-In Work Availability Form shall be made through mutual agreement between the Union and the Employer.

Effective _____: An employee must fill out a Pro-Forma Call-In Work Availability Form for each call-in list which they are on. Where such form is not submitted, the employee shall not be offered call-in work specific to that call-in list.

iv) Revisions to Pro-Forma Call-In Work Availability Form

Employees may revise or amend their Pro-Forma Call-In Work Availability Form quarterly. Such revisions shall take effect on the following dates: February 1st, May 1st, August 1st and November 1st. Such revisions shall be submitted no less than twenty-one (21) days prior to the effective revision dates.

In addition to the dates specified above, employees may revise or amend their Pro-Forma Call-In Work Availability Form(s) under the following circumstances:

- **When an employee accepts a permanent part-time position that affects their availability; or**
 - **When an employee accepts a temporary position that affects their availability.**
- 1) When an employee returns upon the expiration of a temporary position or under the provisions of the trial period, the employee's availability for call-in shall be as set out in their prior Availability Form and shall take effect immediately.**
 - 2) Where the temporary position is for a defined term, the employee shall be eligible for call-in based on their prior Availability Form for work that becomes available beyond the end date.**
 - 3) Where the term of the temporary position is indefinite and the employee is notified of the date of conclusion of the term, the employee's availability for call-in shall be as set out in their prior Availability Form immediately upon receipt of such notice.**

Short-term periods of unavailability (one (1) week or less) are for unexpected events that could not have been foreseen when the Pro-Forma Call-In Work Availability Form was completed. Short-term requests for absences from call-in availability shall be submitted in writing. Employees wanting time away from the workplace for vacation should request this time away in accordance with Article 16.02.

v) 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.

vi) **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. In the absence of such agreement, employees shall be eligible to have their names on three (3) call-in lists.

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. **Employees seeking call-in work shall make advance written application to the Department Director or designate and shall indicate their qualifications and specific training.**

An employee on a call-in list who has not worked for one hundred and eighty (180) consecutive calendar days shall be removed therefrom. **The Employer shall provide written notification to the employee of such removal, with a copy to the Local Union Office. In the event that an employee has not been called to be offered work within the one hundred and eighty (180) day period, the employee shall not be removed.**

New employees shall be included on the call-in list based upon their date of hire, until such time as their seniority has been established pursuant to Article 9. In the event that the date of hire is the same for two (2) or more employees, call-in placement shall be determined by earliest month of birth.

vii) **Hours of Work and Days Off**

Unless overtime is paid in accordance with Article 13.07, employees cannot work in excess of eight (8) hours per day or one hundred and

twelve (112) 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 (112) hours per three (3) week period **unless covered by an extended shift agreement**, or if they will not have **eight (8)** consecutive hours of rest.

When employees work in the bargaining unit under the provisions of an extended shift agreement and in another department with regular hours of work, their call-in availability shall be determined in accordance with Article 13.04 h).

viii) Hours of Rest

After completing a shift, employees must have eight (8) consecutive hours of rest before commencing their next shift. Notwithstanding the above, in the event an employee works more than one (1) shift in a day, not exceeding a total of eight (8) hours, the employee shall receive eight (8) consecutive hours of rest before commencing their next shift.

ix) **For the purpose of applying paragraphs vii) and viii) above, the definition of a day shall mean the period commencing at 0001 hours and ending at 2400 hours.**

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

First (1st) preference shall be given to qualified part-time employees within their home department and classification. Second (2nd) 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. Only one (1) enhancement of hours shall be offered **per** twenty-four (24) hour period, **in the**

circumstances where work becomes available within twenty-four (24) hours notice.

b) 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.

c) **It is agreed that Call-In Postings may be utilized in accordance with Article 11.10 Call-In Postings.**

xi) Employees cannot give up shifts in a department and classification to work in another department or classification.

Except as otherwise provided **in this Article**, 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.

xii) 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, the Union shall forthwith be provided with a copy of the applicable call-in list.

xiii) 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 to the Employer or designate 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.

xiv) Where an employee is consistently unavailable for call-in work, the Employer shall meet with the employee and the Union to advise that the Pro-Forma Call-in Work Availability Form has not been met. The parties shall review with such employee whether the employee continues to be available for future call-in. As a result of such meeting the Employer

may take appropriate actions including: Amendments to the employee's Pro-Form Call-In Work Availability Form for the current and/or following quarterly period; or movement to the bottom of the call-in list for the current and/or following quarterly period.

- xv)** 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.
- xvi)** The parties acknowledge that matters contained herein require their full co-operation 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.
- xvii)** 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.

11.11 Call-In Postings

The purpose of Call-In Postings is to ensure service continuity in the absence of permanent staff through a process of consolidating replacement hours of work. The parties agree that this Article shall operate in concert with Article 11.10 Call-In System.

- a) Where predictable absences within a department and classification can be consolidated into a period of three (3) consecutive weeks or longer, the Employer may choose to utilize the Call-In Posting process in accordance with this Article. Call-In Postings shall not exceed the time periods set out in Article 11.09 for temporary vacancies. Should the Employer choose not to utilize the Call-In Posting process, such shifts shall be filled in accordance with Article 11.10 Call-In System.**
- b) Call-In Posting Process**
 - i) Individual, available shifts shall first be offered on the basis of seniority to part-time employees on the call-in list within their department and classification.**

ii) **The Employer may post a Call-In Posting, after the available shifts have been offered as per i) above, and the remaining shifts can be consolidated into a block of work such that:**

- **The block of work is a minimum of three (3) consecutive weeks; and**
- **The minimum Full-Time Equivalent (FTE) is zero point two (0.2).**

Call-In Postings shall be posted in the department on the Tuesday of any given week for duration of no less than forty-eight (48) hours.

Only employees who are casual on the call-in list specific to the posting shall be eligible to apply with the following exceptions:

- **Employees cannot give up shifts in another department;**
- **Casual employees within the department specific to the posting cannot give up shifts already offered and accepted under Article 11.10, unless the total hours contained in the Call-In Posting are greater than the hours currently scheduled or accepted for the period of the Call-In Posting;**

At the time of application, the casual employee must be able to accept all shifts contained in the Call-In Posting. Notwithstanding the above, the parties may agree to delay the commencement of the Call-In Posting in order to accommodate the scheduling provisions of the Collective Agreement. Such agreement shall not be unreasonably withheld. Further, and notwithstanding the provisions of Article 11.10 Call-In System, the parties may agree to allow an employee to waive the weekends off rate specified in Article 13.15, on a one-time basis, in the application of this Article and for the purposes of accepting all shifts contained in the Call-In Posting.

iii) **If there are no successful applicants for the Call-In Posting, Article 11.10 shall be utilized.**

c) **Existing practices shall continue where the Union and the Employer mutually agree. Such practices shall be agreed to in writing**

supplementary to this Agreement and shall be subject to termination by either party.

11.12 Special Classification Adjustments

Except where otherwise agreed between the Union and Employer, an employee whose salary is upgraded as a result of negotiations shall be advanced to that step in the scale which is commensurate with the seniority hours in the job classification. There shall be no change in the employee's anniversary date or increment date.

Upon implementation of an agreed to gender neutral job evaluation plan, this sub-clause will cease to have application.

ARTICLE 12 - LAY-OFF AND RE-EMPLOYMENT

12.01 Lay-off

A lay-off shall be defined as a reduction in staff or a reduction in the hours of work of any full-time or part-time employee. Lay-off 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 Lay-off

Prior to any public announcement or public discussion, the Employer, insofar as is reasonably possible, will advise the Union where lay-offs may be contemplated which will affect the bargaining unit. The Employer shall provide fourteen (14) calendar days notice to the Union prior to issuing initial notice of lay-off to affected employees. With the notification to the Union, the Employer shall provide all relevant information including but not limited to:

- a) The work area where the initial notices of lay-off will be issued;**
- b) The number of FTE's affected;**
- c) The number of actual positions affected;**
- d) The job classifications of employees to be laid off; and**
- e) As soon as the information is available, the names of the affected employees.**

All employees affected by lay-off shall receive written notice of lay-off.

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

The initial lay-off notice, as established by the Employer, shall be the start date. Employees who are in receipt of the initial lay-off 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 **or displaced** 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 **job** 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 Pool**

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 lay-off 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:

- 1) To exercise bumping rights **in accordance with Article 12.04;**
- 2) To accept reduced work hours **within their position;**
- 3) To accept lay-off and work as a casual employee, under the terms of Article 11.10, in the **job** classification, and work area/service/department from which the employee was laid off;

- 4) **To accept lay-off and be eligible for re-employment in accordance with Article 12.11, 12.12 and 12.13 for a period of time not to exceed thirty-six (36) months.**
- 5) To terminate all employment from all **facilities** within Extencicare Canada Inc. and accept severance based on seniority hours divided by one thousand nine hundred and forty-eight point eight (1948.8) times forty (40) hours times the rate of pay applicable to the position where the lay-off actually occurred **and calculated on the date on which the lay-off becomes effective. Following termination, an employee shall be eligible to access their pension benefits in accordance with the terms of the pension plan.**
- 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 employee from their position shall be provided with an opportunity to visit the worksite 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 the 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 **job** classification in the work area/service area/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 **job** classification specified in Article 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 **least senior** employee in the **job** classification and work area/service area/department.
- b) A laid off or bumped employee may exercise seniority within the same occupation at any alternate facility with the Employer provided they have the necessary qualifications required to fill the position and the ability to perform the work subject to the following:
- i) **For the purposes of Article 12.04 b), same occupation shall be defined as either the same job classification or similar job classification where the core duties and qualifications are similar in nature;**
 - ii) **An employee shall choose to exercise seniority into either a full-time or part-time position within the same occupation as defined in Article 12.04 b) i). Within the options available and after making a selection of the number of hours per rotation (FTE), the employee shall bump the least senior employee with the number of hours per rotation (FTE) that the employee has chosen; and**
 - iii) **Where more than one (1) employee opts to exercise seniority within the same job classification at any alternate facility the least senior of such employees exercising seniority shall bump the least senior employee with the number of hours per rotation selected, and so on. This principle shall govern accordingly.**
- c) **Where a facility closure occurs within Extendicare Canada Inc. and an employee is laid off as a result, such employee may exercise seniority as per Article 12.04 a) or b) above based upon the following parameters:**
- i) **Employees shall choose to bump into a higher paid, lower paid or same paid job classification in one (1) facility 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 selected facility or alternatively, exercise their option under Article 12.04 b);**
- iii) **Prior to determining the facility, into which the laid off or displaced employees will bump, the Employer shall provide facility-based seniority lists for each location within Extendicare Canada Inc., sorted by classification and status;**
- iv) **After the employee chooses a facility as per i) above, the employee shall be entitled to information accessible as per Article 12.03 d). 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 least senior employee in the job classification and work area/service area/department.**

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.

The parties may agree to review any potential voluntary reduction in hours and/or lay-offs with the employees within the job classification and the facility. Where a voluntary lay-off is agreed upon, the options under Article 12.03 b) ii) shall be limited to items 2, 3, 4 or 5.

12.06 Reporting

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

12.07 Notice of Lay-off Cancelled

An employee who has selected an option in accordance with Article 12.03 b) **to exercise bumping rights or to accept reduced work hours** 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 lay-off notice and will move to their new position as soon as possible as determined by the Employer. However, such employees shall maintain their pre-lay-off 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 lay-off.

12.10 Trial Period Upon Displacement

Employees who exercise their seniority rights to bump another employee in the same **job** classification, **work area and facility** shall not be required to serve a trial period. **Employees who exercise their seniority rights to bump another employee in a different job classification, work area or facility shall be required to serve a trial period of three hundred and twenty (320) hours worked. During the trial period, if, in the opinion of the Employer, an employee is demonstrably incapable/unsuitable for the position, or at the employee's request, the employee shall be placed on lay-off in accordance with Article 12.03 b) ii) and shall be eligible to access options 3, 4, or 5.**

12.11 Rights of Employees On Lay-off

Employees who receive lay-off notice and **select to accept lay-off** or 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 lay-off. **Employees shall remain eligible to accept severance, as provided for in Article 12.03 b) ii) 5) at any time during this thirty-six (36) month period.**

12.12 Rights of Employee Upon Re-Employment

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

Employees who are re-employed after lay-off 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 lay-off, 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 lay-off status. Work performed in the trial period will not cause the extension of the original thirty-six (36) month lay-off period.

12.14 Provision for Amendment

It is recognized by the parties that certain provisions set out in this Article may be amended or expanded subject to negotiations on a local basis.

12.15 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) Standard Application

- i) Normal full-time hours of work shall be one hundred and twelve (112) hours in a three (3) week period divided into shifts of eight (8) consecutive hours (exclusive of a specified meal period) calculated from April 17, 2000. Hours worked in excess of the above-stated hours shall be classed as overtime and paid at overtime rates of pay.

For the purposes of calculating eight (8) hours per day or one hundred and twelve (112) 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.

- 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.

- b) 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

Except as otherwise provided for in Article 11.10, 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) **A master rotation shall be developed and maintained by all departments within each facility containing all guaranteed hours for all classifications.**
- b) Provisional work schedules **based upon the Master Rotation in the worksite** 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.
- c) Employees shall notify the Supervisor in writing in advance of trading equal **hours of work** between themselves. Deviation from the posted schedule, which results from employees trading **such hours** with other qualified employees, shall not be subject to the overtime provisions.
- d) When an employee is required to change their shift from the posted and confirmed **work** schedule, as a result of an Employer directive, the

employee shall be paid a premium 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 (1st) four (4) shifts so changed.

- 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 her/his shifts cancelled without any notice and without any cost to the Employer;
- g) When an employee returns unexpectedly from any leave **listed below**, the employee scheduled to work the relief assignment shall have her/his shifts cancelled without any notice and without any cost to the Employer;
 - i) **Article 15.03 Adoption Leave;**
 - ii) **Article 15.04 Parental Leave;**
 - iii) **Article 15.05 Family Illness Leave;**
 - iv) **Article 15.06 Pressing Necessity;**
 - v) **Article 15.07 Medical Care Leave;**
 - vi) **Article 15.08 Bereavement Leave;**
 - vii) **Article 15.09 Union Leave;**
 - viii) **Article 15.13 Paid Jury or Court Witness Leave;**
 - ix) **Article 15.15 Compassionate Care Leave;**
 - x) **Article 24.01 Sick Leave;**
 - xi) **Article 24.02 *The Automobile Accident Insurance Act* Benefit Coverage;**
 - xii) **Article 25 Workers' Compensation; or**
 - xiii) **Article 26.01 Disability Income Plan.**

When an employee returns from a leave listed below, the returning employee shall be required to provide notice of no less than two (2) calendar weeks in advance of the actual week being worked as defined in Article 13.04:

- i) **Article 15.01 General Leave;**
- ii) **Article 15.10 Leave for a Union Position;**
- iii) **Article 15.11 Election to Professional Association;**
- iv) **Article 15.12 Education Leave; or**
- v) **Article 15.14 Leave for Public Office.**

When an employee returns from a leave under Article 15.02 Maternity Leave the employee scheduled to work shall have his or

her shifts cancelled with the two (2) weeks notice and without any cost to the Employer.

- h) By mutual agreement, the parties may negotiate extended shift agreements supplementary to this Agreement. **For the purpose of determining maximum hours of work during the averaging period for employees working in departments with an extended shift agreement, the hours of work within the employees' home department shall apply.**
- i) Employees scheduled for shift rotation shall have shifts rotated as equally as possible relative to other employees on the ward or unit. At the request of the employees on a ward or unit, and where the preference of the employees is such, the objective shall be for employees to rotate only between two (2) shifts.
- j) 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;
- k) Split Shifts

Split shifts will only be implemented with prior mutual agreement between the Employer and the Union.
- l) **Where a change in the Master Rotation occurs, employees shall have the right to select a shift rotation within the same status, guaranteed hours and classification, on the basis of seniority.**

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 (2) 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

- a) One (1) unpaid meal period of 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). Where an employee is working a shift of less

than five and one-half (5 ½) hours, an unpaid meal period shall not be scheduled, unless by mutual agreement between the Employer and the Union. In the event the employee is **required to work during the scheduled meal period, or required to stay on the premises during the meal period**, such time shall be provided later in the shift or, paid at the applicable **overtime rates if such time cannot be rescheduled**.

Notwithstanding the above, the Employer and the Union may negotiate alternate local agreements where employees are required to remain on the premises.

- b) **Employees who work overtime continuous with the shift being worked shall be afforded the right to access an unpaid meal period where such overtime is equal to or greater than four (4) hours duration.**
- c) It is agreed and understood that current practices will be maintained regarding meal periods in excess of a one-half (½) hour period.

13.07 Overtime

- a) All hours worked in excess of those stated in Article 13.01 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 (1st) 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 **met**.
- 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/her 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 (2X) the regular rate.
- c) **Employees who work overtime on their scheduled day(s) off, including vacation, time off in lieu and stat off days, shall be paid at the rate of double (2X) the regular rate of pay for all hours so worked. Where an employee is offered overtime during vacation, time off in lieu or stat off days and accepts such overtime, the vacation dates, time off in lieu or stat off dates will not be rescheduled but will be paid. Where Article 13.09 is invoked, the employee shall have the vacation dates, time off in lieu or stat off dates rescheduled. Employees who do not wish to be called for**

overtime while on vacation, time off in lieu or stat off dates shall indicate their unavailability, in writing, to their Supervisor.

- d) 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 **subject to the following:**
 - **Overtime shall not be worked by employees while absent and receiving benefits under *The Workers' Compensation Act* and/or the Disability Income Plan and/or income replacement under *The Automobile Accident Insurance Act*.**
 - **No employee shall be permitted or required to work in excess of sixteen (16) consecutive hours.**
 - ii) In the event that the overtime being worked is of a duration that is less than **or equal to** 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.
- e) 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.

In departments where standby assignment is required, the Employer shall establish a reasonable rotation for such assignment.

b) 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.

c) Standby payment shall be in addition to any call-back compensation.

d) Standby Payment

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

i) Two dollars and nineteen (\$2.19) cents per hour for each hour on standby on a regular working day with a minimum payment for eight (8) hours;

ii) Four dollars and twelve (\$4.12) cents per hour for each hour on standby on days off and Statutory Holidays with a minimum payment for eight (8) hours.

e) **Upon assignment to standby, all employees may request and shall have access to either a pager or a cell phone provided by the Employer.**

13.11 Call-Back

a) Call-Back After Completion of Shift

Any employee who is called back to work after having completed **their** regular work schedule, and having left the **work** 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 (2nd) 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

Any employee who **is** called back to work between the hours of 2400 (midnight) and 0700 hours or on Statutory Holidays shall be paid at the rate of double (2X) the regular rate of pay for all hours so worked with a minimum of two (2) hours at the rate of double (2X) 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

Any employee who is called back to work on their scheduled day or days off shall receive double (2X) the regular rate of pay for such day or days off worked.

d) Call-Back During Vacation

Any employee who is called back and required to report to work on their vacation **date(s)** shall be paid at the rate of double (2X) the regular rate of pay for all hours so worked **with a minimum of two (2) hours at the rate of double (2X) the regular rate.** Such vacation **dates** so **displaced** shall be rescheduled.

e) Any employee who is called back to work under Article 13.12 a), b), c) or d) and requires transportation, will use either the taxi company designated by the Employer and will charge the return fare to the Employer, or where an employee is required or chooses to use their own mode of transportation, they shall be reimbursed in accordance with Article 13.12.

13.12 Transportation Allowance

EFFECTIVE the date of signing the Collective Agreement:

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-nine point seven one cents (\$0.3971)** per kilometre with a minimum of three dollars and fifty cents (\$3.50) 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-nine point seven one cents (\$0.3971)** per kilometre with a minimum of three dollars and fifty cents (\$3.50) per round trip. The above arrangements may be altered by mutual agreement between the Union and the Employer.

c) Effective **January 1, 2007**, the transportation rate shall be adjusted (increased or decreased) to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI) for **October 2006** over **July 2006**. The

adjustment percentage will be rounded off to the nearest one hundredth (1/100) of one per cent (1%). The amount of adjustment yielded by the procedure shall be rounded to the nearest one hundredth (1/100) of one cent (**\$0.001**).

Further reviews will be done according to the following table:

<u>REVIEW PERIOD</u>	<u>EFFECTIVE DATE</u>
October 2006 over July 2006	January 1, 2007
January 2007 over October 2006	April 1, 2007
April 2007 over January 2007	July 1, 2007
July 2007 over April 2007	October 1, 2007

Further reviews will continue every three (3) months following the above periods.

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.

Effective April 1, 2006, increase the shift premium from seventy cents (\$0.70) per hour to one dollar and fifteen cents (\$1.15) per hour.

Effective April 1, 2007, increase the shift premium from one dollar and fifteen cents (\$1.15) per hour to one dollar and fifty cents (\$1.50) per hour.

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.

Effective April 1, 2006, increase the weekend premium from thirty cents (\$0.30) per hour to sixty cents (\$0.60) per hour.

Effective April 1, 2007, increase the weekend premium from sixty cents (\$0.60) per hour to one dollar and twenty-five cents (\$1.25) per hour.

13.15 Weekends Off

Insofar as possible, within established staffing patterns, employees shall be scheduled for weekends off on an equitable basis. Employees shall

not be scheduled to work more than two (2) consecutive weekends. Employees required to work on the third (3rd) Saturday and/or Sunday or the designated weekend off shall be paid double (2X) his/her regular rate for all hours worked on the third (3rd) Saturday and/or Sunday or the designated weekend off. Double (2X) the regular rate shall be paid for that weekend (Saturday and/or Sunday) which caused the third (3rd) consecutive weekend to be worked, except where it is mutually agreed otherwise between the Employer and the Union.

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.

13.17 Telephone Consultation

An employee, who after leaving work, receives a work-related telephone call to provide off-site assistance and which does not involve a return to the workplace shall be paid **for one-half (½) hour at his/her regular rate of pay** for calls less than **one-half (½) hour in duration**. **Should a phone call or series of phone calls extend beyond one-half (½) hour, the employee shall be paid** for each one-half (½) hour or portion thereof at **his/her** regular rate of pay.

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	Saskatchewan Day
Good Friday	Labour Day
2 nd Monday in June	Thanksgiving Day
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing 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 **Statutory Holiday**.

- 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 13.04.

b) All Other Than Full-Time Employees

- i) Who do not work on a Statutory Holiday shall receive time off with pay in lieu of Statutory Holiday pay calculated on the basis of the following formula, whichever is the greater:

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, Statutory Holiday pay for the average number of hours worked on those days;

OR

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 shall receive time off with pay in lieu of Statutory Holiday pay, calculated in accordance with either of the above formula (whichever is greater).
- iii) The parties agree that such time off in lieu, in accordance with Article 14.03 b) i) or Article 14.03 b) ii) shall be maintained in a bank and, after having received confirmation that the employee has accumulated eight (8) hours, such time shall be paid out in a three (3) week period where the employee has been paid or scheduled one

hundred and four (104) hours or less. Such time shall be paid as follows:

- a) In the three (3) week period preceding the date of confirmation of accumulation of eight (8) hours; or
- b) If the employee has paid hours of one hundred and four (104) or greater in the preceding three (3) week period referred to in a) above, the accumulated eight (8) hours shall be paid in the first three (3) week period in which the employee is not scheduled for greater than one hundred and four (104) **hours**.

The designated three (3) week period in which the hours are paid shall be reduced by eight (8) hours for each Statutory Holiday off in accordance with Article 13.01.

In no event shall an Other Than Full-Time employee earn accumulated time in excess of eleven (11) days per calendar year.

- iv) **Where the parties agree otherwise and other than full-time employee(s) receive statutory holiday pay calculated on the basis of the formula contained in Article 14.03 (b) i) during the three (3) week period in which the holiday occurs, such agreement shall be in accordance with Letter of Understanding #17.**

14.04 Christmas and New Year's Day Off

Except where otherwise agreed between the Union and the Employer, 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 Human Resources 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. An employee must make written application 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 eighteen (18) months.

If an employee's original request for maternity leave was less than eighteen (18) months, she shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed eighteen (18) 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 lay-off, she shall be afforded access to the provisions of Article 12 (Lay-Off 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

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 any health-related absence relative to the pregnancy (either during or after) while she continues employment with the Employer.

- f) **An employee on maternity leave may provide notification to the Employer of their availability for work under the provisions of Article 11.10 within their department and/or classification. For the purposes of Article 11.10, all such employees will be treated as casual employees throughout the period of the maternity leave.**

15.03 Adoption Leave

- a) Upon request, an employee shall be granted up to eighteen (18) months leave of absence without pay for legal adoption purposes. In the event an employee on adoption leave is affected by lay-off, the employee shall be afforded access to the provisions of Article 12 (Lay-Off and Re-Employment).
- b) **An employee on adoption leave may provide notification to the Employer of their availability for work under the provisions of Article 11.10 within their department and/or classification. For the purposes of Article 11.10, all such employees will be treated as casual employees throughout the period of the adoption leave.**

15.04 Parental Leave

- a) Upon request, an employee whose spouse is expecting a child shall be granted up to thirty-seven (37) 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 lay-off, the employee shall be afforded access to the provisions of Article 12 (Lay-Off and Re-Employment).
- b) **An employee on parental leave may provide notification to the Employer of their availability for work under the provisions of Article 11.10 within their department and/or classification. For the purposes of Article 11.10, all such employees will be treated as casual employees throughout the period of the parental leave.**

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 attention of the employee. When requesting family illness leave, employees will be expected to identify the family member who is ill, the general nature of the employee's involvement and the amount of time that is required.

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, which have not yet been scheduled for the purpose of such leave.

15.07 Medical Care Leave

Employee shall endeavour to schedule medical appointments and/or the maintenance of personal health care outside of scheduled work time. In the event the employee is unable to do so, the employee may be granted time off with pay **to attend to such appointment(s)**. Such time off shall not exceed sixteen (16) working hours per fiscal year, except in extenuating circumstances. **Where extenuating circumstances exist, such time in excess of sixteen (16) hours shall be deducted from sick leave credits.** 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, **except where a casual is working in a temporary part-time or full-time position.**

15.08 Bereavement Leave

- a) The purpose of bereavement leave is to provide a period of absence from the workplace from the date of death up to and including **two (2) days after** the funeral.
 - i) In the event of the death of a parent, spouse, brother, sister, child, common-law spouse, former guardian, fiancé, **grandchild** 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; or
 - ii) 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, grandparent-in-law, niece or nephew the employee shall receive time

off without loss of pay and benefits to a maximum of two (2) days based on their scheduled shifts; or

- iii) In the event of the death of another person not specified in i) or ii) above with whom the employee has had a relationship and 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.
- b) Where an employee is required to travel over five hundred (500) kilometres one way to attend the funeral the employee shall receive a maximum of two (2) additional days leave without loss of pay and benefits based on their scheduled shifts. Such leave shall be continuous with the leave as defined in paragraph a).
- c) 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 designated employees shall be granted leaves of absence without pay to attend to Union business:

- a) Such request must be submitted in writing to the Employer at least **seventy-two (72) hours** 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.
- b) 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 **SHEPP** contributions or equivalent;
 - v) Employer's share of Group Insurance premiums;
 - vi) Employer's share of Disability Income contributions;

- vii) Workers' Compensation premiums; **and**
 - viii) **Extended Health and Enhanced Dental premiums.**
- c) On leaves of absence of more than one (1) **continuous** 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 **b)** an appropriate amount for the following benefits:
- i) Annual vacation;
 - ii) Sick leave, and
 - iii) Statutory Holiday.
- d) An employee who is elected or selected for **an** Executive position with the Union or any labour body with which the Union is affiliated, shall be granted **Union leave** for the term of office.

15.10 Leave for a Union Position

An employee who accepts employment with the Union or any body with which the Union is affiliated shall be granted a **Union leave for** up to twelve (12) months **in accordance with Article 15.09.**

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. All employees on education leave of absence status may provide notification to the Employer of their availability for **work under the provisions of Article 11.10** within their department and/or classification. For the purposes of Article 11.10, all such employees will be treated as casual employees throughout the period of the education leave.

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.

The hours paid for part-time and casual employees on paid jury leave shall be calculated in accordance with Article 24.05.

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 Compassionate Care Leave

The purpose of compassionate care leave is for the employee to access time away from work, without pay, to provide care or support to a gravely ill family member with a significant risk of death. Such leave shall be granted in order to ensure that the employee has access to the Federal Compassionate Care Benefit Program. The employee may also request vacation, Statutory Holidays, time off in lieu or unpaid time off as required.

15.16 Benefit Accrual

An employee shall be entitled to earn sick leave, calculation of increment entitlements, vacation leave and Statutory Holidays for the first (1st) thirty (30) consecutive calendar days of an unpaid leave of absence.

ARTICLE 16 - VACATION

16.01 Vacation Year

"Vacation Year" means the twelve (12) 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.

16.02 Vacation Period and Posting

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

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. Vacation requests after this date shall be governed on a

first-come, first-serve basis **and the Employer shall provide a response within seven (7) days. The Employer agrees to give reasonable consideration to all requests submitted with less than seven (7) days notice.**

- i) **The Employer shall post any guidelines that will be relied upon in responding to employee requests for vacation dates or periods.** 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 cut-off date of June 30th of each year;
- ii) For vacation dates or periods during the month of April, such requests must be made by March 1st and confirmation must be given by March 15th;
- iii) Employees will indicate their choices of dates for the vacation year by April 15th. Up to a maximum of four (4) choices of dates or periods will be granted by seniority;
- iv) 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;
- v) In cases where all vacation has not been scheduled in accordance with i), ii), and iii) above, a second (2nd) posting of unexpended vacation credits will occur by December 1st to allow employees to schedule unexpended vacation credits for use by June 30th. Employees will indicate their choices of dates for usage or submit their request for deferral by December 15th. This second (2nd) vacation schedule shall be posted by January 15th of each year. Unscheduled vacation after this second (2nd) posting must be scheduled by mutual agreement between the employee and the Employer.

16.03 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.

16.04 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 16.06. It is understood between the parties that an employee is entitled to a vacation period of three (3), four (4), five (5), or six (6) weeks, dependent upon the employee's accumulated years of employment, in addition to the vacation pay stipulated **below**.

16.05 Accrual and Credits

- a) Vacation credits shall be earned on the following basis:
 - i) During the first (1st) and subsequent years, including the fifth (5th) year of continuous employment, at the rate of one and one-quarter (1 ¼) days per month worked (to a maximum of fifteen (15) working days per year);
 - ii) During the sixth (6th) and subsequent years, including the sixteenth (16th) year of continuous employment, at the rate of one and two-thirds (1 2/3) days per month worked (to a maximum of twenty (20) working days per year);
 - iii) During the seventeenth (17th) and subsequent years, including the twenty-ninth (29th) year of continuous employment, at the rate of two and one-twelfth (2 1/12) days per month worked (to a maximum of twenty-five (25) working days per year);
 - iv) During the thirtieth (30th) and subsequent years of continuous employment, at the rate of two and one-half (2 ½) days per month worked (to a maximum of thirty (30) working days per year).

Effective April 1, 2007, an employee shall accrue annual vacation credits on the following basis:

- i) **During the first (1st) and subsequent years, including the third (3rd) year of continuous employment, at the rate of one and one-quarter (1 ¼) days per month worked (to a maximum of fifteen (15) days or one hundred and twenty (120) hours per year);**
- ii) **During the fourth (4th) and subsequent years, including the fourteenth (14th) year of continuous employment, at the rate of one and two-thirds (1 2/3) days per month worked (to a**

maximum of twenty (20) days or one hundred and sixty (160) hours per year);

- iii) During the fifteenth (15th) and subsequent years, including the twenty-fourth (24th) year of continuous employment, at the rate of two and one-twelfth (2 1/12) days per month worked (to a maximum of twenty-five (25) days or two hundred (200) hours per year);**
- iv) During the twenty-fifth (25th) and subsequent years of continuous employment, at the rate of two and one-half (2 ½) days per month worked (to a maximum of thirty (30) days or two hundred and forty (240) hours per year).**

- b) 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;
- c) Continuous service shall be calculated from the last date of hire.

As of November 4, 2002 employees who currently have more than one (1) accrual rate with the Employer shall accrue vacation at their highest rate of accrual.

- d) An employee not having completed a full year of service prior to the beginning of the vacation year in any year shall earn vacation credits, as specified in Article 16.05 a), on a pro-rata basis.

16.06 Vacation Pay

- a) An employee shall receive the greater of vacation pay calculated as follows:

- i)

Vacation Credits		Employee's regular			
Earned in accordance	X	rate of pay at the	=	Vacation	
with Article 16.05		time of taking vacation		Pay	

OR

- ii) Effective May 1, 1996, 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.

- 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.
- d) 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 Displacement of Vacation

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

- a) **Bereavement** leave; or
- b) **Sick leave which results in** hospitalization; or
- c) **An** other approved leave of absence; or
- d) **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) **Sick** leave immediately prior to commencing his/her 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.

16.08 Unbroken Vacation Period

Employees shall be entitled to take their vacation in a broken or an unbroken period. 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.

16.09 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.

16.10 Deferral of Vacation Credits

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 vacation credit deferment. The application shall indicate when the deferred vacation is preferred to be taken. Seniority rights for deferral of accumulated vacation credits may be lost where such vacation would interfere with the normal operation of the facility or the right of others.

16.11 Access to Vacation Credits

Effective January 1, 2002, an employee shall have access to their vacation credits as earned. Seniority rights for access to vacation credits may be lost where such vacation would interfere with the normal operation of the facility or rights 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%) per cent 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, less the first (1st) thirty (30) consecutive calendar days.

- 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 (½) increment on the completion of nine hundred and seventy-four point four (974.4) regular hours (one thousand nine hundred and forty-eight point eight (1948.8) hours/year) or one (1) year, whichever occurs later. On completion of one thousand nine hundred and forty-eight point eight (1948.8) hours, the employee shall receive the first (1st) 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 for the first (1st) thirty (30) consecutive calendar days;
 - Absence while on W.C.B.;
 - Union leave.
- d) Employees who work in more than one (1) classification where different Pay **Bands** 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 paid at the step in the applicable Pay Band at which the employee was being paid when the employee last occupied that job classification.**

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 **step of the applicable Pay Band set out below** in accordance with the following:

- a) Less than one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at Step 1 (start);
- b) One (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at Step 2 (one (1) year);
- c) Two (2) years of experience in the four (4) 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 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%) per cent 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. **The parties agree that the posting and subsequent removal of all written materials shall be the function of the Union, however, the Employer reserves the right to request and have removed posted material if considered damaging to the Employer.**

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.

19.05 Responsibility Pay

Effective April 01, 2002, where the employee is assigned supervisory responsibilities by the Employer, the employee will be paid an additional premium of seventy-five (\$0.75) cents per hour.

If the employee is not assigned supervisory responsibilities by the Employer, he/she shall not perform such duties and the employee shall not be paid responsibility pay pursuant to this provision.

Where an employee is in receipt of a higher rate of pay due to temporary assignment in a higher classification, the employee shall not be entitled to additional responsibility pay as a result of the temporary assignment. This does not forfeit the employee's entitlement to responsibility pay where the Employer, assigns the employee supervisory responsibilities of another classification, in addition to the responsibilities of the temporary assignment.

19.06 Professional Fees

- a) Effective April 1, 2006, the Employer shall reimburse eligible employees for associated professional or licensing fees that employees are required to pay by either statute or the Employer. **The maximum reimbursement for professional or licensing fees shall be as follows:**
 - i) **If at January 1st, 2006, the professional or licensing fee amount is less than one hundred and fifty dollars (\$150.00), the Employer shall pay the actual professional or licensing fee amount. If the professional or licensing fee increases,**

the Employer shall pay the increased professional or licensing fee to a maximum of one hundred and fifty dollars (\$150.00).

- ii) If at January 1st, 2006, the professional or licensing fee amount is greater than one hundred and fifty dollars (\$150.00) the Employer shall pay the actual professional or licensing fee amount as se at January 1st, 2006.**
- b) The Employer shall not reimburse an employee(s) who have received reimbursement for the applicable professional or licensing fees from another Employer.**
- c) Payment will be made upon proof of registration provided to the Employer, by the employee.**
- d) Where employees retire during any professional or licensing year, the Employer shall reimburse such employees for professional or licensing fees in accordance with this Article.**

19.07 Union Office and Storage Space

The Employer shall provide the Union with space on the premises of each facility for the storage of files and materials. Current practice concerning the provision of office space shall be continued and where possible, future requests by the Union for office space shall be considered.

19.08 Reimbursement of Expenses

- a) The employee shall be reimbursed for all substantiated expenses incurred while performing required duties on behalf of the Employer. This includes, but is not limited to, reimbursement for work-related long distance telephone calls, fax transmissions, postage, stationary and incidental parking. The Employer further agrees to assume the cost of dry cleaning of personal apparel for unforeseen work-related occurrences.**
- b) Where an employee is on authorized Employer business outside of their normal work area, employees shall be reimbursed for accommodation and meal expenses in accordance with Employer reimbursement policy. Where no policy is in place, employees shall be reimbursed for accommodation and meal expenses for actual and reasonable charges supported by a receipt.**

ARTICLE 20 - SENIORITY AND BENEFIT PORTABILITY

20.01 Employees who terminate from any Employer covered by the SEIU/SAHO or the SEIU/Extencicare Collective Bargaining Agreements and commence employment with any Employer covered by either of the aforementioned Collective Bargaining Agreements within one hundred and twenty (120) days shall be entitled to transfer the following:

- i) Notwithstanding Article 9.04, all seniority accrued to date of termination;
- ii) The most recent vacation accrual rate (earliest date of hire);
- iii) Unused sick leave credits to a maximum of thirty (30) days;
- iv) The salary step, if re-employed in the same classification;
- v) Pension, Group Life, Dental (core), Disability Income Plan, Extended Health Benefits and Enhanced Dental in accordance with the terms of the Plans.

An employee who commences employment within the one hundred and twenty (120) day period shall have a new increment date established to coincide with the first (1st) day re-employment. The provisions of Article 18.03 (Recognition of Previous Experience) may be considered.

Notwithstanding the provisions of Article 20.01 i) through v), employees shall serve a probationary period.

20.02 Employees who are employed with two (2) or more employers shall not be eligible to transfer items as specified in Article 20.01 until such time as they terminate with one (1) or more of the Employers. It shall be the responsibility of the employee to notify the remaining Employer of their termination and request a transfer of their seniority and benefits as specified in Article 20.01. In the event the employee remains employed with more than one (1) Employer they shall only be entitled to transfer their seniority and benefits from the terminating Employer to one (1) of the remaining Employers.

When combining seniority the total cannot exceed one thousand nine hundred and forty-eight point eight (1948.8) hours per year of service.

When combining sick leave credits the total cannot exceed the maximum of one hundred and sixty (160) days.

Where employees become employed with two (2) or more Employers the provisions of Article 18.03 (Recognition of Previous Experience) may be considered.

Employees who are employed in the same classification and remain employed in the same classification shall retain their highest increment level. Where this results

in a higher hourly rate, a new increment date shall be established coincident with the move to the higher increment level.

ARTICLE 21 - TECHNOLOGICAL CHANGE

21.01 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 **in the affected facility**, 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 **the existing workforce** and application of this Article;
- c) During the above-mentioned implementation and transitional period, affected employees will maintain their **rates of pay**;
- d) All new **classifications shall be established in regards to** job titles and rates of pay in accordance with Article 11.01 (Creation of New Classifications) **and Appendix II**;
- 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 22 - EMPLOYEE PERFORMANCE REVIEW

22.01 Employee Performance Review

It is the responsibility of the Employer to provide advice and guidance to each employee and to make accessible any internal supports, which would assist the employee in meeting work performance standards. The purpose of the performance review is to identify and build on an employee's strengths, to point out areas for improvement or development, and to optimize performance.

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.

22.02 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 **immediately upon the request of the employee.**

ARTICLE 23 - SAFETY AND HEALTH

23.01 Occupational Health and Safety Act and Regulations

The Union and the Employer are committed to promoting a safe and healthy workplace in compliance with *The Occupational Health and Safety Act* and Regulations. The parties agree that such legislation allows every worker the right to know the hazards at work, and the right to participate in occupational health and safety, and the right to refuse work which the worker has reasonable grounds to believe is unusually dangerous.

23.02 Occupational Health and Safety Committee

An Occupational Health and Safety Committee, where provided for under *The Occupational Health and Safety Act*, or as such Act may be amended from time to time, shall be implemented at each workplace within the operations of the Employer.

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 **or conducts other business proper to the functioning of the Committee during scheduled hours of work, such employee shall be released from duty without loss of pay.**

A Committee member who attends an Occupational Health and Safety Committee meeting shall be credited the time as hours worked at regular rate(s) of pay.

23.03 Referral of Health/Safety/Workload Concerns

- a) 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 Facility Safety Officer, who **shall** investigate immediately and take remedial action. **Nothing provided herein shall forfeit the right of an individual or group of employees from referring a concern to an Occupational Health and Safety Committee member or directly to the Occupational Health and Safety Branch.**
- b) **The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive safety complaints or concerns, including workload concerns which are safety-related, the right to investigate such complaints, the right to define the problem, and the right to make recommendations for a solution. Where the Committee determines that a safety problem exists, it shall advise the Employer, in writing, and include recommendations. The Employer shall advise the Committee, in writing, as to the recommendations they are prepared to adopt and those which they are not prepared to adopt and the rationale. If an employee or a group of employees remain unsatisfied with the Employer's response, the concern may be referred to the Occupational Health and Safety Branch.**
- c) **An employee has the right to refuse to perform any particular act or series of acts if he/she has reasonable grounds to believe that the acts or series of acts is unusually dangerous to his/her health or safety, or may similarly endanger another person at the workplace until steps have been taken to resolve the matter in accordance with *The Occupational Health and Safety Act*. The employee shall inform his/her Supervisor without delay of such**

refusal. It is agreed that the employee shall not suffer any loss of wages, benefits or seniority as a result of such refusal. The Employer may temporarily assign the employee alternate work.

23.04 Client/Resident Precautions

- a) **The Employer shall provide the employee with all necessary, relevant information regarding precautions required to ensure the health and safety of the employee or others in respect to the potential risks and hazards presented by the clients/residents in the care of the employee.**
- b) When an incident demonstrates that a client's behaviour may constitute a risk to the safety of another client or employee, a meeting shall be convened within twenty-four (24) hours to conduct a reassessment and appraisal of the client to consider and implement alternative options for care delivery to ensure the safety of employees and other clients/residents.

23.05 Medical Examination

- a) If pre-employment or subsequent medicals or immunizations should be required by the Employer, or **under current legislation**, time lost due to such requirements shall not result in loss of pay or sick leave credits.

Where an employee is required to undergo a medical examination in order to maintain licensing requirements which are a condition of employment, the costs associated with such medical examination to a maximum of seventy-five dollars (\$75) per medical shall be reimbursed by the Employer less any subsidy/rebate provided by Saskatchewan Government Insurance.

- b) **Time lost as a result of immunization, as required for health care workers in accordance with the Canadian Immunization Guide and the Centre for Disease Control, shall not result in loss of pay or loss of sick leave credits.**
- c) **Employees who are quarantined or prohibited from working by the Employer as a result of exposure to an infectious disease as a result of employment in the facility, shall not suffer any loss of pay or reduction in sick leave credits.**

23.06 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.

23.07 Working Alone or Isolated Place of Employment

Through joint process, the Union and Employer shall design **and monitor** mechanisms and policies to reduce risks to employees working alone or at isolated places of employment or whose employment requires travel. Such policies, once agreed, shall be maintained and enforced by the Employer subject to O H & S Regulations as applicable.

Such policies shall provide for:

- Guidelines for safe travel in adverse weather conditions;
- Provision of CAA approved emergency supplies for use in travelling in adverse weather conditions;
- Effective communication plan for every employee to provide two-way communication between Employer and employee which may include phone (**cellular or otherwise**), radio, calls indicating location, departure time, arrival time, calling card, reimbursement of required work-related call;
- If direct two-way communication is not available, it is the responsibility of the employee to follow prescribed communication procedures.

23.08 Violence in the Workplace

The Employer and the Union agree that violence against employees in the workplace is not desirable and agree to work in concert to reduce the incidence and causal factors of violence. To that end, the following shall apply:

a) Definition of Violence

Violence shall be defined as the attempted, threatened or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives an employee reasonable cause to believe that they are at risk of injury during the course of his/her employment.

b) Violence Policies and Procedures

In compliance with *The Occupational Health and Safety Act*, the Employer will ensure a policy is developed, in consultation with the Occupational Health and Safety Committee, to address the prevention of violence, the management of violent situations, to reduce the causal factors of violence and to provide support to employees who have faced violence. The policy and procedure(s)

shall be part of the Employer health and safety program and written copies shall be posted or made available in policy manuals in a place accessible to all employees.

23.09 Safety Protocols

The Employer shall implement policies and procedures as required by *The Occupational Health and Safety Act* and Regulations, including but not be limited to:

- a) Training in all matters that are necessary to protect the health and safety of employees when an employee:
 - i) Commences employment; or
 - ii) Transfers or is moved from one work activity or worksite to another that differs with respect to hazards, facilities, equipment or procedures.

- b) A plan in consultation with the Occupational Health and Safety Committee where workers are required to handle, use or produce an infectious material or organism or are likely to be exposed to an infectious material or organism, shall include but not be limited to:
 - i) Procedures for the investigation and documentation of any work-related exposure incident, including the route of exposure and the circumstances under which the exposure occurred; and
 - ii) Procedures for the investigation of any occurrence of an occupationally transmitted infection or infectious disease to identify the route of exposure and to implement measures to prevent further infection.
 - iii) EFFECTIVE JULY 1st, 2006

Compliance with Section 85(3) and Section 474.2 of the Regulations, effective July 1, 2006.

The Employer, in consultation with the committee, shall review the adequacy of the plan, as referred to above, at least every two (2) years and amend the plan where necessary.

EFFECTIVE JANUARY 1st, 2006

Plan, as referred to above, shall refer to Exposure Control Plan.

- c) **Timely and effective medical attention shall be provided immediately to any worker who receives a skin-piercing sharps injury, including post-exposure evaluation and follow-up. In accordance with the above, a clearly established post-exposure protocol developed in consultation with the Occupational Health & Safety Committee, shall be implemented and made readily accessible and communicated to all employees.**

ARTICLE 24 - SICK LEAVE

24.01 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.

24.02 Automobile Accident Insurance Act Benefit Coverage

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.

For the purposes of maintaining and accessing employee benefits, in accordance with the terms of the Plans, the **Employer** shall **forward** the appropriate application forms **to the employee** (for Disability Income Plan benefits) and **upon receipt of completed forms shall ensure that such completed forms are submitted to SAHO.**

24.03 Notice of Illness

Employees who may be absent from duty **due to illness** or injury, shall notify the immediate Supervisor **or designate** as soon as possible prior to the commencement of the scheduled shift.

The employee shall inform the Supervisor of the anticipated date of return to work and any limitations or restrictions.

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.

24.04 Accumulation of Sick Leave

Subject to where existing local conditions provide otherwise:

- a) Full-time employees shall earn sick leave credits at the rate of fifteen (15) days per year (one and one-quarter (1 ¼ 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 the first (1st) thirty (30) consecutive calendar days of an unpaid leave;
- 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.

24.05 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 **paid** hours in the twelve (12) months preceding the illness, **whichever is greater. However, where the date of illness falls outside the posted and confirmed period, employee(s) shall have access to sick leave credits based on the average number of paid hours in the twelve (12) months preceding the illness, starting from the date of illness.**

Where the employee provides advance notice of such illness or disability, the date of notification shall serve as the designated posted and confirmed period for the purpose of this Article and access to sick leave credits shall be based upon the average number of paid hours in the preceding twelve (12) month period.

- 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 **paid** hours in the twelve (12) months preceding the illness, **whichever is greater**.

Where the employee provides advance notice of such illness or disability, the date of notification shall serve as the designated posted and confirmed period for the purpose of this Article and access to sick leave credits shall be based upon the average number of paid hours in the preceding twelve (12) month period.

24.06 Verification of Illness

Medical verification may be requested from **an** employee 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.

ARTICLE 25 - WORKERS' COMPENSATION

25.01 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 shall make application for Disability Income Plan benefits, in accordance with the terms of the Plan.
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 (1st) 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 W.C.B.

Employees shall earn seniority for the entire period of a W.C.B. claim.

7. For the purposes of maintaining and accessing employee benefits, in accordance with the terms of the Plans, the employee shall request and the Employer shall **forward** the appropriate application forms **the employee (for Disability Income Plan benefits), and upon receipt of completed forms shall ensure that such completed forms are submitted to SAHO.**

ARTICLE 26 - EMPLOYEE BENEFITS PLANS

26.01 Disability Income Plan

- a) Joint Funding

A Disability Income Plan shall be provided whereby the Employer shall pay fifty (50%) per cent and the employee shall pay fifty (50%) per cent of the cost of funding the Plan.

- b) Administration

The Disability Income Plan shall be administered by the Saskatchewan Association of Health Organizations in accordance with the terms of the Plan.

c) Terms of Plan

The terms of this Plan shall be determined on the basis of the following provisions which are considered as general statements of the Plan conditions:

Employees shall continue to accumulate sick leave credits in accordance with existing sick leave plans. A "Day Bank" shall be installed whereby sick leave credits will continue to accrue and are used when employees are sick for the first (1st) one hundred and nineteen (119) consecutive calendar days of any illness. Any balance remains to the employee's credit until the employee returns to regular work.

A "Bridge Benefit" will be created providing sixty-six and two-thirds (66 2/3%) percent of normal earnings from the expiry of remaining sick leave credits until commencement of Long-Term Disability benefits.

A Long-Term Disability Plan will provide a benefit of sixty (60%) per cent of normal earnings commencing after one hundred and nineteen (119) consecutive calendar days of disability. The benefit will continue until recovery, age sixty-five (65), or death, whichever occurs first. The Long-Term Disability Plan will be subject to the following terms:

1. Disability will be defined as the inability of the employee to perform the duties of their occupation. After twenty-four (24) months of benefit payment, the definition changes to the inability of the employee to perform any occupation for which one is reasonably fitted by training, education, or experience.
2. There shall be no waiting period before an employee is eligible to receive benefits for any disability;
3. The benefit will be reduced by any Canada Pension Plan or Workers' Compensation award. Any cost-of-living adjustment in the future to Canada Pension Plan will not serve to further reduce the benefit provided by the Plan.
4. Where an employee has been receiving benefit from the Plan and has returned to work, should he/she subsequently become disabled within six (6) months from the same cause which created his/her original disability, he/she will not have to serve one hundred and nineteen (119) consecutive calendar days waiting period again before benefits recommence.
5. Any claim which is admitted for a period of disability which commences while the employee is protected by this Plan will continue

to be payable under the terms of the Plan, regardless of the fact that the Plan may have subsequently been discontinued or succeeded by a new program.

6. Any employee whose employment commenced during the period shown below and who has received medical attention within the stated period of time preceding the date the employee enrolled in the Plan, shall not be insured for any disability resulting from the complaint for a period of twelve (12) months after the date the employee enrolled:

After May 31, 1978, a period of six (6) months.

7. If an employee fails to enrol in the Plan within thirty-one (31) days after the date he/she becomes eligible to do so, he/she must complete a medical questionnaire for approval by the Plan Administrator.

8. Limitations

No payment will be made for claims resulting from a disability:

- i) For which the member is not under continuing medical supervision and treatment considered satisfactory by the Board;
- ii) Caused by intentional self-inflicted injuries **or self-induced illness while sane, or self-inflicted injuries while insane;**
- iii) From bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country, or participation in a riot;
- iv) Which occurred during the commission or the attempt to commit an indictable offence under the criminal code for which the person is convicted and incarcerated;
- v) Experienced during the first (1st) year of membership which resulted from injury or illness related to any injury or illness for which medical attention was received during the six (6) months prior to the employee becoming a member of the Plan. This limitation will only apply to employees hired after June 30, 1978, and is applicable to Long-Term Disability benefits only;
- vi) Which occurred during the period of cessation of work due to a strike, except that the benefit may be claimed to commence

immediately following the end of the strike if the claimant is still qualified in accordance with all of the other terms of the Plan;

- vii) If the claimant has established permanent residence outside of Canada.

Where an employee has been transferred from one (1) facility to another under the same ownership of a contributing member, or where a contributing member takes ownership of a facility, the continuous membership in the Plan of the prior facility or prior owner will count towards the first (1st) year of membership in this Plan for the purposes of v) above.

- 9. If an employee returned to work during the one hundred and nineteen (119) consecutive calendar days waiting period, he/she will not be required to recommence the waiting period, unless the return to work has been more than ten (10) working days;
- 10. A Joint Committee representing SEIU and Saskatchewan Association of Health Organizations shall be established as an Administrative Committee of the Plan;
- 11. For other than SEIU members, SEIU shall have the final decision on who may enter and participate in the SEIU Disability Income Plan;
- 12. Annually the Employer shall provide each member of the Disability Income Plan with an Employee Benefit Statement. Such statement shall outline:
 - a) Premiums paid by employee members;
 - b) Member's sick leave credits;
 - c) Coverage under Group **Life** Insurance, Disability Income Plan, **Core Dental** and **Extended Health & Enhanced Dental Benefits Plan**.
- 13. Pension benefit regarding years of service will continue to accrue during disability as though the employee were still fully employed.
- 14. Benefits from the Disability Income Plan shall not be reduced if the member receives payments from any insurance company, including S.G.I., provided that the total payments do not exceed one hundred (100%) per cent of regular salary.

15. Where an employee is denied Disability Income Plan benefits and an appeal of such claim is denied by SAHO, a final adjudication process is afforded in accordance with Appendix I.

d) D.I.P. Coverage While on Leave

Employees may apply for D.I.P. coverage while on leave of absence in accordance with the terms of the Plan.

e) Pension Credits on D.I.P.

Pension credited service will continue to accrue in accordance with the terms of the Retirement Plan.

f) Group Life Coverage on D.I.P.

Group Life coverage will continue while the employee is receiving benefits from the SAHO Disability Income Plan in accordance with the Group Life policy.

26.02 Group Life Insurance

a) The Employer will pay for the first seven thousand (\$7,000.00) dollars coverage under the Saskatchewan Association of Health Organizations' Group Life Insurance policy. For all students, Group Life Insurance coverage shall be two thousand (\$2,000.00) dollars, as provided for by the Saskatchewan Association of Health Organizations Group Life Insurance Plan.

b) Employees shall be advised when taking leaves of absence that they may continue coverage in accordance with the terms of the Plan.

26.03 Dental Plan

The Employer shall provide a Dental Plan in which the reimbursement schedule is consistent with that contained in the Public Employee Dental Plan.

26.04 Extended Health and Enhanced Dental Benefits Plan

Effective April 1, 2000, the Employer shall provide an Extended Health Plan and Enhanced Dental Benefits Plan. **Effective April 1, 2004**, the Extended Health Plan and Enhanced Dental Benefits Plan shall be funded by the Employer each year at an annual rate of **three point one** per cent (**3.1%**) of straight time payroll. The Plans must be administered within the resources so allocated, subject to the provisions of Letter of Understanding # 1.

26.05 Pension Plan

- a) The **Saskatchewan Healthcare Employees Pension Plan (SHEPP)**, and any successor Plan, **shall continue** with terms, conditions, and benefits administered by a joint Union-Employer Board of Trust, shall be provided whereby the Employer shall fully participate, pay, deduct, and remit premiums, as the case may be, in accordance with the terms of such Plan.

Except for non-permanent employees (subject to the terms of the Plan) and those employees who have previously waived their participation in the Plan, it shall be mandatory that all employees eligible for membership in the **SHEPP** or its successor be and are enrolled and participate in the Pension Plan as a condition of employment from the date they are eligible to join the Plan, except for those employees provided for by Letter of Understanding #3 of this Collective Agreement.

- b) SEIU members currently participating in other Pension Plans than the **SHEPP** or its successor shall continue their participation in such Plans so long as they remain eligible to participate in that Plan. In such cases, the Employer agrees to also continue participation in such Plans.

26.06 Employee and Family Assistance Program

The parties endorse the concept of an Employee and Family Assistance Program. The program shall be voluntary, confidential and offered at a location away from the worksite. The program shall not be used as a disciplinary process. The program shall be monitored by the Employer, in consultation with the Union. The program shall be provided by the Employer and shall include counselling services including but not limited to:

- a) Substance abuse/dependency;
- b) Employment/workplace related concerns;
- c) Emotional problems;
- d) Financial problems; and
- e) Marital problems.

As of March 31, 2007, the Employer agrees to provide a program with counselling services to a maximum of six (6) visits per calendar year at no cost to the employee.

The parties agree that any current practices which exist as a "better than" shall be maintained during the life of this Agreement.

ARTICLE 27 - RETIREMENT

27.01 Normal Retirement Date

- a) 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).
- b) **An employee shall have a right to request an extension of employment beyond normal retirement age.**
- c) **An employee wishing an extension to employment beyond normal retirement age shall submit a written request to the Employer at least three (3) months prior to attaining normal retirement age.**
- d) **An employee must request, on no less than an annual basis, a further extension of employment beyond normal retirement age.**
- e) **Prior to such extension, the Employer shall provide full disclosure to the employee in regards to their continued coverage and/or access of all Collective Agreement benefits or entitlements, including W.C.B., Disability Income Plan, Group Life Insurance, Pension Plan, among others. This will enable the employee to make a full informed decision on their continuation of employment.**

ARTICLE 28 – TRAINING AND EDUCATION

28.01 Training Opportunities That Do Not Require Posting

The Employer will reasonably provide training opportunities to any employee who has indicated a desire in writing to take such opportunities within a department/service, **provided this does not adversely affect the operations of a department/service. Such training opportunities shall be provided on a fair and equitable basis.**

Applicants for training for promotion shall be selected in order of seniority provided they possess the requisite qualifications and ability to perform the work.

The rate of pay for employees that are training by this means shall be the employee's regular rate of pay.

28.02 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.

28.03 Education Support

On prior **written** 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.

The Employer shall be fair and equitable in granting time off to obtain continuing education credits.

ARTICLE 29 - DEFINITIONS

29.01 Temporary Employee

A temporary employee shall be an employee who is employed for a predetermined period of time not to exceed one (1) year. The time limit may be extended by agreement between the Union and the Employer.

29.02 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.

29.03 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 Articles 13.01.

29.04 Casual Employee

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

29.05 Employer

Employer shall mean Extendicare (Canada) Inc and shall include any facility as identified on page ii) of this Agreement.

For the purposes of Article 20 only, the term "Employer" shall include those **Regional Health Authorities** whose employees are represented by Service Employees International Union (Locals 299, 333 and 336) and are covered under the SEIU/SAHO Collective Bargaining Agreement.

29.06 SAHO

SAHO refers to the Saskatchewan Association of Health Organizations.

29.07 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.

29.08 Definition of Transfer

A transfer shall be defined as the movement of an employee from one (1) position to another position **within** the same **Pay Band**.

29.09 Definition of Demotion

A demotion shall be defined as the movement of an employee from one (1) classification **rated within a** lower **Pay Band**.

29.10 Definition of Promotion

A promotion shall be defined as the movement of an employee from one (1) classification **rated within** a higher **Pay Band**.

MONETARY TERMS

- Two (2) per cent general wage increase with full retroactivity applied to the April 1, 2005 pay equity rates;
- Two (2) per cent general wage increase with full retroactivity applied to the April 1, 2006 pay equity rates;
- Two (2) per cent general wage increase with full retroactivity applied to the April 1, 2007 pay equity rates;

- Effective April 1, 2005: the Employers guarantee that the current leave of Extended Health and Enhanced Dental Benefits as of April 1, 2004, will be provided at no cost to employees until March 31, 2008.
- Effective date of signing of the Collective Agreement, adjust the current transportation allowance to thirty-nine point seven one (\$0.3971) per kilometre and an agreement to subsequently adjust the transportation rate to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI) upon review conducted after every three (3) months. Further reviews shall be continued beyond the term of the Agreement.
- **Effective April 1, 2006, increased to shift premium from seventy cents (\$0.70) to one dollar and fifteen cents (\$1.15) per hour as per Article 13.13 A subsequent increase effective April 1, 2007 from one dollar and fifteen (\$1.15) cents per hour to one dollar and fifty (\$1.50) cents per hour.**
- **Effective April 1, 2006, an increase to weekend premium from thirty (\$0.30) cents to sixty (\$0.60) cents as per Article 13.14. A subsequent increase effective April 1, 2007 from sixty (\$0.60) cents per hour to one dollar and twenty-five (\$1.25) cents per hour.**
- **Effective April 1, 2006, reimbursement of professional fees to a maximum annual amount of one hundred and fifty (\$150.00) dollars or the professional fee amount established by the Professional Association required to practice as of January 1, 2006, whichever is greater. Employees retiring in any professional or licensing year will be reimbursed as per this Article.**
- **Effective April 1, 2007, improvement to the vacation accrual formula contained in Article 16.05 on the following basis:**
 - i) **During the first (1st) and subsequent years, including the third (3rd) year of continuous employment at the rate of one and one quarter (1 ¼) days per month worked (to a maximum of fifteen (15) working days per year or one hundred and twenty (120) hours per year);**
 - ii) **During the fourth (4th) and subsequent years of continuous employment, including the fourteenth (14th) year of continuous employment at the rate of one and two-thirds (1 2/3) days per month worked (to a maximum of twenty (20) working days per year or one hundred and sixty (160) hours per year);**
 - iii) **During the fifteenth (15th) and subsequent years of continuous employment, including the twenty-fourth (24th) year of continuous**

employment at the rate of two and one-twelve (2 1/12) days per month worked (to a maximum of twenty-five (25) working days per year or two hundred (200) hours per year);

- iv) During the twenty fifth (25th) and subsequent years of continuous employment at the rate of two and one-half (2½) days per month worked (to a maximum of thirty (30) working day per year or two hundred and forty (240) hours per year).**

NOTE ON RETROACTIVITY

- All employees on staff as of November 8, 2006, shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to this Collective Agreement.
- Except as otherwise provided in this Collective Agreement, all Articles take effect thirty (30) days following the date upon which Extencare Canada Inc. and SEIU exchange notice of ratification by their principals of the terms of this Collective Agreement.

PRO-FORMA CALL-IN WORK AVAILABILITY FORM

NAME:	HOME DEPARTMENT:
HOME PHONE:	POSITION(S) HELD:

I am available for additional work based on the following:

Days	Statutory Holidays	Same Day Call-In	12 Hour Shifts
Evenings	Weekends	Number of Shifts in a Row	8 Hour Shifts
Nights			Less than 8 Hour Shifts

Hours of Notice Required:

Less than 30 Minutes	More than 1 Hour	30 to 60 Minutes	Number of Hours
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I am not available for additional work according to the following details:

Are you working part-time or relief shifts in another department/facility/agency?

_____Yes _____No

If yes, where?

Any staff member who works in other departments should provide schedules or hours of work to all applicable departments to ensure Article 13.01 is adhered to.

Waiver of weekend premium (Article 13.15)

_____Yes _____No

Are you currently on education LOA status?

_____Yes _____No

Signature

Date

cc: Personnel Record Immediate Supervisor

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 (119) 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 (119) 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 **in accordance with Article 4.05 Duty to Accommodate and Return to Work.**
 - b) Where no job is immediately available, the employee is to be **granted** a L.O.A. and the employee **shall be eligible to bid** for any **future** vacancy which occurs for which the employee is qualified and capable.
 - c) The position vacated by the employee will be posted and filled on a permanent basis.

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 (119) 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 (1st) 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 **in accordance with Article 4.05 Duty to Accommodate and Return to Work.**
2. Where no job is immediately available the employee will be **granted** a L.O.A. and **the employee shall be eligible to bid** for any **future** vacancy which occurs for which the employee is qualified and capable.
3. The position vacated by the employee will be posted and filled on a permanent basis.

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 (6) 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: EXTENDED HEALTH AND ENHANCED DENTAL BENEFITS PLAN

The Employer assures that the current level of benefits provided, pursuant to the Extended Health and Enhanced Dental Benefits Plan as of April 1, 2004, will continue at no cost to the employee, until March 31, 2008.

Funding required to maintain the Plan in accordance with the above paragraph and any surpluses generated will be used to provide benefits within the Extended Health and Enhanced Dental Plan for the Health Provider employees.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

LETTER OF UNDERSTANDING

#2 RE: HOME CARE/SPECIAL CARE AIDE

Effective October 3, 2003, all employees who were placed in Provincial Job #22 the Home Care/Special Care Aide job classification and who were not graduates of either the SIAST Special Care Aide Program or the SIAST Home Health Aide Program or an equivalent as of October 2, 2003, were deemed to possess these qualifications. Such employees shall continue to be deemed qualified until their employment is terminated from within the Health Care Provider Units in the Province of Saskatchewan and the SEIU Bargaining Unit of the Employer.

After October 3, 2003, should it be necessary to hire a Home Care/Special Care Aide who is not a graduate of the current SIAST Continuing Care Assistant Program/former SIAST 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 his/her own expense. The Employer shall advise all employees in writing of such requirement, and shall forward a copy of such notification to the Local Union Office. Where such employee has actively pursued these educational requirements and has failed

to complete same within the two (2) year period, the parties agree that the employee shall be afforded the opportunity to apply for an extension based upon their extenuating circumstances. Should an employee fail to become qualified within the two (2) year period and an extension is either not granted or applied for, the parties agree that such employee shall be removed from the Home Care/Special Care Aide classification and be allowed access to hours of work in an alternate non-nursing department and/or classification in accordance with Article 11.10 c) iii).

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

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: TRANSITION PROCESSES FOR CALCULATING EXTENDICARE
SENIORITY**

Effective November 4, 2002 the Employer will post a single Extendicare seniority reporting a single seniority accrual for all employees covered by this Collective Agreement. The

parties agree that a transition process will be developed to establish a mutually agreed to seniority accrual prior to this date.

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: IMPLEMENTATION OF JOB EVALUATION PROGRAM

It is agreed that SEIU and Extendicare will enter into negotiations to develop a joint Letter of Understanding regarding the implementation of the Job Evaluation Program subsequent to the outcome of the SEIU and SAHO negotiations for the same purpose. The Letter of Understanding shall contain, but not be limited to, the maintenance procedure for the classification of new jobs and reclassification of existing jobs; classification structure; and pay grids.

LETTER OF UNDERSTANDING

#7 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

#8 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

#9 RE: CONSOLIDATION OF LOCAL LETTERS OF UNDERSTANDING

It is hereby agreed that within the life of this Collective Agreement the parties will meet to review and consolidate all Local Letters of Understanding.

Pending final determination, all Local Letters of Understanding are continued and remain in effect unless the parties during negotiations have provided otherwise.

LETTER OF UNDERSTANDING

#10 RE: ORGANIZATIONAL CHANGE AND REORGANIZATION OF WORK

1. The parties agree that where there is pending organizational change **and/or the reorganization of work**, the Employer shall engage in meaningful consultation with the Union in advance of the decision-making stage. **The reorganization of work shall include but not be limited to the merger, transfer, consolidation of work from one (1) or more locations or the creation of multi-site positions.**

If, subject to the above meaningful consultation, planning committees or working groups are established:

- a) A reasonable number of employee representatives shall be selected by the Union to be on any such committees or groups;
 - b) Relevant information shall be forwarded to the Union representatives on any such committees or groups;
 - c) Participation on such committees or groups shall be paid at regular rates.
2. If as a result of pending organizational change or reorganization of existing work the parties agree to build more meaningful permanent shifts, the parties will, through meaningful consultation, seek to augment the working hours of permanent part-time employees. The parties may, by mutual agreement, determine a ratio within which no posting of the augmented hours/position(s) or lay-off will be required.

3. In the event of the creation of the multi-site positions, employee(s) shall have the right to retain a facility-based position within their classification, in order of seniority, to the extent that such positions are available. If the creation of a multi-site position requires an employee to change their home site to outside of the community of the current facility-based position, the options under Article 12 shall be afforded to the affected employee.

4. In the event of a merger, transfer, and/or consolidation of work, the Employer shall merge seniority lists of all affected employees and such employees shall have the right to retain a position within their classification, in order of seniority, to the extent that such positions are available. Alternatively, Article 12 shall apply.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

**LETTER OF UNDERSTANDING
#11 RE: UTILIZATION OF LICENSED PRACTICAL NURSES**

It is hereby agreed between the parties that during the life of this Collective Agreement the Employer will endeavour to review with the Union the scope and practice of Licensed Practical Nurses with a view to implementing within each facility full skills utilization of Licensed Practical Nurses.

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

It is agreed and understood that the 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
#13 RE: UNION DUES REMITTANCE REPORT**

Prior to _____, _____, the Employer shall create a Union Dues Remittance Report which includes the following information, in addition to the current information provided under Article 5.02.

1. the employee's home job classification;
2. the employee's hourly wage rate in her/his home job classification;
3. the employee's gross earnings for the applicable reporting period;
and
4. the union dues and initiation fees (if applicable) deducted from the given employee for the applicable reporting period.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

**LETTER OF UNDERSTANDING
#14 RE: PROCESS OF ROUNDING UP PAY GRADES A-1 AND A-2 TO PAY
GRADES A-2 TO A-3 RESPECTIVELY**

Effective July 28, 2002, SEIU and SAHO agree to delete Pay Grade A-1. All employees in the former Pay Grade A-1 will move to the same step in Pay Grade A-2. All employees in the former Pay Grade A-2 will move to the same step in Pay Grade A-3. All employees will maintain current increment dates.

Extendicare agrees to implement the outcome of the SEIU/SAHO pay grade changes identified above as it would apply to job classifications covered by this Collective Agreement. Such pay grade changes are reflected in Schedule "A" of this Collective Agreement.

**LETTER OF UNDERSTANDING
#15 RE: INCUMBENT COSMETOLOGISTS**

- a) Extendicare, while willing to retain the present incumbents, does not wish to employ additional or replacement **Cosmetologists** within SEIU's scope.
- b) All incumbent **Cosmetologists** 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.
- c) At such time as the incumbents cease to be employed as **Cosmetologists** by Extendicare, that classification will be deleted from the collective agreement as it applies to Extendicare. Should Extendicare then wish to engage independent contractors to provide on-site **Cosmetology**, SEIU will be provided with at least 30 days prior notice and meaningful consultation shall occur between the parties in that notice period.
- d) The incumbent **Cosmetologist** 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.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

**LETTER OF UNDERSTANDING
#16 RE: SENIORITY LIST**

Prior to _____, _____, the Employer shall create a Seniority List which includes the following information, in addition to the current information provided under Article 9.05 (a).

- 1. the employee's name;**
- 2. the employee's home facility;**
- 3. the employee's date of hire;**
- 4. the employee's employment status;**

- 5. the employee's home job classification;
- 6. the employee's home department;
- 7. the employee's year-to-date seniority;
- 8. the employee's life-to-date seniority; and
- 9. the employee's total seniority.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

**LETTER OF UNDERSTANDING
#17 RE: STATUTORY HOLIDAY PAY**

Should an Other Than Full-Time Employee work in a department/area that is closed during designated Statutory Holidays and the Statutory Holiday falls on a regularly scheduled work day, the employee shall continue to code this day as Stat Off time, rather than have such time recorded as time off in lieu under the provisions of Article 14.03 (b) iii). Where the employee earns more Statutory Holiday Pay than the shift would otherwise have been worked, the excess time may be placed in their bank in accordance with Article 14.03 (b) iii). Any further anomalies shall be identified and dealt with through local negotiations within each facility.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

**LETTER OF UNDERSTANDING
#18 RE: COST OF PRINTING COPIES OF THE COLLECTIVE AGREEMENT**

It is agreed between the parties the cost of printing copies of the Collective Agreement for distribution to employees shall be shared equally (50-50) by the Employer and the Union.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

**LETTER OF UNDERSTANDING
#19 RE: WAGE RATES FOR GRADUATES**

The following principles and definitions shall be applied to future graduate positions.

An employee who is a graduate of an educational program who has been hired into a position subject to certification/registration and is waiting to write a national certification/registration exam or a licensure exam or awaiting results of such exam shall be paid ninety per cent (90%) of Step 1 of the base rate of the applicable classification. Upon successfully writing the exam, employees shall be adjusted in their rate of pay to Step 1 of the base rate of the applicable classification retroactive to the date of hire or the date of successful writing of the exam, whichever is more recent.

Notwithstanding the above, this Letter of Understanding does not provide compensation to students who are required to train on the job as part of their formal education.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

**LETTER OF UNDERSTANDING
#20 RE: TRANSITIONAL PROCESS FOR ADDRESSING OUTSTANDING
RECONSIDERATION APPEALS**

For the duration of the Collective Agreement expiring on March 31, 2008, the Union and the Employer agree to use the following process to resolve outstanding reconsideration appeals.

It is the intent of the parties to utilize the evaluative principles and processes as contemplated by the Provincial Provider Group Joint Job Evaluation (PPG JJE) Plan.

1. (a) Within thirty (30) days of the signing of the SEIU/Extendicare Collective Agreement expiring March 31, 2008, the Union and the Employer will meet to identify which reconsideration appeals remain outstanding. The parties will immediately thereafter forward those unresolved reconsideration appeals to SAHO for evaluation and rating under the Provincial Provider Group Joint Job Evaluation (PPG JJE) Plan (e.g., factors, weights, pay bands, or any other component of the JJE Plan).
- (b) The Employer agrees to pay the service charge levied by SAHO for the evaluations and ratings for reconsideration appeals forwarded to SAHO.
2. Within thirty (30) days of receipt of the evaluation and rating results from SAHO, the parties will meet to review those results. If any reconsideration appeal(s) remain in dispute following this meeting, the Union or the Employer may refer in writing the reconsideration appeal(s) to the appropriate dispute resolution mechanism available under the JJE Plan (including Joint Job Evaluation Terms of Reference document (originally signed April 18, 2000 with addendum January 18, 2005) within thirty (30) calendar days of the parties meeting.
3. Where a reconsideration appeal is submitted to dispute resolution under #2 above, it shall be adjudicated under the terms of PPG JJE Plan.

4. This Letter shall operate in concert with the PPG JJE Plan. This Letter shall not amend or modify the terms of the PPG JJE Plan multi-party agreements.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

**LETTER OF UNDERSTANDING
#21 RE: APPLICATION OF PROVINCIAL PROVIDER GROUP JOINT JOB
EVALUATION PROGRAM**

In the event that Extendicare is admitted to the PPG JJE Program as full participating Employer, for the purposes of JJE only, the parties agree that the provisions of the PPG JJE Program as set out in the following Multi-Party Agreements shall apply:

1. Letter of Understanding re: Joint Job Evaluation Maintenance Plan, signed and dated October 3, 2003; see Appendix II;
2. Memorandum of Agreement re: Implementation, signed and dated October 3, 2003; see Appendix III; and
3. Implementation Agreement, signed and dated April 5, 2004; see Appendix IV.

The Parties agree that such Agreements shall remain in place and that the parties shall comply with the said Agreements in all respects.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

**LETTER OF UNDERSTANDING
#22 RE: IMPLEMENTATION ISSUES – PROVIDER GROUP JOINT JOB
EVALUATION**

The parties agree to the principles of Equal Pay for Work of Equal Value, and will not knowingly undermine the Joint Job Evaluation Program.

- a) The parties agree that implementation of the results of the Provider Group Joint Job Evaluation Plan, was based upon both the October 3, 2003 Memorandum of Agreement and the Implementation Agreement dated April 5, 2004. The parties agree that such agreements shall remain in place.**

- b) The parties agree that all equivalencies established as of October 3, 2003 where an employee was grandfathered with the qualifications equivalent to the classification in which they were placed, shall be continued. It is further agreed that where all such equivalencies are transferable they shall be transferable within all Provincial Job Descriptions for all Provider Group Unions. Such grandfathering shall continue until the employee terminates from all Employer(s).**

The parties recognize that the qualifications on the Provincial Job Descriptions were established for rating purposes and reflect the required educational training but should not be used to discriminate against current employees who have previously performed the work and/or have the seniority and ability sufficient to perform the work. For the purposes of implementing this paragraph the following principles shall be used for the establishment of qualification equivalencies:

- i) Where certification and/or licensing can be obtained through gaining necessary experience, the attainment of the certification**

and/or license shall be deemed to be the equivalent of successful completion of education, e.g. Power Engineer can be certified and licensed by completing the required amount of "firing time" and successfully passing the government examinations.

- ii) Where past practice demonstrates that an individual with sufficient directly related previous experience can satisfactorily perform the job, then this directly related experience hours/years in the ratio of two (2) to one (1) for hours/years of education shall be deemed to be equivalent. The directly related experience has to be within a specified period of time e.g. two (2) years directly related experience would equal one year of education within the last five (5) years preceding the application for the job.
 - iii) Where the job has specific qualification requirements and an individual has held the job through having the requisite qualification(s) or the equivalent qualification(s) after October 3, 2003, the individual shall be deemed to have the qualification(s) and the qualification(s) may be transferable with the individual to other jobs that have the same qualification(s).
 - iv) Should the qualification(s) change on the Provincial Job Description, the employee will be deemed to have the equivalent qualification(s) and the qualification(s) may be transferable with the individual to other jobs that have the same qualification(s).
 - v) Where an individual without the qualification(s) or the equivalent experience is hired into, or awarded a position, he/she shall be expected to perform the majority of duties within the time period for on-the-job training as specified within the Rating Rationale documentation. As a condition of maintaining employment in this position and classification, the individual will need to demonstrate they have embarked on/enrolled in a program or process that will result in he/she obtaining the qualifications in the specified period of time. As well, the individual will need to demonstrate an ongoing participation in the program or process, at a minimum of every six (6) months. Should the individual not meet the condition above, he/she shall revert to casual status in a classification that the individual is qualified for and as negotiated by the parties.
- c) **Outstanding Bundling Issues**

If the Union and the Employer cannot agree on outstanding bundling issues during negotiations over same, the matter may be referred to a mutually agreed-upon classification adjudication process. Where the parties cannot agree to a sole Adjudicator, an alternate mutually agreed

to process will be established. The cost of the Adjudicator and any other common expenses (e.g. room rental) shall be shared equally by the parties.

d) "300" Series Classifications and Jobs in Dispute

Employees in classifications that are on the outstanding bundling issues list or in dispute and those in the 300 series classifications, that flowed from the original reconsideration process, shall receive retroactive pay back to April 1, 2003 and shall include the lump sum payment (April 1, 2001 to March 31, 2003) where applicable. Retroactivity and any legal recovery of monies will be in accordance with the April 5, 2004 Implementation Agreement.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

**LETTER OF UNDERSTANDING
#23 RE: RETROACTIVE PAYMENTS FOR RETIRED EMPLOYEES**

Employees who have retired from the Employer on or after April 1, 2004 shall be eligible for retroactive General Wage Increases based on all paid hours up to and including the date of retirement.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

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.

APPENDIX I

FINAL ADJUDICATION OF DISABILITY PLAN APPEALS

On a without prejudice basis, the Union and the Employer agree to append to the SEIU/Extencicare Collective Agreement the Memorandum of Agreement signed between Canadian Union of Public Employees (CUPE), Service Employees International Union (SEIU), Saskatchewan Union of Nurses (SUN), Health Sciences Association of Saskatchewan (HSAS), Saskatchewan Government and General Employees' Union (SGEU), Retail Wholesale and Department Store Union (RWDSU) and the Saskatchewan Association of Health Organizations (SAHO) on December 18, 2003 regarding Final Adjudication of Disability Income Plan Appeals.

Accordingly, the parties hereby agree the following shall apply to employees covered by the SEIU/Extencicare Collective Agreement so long as the said Memorandum of Agreement or any subsequent negotiated Memorandum applies to the SAHO Disability Income Plan.

Memorandum of Agreement

between

**Canadian Union of Public Employees
Service Employees International Union
Saskatchewan Union of Nurses
Health Sciences Association of Saskatchewan
Saskatchewan Government and General Employees' Union
Retail Wholesale and Department Store Union**

and

Saskatchewan Association of Health Organizations

The parties hereby agree to the following:

With respect to the SAHO Disability Income Plans, there shall be a final independent adjudication of Disability Income Plan appeals established in accordance with the following principles and provisions:

- a) SAHO's present internal appeal process shall remain in place;

- b) Written request for final independent adjudication, or notice of intent to request a final independent adjudication, must be received within 60 calendar days after SAHO's final internal appeal decision is communicated in accordance with current practice;
- c) The 60 calendar day time limit may be waived upon mutual agreement between SAHO and the union(s) where extenuating circumstances are presented;
- d) Employees whose final internal appeal decision from SAHO is dated from April 1, 2002 to the date of signing of this agreement, shall have 60 days from the date of signing of this agreement to request a final independent adjudication of their claim.
- e) An "agreed to" form shall be developed and made available to facilitate appellant request for adjudication;
- f) The current "Your Right to a Review" pamphlet and the SAHO Disability Income Plan Texts shall be amended to include the final independent adjudication process;
- g) SAHO Group Life Insurance Plan coverage shall be provided on a waiver of premium basis upon receipt of a request for final independent adjudication within the 60 day time limit and Saskatchewan Government Employees' Union be maintained up to the date of the Adjudicator's decision;
- h) SAHO shall deliver the appellant's entire disability claim file to the Adjudicator within five (5) working days of the receipt of the written request for final independent adjudication. All material in the appellant's file in SAHO's possession shall be forwarded to the Adjudicator;
- i) The appellant has the right to review the entire disability claim file at any time prior to delivery of the file to the Adjudicator. Copies of documents shall be provided to the appellant upon request;
- j) The parties shall agree on the initial selection of Adjudicator(s);
- k) A committee, separate from the provincial Employee Benefits Committee, shall have responsibility for the ongoing monitoring, evaluation, appointment and retention of the Adjudicator(s);
- l) The above committee shall meet twice a year in Regina and shall consist of twelve members: six employer representatives, plus one representative from each of CUPE, SEIU, SUN, HSAS, SGEU and RWDSU;
- m) SAHO shall provide copies of all decisions of the Adjudicator (ensuring all personal identifying data is removed) to the members of the above committee on an "as they occur" basis for the initial six months from implementation of the final independent adjudication process. After the initial six months, copies shall be

provided to the twelve members as a "package" prior to each scheduled meeting of the provincial Employee Benefits Committee;

- n) The appellant may submit any written documentation or material in support of his/her claim within five (5) working days of submission of request for final independent adjudication. Such time to submit supporting documentation or material may be extended upon request of the appellant;
- o) Cost of the final independent adjudication shall be borne by the respective SAHO Disability Income Plan fund;
- p) The Adjudicator's review shall be based on written documentation only. Adjudication shall be held in abeyance if medical evidence in support of a request for final independent adjudication is provided to the Adjudicator which was not made available, or was not available, to SAHO prior to the completion of the final stage of SAHO's internal appeal process;
- q) The Adjudicator's review shall be held in abeyance where a statement of claim is issued or upon submission of a grievance, and will be terminated upon final determination of either a statement of claim or grievance or where the appellant withdraws their appeal in writing. If the appellant issues a Statement of Claim and then files a Notice of Discontinuance, the appeal before the Adjudicator may continue. If the appellant withdraws the grievance, the appeal may continue;
- r) The Adjudicator shall operate under the agreed to Terms of Reference for the Adjudicator;
- s) Decisions of the Adjudicator shall be reached and communicated to the appellant and/or the appellant's representative (on receipt of written authorization), and SAHO in accordance with the agreed to Terms of Reference for the Adjudicator;
- t) Decisions of the Adjudicator shall be final and binding on SAHO's Disability Income Plans;
- u) SAHO shall not appeal any decision of the Adjudicator to the Court of Queen's Bench;
- v) The decision of the Adjudicator shall not be final and binding on the appellant;
- w) The appellant may appeal the decision to the Court of Queen's Bench.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

APPENDIX II

PROVIDER GROUP JOINT JOB EVALUATION MAINTENANCE PLAN

The parties hereby agree to follow the provisions of the Multi-Party Memorandum of Agreement regarding the Provider Group Joint Job Evaluation Maintenance Plan as set out below:

**Letter of Understanding
Between
CUPE, SEIU, SGEU
And
SAHO**

Re: Joint Job Evaluation Maintenance Plan

I JOINT JOB EVALUATION MAINTENANCE COMMITTEE (JJEMC)

1. The parties shall maintain a joint Union/Management maintenance committee.
 - a) The committee shall be gender neutral and consist of twelve (12) members; at least 50% of which must be women.
 - b) The committee membership shall be two (2) CUPE, two (2) SEIU, two (2) SGEU and six (6) Employer representatives.
 - c) One (1) CUPE, one (1) SEIU, one (1) SGEU and three (3) Employer members shall be necessary for a quorum.
 - d) Committee members shall be rotated with the objective that the typical term of service is two (2) years.

2. The individual who will assist the Joint Job Evaluation Maintenance Committee (JJEMC) will be jointly selected by the Unions and SAHO and be compensated by SAHO.
3. The JJEMC members, the Assistant and others that work with the Plan shall be trained on the application of the Plan and in the principles of "Equal Pay for Work of Equal Value".
4. The JJEMC will be responsible for receiving all job data. The JJEMC will review the job data for completeness, perform a job analysis, consolidate the data and rate the jobs.
5. The JJEMC will maintain the integrity of the Plan.
6. The JJEMC will conduct research necessary to carry out its duties.
7. The JJEMC will be responsible for maintaining all Plan documentation as well as recording, in writing, the group consensus rationale and unanimous agreements.
8. The JJEMC shall operate by consensus and shall meet when necessary but at least once every two (2) months.
9. If the JJEMC cannot reach consensus on any matter, it will be dealt with pursuant to the Dispute Resolution Process.
10. JJEMC members shall excuse him or herself from the maintenance process for a position where the committee or a member has identified a conflict of interest.

Conflict of interest includes, but is not limited to, classification decisions on jobs:

- * In their Job
- * Encumbered by family members or personal friends
- * For which they have declared a bias for, or against, and
- * For which they are the immediate in-scope or out-of- scope supervisor.

11. The costs of the Joint Job Evaluation Maintenance Committee (JJEMC) will be born by SAHO.

II THE ROLES AND AUTHORITY OF THE MAINTENANCE COMMITTEE

12. Monitors and makes recommendations to the Bargaining Committee to ensure that negotiated wage settlements do not widen the wage gap or undermine equitable compensation practices and equitable wage relationships.
13. Maintains the Job Fact Sheet and Job Descriptions and modifies them as required from time to time.

14. Develops and maintains an educational program regarding the principles of the plan and how it works.
15. Recommends changes to Job Evaluation factors and weights to the parties, as required.
16. Maintains the notes to raters through additions or amendments of notes.
17. Develops a process, in accordance with pertinent Collective Bargaining Agreements, to evaluate all changed and new jobs following the general principles outlined in the attached flow chart.
18. Endeavours to review 20% to 25% of all jobs each year with priority given to jobs that have changed or jobs that have not been reviewed for some time.
19. Provides the Employers' and the Unions' current job descriptions and other data that constitutes the Plan.
20. Rates new and changed jobs.
21. Upholds the integrity of the Plan through the adjudication of disputes regarding the assignment of factor ratings to the job assignment. In this regard, management members of the panel do not represent nor advocate for Employers and the Union members do not represent nor advocate for the employee.
22. Questions information presented to determine if it meets the requirements in the notes to raters and the intent of the degree definition within the factor.
23. Ensures, where necessary, that information presented is verified as legitimate duties and responsibilities of the job assignment. The JJEMC has the authority to obtain information through questioning and written documentation, to substantiate any statements.
24. Only the JJEMC shall be authorized to sign off the classification level of any job within the plan.
25. Employees and Supervisors have the right to have initial rating decisions reconsidered; upon reconsideration, all decisions made by the JJEMC will be final and binding.
26. Annually reviews and reports to the parties on the use of market-driven adjustments as per Government of Saskatchewan Policy Framework.

III JOINT JOB EVALUATION COMMITTEE ASSISTANT

27. The Assistant will work with Employer Human Resource Departments and Local Unions to determine if existing job descriptions and job ratings can be applied to New Job or Changed Job (Reclassification) requests.
28. The Assistant will assist the Employer Human Resource Departments and Local Unions to determine interim wage rates in order to post new jobs.
29. The Assistant will forward, all information regarding specific requests under articles 27 and 28 of this agreement, to the JJEMC for review.
30. The Assistant will also conduct research, assist with problem solving, provide administrative support (book meetings, record, keep and update databases, administration, documentation, etc.), ensure all parties are made aware of the JJEMC yearly program and perform other duties determined by the JJEMC Committee.

IV JOB RATINGS

In the application of the Manual, the following general rules shall apply:

31. It is the content of the job, and not the performance of the Employee(s) that is being rated.
32. Jobs are rated without regard to existing wage rates.
33. Jobs are not rated and ranked by comparing the specific requirements of the job to the sub-factor definition, guidelines and explanations and notes to raters.
34. Each job will be rated relative to and consistent with all other jobs rated under the Manual.
35. The factors and sub-factors must have an impact on all jobs being rated.
36. A factor rating cannot be adjusted if the duties or responsibilities have been credited in another factor, as this would represent bias due to double crediting.
37. Errors in rating shall be corrected and are not precedent setting.
38. Rating decisions shall include a "sore thumbing" process to ensure consistency in Committee decisions.

V INITIATING THE REVIEW OF A NEW JOB

39. When the Employer creates a new job, the supervisor will complete a Job Review Request Form and a Job Fact Sheet based upon the qualifications and/or the duties

proposed for the job. The foregoing will be submitted to the appropriate Human Resources Department.

40. Within five (5) working days, the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.

41. Within fourteen (14) working days, the Human Resources Department and Local Union will arrange to meet with the JJEMC Assistant to determine if an existing job description and profile are appropriate. All material will be forwarded to the JJEMC for review.

NOTE: The posting of a new position will not be delayed by a JJEMC review. The Human Resources Department and the Local Union with the assistance of the JJEMC Assistant will establish an interim wage rate in order that the new job may be posted immediately.

42. If the Human Resources Department and the Local Union, with the assistance of the JJEMC Assistant agree that an existing job description and job rating are appropriate, the job will be posted and an appointment made.

42.1 After six (6) months the Human Resources Department will provide the job description and profile to incumbent and supervisor for signoff.

42.2 If, after six (6) months but not later than twelve (12) months, either the supervisor or incumbent do not sign off, the incumbent will complete a Job Fact Sheet, the supervisor will comment and the Job Fact Sheet will be forwarded to the JJEMC for review.

43. If the Human Resources Department and the Local Union, with the assistance of the JJEMC Assistant do not agree that an existing job description and job rating are appropriate, the Job Fact Sheet and job description will be forwarded to the JJEMC for review.

NOTE: The posting of a new position will not be delayed by a JJEMC review. The Human Resources Department and Local Union with the assistance of the JJEMC Assistant will establish an interim wage rate in order that the new job may be posted immediately.

43.1 After six (6) months the Human Resources Department will provide the job description and profile to incumbent and supervisor for signoff.

43.2 If, after six (6) months but not later than twelve (12) months, either the supervisor or incumbent do not sign off, the incumbent will complete a Job Fact Sheet, the supervisor will comment and the Job Fact Sheet will be forwarded to the JJEMC for review.

43.3 Also see the attached flow chart titled "Maintenance Procedure New Job".

VI INITIATING THE REVIEW OF A CHANGED JOB (RECLASSIFICATION)

44. Either an employee or supervisor may complete a Job Review Request Form, a Job Fact Sheet and changes to the job description if they believe qualifications and/or the duties of a job has changed. The foregoing will be submitted to the appropriate Human Resources Department.

45. Within five (5) working days the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.

46. Within fourteen (14) working days, the Human Resources Department and the Local Union will arrange to meet with the Assistant, to determine if the job has changed sufficiently to warrant a review. The three (3) groups will determine if there is an existing job description and job rating that are appropriate. The material will be forwarded to the JJEMC for review.

47. If the Human Resources Department, the Local Union and the Assistant agree that an existing job description and job rating are appropriate, the job will be reclassified immediately and the employee and the supervisor notified. The material will be forwarded to the JJEMC for review.

48. If the Human Resources Department and the Local Union with the assistance of the JJEMC Assistant cannot agree that an existing job description and job rating are appropriate, the material will be forwarded to the JJEMC for review.

49. If the first review is done by the JJEMC and the incumbent and/or supervisor do not sign off either or both may submit more information to the JJEMC for review.

49.1 Any adjustment in pay rates will be effective the date the Review Request Form was received by the Human Resources Department.

49.2 Also, see attached flow chart titled "Maintenance Procedure Reclassification".

VII DISPUTE RESOLUTION

50. Failing consensus following the mediation stage, the JJEMC shall refer unresolved disputes to a Dispute Resolution Tribunal.

51. The Dispute Resolution Tribunal is comprised of one (1) Employer-appointed representative, one (1) Union-appointed representative and Chair chosen by the parties from a mutually agreed to list.

- 52. The jurisdiction of the Dispute Resolution Tribunal shall be limited to the matter in dispute as referred to by the JJEMC.
- 53. The decision of the Dispute Resolution Tribunal shall be final and binding upon the parties.
- 54. The parties further agree that this Dispute Resolution protocol must be timely and cost-effective.

VIII INFORMATION TO THE PARTIES

- 55. The JJEMC will provide the parties with a quarterly report containing the following information:
 - > A summary of all reconsideration requests received this quarter.
 - > A summary of all reconsideration requests carried forward from previous quarter.
 - > A summary of all decisions.
 - > Changes to the Provincial Job Fact Sheets and Job Descriptions.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

**APPENDIX III
PROVIDER GROUP JOINT JOB EVALUATION**

The parties hereby agree to follow the provisions of the Multi-Party Memorandum of Agreement regarding the implementation of the results of the Provider Group Joint Job Evaluation Plan as set out below:

Memorandum of Agreement

Between
CUPE, SEIU, SGEU
And
SAHO

1. Implementation

	Total Pay Equity Adjustment as a % of Straight-Time Payroll	Eligible Employees	Employees Furthest from the Line
April 1, 2001	0%	0%	0%
April 1, 2002	0%	0%	0%
April 1, 2003	3%	1%	Remainder
April 1, 2004	3%	1%	Remainder
April 1, 2005	3%	1%	Remainder
April 1, 2006	3%	1%	Remainder
April 1, 2007	Remainder		

2. Wage Schedules

As per Attachment A.

3. Red Circled Salaries

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

4. Market Supplement Letter of Understanding

As per Attachments.

5. Retroactivity

Employees who are eligible for retroactive pay for the period of April 1, 2001 to March 31, 2003, and on staff as of date of signing shall receive a one time payment in lieu of the retroactive pay.

Employees who are eligible for retroactive pay and who have retired during the period April 1, 2001 to March 31, 2003 shall receive a one time payment in lieu of the retroactive pay.

Payment shall be based on the following:

- Payment of \$1000 per full time employee based on regular hours worked during the period April 1, 2002 to March 31, 2003 inclusive of paid leaves of absence.
- Payment shall be prorated for other than full time employees based on regular hours worked during the period April 1, 2002 to March 31, 2003 inclusive of paid leaves of absence.

This amount will be subject to federal and provincial statutory deductions only.

In accordance with the Implementation Schedule, eligible Employees, who are on staff as of date of signing of this Memorandum of Agreement, including Retirees, shall receive retroactive pay based on hours worked at regular time for the period April 1, 2003 to the implementation of the new 2003 JJE wage rate.

6. Previous Evaluation Plan(s)

The Joint Job Evaluation plan replaces all previous classification plans, (i.e. CWS).

7. Steps

Each new pay-band will have three steps. Movement from current step to the new step structure is in accordance with the following table:

Current 7 Step Grid		Current 6 Step Grid		Current 5 Step Grid		Current 4 Step Grid		Current 3 Step Grid	
From	To	From	To	From	To	From	To	From	To
7	3								
6	3	6	3						
5	3	5	3	5	3				
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- In no case would an employee receive a rate of pay lower than their current rate of pay as of date of signing.
- Anniversary dates of all employees remain unchanged.
- Employees shall be placed in a step that would provide a rate of pay equal to or greater than their present rate of pay.

8. Implementation Adjustments

8.1 Blended jobs

Employees working in an existing blended position (i.e. LPN/EMR) shall be assigned two (2) rates of pay (if applicable). In no case shall employees working in an existing blended position (i.e. EMR/EMT) experience a

reduction in pay when working in that part of the position which has a lower preponderance of hours worked.

8.2 Non-Qualified Incumbents

Effective date of signing, all employees shall be grandfathered with qualification equivalent to that of the classification in which they have been placed.

Licensed Incumbents

Individuals who do not meet the qualifications for a classification into which they have been placed shall be grandfathered into that classification: however, if they wish to move to another permanent position within that classification they will be required to meet the qualifications of that classification.

9. Ratification

The parties acknowledge that implementation of the terms contained herein are subject to ratification by all parties to this agreement.

This Agreement, including the maintenance of the joint job evaluation plan and any future Collective Agreements, shall comply with the terms of the Government of Saskatchewan Policy Framework on Equal Pay for Work of Equal Value and Pay Equity.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

APPENDIX IV PROVIDER GROUP JOINT JOB EVALUATION

The parties hereby agree to follow the provisions of the Multi-Party Implementation Agreement as set out below:

IMPLEMENTATION AGREEMENT

PROVIDER GROUP JOINT JOB EVALUATION (CUPE, SEIU, SGEU and SAHO)

APRIL 5TH, 2004

**THE FOLLOWING DOCUMENT WORKS IN CONCERT WITH THE
OCTOBER 3RD, 2003 MEMORANDUM OF AGREEMENT.**

ITEMS AGREED TO, AND DISPUTED, AS OF APRIL 5TH, 2004

1. Implementation.

May 30th, 2004 will be the implementation date for the JE hourly rates, job descriptions and postings. The Employer's may implement on an earlier date, however in no case shall implementation occur later than May 30th.

Retroactive pay for the period April 1st, 2003 to May 29th, 2004 inclusive will be paid out twelve (12) weeks after the implementation date. The retroactive pay will be subject to all normal deductions.

Posting of vacant positions shall occur on a "line by line" basis within the facility/department and will be implemented May 30th, 2004 (Attachment A – Wage Schedule). Employees currently working in the same classification at a different implementation rate shall not be precluded from bidding on a vacancy within the same classification.

In the case that the position was previously being paid at an hourly rate higher than the 2007 pay equity rate, the position will be posted at the 2007 pay equity rate.

Positions having only one step in the pay grid shall move to the three step grid and employees within the position shall move to an appropriate step in accordance with the terms of the Collective Agreement.

2. Red Circled Positions

Current wage schedules for red-circled incumbents will need to be maintained and adjusted to include negotiated economic adjustments, until such time as they have all resigned, retired or transferred/demoted/promoted.

3. Market Supplement Rates

The base rate (not the market supplement rate) should be used to determine eligibility for the lump sum payment and retroactivity.

Employers will be supplying the necessary information to SAHO so that the appropriate corrections can be made. Employers will discuss their findings with the Provider Union prior to the corrections being made.

4. Lump Sum Payment

a. Agreed to as of April 5th, 2004

Employees moving between Employers within the geographic RHA and who were on staff as of October 3rd, 2003, are entitled to the applicable amount of the lump sum payment. Payment will be made by the Employer where the hours were worked.

Employees, including Retirees, who were considered full-time are entitled to the applicable amount of lump sum payments. The Parties recognize that some employees who worked full time may have worked less than the 1948.8 – 24 hour calculation initially used by SAHO to determine eligibility. Employees are to contact their Payroll Departments to initiate the corrective action.

Retirees whose retirement date was between April 1st, 2002 and October 2nd, 2003 are entitled to the applicable amount of the lump sum payment.

Employees on staff as of October 3rd, 2003 and moved from one Regional Health Authority to another Regional Health Authority within the same union, or to a different Provider Union, with no break in service greater than 120 days are entitled to the applicable amount of the lump sum payment. Payment will be made by the Employer where the hours were worked. Employees entitled to payment from other Regional Health Authorities will identify their request to that Regional Health Authority.

Employees are entitled to the applicable amount of the lump sum payment for any temporary, relief or casual hours worked in an eligible classifications, April 1st 2002 to March 31st, 2003. Employees and Employers will identify the hours worked in the eligible classifications.

Employees who moved to SUN/HSAS or OOS positions prior to October 3rd, 2003 will not be eligible to receive the lump sum payment.

b. Disputed as of April 5th, 2004

Eligibility of Employees on all paid leaves. The Union position is that "Paid hours" should include hours worked, and all paid leaves (including but not limited to union leave) unpaid leaves of absence for up to 30 days, sick leave, vacation (paid or unpaid), parental/Maternity leave(s), DIP, WCB, SGI, LTD and STD.

The Union position is that employees, including retirees, on staff October 3rd, 2003 become eligible for the lump sum payment by virtue of having worked in an eligible

classification or having any of the paid hours above between and/or during the period April 1, 2001 and March 31st, 2003.

The amount of retroactivity is based on the hours worked (including paid hours) during April 1, 2002 and March 31st, 2003. If full-time hours were worked \$1,000.00 is paid. If OTFT during April 1st, 2002 to March 31st, 2003 a prorated share of the \$1,000.00 is paid based upon the definition of paid hours.

5. Equivalencies.

a. Agreed to as of April 5th, 2004

On an interim basis (see No. 9 disputed items) and on a without prejudice basis the Unions agree that an employee would be deemed to have the qualifications for the positions they were placed in by JJE, or were working in October 3rd, 2003. . If the employee applies for a position within the bargaining unit in the same classification, they would be deemed equivalent with respect to qualifications, subject to the terms of the applicable Collective Agreement.

b. Disputed as of April 5th, 2004

It is the Union's position that non-licensed incumbents are deemed to have qualifications equivalent to those of the classification into which they are being placed on a provincial basis irrespective of bargaining unit, and are deemed to have these qualifications for the purposes of bidding on different classifications having the same qualifications.

For example:

- Employees are to be deemed equivalent even when moving from one Regional Health Authority to another Regional Health Authority and from one Provider Group Union to another.
- Employees are to be deemed qualified when moving from one classification to another classification with the same qualifications (e.g., Laundry to Housekeeping, SCA to Activity Department).

6. Hire Rates for Additional New Casual/Relief Positions

Where new positions are added or additional casual employees are hired in a department/facility having multiple implementation rates of pay for the same job, the rate of pay established shall be the "most common" rate as agreed to by the Parties. There may be circumstances where the Parties agree that the most common rate is not appropriate. These circumstances will be resolved between Union and the Employer.

7. Pharmacy Techs.

The Pharmacy Techs will be added to the October 3rd, 2003 Letter of Understanding re: Technologists.

8. Blended Jobs, 999 Jobs and Operational Issues.

- a. Blended Positions: Employees working in full time blended positions as per paragraph 8 of the memorandum of agreement shall be paid the HSAS rate for the EMT portion of the job.

999 Jobs: These jobs and issues will be dealt with on a Region by Region basis between the Employer and the Union.

Operational Bundling Issues: Where agreement is reached between the Employer and the Union regarding bundling issues their recommendation shall be forwarded to the JE Reconsideration Steering Committee for immediate action.

9. Changes to Preliminary Job Evaluation Results as a Result of Reconsideration.

The Parties agree that the results of Reconsideration will be adjusted on a retroactive basis. Any amounts owing to an employee as a result of reconsideration will be paid retroactively. Conversely, any over payments paid to an employee as a result of incorrect bundling or evaluation will be recovered by the employer.

10. Dispute Resolution

The Chair of the Dispute Resolution Tribunal shall be Professor Dan Ish. The dates set for the hearing are July 13, 14 and 15, 2004.

Each of the Parties shall name their nominee by mid April, and shall be responsible for the costs of their nominee to the DRT. The Parties shall share equally the costs of the Chair of the DRT.

Each of the Parties shall name their legal counsel by mid-April, and shall be responsible for the costs of their legal counsel

The Parties shall mean SAHO and the UNIONS (CUPE, SEIU, SGEU).

DISPUTED ITEMS

4b. Lump Sum Payment.

Eligibility of Employees on all paid leaves. The Union position is that "Paid hours" should include hours worked, and all paid leaves (including but not limited to union leave) unpaid leaves of absence for up to 30 days, sick leave, vacation (paid or unpaid), parental/Maternity leave(s), DIP, WCB, SGI, LTD and STD.

The Union position is that employees, including retirees, on staff October 3rd, 2003 become eligible for the lump sum payment by virtue of having worked in an eligible classification or having any of the paid hours above between and/or during the period April 1, 2001 and March 31st, 2003.

The amount of retroactivity is based on the hours worked (including paid hours) during April 1, 2002 and March 31st, 2003. If full-time hours were worked \$1,000.00 is paid. If OTFT during April 1st, 2002 to March 31st, 2003 a prorated share of the \$1,000.00 is paid based upon the definition of paid hours.

5b. Equivalencies.

It is the Union's position that non-licensed incumbents are deemed to have qualifications equivalent to those of the classification into which they are being placed on a provincial basis irrespective of bargaining unit, and are deemed to have these qualifications for the purposes of bidding on different classifications having the same qualifications.

For example:

- Employees are to be deemed equivalent even when moving from one Regional Health Authority to another Regional Health Authority and from one Provider Group Union to another.
- Employees are to be deemed qualified when moving from one classification to another classification with the same qualifications (e.g., Laundry to Housekeeping, SCA to Activity Department).

CUPE Employees working 1872 Hours.

Continuation of the negotiated historical agreement between CUPE and SAHO regarding the hourly rate of employees working 1872 hours.

Further disputed items may be added by mutual agreement between the Parties.

All of which is agreed this 8th day of November 2006.

**FOR
EXTENDICARE (CANADA) INC.**

**FOR
SERVICE EMPLOYEES
INTERNATIONAL UNION**

SIGNING PAGE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED THE _____ DAY OF _____ 2006 AND THE YEAR FIRST ABOVE WRITTEN.

Signed on behalf of
EXTENDICARE (CANADA) INC.

Signed on behalf of
SERVICE EMPLOYEES INTERNATIONAL
UNION

Cathy Hauck

Barbara Cape

Norm Zimmer

Muriel Morhart

Jean Thomas

Shawna Colpitts

Jason Carson

Leta Atkinson

Denise Istace

Jean Moore

Lea Meili

Esther Dupperon

Tami Grieve

Bernice Clark

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