

COLLECTIVE AGREEMENT

BETWEEN

EXTENDICARE CANADA INC.

AND

SERVICE EMPLOYEES  
INTERNATIONAL UNION - WEST

FOR THE PERIOD

APRIL 1, 2012 TO MARCH 31, 2017

## 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 Steward in your work area, or the Local President/Unit Executive Member about your problem.

If you cannot get a satisfactory answer to your problem, or need help to have the problem resolved, call the Member Resource Centre TOLL FREE.

### **SEIU- West**

*Moose Jaw Office*  
39 Athabasca Street West S6H 2B6  
Phone: 306-693-7922

*Saskatoon Office*  
#200, 747 – 46<sup>th</sup> Street West S7L 6A1  
Phone: 306-652-1011

Member Resource Centre  
1-888-999-7348 Extension 2249

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

BETWEEN  
EXTENDICARE CANADA INC.

AND  
SERVICE EMPLOYEES INTERNATIONAL  
UNION - West

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

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 Collective Agreement**

This Collective Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after April 1, **2012** up to and including March 31, **2017** and from year to year thereafter, unless notification of desire to amend be given in writing.

This Collective Agreement shall be deemed to remain in effect during the period of negotiations as may be required to conclude a new Collective 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 Collective 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 Collective Agreement. This Collective 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 Collective Agreement shall be defined as one (1) Employer for the purposes of the administration of this Collective 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. Upon request, following the time periods above, the documentation shall be removed from the employee's file.
- 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 **SEIU-West** 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 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*. **A Return to Work or Duty to Accommodate shall provide a fair and equitable process to allow a disabled employee to return to work.** It is recognized that employees may be supernumerary dependant on the terms of their Return to Work/Duty to Accommodate **process.**

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 **process** 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. Seniority shall be calculated in accordance with Article 9.02(k).

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 or restrictions associated with the disability, injury or illness. Further information, if required, shall be provided **to the Employer. The assessment requested by the Employer must be specific to the disability, injury or illness giving rise to the accommodation process and shall include the following:**

- i) A prognosis for recovery, with or without limitations;**
- ii) Objective medical evidence as provided by the employee's medical practitioner as to the employee's fitness to perform the specific duties of his/her current job, or the accommodation being considered;**
- iii) How long any limitations or restrictions may last.**

**The Employer's request for the above medical information shall be reduced to writing, given to the employee, and the employee shall provide the request to her/his medical practitioner.** The Employer shall not contact the employee's physician and/or medical practitioner(s) 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 **process**. 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 job classification in another position;
4. Into the employee's existing job classification in another position, with modified and/or bundled duties;
5. Into another job classification within the employee's bargaining unit;
6. Into another job classification within the employee's bargaining unit with modified and/or bundled duties;
7. Failing all of the above, consideration shall be given to job classifications outside the employee's bargaining unit.

g) Modified Position

Any position with modified and/or bundled duties, as part of a Return to Work/Duty to Accommodate **process**, that is subsequently vacated shall not be posted with the modified and/or bundled duties. Should the Employer choose to fill the vacated position, the position will be posted as per the Provincial Job Descriptions and under the terms of Article 11.

h) 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.



#### **4.06 Representative 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 community or provincial working population. Such actions will be complementary to the provisions of this Collective Agreement and administered through a joint Union-Management advisory committee in conjunction with the parties to that committee. It is agreed that any employee who attends the joint Union-Management advisory committee shall be released from duty without loss of pay.

b) Workplace Preparation

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

The parties agree to identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and/or remaining in the workforce.

c) In-Service Training

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

### **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 home job classification, hourly wage rate in their home job classification, employment status (e.g. full-time, part-time, casual) and for the applicable reporting period, the employee's hours paid, gross earnings, and union dues and initiation fees (if applicable) deducted from each employee.

Effective no later than one hundred and eighty (180) calendar days of signing the collective agreement, replace the above paragraph with the following.

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 each employee's:

- a) home job classification,
- b) home department (name and number),
- c) job status (active, on WCB, on DIP, etc.)
- d) hourly wage rate in their home job classification,
- e) employment status (e.g. full-time, part-time, casual),
- f) actual hours paid in each reporting period(s),
- g) gross earnings, and
- h) union dues and initiation fees (if applicable) deducted.

## **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 1<sup>st</sup> of each year.

#### **5.06 Introduction to Union Steward**

- a) During the first (1<sup>st</sup>) month of employment and within regular working hours, the Employer agrees to provide the Union time to introduce all new employee(s) to their Union Steward or representative and to share pertinent Union information with the new employee(s).

A list of all new employees in each facility shall be provided to the Union facility chairperson on a monthly basis.

- b) During the first (1<sup>st</sup>) month 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.

Or in the event the Employer conducts a multi-facility general orientation in the first (1<sup>st</sup>) month of employment, a Union Steward or representative shall have up to thirty (30) minutes within regular working hours, as provided for in the preceding paragraph, to make a presentation and to provide the employee(s) with a copy of the Collective Agreement and any other pertinent information.

## **5.07 No Individual Agreements**

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

## **5.08 T-4 Slips**

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

## **5.09 Change of Personal Information**

- a) The Employer agrees to provide the **SEIU-West** with a list of all employees and their last known address on a quarterly basis with the first (1<sup>st</sup>) of such lists to be forwarded by March 1<sup>st</sup> 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 **SEIU-West** on a monthly basis.

# **ARTICLE 6 UNION-MANAGEMENT COMMITTEE**

## **6.01 Joint Union-Management Committee**

- a) At either party's request, a Joint Union-Management 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.

- b) **Composition**

The Joint Union-Management Committee shall be composed of representatives of the Employer and **representatives of** the Union. The Committee may utilize the assistance of mediation/conciliation services.

- c) **Time Limits**

The Joint Union-Management Committee shall meet as and when required upon request of either party, within seven (7) calendar days.

d) **Jurisdiction**

**The Joint Union-Management Committee** shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

e) **No Loss of Pay for Joint Union-Management Committee**

Employees who attend a Joint Union-Management Committee meeting shall be released from duty without loss of pay.

**6.02 Nursing Policy and Procedure Committee**

a) Where the Employer establishes a committee **within a facility or across a number of facilities covered by this Collective Agreement** to deal with nursing policies and procedures, the Employer agrees to have Licensed Practical Nurse and **Continuing Care Assistant** representation on the committee. **Licensed Practical Nurse and Continuing Care Assistant representative(s) shall be selected by the Union.**

b) **No Loss of Pay For Nursing Policy and Procedure Committee**

Employees who attend a Nursing Policy **and Procedure** Committee meeting shall be released from duty without loss of pay.

**6.03 Other Committees**

**Other Committees may be established as needed by mutual agreement.**

**This Article shall not preclude Joint Union-Management Committees being established on a facility basis.**

**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**

Individual employee grievance(s) shall be filed through the Union and submitted to the Administrator or designate as set out under Article 7.08. Group grievances, policy grievances and interpretation

grievances must be submitted by the Union in accordance with Article 7.08.

## **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 Disclosure of 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 Third (3<sup>rd</sup>) step and shall be processed in accordance with the procedures outlined below.

## **7.07 First (1<sup>st</sup>) Step – Pre-Grievance Resolution Discussion**

The parties agree to promote the timely resolve of workplace issues and, where dialogue between the Shop Steward and the immediate out-of-scope supervisor or designate results in effective resolutions, to avoid filing a grievance. It is understood that such resolutions are agreed on a without prejudice basis.

## **7.08 Second (2<sup>nd</sup>) Step – Grievance to Administrator or Designate**

Grievances should be resolved as quickly as possible. Where such discussions at the first (1<sup>st</sup>) step do not result in resolution of the dispute, employees, through the Union, or the Union itself, may thereafter refer in writing any such grievance to the Administrator or designate within fourteen (14) calendar days of discovery of the cause for complaint.

The Administrator or designate shall discuss the grievance with the Union representative within fourteen (14) calendar days of receipt of the grievance. The Union Representative may be accompanied by the aggrieved employee(s) if the latter so wishes.

The Administrator or designate shall render a written decision which sets out the supporting reasons within seven (7) calendar days of the discussion.

## **7.09 Third (3<sup>rd</sup>) Step - Grievance to Regional Director or Designate**

Failing satisfactory resolution of the grievance at the Second (2<sup>nd</sup>) 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 Regional Director or designate shall discuss the grievance with the Union Representative within fourteen (14) calendar days of the date 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 Second (2<sup>nd</sup>) Step and the Third (3<sup>rd</sup>) Step, the Third (3<sup>rd</sup>) Step may be eliminated through mutual agreement.

### **7.10 Alternate Dispute Resolution**

- a) Failing satisfactory resolution of the grievance at the third (3<sup>rd</sup>) step, the Union and the Employer may agree to refer the grievance to Alternate Dispute Resolution within fourteen (14) calendar days of receipt of the Employer's written decision at the third (3<sup>rd</sup>) step.
- b) Where referral to Alternate Dispute Resolution occurs, the parties shall meet within fourteen (14) calendar days of the date on which the other party receives the notice of referral from the referring party. The purpose of this meeting is for the parties to discuss options for and to determine, by mutual agreement, what third party process is suitable for resolving the grievance. At this meeting the parties may:
  - i) Attempt to negotiate a resolution of the grievance; or,
  - ii) Where a negotiated settlement is not reached, determine what third party process shall be used to resolve the grievance:
    - A) Mediation – including the selection of a Mediator; or
    - B) Expedited Arbitration – including the selection of an Expedited Arbitrator.
- c) Where the parties agree to an Alternate Dispute Resolution mechanism, the process will also be established by mutual agreement.
- d) If the parties are unable to mutually agree upon an Alternate Dispute Resolution option within thirty (30) calendar days of such referral, the grievance may be referred to Arbitration in accordance with Article 8.01.
- e) Failing satisfactory settlement of the grievance through an Alternate Dispute Resolution process, the grievance may be referred to Arbitration within fourteen (14) calendar days of receipt of the Alternate Dispute Resolution decision. This referral shall be done in accordance with Article 8.01.

### **7.11 Referral to Arbitration**

Notwithstanding grievance referred for alternate dispute resolution under Article 7.10, failing satisfactory settlement of the grievance at the Third (3<sup>rd</sup>) 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.

### **7.12 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 7.13 (Extension of Time Limits) and 7.14 (Procedural Orderliness).

### **7.13 Extension of Time Limits**

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

### **7.14 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.

### **7.15 Time Limits on Statutory Holidays**

The time limits referred to in Articles 7.07, 7.08, 7.09, 7.10 and 7.11 shall be exclusive of Statutory Holidays.

### **7.16 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 (2<sup>nd</sup>) of them, appoint a third (3<sup>rd</sup>) 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 (3<sup>rd</sup>) 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 (3<sup>rd</sup>) member, appoint the third (3<sup>rd</sup>) 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 (3<sup>rd</sup>) 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 April 1, 2005.
- h) Education leave;
- i) Public office and professional association leave; and
- j) Leave granted under Article 4.04
- k) Participation in a Return to Work/Duty to Accommodate Program based on the following formula:
  - i) Full-time employees shall maintain and continue to accrue full-time seniority hours. Any full-time employee required to reduce their hours as a result of a disability shall continue to accrue full-time seniority hours.

- ii) Other-than-full-time employees who have worked one (1) year or more shall accrue seniority hours based on the greater of:
  - A) Their guaranteed hours as per their pre-disability Letter of Appointment; or

- B) The following formula.

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

- iii) Other-than-full-time Employees who have worked less than one (1) year shall accrue seniority hours based on the greater of:

- A) Their guaranteed hours as per their pre-disability Letter of Appointment; or

- B) The following formula.

$$\frac{\text{Hours of Seniority Accumulated}}{\text{Number of Weeks of Employment}} = \text{Seniority Hours Per Week of Participation}$$

- iv) Alternatives to the above formulas for other-than-full-time employees shall be considered on a case-by-case basis, 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:

- i) For employees who have worked one (1) year or more:

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

- ii) For employees who have worked less than one (1) year:

$$\frac{\text{Hours of Seniority Accumulated}}{\text{Number of Weeks of Employment}} = \text{Seniority Hours Per Week of Leave}$$

### **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 single provincial seniority list quarterly. The parties agree that all seniority lists shall be posted in a place accessible to all employees.

The seniority lists shall include each employee's:

- a) name,
- b) home facility,
- c) date of hire,
- d) employment status,
- e) home job classification,
- f) home department,
- g) year-to-date seniority,
- h) life-to-date seniority, and
- i) total seniority.

At the same time as posting the provincial seniority list, the Employer shall also post quarterly facility-specific seniority lists.

- b) The first list is to be posted by March 1<sup>st</sup> reflecting the accrued seniority of each employee up to the last pay period in December of the preceding year. In addition, the seniority list shall indicate separately the annual accrual of seniority hours for the preceding payroll year.
- c) The second (2<sup>nd</sup>) list is to be posted by June 1<sup>st</sup> reflecting the accrued seniority of each employee up to the last pay period in March of the current year. The third (3<sup>rd</sup>) list is to be posted by September 1<sup>st</sup> reflecting the accrued seniority of each employee up to the last pay period in June of the current year. The fourth (4<sup>th</sup>) list is to be posted by December 1<sup>st</sup> reflecting the accrued seniority of each employee up to the last pay period in September of the current year.
- 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(g).

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 (k).

- f) An employee has until May 1<sup>st</sup> 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 1<sup>st</sup> and the Employer shall disclose same to the Union.
- h) After May 1<sup>st</sup>, 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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:
  - i) Job classification;
  - ii) Status (full-time/part-time, temporary/permanent);
  - iii) Required qualifications;
  - iv) Pay range of the applicable Pay Band;
  - v) Number of hours and shifts per defined length of rotation for part-time employees;
  - vi) Closing date;
  - vii) 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:

- i) Type of shifts (days, evenings, nights);
  - ii) Date of commencement of the position;
  - iii) Work area or nature of service;
  - iv) Brief summary of duties required by the job;
  - v) **Standby may be required (where applicable).**
- c) Should the Employer be unsuccessful in obtaining applicants with the Provincial Provider Group job description requisite or equivalent qualifications and, as per LOU #17 re: Implementation Issues – Provider Group Joint Job Evaluation, point (b)(v), intends to accept applicants without the requisite or equivalent qualifications, the Employer shall re-post the position in the same job classification indicating that applicants without the requisite or equivalent qualifications shall be considered for the position. Such position shall be filled in accordance with Article 11.

#### **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

**The parties agree to commence a joint review of established multi-site positions within one hundred eighty (180) days of signing the Collective Agreement. The purpose of such review is to identify, discuss and resolve any issues surrounding the designation and/or utilization of multi-site positions. At the request of either party, subsequent reviews shall be conducted on an annual basis.** 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 Extencicare Canada Inc. Such notice of organizational change shall be provided under this Article and Letter of Understanding #6.

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 or submit a written request for transfer per Article 11.05 (a)(ii) through (v). Wherever possible, vacancies shall be filled by employees within the scope of this Collective 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.

**NOTE: Only transfer requests submitted as above on the original vacancy will be considered for subsequent vacated shift rotations as per v) below.**

- 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:

- i) on date of commencement, as stated on the original job posting;  
or
- ii) 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:

- i) Status;
- ii) Job classification;
- iii) Pay Range of the applicable Pay Band;
- iv) Number of hours and shifts per defined length of rotation;
- v) Date of commencement of the position;
- vi) Position identified as multi-site or specific to a facility or a department;
- vii) Standby may be required (where applicable).**

- e) If an employee vacates the position within forty-five (45) 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's rate of pay shall be advanced to the hourly rate in the applicable Pay Band of the higher paid **job** 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 **dollar value increase** increment in their highest **current** pay band.

**If an employee is at Step 3 of their highest current Pay Band, then the dollar value of the increase moving to their new Pay Band must be equal to or greater than the difference between the employee's current increment step and the last increment step in their highest current Pay Band (i.e., the difference between Step 2 and Step 3).**

b) Pay on Demotion

When an employee is demoted, the employee's 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 job 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 **Job** Classification(s) and Pay Band(s)

Employees who are employed in more than one (1) job 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 job 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
- d) Working at a Lower 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).

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 **in all Extendicare facilities**, subject to the posting provisions identified in Article 11. Applicants from the facility where the vacancy exists **shall be given**

**first preference.** Where such temporary vacancies are not filled within the facility, the vacancies shall be awarded on a **seniority basis.**

Temporary vacancies of nine (9) months or longer shall be posted in all Extencicare facilities **and awarded on a seniority 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:
  - a) Absence(s) covered by W.C.B. and/or D.I.P and/or *The Automobile Accident Insurance Act*.
  - b) 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;
  - c) Vacation Leave;
  - d) 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 October 9, 2011: 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 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup> and November 1<sup>st</sup>. 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:

- 1) When an employee accepts a permanent part-time position that affects their availability; or
- 2) When an employee accepts a temporary position that affects their availability.
- 3) 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.
- 4) 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.
- 5) 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:

1. Call-in Work Outside the Posted and Confirmed Period

(a) Where additional work becomes available outside the posted and confirmed period, for a period of up to three (3) weeks outside the posted and confirmed period, the Pro-Forma Call-In Work Availability Form shall be used to schedule call-in work in order of seniority, first (1<sup>st</sup>) to qualified part-time employees within their home department

and job classification, then to qualified casual employees who are on the call-in list. No Employee shall be scheduled more than one hundred and twelve (112) hours in a three-week period unless covered by an extended shift agreement. All scheduling provisions of Article 13.04 shall apply.

- (b) The Employer will post, no less than three (3) weeks before the three-week period to be scheduled, a provisional work schedule based on the master rotation, which identifies the additional hours of work that need to be filled. The Employer will tentatively schedule additional hours of work to first (1<sup>st</sup>) qualified part-time employees within their home department and job classification, then to qualified casual Employees who are on the call-in list on the basis of seniority and their Pro Forma Call-in Work Availability Form. The provisional work schedule shall be posted for a period of no less than two (2) calendar weeks in order to allow employees ample time to acquaint themselves with the provisional work schedule.
- (c) In the event that tentatively scheduled specific shift(s) are not acceptable to the employee, he/she must identify to the Employer that he/she does not accept those specific shift(s) no later than the end of the two (2) calendar week time period that the provisional work schedule is posted. If the employees does not identify a shift(s) which he/she does not accept, then he/she shall be required to work all shift(s) scheduled on the work schedule once it is confirmed, subject to other provisions of the Collective Agreement.
- (d) The Employer shall post a confirmed work schedule setting out the shifts that employees are scheduled for, no later than one (1) week before the commencement of the three (3) week period in which employees are scheduled.
- (e) When an employee declines a specific shift(s) during the two-week period that the provisional work schedule is posted, the Employer may offer to other employees the opportunity to work the specific shift(s) on the basis of their employment

status, seniority and Pro-Forma Call-In Work Availability Form.

- (f) It is agreed that Call-In Postings may be utilized in accordance with Article 11.11, Call-In Postings.
- (g) Employees may subsequently request scheduled shift(s) off as provided for in Article 13.09 (Time Off In Lieu), Article 15 (Leaves of Absence) and Article 16 (Vacation).
- (h) Where an employee has call-in work scheduled outside the posted and confirmed period as per (a) above, the Employer agrees that such work shall be guaranteed within the twenty-one (21) calendar day provisional work scheduled, subject to Article 13.04(g).

2. Call-In Work Inside the Posted and Confirmed Period

- (a) Where additional work becomes available inside the posted and confirmed period, the Pro-Forma Call-In Work Availability Form shall be used to offer Call-In work in order of seniority, first to qualified part-time employees within their home department and classification, then to qualified casual Employees who are on the call-in list. No Employee shall be offered more than 112 hours of work in a three-week period unless covered by an extended shift agreement. All scheduling provisions of Article 13.04 shall apply.
- (b) Where additional work becomes available within forty-eight (48) hours it shall be offered to employees in order of seniority not excluding employees who are working 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 forty-eight (48) hour period, in the circumstances where work becomes available within forty-eight hours notice.



- (c) For work that becomes available with more than forty-eight (48) hours notice, employees shall be given a reasonable definite date and time deadline for responding.
  - (d) It is agreed that Call-In Postings may be utilized in accordance with Article 11.11 (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.

## **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 Extendicare 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.

- iv) New employees shall be included based upon their date of hire, until such time as their seniority has been established pursuant to Article 10.01. In the event that the date of hire is the same for two (2) or more employees, placement shall be determined by earliest birth date in the year.**

### **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 job 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 (7<sup>th</sup>) 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) 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 (1<sup>st</sup>) four (4) shifts so changed.
- d) 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;

- e) Employees shall receive no less than two (2) consecutive days off unless single days off are arranged by mutual agreement between the Employer and the Union.
- f) 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.

- g) 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.

**h)** 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.

**i)** Rest Periods Between Change of Shifts

Failure to provide at least fifteen and one-half (15 ½) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such rest periods, except as mutually agreed between the Employer and the Union;

**j)** Split Shifts

Split shifts will only be implemented with prior mutual agreement between the Employer and the Union.

**k)** 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 Shift Trades**

**Employees shall notify the Supervisor in writing in advance of trading equal hours of work between themselves. The shift(s) so traded must be between qualified employees who have the ability to perform the work. Deviation from the posted work schedule, which results from employees trading shifts with other qualified employees, shall not be subject to the overtime provisions.**

**Each shift trade shall be completed within a forty-two (42) day period from the date of the first shift traded.**

### **13.06 Rest Periods**

**a)** 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.

- b) When an employee(s) is unable to take their rest period(s) on a regularly occurring basis, the parties shall meet to investigate and resolve the situation such that the employee(s) receives their rest period(s).

### **13.07 Meal Periods**

- a) One (1) unpaid meal period of one-half ( $\frac{1}{2}$ ) hour shall be scheduled for each employee working a shift of at least five and one-half ( $5 \frac{1}{2}$ ) hours (exclusive of meal period). Where an employee is working a shift of less than five and one-half ( $5 \frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ) hour period.

### **13.08 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 ( $1 \frac{1}{2}$ ) times the regular rate of pay for the first ( $1^{st}$ ) 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.

### **13.09 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.

### 13.10 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.

### 13.11 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.

**Effective February 14, 2014, all employees assigned to standby shall receive a standby premium as follows:**

- i) Three dollars and fifteen cents (\$3.15) per hour for each hour on standby on a regular working day with a minimum payment for eight (8) hours;**



- ii) **Four dollars and twenty-five cents (\$4.25) 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.
- f) **An employee will not be assigned to standby for more than fifteen (15) days in a three (3) week period, except where mutually agreed otherwise by the Employer and employee. An employee shall not be assigned standby for more than fifteen (15) consecutive days in a three (3) week period, except where mutually agreed otherwise by the Employer and the employee.**

**Insofar as regular operations permit, an employee shall receive six (6) days in a three (3) week period without standby assignment, to be scheduled no less than two (2) consecutive days without standby assignment, unless mutually agreed otherwise by the Employer and the employee.**

**Where emergency circumstances exist that could not have been foreseen by the Employer and necessitate assignment to standby, the Employer shall be able to assign an employee to be on standby, to meet the regular operations, for the period of time in which the emergency circumstances exist.**

### **13.12 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 (2<sup>nd</sup>) 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 **two (2) times** the regular rate of pay for all hours so worked with a minimum of two (2) hours at the rate of **two (2) times** the regular rate, **provided that if such employee is called back a second (2<sup>nd</sup>) time within the two (2) hours of the original call-back, the employee shall not be paid an additional amount for such call-back.**

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 be paid at the rate of two (2) times the regular rate of pay for all hours so worked with a minimum of two (2) hours at the rate of two (2) times the regular rate, provided that if such employee is called back a second (2<sup>nd</sup>) time within two (2) hours of the original call-back, the employee shall not be paid an additional amount for such call-back.**

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

### **13.13 Transportation Allowance**

- a) Employees who are called back to work and require transportation, will use either the taxi company designated by the Employer and will charge the return fare to the Employer, or where employees are required or choose to use their own mode of transportation, they shall be paid at the basis of **thirty-nine point nine four cents (\$0.3994)** 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 nine four cents (\$0.3994)** 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) **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>
January 2014 over October 2013	April 1, 2014
April 2014 over January 2014	July 1, 2014
July 2014 over April 2014	October 1, 2014
October 2014 over July 2014	January 1, 2015

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

- d) **Additionally, effective April 1, 2014, a monthly vehicle allowance will be provided to employees required to use his or her own vehicle for Employer business on a continuing basis as follows:**
- i) **Fifty dollars (\$50) per month for an employee who performs work during the month; plus**
  - ii) **Nine dollars (\$9) for each day the employee is required to use his or her own vehicle to perform work;**
- to a maximum of one hundred dollars (\$100) in a calendar month.**

### **13.14 Shift Premium**

**Effective February 14, 2014, a shift premium of two dollars and forty-three cents (\$2.43) 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 October 1, 2014, the shift premium shall increase to two dollars and seventy-five cents (\$2.75) per hour.**

### **13.15 Weekend Premium**

A weekend premium of one dollar and eighty cents (\$1.80) 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, 2015, the weekend premium shall increase to two dollars and twenty-five cents (\$2.25) per hour.**

### **13.16 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 (3<sup>rd</sup>) 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 (3<sup>rd</sup>) 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 (3<sup>rd</sup>) consecutive weekend to be worked, except where it is mutually agreed otherwise between the Employer and the Union.

### **13.17 Expansion of Hours**

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

### **13.18 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 (1/2) hour at his/her regular rate of pay for calls less than one-half (1/2) hour in duration. Should a phone call or series of phone calls extend beyond one-half (1/2) hour, the employee shall be paid for each one-half (1/2) 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 <sup>nd</sup> Monday in June	Thanksgiving Day
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	Family 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 to a maximum of eight (8) hours:

If the employee has been paid 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 paid on those days;

OR

$$\frac{\text{Number of Paid Hours In the Immediately Preceding Four (4) Week Period}}{149.3} \times \text{Normal Full-Time Hours Per Day} \times \text{Employee's Hourly Rate of Pay} = \text{Statutory Holiday Pay}$$

- 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 twelve (12) 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 #8 re: Statutory Holiday Pay.

#### **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**

- a) Insofar as regular operations permit, general 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 by informing the employee that the request for the leave of absence is approved or denied or that further assessment is required. If the request for the leave of absence is denied, the reasons for denial will be provided. If the response indicates further assessment is required, the Employer shall indicate an expected time and/or date when such assessment will be completed.

All requests for leave of absence shall be submitted in writing to the Administrator or designate and a copy to the Local Union Office when leaves are denied.

- b) As set out in paragraph (a) above, where a general leave of absence is requested by an employee for the purposes of him/her engaging in alternate employment such leave shall not exceed the period of one (1) year from his/her permanent position.
- c) Where an employee on a general leave of absence is engaged in alternate employment with a Saskatchewan Regional Health Authority and/or Affiliate, or the Union, such leave may be extended beyond the one (1) year set out in paragraph (b) as follows. Upon the relinquishment of their permanent position, the employee shall be granted casual status and placed on general leave of absence status for up to a maximum of two (2) years from such casual employment with the Employer.

## 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. Where there is a memorial service instead of a funeral, the period of absence from the workplace for the purposes of bereavement leave shall be the same.
  - 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) Where there has been a funeral, an employee may access one (1) day of bereavement leave for the purpose of attending a memorial service or an interment so long as the total period of absence does not exceed the maximum as per (a)(i) through (iii) and (b) above and the memorial service or interment occurs within one (1) year from the date of death.
  - d) The employee may also request vacation, Statutory Holidays, or unpaid leave of absence as may be required.

## **15.09 Union Leave**

Insofar as the regular operations permit 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.

**On leaves of absence of more than one (1) continuous month, the Union shall provide the Employer with a report of the Employee's sick leave, statutory holiday observance(s) and vacation usage for those Employee(s).**

- 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) day of July in each calendar year and concluding on the thirtieth (30<sup>th</sup>) 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 1<sup>st</sup> to June 30<sup>th</sup> 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 15<sup>th</sup> 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 30<sup>th</sup> of each year;
- ii) For vacation dates or periods during the month of April, such requests must be made by March 1<sup>st</sup> and confirmation must be given by March 15<sup>th</sup>;
- iii) Employees will indicate their choices of dates for the vacation year by April 15<sup>th</sup>. 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 15<sup>th</sup> 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 30<sup>th</sup>;

- v) In cases where all vacation has not been scheduled in accordance with i), ii), and iii) above, a second (2<sup>nd</sup>) posting of unexpended vacation credits will occur by December 1<sup>st</sup> to allow employees to schedule unexpended vacation credits for use by June 30<sup>th</sup>. Employees will indicate their choices of dates for usage or submit their request for deferral by December 15<sup>th</sup>. This second (2<sup>nd</sup>) vacation schedule shall be posted by January 15<sup>th</sup> of each year. Unscheduled vacation after this second (2<sup>nd</sup>) 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 (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day, inclusive of any month, the first (1<sup>st</sup>) day of the calendar month;
- b) In the case of the employee whose employment commenced between the sixteenth (16<sup>th</sup>) and the last day, inclusive of any month, the first (1<sup>st</sup>) 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) Effective April 1, 2007, an employee shall accrue annual vacation credits on the following basis:
  - i) During the first (1<sup>st</sup>) and subsequent years, including the third (3<sup>rd</sup>) 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 (4<sup>th</sup>) and subsequent years, including the fourteenth (14<sup>th</sup>) year of continuous employment, at the rate of one and two-thirds (1 ⅔) days per month worked (to a maximum of twenty (20) days or one hundred and sixty (160) hours per year);

- iii) During the fifteenth (15<sup>th</sup>) and subsequent years, including the twenty-fourth (24<sup>th</sup>) 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 (25<sup>th</sup>) and subsequent years of continuous employment, at the rate of two and one-half (2 1/2) 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 Earned in accordance with Article 16.05	X	Employee's regular rate of pay at the time of taking vacation	=	Vacation Pay
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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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 to a job classification (either a JJE job classification or a pre-JJE job classification which is now included within a JJE 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 or as determined on the October 3, 2003 Memorandum of Agreement, number 7, "Steps", whichever is greater.

## **18.03 Recognition of Previous Experience**

Employees commencing employment or employees commencing employment in a job classification never held previously 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, 2014, the Employer shall reimburse eligible employees for associated professional or licensing fees that employees are required to pay either by statute or the Employer.**

**The maximum reimbursement shall be two hundred dollars (\$200.00) per year, or the professional fee amount established by the professional association required by the professional association required to practice as of January 1, 2012, whichever is greater.**

- 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 Agreements and commence employment with any Employer covered by either of the aforementioned Collective 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) Their most recent vacation accrual rate (earliest date of hire);
- iii) Unused sick leave credits to a maximum of thirty (30) days;
- iv) **Their** salary step, if re-employed in the same **job** classification;
- v) Pension, Group Life, Dental (core), Disability Income Plan, Extended Health Benefits and Enhanced Dental in accordance with the terms of the Plans.
- vi) Accrued Family Illness Leave credits.**

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 (1<sup>st</sup>) day re-employment. The provisions of Article 18.03 (Recognition of Previous Experience) shall be utilized.

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. The remaining Employer shall complete the transfer of items specified in Article 20.01 within two (2) calendar weeks of receipt of the employee request. 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) shall be utilized.

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(s) to a maximum of **one hundred forty dollars (\$140)** per medical shall be reimbursed by the Employer less any subsidy/rebate provided by Saskatchewan Government Insurance. **Receipts will be provided if requested by the Employer.**

- b) Time lost as a result of immunization, as required for health care workers in accordance with the **Saskatchewan Immunization Manual** or 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 **by the Medical Health Officer** or prohibited from working by the Employer **or the Medical Health Officer** as a result of exposure to an infectious disease as a result of employment **with Extencare Canada Inc.**, 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 **in the course of their employment**. 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, **and/or** reimbursement of required work-related call. **It is the responsibility of the employee to follow prescribed communication procedures.**
- 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 1<sup>st</sup>, 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 1<sup>st</sup>, 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 their immediate Supervisor or designate as soon as possible prior to the commencement of the scheduled shift indicating the expected duration of such illness.

In accordance with Article 4.05, Return to Work and Duty to Accommodate, the employee shall inform the Supervisor of the anticipated date of return to work and any limitations or restrictions as specified by their physician and/or medical practitioner.

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 (1<sup>st</sup>) 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 **SEIU-West** 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.

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.

- d) Deductions from sick leave credits shall include all rest periods and travel time that would otherwise be paid as per the Collective Agreement.

#### **24.06 Verification of Illness**

Medical verification may be requested from the 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 (1<sup>st</sup>) 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 to the employee (for Disability Income Plan benefits), and upon receipt of completed forms shall ensure that such completed forms are submitted to **3sHealth**.

## **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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 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 IV.
16. For the purposes of accessing benefits under the Disability Income Plan and/or to maintain other benefits, the Employer shall endeavour to forward the appropriate application forms to the employee (for Disability Income Plan benefits), upon the expiry of the employee's sick leave credits. Upon receipt of completed forms, the Employer shall ensure that such completed forms are submitted to SAHO. For the purposes of this Article, any information regarding the forms not being forwarded to the

employee shall only be used to support the employee's appeal to obtain such benefit coverage.

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           WORKING AFTER RETIREMENT OR BEYOND THE AGE OF SIXTY-FIVE**

**27.01** Where an employee is considering working beyond the age of sixty-five (65) or returning to work after commencing retirement, the employee is advised to seek clarification regarding continued benefits and entitlements.

Further to such employee request, the Employer shall provide to the employee any or all relevant information (which may be contact information for the appropriate organization) regarding their continued coverage and/or access to all Collective Agreement benefits or entitlements, including but not limited to WCB, Disability Income Plan, Group Life Insurance, Extended Health and Enhanced Dental Benefits, Core Dental and Pension Plan.

**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**

- a) The Employer shall continue to provide in a suitable location such reference materials as may be required in relation to maintaining up to date knowledge. Such provision may include access to electronic reference materials.
- b) When equipment and/or services and/or best practice guidelines are introduced or changed that have a direct impact and result in a subsequent change in the delivery of services, the Employer shall provide and require employees directly affected to attend in-service education. Such attendance shall be in accordance with Article 28.02(b).
- c) On prior written approval of the Employer, an employee who successfully completes a course, or participates in a workshop, conference or educational program, each of which must be related to their job function, such employee shall be reimbursed for up to one hundred (100%) per cent of the tuition fees and costs of texts associated with such course, workshop, conference or educational program. Expenses may be paid by the Employer. Appropriate receipts shall be required.
- d) The Employer shall be fair and equitable in granting time off to obtain continuing education credits.

### **28.04 Mentorship Program**

**Mentoring involves a voluntary, mutual beneficial and long-term occupational relationship between mentors and mentees.**

**The parties recognize the benefits that a mentorship program brings to the workforce and the subsequent benefits for the residents/clients served.**

**Where the Employer is considering implementing a mentorship program, the Union shall be provided opportunity to provide input into the mentorship program development.**

**Where a mentorship program already exists, the parties shall meet to discuss the program. This Article does not prevent the Employer from continuing to operate an existing program.**

**Within each facility of the Employer, the Employer shall establish a roster from SEIU-West members who have expressed an interest in mentoring SEIU-West members. SEIU-West members shall be**

**mentored by SEIU-West mentors unless otherwise requested by the mentee.**

**Orientation session(s) within the established mentorship program shall be held for both the mentor and the mentee at the beginning of the mentorship. Participation in such sessions shall be considered time worked and paid at the employee's regular rate of pay.**

## **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 SEIU-West and are covered under the SEIU-West/SAHO Collective Agreement.

### **29.06 SEIU-West and Union**

**SEIU-West and Union shall mean Service Employees International Union – West.**

## **29.07 Definition of SAHO**

SAHO refers to the Saskatchewan Association of Health Organizations **Inc,** **which is the sole authorized bargaining agent for each Regional Health Authority and affiliates as identified in the SAHO/SEIU-West collective agreement.**

## **29.08 3sHealth**

**Health Shared Services Saskatchewan (3sHealth) is an organization which in partnership with the Regional Health Authorities and the Saskatchewan Cancer Agency, develops, implements and administers shared services for the health sector.**

## **29.09 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.

## **29.10 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.

## **29.11 Definition of Demotion**

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

## **29.12 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**

### **Schedule 'A'**

#### **Wages and Monetary Items**

##### **Term of the Collective Agreement**

**April 1, 2012 to March 31, 2017**

##### **General Wages Increases**

**Effective April 1, 2012 – 2% increase**

**Effective April 1, 2013 – 1.5% increase**

**Effective April 1, 2014 – 1.5% increase**

**Effective April 1, 2015 – 1.55% increase**

**Effective April 1, 2016 – 1.95% increase**

##### **Premiums**

###### **Standby Premiums – Article 13.10**

**Effective the date upon which the parties exchange written notice of ratification by their principles of this Memorandum of Settlement Standby premiums shall increase as follows:**

**On regular working days – from two dollars and nineteen cents (\$2.19) per hour to three dollars and fifteen cents (\$3.15) per hour.**

**On scheduled days off and Statutory Holidays – from four dollars and twelve cents (\$4.12) per hour to four dollars and twenty-five cents (\$4.25) per hour.**

###### **Shift Premium – Article 13.14**

**Effective the date upon which the parties exchange written notice of ratification by their principles of this Memorandum of Settlement the Shift premium shall increase from \$2.10 per hour to \$2.43 per hour.**

**Effective October 1, 2014 – Shift premium shall increase to \$2.75 per hour.**

###### **Weekend Premium – Article 13.15**

**Effective April 1, 2015 – Weekend premium shall increase from \$1.80 per hour to \$ 2.25 per hour.**

## **Professional Fees – Article 19.06**

**Effective April 1, 2014 – Professional fees shall increase to the greater of a maximum \$200 per year or the fees charged by the Professional Association as of January 1, 2012.**

### **Retroactivity**

**All employees on staff as of the date upon which the parties exchange written notice of ratification by their principals of this Memorandum of Settlement shall be eligible for retroactive wage adjustments based on all hours paid with the Employer. Employees who are eligible for retroactive wage adjustment pay shall have such amounts paid in a non-pay period week, so as to be paid on a separate pay.**

**Employees who have retired from the Employer shall be eligible for retroactive wage increases based on all hours paid up to and including the date of retirement.**

**Any employee who has been laid off subsequent to April 1, 2012 and is unable to maintain employment and is not on staff as of the date upon which the parties exchange written notice of ratification by their principals of this Memorandum of Settlement shall be eligible for retroactive wage increases based on all hours paid up to and including the date of lay-off.**

**The estate of employees who have passed away on or after April 1, 2012 are eligible for retroactive wage increases based on all hours paid up to and including the last date employed. The estate of the employee must contact the Employer and apply for such retroactivity.**

**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	30 to 60 Minutes	More than 1 Hour	Number of Hours
----------------------	------------------	------------------	-----------------

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 (1<sup>st</sup>) 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.



SEIU / Extendicare  
Schedule "A" - Wage Schedule  
**APRIL 1, 2012 TO MARCH 31, 2016**

Band	Job No.	Job Classification	April 1, 2012			April 1, 2013			April 1, 2014		
			Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
		<b>GENERAL WAGE INCREASE</b>	<b>2.00%</b>			<b>1.50%</b>			<b>1.50%</b>		
1		NONE APPLICABLE									
2		NONE APPLICABLE									
3		NONE APPLICABLE									
4		NONE APPLICABLE									
5	92	Environmental Services Worker	16.52	17.11	17.70	16.77	17.37	17.97	17.02	17.63	18.24
	35	Laundry Services Worker	16.52	17.11	17.70	16.77	17.37	17.97	17.02	17.63	18.24
6	5	Caretaker	17.07	17.67	18.28	17.33	17.94	18.55	17.59	18.21	18.83
	19	Food Services Worker	17.07	17.67	18.28	17.33	17.94	18.55	17.59	18.21	18.83
7		NONE APPLICABLE									
8	183	Unit Clerk	18.18	18.80	19.44	18.45	19.08	19.73	18.73	19.37	20.03
9	204	Rehabilitation Aide	18.71	19.35	20.03	18.99	19.64	20.33	19.27	19.93	20.63
10	225	Assistant Cook	19.26	19.92	20.61	19.55	20.22	20.92	19.84	20.52	21.23
	27	Head Environmental Services Worker	19.26	19.92	20.61	19.55	20.22	20.92	19.84	20.52	21.23
	80	Cosmetologist	19.26	19.92	20.61	19.55	20.22	20.92	19.84	20.52	21.23
	339	Office Administrative Assistant	19.26	19.92	20.61	19.55	20.22	20.92	19.84	20.52	21.23
	307	Recreation Worker	19.26	19.92	20.61	19.55	20.22	20.92	19.84	20.52	21.23
11	21	Maintenance Services Worker	19.77	20.44	21.17	20.07	20.75	21.49	20.37	21.06	21.81
	249	Head Environmental & Laundry Services Worker	19.77	20.44	21.17	20.07	20.75	21.49	20.37	21.06	21.81
12	24	Cook	20.27	20.98	21.72	20.57	21.29	22.05	20.88	21.61	22.38
	104	Head Laundry Services Worker	20.27	20.98	21.72	20.57	21.29	22.05	20.88	21.61	22.38
	22	Continuing Care Assistant	20.27	20.98	21.72	20.57	21.29	22.05	20.88	21.61	22.38
13	200	Facility Maintenance & Operator	24.48	25.37	26.23	24.85	25.75	26.62	25.22	26.14	27.02
	23	Recreation Coordinator	24.48	25.37	26.23	24.85	25.75	26.62	25.22	26.14	27.02
	10	Head Cook	24.48	25.37	26.23	24.85	25.75	26.62	25.22	26.14	27.02
	26	Occupational and Physical Therapist Assistant	24.48	25.37	26.23	24.85	25.75	26.62	25.22	26.14	27.02
14	201	Recreation Working Supervisor	26.88	27.84	28.76	27.28	28.26	29.19	27.69	28.68	29.63
15		NONE APPLICABLE									
16	20	Licensed Practical Nurse	31.63	31.63	31.63	31.63	31.63	31.63	32.58	33.73	34.90
17		NONE APPLICABLE									
18		NONE APPLICABLE									
19		NONE APPLICABLE									

SEIU / Extendicare  
Schedule "A" - Wage Schedule  
**APRIL 1, 2012 TO MARCH 31, 2016**

Band	Job No.	Job Classification	April 1, 2015			April 1, 2016		
			Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
		<b>GENERAL WAGE INCREASE</b>	<b>1.55%</b>			<b>1.95%</b>		
1		NONE APPLICABLE						
2		NONE APPLICABLE						
3		NONE APPLICABLE						
4		NONE APPLICABLE						
5	92	Environmental Services Worker	17.28	17.90	18.52	17.62	18.25	18.88
	35	Laundry Services Worker	17.28	17.90	18.52	17.62	18.25	18.88
6	5	Caretaker	17.86	18.49	19.12	18.21	18.85	19.49
	19	Food Services Worker	17.86	18.49	19.12	18.21	18.85	19.49
7		NONE APPLICABLE						
8	183	Unit Clerk	19.02	19.67	20.34	19.39	20.05	20.74
9	204	Rehabilitation Aide	19.57	20.24	20.95	19.95	20.63	21.36
10	225	Assistant Cook	20.15	20.84	21.56	20.54	21.25	21.98
	27	Head Environmental Services Worker	20.15	20.84	21.56	20.54	21.25	21.98
	80	Cosmetologist	20.15	20.84	21.56	20.54	21.25	21.98
	339	Office Administrative Assistant	20.15	20.84	21.56	20.54	21.25	21.98
	307	Recreation Worker	20.15	20.84	21.56	20.54	21.25	21.98
11	21	Maintenance Services Worker	20.69	21.39	22.15	21.09	21.81	22.58
	249	Head Environmental & Laundry Services Worker	20.69	21.39	22.15	21.09	21.81	22.58
12	24	Cook	21.20	21.94	22.73	21.61	22.37	23.17
	104	Head Laundry Services Worker	21.20	21.94	22.73	21.61	22.37	23.17
	22	Continuing Care Assistant	21.20	21.94	22.73	21.61	22.37	23.17
13	200	Facility Maintenance & Operator	25.61	26.55	27.44	26.11	27.07	27.98
	23	Recreation Coordinator	25.61	26.55	27.44	26.11	27.07	27.98
	10	Head Cook	25.61	26.55	27.44	26.11	27.07	27.98
	26	Occupational and Physical Therapist Assistant	25.61	26.55	27.44	26.11	27.07	27.98
14	201	Recreation Working Supervisor	28.12	29.12	30.09	28.67	29.69	30.68
15		NONE APPLICABLE						
16	20	Licensed Practical Nurse	33.08	34.25	35.44	33.73	34.92	36.13
17		NONE APPLICABLE						
18		NONE APPLICABLE						
19		NONE APPLICABLE						

**LETTER OF UNDERSTANDING**

**#1 RE: EXTENDED HEALTH AND ENHANCED DENTAL BENEFITS PLAN**

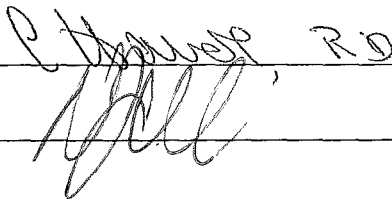
The Employer assures that the current level of benefits provided, pursuant to the Extended Health and Enhanced Dental Benefits Plan as of April 1, **2012**, will continue at no cost to the employee, until March 31, **2017**.

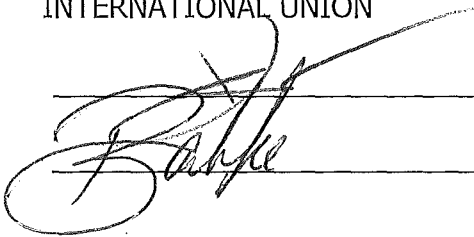
Funding required to maintain the Plan in accordance with the above paragraph and any surpluses generated will be used to provide benefits within the Extended Health and Enhanced Dental Plan for the Health Provider employees.

All of which is agreed this 23<sup>rd</sup> day of Aug., 2014.

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 3, 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 **Continuing Care Assistant** who is not a graduate of the current SIAST Continuing Care Assistant Program, formerly SIAST Special Care Aide/**Home Health 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 **SEIU-West**. **An employee will need to demonstrate an on-going participation in the program or process, at a minimum of every six (6) months.** 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 **Continuing Care Assistant job** classification and be allowed access to hours of work in an alternate non-nursing department and/or **job** classification in accordance with Article 11.10 c) iii).

All of which is agreed this 28<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. H. [Signature] R.D.  
[Signature]

[Signature]  
[Signature]

**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 (1/6<sup>th</sup>) of the credit after ten (10) years of service, one-third (1/3<sup>rd</sup>) 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.

All of which is agreed this 28<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. H. [Signature] R.D.  
[Signature]

[Signature]  
[Signature]

## LETTER OF UNDERSTANDING

### #4 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. **When contracting out of bargaining unit work is *being contemplated*, the Employer will *advise the Union as soon as reasonably practicable, but in any event shall not less than four (4) months prior to a decision being made by the Employer.* The Employer will advise of the department or facility or services that may be affected. At the request of either party, the parties will meet to discuss the contemplated contracting out situation.**
3. **When contracting out of bargaining unit work is required, and bargaining unit work is to be abolished, the Employer will provide notice to the Union as soon as possible after the decision to contract out has been made, but in any event, shall give no less than four (4) months notice to the Union.**
4. **If the Employer contracts out work of the bargaining unit and full-time or part-time position(s) are to be abolished:**
  - a) **Article 12 will apply to those affected employees with less than three (3) years seniority; and,**
  - b) **Employees with three (3) or more years seniority who are affected by the abolishment of bargaining unit work shall have access, in order of seniority, to one (1) of the following options:**
    - i) **Where the employee's existing job remains, the employee may choose to maintain their job.**
    - ii) **The employee may choose to voluntarily terminate employment with the Employer and access an enhanced severance package. This enhanced severance package would include the normal severance calculation in addition to a separation allowance of five hundred dollars (\$500) per year of seniority (1948.8 hours) up to a maximum of six thousand dollars (\$6000).**
    - iii) **The employee may choose to be redeployed into vacancies, including hard to recruit positions, with mutual agreement between the Union and the Employer. If redeployment efforts are not successful, then the**

**employee may choose from options ii), iv), v) and vi) within this LOU or the layoff options as per Article 12.**

**Employees who are redeployed may be placed into the same job classification from which they were laid off or into a job classification for which they have the necessary qualifications, including equivalencies, required to fill the position and the ability to perform the work. Employees placed into such positions are subject to a trial period as per Article 12.10. Failure of the trial period will make the employee eligible for further redeployment or an enhanced severance package.**

- iv) The employee may choose to access unpaid leave in order to complete a training/education program to obtain a qualification required for a job classification employed by the Employer. The Employer will reimburse the employee for actual expenses related to tuition, enrollment fees, books and supplies needed for the training/education program to a maximum of eight thousand five hundred dollars (\$8500) inclusive of any amount received through a career assistance program. This unpaid leave of absence would be a maximum of three (3) years. Extensions of the unpaid leave of absence may be granted as mutually agreed between the parties.**

**After completing the training/education program, the employee shall be placed on a re-employment list for a period of thirty-six (36) months during which time he or she will retain seniority and be eligible to apply for vacant positions. It is the employee's obligation to apply for positions of interest. The employee shall not be entitled to select severance after exercising this option and having received reimbursement. Employees who select this option are entitled to work for the Employer.**

- v) Upon abolishment of their full-time or part-time position, an employee may choose to work as a casual employee in a job classification as per the terms of Article 11.10.**
- vi) Employees who do not select one of the preceding options shall be placed on an unpaid leave of absence for up to three (3) years and shall be entitled to apply for any vacancy in accordance with Article 11.05 for which they have the necessary qualifications required to fill the**

position and the ability to perform the work. Where an employee is awarded and accepts a position for which they have applied and successfully pass the trial period, the employee shall no longer be eligible for an enhanced severance package as per 4(b)(ii) above.

After the unpaid leave of absence expires and the employee has not been successful in obtaining a position, or has declined to accept a vacancy for which he/she would otherwise be successful, the employee shall be considered terminated and shall be paid an enhanced severance package as per 4(b)(ii) above. The time spent on unpaid administrative leave shall not be used in the calculation of the enhanced severance package.

- 5. If casual hours are to be abolished as per point 3 above, such affected casual employee may choose to work as a casual employee in a job classification as per the terms of Article 11.10.
- 6. In conjunction with the above options and subject to the terms and conditions of such program(s), any affected employee may apply to a career adjustment assistance program for assistance.
- 7. 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.

All of which is agreed this 28<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

P. Thorne R.D.  
[Signature]

[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

**#5 RE: SHARING OF THE EMPLOYMENT INSURANCE REBATE**

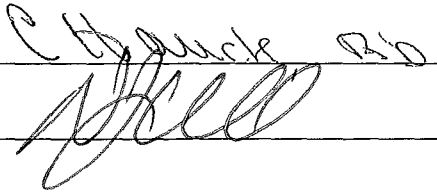
It is hereby understood and agreed that effective January 1, 2000 the employee share of the Employment Insurance (EI) Rebate on behalf of all employees within the scope of this Collective Agreement is allocated in support of the provision of Article 15.05 (Family Illness Leave) of the Collective Agreement.

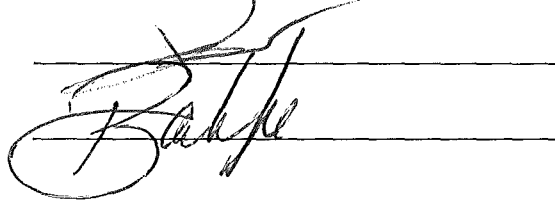
It is further understood and agreed that effective December 31, 1999 all previous arrangements representing utilization of the employee share of the EI Rebate are terminated and cease to have effect.

All of which is agreed this 28<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION





**LETTER OF UNDERSTANDING**

**#6 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 **job** 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 **job** classification, in order of seniority, to the extent that such positions are available. Alternatively, Article 12 shall apply **unless negotiated otherwise by the parties**.

All of which is agreed this 28<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. HANCOCK RD  
[Signature]

[Signature]

**LETTER OF UNDERSTANDING  
#7 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.

All of which is agreed this 28<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. HANCOCK RD  
[Signature]

[Signature]

**LETTER OF UNDERSTANDING  
#8 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 28<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. Hancock, RD  
[Signature]

[Signature]

**LETTER OF UNDERSTANDING  
#9 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 28<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. Hancock, RD  
[Signature]

[Signature]

**LETTER OF UNDERSTANDING  
#10 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 28<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. H. ... R.D.  
[Signature]

[Signature]

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

Employees who have retired from the Employer on or after April 1, **2012** 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 28<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. H. ... R.D.  
[Signature]

[Signature]

**LETTER OF UNDERSTANDING**

**#12 RE: PROCESS FOR CONTACTING EMPLOYEES TO OFFER ADDITIONAL WORK**

The parties recognize that a fair and reasonable process for contacting employees to offer additional work is important to employees. The parties further recognize that the same process should be time efficient for the Employer. Accordingly, the parties agree to the following.

1. When offering additional work to employees including, but not limited to, call-in, overtime, and callback hours, where the Employer determines contact with the employee(s) is necessary via telephone, the Employer shall call the telephone numbers as provided by the employee to the Employer.
2. An employee can provide to the Employer a maximum of two (2) telephone numbers.
3. The telephone number(s) provided by the employee can be changed upon written submission by the employee to the Employer, and such change shall be effective upon receipt by the Employer.

All of which is agreed this 23<sup>rd</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

C. H. [Signature], B.D.  
[Signature]

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

[Signature]  
[Signature]

**LETTER OF UNDERSTANDING  
#13 RE: UTILIZATION OF LICENSED PRACTICAL NURSE**

The Employer is committed to enabling Licensed Practical Nurses to perform the full scope of their duties.

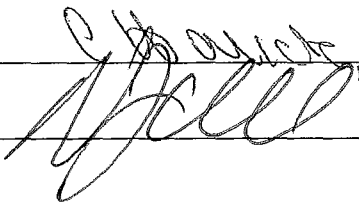
The Employer shall have in place nursing policies and procedures which are consistent with the professional association's standards of practice and legislation that applies to Licensed Practical Nurses.


The Employer endorses and supports the optimal utilization of LPNs' professional skills.

All of which is agreed this 23<sup>rd</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. H. DICK RD  




**LETTERS OF UNDERSTANDING REGARDING JOINT JOB EVALUATION**

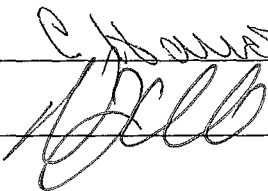
**LETTER OF UNDERSTANDING  
#14 RE: IMPLEMENTATION OF JOINT JOB EVALUATION AND POLICY  
FRAMEWORK PAY EQUITY**

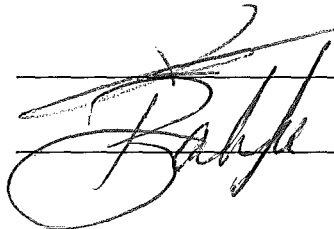
Extendicare will implement the pay equity increases that flow from the program as determined by the Joint Job Evaluation Steering Committee on the same timing and for the relevant classifications and steps as they relate to Long Term Care facilities.

All of which is agreed this 23<sup>rd</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. H. DICK RD  






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 23<sup>rd</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. H. HARRIS R.D.  
[Signature]

[Signature]

**LETTER OF UNDERSTANDING  
#17 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 shall be referred to the



adjudication process as set out in the Letter of Understanding RE: JOINT JOB EVALUATION DISPUTE MECHANISM FOR OUTSTANDING BUNDLING ISSUES.

**d. Retroactive Pay - Outstanding Bundling Issues, Positions in Dispute and "300" Series Classifications**

Employees that are on the outstanding bundling issues list, in positions in dispute or "300" series classifications, that flowed from the original reconsideration process, shall receive retroactive pay as per Letter of Understanding RE: JOINT JOB EVALUATION DISPUTE MECHANISM FOR OUTSTANDING BUNDLING ISSUES.

All current employees in the "300" series classifications shall be governed by the Letter of Understanding RE: 300 SERIES CLASSIFICATIONS.

All of which is agreed this 28<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

P. HONANET, R.D.  
[Signature]

[Signature]

**LETTER OF UNDERSTANDING  
#18 RE: 300 SERIES CLASSIFICATIONS**

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

**LETTER OF UNDERSTANDING #30**

**BETWEEN  
SAHO  
AND  
SEIU-West, CUPE and SGEU**

**RE: 300 SERIES JOBS**

- 1)** All 300 series jobs/classifications, other than those that went through the Tribunal process, shall be reviewed by an agreed to third party knowledgeable in job classification.

- a) 300 series jobs/classifications that went through the Tribunal process are final and binding. Incumbents have all had an opportunity to contribute all relevant information to those jobs/classifications as a result of the Tribunal process. These jobs will not be reviewed by the JJEMC. Future reviews of these jobs may be conducted through the normal maintenance process as outlined in the Maintenance Plan LOU as revised subsequent to the original document signed October 3, 2003.
- b) Incumbents and employers who have already provided information to the Joint Job Evaluation Maintenance Program will have their information considered. Only information on file will be considered in the finalization of these jobs. If more information, other than information already on file, is required to make a decision, the agreed to third party shall have the authority to gather further information from the Employer, Union and/or the employee(s).
- 2) If, upon completion of the review of the 300 series jobs/classifications as indicated in 1) b) above, a change in pay band is required, the effective date of such change in a pay band shall be the first Sunday following the completion of the review. Completion shall be defined as receipt of a decision of a third party.

Upon completion of the process outlined in this Letter of Understanding, any future review of a 300 series job/classification will be in accordance with the Maintenance Plan LOU as revised subsequent to the original document signed October 3, 2003.

All outstanding grievances related to any bundling issues addressed in this Letter of Understanding shall be resolved by the processes contained in this Letter of Understanding. All outstanding grievances not related to any bundling issues addressed in this Letter of Understanding shall be resolved by grievance/arbitration procedure contained in the Collective Agreement.

All of which is agreed this 23<sup>rd</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

E. Hounet, R.D.  
[Signature]

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

[Signature]  
[Signature]

## **LETTER OF UNDERSTANDING**

### **#19 RE: JOINT JOB EVALUATION DISPUTE MECHANISM FOR OUTSTANDING BUNDLING ISSUES**

*The parties hereby agree to follow the provisions of the Multi-Party letter of Understanding regarding the Provider Group Joint Job Evaluation as set out below:*

## **LETTER OF UNDERSTANDING #31**

### **BETWEEN SAHO AND CUPE, SEIU-West and SGEU**

### **RE: JOINT JOB EVALUATION DISPUTE MECHANISM FOR OUTSTANDING BUNDLING ISSUES**

#### **1. Dispute Resolution Bundling Issues – October 2000 to September 13, 2004**

Any bundling issues that flow from the Dispute Resolution Tribunal (Chair, Mr. Phil Johnson) decisions (Appendix A) shall be resolved by Mr. Phil Johnson. Every individual employee and their immediate out-of-scope supervisor who has a bundling issue as a result of the Tribunal decisions shall have their bundling issue resolved, unless a resolution to their bundling issue has been agreed to by the Union (SEIU-West, CUPE or SGEU) and the Employer and reduced to writing. These bundling issues remain resolved and are not subject to this process.

The individual bundling issue shall be limited to the period October 2000 to September 13<sup>th</sup>, 2004.

The information utilized shall be limited to the individual bundling issue and not related to the factor ratings.

If more information, other than information already on file, is required to make a decision, Mr. Phil Johnson shall have the authority to gather further information from the Employer, Union and/or the employee(s).

Mr. Phil Johnson will place individuals into a job based on the provisions of the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. Mr. Phil Johnson may use a current provincial classification. Mr. Phil Johnson will have the authority to create a new classification if needed. Mr. Phil Johnson will create a new job description and rate the job

according to the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding.

Employees who have not been previously identified as having an outstanding bundling issue or where the bundling issue has been agreed to by the Union (SEIU-West, CUPE or SGEU) and the Employer shall not be placed in a newly created job classification through this adjudication process; rather the regular maintenance process shall be utilized on a go forward basis.

**2. Dispute Resolution Bundling Issues – September 14, 2004 to Date of Signing of this Letter of Understanding**

Any bundling issues that flow from the Dispute Resolution Tribunal (Chair, Mr. Phil Johnson) decisions (Appendix A) shall be resolved by Mr. Phil Johnson. Every individual employee and their immediate out-of-scope supervisor who has a bundling issue as a result of the Tribunal decisions shall have their bundling issue resolved, unless a resolution to their bundling issue has been agreed to by the Union (SEIU-West, CUPE or SGEU) and the Employer and reduced to writing. These bundling issues remain resolved and are not subject to this process.

The individual bundling issue shall be limited to the period after September 13<sup>th</sup>, 2004 to the date of signing of this letter of understanding.

The information provided shall be limited to the individual bundling issue and not related to the factor ratings.

Bundling issues within this time period shall not result in any retroactive adjustments neither to the employee nor the Employer. Classification/bundling issues that occur after the date of signing of this letter of understanding shall be decided upon using the Maintenance Process.

If more information, other than the information already on file, is required to make a decision Mr. Phil Johnson shall have the authority to gather further information from the Employer, Union and/or the employee(s).

Mr. Phil Johnson will place individuals into a job based on the provisions of the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. Mr. Phil Johnson may use a current provincial classification. Mr. Phil Johnson will have the authority to create a new classification if needed. Mr. Phil Johnson will create a new job description and rate the job according to the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. Employees who have not been previously identified as having an outstanding bundling issue or where the bundling issue has been agreed to by the Union (SEIU-West, CUPE or SGEU) and the Employer shall not be placed in a newly created job classification through this adjudication

process; rather the regular maintenance process shall be utilized on a go forward basis.

**3. Bundling Issues – JJE Steering Committee**

Any outstanding bundling issues that exist as a result of the JJE Steering Committee not approving the recommendations of the JJE Reconsideration Committee will be resolved by a sole Chair as per part (d) of Letter of Understanding #22 in the SAHO/SEIU-West current Collective Agreement, Letter of Understanding #18 in the SAHO/CUPE current Collective Agreement, and Letter of Understanding #12 in the SAHO/SGEU current Collective Agreement. A Dispute Resolution Process shall be convened as per Appendix B – Dispute Resolution Process.

The adjudication shall be limited to the individual bundling issue and not related to the factor ratings. The adjudication shall be limited to the period October 2000 to September 13<sup>th</sup>, 2004.

The adjudication processes above (1 through 3) are final and binding on each party. Process 1 and 2 shall be completed prior to beginning process 3. The parties shall share equally the cost of Mr. Phil Johnson, the Chair of the Dispute Resolution Process and any other common costs. The parties shall mean SAHO and the Unions (SEIU-West, CUPE, SGEU).

All outstanding grievances related to any bundling issues addressed in this Letter of Understanding shall be resolved by the processes contained in this Letter of Understanding. All outstanding grievances not related to any bundling issues addressed in this Letter of Understanding shall be resolved by grievance/arbitration procedure contained in the Collective Agreement.

All of which is agreed this 23<sup>rd</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*

## **APPENDIX I**

### **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 six (6) members; at least 50% of which must be women.
  - b) The committee membership shall be one (1) CUPE, one (1) SEIU, one (1) SGEU and three (3) Employer representatives.
  - c) Two (2) Union and two (2) Employer members shall be necessary for a quorum. In the case of a specific classification request, the representing Union must be one of the two (2) Union members present to constitute 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 as found in Article VII Dispute Resolution Process (Appendix B).
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. Notwithstanding Article 1.c), quorum shall be obtained by the presence of the other members representing the Unions or the Employer.

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

- \* In their classification where the committee member shall retain voice but not participate in the consensus decision.
- \* 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. Each party will be responsible for the costs and expenses of their respective members of the Joint Job Evaluation Maintenance Committee (JJEMC). SAHO will be responsible for the meeting room and midday meal costs during the meeting days.

## II THE ROLES AND AUTHORITY OF THE MAINTENANCE COMMITTEE

12. Sole responsibility for maintaining the Job Fact Sheets (JFS), the Rating Rationales (RR) and the Job Descriptions (JD) and modifies and creates new JFS, RR and JD as required.
13. Develops and maintains an educational program regarding the principles of the plan and how it works.
14. Maintains the notes to raters through additions or amendments of notes.
15. 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.

16. 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.
17. Provides the Employers' and the Unions' current job descriptions and other data that constitutes the Plan.
18. Rates new and changed jobs. The JJEMC decision is final and binding. Any subsequent submission of information will constitute a new maintenance request.
19. 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.
20. 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.
21. 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.
22. Only the JJEMC shall be authorized to sign off the classification level of any job within the plan.

### III JOINT JOB EVALUATION COMMITTEE ASSISTANT

23. 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.
24. The Assistant will determine interim wage rates in order to post new jobs.
25. The Assistant will forward, all information regarding specific requests under articles 23 and 24 of this agreement, to the JJEMC for review.
26. 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:



27. It is the content of the job, and not the performance of the Employee(s) that is being rated.
28. Jobs are rated without regard to existing wage rates.
29. 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.
30. Each job will be rated relative to and consistent with all other jobs rated under the Manual.
31. The factors and sub-factors must have an impact on all jobs being rated.
32. 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.
33. Errors in rating shall be corrected and are not precedent setting.
34. Rating decisions shall include a "sore thumbing" process to ensure consistency in Committee decisions.

#### V INITIATING THE REVIEW OF A NEW JOB

35. 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.
36. Within five (5) working days, the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.
37. 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.
38. 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.
39. 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 JJEMC Assistant will establish an interim wage rate in order that the new job may be posted immediately.

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

**REVISED FLOW CHART AS AGREED BY THE PARTIES  
As displayed on page 132**

VI INITIATING THE REVIEW OF A CHANGED JOB (RECLASSIFICATION)

40. Either an employee or supervisor will complete a Job Review Request Form, a Job Fact Sheet and changes to the current provincial 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.

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

42. 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.

43. 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 information purposes only.

44. 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.

45. Any adjustment in pay rates will be effective the date the Review Request Form and all associated required documentation as referenced in 40. was received by the Human Resources Department.

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

**REVISED FLOW CHART AS AGREED BY THE PARTIES  
As displayed at page 133**

## VII DISPUTE RESOLUTION PROCESS (See Appendix B)

46. The JJEMC shall refer unresolved disputes to a Dispute Resolution process.
47. The Dispute Resolution process is comprised of a Chair chosen by the parties from a mutually agreed to list or to a panel where agreed by the parties.
48. The jurisdiction of the Dispute Resolution Chair shall be limited to the matter in dispute as referred to by the JJEMC.
49. The decision of the Dispute Resolution Chair shall be final and binding upon the parties.
50. The parties further agree that this Dispute Resolution protocol must be timely and cost-effective.

## VIII INFORMATION TO THE PARTIES

51. 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.
- > Notification of changes to the Provincial Job Fact Sheets, Rating Rationales and Job Descriptions.
- > Notification of the creation of new Job Fact Sheets, Rating Rationales and Job Descriptions.

## **APPENDIX B; Dispute Resolution Process**

### **Authority**

This Appendix outlines the process as referenced in the Letter of Understanding Maintenance Plan between SAHO and CUPE/SEIU-West/SGEU RE: Joint Job Evaluation Article VII 46 – 50 and is final and binding on all parties.

### Parameters for Dispute Resolution Process

- Adhere to principles of the Plan.
- Adhere to Policy Framework (1999), Maintenance Plan and negotiated Letters of Understanding.
- Duties, qualifications, factors, and factor ratings can be adjudicated.
- The Dispute Resolution Chair shall be limited to adjudicating only those duties, qualifications, factors and factor ratings that arise from the Joint Job Evaluation Maintenance Committee (JJEMC) dispute.

- The Dispute Resolution Chair shall have the ability to recommend changes to the Committee of the Parties (COPs) on the wording of the Plan and Notes to Raters and shall provide recommendations for the specific language for these changes to the Plan and Notes to Raters. The Dispute Resolution Chair shall provide the COPs any additional language that provides clarity of its interpretation; this language must adhere to the principles of the Plan.
- JJEMC disputes will be resolved by a sole Chair as per VII of the JJE Maintenance Agreement.
- Dispute Resolution decisions will be rendered within ninety (90) days and provided to the JJEMC.

#### Information available to Dispute Resolution Chair

- Pre-JJE history.
- The Plan.
- Other relevant documentation:
  - All job fact sheets.
  - All maintenance data.
  - Any other necessary data
  - The parties agree to identify the duties, qualifications, factors and factor ratings in dispute to the Dispute Resolution Chair.
- Other documentation as requested by the Chair.

#### Dispute Resolution Process

- The Dispute Resolution Chair has the ability to seek clarification from:
  - Maintenance Committee
  - Educational Institutions
  - Maintenance Documentation
  - Evaluation and/or Reconsideration Documentation
  - The Parties
- Any additional information obtained by the Dispute Resolution Chair must be disclosed to the JJEMC.

#### Possible Outcomes from the Dispute Resolution Process

- Changes to the existing job classification.
- Creation of a new job classification(s).
- No change to the existing job classification.
- Determine the factor ratings, rating rationale, job fact sheet, job description and provide supporting rationale for the decision.
- The sole Chair of the Dispute Resolution Process shall retain jurisdiction on bundling issues should the Employer and the Local of the Union be unable to reach agreement.

Costs of Dispute Resolution Process

- The cost of the Dispute Resolution Chair to be shared 50/50 between SAHO and the Unions.
- SAHO to provide a meeting room for the Chair unless otherwise agreed to.

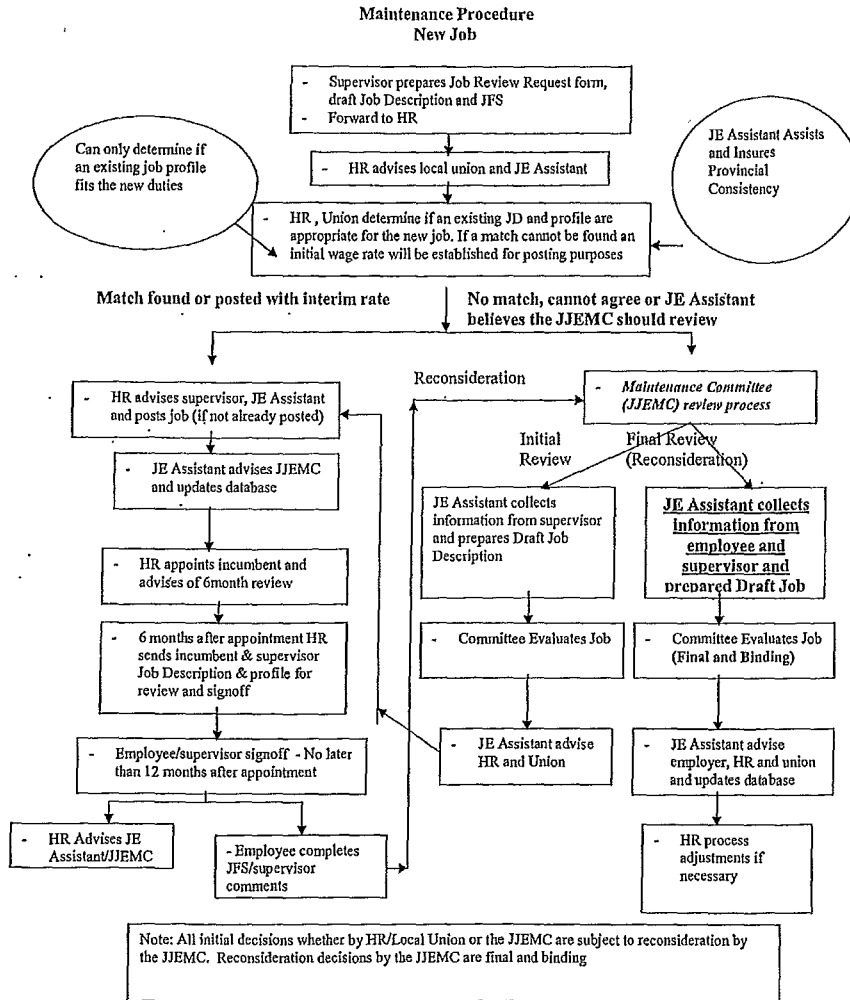
All of which is agreed this 28<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

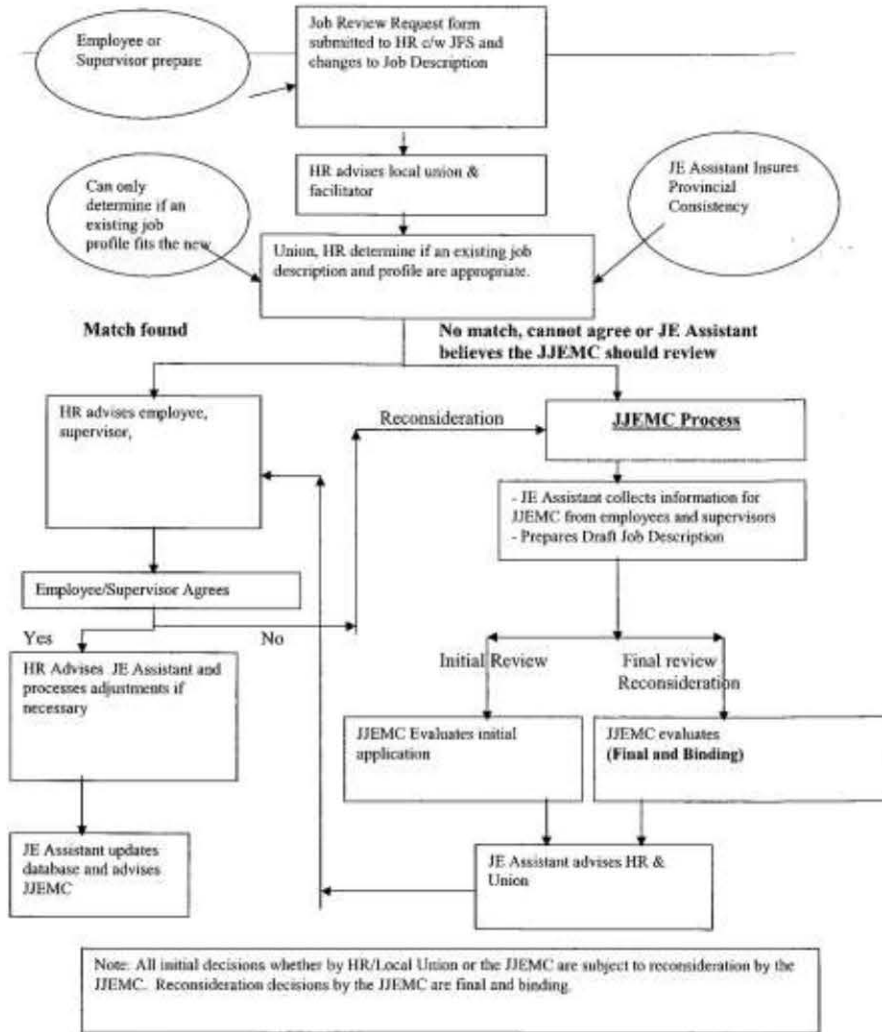
FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. H. [Signature] R.D.  
[Signature]

[Signature]



**Maintenance Procedure  
Changed Job (Reclassification)**



**APPENDIX II  
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:*

<b>Memorandum of Agreement</b>
<b>Between</b>
<b>CUPE, SEIU, SGEU</b>
<b>And</b>
<b>SAHO</b>

**1. Implementation**

	<b>Total Pay Equity Adjustment as a % of Straight-Time Payroll</b>	<b>Eligible Employees</b>	<b>Employees Furthest from the Line</b>
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				
4	3	4	3	4	3	4	3		
3	3	3	3	3	3	3	3	3	3
2	2	2	2	2	2	2	2	2	2
1	1	1	1	1	1	1	1	1	1

- 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 28<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. H. [Signature] RO  
[Signature]

[Signature]  
[Signature]

**APPENDIX III  
PROVIDER GROUP JOINT JOB EVALUATION – IMPLEMENTATION  
AGREEMENT**

*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 5<sup>TH</sup>, 2004**

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

**ITEMS AGREED TO, AND DISPUTED, AS OF APRIL 5<sup>TH</sup>, 2004**

**1. Implementation.**

May 30<sup>th</sup>, 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 30<sup>th</sup>.

Retroactive pay for the period April 1<sup>st</sup>, 2003 to May 29<sup>th</sup>, 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 30<sup>th</sup>, 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 5<sup>th</sup>, 2004**

Employees moving between Employers within the geographic RHA and who were on staff as of October 3<sup>rd</sup>, 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 1<sup>st</sup>, 2002 and October 2<sup>nd</sup>, 2003 are entitled to the applicable amount of the lump sum payment.

Employees on staff as of October 3<sup>rd</sup>, 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 1<sup>st</sup> 2002 to March 31<sup>st</sup>, 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 3<sup>rd</sup>, 2003 will not be eligible to receive the lump sum payment.

**b. Disputed as of April 5<sup>th</sup>, 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 3<sup>rd</sup>, 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 31<sup>st</sup>, 2003.

The amount of retroactivity is based on the hours worked (including paid hours) during April 1, 2002 and March 31<sup>st</sup>, 2003. If full-time hours were worked \$1,000.00 is paid. If OTFT during April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 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 5<sup>th</sup>, 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 3<sup>rd</sup>, 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 5<sup>th</sup>, 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 3<sup>rd</sup>, 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 3<sup>rd</sup>, 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 31<sup>st</sup>, 2003.

The amount of retroactivity is based on the hours worked (including paid hours) during April 1, 2002 and March 31<sup>st</sup>, 2003. If full-time hours were worked \$1,000.00 is paid. If OTFT during April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 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 23<sup>rd</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

C. Hancock, RO  
[Signature]

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

[Signature]

**APPENDIX IV  
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 25<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

*Chantal, RD*  
*[Signature]*

*[Signature]*  
*[Signature]*

**LETTER OF INTENT**

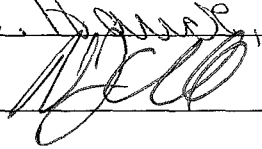
**#1 RE: EMPLOYMENT OF FULL-TIME OR PART-TIME EMPLOYEES**

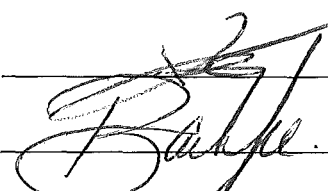
It is the intent of the Employer, that insofar as the efficient operation of the facility is concerned, the Employer will employ as many full-time, then part-time employees as is reasonably possible. The use of casuals shall be kept to a minimum.

All of which is agreed this 28<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. H. HARRIS, R.D.  




**LETTER OF INTENT**

**#2 RE: LOCAL LETTERS OF UNDERSTANDING**

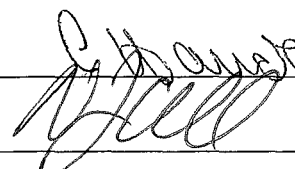
It is hereby agreed between the parties that when the parties determine that a local letter of understanding is to be negotiated, the parties shall examine the issue to determine if the letter of understanding should apply to all Extendicare facilities.

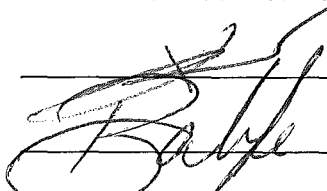
When a letter of understanding does not apply to all Extendicare facilities or applies to a single facility or situation, the letter of understanding shall state clearly the extent of application.

All of which is agreed this 28<sup>th</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. H. HARRIS, R.D.  




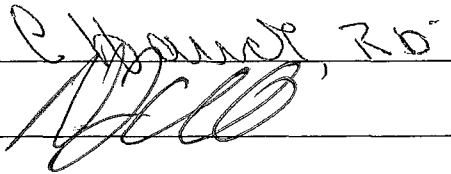
**LETTER OF INTENT #3 RE: VACATION-RELATED ADMINISTRATIVE PROCESSES REVIEW**

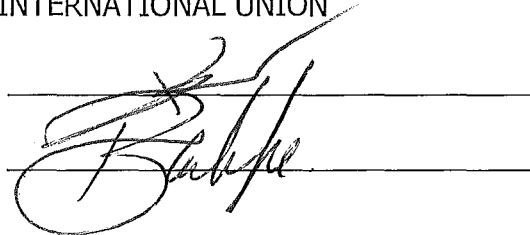
Within ninety (90) days of the parties exchanging written notice of ratification of the Memorandum of Settlement dated January 31, 2014, the Union and the Employer shall commence to meet to discuss matters of concern of either party regarding the administrative process(es) used with respect to the vacation provisions under the Collective Agreement with the intent of such meeting(s) to be a mutually agreed resolution of the matters.

All of which is agreed this 23<sup>rd</sup> day of August, 2014.

FOR  
EXTENDICARE CANADA INC.

FOR  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
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**MEMORANDUM OF INTERPRETATION**

Following an award of a Board of Arbitration chaired by Catherine Zuck, Q.C., dated July 8, 2011 regarding SEIU-West and Saskatoon Regional Health Authority, the Union and the Employer agree to the following interpretation clarification which shall apply when an organizational change and/or reorganization of work involves a merger, transfer or consolidation of work in which employees from one or more facilities (the "relocated employees") are merged or transferred or otherwise relocated to a pre-existing workforce at another facility of the Employer.

The employees employed in the pre-existing workforce at another facility prior to the organizational change or reorganization of work are referred to in this interpretation clarification as the "receiving employees".

When an organizational change or reorganization is contemplated in which the relocated employees are relocated to the facility where the receiving employees are employed, the relocating employees and receiving employees will be merged into a single seniority list.

In order of the merged seniority list, the relocated employees shall have the choice between (1) retaining a position in their classification, to the extent that such positions are available, or (2) exercising their rights under Article 12.

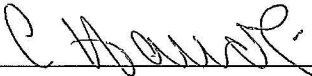
**In the order of the merged seniority list, the receiving employees shall retain a position in their job classification in their facility to the extent such positions are available. Only where no such positions are available in their job classification in their facility, or where the hours of work of pre-existing positions of the receiving employees are reduced, shall receiving employees have the option to exercise their rights under Article 12.**

**This Memorandum of Interpretation shall remain in force and effect until and unless the language contained in the current LOU #6, as set out in the SEIU-West/Extendicare Collective Agreement (expiring March 31, 2017) is amended, modified, added to or deleted.**

**SIGNING PAGE**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED THE 28<sup>th</sup> DAY OF August 2014 AND THE YEAR FIRST ABOVE WRITTEN.

Signed on behalf of  
EXTENDICARE CANADA INC.

  
\_\_\_\_\_

Cathy Hauck  
Regional Director

  
\_\_\_\_\_

Norm Zimmer, Manager  
Labour Relations

  
\_\_\_\_\_

Dan Sheplack  
Elmview Extendicare

  
\_\_\_\_\_

Michele Farrell  
Preston Extendicare

  
\_\_\_\_\_

Rhonda Farley  
Extendicare, Moose Jaw

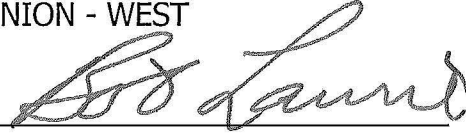
  
\_\_\_\_\_

Jason Carson  
Parkside Extendicare

  
\_\_\_\_\_

Kim Skinner  
Sunset Extendicare

Signed on behalf of  
SERVICE EMPLOYEES INTERNATIONAL  
UNION - WEST

  
\_\_\_\_\_

Bob Laurie, Director  
Contract Bargaining & Enforcement

  
\_\_\_\_\_

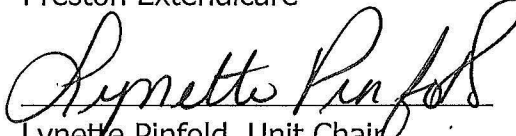
Andy Iwanchuk  
Negotiations Officer

  
\_\_\_\_\_

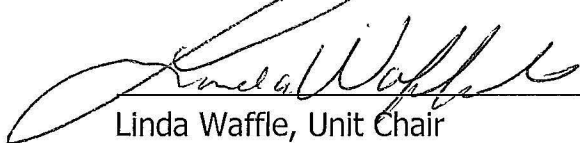
Tanya Ziffle, Unit Chair  
Elmview Extendicare

  
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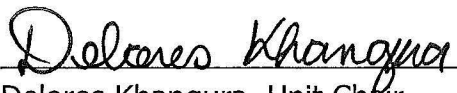
Lori Klus, Unit Chair  
Preston Extendicare

  
\_\_\_\_\_

Lynette Pinfold, Unit Chair  
Extendicare, Moose Jaw

  
\_\_\_\_\_

Linda Waffle, Unit Chair  
Parkside Extendicare

  
\_\_\_\_\_

Delores Khangura, Unit Chair  
Sunset Extendicare

  
\_\_\_\_\_

Kerry G. Barrett  
Negotiations Officer

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