

# COLLECTIVE AGREEMENT

between

EXTENDICARE CANADA INC.

and

THE SASKATCHEWAN UNION OF NURSES

For the period: April 1, 2018 to March 31, 2024

**EXTENDICARE<sup>®</sup>**

... helping people live better



**SASKATCHEWAN  
UNION OF NURSES**



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This Agreement made the 14<sup>th</sup> day of March, 2022.

Between:        Extendicare Canada Inc.

And:             Saskatchewan Union of Nurses

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## ARTICLE 1 - PREAMBLE

### 1.01 Preamble

Whereas it is the desire of the Employer and the Union to:

- (a) Maintain and improve harmonious relations between the Employer and its Employee(s) who are members of the Union;
- (b) Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and salary;
- (c) Exercise their rights and functions, reasonably, fairly and in a manner consistent with the Collective Agreement as a whole;
- (d) Encourage safety and efficiency of operations;
- (e) Promote the morale, well being and security of all Employee(s) in the bargaining unit of the Union, in an atmosphere of mutual dignity and respect;
- (f) Provide for collaboration between the parties in order to secure the best possible nursing care, clinical services and health protection for the residents and general public; and
- (g) Promote an environment supportive of professional nursing practice and safe resident care.

THE PARTIES TO THIS AGREEMENT, DO HEREBY ENTER INTO, ESTABLISH AND AGREE TO THE FOLLOWING TERMS:

## **ARTICLE 2 - SCOPE**

- 2.01 Unless excluded from the bargaining units by mutual agreement or by way of order from the Saskatchewan Labour Relations Board, the terms of this agreement shall apply to all Registered Nurses, Graduate Nurses, Registered Psychiatric Nurses and Graduate Psychiatric Nurses employed by the Employer and any other classification specified in the respective Certification Orders as issued by the Saskatchewan Labour Relations Board.
- 2.02 Whenever used herein, the feminine gender shall mean and include the masculine and similarly the singular shall include the plural and vice versa as applicable.
- 2.03 The term registered nurse shall include Registered Nurse, Registered Psychiatric Nurse and Registered Nurse (Nurse Practitioner).

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 Subject to the terms of this Agreement, it is the function of the Employer to:
- (a) Direct the working force;
  - (b) Operate and manage its business in all respects;
  - (c) Hire, select, transfer and lay-off because of lack of work;
  - (d) Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of Employee(s), such rules and regulations shall primarily be designated to safeguard the interest of the clients and the efficiency in Employer operations;
  - (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 4 - NO DISCRIMINATION/HARASSMENT**

- 4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee(s) in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, national origin or religious affiliation, political affiliation, sex, sexual orientation, place of residence, marital status or disability subject to bona fide occupational requirements, family status, colour, ancestry, receipt of public assistance, 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 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 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 repeated intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; and
  - (4) constitutes a threat to the health or safety of the worker.
- (b) The policy shall be jointly developed in consultation with the **Union** 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 Employer view harassment;
  - (2) All Employees/Managers shall be 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) if applicable, 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 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 actions. Failure to resolve shall result in the initiation of a formal investigation.

## ARTICLE 5 - REPRESENTATIVE WORKFORCE

### 5.01 (a) General Provisions

The Union and the Employer agree with the **goal** of achieving a representative workforce for **First Nations and Metis** workers **and agree to support the principle for respecting and acknowledging a culturally responsive workplace.** The Employer shall develop, implement, monitor and evaluate initiatives designed to facilitate employment of **First Nations and Metis registered nurses in proportion to their representation in the working age population within the community or the provincial population.**

(b) Workplace Preparation

The Employer agrees to implement, in consultation with the Union **and our First Nations and Metis partners,** educational opportunities for all Employees to raise awareness of cultural **diversity** with an emphasis on **First Nations and Metis** people. Payment for such educational opportunities shall be **in** accordance with Article 41.02 (a).

(c) **Truth and Reconciliation**

**The Employer and the Union agree to collaborate in finding constructive ways of implementing the Calls to Action outlined by the Truth and Reconciliation Commission of Canada, June 2015 that are relevant to health and healthcare.**

**5.02 Diversity in the Workplace**

**The Union and the Employer agree with the goal of achieving a diverse workforce which supports the principle for respecting and acknowledging a culturally responsive workplace.**

**ARTICLE 6 - UNION RECOGNITION AND SECURITY**

- 6.01 The Employer recognizes the Union as the sole bargaining representative for all Employees within the scope of this Agreement.
- 6.02 The Employer agrees to negotiate with the Union and its designated representatives and agrees the Union may have the assistance of outside advisors in negotiation or discussion with the Employer.
- 6.03 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 covered by this agreement who is not required to maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by members of the Union.
- 6.04 The Employer agrees to deduct uniform membership dues, fees and assessments from the earnings due members of the Union. Deductions shall be made no later than the last pay of each month.
- (a) Provincial dues, fees and assessments shall be remitted to the SUN office within fifteen (15) calendar days following the date deductions were made. The Employer shall, when remitting such dues, provide in a single report the members' names, facility work location, status, classification, salary step and regular earnings.

A list of newly hired, and terminated Employees shall also accompany the remittance. In addition to the information required above, the support list accompanying the remittance of Union dues shall show a residence address for all newly hired Employee(s).

On a quarterly basis, the Employer shall provide the names and addresses of the Employees within the scope of the bargaining units.

- (b) Local dues, fees and assessments shall be remitted to the Local within fifteen (15) calendar days following the date deductions were made. The Employer shall, when remitting such dues, provide in a single report, the members' names, facility work location, status, classification, salary step and regular earnings.

A list of newly hired, and terminated Employees shall also accompany the remittance. In addition to the information required above, the support list accompanying the remittance of Union dues shall show a residence address for all newly hired Employee(s).

- 6.05 The Union agrees to provide the Employer with four (4) calendar weeks notice of:
  - (a) any changes in the amount of monthly dues or fees;
  - (b) any assessment levied on the membership.
- 6.06 The Employer agrees to advise all newly hired Employee(s) of the existence of the Union and shall provide a copy of this Agreement to the Employee at the time of hiring.
- 6.07 The Employer agrees to advise each Employee of those employment practices and procedures, and changes thereto, which may not be set forth in this Agreement. Policies, rules and regulations made by the Employer affecting Employee(s) within the scope of this Agreement must be consistent with the terms of this Agreement. A copy of each Human Resource policy affecting SUN members shall be sent to the Local President.
- 6.08 The Employer agrees to provide the Union and the Local(s) of the Union with organizational charts of their management structure.
- 6.09 No Employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of the Agreement.
- 6.10 The Employer agrees to show on the income tax (T-4) slip of each member of the Union, the total amount of Union dues deducted from earnings and remitted to the Union on behalf of the member.
- 6.11 The Employer agrees to facilitate the receipt of mail at a designated location in the Facility for pick-up by officers of the Local of the Union.
- 6.12
  - (a) Suitable notice boards for the use of the Union shall be provided by the Employer and located in sufficient and appropriate places easily accessible and conspicuous to the Employees concerned; however, the Employer reserves the right to request and have removed posted material if considered damaging to the Employer.
  - (b) The Employer shall provide space on the premises of each Facility which may be utilized by the Local of the Union for the storage of files and materials. Current practice concerning the provision of office space shall be continued and where possible Locals shall be provided with office space.
- 6.13 The Employer agrees to apply for a rebate of Employment Insurance premiums under the "Employment Insurance Rebate Program". The Employees' share of the rebate shall be administered by the Local of the Union for the benefit of its members consistent with the terms of the Employment Insurance Act S.C. 1996, c. 23 (or as the Act may be amended from time to time). Remittance of the

Employees' share of the Employment Insurance rebate shall be turned over to the Local of the Union on a monthly basis or as otherwise mutually agreed.

6.14 The Employer agrees to have newly hired Employee(s) sign a Union dues "Authorization for Check-Off" form and will provide them with a Union membership form at the time of hiring. Such forms shall be provided to the Employer by the Union.

6.15 During a newly hired Employee's introduction and orientation period, a representative of the Union shall be given thirty (30) minutes from her regular shift of duty without loss of pay or benefits to introduce the Union to the Employee.

The representative of the Union shall be notified and be given time to meet with the Employee(s) during the Facility orientation.

- 6.16 (a) At least sixty (60) days prior to the Employer contracting or subcontracting out work of the bargaining units, the Employer shall meet with the Union to discuss their intentions. In such discussions, the Employer(s) will fully disclose its reasons for the decision to contract or subcontract such work and give the Union an opportunity to suggest ways which the work might otherwise be performed.
- (b) Should contracting out work of the bargaining units occur, the Employer agrees that all full-time and OTFT – RPT and JS Employees within the bargaining units with more than three (3) years of seniority shall be retained.
- (c) Affected Employees shall have access to the provisions of Article 28 - Layoff and Re-employment.

## **ARTICLE 7 - HOURS OF WORK**

### **7.01 Normal Hours of Work**

- (a) Normal hours of work shall be eighty (80) hours in a biweekly period or seventy-two (72) hours in the biweekly period in which an additional day off is scheduled in accordance with Article 7.01 (b)

OR

sixty-four (64) hours in the biweekly period in which two (2) additional days off are scheduled in accordance with Article 7.01 (b).

- (b) Employee(s) shall work a total of eight (8) consecutive hours per shift (excluding a specified meal break). Two (2) additional days off shall be scheduled within the identified six (6) week averaging period of two hundred and twenty-four (224) paid hours. Whenever possible the additional days off referred to in Article 7.01 (a) shall be scheduled in conjunction with the Employee's regular days off or scheduled Statutory Holiday off.
- (c) The bi-weekly periods referred to in Article 7.01 (a) shall be reconfirmed and posted during the first thirty (30) days of each calendar year. In extenuating circumstances, the bi-weekly period may be adjusted but shall be posted thirty (30) days prior to the implementation date.

### **7.02 Definitions**

- (a) Paid Hours

Paid hours mean all hours excluding unpaid union leave (except in the case of salary continuance), time in excess of one (1) year while on Workers' Compensation, unpaid Leave of Absence (L.O.A.) and overtime.

(b) Day

For the purpose of this Agreement, a day shall be any twenty-four (24) hour period counted from the time the Employee commences her scheduled shift.

(c) Weekend

A weekend shall mean fifty-five (55) consecutive hours between 0700 hours Friday and 0700 hours Monday, and in every case, the Employee shall not be required to commence her next scheduled shift before 2230 hours Sunday.

### 7.03 Work Schedules

- (a) The Employer shall develop and maintain a master work schedule. The master work schedule shall be mutually satisfactory to the Employer and the Local. The master work schedule is subject to change with a minimum notice of fourteen (14) calendar days in advance of the actual week being worked to the affected Employee(s).
- (b) Provisional work schedules shall be posted at least forty-two (42) calendar days in advance of the actual work week being worked.
- (c) Notwithstanding 7.03 (b) above, work schedules shall be confirmed and posted fourteen (14) calendar days in advance of the actual week being worked. Deviation from the confirmed and posted schedule shall only be by mutual agreement of the Employee(s) affected. If there is mutual agreement the changes shall not be subject to premium rates.
- (d) Access to accurate and up-to-date work schedules shall be available in every facility.
- (e) When Employee(s) are required to change their shift from the confirmed and posted schedule as a result of an Employer directive, the Employee(s) shall be paid a premium 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 five (5) shifts so changed.
- (f) Scheduling of hours within the posted schedule for OTFT-JS shall be by mutual agreement between the Employer and the Employee(s) affected.

### 7.04 OTFT – Casual Work Schedule

It is agreed that OTFT-CAS Employee(s) can be scheduled in advance as per Article 36.04 Definition of Casual.

- (a) Failure to schedule all such work in advance in accordance with Article 7.03 (b) and (c) shall not result in payment of premium pay.
- (b) Nevertheless, if the Employer schedules an OTFT-CAS Employee in advance, in accordance with Article 36.04 (b), (c) and (d) and such work is within the posted and confirmed period, cancellation of the scheduled shift(s) shall result in payment of premium pay in accordance with Article 7.03.



- (c) Notwithstanding Article 7.04 (b) above, the OTFT-CAS who is scheduled in advance in accordance with Article 36.04 (a) or 36.04 (e) shall receive forty-eight (48) hours notice of cancellation of her scheduled shift(s). If such notice is not provided, the Employee shall be paid her regular earnings for any shift(s) cancelled within the forty-eight (48) hour period.

#### 7.05 Minimum Shift Length

The Employer shall not implement regularly scheduled shifts of less than four (4) hours.

#### 7.06 Meal Period

- (a) Employees working a shift of at least five and one-half (5 1/2) hours shall be provided a one-half (1/2) hour unpaid meal period. In the event the Employee is required to work during her meal period or is required to stay on the premises during her meal period, such time will be re-scheduled later in the shift, or paid at the applicable overtime rate if such time cannot be rescheduled.
- (b) Notwithstanding (a) above, an Employee required to carry a pager and/or cell phone on their one-half (1/2) hour unpaid meal period shall be paid at the applicable overtime rates if such time cannot be rescheduled.
- (c) Where presently established, Employees shall retain the option of up to a one (1) hour unpaid meal break with the option of reducing the unpaid meal break to one-half (1/2) hour at the request of the Employee and with the approval of the Employer.

#### 7.07 Rest Periods

- (a) Employees working a shift of at least four (4) hours shall be provided one (1) fifteen (15) minute rest period approximately midway through the shift.
- (b) Employees working a shift of at least six (6) hours shall be provided two (2) fifteen (15) minute rest periods approximately midway through each half (1/2) of the shift.
- (c) Wherever possible, missed rest periods shall be rescheduled later in the shift.
- (d) Upon request, the Employer shall arrange a suitable location for an Employee for breast feeding and/or pumping during her scheduled shift. Whenever possible, the Employer shall provide the Employee time outside the scheduled breaks for the purpose of breast feeding and/or pumping.

#### 7.08 Time Off Between Shifts and Shift Changes

- (a) Time off Between Shifts

A period of at least fifteen (15) hours off duty shall be scheduled between shifts.

- (b) Time Off Between Shift Changes

- (1) A period of at least twenty-three and one-half (23 1/2) hours off duty shall be scheduled between shift changes, except by mutual agreement with the Employee affected and the Employer.
- (2) An Employee shall not be scheduled to work more than two (2) different shifts between days off.

## 7.09 Shift Rotation

The Employer, in scheduling shifts, shall consider and accommodate, where possible, Employee's requests.

### (a) Equitable Shift Rotation

Employee(s) scheduled for shift rotation shall have shifts rotated as equally as possible relative to their Employee co-worker(s) on the ward or Unit.

### (b) Two Shift Rotation

At the request of the Employee(s) on a ward or Unit and where the preference of the Employee(s) is such, the objective shall be for Employee(s) to rotate only between two (2) shifts.

### (c) Permanent Evening or Night Shift Arrangements

A request by an Employee to work permanent evening or night shifts shall not be unreasonably withheld. Any such arrangements require the agreement of the Employer, the Employee(s) and the Local. In the event the Employee or the Employer wishes to terminate the agreement, they shall give sixty (60) days notice in writing to the other party.

## 7.10 Consecutive Shifts

Employees shall not be required to work more than six (6) consecutive shifts of work between days off.

## 7.11 Consecutive Days Off

Employee(s) shall receive no less than two (2) consecutive days off unless single days off are arranged by mutual agreement between the Employer and the Employee.

## 7.12 Weekends Off

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

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

7.13 Mutual Shift Trades

An Employee(s) shall be able to trade shifts with another Employee(s) who is capable of undertaking the same or similar work. Mutual shift trades shall not be subject to premium rates unless premium rates would have been paid irrespective of the trade.

Each shift trade shall be completed within a forty-two (42) day period unless mutually agreed otherwise between the Local and the Employer. The Employee who initiates the shift trade is only responsible to ensure that her traded shift is worked if the Employee who accepted the trade transfers to another position or resigns her position.

7.14 Cancelling Shifts

Except as provided for elsewhere in the Agreement, or in cases of discipline, an Employee who is sent home from scheduled regular duty prior to the completion of such duty shall be paid for the full shift as scheduled.

7.15 Reporting Back to Work after Shift Completion

An Employee required to report back to work after leaving the premises of the Employer following completion of a shift, but before commencement of her next shift, shall be guaranteed a minimum of two (2) hours pay at the appropriate overtime rates.

7.16 Telephone Calls at Home

The Employer recognizes that Employees who are not on standby should not be telephoned at home outside of work hours. Where this becomes an issue the Employee should bring the matter to the attention of her supervisor. The supervisor shall take the necessary steps to ensure the Employee is not bothered on her own time.

An Employee, who after she has left her place of work, receives a phone call from the Employer or designate or calls from clients as authorized by the Employer and is required to provide off site assistance which does not involve a return to her place of work, shall be paid for each hour or portion thereof worked or for a minimum of thirty (30) minutes at regular rates of pay, whichever is greater.

7.17 Working on a Scheduled Day or Days Off

Employee(s) required to work their scheduled day or days off shall receive double (2x) their regular rate of pay for such time so worked and upon request of the Employee and whenever possible, a day(s) off may be granted for such time worked. Such requests must be made within a one (1) week period of the actual time worked.

7.18 Designating an Assigned Shift Off

In the event an Employee is called in and works at premium rates of pay four (4) or more hours of the eight (8) hours immediately preceding her next assigned shift of regular duty, she shall have the right, except in emergent situations, to designate that assigned shift or part thereof as an unpaid rest period.

7.19 Optional Scheduling Arrangements

The provisions with respect to optional scheduling arrangements are set out in Articles 7.21 to 7.28.

At the request of the Local, the Employer agrees to discuss a shift schedule providing for a variety of "Optional Scheduling Arrangements" options on a pilot project basis.

The shift schedule for the Optional Scheduling Arrangements shall be determined by mutual agreement between the Employer and the Employees and the Local and a Letter setting out the applicable provisions shall be concluded. The pilot project shall not be for less than six (6) months. (See Pro Forma Letter Re: Shift Option(s))

#### 7.20 Implementation of Optional Scheduling Arrangements

There shall be eight (8) optional scheduling systems as set out in Articles 7.21 to 7.28, which shall be applied upon mutual agreement, in writing, between the Union and the Employer. The normal hours of work shall be eight (8) hours.

Any shift option shall only be implemented at the request of the Employees on a Unit and with the approval of the Employer. At the time of instituting the twelve (12) or ten (10) hour shift, any Employee(s) may select to continue working eight (8) hour shifts and shall be scheduled accordingly. Should the Employer determine a need for additional eight (8) hour shift positions, and in the event that agreement amongst the Employees cannot be reached, the Employee(s) with the least bargaining unit seniority may be required to fill these positions.

Upon agreement between the Union and the Employer to proceed with the six (6) month trial period of a shift option, the parties will discuss and confirm the procedure(s) to be used for an orderly return to an eight (8) hour shift schedule. The “orderly return” procedure(s) will be finalized prior to the implementation of the shift option.

The shift option(s) shall be for a trial period of six (6) months. There must be mutual agreement between the Employer and the Union to continue the shift option. Any shift option may be terminated by either party with ninety (90) days notice. Upon receipt of shift option termination notice, the Employer shall convene a meeting with the Local to review and implement the agreed upon orderly return procedure(s).

#### 7.21 Option I – Twelve (12) Hour Shift Schedule

Regular hours of work for Employees shall be eleven point seven eight (11.78) (referred to as twelve (12) hours hereafter) consecutive hours per day. Full-time Employees shall be scheduled for twelve (12), twelve (12) hour shifts and one (1) eight (8) hour shift in a twenty-eight (28) day period. It is agreed that eleven point seven eight (11.78) hours is equivalent to eleven hours (11) and forty-seven (47) minutes. Option I shall include:

- (a) At least two (2) consecutive days off;
- (b) Every second weekend off, or by mutual agreement between the Employer and the Employee, two (2) weekends off in four (4) and in any case, not more than three (3) consecutive weekends worked in a row. A weekend shall be defined as the consecutive hours between 0001 hours Saturday and 0700 hours Monday unless indicated by the Local that they prefer the alternate weekend which shall be 0800 hours Saturday to 1900 hours Monday;
- (c) Not more than four (4) consecutive scheduled days of work; whenever possible Employees' preference to work a maximum of three (3) shifts in a row shall be accommodated on the shift schedule;
- (d) Two (2) rest periods and one (1) meal break totalling no less than sixty (60) minutes shall be scheduled, inclusive of the twelve (12) hour scheduled shift;
- (e) One (1) additional meal break of one half (1/2) hour shall be scheduled, exclusive of the twelve (12) hour scheduled shift;

- (f) Overtime shall be paid for all time worked in excess of eleven point seven eight (11.78) hours or eight (8) hours respectively as per Article 8.02 and/or for all hours worked in excess of one hundred and forty-nine point thirty-six (149.36) in an identified twenty-eight (28) day period.

#### 7.22 Option II – Extended Shift – Combination of Eight (8) and Twelve (12) Hour Shifts

Employees working a combination of eight (8) and twelve (12) hour shifts shall do so in accordance with the provisions identified in Option I and Article 7.01 (a) except that:

- (a) Full-time Employees shall be scheduled for fifteen (15) shifts of eleven point seven eight (11.78) hours and six (6) shifts of eight (8) hours in an identified forty-two (42) day period;
- (b) An Employee shall not work more than four (4) consecutive extended work days or two (2) extended work days and two (2) eight (8) hour shifts consecutively or six (6) eight (8) hour shifts consecutively. An Employee shall not work more than forty-eight (48) hours between days off;
- (c) Every second weekend off, or by mutual agreement between the Employer and the Employee, two (2) weekends off in four (4) and in any case, not more than three (3) consecutive weekends worked in a row. A weekend shall be defined as the consecutive hours between 0001 hours Saturday and 0700 hours Monday unless indicated by the Local that they prefer the alternate weekend which shall be 0800 hours Saturday to 1900 hours Monday.
- (d) Overtime shall be paid for all time worked in excess of eleven point seven eight (11.78) hours or eight (8) hours respectively as per Article 8.02 and/or for all hours worked in excess of two hundred and twenty-four point seven (224.7) hours in a forty-two (42) day period.
- (e) On one (1) occasion per calendar year one (1) shift of eleven point seven eight (11.78) hours shall be designated and scheduled as an eight (8) hour shift.

#### 7.23 Option III – Rotating Between Blocks of Eight (8) and Blocks of Twelve (12) Hour Shifts

- (a) Identified blocks of eight (8) or twelve (12) hour shifts shall be for a minimum of twelve (12) weeks.
- (b) All terms and conditions of Article 7 and Article 8 shall apply while on eight (8) hour shifts.
- (c) Provisions of Article 7.21 Option I shall apply while working the twelve (12) hour shifts.

#### 7.24 Option IV – Extended Shift – Ten (10) Hour

Option IV shall not be implemented on any ward or Unit that requires twenty-four (24) hour nursing coverage.

- (a) Each twenty eight (28) day period shall not exceed one hundred and forty-nine point four (149.4) hours of work. It is understood that wherever ten point one (10.1) hours is indicated, its equivalent 10 hours and 6 minutes may be used. The twenty-eight (28) day period shall consist of fourteen (14) extended shifts and one (1) eight (8) hour shift.
- (b) Overtime shall be paid for all time worked in excess of ten point one (10.1) hours or eight (8) hours respectively, or in excess of one hundred and forty nine point four (149.4) hours in an identified four (4) week period, as per Article 8.02.
- (c) (1) Each extended shift ten point one (10.1) hours shall be inclusive of two (2) rest breaks, totalling no less than forty-five (45) minutes.

- (2) Each shift of ten point one (10.1) hours shall be exclusive of one (1) thirty (30) minute meal break.
- (d) An Employee shall receive no less than two (2) consecutive days off and two (2) out of four (4) weekends off and in any case not work more than three (3) consecutive weekends.
- (e) A weekend shall be defined as the consecutive hours between 0001 hours Saturday to 0700 hours Monday.
- (f) An Employee shall not work more than four (4) consecutive extended shifts between days off.

#### 7.25 Option V – Self Scheduling

Regular hours of work for Employees shall be the normal hours of work or as per the Optional Shift Arrangements being worked. All schedules submitted by Employees must be in accordance with the scheduling provisions as outlined in Article 7 or the Optional Shift Arrangement being worked. Option V shall include the following:

- (a) A master schedule shall be established in accordance with Article 7.03.
- (b) From the master schedule, Employees shall develop and collectively complete a schedule at least two (2) weeks in advance of the provisional work schedule being posted. The completed schedule shall be based on Unit or Facility requirements.
- (c) Employees must schedule themselves to work an equal number of day and night shifts in the case of Article 7.21 Option I or in the case of an eight (8) hour shift schedule, an equal number of shifts to rotate between.
- (d) Each Employee may identify one (1) priority day off per week. On one (1) occasion in a twelve (12) week period, three (3) priority days off may be scheduled in a row. In no case, shall an Employee have more than twelve (12) priority days off in a twelve (12) week period.
- (e) The priority day(s) off shall be marked by an X and shall not be changed by the Employer once the final schedule has been approved.
- (f) The Employer shall have approval for the final schedule and post it at least six (6) weeks prior to the start of the rotation.
- (g) Any Employee choosing not to participate in self- scheduling shall have shifts scheduled by the Employer. The Employee may only revert to a self-scheduling option upon expiry of the current Collective Agreement.
- (h) In the event of displacement or transfer, the Employee entering the Unit or Facility shall complete the self- schedule for the remaining existing rotation. The Employee may then indicate her desire to continue with the self- schedule, or revert to the master schedule.

#### 7.26 Option VI – Field hours

Field Hours shall only apply to Employee(s) working primarily daytime hours of approximately eight (8) hours per day. It is agreed that some fluctuation of daily hours may occur.

Regular hours of work shall be two hundred and twenty-four (224) hours averaged over a six (6) week period. The scheduling provisions of Article 7 shall govern except as follows:

- (a) Daily hours of work shall be unregulated within any one (1) working day or series of working days which may include variable start times on a daily basis, at the discretion of the Employee based on client needs.
- (b) All hours between 0700 and 2200 shall be considered core hours and Employees shall schedule themselves between these hours unless prior approval is obtained to do otherwise.
- (c) An Employee may work an additional eight (8) hours per three (3) week period and bank at straight time. Such time must be taken within the following eighteen (18) week period at a mutually agreed time. If it is not taken during that time period, the amount shall be paid out at the applicable overtime rate.
- (d) Field Employees normally will be granted two (2) consecutive days off per week and where work permits these normally will be Saturday and Sunday. Article 7.12 (a) shall apply for weekends worked, when applicable.
- (e) Articles 7.03 (a), (b), (c), (d), (e) and 6.08 (a) shall not apply.
- (f) Overtime shall be paid for all time worked in excess of two hundred and twenty- four (224) hours per six (6) week period except as provided in (c) above or any hours worked outside the core hours.

#### 7.27 Option VII – Flex Scheduling

Flex scheduling may apply to any Optional Scheduling Arrangement including normal hours of work identified in the Collective Agreement. The following conditions shall apply:

- (a) All variable start times must adhere to the scheduling provisions of the applicable Option identified.
- (b) Employees shall submit requests for variable start times for work on a Unit or Facility to the Employer for approval. Whenever possible, an Employee's request for variable start times shall be granted.
- (c) Employees choosing not to have a variable start time shall have shifts scheduled by the Employer in accordance with the master schedule.

#### 7.28 Option VIII – Weekend Worker

- (a) Full-time, OTFT-RPT or OTFT-JS Employees may request a 'weekend only' schedule whereby the Employee is scheduled to work every weekend. In the event more than one Employee requests a 'weekend only' schedule, the most senior Employee(s) shall have priority.
- (b) A full-time Employee working eight (8) hour shifts shall be scheduled twenty- eight (28) – eight (8) hour shifts in each six (6) week period, of which four (4) – eight (8) hour shifts shall be paid days off.
- (c) A Full-time Employee working extended shifts pursuant to Article 6.21, Option 1 shall be scheduled twelve (12) -11.78 hour shifts and one (1) - eight (8) hour shift in each four (4) week period, of which two (2) - 11.78 hour shifts shall be paid days off. One (1) four (4) week period in every twenty-four week period will have one (1) - 11.78 hour shift as a paid day off.

- (d) OTFT- RPT and OTFT- JS Employees shall receive paid days off on a prorated basis to their regularly scheduled Weekend Worker hours.
- (e) For purposes of determining overtime, benefits and accruals, the identified paid days off shall be considered days worked.
- (f) There shall be an additional ten (10) minutes deducted from the applicable accrual bank on the paid day off for every one (1) hour of paid absence from scheduled weekend worker hours. In the case of an unpaid leave of absence, for every one (1) hour of unpaid leave of absence from the scheduled weekend worker hours there shall be an additional ten (10) minutes of unpaid LOA taken on the paid day off.
- (g) Statutory Holidays shall be applicable as per Article 16. The additional ten (10) minutes referenced in (f) above shall not be deducted from the day off.
- (h) An Employee working their scheduled paid day off shall receive double (2x) their regular rate of pay for such time so worked and the paid day off shall be rescheduled.
- (i) The scheduling and premium provisions identified in Article 7.12 shall not apply to the Weekend Worker.
- (j) All remaining shifts left vacant as a result of implementing the Weekend Worker schedule shall be posted on a temporary basis.
- (k) An Employee working relief Weekend Worker shifts on an OTFT- CAS basis shall not be entitled to benefits associated with Employees in a Weekend Worker position.
- (l) On termination of the Weekend Worker option, a full-time Employee shall revert to her previous full-time hours. An OTFT-RPT or OTFT-JS Employee shall revert to her Letter of Appointment hours. The Employee working the temporary portion shall revert to her former status or position.
- (m) Notwithstanding a) above, upon mutual agreement between the Employer and the Union, a position of weekend worker may be posted. The position shall be temporary for up to one year and shall be reassessed at the end of this period by the Employer and the Union to determine the feasibility of re-posting such position.

## **ARTICLE 8 - OVERTIME**

### **8.01 Overtime in Emergency Circumstances**

Employees shall not be required to work overtime against their wishes except in emergency circumstances. An emergency circumstance shall be defined as a circumstance driven by an unforeseen and/or unpredictable influx of patients and/or an unanticipated increase in care required to address patient well being.

Such overtime shall be consistent with the Employee's normal responsibilities in her work area.

### **8.02 Overtime Premium**

- (a) All time worked in excess of the normal daily or bi-weekly hours shall be paid at the overtime rates of two times (2x) the Employee's regular rate of pay. While overtime is continuous with the Employee's regular shift and the Employee elects to leave the Facility for



a meal break not to exceed two (2) hours, premium pay shall be paid at two times (2x) the Employee's regular rate of pay for all hours worked.

- (b) The overtime provisions shall also apply when an Employee has worked more than the full-time hours of work in more than one Facility with the Employer. For Employees working the twelve (12) hour shift option, the averaging period shall be twenty eight (28) days [one hundred forty-nine point three six (149.36 hours)], otherwise the averaging period shall be two hundred and twenty-four (224) hours in a six (6) week period. This shall apply regardless of length of shifts in the Facility.
- (c) An Employee working full-time, within the bargaining units, may only work casual or overtime in an additional Facility should no relief or casual staff be available at that location.
- (d) When an OTFT Employee works in more than one unit / facility with different shift options in the same day, daily overtime shall be in accordance with the shift option in place on the unit / facility in which they first worked.

#### 8.03 Banking Overtime and Statutory Holiday Pay

An Employee shall have the option to bank time off in lieu of overtime pay and, where it can be achieved without reducing guaranteed hours for other Employees, Statutory Holiday pay. This accumulated time shall be taken at a time that is mutually acceptable to the Employee and the Employer. The accumulated time in lieu shall not exceed one hundred (100) hours unless otherwise agreed between the Employer and the Employee. Time not scheduled by the anniversary of the Employee's date of hire each year shall be paid out.

#### 8.04 Meal Periods and Rest Periods During Overtime

Employees required to work overtime shall be entitled to a one-half (1/2) hour meal period in accordance with Article 7.06 (a) and a rest period(s) in accordance with Article 7.07.

#### 8.05 Overtime on Statutory Holiday

Employees required to work overtime on a Statutory Holiday shall be paid double (2x) the regular rate of pay for all overtime hours worked unless banked under Article 8.04.

### **ARTICLE 9 - CHARGE PAY**

#### 9.01 Charge Pay shall be paid for the co-ordination of Unit activities on a ward, Unit or Facility.

Where a nursing supervisor is not on duty on the ward, Unit or in the Facility, or she is not available to co-ordinate the Unit activities or an assignment is made, an Employee shall be designated "In Charge" of the ward, Unit or Facility and paid a premium of two dollars (\$2.00) per hour.

Charge Pay shall be applicable to all positions where the Employee has been designated In Charge.

#### 9.02 Charge Pay referred to in Article 9.01 above shall be in addition to any other pay so stipulated in other Articles of this Agreement.

#### 9.03 If additional staff are necessary and no management personnel are available, the Employee designated in charge shall have the authority to call such additional staff subject to criteria established by the Employer in consultation with the Employees in the work Unit. In the event the Employer has not

established criteria, the Employee shall have the authority to call additional staff that, in her professional opinion, are necessary.

#### **ARTICLE 10 - RELIEF ASSIGNMENT**

- 10.01 Where a first line out-of-scope supervisor or in-scope supervisor normally would be on duty and is absent for reasons such as annual vacation, sick leave and leaves of absence for a period greater than three (3) working days, and no other supervisor is relieving her (out-of-scope for out-of-scope, in-scope for in-scope), an Employee shall be designated as Relief Assignment and shall be paid a rate of five point five per cent (5.5%) over the Employee's current hourly rate. If the increase of five point five per cent (5.5%) produces an hourly rate below the minimum of the range, the salary shall be adjusted to the minimum of the range or the Charge Pay referred to in Article 9.01, whichever is greater.
- 10.02 A Relief Assignment of less than three (3) days shall not be used to circumvent the above stated provisions.
- 10.03 Temporary assignment to relieve in an out-of-scope position shall not remove an Employee from the scope of the bargaining units or from the terms of the Agreement for a period totalling twelve (12) months during the term of this Agreement. At anytime during temporary relief assignment, an Employee may elect to return to her former position.
- 10.04 An Employee has the right to refuse an assignment to relieve in an out-of-scope or an in- scope supervisory position.

#### **ARTICLE 11 - ESCORT DUTY**

- 11.01 Where the Employer requests, either on its own behalf or acting as an agent for the ambulance or any other form of transportation, that an Employee escort a patient being transported through any means (i.e. medivacs), and the Employee agrees to do escort duty, subject to Article 11.01 (d) such Employee shall be considered an Employee of the Employer and;
- (a) Shall not lose regular earnings or days off for the time spent resulting from escort. Escort duty shall be counted as the time elapsed from leaving the Facility to return to the Facility.
  - (b) An Employee required to attend the patient and/or while waiting to return and/or while in return travel shall be paid overtime in accordance with Article 8 for the period exceeding normal hours of work within twenty-four (24) hours from the time she commenced her initial scheduled shift. An OTFT Employee on escort duty beyond the twenty-four (24) hour period, who is not scheduled, shall be paid up to a maximum of eight (8) hours at her regular rate of pay as if she had been scheduled, for each subsequent twenty-four (24) hour period.
  - (c) An Employee on escort duty shall be allowed reasonable expenses for meals and lodging as required on such an assignment. The Employer shall on submission of an expense claim reimburse the Employee the cost of such meals and lodging.
  - (d) An Employee shall not be required to perform escort duty against her wishes when other Employees are willing to perform this duty.
- 11.02 Except in an emergency situation, an Employee on escort duty for the Employer shall not be required to attend to more than one patient who requires "one-to-one" care.

- 11.03 Where an Employee is required to escort a client under Article 11.01 she shall not be required to commence a scheduled shift assignment within twelve (12) hours of her return from escort duty. If such is not satisfactory the Employee shall have the right to designate the scheduled shift or part thereof as an unpaid rest period.
- 11.04 If an ambulance company or any other party requests the Employer to provide names, addresses or telephone numbers of Employee(s) on staff for escort duty, the Employer shall not do so without written authorization from the Employee.
- 11.05 Any Employee who consents to or is required to perform escort duty will be provided with orientation to the ambulance and appropriate training to meet the needs of the client being transported.

## **ARTICLE 12 - STANDBY**

- 12.01 Standby duty shall mean any period of not less than eight (8) hours during which time an Employee is not on regular duty but must be available to respond immediately to any request to return to duty.
- 12.02 An Employee shall not be on standby on days she is not scheduled to work commencing from the end of her last shift worked without mutual agreement in writing between the Local, the Employee(s), and the Employer. In such cases, the Standby Pay in Article 12.03 (b) shall apply. The Local or the Employer may terminate such an agreement with ninety (90) days notice.
- 12.03 Employee(s) assigned to "standby" shall receive "Standby Pay" as follows:
- (a) Employee(s) assigned to be on standby shall be paid three dollars and fifteen cents (\$3.15) per hour for each hour on standby on a regular working day with a minimum payment of eight (8) hours.
  - (b) Employee(s) assigned to be on standby on Statutory Holidays and days not scheduled to work shall be paid four dollars and twenty-five cents (\$4.25) per hour for each hour on standby with a minimum payment of eight (8) hours.
- 12.04 In respect to each occasion on which an Employee is brought back to duty during a "standby" duty period, the Employee shall be deemed to be working overtime for the time so worked with guaranteed minimum payment of two (2) hours at overtime rates for the first call back. Employees called back within that initial two (2) hour call back period will be paid for any additional time beyond the first two (2) hours, at overtime rates. Employees called back after the initial two (2) hours have elapsed shall be paid a further minimum payment of two (2) hours at overtime rates.

Subsequent call back shall be administered as above.

Payment for call back shall commence from the time the employee receives the call, up to a maximum of thirty (30) minutes travel time. Payment for advanced notice call backs shall commence from the time the employee arrives at the facility.

- 12.05 "Standby" Employee(s) who work between the hours of 2400 (midnight) and 0700 hours or on Statutory Holidays or on their scheduled days off shall be paid at the rate of double (2x) the regular rate of pay for all hours so worked with a minimum of two (2) hours at the rate of double (2x) the regular rate.

Should a call-back 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 applicable overtime rates.

- 12.06 When requested, the Employer shall provide communication devices for Employees while on standby.
- 12.07 (a) Normally, an Employee shall not be scheduled a combination of scheduled shifts and standby duty in excess of twelve (12) consecutive days; and
- (b) Normally, an Employee shall not be scheduled standby duty in excess of seven (7) consecutive days.
- 12.08 The Employer shall provide a minimum of forty- eight (48) hours notice in the event standby is cancelled. Failure to provide such notice shall result in payment of standby premiums for any cancelled standby duty.
- 12.09 In Facilities with only one (1) registered nurse on duty on any given shift, the Employer shall ensure that an out-of-scope manager is available to be called in the event of an emergency.

### **ARTICLE 13 - TRANSPORTATION EXPENSE**

- 13.01 (a) All Employees who consent to use their vehicle for the conduct of the Employer's business on an occasional basis shall be reimbursed, upon substantiation, the transportation rate as provided in 13.01 (e).
- (b) An Employee who is called back to the Facility for duty shall be reimbursed for all reasonable, necessary and substantiated transportation expense. If the Employee travels for such purposes by private automobile, reimbursement shall be at the transportation rate as provided in 13.01 (e) for travel from the Employee's residence to the Facility and return with a minimum of four dollars and fifty cents (\$4.50) per round trip.
- (c) All Employees who are required to use their vehicle for the conduct of the Employer's business on a continuing basis as a condition of employment shall be reimbursed at the transportation rate as provided in 13.01 (e).

A monthly car allowance will also be provided for the purpose of contributing to such items as car depreciation, car maintenance and repair and business liability coverage.

- (1) One hundred and eighty-five dollars (\$185.00) per month for full-time Employees;
- (2) For other than full-time Employees, on a pro rata basis per day worked on days in which the Employee utilized her vehicle.
- (3) Employees who, on the date of signing of the Collective Agreement, had exclusive use of an Employer provided vehicle as a condition of employment shall continue to have access to the Employer provided vehicle for the lifetime of this agreement. All Employer provided vehicles shall be kept in good working order with appropriate safety equipment by the Employer.
- (4) Employees on leave of absence for more than three (3) months shall not be paid their monthly car allowance while on such leave. Payment of the monthly car allowance will resume the month in which they return to work.
- (d) The Employer is not responsible for transportation costs for reporting to or returning from a shift, unless the Employee's residence is her home base.

- (e) The transportation rates shall be adjusted (increased or decreased) to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI). The adjustment percentage will be rounded off to the nearest one-hundredth (1/100) of one per cent. The amount of the adjustment yielded by the procedure shall be rounded to the nearest one hundredth of one (\$0.0001) cent. Reimbursement shall be a minimum four dollars and fifty cents (\$4.50) per round trip.

Further reviews shall be done four (4) times per calendar year according to the following table:

<u>Review Period</u>	<u>Effective Date</u>
January over October	April 1
April over January	July 1
July over April	October 1
October over July	January 1

For the purpose of implementation, the following shall apply;

Effective **January 1, 2022:**

For travel south of the 54<sup>th</sup> parallel, the new per kilometer Transportation Rate is **\$0.4969**.

For travel north of the 54<sup>th</sup> parallel, the new per kilometer Transportation Rate is **\$0.5610**.

- (f) Employees who have to pay parking fees to park on the Employer's premises, who are on leave of absence for more than three (3) months, shall not be required to pay their monthly parking fees until the month in which they return to work and their parking privileges shall be reserved for their return.

- 13.02 If the Employer requires an Employee to arrive at or leave the Facility between 0001 and 0600 hours, and if the Employee does not have her own transportation, or public transportation is not available, the Employer shall pay taxi fare or provide such transportation to the Employee's place of residence.
- 13.03 (a) The Employee will be reimbursed for all reasonable substantiated expenses incurred while performing their duties on behalf of the Employer.
- (b) No Employee shall be obligated to transport passengers during their travel while working for the Employer except for purposes of orientation.
- (c) All time spent performing assigned work-related duties, including travel time and time spent charting, maintaining supplies, or any other work related duties shall be considered as time worked.
- (d) Employers shall reimburse Employee(s) for substantiated meal expense when Employees are required to travel outside the community where their headquarters is based. For the purpose of Article 13.03 (d), an Employee occupying one position shall have one (1) headquarters.

#### **ARTICLE 14 – SHIFT DIFFERENTIAL AND WEEKEND DIFFERENTIAL**

- 14.01 (a) A shift differential of three dollars and seventy five cents (\$3.75) shall be paid for each hour or part of an hour for all hours worked by an Employee where the majority of the hours of the shift fall between 1500 and 0800 hours. Employees working an extended shift option shall be

paid a shift differential for each hour or part of an hour worked between 1500 hours and 0800 hours.

- (b) Employee(s) working Field Hours or Flexible Hours shall be paid a shift differential of three dollars and seventy five cents (\$3.75) for each hour or part of an hour worked between 1800 hours and 0800 hours.

The shift differential shall not apply to overtime hours worked.

- 14.02 A weekend differential shall be paid at the rate of three dollars and ten cents (\$3.10) per hour for each hour worked between 0001 Saturday and 2400 hours Sunday. Weekend differential will not apply where an Employee is receiving premium pay triggered by consecutive weekends of work.

## **ARTICLE 15 - ANNUAL VACATIONS**

### **15.01 Vacation Entitlement**

An Employee shall earn annual vacation credits on the following basis:

- (a) During the first (1st) and subsequent, including the third (3rd) year of continuous employment with Extendicare, one and one-quarter (1-1/4) days per month worked (maximum of fifteen (15) working days or one hundred and twenty (120) working hours per year).
- (b) During the fourth (4th) and subsequent years of continuous employment with Extendicare, one and two-thirds (1-2/3) days per month worked (maximum of twenty (20) working days or one hundred and sixty (160) working hours per year).
- (c) During the fifteenth (15th) and subsequent years of continuous employment with Extendicare, two and one-twelfth (2-1/12) days per month worked (maximum twenty-five (25) working days or two hundred (200) working hours per year).
- (d) During the twenty fifth (25th) and subsequent years of continuous employment with Extendicare, two and one-half (2 1/2) days per month worked (maximum of thirty (30) working days or two hundred and forty (240) working hours per year).
- (e) An Employee who works in more than one (1) Facility operated by the Employer shall be placed at the highest accrual rate she has achieved in any Facility operated by the Employer in which she works and shall accrue at that rate until the next accrual rate becomes applicable as per Article 15.01.

### **15.02 OTFT Vacation Entitlement**

An Employee on OTFT status shall earn the vacation credit benefit (i.e. three fifty- seconds (3/52), four fifty-seconds (4/52), five fifty-seconds (5/52), six fifty-seconds (6/52) of gross earnings) and vacation period (i.e. three (3), four (4), five (5) or six (6) weeks) based on continuous employment with Extendicare.

### **15.03 Vacation Year**

The vacation accrual year shall be the twelve (12) month period commencing on the first (1st) day of July in each calendar year and concluding on the thirtieth (30th) day of June of the following calendar year (unless prior agreement provides for alternate dates).

An Employee shall have access to her vacation credit benefit and vacation period as it is earned.

15.04 Vacation Pay

- (a) During such vacation leave period, an Employee shall receive the greater amount of annual vacation pay as calculated by either of the following formulae:
- (1) The number of working days of annual vacation, earned in accordance with Article 15.01, and subject to Article 15.02, times (x) the Employee's regular rate of pay at the time of taking annual vacation.
- OR
- (2) As determined by the Employee's eligibility for annual vacation of either three fifty-seconds (3/52), four fifty-seconds (4/52), five fifty-seconds (5/52) or six fifty-seconds (6/52) of the Employee's gross earnings. Gross earnings shall include all remuneration paid to the Employee except transportation allowance.

N/52 Calculation

Gross earnings from the applicable vacation year times applicable N/52 minus vacation dollars paid for the applicable vacation year.

Should the calculation of N/52 result in monies owed to an Employee, the Employer shall pay such monies to the Employee in the calendar month following the month in which the Employee exhausted their vacation credits for the applicable vacation year.

- (b) OTFT-RPT and OTFT-JS vacation credit benefits shall be accrued and paid out during the normal vacation period when requested by the Employee. While it is recognized that OTFT-CAS are not subject to the vacation scheduling provisions, OTFT-CAS shall have the option of accruing their vacation pay to be paid out when they identify a period away from work as vacation or to have vacation paid out on each cheque.

15.05 Accessing Vacation When Employed in Multiple Facilities

Recognizing the operational needs of the Facility annual vacation may be utilized at any time.

An Employee who works in more than one Facility operated by the Employer shall access vacation credit benefit (i.e. three fifty-seconds (3/52), four fifty-seconds (4/52), five fifty-seconds (5/52), six fifty-seconds (6/52) of gross earnings) and vacation period (i.e. three (3), four (4), five (5) or six (6) weeks) at any location in which she works.

15.06 Broken/Unbroken Vacation Period

An Employee shall be entitled to receive annual vacation in:

- (a) an unbroken period; or
- (b) periods of less than one (1) week; or
- (c) periods of not less than one (1) week; or
- (d) periods as mutually agreed between the Employer and the Employee.

15.07 Vacation Carry Over

Vacation credit benefits are not cumulative from one annual vacation year to another except with the approval of the Employer.

However, an Employee with three (3) or more years of service shall be entitled upon written request to carry over forty (40) hours vacation per year which must be taken in the following vacation year.

15.08 Commencement of Vacation

When vacations are being scheduled, unless the Employee requests otherwise, she shall have the right to start her annual vacation immediately following her regular scheduled days off.

15.09 Vacation Pay Upon Termination or Retirement

An Employee leaving the service at any time shall be entitled to a proportional payment of gross earnings in lieu of earned vacation.

15.10 Equitable Scheduling Between Full-Time and OTFT Employees

The Employer shall schedule annual vacation leave as equitably as possible between the Employee(s) on full-time and those on OTFT-RPT and OTFT-JS.

15.11 Call Back From Vacation

An Employee called back from her annual vacation leave shall be paid at the rate of two times (2x) her regular rate of pay for all hours so worked. Vacation days so worked shall be rescheduled.

15.12 Displacement of Vacation

Where in respect to any period of vacation leave, an Employee:

- (a) Is granted bereavement leave, or
- (b) Is granted sick leave as a result of hospitalization, or
- (c) Is granted sick leave for an illness which would confine the Employee for a duration of more than three (3) days (a medical certificate substantiating proof of illness will be required), or
- (d) Is granted sick leave prior to her confirmed vacation period and such illness continues into her approved vacation (a medical certificate substantiating proof of illness will be required), or
- (e) Is granted other approved leave of absence, the period of vacation so displaced shall either be added to the vacation period if requested by the Employee and approved by the Employer or deferred for use at a later date.

15.13 Vacation Requests and Scheduling

In February of each year, or as otherwise agreed by the Local, the Employer shall post a notice suggesting all Employees submit requests for annual vacation for the period July 1st of the current year to June 30th of the following year (this period may not necessarily coincide with the vacation year). The Employer shall post a tentative vacation schedule for Employees who have indicated their choice for vacation. If an Employee's request for annual vacation cannot be granted, the Employee shall have the right to submit a request indicating her next preference.



Employees who do not request their vacation by November 1st of each year shall be advised in writing of any remaining hours that need to be scheduled. In the event the Employee's vacation has not been scheduled by December 1st, the Employer and Employee shall meet to discuss and confirm her scheduled vacation. It is understood that forty (40) hours shall remain at the discretion of the Employee, subject to operational requirements.

Criteria for scheduling and revising requests for annual vacation shall be mutually agreed between the Local of the Union and the Employer. Where the Local of the Union and the Employer are unable to agree to how vacations are granted, requests from Employees with the greatest seniority shall have priority.

No later than May 1st, and where possible April 15th, the Employer shall post a confirmed vacation schedule for all Employees. Such vacation is confirmed, except in the event that an Employee with confirmed vacation displaces into a Unit, and the displacement results in the number of Employees with confirmed vacation exceeding the number allowed by current practice. In this event, if agreement is not achieved, the Employee(s) with least seniority will have her vacation rescheduled.

Vacations not scheduled under the identified procedure shall be granted, in so far as the operational needs of the Employer permit, on a first come first served basis. These vacation requests shall receive an unequivocal response within ten (10) days of receiving the request or prior to the requested vacation, whichever is earlier and, if refused, written reason(s) shall be provided.

Scheduled annual vacation once posted, shall only be changed by mutual consent between the Employee and Employer, except in extenuating circumstance.

#### 15.14 Recognition of Previous Service

Employee(s) previously covered by a collective agreement other than the SUN/ Extendicare Collective Agreement, for purposes of establishing continuous employment, shall be credited with all continuous service recognized as of March 31, 1999.

### ARTICLE 16 - STATUTORY HOLIDAYS

#### 16.01 For the purpose of this Agreement, the following shall be considered Statutory Holidays with pay:

New Year's Day	Saskatchewan Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and all other federally, provincially, and civically proclaimed holidays, provided however, that a civically declared holiday in lieu of the above named Statutory Holiday shall not be considered a holiday. Notwithstanding any other section of this Agreement, Statutory Holiday pay, as referred to in Article 16.04 (a)(2) and (b)(2) shall be paid for work on the actual calendar day, and shall not be paid for work on any alternate named day.

#### 16.02 If a Statutory Holiday falls on an Employee's scheduled day off, or during the Employee's annual vacation period, such Employee shall receive an additional eight (8) hour day off or days off.

- 16.03 Employees working the Extended Work Day/Compressed Work Week shall be granted their Statutory Holidays off in lieu of an eight (8) hour shift.
- 16.04 (a) Full-time Employees
- (1) who do not work on a Statutory Holiday shall receive Statutory Holiday pay equal to one (1) day's pay.
  - (2) who work on a Statutory Holiday shall be paid at the rate of one and one-half (1 1/2) the regular rate of pay for all hours so worked plus be granted a day off with pay within thirty-two (32) calendar days before or after the Statutory Holiday unless banked under Article 8.04.
- (b) Other Than Full-Time Employees
- (1) (i) who do not work on Statutory Holiday shall receive Statutory Holiday pay calculated as follows:
  - (ii) if the Employee has worked any of the four (4) previous days of the same name as the day that the holiday falls on, she is eligible for Statutory Holiday pay for the average number of hours worked,
- OR
- $$\frac{\text{Number of paid hours in the immediately preceding four weeks}}{149.9} \times \text{Normal Full-time hours/day} \times \text{Employee's hourly Rate of Pay} = \text{Statutory Holiday Pay}$$
- (2) who work a Statutory Holiday shall be paid at the rate of one and one-half (1 1/2) the regular rate of pay for all hours so worked plus she shall receive Statutory Holiday pay calculated in accordance with Article 16.04 (b) above, unless banked under Article 8.04.
- 16.05 Wherever possible a day off given in lieu of a Statutory Holiday shall, unless otherwise requested by an Employee, be added onto a weekend off.
- 16.06 (a) The Employer agrees, at the request of the Local of the Union, to distribute time off (days off) as equitably as possible over the Christmas-Boxing Day and New Year's Day period, endeavouring to grant each Employee as many consecutive days off as possible over either Christmas-Boxing Day or New Year's Day.
- (b) To achieve the above, the parties agree that certain shift scheduling provisions contained in this agreement may have to be temporarily waived for specified time periods. The determination of the time period for the waiver of scheduling provisions and the manner of reinstating the shift schedule at the completion of the said time period shall be determined mutually between the Local of the Union and the Employer.
- (c) Whenever reasonably possible, any Employee who works all of the three holidays over the Christmas-New Year's period may take her Statutory Holidays off with her regular days off within four (4) weeks before or after the week in which the holidays occur.
- 16.07 An Employee scheduled to be off duty the Christmas and/or New Year's Statutory Holiday shall commence such time off no later than the end of the normal day shift immediately prior to the Statutory Holiday. In the event the Employee is scheduled to be off duty for both the Christmas and

New Year's Statutory Holidays, the above provision shall apply to at least one (1) of the two (2) Statutory Holidays.

- 16.08 An OTFT-RPT Employee who works in a Unit that is normally only operational Monday to Friday or Monday to Saturday and is given a Statutory Holiday off shall be paid as if the shift was not a Statutory Holiday provided the shift was required to fulfil her Letter of Appointment.
- 16.09 Unless mutually agreed otherwise between the Local and the Employer, for Employees whose regular day off is Saturday and the designated holiday falls on a Saturday, the Friday previous shall be deemed the holiday. Unless mutually agreed otherwise between the Local and the Employer, for Employees whose regular day off is Sunday and the designated holiday falls on a Sunday, the following Monday shall be deemed to be the holiday.
- 16.10 Employee(s) required to work their scheduled Statutory Holiday off shall receive double (2x) their regular rate of pay for such time so worked and the day off shall be rescheduled with pay in lieu of the lost scheduled Statutory Holiday off.
- 16.11 Employee(s) who are scheduled to be off duty on a weekend immediately prior to a Monday Statutory Holiday or immediately following a Friday Statutory Holiday, will not be scheduled to work on a Statutory Holiday. Conversely, Employee(s) who are scheduled to be on duty on a weekend immediately prior to a Monday Statutory Holiday, or immediately following a Friday Statutory Holiday will, whenever possible, be scheduled to work on the Statutory Holiday.

Deviation from the above rule shall only be at the request of the Employee and the approval of the Employer.

A weekend shall be defined as in Article 7.02 (c).

## **ARTICLE 17 - LEAVES OF ABSENCE**

### **17.01 Application for Leave of Absence**

- (a) All requests for leave of absence must be submitted in writing to the immediate supervisor.
- (b) The Employer shall provide an unequivocal response, in writing, to requests for leave of absence within ten (10) days of receiving the request or prior to the requested leave, whichever is earlier.
- (c) If the requested leave cannot be granted, the Employer shall provide, in writing, valid reasons for the refusal of such leave.

### **17.02 General Leave**

- (a) Insofar as the regular operation of the Employer will permit, leave of absence without pay shall be granted. For any leave over one hundred and twenty (120) days, the Employee shall furnish a valid reason for requiring such leave.
- (b) Where an Employee provides the name of a qualified replacement who agrees to cover off the period of such leave(s), not in excess of a total of twenty-two (22) working days per year, the requirement to provide valid reasons required in 16.02 (a) above will be disregarded and the requested leave shall be granted.

Named replacements shall not be subject to premium rates unless premium rates would have been paid irrespective of the replacement.

17.03 Education Leave

Insofar as the regular operation of the Employer permits, an Employee shall be granted leave of absence without pay to further her education. Except in extenuating circumstances, such requests shall be submitted in writing twenty-one (21) days in advance of the leave and shall specify the date of commencement and the length of the leave and proof of the enrolment and / or registration for the courses / studies.

17.04 Maternity/Parental/Adoption Leave

An Employee who is expecting the birth or adoption of a child, shall be entitled to maternity/parental/adoption leave without pay, provided she presents a medical certificate confirming the probable date of birth, or in the case of adoption, gives the Employer notice of the possibility upon determination of eligibility. Written notification shall be submitted in thirty (30) days in advance of the leave and shall specify the probable date of commencement and the length of the leave.

The following conditions shall apply:

- (a) In the case of maternity/parental/adoption leave, the Employer may post and fill the temporary vacancy for eighteen (18) months.
- (b) Leave of Absence for maternity/parental/adoption shall be for up to eighteen (18) months as requested by the Employee, except in extenuating circumstances when, in the opinion of a medical practitioner, the leave should be further extended.
- (c) Such leave will be granted with the assurance that the Employee will resume employment in the same department and the same position she occupied prior to the granting of such leave. In the event the Employee on maternity/parental/adoption leave is affected by lay off, she shall be afforded access to the provisions of Article 28 - Layoff and Re-employment.
- (d) Written notification of intention to return to work and/or request for a change of the length of the leave of absence, must be forwarded to the Employer thirty (30) days prior to the date of the requested return.
- (e) Supplemental Employment Insurance

Maternity/Parental/Adoption Supplemental Employment Benefit (SEB)

The Employer will implement a Supplemental Employment Benefits Plan.

Employees will receive the Supplementary Employment Benefits if they meet eligibility requirements.

Maternity/Parental/Adoption Supplemental Employment Benefit (SEB) shall apply to all Employees.

“Eligible Employee” shall mean an Employee who has completed at least thirteen (13) weeks of employment prior to commencing her/his maternity and/or parental /adoption leave, and who is in receipt of Employment Insurance maternity or parental/adoption benefits.

Maternity Supplemental Employment Benefits

An Employee, who is in receipt of Employment Insurance (EI) maternity benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the Employee is eligible to receive and seventy-five percent (75%) of the Employee's regular weekly rate of pay. This SEB payment shall commence following completion of the one (1) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of EI maternity benefits for a maximum of fifteen (15) weeks.

The Employer will pay seventy-five percent (75%) of the Employee's regular weekly rate of pay for the one (1) week waiting period required for maternity benefits under the Employment Insurance Act.

#### Parental/Adoption Supplemental Employment Benefits

An Employee, who is in receipt of Employment Insurance (EI) parental/adoption benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the Employee is eligible to receive and seventy-five percent (75%) of the Employee's regular weekly rate of pay. This SEB payment shall commence following completion of any required one (1) week EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the Employee is in receipt of EI parental/adoption benefits for a maximum of ten (10) weeks.

If a one (1) week waiting period is required for parental/adoption benefits under the Employment Insurance Act, the Employer will pay seventy-five percent (75%) of the Employee's regular weekly rate of pay for this waiting period.

In instances where two Employees share the paternity/adoption leave and both are in receipt of EI parental/adoption benefits, both Employees shall be eligible for the SEB to a maximum of ten (10) weeks each.

#### SEB Payment Calculation

- SEB payments will be based on the regular weekly rate of pay in the Employee's home position.
- The regular weekly rate of pay for full time and other than full time Employees shall be determined by calculating the average weekly earnings for all paid hours over the fifty-two (52) weeks immediately preceding the commencement of the leave by the regular hourly rate of the last day worked prior to the commencement of the leave. This calculation excludes all overtime, differentials, premiums and allowances.

Salary changes with an effective date during the leave will not result in an adjustment to the SEB payment.

#### 17.05 Parental Leave

Insofar as the regular operation of the Employer will permit, parental leave may be extended.

#### 17.06 Bereavement Leave

Upon request, on the death of a family member or someone with whom they have had an equivalent relationship, as herein defined, an Employee shall be granted bereavement leave with pay as follows:

- (a) Up to four (4) working days in the event of the death of a spouse (opposite sex or same sex, married or unmarried couples), fiancé(e), mother, father, brother, sister, son, daughter, father-in-law, mother-in-law, grandparents or grandchildren.
- (b) Up to two (2) working days in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, aunt, uncle, niece or nephew.
- (c) Employees who have to travel five hundred (500) kilometres or more one way to attend a funeral or other family responsibilities related to Article 17.06 (a) and (b) shall be granted an additional two (2) days without loss of pay.
- (d) Insofar as the regular operation of the Employer will permit, up to four (4) hours to attend the funeral of a co-worker.

In addition the Employee may request family leave and/or vacation and/or unpaid leave of absence as may be required for this purpose.

#### 17.07 Family Leave

Family leave is intended to provide the necessary time to attend to the needs of individuals for whom the Employee has a duty of care. Upon request, Employees shall be granted family leave with pay. Employees are required to provide the Employer with notification of leave requirements as early as possible after determining the need.

- (a) Full-time Employees shall accumulate family leave credits at the rate of one third (1/3) of a working day [two point six six (2.66) hours] for each month of employment up to a maximum family leave credits of five (5) working days [forty (40) hours].
- (b) Employees on OTFT status shall accumulate Family Leave credits on a pro rata basis in direct relation to their paid hours as compared to a Full-time Employee to a maximum of five (5) working days [forty (40) hours].

#### 17.08 Compassionate Care Leave

An Employee with a family member in the end-stage of life, shall be entitled to leave of absence without pay for a period up to six (6) months.

In the event the Employee on compassionate care leave is affected by layoff, she shall be afforded access to the provisions of Article 28 – Layoff and Reemployment.

#### 17.09 Leave for Pressing Necessity

Special leave of absence with pay may be granted in cases of pressing necessity.

#### 17.10 Long Service Leave

Employees with three (3) or more years of service may be granted up to three (3) weeks leave of absence without pay and without loss of benefits on one occasion only, per year, on request. The request shall be in writing to the Immediate Supervisor. It is understood that on completion of this leave, the Employee shall return to the same department, unit or ward, and the position and salary level she occupied prior to taking such leave. Such leave may be taken consecutively with annual vacation.

17.11 Specific Leaves of Absence as provided in ***The Saskatchewan Employment Act*** (SEA)

Employees shall be entitled to leaves of absence for Reserve Force Service Leave, Organ Donation Leave, Crime-related Child Death or Disappearance Leave, Critically Ill Child Care Leave, Citizenship Ceremony Leave **and Interpersonal Violence Leave** as provided by the SEA, Part II Division 2, Subdivision 11.

17.12 Leave for Elected Public Office

(a) Leave to Seek Nomination as a Candidate An Employee shall be granted reasonable leave of absence without pay to seek nomination as a candidate for a municipal, provincial, school board, health board or federal election.

(b) Leave if Elected

An Employee elected in a municipal, provincial, school board, health board or federal election shall be granted leave of absence without pay for a period as may be necessary to fulfil the duties of her office.

In the event the Employee on Leave for Elected Public Office is affected by lay off, she shall be afforded access to the provisions of Article 28 - Layoff and Re- employment.

17.13 Benefits on Leave of Absence

(a) Leave of Absence of Thirty (30) Days or Less Duration

Employee(s) on leave of absence the duration of which is thirty (30) days or less shall continue to earn all benefits and increments provided by this agreement.

(b) Leave of Absence of Over Thirty (30) Days Duration

Employees on leave of absence, except Education leave, the duration of which is more than thirty (30) days shall not accumulate or earn sick leave or annual vacation credits for the period of the absence greater than thirty (30) days and a new increment date shall be established for determination of increments.

(c) Education Leave

Employee(s) on Education Leave shall be governed by the provisions of Article 17.13 (a) and (b) above except that:

(1) Employees on Education Leave of twelve (12) weeks or less shall continue to earn all benefits provided by this agreement.

(2) Regardless of Article 17.13 (b) above, Employees on Education Leave of twenty-four (24) months or less shall retain their increment date.

17.14 Union Leaves of Absence

(a) On the request of the Local or the Union one (1) week in advance of the requested leave, Employees designated by the Local or the Union shall be granted leave of absence without pay for Union business. The number of Employees granted such leave shall be determined mutually between the Local and the Employer, and shall be a minimum of, but not limited to, one (1) Employee per Facility per occasion. The time limits for notice of such leave may be reduced by mutual agreement.

- (b) (1) During such Union leave, on request of the Local or the Union, the Employer agrees to continue to pay normal salary and benefits to those Employees to attend to Union business as referred to in Article 17.14 (a) and that the Employer is to charge the Local or the Union for reimbursement of the costs. Such costs shall only include:
  - (i) Actual wages;
  - (ii) Employer's share of Canada Pension contributions;
  - (iii) Employer's share of Employment Insurance premiums;
  - (iv) Employer's share of Saskatchewan Healthcare Employee's Pension Plan (SHEPP) contributions (or equivalent if applicable);
  - (v) Employer's share of Group Insurance premiums (if applicable);
  - (vi) Workers' Compensation premiums;
  - (vii) Employer's share of Long Term Disability (LTD) income contributions; and,
  - (viii) Extended Health and Dental Plan Premiums
- (2) On leaves of absence of more than one (1) month, and at the request of the Union, the Employer agrees to pay normal salary and benefits to an Employee and will charge the Local or the Union, in addition to those costs set forth in Article 17.14 (b)(1) an appropriate amount for the following benefits:
  - (i) Vacation;
  - (ii) Sick Leave;
  - (ii) Statutory Holidays; and,
  - (iii) Family Leave
- (3) (i) In addition to the above, the Employer agrees to pay salary and benefits to other-than-full-time Employees on Union Leave, according to the SUN hours submitted and paid on the regular pay period basis by the Employer. The Employer will charge the Local or the Union for reimbursement for such costs.
- (ii) Upon the request of the Local, the Employer shall grant an unpaid Union Leave of Absence to Other-Than-Full-Time Employees, according to the hours of work submitted by the Local.
- (c) An Employee who is elected President of the Union's Board of Directors and/or one who is elected or selected for a full-time position with the Union or an organization with which the Union is affiliated shall, on the request of the Union, be granted for up to two (2) years leave of absence without pay for the purpose of holding office. Such leave for a Union position shall be, at the request of the Union, in accordance with Article 17.14 (b) (2) or without pay and without loss of accrued benefits and/or increments.



During such leave for the elected position, the Employer agrees to continue paying the following benefits:

- (1) Employer's share of SHEPP pension contribution (or equivalent if applicable);
- (2) Employer's share of Group Life Insurance premiums (if applicable);
- (3) Employer's share of LTD income contributions;

The Employer will charge the Union for reimbursement of the cost of the above (1) through (3).

Such leave shall be renewed at the request of the Union. On completion of the leave, the Employee shall return to the same position she occupied prior to taking such leave. In the event the Employee on leave is affected by a lay-off, she shall be afforded access to the provisions of Article 28 - Layoff and Re-employment.

In the event the Employee's salary, as determined by the Union, is a rate not set out in the Collective Agreement, the parties agree that the salary determined by the Union shall be considered normal salary and benefits. The Employer will charge the Local or the Union for reimbursement for such costs.

- (d) The rules of seniority for Employees on any Union Leave of absence shall be in accordance with Article 23 of this agreement.

- 17.15 Insofar as regular operations permit, Employees elected or selected for the council or a committee of the **CRNS** or RPNAS shall be granted leave without pay for such participation.
- 17.16 Failure to return from leave of absence on the appropriate date may be deemed to be a resignation unless the Employee can show justifiable reasons for failure to return to work.
- 17.17 A Deferred Salary Plan shall be implemented as mutually determined.

## **ARTICLE 18 - SICK LEAVE**

### **18.01 Definition of Sick Leave**

Sick leave means the period of time an Employee is absent from work because of:

- (a) being sick or disabled; or
- (b) a disability resulting from an occupational sickness/accident for which compensation is not being paid by the Workers' Compensation Board or for which Income Replacement Benefits are not paid under *The Automobile Accident Insurance Act*. Any difference between benefits received under *The Automobile Accident Insurance Act* and the Employee's regular net pay shall be paid to the Employee from the Employee's accumulated sick leave credits.

### **18.02 Accumulation of Sick Leave Credits**

- (a) After one (1) month of service, each Employee on regular staff shall be entitled to cumulative sick leave credits computed from the day of commencement of employment at the rate of one and one-half (1 1/2) working days (twelve (12) working hours) for each month of employment

up to a maximum sick leave credit of one hundred and ninety (190) working days (one thousand five hundred and twenty (1520) working hours).

- (b) Employees on OTFT status shall earn sick leave credits on a pro rata basis in direct relation to their paid hours as compared with that of a full-time Employee. An OTFT employee shall accumulate sick leave credits to a maximum of one hundred and ninety (190) working days (one thousand five hundred and twenty (1520) working hours).
- (c) An Employee who has in excess of one hundred and ninety (190) working days sick leave credits will maintain those days. She will no longer accrue sick leave credits until such time as her credits fall below one hundred and ninety (190) working days at which time Articles 17.02 (a) and (b) shall become applicable.

#### 18.03 Accessing Sick Leave Credits

- (a) Full-time Employees shall have access to their accumulated sick leave credits to maintain their regular income when they are on sick leave.
- (b) An Employee on OTFT status shall have access to utilize accrued sick leave credits for any shifts scheduled in advance. An Employee on OTFT status who becomes unavailable for duty due to illness or injury for any time period in excess of the schedule as posted and confirmed shall have access to accrued sick leave credits based on the average number of paid hours in the previous fifty-two (52) weeks until such time as either her sick leave credits expire or she is available for work. In no case shall an OTFT- RPT or OTFT- JS access less than their regularly scheduled shifts.

#### 18.04 Workers' Compensation

When an Employee has applied for Workers' Compensation Benefits, the Employer shall continue paying the Employee her regular net pay for a period not to exceed one (1) year. Should the Employee's claim be disallowed by Workers' Compensation, any money so paid will be either charged against sick leave or if the Employee has no sick time, the amount so paid will be recovered from the Employee and the Employee may apply for Long Term Disability. Once an Employee's Workers' Compensation claim has been accepted, payment shall be made retroactively.

When an Employee is absent as a result of an accident, occupational illness or disease in connection with the Employee's employment and benefits are being paid by the 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. The amount paid to the Employee will not be less than the amount the Employer receives from the Workers' Compensation Board.

For the purpose of determining regular net pay for OTFT Employees such pay for the fifty-two (52) week period prior to the absence shall be utilized and pro-rated in accordance with the length of the absence.

#### 18.05 Entitlement During Unpaid Sick Leave/WCB/LTD

An Employee absent for a combination of unpaid sick leave (including Employees receiving Automobile Insurance coverage) and/or Workers' Compensation and/or Long Term Disability shall continue to earn sick leave credits, annual vacation credits and increments during the first year. An Employee shall not earn Statutory Holiday pay for the entire period granted.

An OTFT Employee on Workers' Compensation Benefits, Long Term Disability or unpaid sick leave (including Employees receiving coverage under the Automobile Insurance coverage) who is eligible for benefits shall earn annual vacation credits, sick leave credits and increments calculated on the basis of her paid hours in the fifty two (52) weeks prior to the absence and prorated in accordance with the length of the absence. The accrual is to a maximum of one (1) year.

If an OTFT Employee has a recurring illness within six (6) months of returning to work from the initial illness, the fifty-two (52) week period prior to the initial absence would be used for the purpose of calculating accruals. If the recurring illness occurs more than six (6) months of returning to work from the initial illness, the period of time since she returned to work from the initial illness to the time the recurring illness commenced will be used for the purpose of calculating accruals. This period will also be pro-rated in accordance with the length of the absence due to the recurring illness.

18.06 Sick Leave Absence Without Pay

In the event an Employee is on sick leave and such sick leave credits have expired, the Employee shall be placed on "sick leave without pay" for up to one (1) year commencing from the date of going on such leave.

The Employer agrees to give one (1) month notice to the affected Employee and the Local of the Union when an Employee on sick leave without pay or Long Term Disability is to be reassessed by the Employer or Long Term Disability.

18.07 Health Care Maintenance

An Employee who is unable to make the necessary arrangements for maintenance of personal health care outside of the scheduled work time may be granted time off with pay. Such time will not be deducted from the Employee's sick leave accumulation and shall not exceed twenty-four (24) hours per year except in extenuating circumstances.

On request, Employee(s) will be required to show proof of such care.

Where an Employee is unable to make necessary arrangements outside of work time for any ongoing treatment or medical investigation, an Employee shall have access to sick leave credits.

18.08 Certificate of Proof of Illness

The Employer may require an Employee to submit a certificate of proof of illness from a licensed medical practitioner.

18.09 Notification of Sick Leave

An Employee who may be absent from duty by virtue of being sick or disabled or because of an accident shall notify their immediate supervisor, nursing office or designated area of the Facility of such and the anticipated duration of such illness as soon as possible, preferably no less than one (1) hour prior to the commencement of her scheduled shift unless the lack of giving notification can be shown to have been unavoidable. Employees upon resuming duties will report to the Employee's immediate supervisor and/or designated area within the Facility.

18.10 Sick Leave and Pregnancy

An Employee shall have access to sick leave credits for illness which may arise during pregnancy while the Employee continues active duty with the Employer. In addition, sick leave for valid health

reasons related to the pregnancy and substantiated by a medical certificate, shall be granted for the actual period of illness during the maternity leave.

**18.11 Employee and Family Assistance Program**

The parties endorse the concept of an Employee/Family Assistance Program, and acknowledge that if a program is to be implemented or altered there shall be joint consultation and agreement between the Employer and the Union. The program shall be voluntary and confidential, shall not be used as a disciplinary process and shall be provided at a location away from the work site. The program shall include counselling services, including but not limited to:

- (a) Substance abuse/dependency
- (b) Employment/workplace related concerns
- (c) Emotional problems
- (d) Legal problem
- (e) Financial problems
- (f) Marital problems

**18.12 Graduated Return to Work**

When an Employee is able to return to the work place on any type of a graduated return to work program, rehabilitation program or work hardening program, the Employer shall notify the Local. The Employer, the Local and the Employee shall meet if any party deems a meeting is necessary, prior to the Employee returning to work, to identify the details surrounding the Employee's return to work.

**18.13 Sick Leave on a Statutory Holiday**

An Employee who is sick on a Statutory Holiday on which she is scheduled to work shall have access to sick leave credits.

**ARTICLE 19 - DUTY TO ACCOMMODATE**

**19.01** The Employer, the Union and the Employees acknowledge their duty to accommodate Employee(s) with disabilities regardless of status (Full-Time, OTFT- Part-Time, OTFT- JS, and OTFT-Casual) up to the point of undue hardship. Where an Employee notifies the Employer she is able to return to work, verified by a physician's certificate, the Employer, the Union and Employee shall meet, in a timely manner to review the physician's certificate and identify the accommodations required for that Employee, prior to the Employee returning to work.

The parties shall meet as needed thereafter and will identify further information or processes such as work trials needed to enable a satisfactory return to work for the Employee.

Any party who is unable to agree to an accommodation must provide written rationale for such disagreement.

The parties recognize the requirement to accommodate an OTFT-Casual Employee. Subject to the Employee's restrictions and limitations and the Union's and Employer's ability to accommodate up to

the point of undue hardship, the Employee shall be offered casual work based on the developed procedures as per Article 36.13.

**19.02 Accommodation of Spiritual or Cultural Observances**

Every reasonable effort will be made to accommodate an Employee in order for her 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.

**19.03 Alcohol and Drug Related Illness**

The Employer recognizes that alcohol and drug dependencies are illnesses. In the event a performance issue arises and an Employee identifies to her Employer that she is suffering from alcohol and/or drug dependency, such Employee shall be afforded the opportunity to seek treatment. The Employee shall have access to sick leave.

**ARTICLE 20 - GRIEVANCE PROCEDURE**

**20.01 Definition of a Grievance**

The provisions hereinafter stated apply in all cases except where the Employer and the Union have specifically agreed in writing in respect of other terms and provisions for processing grievances.

For the purpose of this Agreement, a grievance is defined as any difference between the persons or parties:

- (a) bound by the Collective Agreement, or
- (b) on whose behalf it was entered into concerning its interpretation, application or operation of any alleged violation thereof, including any question as to whether the differences are arbitrable without stoppage of work or refusal to perform work.

**20.02 Union Representation**

- (a) The Employer acknowledges the right of the Union to appoint Local Representatives from amongst its members of the Local. The Union, in turn shall supply the Employer with an up-to-date list of its Local Representatives.
- (b) The Employer shall forward the names and titles of Employer designates with responsibilities under Article 20 to the provincial SUN office. Included with the above shall be information on which step each Employer designate is assigned to respond to and where appropriate, which Facility.

**20.03 Leave Related to Grievances**

It is agreed a grievor and/or Local Representative may, after making suitable arrangements with her Supervisor for coverage of her assignment, leave her assigned duties temporarily in order to discuss matters related to a grievance. As far as possible, grievance meetings will be dealt with on Employer time and the grievor and/or Local Representative shall not suffer any loss of earnings for the time so spent.

Grievance meetings shall take place at the Facility of the grievor(s) unless mutually agreed otherwise between the Employer and the Local.

Up to two (2) Employees who use their vehicle for the purpose of attending a grievance meeting convened by the Employer outside of their Facility shall be reimbursed transportation allowance in accordance with Article 13.01 (a) from their Facility to the place of the meeting.

20.04 It is agreed that a representative of the Saskatchewan Union of Nurses shall, after making suitable arrangements with the Employer, have access to the premises of the Employer for the investigation of grievances.

20.05 At the request of either party during any stage of the grievance or arbitration procedure, the parties shall meet to discuss the matter of the grievance without prejudice to their respective position.

20.06 Grievance Procedure

In the event of a difference arising between the persons or parties to this Agreement, the Employee(s) concerned, with or without a Local Representative in attendance, shall first seek settlement of the difference through discussion with her immediate out-of-scope supervisor.

20.07 (a) Grievances concerning vacancies, layoffs and/or re-employment may be initiated at the Facility where the vacancy, layoff and/or re-employment opportunity existed.

(b) Grievances with application in more than one (1) Facility and/or Local within the same Employer may be initiated at Step 2.

20.08 Step 1 - Failing resolution of the difference through informal discussion, if the Union considers it has a grievance it shall, within thirty (30) days of its occurrence, submit a written and signed grievance to the immediate out-of-scope supervisor setting out the following:

(a) The nature of the grievance and the circumstances out of which it arose;

(b) The section or sections of the agreement violated or claimed to have been violated;

(c) The remedy or correction the Employer is required to make.

The immediate out-of-scope supervisor shall render a written decision within fifteen (15) days of receiving the grievance.

20.09 In the event an Employee is terminated for alleged just cause, the Union shall have the right to commence the grievance procedure at the 2nd step.

20.10 Step 2 - If the grievance remains unsettled, the grievance may be referred to the Employer designate in writing, within fifteen (15) days of having received the decision of the immediate out-of-scope supervisor at Step 1.

The Employer designate shall render a written decision within fifteen (15) days of receipt of the grievance.

20.11 In the event that the difference remains unsettled, the matter shall be referred to arbitration within twenty-one (21) calendar days of the Employer designate's decision. If the grievance is not taken to arbitration as herein provided within twenty-one (21) calendar days, the grievance shall be deemed to have been settled.

20.12 The Union and Employer may agree to the Grievance Mediation process, expedited arbitration or any other dispute resolution mechanism with a view to resolving the dispute.

## **ARTICLE 21 - ARBITRATION**

- 21.01 The Employer or the Union may notify the other party in writing of its desire to submit the dispute to arbitration. The parties shall agree to either an Arbitration Board or a Single Arbitrator. The written notification shall contain a statement of the dispute and the name of their nominee to an Arbitration Board or the proposed name of a Single Arbitrator. Within seven (7) calendar days, the recipient of the notice shall inform the other party of its nominee or agreement to a Single Arbitrator. Should the Employer or the Union fail to name their nominee or Single Arbitrator within the time limits, the Minister of Labour Relations and Workplace Safety shall make the appointment.
- 21.02 When the nominees have been appointed, they shall choose a Chairperson within ten (10) calendar days, who, with the two (2) nominees, shall constitute the Arbitration Board.
- 21.03 Should the nominees fail, within the ten (10) calendar days, to agree upon a Chairperson, the Minister of Labour Relations and Workplace Safety shall be requested by the nominee of the Employer or the Union to appoint a Chairperson to the Arbitration Board.
- 21.04 The Arbitration Board or the Single Arbitrator shall hear the dispute as soon as possible and shall render a written decision as soon as possible thereafter.
- 21.05 The Arbitration Board or the Single Arbitrator shall not have the power to alter or amend any provisions of the Collective Agreement or to substitute any provision or, to give any decision inconsistent with the terms of this Collective Agreement.
- 21.06 The written decision is final and binding upon the Employer and the Union and upon any Employee(s) affected by it. The decision of the majority of the Board is the award. Where there is no majority, the decision of the Chairperson shall be the award of the Board.
- 21.07 The Employer and the Union shall bear the expense of its respective nominees to the Arbitration Board and the Employer and the Union shall bear equally the expenses of the Chairperson or the Single Arbitrator.
- 21.08 The time limits specified in Articles 20 and 21 may be extended by the consent of the Employer and the Union. If the grieving party fails to take any of the steps within the time limits as set out, then it shall be deemed the grievance has been settled. Failure on the part of the Employer to reply within prescribed time limits shall give the Union the right to proceed to the next step.
- 21.09 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 the Employer or the Union fail to adhere to the time limits, the onus is on that party to show justifiable reason for its failure to adhere to such limits.

## **ARTICLE 22 - PROBATIONARY AND TRIAL PERIOD**

### **22.01 Probationary Period**

An Employee commencing employment with Extendicare shall be on probation during the first sixty-five (65) working days or five hundred and twenty (520) hours worked, of her employment with Extendicare, whichever occurs first. An extension may be granted on one (1) occasion only up to a maximum of forty (40) working days or three hundred and twenty (320) hours, whichever occurs first. The circumstances warranting the extension, the improvement expected by the Employer, and the

duration of the probationary period extension must be communicated to the Employee and the Local. An Employee shall only serve one probationary period for any period of continuous employment with Extendicare.

During the probationary period, the Employee shall enjoy all rights and privileges prescribed in the Agreement except Article 27, unless the application of Article 27 would result in an increase in hours, change of status or job classification for the Employee. Notwithstanding the foregoing, the parties agree that the Employer may terminate a probationary Employee for unsuitability.

During the probationary period, the Employer is expected to give as long a notice of termination as possible with a minimum of one (1) week. At any time during the probationary period, the Employer may terminate employment without notice if the Employee has been guilty of irregular conduct and/or violation of Employer rules.

#### 22.02 Trial Period

An Employee shall be placed on a trial period of forty (40) working days or three hundred and twenty (320) hours worked, whichever occurs first, following the orientation period when the Employee accesses work in a different classification, Unit or Facility and/or the Employee:

- (a) is the successful applicant to a posting; or
- (b) exercises her displacement rights; or
- (c) exercises her re-employment rights; or
- (d) accepts casual work.

If an Employee is demonstrably unable to perform the duties of the new position during the trial period or if she so selects, the Employee shall return to her permanent position or former status. By mutual agreement of the Employee, Local and the Employer, an extension may be granted. The circumstances warranting the extension, the improvement expected by the Employer, and the duration of the trial period extension must be mutually agreed.

Any other Employee affected because of re-arrangement of positions shall also be returned to her permanent position or former status.

### ARTICLE 23 - SENIORITY

23.01 An Employee's "Seniority Date" shall be the date on which a permanent or temporary Employee's continuous service within the bargaining unit commenced, including all prior periods of service as a casual, temporary or permanent Employee contiguous to present employment.

- (a) The Employer will develop an up-to-date seniority list which will be posted in places accessible to all Employees by March 1st of each year and a copy will be forwarded to the Local. Such seniority list will be open for correction for sixty (60) days from the date of posting. Any requested correction(s) are limited to the period of time elapsed since the cut-off date of the previous seniority list. In the event of a dispute over the seniority of an Employee, the Employer(s) records of employment shall be the official record.

Employees entering the service of the Employer, under the provisions of Article 47.02, shall have their seniority calculated as follows:



- The total seniority hours will be divided by 1948.8 to the fourth decimal point to get the years of seniority
- Multiply the seniority years by 365.25 to obtain the number of days
- The days of seniority shall be used to determine a calendar date which will become the Employee's seniority date.

All calculations shall be conducted in a consistent manner throughout all bargaining units covered by this Collective Agreement.

- (b) Where two Employees are applying for the same job and have the same hire date and the same conversion number (where applicable), the following will be the process for determining the successful applicant:
- (1) The date of their birthday (1-31 with 1 being the highest) shall be used as a tie breaker (i.e. in the case of birthdays of January 25 and June 9, the person with the birthday on the 9th would prevail).
  - (2) If this does not resolve the tie breaker, then the month of the year that the birthday occurs (1-12 with 1 being the highest) will be used (i.e. in the case of birthdays on January 25 and June 25, the person with the birthday in January will prevail).
- (c) Employees entering the service of the Employer under the provisions in Article 47.02, shall have their seniority calculated in accordance with Article 23.01 above or be credited with their seniority date, whichever is applicable.

23.02 An Employee shall only lose seniority in the event she:

- (a) is discharged for just cause and is not reinstated and is not employed elsewhere in the bargaining unit(s);
- (b) voluntarily terminates the employ of the Employer;
- (c) fails to return to work immediately following the termination of leave of absence or within fourteen (14) calendar days from notification by the Employer to return to work following a lay-off, unless in either case, the Employee can show a justifiable reason for failure to report to work and/or she is employed elsewhere in the bargaining unit(s);
- (d) is on lay-off for a period longer than provided for in Article 28.06 (h) and is not employed elsewhere in the bargaining unit(s);
- (e) is on other than full-time status and does not work for a period of two hundred and seventy-four (274) calendar days from her last shift, exclusive of approved leave of absence and is not employed elsewhere in the bargaining unit(s);
- (f) relieves in an out-of-scope position for more than a total of twelve (12) months during the term of this agreement.

23.03 Seniority List

The Employer shall maintain a seniority list for all Extendicare Facilities showing the date upon which each Employee's service commenced including seniority as calculated in Article 23.01 herein; and henceforth the total of their seniority within the bargaining unit including seniority that has been

transferred under the terms of this Agreement. An up to date seniority list shall be posted in places accessible to all Employees by March 1st of each year with a copy to the Union.

The seniority lists shall be open for correction for a period of sixty (60) days from the date of posting, but any requested corrections are limited to the period of time elapsed since the cut off date of the previous seniority list.

In the event of a dispute over the seniority of an Employee, the Employers' records of employment shall be the official record.

**23.04 Appointment to an Out-of-Scope Position**

An Employee who is appointed to a permanent out-of-scope position shall retain seniority for up to three (3) months while in such position. During this three (3) month period the Employee shall have the right to exercise her seniority through application for posted vacancies.

**ARTICLE 24 - TERMINATION OF EMPLOYMENT**

- 24.01 At any time after the probationary period, the Employer may terminate employment without notice for just cause. Such Employee discharged without notice may use the grievance procedure.
- 24.02 If there is a lay-off of Employee(s), either general or department wide, Article 28 of this Agreement shall prevail.
- 24.03 The Employer shall provide the Employee on termination, a written statement with the following information:
- (a) unused, earned sick leave credits;
  - (b) unused, earned family leave credits;
  - (c) present vacation accrual rate, vacation length of service date and accumulated vacation;
  - (d) salary rate and step and hours worked since the last increment (for OTFT status Employees) or the increment date (for full-time Employees);
  - (e) date of commencement of employment;
  - (f) date of termination of employment;
  - (g) seniority date of hire.
- 24.04 Whenever possible Employee(s) are expected to give one (1) month's notice of intention to terminate employment.
- 24.05 For the purposes of this Agreement, an Employee's termination date shall be deemed to be the last working day if the salary calculations are on a "working day" basis, or the last working day plus the normal days of rest to which the Employee may be entitled if the salary calculations are on a "calendar day" basis.

## ARTICLE 25 - DISCIPLINE

25.01 The Union acknowledges it is the right of the Employer to suspend, discharge or otherwise discipline an Employee for just cause. The Employer agrees to use a process of progressive discipline.

25.02 (a) When an Employee is discharged, reprimanded or suspended, the Employer shall advise the Employee, in writing, of the reason(s) for the action taken at the time such discipline is imposed. A copy shall be submitted to the Union at the same time. The reason(s) given shall be sufficiently specific that the Employee understands the grounds for the Employer's action and in sufficient detail for the Employee's defence.

Where an Employee is disciplined and the Employer decides to report the matter to the professional association, it may only do so at the time that discipline is being imposed.

(b) If an Employee is reported by the Employer to her professional association, the Employee shall be advised within five (5) calendar days. The Employee shall receive a copy of the report. If the Employee is fully exonerated by the professional association, all reference to the matter shall be removed from the Employee's personnel file and destroyed.

(c) If the Employee concerned wishes to respond they may do so in writing and such response shall become part of the documentation. A copy of the response shall be forwarded to the Union and shall also be attached to the Employer's letter of discipline.

(d) An Employee who is fully exonerated through recourse to the grievance procedure shall have all reference to the discipline removed from her personnel file.

(e) In case of discipline, in subsequent proceedings or arbitration hearings, evidence shall be limited to the grounds stated in the written discharge or discipline notice to the Employee and the Union unless the Employer could not reasonably have been aware of additional grounds.

25.03 (a) The Employer shall advise the Employee of their right to Union representation prior to the imposition of discipline. The Employer shall advise the Employee and the Local of the Union prior to the commencement of the meeting as to the nature of the discussion. If requested the Union representative shall have time to meet with the Employee prior to the meeting with the Employer.

(b) A Union representative shall be present when the Employer is imposing discipline.

(c) Discipline shall only be imposed at a meeting held for such a purpose.

25.04 (a) The Employer shall inform an Employee if she is being investigated for an incident(s) that may result in discipline or referral to the professional association. Such information shall include the subject of the allegations and will be given as soon as possible and in any case prior to the completion of the investigation. An Employee shall have the opportunity to respond to the allegations prior to the conclusion of the investigation. Such Employees required to attend a meeting with the Employer as part of the investigation may request and is entitled to have a Union representative present. The Employer shall advise the Employee, prior to the commencement of the meeting, as to the nature of the discussion and of their right to Union representation.

(b) If an Employee is suspended pending investigation, the Employer shall render its decision regarding discipline no later than fourteen (14) calendar days from the date of the suspension, except as otherwise agreed between the Employer and the Local. Where the suspension is without pay and investigations reveal that no discipline is warranted or that the discipline is

less than the time spent on suspension, the Employee shall be paid for time lost and be made whole in all respects.

- (c) When the Employer is investigating any incident(s) that may result in discipline or referral to a Professional Association, the Employer shall advise, prior to the commencement of the meeting, all witnesses who are SUN members as to the nature of the discussion and of their right to Union representation.

## **ARTICLE 26 - MULTI-SITE WORK/MULTI-FACILITY POSITIONS**

### **26.01 Multi-Site Work**

Normally Employees shall not be required to report for duty to more than one Facility. The Employer shall provide the Union and affected Employee(s) with a minimum of forty-five (45) calendar days notice of a requirement to have Employee(s) work in more than one (1) Facility. The Employer and the Union shall meet to jointly determine the implementation of this article. The Employer shall not implement any multi-site work until all other viable alternatives in the Collective Agreement have been exhausted. The Employer shall demonstrate to the Union that all other alternatives in the Collective Agreement have been exhausted should the Union request such information. An Employee in a multi-site position shall not be assigned to more than three (3) units or work areas.

The number of affected Employees may be based on the operational requirements of the Employer. The following shall apply:

- (a) Affected Employee(s) shall choose one of the following options at the time of implementation of this article;
  - (1)
    - (i) To be scheduled to work at their existing Facility; or
    - (ii) To be scheduled to rotate between the affected Facilities in blocks of shifts. Such Facilities shall be identified prior to the posted and confirmed period. Any changes in shift options shall be made in accordance with Article 8. Except in abnormal circumstances an Employee shall not be required to report to more than one Facility on any given shift/workday.
  - (2) Should insufficient numbers of Employee(s) choose option 1) (ii), the Employer shall assign the least senior Employee(s).
- (b) Affected Employee(s) shall have a designated home Facility for purposes of application of the Collective Agreement. An Employee's home Facility shall be at the Facility of origin at the time of implementation of this article.
- (c) The Employer shall provide Facility and specific program and/or department orientation to any Employee who chooses to work at more than one (1) Facility.
- (d) Employee(s) paying parking at one Facility shall not incur additional parking costs when required to park at alternate Facilities.

### **26.02 Multi-Facility Positions**

Where a position(s) is created that requires an Employee to:

- (a) be regularly scheduled in more than one Facility, and /or
- (b) provide nursing service(s) throughout Extendicare, The Local(s) and the Employer shall meet to:
  - (a) determine in which Facility the position will be based for the purpose of application of this agreement,
  - (b) discuss the implementation of the position(s). In the absence of an agreement otherwise, an Employee will only be required to report for work in one Facility in a single shift except where the amount of work precludes such organization.

Insofar as possible, such positions shall encompass similar services or programs.

An Employee in a multi facility position shall not be assigned to more than three (3) units or work areas unless mutually agreed between the Union and the Employer.

The Employer shall provide Facility orientation and training for certifiable skills.

Notwithstanding the above, the Employer and Union agree it is desirable to consolidate work to a single Facility.

## **ARTICLE 27 - VACANCIES, PROMOTIONS OR TRANSFERS**

### **27.01 Posting Period**

- (a) Notice of all vacancies within the scope of this agreement, including those created by leaves of absence of over ninety (90) calendar days, shall be posted for seven (7) calendars days in advance of the appointment.
- (b) Whenever possible, an Employee selected from the posting procedure shall commence the job within four (4) weeks after the closing date of the posting, unless mutually agreed otherwise.  
  
If the selected Employee vacates the position prior to the commencement date, or within thirty (30) calendar days following the commencement date, the vacated position shall be offered to other qualified applicants from the original posting in order of seniority. Should there be no other qualified applicants, the position shall be reposted.
- (c) Whenever circumstances require that a vacancy be filled before the expiration of the seven (7) calendar days, it shall be filled during that interval only on a temporary basis and shall not prejudice any member's bidding rights on the vacancy.
- (d) Positions may be posted prior to becoming vacant. Posting of a position shall take place no later than thirty (30) calendar days from the position becoming vacant. If the Employer does not intend to fill the vacancy, the Union shall be notified within thirty (30) calendar days if:
  - (1) the position is to be redeployed, or
  - (2) the position is to be abolished, or
  - (3) the position is to remain vacant and for how long.

- (e) The Employer shall post all vacant positions. All positions covered by this Collective Agreement shall be filled with a registered nurse.

## 27.02 Posting of Vacancies

### (a) Permanent Vacancies

Permanent vacancies shall be posted in accessible locations in each of the Facilities within Extendicare.

Filling of vacancies shall be as provided in Article 27.05 (a).

### (b) Temporary Vacancies

When a temporary vacancy of a duration of ninety (90) days or longer exists, the temporary vacancy shall be posted in an accessible location in each of the Facilities within Extendicare. For a Multi-Site or Multi-Facility position, the position shall initially be posted in the Facility where the position is based as determined by the parties, unless agreed by the Employer and SUN Locals to post in all Facilities.

Filling of temporary vacancies shall be as provided in Article 27.05 (b).

Notwithstanding the above, temporary vacancies shall be filled in accordance with Articles 27.01, 27.03, 27.04 and 27.05 (b) of this agreement, subject to the following:

- (1) One (1) additional posting shall be required for the position of the Employee transferred as a result of the original posting.
- (2) When the temporary work becomes redundant, the Employee shall be returned to her former position.
- (3) If, as a result of the posted vacancy, an individual is hired from outside the existing work force, she shall be considered on casual status upon completion of the temporary work.
- (4) If the Employee who created the original vacancy returns unexpectedly, Article 7.03 shall not apply.
- (5) Should the temporary position subsequently become a permanent position, it shall be posted and filled in accordance with Articles 27.01, 27.02, 27.03, 27.04 and 27.05.
- (6) An Employee occupying a temporary position shall be eligible to apply for another temporary position that:
  - (i) Would commence thirty (30) calendar days or less prior to the expiration of the temporary position she currently occupies.
  - or
  - (ii) Does not conflict with the schedule of the current temporary position.
- (7) No temporary position shall exceed one (1) year without the mutual agreement of the Local and the Employer except for Maternity/Parental and Adoption Leave

replacement in accordance with Article 17.04(a); Temporary Job Share, Article 37.01(d)(1); and Union Leave, Article 17.14.

27.03 Information on Postings

- (a) Job postings shall include the job title, job status, number of hours of OTFT positions, rate of pay, Facility location(s), qualifications required and the anticipated date of appointment.
- (b) For informational purposes only, postings shall include such other information as normal hours of work, the number of shifts per rotation for OTFT-RPT and the specific location of the position. It is agreed that such conditions may be subject to change.
- (c) A copy of all postings shall be forwarded to the Secretary of the Local(s) of the Union no later than the day of the posting. All applications for vacancies, promotions and transfers shall be made to such persons as the Employer may designate.

27.04 Selection Criteria

In all cases of promotion, transfer and filling of vacancies, the position shall be offered on the basis of seniority provided the applicant possesses the qualifications required to fill the position and the sufficient ability to perform the duties and responsibilities of the position.

The last pay period prior to the closing date of a job posting shall be the cut-off date for the purposes of determining seniority of the applicants.

The employee who is the successful applicant shall be provided with Unit orientation and training for certifiable skills.

27.05 Filling of Vacancies

(a) Permanent Vacancies

A permanent vacancy shall be filled in accordance with Article 27.04 as follows:

- (1) First preference shall be given to applicants from within Extendicare bargaining unit where the vacancy exists;
- (2) Second preference shall be given to applicants from other Extendicare bargaining units in Saskatchewan.
- (3) Third preference shall be given to applicants from other SUN bargaining units.

(b) Temporary Vacancies

A temporary vacancy shall be filled in accordance with Article 27.04 as follows:

- (1) First preference shall be given to applicants from within the Extendicare facility where the vacancy exists.
- (2) Second preference shall be given to applicants from other Extendicare facilities or bargaining units in Saskatchewan.
- (3) Third preference shall be given to applicants from other SUN bargaining units.

In the case of a Multi Site or Multi Facility temporary vacancy, first preference shall be given to applicants who are employed in any Facility to which the posting applies.

In all cases applicants from bargaining units where SUN represents nurses shall be given preference prior to hiring new employees.

27.06 Minimum Number of Registered Nurse, Registered Psychiatric Nurse, and Registered Nurse (Nurse Practitioner) Positions

The Employer shall demonstrate efforts to endeavor to maintain the number of existing Registered Nurse, Registered Psychiatric Nurse, and Registered Nurse (Nurse Practitioner) positions in the Extendicare bargaining unit during the lifetime of this Collective Agreement. The Employer shall provide the Union with an annual report of paid FTE's.

27.07 Graduate Nurses, Graduate Psychiatric Nurses and Registered Nurse (Graduate Nurse Practitioner)s

- (a) A new graduate shall be defined as an individual who commences employment with a temporary graduate license.

For the lifetime of this Collective Agreement, if a position remains vacant after the posting process (in accordance with Article 27.05), new Graduate Nurses, Graduate Psychiatric Nurses or Registered Nurse (Graduate Nurse Practitioner)s of a nursing education program of Saskatchewan shall be given preference, subject to having the necessary qualifications.

- (b) New Graduate Recruitment Program

The Employer may hire new graduate registered nurses or new graduate registered psychiatric nurses into full time positions or other than full time positions for up to 12 months under the New Graduate Recruitment Program. The Employer shall consider the request of the new graduate when determining whether the position is full time or other than full time. Such new graduates shall work supernumerary with experienced employees for guidance and support. The supernumerary positions shall be additional positions to the existing staffing level. New graduates can be hired into such positions without a posting. The supernumerary positions shall not replace existing vacancies or be used to circumvent the normal hiring process.

27.08 Internationally Educated Registered Nurses and Registered Psychiatric Nurses

Internationally Educated Registered Nurses or Registered Psychiatric Nurses may be recruited to fill vacant positions, upon confirmation in writing, by the Employer to the Union that:

- (a) All Articles/Letters of Understanding in the Collective Agreement have been exhausted regarding filling of vacancies;
- (b) The Employer has offered specific nursing training, including orientation and training for certifiable skills at the Employer's expense to Registered Nurses or Registered Psychiatric Nurses in Extendicare, and;
- (c) The Employer has advertised Locally, Provincially and Nationally.
- (d) At the time of hire, Internationally Educated Registered Nurses and Registered Psychiatric Nurses shall be informed of the availability of a mentorship program.



## 27.09 Notification of Successful Applicant

When an appointment is made, successful applicants will receive a Letter of Appointment in writing which shall include:

- Name of Employee
- Start Date
- Salary Rate and Step
- Job title/Classification
- (Status/type ie.) FT, OTFT-JS, OTFT-RPT, OTFT-CAS, Permanent, Temporary
- Posting number (if applicable)
- Facility
- Geographical area and/or Home Base (if applicable)
- Number of hours and shifts per rotation for OTFT-JS, OTFT-RPT
- Position end date for temporary
- For OTFT references to her availability for casual work

Copies of letters of appointment shall be provided to the employee, personnel file, Local and the manager.

When the appointment is made, all applicants shall be advised within two (2) weeks, in writing, of the name of the successful applicant. The Local(s) of the Union shall be notified within two (2) weeks of the appointee's name and department and shall be provided with a listing of the names of all SUN members within Extendicare who applied for the vacancy.

## 27.10 Requirement for Trial Period

The successful applicant shall be subject to a trial period as identified in Article 22.02.

## 27.11 Rate of Pay and Increments - Promotion, Transfer, Demotion

- (a) When an Employee is promoted from one classification to another, with the exception of promotion to the Nurse Practitioner classification, the salary of such promoted Employee shall be advanced to that step in the higher rated scale which is the next higher than the Employee's current rate, or to the next higher step if the salary increase from the single step is less than the Employee's next normal annual increment.

The effective date of the promotion shall become the new increment date for the purpose of wage progression.

- (b) Registered Nurse (Graduate Nurse Practitioner) shall be maintained at her current rate of pay until the Nurse Practitioner licensure is granted. Upon obtaining NP license and being promoted from a Nurse A, B or C to a classification of Nurse practitioner the following shall apply:

- The Employee's rate of pay plus six dollars (\$6.00) per hour shall be considered the Employee's current rate of pay for the purposes of application of Article 27.11.
- The Employee shall then be advanced to that step of the Nurse Practitioner wage rate which is next higher than the Employee's current rate (as per the above calculation), or the next higher step if the salary increase from the single step is less than the Employee's next normal annual increment.

- The effective date of the promotion shall become the new increment date for the purpose of wage progression.
  - The rate of pay shall be retroactive to the date of successful writing of the NP exam or the date of employment as a Nurse Practitioner, whichever is most recent.
- (c) The rate of pay of an Employee who has been transferred shall not change. The Employee's increment date or increment hours for the purpose of wage progression shall be maintained.
- (d) When an employee is demoted, the Employee's increment date shall not change, but the rate of pay shall be reduced to the rate of pay in the new classification which is next below the Employee's present rate of pay.

#### 27.12 Degree in Nursing

- (a) When the minimum requirement to enter nursing is the degree in nursing, the minimum requirement for employment shall continue to be registration with the **CRNS** or **RPNAS**. The Employer may continue to require a degree for positions that historically have required a degree. Where the Employer creates a new position or modifies the work of a position and determines that a degree requirement is necessary, Article 31 shall be applied.
- (b) The Employer agrees to provide Employee(s) information regarding, and facilitate access to, distance education nursing degree programs.

#### 27.13 Permanent OTFT-RPT Vacancies of 0.3 FTE or Less

In consultation with the Local where permanent OTFT-RPT positions of 0.3 FTE or less are vacated, the Employer may offer permanent existing OTFT-RPT Employees, within the applicable work area, in order of seniority, the opportunity to increase their hours.

Where additional hours are added to an Employee's position, new Letters of Appointment for affected OTFT-RPT Employees shall be issued.

In the event the Employer is unable to fill the existing vacancy, as outlined above, the vacated position shall be posted and filled in its entirety according to 27.01.

### **ARTICLE 28 - LAY OFF AND RE-EMPLOYMENT**

28.01 In the event a staff reduction becomes necessary through a reduction of work to be done, the Employer shall lay off Employee(s) through the abolition of positions(s). The most senior Employee(s), subject to qualifications and sufficient ability, shall be retained.

28.02 A lay-off shall be defined as:

- (a) a reduction of the hours of work of a full-time Employee; or
- (b) a reduction in the number of guaranteed hours in the Letter of Appointment of an OTFT-JS or OTFT-RPT Employee; or
- (c) the elimination or abolition of an Employee's position.

- 28.03 The Local of the Union shall be given written notice of impending lay-offs at least fourteen (14) days prior to issuing notice of layoff to any Employees. The Employer and the Local shall meet to discuss the details of the implementation of Article 28.

The last pay period prior to any notification of layoffs to the Local of the Union, in accordance with Article 28.03, shall be the cut off date for purposes of determining seniority of affected Employee(s).

Permanent positions without permanent incumbents that have been filled on a temporary basis shall be posted and filled on a permanent basis prior to issuing any lay-off notice. Where there are vacancies to be posted, the Employer shall advise the Local of such vacancies during discussions of impending lay-offs. Such vacancies shall be posted in accordance with Article 27.01.

Employees subject to lay-off shall be given notice as far as possible in advance in accordance with Section 2-60(1) of The Saskatchewan Employment Act, and in any case, a minimum of four (4) weeks' notice. The effective date of the lay-off shall be specified in the notice.

A copy of the lay-off notice shall be forwarded to the Local of the Union at the same time as issued to an Employee.

The Employer shall advise an Employee of her right to Union representation. A Union representative shall be present if the Employee so desires during discussions concerning lay off.

Notwithstanding the lay-off procedures, the Employer and the Union can modify the procedures to take into account the desire of the parties to minimize the impact of the lay-off or to deal with particular operational considerations.

28.04 Lay Off

- (a) An Employee who is laid off or displaced by another Employee who has been laid off, shall have her options identified and explained and shall elect one of the following choices:
- (1) to exercise displacement rights in accordance with Article 28.05 (a); or,
  - (2) an Employee may elect, where there is a reduction in hours of work, to accept the reduced hours of work; or,
  - (3) to be laid off and placed on re-employment. The Employee(s) shall be advised to contact the Employment Insurance Commission prior to making a decision; or,
  - (4) to be retained for six (6) months, maintaining her current status and hours of work in one of the following locations, as mutually agreed between the Employer and Employee:
    - (i) Facility;
    - (ii) Converted Facility in the event of a Facility conversion;
    - (iii) Another Facility in the event of a Facility closure. The Employee shall not be obligated to travel in excess of fifty (50) kilometres unless she so chooses;
    - (iv) sending or receiving facility in the event of a merger or transfer. After six (6) months, the employee may revert to a casual status.

Except in exceptional circumstances, if an Employee does not make an election within forty-eight (48) hours or a greater locally agreed to time period, she will be deemed to be laid off.

- (b) Once an Employee has exercised her right under (a) above, she will no longer have any rights or claims to her former position.

Employee(s) awaiting access to scheduled orientation and training for certifiable skills necessary for their selected position shall be offered temporary and/or casual work.

- (c) A laid off Employee who displaces, or is appointed under Article 28.06, or who applies for and is the successful applicant in a position at a lower classification level, shall maintain her current rate of pay (red-circled) until the rate of pay in her new classification exceeds her red-circled rate. Her increment date for the purpose of wage progression shall be maintained. When applying for vacant positions, red-circling applies only to the initial position.
- (d) Other Than Full-time Casual Employees shall have the option of relocating within Extendicare.

#### 28.05 Displacement

- (a) A laid off or displaced Employee may only displace into a vacant position or they may displace an Employee in an equal or lower paid classification and may only displace an Employee in the applicable Extendicare bargaining unit, with less seniority, subject to the Employee having the qualifications and sufficient ability for the position.
- (b) Except in exceptional circumstances, failure by an Employee to exercise her displacement rights within a locally agreed to time period, shall result in her being laid off and placed on re-employment.
- (c) Employee(s) exercising their displacement rights are subject to a trial period as identified in Article 22.02. Employees who have displaced and subsequently do not complete their trial period may, after notification, be appointed to a temporary position of less than one hundred and twenty (120) calendar days. In the absence of temporary work or posted vacancies for which she makes application, the Employee shall be placed on reemployment after notice of at least fourteen (14) days.
- (d) An Employee exercising her displacement rights will assume the hours of work of the displaced Employee.

All things being equal, an Employee shall displace the most junior Employee on her selected Unit. It is agreed that an Employee may select to displace an Employee working eight (8) hour shifts or an Employee working under one of the other hours of work options as identified in Article 7 - Hours of Work.

- (e) When an Employee displaces into a position in an equal classification, her increment date for the purpose of wage progression shall be maintained.
- (f) An Employee exercising her displacement rights shall be provided with Unit orientation and training for certifiable skills and any other training provided by the Employer in accordance with Article 41 - Staff Development.

## 28.06 Re-Employment

- (a) When an Employee is placed on re-employment she shall specify full-time and/or other than full-time work she is willing to perform. The Employee may also specify her willingness to be considered for temporary work. The Employee shall specify in addition to any other positions, a position in the same program with the same number of hours as the position held prior to layoff. Unless otherwise specified by the Employee, she shall not be on re-employment for a position greater than fifty (50) kilometres from her original place of employment. The Employee may only change these work designation(s) upon written notification to her Employer.
- (b) Employee(s) on re-employment have the responsibility to keep their Employer advised of their current address and telephone number.

When hiring an Employee from re-employment, the Employer shall deliver the offer of employment to the Employee's last known address by commercial courier or registered mail. At the same time, the Employer will attempt to contact the Employee by telephone to expedite the re-employment process.

The time of delivery of the offer of employment to the Employee's last known address shall be considered to be the time of notification of re-employment.

Copies of offers of employment shall be forwarded to the Local of the Union. The Employer shall confirm the name of the re-employed Employees.

The Employee reserves the right to request and review the re-employment list.

- (c) Employee(s) on re-employment shall be considered applicants to all vacancies, including temporary vacancies that meet the requirements of the Employee's employment preferences as specified in Article 28.06 (a). The successful applicant shall be chosen in accordance with Article 27.04 and 27.05.
- (d) Permanent Positions
  - (1) An Employee being re-employed must indicate her acceptance of the position within seventy-two (72) hours of being notified and commence work within fourteen (14) days of accepting the position. In extenuating circumstances, the seventy-two (72) hours may be extended.
  - (2) An Employee may only refuse re-employment to three (3) permanent positions she had identified in accordance with Article 28.06 (a) except when she declines a position equivalent to the one she was laid off from. An Employee refusing re-employment to a position equivalent to her original position, shall revert to casual status. In addition, an Employee refusing re-employment to three (3) permanent positions shall revert to casual status.
  - (3) An Employee who accepts re-employment and who fails to report for work at the specified time, shall be considered terminated unless there are extenuating circumstances.
- (e) Temporary Positions
  - (1) Those Employee(s) who have indicated a willingness to perform temporary work shall be re-employed to such work in accordance with Article 27.04 and 27.05.

- (2) An Employee re-employed to temporary work must indicate her acceptance within forty-eight (48) hours of being notified, and commence work within ten (10) days of accepting the position, or refuse re-employment to a position. In extenuating circumstances, the forty-eight (48) hours may be extended.
- (3) An Employee who accepts re-employment to temporary work and who fails to report to work at the specified time shall be considered terminated unless there are extenuating circumstances.
- (4) Employee(s) right to re-employment to permanent positions, or their employment status, shall not be affected by undertaking or by refusing temporary or casual work.

(f) Employees, upon re-employment, are subject to a trial period as identified in Article 22.02.

The Employee who is re-employed shall be provided with Unit orientation and training for certifiable skills.

(g) Casual Work

The Employer shall offer casual work to Employees who are laid off, and on re-employment, and who have indicated an availability for casual work before offering work to a casual Employee. Orientation and training for certifiable skills shall be provided for the Employee to a maximum of three (3) Units or work areas in which she has indicated an availability for casual work and the Employer has determined there is sufficient work available. An Employee not able to secure an adequate number of casual hours through her selected Unit(s) shall be afforded orientation and training to an additional Unit.

The amount of casual work offered to an Employee shall not exceed the hours the Employee was guaranteed prior to layoff, in accordance with letters of appointment for OTFT Employees, or the Employee's full-time status.

An Employee being called to work for a casual assignment shall be notified by telephone. It shall be the responsibility of the Employee to keep the Employer advised of her current telephone number. If the Employee fails to do so, the Employer shall not be responsible for failure to notify the Employee of the casual work assignment.

Prior to hiring any new casual Employee(s), the Employer shall offer casual employment to SUN members on re-employment.

- (h) An Employee shall remain on re-employment for four (4) years from the effective date of layoff. At the end of an Employee's layoff period, she shall have the option to transfer to OTFT-CAS status.
- (i) The Employer shall provide the Locals with the current list of Employees on re-employment quarterly.

## 28.07 Continuation of Benefits

Provisions of Article 17.13 (b) shall apply to an Employee on the lay-off list in the same manner as if she were on a Leave of Absence without pay, except that, time on lay-off shall be considered as time worked for future service increments.

An Employee who has been laid off and accepts work within Extendicare, within one year from date of layoff, shall resume participation in the benefit plan(s) of which she was a member at the time of layoff. Membership in the plan(s) will continue until December 31 following the date of re-employment, at which time the Employee's ongoing eligibility will be determined in accordance with the terms of the plan(s).

#### 28.08 Temporary Facility or Unit Closure

Notice of lay-off due to a temporary Facility or Unit closure shall specify the expected duration of the temporary closure.

Where an Employee elects not to displace in accordance with Article 28.05 and 28.06 she shall be appointed in accordance with this Article to fill any available position which is vacant. Such an appointment shall not be construed as a violation of Article 27. The term of the appointment shall be the length of closure, and at its conclusion the Employee shall be returned to her former position.

Employees shall be offered, in descending order of seniority, subject to ability and qualifications, appointment to available temporary positions. An Employee may refuse a temporary appointment without jeopardizing her employment status. Employees appointed to a temporary position, in accordance with this Article, shall receive orientation and training for certifiable skills in accordance with Article 41 – Staff Development.

Employees may also elect to utilize vacation or take an unpaid Leave of Absence, for the duration of the temporary closure.

Where an Employee elects not to displace, or utilize vacation or take an unpaid Leave of Absence, and there is no position vacant to which she accepts appointment, a lay off shall be effected, the lay-off notice which shall specify lay off due to lack of work. The Employee who has been laid off shall be returned to her former position, if such is available, and if not available then in accordance with Article 28.06. In the event a temporary closure becomes a permanent closure, Employees may exercise their seniority rights in accordance with Article 28.

### **ARTICLE 29 - MERGERS OR TRANSFERS OF SERVICES**

#### 29.01 For the purposes of Article 29 the following definitions shall apply:

Service:	Specific task(s) provided for a client.
Program:	A combination of services to meet the needs of an identified client group (e.g. orthopaedic surgery, early maternity discharge program)
Department:	A distinct division of the Employer encompassing more than one program, having a function that is designed to meet the needs of an identified client group.
Transfer:	A transfer shall be the movement of a department(s) or program(s) from one location or Facility to another where the same department(s) or program(s) were not in existence in the receiving location or Facility prior to the transfer. The department(s) or program(s) ceases to exist in the sending location(s) or Facility(s).
Merger:	A merger shall be the consolidation of a program(s) or department(s) in one or more location(s), or an expansion of a program(s) or department(s) in one or more location(s) or Facility(s) which may result in a corresponding reduction or loss of

positions in a related program(s) or department(s) at different location(s) or Facility(s).

- 29.02 Where a merger or transfer of department(s) or program(s) within a Facility will result in a lay-off or the relocation of an Employee's position Article 29.03 shall apply.

The Employer and the Local of the Union shall meet and jointly determine implementation of Article 29 as it applies to an internal merger or transfer.

Where a merger or transfer of departments(s) or program(s) between two (2) or more Facilities will result in a lay-off or the relocation of an Employee's position at one or more of the Facilities, the following shall apply:

The Employer shall provide the Union with as much notice, in writing, as possible. Wherever possible, at least one hundred and twenty (120) calendar days, but in any case a minimum of ninety (90) calendar days prior to the effective date of the merger or transfer of services which affects an Employee. The Employer and the Union shall commence discussions and negotiations regarding the implementation of this Article - Mergers and Transfers of Services, Article 23 - Seniority, Article 27 - Vacancies, Promotions or Transfers, Article 28 - Lay-Off and Reemployment, Article 32 - Technological Change and any other Articles that may be applicable.

- 29.03 If the Employer and the Union have not been able to agree upon alternate arrangements before the sixtieth (60th) calendar day prior to the effective date of the merger or transfer of program(s), department(s) the Employer may proceed with the merger or transfer. The following provisions of this Article shall apply:

- (a) In the event of a transfer, Employees shall have the right to transfer with their program or department to the extent that such positions are available, at the new location or Facility in order of seniority.
- (b) In the event of a transfer, and a corresponding closure of the sending Facility Employee(s) unable to maintain positions at the new location shall have their seniority transferred to the receiving Facility. Article 28 shall apply after the transfer of the said Employee(s).
- (c) In the event of a merger, the seniority lists of the affected program(s) or departments(s) shall be merged. Senior Employee(s) shall be retained subject to qualifications and sufficient ability to the extent such positions are available.
- (d) In any case where there is no reduction in positions or hours of work, and the relocation is within fifty (50) kilometres from the original Facility, Employee(s) occupying a permanent position shall relocate. Such Employee(s) who choose not to relocate shall be added to the re-employment list but may not exercise displacement rights.
- (e) In the event of a merger and/or a transfer, OTFT-Casual Employees shall have the option of relocating with their service, program or department and/or remaining with their original Facility.

The Employer shall notify an Employee(s) within the scope of this Agreement who is unable to relocate in accordance with Article 28.03 above, and she shall be laid off in accordance with Article 28.

Where another Article of this agreement conflicts with this Article, this Article shall apply.



## **ARTICLE 30 - FACILITY CLOSURE**

- 30.01 In the event of a Facility closure, Employees affected and the Union shall receive one hundred and twenty (120) days notice prior to the effective date of the closure or conversion.
- 30.02 (a) If as a result of a Facility closure there is a corresponding expansion of nursing positions within six (6) months in another Facility, owned, operated by, the Employer, and where the Union represents Employees, Employees may elect to transfer to the identified Facility in accordance with Article 29.03 above;
- (b) Employees laid off as a result of a Facility closure shall be laid off in accordance with Article 28 and be placed on re-employment.

## **ARTICLE 31 - NEW OR CHANGED CLASSIFICATIONS - NEW POSITIONS**

- 31.01 All new classifications or new positions within the scope of this Agreement shall be posted in accordance with Article 27. If there is a dispute between the Employer and the Union as to whether the new or reclassified classification or new position is within or outside of the scope of the bargaining units, such shall be subject first to negotiation. Failing settlement, the matter may be referred to the Labour Relations Board for adjudication.
- 31.02 (a) New or changed positions, with the exception of Registered Nurse (Nurse Practitioner)s, shall be submitted in accordance with Letter of Understanding #5 - Joint Position Evaluation. The Parties agree to utilize the agreed upon position evaluation process in a consistent, fair and equitable manner.
- (b) The Employer shall provide to the Local of the Union copies of job descriptions for all job classifications within the scope of the bargaining unit.
- (c) A decision resulting from the position evaluation process that results in the Employee being placed in a higher paid classification shall be effective retroactive to the Employee's date of employment in the new position or effective retroactive to the date the position changed.
- (d) If a position is reclassified the incumbent shall remain in the position as reclassified. The incumbent of the reclassified position shall not be subject to a trial period.
- (e) If a position is reclassified to a lower paid classification, the incumbent shall maintain her current rate of pay (red-circled) until the rate of pay in her new classification exceeds her red-circled rate. Her increment date for the purpose of wage progression shall be maintained. When applying for vacant positions red-circling applies only to the initial position.
- 31.03 Where the Employer makes substantive change(s) to an existing position, the Employee or the Union shall refer the position for review in accordance with Letter of Understanding 2 - Joint Position Evaluation.

## **ARTICLE 32 - TECHNOLOGICAL CHANGE**

- 32.01 If, as a result of:
- the Employer introducing new equipment; or,

- changes in operating methods; or,
- dissolution of department; or,
- Facility closure or conversion,

certain job classifications in the affected area(s) will no longer be required, the Employer shall notify the Union three (3) months in advance of instituting such changes which will cause dislocation, reduction or demotion of the existing work force. In the event of a Facility closure or conversion where more than twenty percent (20%) of Employees will no longer be required, the Employer shall provide notice to the Union in accordance with Article 32.01.

- (a) By mutual consent of the Employer and the Union the above time limit may be adjusted to suit individual circumstances.
- (b) Upon notification as above, the Employer, and the Union will commence discussion as to the effect on personnel and application of this Article.
- (c) During the above mentioned implementation and transitional period, affected Employee(s) will maintain their wage level.
- (d) All new job titles and rates of pay within the scope of this Agreement shall be negotiated in accordance with Article 31.
- (e) All new positions created as a result of technological change will be posted under the terms of the Agreement. Any training or retraining required to fill the new position shall be provided by the Employer at the Employee's regular rate of pay.
- (f) If application of this Article requires a reduction in the work force, such reduction will be carried out under the terms of this Agreement.

- 32.02 (a) Full time employee(s) who terminate employment as a result of the reasons indicated in this Article shall receive severance pay in the amount of five (5x) times the number of completed and/or partially completed years of service times the Employee's Current Hourly Rate of earnings times eight (8).

Five (5) x completed and/or partially completed years of service x Employee's Current Hourly Rate of Earnings x 8 = Severance Pay.

- (b) OTFT – RPT and OTFT – JS who terminate employment as a result of the reasons indicated in this Article shall receive severance pay in the amount of five (5x) times the number of paid hours in the position(s) divided by 1948.8 times the Employee's hourly rate of earnings times eight (8).

$$\frac{\text{Five (5) x paid hours in position x hourly rate x 8}}{1948.8} = \text{severance pay}$$

Where an Employee holds more than one different position and is only being severed from one, use the paid hours from the affected position only. If the Employee is being severed from all positions use the total paid hours of those affected positions.

- 32.03 An Employee shall only be eligible for severance pay once for any given period of employment.

## ARTICLE 33 - ORGANIZATIONAL CHANGE

- 33.01 The Employer shall ensure the Union is kept informed of pending organizational changes. The Employer shall ensure the Employees are kept informed of pending operational changes.

As a result of pending organizational change, the Employer shall endeavour to establish planning committees or working groups involving affected Employees and management:

- (a) Employee representatives shall be selected by the Union to be on any planning committee(s) and/or work groups.
- (b) Relevant information shall be forwarded to the Union representatives on any planning committee(s) and/or work group(s).
- (c) Participation on such planning committee(s) and/or work group(s) shall be with regular pay.

## ARTICLE 34 - RECOGNITION OF PREVIOUS EXPERIENCE

- 34.01 Nurses commencing employment at the **Nurse A** level with the Employer during the lifetime of this agreement and who have satisfactorily completed previous experience in the amount as set out below in an Institution or Agency which required professional nursing staff, shall receive recognition for such previous experience as follows:

- (a) Full-Time Previous Experience
  - (1) greater than one (1) year experience but less than two (2) years experience within the past five (5) years immediately preceding the date of hiring - placement at Step 2;
  - (2) two (2) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 3;
  - (3) three (3) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 4;
  - (4) four (4) years of experience within the past five (5) years immediately preceding the date of employment - placement at Step 5;
  - (5) five (5) years of experience within the past six (6) immediately preceding the date of employment – placement at Step 6.
- (b) Other Than Full-Time Previous Experience
  - (1) greater than one thousand nine hundred and forty-eight point eight (1948.8) paid hours but less than three thousand eight hundred and ninety –seven point six (3897.6) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 2;
  - (2) three thousand eight hundred and ninety-seven point six (3897.6) paid hours experience within the past five (5) years immediately preceding date of employment - placement at Step 3;

- (3) five thousand eight hundred and forty-six point four (5846.4) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 4;
- (4) seven thousand seven hundred and ninety-five point two (7795.2) paid hours experience within the past five (5) years immediately preceding the date of employment - placement at Step 5;
- (5) Nine thousand seven hundred and forty-four (9744) paid hours experience within the past six (6) years immediately preceding the date of employment – placement at Step 6.

34.02 (a) Employees hired into a classification other than **Nurse A** shall receive recognition for recent experience in an equivalent classification as follows:

1 year of such experience	- Step 2
2 years of such experience	- Step 3
3 years of such experience	- Step 4
4 years of such experience	- Step 5
5 years of such experience	- Step 6

(b) Employees hired into a classification other than **Nurse A** without experience in an equivalent classification shall be placed on the salary scale in accordance with Article 27.11, after initially placing her on the **Nurse A** scale based on her previous experience.

34.03 For the purpose of determining recognition of previous experience, unused annual vacation that is paid out to an Employee on termination shall be considered as time worked.

34.04 If an Employee successfully obtains a permanent full-time or permanent OTFT-RPT or OTFT-JS position through the posting process such that:

- (a) the full-time equivalent (FTE), calculated to the nearest tenth (0.1), of her new position is greater than the FTE of her position she held previous to the successful bid, or
- (b) she realizes a status change from OTFT-Cas to a permanent full-time or permanent OTFT-RPT or OTFT-JS position, then her recognition of previous experience will be re-calculated so as to provide additional credit towards her hourly wage rate. The application of this provision shall not result in the reduction of an Employee's hourly wage rate.

## ARTICLE 35 - RECOGNITION OF EDUCATION

35.01 In addition to the salary set forth in Schedule "A", any Employee who so qualifies shall receive for all paid hours, allowances for education as follows:

* Approved post-graduate course		\$0.17 per hour
One (1) year University diploma in Nursing		\$0.17 per hour
Baccalaureate Degree in Nursing	- Nurse A, B	\$0.21 per hour
	- Nurse C	\$0.45 per hour
Masters Degree (applicable to the position)		\$0.64 per hour

\* Approved post-graduate course shall mean:

- (a) A nursing course of three (3) months or longer duration (including Nursing Management Course and Midwifery II). Employee(s) with Midwifery II who are assigned to obstetrical duties will receive the additional stipend.
- (b) One of the following Nursing courses or an equivalent Nursing course which carries University credit, recognized by an accredited University or Nursing College:

Core concepts for Nursing Practice  
Health Assessment  
Teaching - Learning Process in Nursing  
Foundations of Nursing Research  
Issues in Professional Nursing Professional Nursing Practice Management for Nurses  
Community Health Nursing: Theory and Practice  
Senior Nursing Practicum

The titles of Nursing courses may change from time to time. Additions and deletions to the list may be necessary.

Employees receiving an allowance for recognition of other courses prior to June 24, 1993 will continue to receive this allowance for all paid hours. Employee(s) paid at **Nurse B** rates receiving an allowance for education of forty-five cents (\$0.45) per hour shall continue to receive this allowance for all paid hours.

- 35.02 The allowances for a clinical course and for the course in Nursing Unit Administration are payable only when the course is applicable to the position held by the Employee.
- 35.03 Allowances for education are not cumulative and an Employee shall be paid only for the highest qualifications attained.
- 35.04 Allowances for Education as established in this Article shall commence only after successful completion of the probationary period as set forth in Article 22.

## **ARTICLE 36 - EMPLOYEES ON OTHER THAN FULL-TIME STATUS**

- 36.01 Employees on other than full-time (OTFT) status shall mean those who work less than the normal full-time hours of work as set out in Article 7.01 of this Agreement.

Employee(s) on OTFT status shall be aware that in the course of their regular duties, they may be required to work various shifts throughout the twenty-four (24) hours of the day and seven (7) days of the week and three hundred and sixty-five (365) days of the year.

However, the above shall not preclude an Employee from being assigned to a specific shift if circumstances so warrant.

Each OTFT Employee shall, upon employment, be identified under at least one of the following work arrangements as determined by the Employer: "Other Than Full-Time - Regular Part-Time (OTFT-RPT)", "Other Than Full-Time - Job Sharing (OTFT-JS)", "Other Than Full-Time - Casual (OTFT-CAS)".

- 36.02 OTFT-RPT shall mean an OTFT Employee who works on a regular and continuing scheduled basis.
- 36.03 OTFT-JS shall mean one (1) of no more than two (2) Employees who share a full-time position.

- 36.04 OTFT-CAS shall mean an OTFT Employee who works on a call-in basis and who does not appear on the schedule on a regular and continuing basis except, casual Employees shall only appear on the schedule on a regular and continuing basis for the purpose of:
- (a) Replacement for illness and WCB of less than 120 days;
  - (b) Vacation replacement;
  - (c) Statutory Holiday replacement;
  - (d) Leave of Absence of less than 120 days;
  - (e) Temporary excess work load.
- 36.05 The Employer shall not be obligated to offer work to an Employee with OTFT-Casual status who does not work for a period of one hundred and eighty (180) calendar days from his or her last shift, exclusive of approved leave of absence until such time as the Employee informs the Employer of their availability for work. After the 180 day period, the Employer shall provide the Employee with written correspondence indicating they will no longer be party to the unit's casual call in protocol until availability is provided and if they have not worked on the unit prior to the completion of two hundred and seventy-four (274) calendar days, the Employee will be removed from the unit's casual list, Article 23.02(e) will apply if they are not employed elsewhere in the bargaining unit.
- 36.06 Notwithstanding Article 36.01, when the Employer utilizes casual Employees to the extent that casual hours, on an identified ward or Unit, equal OTFT-RPT, OTFT-JS, or a full-time position in accordance with Article 7 (and Article 36) for a period in excess of one hundred and twenty (120) days, and it is reasonable to expect the work to continue, the Employer shall post and fill the position in accordance with Article 27.
- 36.07 Employee(s) on OTFT status shall be entitled to all other benefits of this Agreement (subject to Pension and Group Insurance provisions) on a pro rata basis in direct relation to their paid hours as compared with that of a full-time Employee (a year being one thousand nine hundred and forty-eight point eight (1948.8) paid hours).
- 36.08 Notice Prior to Commencement of Shift
- Employee(s) on OTFT status who reports to work for hours at regular rates of pay shall be paid for all hours for which they were asked to work unless granted a paid or unpaid leave of absence. This provision shall not apply in the event of culpability of an Employee or as a result of an Employee failing to report to work as scheduled.
- Employee(s) on OTFT status called into work with less than three (3) hours notice prior to the commencement of the scheduled shift and unable to report in time for the commencement of the scheduled shift may be allowed to work the equivalent time of a full shift or shall be paid for the equivalent time.
- 36.09 In the event an Employee(s) on OTFT status is not called by the Employer or does not work for the Facility for a period of two hundred and seventy-four (274) calendar days as computed from her last shift of work, exclusive of approved leaves of absence and is not employed elsewhere in Extendicare, the Employee shall be considered terminated.
- 36.10 Casual hours shall be offered to Employees working casual, based on Unit procedures developed by the Employer in consultation with the Local. Employees shall mean OTFT-CAS and OTFTJS, OTFT-RPT and Employees on re-employment who have indicated a willingness to work casual hours.

In Facilities where there is agreement and/or practice to offer casual work in descending order of seniority such agreement and/or practice shall continue.

- 36.11 The Employer shall communicate the availability of casual work within any Extendicare Facility and employ such applicants prior to hiring new Employees. Bulletins shall be distributed and displayed in the same fashion as job postings in order to provide Employees the opportunity to access such work.
- 36.12 An OTFT-RPT or JS Employee(s) may occupy more than one OTFT – RPT position. Upon request from the Local, an Employer may make reasonable revisions to the master schedule to allow an Employee to occupy more than one (1) OTFT – RPT or JS position.

On acquiring an additional OTFT – RPT position, the Employer shall issue a new Letter of Appointment, indicating the cumulative number and length of shifts in accordance with Article 35 except when positions are located in different Facilities/Units.

36.13 Full-Time and OTFT Relief

The Employer shall review annually, in consultation with the Union, the predictable absences of regularly scheduled Employees, temporary excess workload, as well as a review of overtime usage. Positions which have been identified as those that can be regularly scheduled on a continuing basis shall be posted. Such relief Employee(s) shall be given orientation and training for certifiable skills for each Unit and/or Facility they shall be relieving at prior to providing such relief. It is agreed the Employer shall first consolidate work in a single Unit. Except in extenuating circumstances an Employee shall not be required to report to more than two Units or Facilities on any given shift/workday. Insofar as possible such positions shall be full-time and encompass similar services or programs.

A relief Employee shall appear on the schedule on a regular and continuing basis. The relief Employee may be scheduled for the following:

- (a) Replacement of illness and WCB of less than one hundred and twenty (120) days;
- (b) Vacation replacement;
- (c) Statutory Holiday replacement;
- (d) Leave of absence of less than one hundred and twenty (120) days;
- (e) Temporary excess workload

## **ARTICLE 37 - JOB SHARE**

37.01 Temporary Job Share

(a) Definition

Job sharing shall be defined as the voluntary sharing of a full-time position by two (2) Employees, one (1) of whom is the permanent incumbent of the full-time position. Scheduling provisions shall continue to apply to the rotation as if the job share was a full-time position. Both Employees of a job share must work the same shift option.

(b) Explanation

- (1) Job sharing is intended to allow a full-time Employee to work less than regular full-time hours while maintaining status as a permanent Employee. If they so desire, job-sharing Employees may be offered casual work.
  - (2) Job share Employees are not responsible to cover absences (i.e. vacation, sick leave, leaves of absence) of their job share partner.
- (c) Initiation
  - (1) A job share arrangement shall only be initiated upon the request of a non-probationary full-time Employee submitted through her immediate supervisor. Initial requests to convert to job share shall be considered in order of seniority for an identified Unit or Facility. Subsequent requests will be considered on a first come first serve basis.
  - (2) A request for job share is subject to the approval of the Employer.
- (d) Duration, Renewal, Termination
  - (1) An approved job share shall be for a maximum of one year and a minimum of six months.
  - (2) An existing job share may be renewed for periods not exceeding (1) year upon the request of the permanent incumbent and with the Employer's approval. Requests for renewal shall be provided to the Employer by the permanent incumbent no later than sixty (60) days prior to the expiry of the job share arrangement.
  - (3) If not renewed, any job share arrangement shall be considered as expired on the end date of the original request.
  - (4) The permanent incumbent or the Employer may terminate the job share arrangement on sixty (60) days written notice to the Employer or the permanent incumbent (whichever is applicable), the Local and the Other Than Full-time Employee participating in the job share. By mutual agreement of the Employer and the Local, the sixty (60) day notice may be shortened.
- (e) Filling Temporary Vacancies for Job Share

The remainder of the job-shared position will be filled as a temporary vacancy in accordance with Article 27 and Article 28 of the Collective Agreement.
- (f) Benefits

The permanent incumbent and the Other Than Full-time Employee participating in the job share shall:

  - (1) earn and expend vacation leave and sick leave as if each Employee was OTFT;
  - (2) earn statutory holiday pay and increments as if each Employee was OTFT;
  - (3) make contributions to the pension plan as per the terms of the plan relative to actual pensionable earnings;
  - (4) be provided dental coverage as per the terms of the plans as if each Employee was OTFT;



- (5) be provided Group Life coverage as per the terms of the plan for the OTFT Employee. The permanent incumbent shall be provided full coverage as if she continued to work full-time;
- (6) make contributions and be provided LTD coverage as per the terms of the plan as if each Employee was OTFT. Notwithstanding the foregoing, the permanent incumbent, at her discretion, may continue one hundred percent (100%) coverage under the LTD Plan by paying her contributions and a percentage of the Employer's contribution, equal to the percentage she has reduced her hours.
- (g) Reversion Rights/Lay Off
  - (1) On termination of the job share arrangement, the permanent incumbent shall revert to the regular full-time hours of her position. The Employee working the temporary portion of the job share shall revert to her former position or status.
  - (2) In the event of layoff or displacement the permanent incumbent will be laid off or displaced as a full-time Employee. The Employee working the temporary vacancy of the job share will revert to their former position or status.

#### 37.02 Permanent Job Share

- (a) Definition

Job sharing shall be defined as the voluntary sharing of a full-time position by two (2) Employees. Scheduling provisions shall continue to apply to the rotation as if the job share was a full-time position. Both Employees of a job share must work the same shift option.

- (b) Explanation

- (1) Job sharing is intended to allow a full-time Employee to work less than regular full-time hours while maintaining status as a permanent Employee. If they so desire, job-sharing Employees may be offered casual work.
- (2) Job share Employees are not responsible to cover absences (i.e. vacation, sick leave, leaves of absence) of their job share partner.

- (c) Initiation

- (1) A job share arrangement shall only be initiated upon the request of a non-probationary full-time Employee submitted through her immediate supervisor. Initial requests to convert to job share shall be considered in order of seniority for an identified Unit or Facility. Subsequent requests will be considered on a first come first serve basis.
- (2) A request for job share is subject to the approval of the Employer.

- (d) Filling Vacancies for Job Share

- (1) The remainder of the job-shared position will be filled as a permanent vacancy in accordance with Article 27 and Article 28 of the Collective Agreement.
- (2) Should a portion of the position become vacant, the vacancy shall be posted as a job sharing position, in accordance with Article 27 and Article 28. Should no applications be received from qualified applicants, the position shall revert to full-

time. If the remaining partner is not the original incumbent she shall be afforded access to the lay-off provisions in accordance with Article 28 and the full-time position shall be posted in accordance with Article 27.

(e) **Benefits**

The permanent incumbent and the Other Than Full-time Employee participating in the job share shall:

- (1) earn and expend vacation leave and sick leave as if each Employee was OTFT;
- (2) earn statutory holiday pay, increments and seniority as if each Employee was OTFT;
- (3) make contributions to the pension plan as per the terms of the plan relative to actual pensionable earnings;
- (4) be provided dental coverage as per the terms of the plans as if each Employee was OTFT;
- (5) be provided Group Life coverage as per the terms of the plan as if each Employee was OTFT;
- (6) make contributions and be provided LTD coverage as per the terms of the plan as if each Employee was OTFT.

#### **ARTICLE 38 - TEMPORARY LICENSE TO PRACTICE**

38.01 A Graduate Nurse or a Graduate Psychiatric Nurse who has been issued a temporary license shall receive the Graduate Nurse (Unregistered) rate as per Schedule "A".

- 38.02 (a) A Graduate Nurse or Graduate Psychiatric Nurse with a temporary license who becomes registered within the first eight (8) months of employment shall have her rate of pay adjusted to Step 1 of the **Nurse A** rate as per Schedule "A".
- (b) This adjustment shall be retroactive to the date of successful writing of the exam or the date of hire, whichever is most recent.
- (c) The date of employment shall be retained as the increment date.

- 38.03 (a) Upon the request of an Employee, the Employer shall grant leave of absence from duty without pay in order for the Employee to study for the professional registration examination. The Employee shall receive at least sixteen (16) hours clear time off duty prior to writing the examination.
- (b) An Employee required to write professional registration exams shall be released from duty with no loss of pay.

#### **ARTICLE 39 - LICENSE TO PRACTICE**

39.01 It shall be the sole responsibility of the Employee to be registered with her professional association and to maintain a current licence to practice nursing and/or psychiatric nursing in Saskatchewan.

- 39.02 The Employer shall pay license to practice fees in full for all Employees covered by this agreement. In instances where the Employee is registered with both the **CRNS** and the **RPNAS** the Employer is only responsible for paying the higher of the two professional fees.

#### **ARTICLE 40 - UNION MANAGEMENT COMMITTEE**

- 40.01 At either parties request, a joint committee shall be set up to deal with such matters of mutual concern as may arise from time to time in the operation of the Facility/**Facilities**.
- (a) The Committee shall be composed of representatives of the Employer and the Union.
  - (b) The Committee shall meet as and when required upon request of either party, within seven (7) days. The time of such meeting(s) shall be mutually determined.
  - (c) Either party shall inform the other party, prior to the meeting, of matters that they wish to discuss and of the names of the persons attending.
  - (d) Employees who attend committee meetings shall be released from duty with no loss of pay.

#### **ARTICLE 41 - STAFF DEVELOPMENT**

- 41.01 The Employer shall provide in a suitable location such reference materials as may be required in relation to maintaining up-to-date knowledge of client care.
- 41.02
- (a) When the Employer requires that an Employee attend any educational program, such attendance shall be with pay and all registration or tuition fees and expenses related to the program shall be paid by the Employer.
  - (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 nursing services, the Employer shall provide, and require Employees directly affected to attend in-service education.
  - (c) If an Employee is required by the Employer to attend or participate in 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 or staff meetings which are not required by the Employer.
  - (d) In addition to any in-service the Employer may identify as mandatory, all Employees shall be provided in-services for the skills required for their area of nursing practice. Both parties agree that a planning meeting should be held in each facility to discuss suggestions and requests concerning programs at the beginning of each calendar year.
  - (e) The Employer shall provide Cardio-Pulmonary Resuscitation training to all Employees.

#### 41.03 Professional Development

In recognition of the mutual value of furthering education for professional development, the Employer shall issue and make available to the Union a statement of its policy with respect to leave of absence and any other assistance available to Employee(s) who desire to seek leave:

- (a) for formal educational purposes;
- (b) for professional development purposes.

Insofar as the regular operation of the Employer will permit, leave of absence without pay shall be granted upon request to enable an employee to fulfil the continuing educational requirement for registered nurse licensure and/or for professional purposes.

Employees may request funding approval from the Director of Care for formal education and/or professional development purposes that are not required for their position, but where the program will benefit the Employer and the Employee.

The Employer shall be fair and equitable when granting time off for attendance at professional association meetings, workshops and other professional development purposes.

Employees shall be granted eight (8) hours of paid professional development leave annually per full time Employee, pro-rated for other than full time Employees on the basis of hours worked.

Nurse Practitioners shall be granted an additional eight (8) hours for a total of sixteen (16) hours of paid professional development leave annually per full time Employee, pro-rated for other than full time on the basis of hours worked.

Unused hours are not cumulative from one calendar year to another. Utilization of this leave is subject to advance approval by the Employer with respect to course content and scheduling.

This leave will not include orientation, certifications or other unit educational needs scheduled by the Employer.

#### 41.04 Orientation

- (a) The Employer shall provide during regular hours of work a planned and paid orientation program, determined through Employer needs assessment and Employee consultation, for up to six (6) weeks or two hundred twenty four (224) working hours for newly hired Employees, and as required, supernumerary to regular staff complement. Orientation programs shall include such essential information such as, but not limited to, nursing practices and procedures for the Unit, fire and disaster plans, location of supplies and equipment, and training for any certifiable skills necessary for the Employee(s) to competently carry out their duties prior to assuming those duties. Prior to the commencement of orientation, the Employer and Employee providing the orientation will discuss required work assignment adjustments.

An RN/RPN shall provide orientation for duties and responsibilities that require the nursing process and are exclusive to an RN/RPN's professional standards of practice.

- (b) An Employee who returns to her position after an extended period or acquires a new position pursuant to the terms of the Collective Agreement, including but not limited to Mergers, Transfers, Vacancies, Layoff, Reemployment and Displacement, shall be provided with orientation and training for certifiable skills that are necessary for the Employee to do the assigned duties based on an Employer assessment of need, in consultation with the

Employee. If there are no qualified Employees on re-employment, the Employer shall provide in-house training as required, to Employees prior to hiring a new Employee.

- 41.05 (a) The Employer shall provide, on a continuing basis, and during the normal hours of work, a program of professional nursing in-service education for Nurse(s).
- (b) The Employer shall endeavour to provide paid professional development opportunities including but not limited to workshops, conferences, seminars, lectures and meetings.
- 41.06 The Employer shall:
- (a) identify emergency treatments, IV's and drugs an Employee may administer in the absence of a physician, special nursing procedures and the procedures that require transfer of function from medicine to nursing;
- (b) establish policies and guidelines that would assist the Employee in performing these procedures.

#### **ARTICLE 42 - PERSONAL PROPERTY DAMAGE**

- 42.01 An Employee's personal property loss or damage resulting from the action of a client or others while on duty shall be replaced or repaired at the expense of the Employer to a maximum of seven hundred and fifty dollars (\$750.00), subject to integration with 100% coverage by the 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.

Notwithstanding the above, should the Employer prove that an Employee did not take reasonable security measures to protect his/her personal property, that Employee shall not be eligible to have that property replaced or repaired by the Employer.

#### **ARTICLE 43 - PERSONNEL FILE**

- 43.01 (a) The Employer agrees to advise and discuss with the Employee in question any report concerning the Employee's performance or conduct while employed with the Employer prior to such being filed in the Employee's personnel file. The Employee shall be given opportunity to read the report and shall be required to sign an acknowledgement of being given the opportunity to read and discuss the report. The Employee's signature shall not be construed as her acceptance of the content of the report. An Employee shall have the right to respond in writing within fourteen (14) days of having discussed the report with the Employer and that reply shall be placed in her personnel file.
- (b) An Employee shall be given a copy of her performance appraisal.
- 43.02 (a) An Employee shall be allowed access to her personnel file, at her place of employment during mutually agreeable working hours, to review any document therein pertaining to work performance or conduct, except references from previous Employers, by making prior arrangements with the Employer designate. Any Employee may review her personnel file upon termination.
- (b) An Employee shall have the right to request and receive copies of documents contained in her personnel file.

- 43.03 After two (2) years an adverse report shall be removed from the Employee's file, unless there have been subsequent documented incidents of a similar nature.

#### **ARTICLE 44 - FLOAT ORIENTATION**

- 44.01 (a) The Union acknowledges the right of the Employer to direct the working force as referred to in Article 3 (Management Rights) and that it may be necessary to float or move nursing personnel for temporary replacement for Facility requirements.

The Employer shall identify all work areas that have fluctuations in work load that may require Employee(s) to be floated in or out of the area. The Employer shall advise the Locals and Employees of the areas which may require floating.

- (b) The Employer shall maintain a float roster whereby Employees interested in floating to areas or Units outside their Facility may advise the Employer of their desire to be added to a float roster and of the areas or Units outside their Facility to which they are interested in floating.

In emergent circumstances, Employees may be required to float to areas or Units outside of their Facility where core duties are similar in nature as per the definition of program in Article 29. Emergent circumstances shall be defined as unforeseen occurrences or conditions. Chronic staff shortages, vacation, incidental sick leaves or leaves of absence shall not be considered emergent circumstances. If there are no Employees on the float roster, it may be necessary to float Employees who are not on the float roster.

Any additional travel time for float purposes will be considered time worked.

- 44.02 Wherever possible, Employee(s) will not be assigned to "float" to work areas with which they are unfamiliar. The Employer shall establish a means for paid orientation of Employee(s) assigned to float. Where orientation has not been provided the Employee shall provide care within her level of skill and experience.
- 44.03 Employee(s) who are floated to other work areas shall not be placed in charge or given charge responsibilities on the ward or Unit if there is another qualified Employee available and working on that Unit.

#### **ARTICLE 45 - NO STRIKES - NO LOCKOUTS**

- 45.01 While this Agreement is in force there shall be no strike, slow down or stoppage of work on the part of any Employee represented by the Union nor shall the Employer cause or direct a lockout of its Employees.

#### **ARTICLE 46 - COURT/JURY DUTY**

- 46.01 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 so serving. Such Employees shall be released from duty. Any money paid to the Employee for such court attendance shall be turned in to the Employer.

An Employee on OTFT status shall be compensated for any scheduled shift within the posted and confirmed period. An Employee on OTFT status who continues on jury duty for any period of time in

excess of the schedule as posted and confirmed shall be compensated based on the average number of paid hours in the previous fifty-two (52) weeks. In no case shall an OTFTRPT or OTFT-JS access less than their pay from their regularly scheduled shifts.

- 46.02 In the event that the Employee acts as a witness for the Employer in matters arising out of employment, the Employee shall not lose regular salary or day(s) off while so serving.

#### **ARTICLE 47 - MAINTENANCE AND PORTABILITY OF BENEFITS**

- 47.01 (a) Any Employee who relocates between Extendicare facilities, pursuant to the terms of this agreement, shall maintain the following as if she worked at a single location:

- seniority
- unused sick leave credits
- family leave credits
- vacation credits subject to Article 15
- most recent vacation accrual rate
- vacation length of service date
- salary step
- increment date
- eligibility and entitlement for Supplemental Employment Benefit (SEB)
- eligibility and entitlement for Health and Welfare plans and pension plan.

When an Employee changes classification determination of salary shall be in accordance with Article 27.11. Employees eligible for long service leave shall retain that benefit.

- (b) An Employee who terminates from all positions in the bargaining units or other Employers where the Union represents Employees and who commences employment within one year within an Extendicare bargaining unit shall retain the following:

- seniority
- unused sick leave credits earned in the past twenty-four (24) month period
- family leave credits
- most recent vacation accrual rate
- vacation length of service date
- salary step.

Documentation confirming accruals, vacation length of service and salary step should be submitted to the Employer within thirty (30) days of commencing employment.

When appropriate, determination of salary shall be in accordance with Article 34.

An Employee re-employed within one year shall have a new increment date established to coincide with the first day of work.

- 47.02 A registered nurse with previous nursing experience, who terminates with an Employer and within one year secures employment with any Extendicare bargaining unit, shall retain: her unused sick leave credits earned in the past twenty-four (24) month period, most recent vacation accrual rate to the maximum applicable in this Collective Agreement, and be placed at a salary step that is at the rate she would have attained if her work experience were assessed under Article 34, to a maximum of the applicable classification within this Collective Agreement. In addition, all Employees who are

members of the Canadian Federation of Nurses Union, including but not limited to United Nurses of Alberta (UNA), Manitoba Nurses Union (MNU), Ontario Nurses Association (ONA), New Brunswick Nurses Union (NBNU), Registered Nurses Union of Newfoundland and Labrador (RNUNL), Prince Edward Island Nurses Union (PEINU) and Nova Scotia Nurses Union (NSNU), shall be credited with current seniority.

#### **ARTICLE 48 - HEALTH & WELFARE PLANS**

- 48.01 Reporting to the SAHO Board of Directors as a standing committee of the Board, the Employee Benefit Plans Committee shall be responsible for advising and making recommendations to the Board on all matters affecting SAHO's mandate in the area of Employee Benefit Plans or as otherwise determined by the SAHO Board.

The Committee shall have equal representation from the Unions and the Employers up to a total of ten (10) representatives.

The Committee shall have access to all actuarial reports and other information as determined by The Pension Benefits Act concerning the benefits plans (LTD and Pension).

- 48.02 The Unions' representatives shall be named by the Unions.
- 48.03 The Employers' representatives shall be named by SAHO.
- 48.04 The Committee shall be chaired by a representative named by the SAHO Board.
- 48.05 Expenses for the Employee Benefit Plan Committee meetings shall be the responsibility of the Plans.

#### **ARTICLE 49 - EMPLOYEE BENEFITS**

- 49.01 Annual Statement

Annually, the Employer and SAHO shall provide each member of the Plan with an Employee's Benefit Statement.

Such statement shall outline:

- (a) Premiums paid by the Employee;
- (b) Coverage under benefit entitlement with regard to Group Insurance, Long Term Disability, Dental, Extended Health, Enhanced Dental and Pension;
- (c)
  - (1) Projected pension at age 65 (sixty-five);
  - (2) Projected pension at earliest retirement without penalty;
  - (3) Value of pre-retirement death benefit.

- 49.02 Any Employee who is granted an approved leave of absence may continue her benefit entitlement in accordance with the terms of the Plans.



- 49.03 A member may assign in writing a representative of her Union to assist her with any benefit problems and such representative shall have access to all information relevant to the Employee's claim for benefits.

## **ARTICLE 50 - PENSION PLAN**

- 50.01 The Saskatchewan Healthcare Employees Pension Plan (SHEPP) shall be available to Employee(s) working.
- 50.02 SUN Members currently under pension plans, other than the SHEPP including RRSP pension plans, shall continue their membership in those plans.

## **ARTICLE 51 - GROUP LIFE INSURANCE**

- 51.01 The Employer will pay for the first twenty five thousand dollars (\$25,000.00) coverage for an Employee covered under the Group Life Insurance Policy as carried by the Saskatchewan Association of Health Organizations.

## **ARTICLE 52 - DENTAL PLAN, EXTENDED HEALTH PLAN AND ENHANCED DENTAL**

- 52.01 A Core Dental Plan with terms, conditions and benefits administered by 3sHealth shall be provided whereby the Employer shall pay the full cost of the premiums.
- 52.02 The Employer shall provide an Extended Health Plan and Enhanced Dental Plan fully paid for by the Employer, for Employees, their spouse and eligible dependants. The Plans shall be governed by a joint board of trustees made up of equal representation of Union and Employer representatives. The joint board of trustees shall be responsible to develop and administer the Plans within the resources allocated to the Plans.

The Extended Health Plan and Enhanced Dental Plan will be funded by the Employer each year at an annual rate of two point seven five percent (2.75%) of straight time payroll.

The Employer shall ensure that the current level of benefits in place at July 1, 2015 provided from the Extended Health Plan and Enhanced Dental Plan shall continue at no cost to the Employees until the expiry of this Collective Agreement.

- 52.03 Extended Health Plan

The Plan shall provide hospital and medical benefits over and above the services provided under the public health care system, including: drugs, vision care, charges for services of practitioners, diabetic supplies, ambulance services, hospital board and room charges, convalescent hospital services, medical equipment, emergency out of country medical costs, outpatient hospital services, etc.

- 52.04 Enhanced Dental Plan

The Plan shall compensate at one hundred percent (100%) for preventative, basic and routine services. Major restorative services shall be compensated at seventy five percent (75%). Orthodontia shall be provided for Employees, their spouse and eligible dependants within the resources available to fund the Plan.

52.05 Health and Dental Plan for Retirees

The Employer shall make available a health benefits retiree plan(s) incorporating health and dental benefits. Retirees who participate will be responsible for all premiums and administration costs.

**ARTICLE 53 - LONG TERM DISABILITY PLAN**

53.01 Joint Funding

The Long Term Disability Plan (LTD) shall be provided whereby the Employer shall pay fifty-four per cent (54%) and the Employee shall pay forty six percent (46%) of the cost of funding the plan.

53.02 Administration

The Long Term Disability Plan (LTD) shall be administered by the Saskatchewan Association of Health Organizations in accordance with the terms of the Plan.

53.03 Terms of Plan

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

- (a) 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. Such sick leave credits shall be used for periods of disability lasting up to one hundred and nineteen (119) calendar days or until the Employee's sick leave has been exhausted.
- (b) For periods of disability which continue past the one hundred and nineteenth (119th) calendar day, the Employee will receive a monthly disability benefit equal to seventy-five percent (75%) of her pre-disability earnings. This benefit will be paid in accordance with the definition of disability. The benefit will continue until recovery, age sixty-five (65) or death whichever occurs first.
- (c) Effective April 1, 2005, all Employees currently with an approved claim payable at sixty-five (65) percent of pre-disability earnings, shall be adjusted to seventy-five (75) percent of pre-disability earnings.
- (d) Disability will be defined as the inability to perform the duties of her own occupation during the first twenty-four (24) months. Thereafter, and until age sixty-five (65), the Employee will be considered disabled if she is unable to perform any occupation for which she is suited by reason of education, training or experience.
- (e) Benefits will be reduced by: Canada Pension Plan benefits.

The Employee may be entitled to receive CPP disability benefits and all disabled Employees shall apply for this benefit. An application form is available from **the** Employer or the local CPP office.

Workers' Compensation benefits.

Earnings from any other source of employment except those received under an approved rehabilitation program or benefits payable under Article 18.05.

- (f) 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 in the terms of the Plan, regardless of the fact that the Plan may have subsequently been discontinued or succeeded by a new program.
- (g) Any claim attributable to a mental illness will be treated as a claim for any other illness. A claim attributable to a mental illness will be paid according to the terms of the Plan.
- (h) Benefits will not be paid for:
  - Disability caused by intentional self-inflicted injuries or illness.
  - Disability due to injury resulting from insurrection, war, service in the armed forces or participation in a riot.
  - Disability during the first year of plan membership which results from an injury or illness for which the Employee had received medical treatment during the six (6) months prior to becoming a member of the Plan.
  - Disability for which the Employee is not under the regular care of a physician.
- (i) Annually the Employer shall provide each member of the Disability Income Plan with an Employee Benefit Statement. Such statement shall outline:
  - (1) Premiums paid by Employee members;
  - (2) Member's sick leave credits;
  - (3) Coverage under Group Insurance, Disability Income Plan and Pension.
- (j) Pension benefits regarding years of service will continue to accrue during disability as though the Employee were still fully employed.
- (k) All Employees shall be enrolled and participate in the LTD Plan. Employee(s) who retire and access a pension covered by the Collective Agreement, if rehired, shall have the option not to enrol in the LTD plan.

#### **ARTICLE 54 - NURSING ADVISORY COMMITTEE**

- 54.01 At either party's request a Nursing Advisory Committee (NAC) in each Facility shall be established to review and make recommendations relative to client care including staffing for nursing practice based on client needs and other matters of mutual concern. A Provincial Nursing Advisory Committee shall be implemented upon mutual agreement of the parties. It is understood that matters expressly provided for in the Collective Agreement shall not be deemed appropriate subjects for discussion by the Committee.
- 54.02 Where an issue(s) is specific to one ward or Unit, it shall be discussed with the out-of- scope supervisor or Employer designate of the ward or Unit within ninety-six (96) hours of its occurrence.
- The Employer shall not penalize, harass or discipline an Employee who submits a SUN Work Situation Report, and a Union representative shall, at the Employee's request, be present during discussions with the Employee regarding SUN Work Situation Reports.
- If not resolved, the matter will be brought forward as soon as possible to the NAC.

54.03 The Committee shall be composed of:

- (a) Two (2) members to be appointed by SUN.
- (b) Representatives appointed by the Employer: The number of whom shall not exceed the number of SUN representatives.

In addition the parties shall have the right to have a representative from the Saskatchewan Union of Nurses and/or the Regional Director of the Employer to attend meetings.

54.04 The chair of the Committee shall alternate between the parties.

54.05 Agendas shall be circulated prior to each meeting, but this shall not restrict the right to raise issues without prior agenda notice.

54.06 Minutes of Committee meetings shall be taken, circulated and approved at the next NAC meeting.

54.07 Unresolved items from previous meetings of the Committee shall be highlighted and reviewed at the Committee's next meeting.

54.08 The Committee's regular meeting shall be held not more than once per month except where SUN Work Situation Reports are filed and not resolved at the ward or Unit level the Committee shall meet within ten (10) calendar days of notice being given by either party. A SUN Work Situation Report that was submitted and resolved prior to the date of the committee meeting shall be filed with the NAC for information purposes.

54.09 In the event that an issue(s) remains unresolved after two (2) meetings of the Committee, unless mutually agreed otherwise either party may request and shall have the right to present the item(s) to the Regional Director of the Employer.

54.10 The Regional Director of the Employer shall reply to the Committee in writing within thirty (30) days except when the Western Operation of the Employer is in recess, specifying the action(s) it is prepared to take in respect of the item(s) referred to it.

54.11 Employee(s) who are required to attend NAC meetings and/or meetings of the Regional Director of the Employer shall be released from duty with no loss of pay.

54.12 Policies and Procedures

Committee members shall have access to all policies and procedures affecting nursing practice.

54.13 Where a Facility utilizes a patient classification/workload index system, the members of the NAC shall:

- (a) be oriented to the system;
- (b) receive relevant summary reports for nursing Units using the system.

54.14 Where in the opinion of SUN, the reply from the Employer in response to the presentation under clause 54.10 is unsatisfactory, the items related to work load may be referred by SUN to an Independent Assessment Committee (IAC) within fifteen (15) days of the reply of the Employer.

## **ARTICLE 55 - INDEPENDENT ASSESSMENT COMMITTEE**

- 55.01 On deciding to make a reference to an IAC pursuant to Article 54.14, SUN shall give written notice to the Employer, specifying the items related to work load to be referred to the IAC.
- 55.02 The IAC shall consist of three persons, one to be nominated by the Union, one to be nominated by the Employer, and a chair, who shall be a person who is knowledgeable about health care delivery and familiar with current nursing practice; the chair may be a Registered Nurse or a Registered Psychiatric Nurse.
- 55.03 There shall be a roster of agreed upon chairpersons called the IAC Chairperson Roster. The Roster shall consist of a minimum of three (3) persons.
- 55.04 Within ten (10) days of the receipt by the Employer of the written notice given in accordance with Article 55.01, each party shall appoint its representative nominee to the IAC. Within ten (10) days thereafter, the Union and the Employer may mutually agree to a chairperson from the Roster. If they are unable to agree the next available Chairperson from the roster shall be appointed.
- 55.05 In the event the parties are unable to agree to any names for the IAC Chairperson Roster, either party may request a Dean of Nursing or an Acting Dean of Nursing from an accredited university or college educating registered nurses in Saskatchewan to provide additional names to complete the IAC Chairperson Roster. These names may include that of the Dean or Acting Dean of Nursing.
- The Chairperson of the IAC shall be chosen from the IAC Chairperson Roster based on mutual agreement or first available.
- 55.06 The Chairperson and the IAC Panel Members shall adhere to the Procedural Guidelines for the IAC Hearing as provided by Appendix A.
- 55.07 The Employer shall post a notice in the ward or unit at least thirty (30) days prior to the hearing, such notice to state the precise item related to work load to be referred to the IAC, along with the time, date and location of the hearing. The Employer shall also send a copy of this notice to any trade union representing Employees in the Facility.
- 55.08 The IAC shall determine its own procedure, including questions of intervener status or standing to participate in any hearing. A copy of the procedural guidelines contained in Appendix A shall be provided to all names on the Chairperson roster.
- 55.09 Either party may object to the jurisdiction of the IAC to hear any issue, including the item related to work load referred to it by SUN, or to make any ruling. Such objection may be made notwithstanding that the party making the objection has participated in the appointment of the IAC panel.
- 55.10 The IAC may rule on its own jurisdiction to determine the items related to work load referred to it, and may rule on objections with respect to these items, or other objections related to jurisdiction.
- 55.11 Each party shall be given an opportunity to make representations to the IAC and to respond to any representations made by the other party.
- 55.12 It shall be open to the IAC to receive and admit evidence, whether or not such evidence would be admissible in a court of law, and the IAC shall determine the admissibility, relevance and weight of any evidence tendered by the parties or otherwise advanced. The IAC may also determine the manner in which such evidence is to be received or admitted.

- 55.13 The decision of a majority of the IAC shall be the decision of the IAC, provided that if there is neither a unanimous nor a majority decision, the decision of the chair shall be the decision of the IAC.
- 55.14 The decision of the IAC shall be in writing within sixty (60) days of the last day of the hearing. One (1) copy of the IAC recommendations shall be forwarded to each of SUN and to the senior management representative of the Employer, as well as to anyone designated by representatives of the parties at the hearing or of any interveners allowed by the IAC to participate.
- 55.15 The decision of the IAC shall be valid and binding insofar as it concerns items related to work load, as specified in Article 54.14, and insofar as it affects Employees within the scope of this agreement.
- 55.16 A copy of the decision of the IAC will be provided by the Union and the Employer to any person or trade union requesting it.
- 55.17 Any time limits specified in this Article may be extended by agreement between the Employer and the Union.
- 55.18 Each party shall bear the cost of its own appointees to the IAC and shall jointly bear the cost of the chair.
- 55.19 Employees required to attend IAC meetings shall be granted Union leave on one (1) week's notice and with pay as per Article 17.14.
- 55.20 Implementation of IAC Decisions

The Employer shall meet with the Local NAC or their designate(s) within thirty (30) days of receipt of the IAC report to review the recommendations, determine which recommendations are binding (as per Article 55.15) and to have the parties articulate their responses to the recommendations. The NAC members or their designate(s) will be paid as per Article 54.11.

The IAC panel shall remain seized with respect to any issues arising from the implementation of the recommendation.

## **ARTICLE 56 - NURSING PRACTICE**

- 56.01 The Employer shall provide a working environment consistent with nursing standards, practices and procedures.
- 56.02 The Employer shall have in place nursing policies and procedures which are consistent with the professional associations' standards of practice and legislation that applies to Registered Nurses and Registered Psychiatric Nurses. Where educational needs arise from new nursing practices or procedures, the Employer shall provide such education during Employees' regular hours of work.
- 56.03 (a) Where an individual Employee or group of Employees have cause to believe that she or they are being asked to perform more work than is consistent with proper client care, she or they shall first discuss the matter with her supervisor. If the matter is not resolved within five (5) calendar days, the issue may be referred to the NAC.
- (b) Where an Employee has reasonable grounds to believe that she is working, at the Employer's direction, in violation of her professional responsibilities, she shall inform her immediate supervisor and identify the issue. A meeting shall be convened within twenty-four (24) hours to consider and implement alternative options of care delivery meeting the required professional standards.

- 56.04 If a nursing professional association wishes to audit the nursing practice environment at the operations of an Employer, the Employer shall disclose the information relevant to the nursing issues to be reviewed.

#### **ARTICLE 57 - REPORTING OF ALLEGED WRONG DOING**

- 57.01 An Employee will not be penalized, harassed or disciplined for bringing forward, in good faith, an alleged wrongdoing to her Employer, directly or through the Union.

The provisions of Article 54, 55 and 56 shall be utilized if the allegations fall within the parameters and processes of these articles.

If the item of alleged wrongdoing is outside the provisions of Articles 54, 55 and 56, the Employer shall investigate such allegations and provide written record of responses and any remedies they deem necessary and appropriate to the Employee and the Union. If this investigation does not provide a satisfactory outcome for the Employee and the Union, the issue shall be forwarded to the Western Operations of the Employer for presentation. The Western Operations of the Employer will provide a written response to the Employee and the Union as soon as reasonably possible.

#### **ARTICLE 58 - PRECEPTORSHIP**

- 58.01 A “Preceptor” shall mean a registered nurse who educates, supervises, assesses and evaluates a student in a formal Clinical practicum.
- 58.02 The parties recognize the importance of the role of the preceptor. Prior to the commencement of a preceptorship, the Employer and Employee will discuss work assignment adjustments required.
- 58.03 The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster.
- 58.04 The Employee who is assigned as a preceptor shall be paid sixty-five cents (\$0.65) per hour, in addition to all other pay, for all assigned hours as a preceptor.

#### **ARTICLE 59 - OCCUPATIONAL HEALTH AND SAFETY**

- 59.01 The Employer and the Union endorse the principle of worker occupational health and safety and shall continue to enhance safety measures.

The Employer shall make reasonable provisions for the safety and health of Employee(s) during their hours of employment. The Employer and the Union shall co-operate to the fullest extent possible toward the prevention of accidents and in reasonable promotion of safety and health.

- 59.02 An Occupational Health and Safety Committee as provided for under Part III of *The Saskatchewan Employment Act*, or as such Act may be amended from time to time, shall be implemented.

- (a) On agreement of the parties, in addition to a site based Occupational Health and Safety Committee a Provincial wide Occupational Health and Safety Committee shall be implemented. Employees(s) required to attend Provincial wide committee meeting(s) shall be

released from duty without loss of pay for travel and meeting time and reimbursed for kilometres travelled from her Facility as per Article 13.01(a).

- (b) If the Employee is not on duty she shall be reimbursed at regular pay for travel and meeting time, or may bank as time in lieu, and will be paid for kilometres travelled as per Article 13.01 (a). Such time shall not contribute to overtime.

59.03 An Employee or a group of Employees who have a health or safety concern shall endeavor to resolve that concern by first referring the concern to the immediate supervisor or officer responsible for safety.

59.04 (a) Any time lost as a result of immunization shall not result in loss of pay or reduction of the Employee's sick leave credits. The Employer agrees to provide immunizations as required for Health Care workers in accordance with the Canadian Immunization Guide and the Centre for Disease Control.

(b) Any time lost as a result of:

- immunization required by the Employer or;
- quarantine or;
- being prohibited from working by the Employer as a result of exposure to an infectious disease as a result of her employment,

shall not result in loss of pay or reduction of the Employee's sick leave credits. Such protection against loss of pay shall be integrated with any federal, provincial or municipal program protecting against lost income resulting from lost time for the reasons identified above.

(c) Influenza Vaccination

The parties agree that influenza vaccinations may be beneficial for residents and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Health Officer or in compliance with applicable provincial legislation, the following rules shall apply:

- (1) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (2) If the full cost of such immunization is not covered by some other source, the Employer shall pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during the Employee's working hours. In addition, Employees will be provided with information, including risks and side effects, regarding the vaccine.
- (3) Employers recognize that Employees have the right to refuse any required immunization.
- (4) If an Employee refuses to take the vaccine required under this provision, in the event of an outbreak in the facility, the Employee shall be placed on unpaid leave of absence. The Employee has the option of taking antiviral drugs and returning to work when cleared or not taking the antiviral drugs and being reassigned by the Employer where practicable. If an Employee is placed on unpaid leave, she may use vacation credits or banked time in lieu of overtime as per Article 8.03 and 15.01 in order to maintain her income.



- (5) If an Employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she will be reassigned during the outbreak period, unless reassignment is not possible, in which case the Employee will be paid in accordance with Article 18. It is agreed that any such reassignment will not adversely impact the scheduled hours of other Employees. Any time lost shall not result in loss of the employee's sick leave credits.
- (6) If an Employee gets sick as a result of the vaccination and she applies for Workers' Compensation Benefits, the Employer will not oppose the claim.
- (7) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to Employees free of charge.

This clause shall be interpreted in a manner consistent with the Saskatchewan Human Rights Code.

59.05 The Employer acknowledges that Employees may be at risk of violence and injury by clients while carrying out their duties. In order to alleviate workplace violence the Employer shall provide training appropriate to the work area that would enable Employees to recognize and respond to potentially violent or abusive incidents. Payment for participating in such training shall be in accordance with Article 41.02 a).

An Employee who has reasonable grounds to believe she may be physically endangered when attending a client shall not be required to attend that client. When an incident demonstrates that client's behaviour may constitute a risk to the safety of another client or staff member, a meeting shall be convened within twenty-four (24) hours, or as soon as possible thereafter, to consider and implement alternative options for care delivery to ensure the safety of the Employee(s) and other client(s).

59.06 The Employer agrees to implement policies and procedures that comply with "Universal Precautions".

59.07 In addition to Part III of *The Saskatchewan Employment Act*, the Employer shall ensure mechanisms are in place for the safety of Employees working alone or at isolated places or whose employment requires travel away from the Health Care facilities or other headquarters.

(a) The Employer shall provide an effective communication system, including but not limited to one or more of the following:

- direct communication (e.g. Cell phones, fleet net, radios)
- calling cards
- reimbursement for business related calls on personal phones

(b) The Employer shall issue emergency supplies to Employees required to travel in winter conditions.

59.08 Protective clothing (and laundering of same) and equipment required by the Occupational Health and Safety Regulations shall be provided at no cost to the Employee.

59.09 Insofar as possible, the Employer shall provide for the secure storage of clothing and personal effects for Employees who change clothing at work.

59.10 The Employer will ensure the adoption of safe rules and practices regarding products containing any new chemical or biological substance, prior to the introduction into the workplace and in accordance with Occupational Health and Safety Regulations.

59.11 The Employer shall provide parking near the facility for Employees when called back to work during standby duty.

59.12 Critical Incident Stress Management

The Union and the Employer endorse the concept of Critical Incident Stress Management and encourage the Employers to develop such policies and procedures.

## **ARTICLE 60 - EMPLOYEE WELLNESS**

60.01 The Union and Employer endorse the concept of Employee wellness programs and encourage Employees to participate in programs to enhance their well-being and facilitate a healthy lifestyle.

The Employer shall provide access to designated in-house exercise facilities. Where in-house facilities are unable to be accessed, the Employer will identify fitness programs in the community and pursue corporate rates for Employees.

The Employer will endeavour to provide a wide range of health and lifestyle educational opportunities such as weight control, nutrition and smoking cessation for Employees who choose to attend.

## **ARTICLE 61 - TERMS OF AGREEMENT**

61.01 This Collective Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after April 1, **2018** up to and including March 31, **2024**, and from year to year thereafter, unless notification to amend be given in writing.

All monetary increases shall take effect on 0001 hours on the applicable day.

61.02 Either party may not less than **sixty (60)** days nor more than **one hundred and twenty (120)** days before the expiry date hereof, give notice in writing to the other party to re-negotiate this agreement or revisions thereof.

61.03 Notwithstanding the above, this agreement shall be deemed to remain in effect beyond the expiry date stated in the foregoing during such period of negotiations as may be required to conclude a new agreement.

## **ARTICLE 62 - SALARY AND INCREMENTS**

62.01 The salary scale for Employee(s) shall be set out hereinafter in Schedule "A".

62.02 Salaries shall be paid by the calendar month, semi-monthly, or bi-weekly as has been the custom of the Facility and may be changed by mutual agreement between the Employer and the Union.

62.03 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.

62.04 Except in emergency situations, Employee(s) who are paid by cheque will be able to receive their cheque anytime during the normal operating hours of the business office on the pay day.

- 62.05 An Employee's anniversary of their employment date shall be their increment date for the purpose of wage progression and the Employee shall be eligible for increments as specified in Schedule "A".
- 62.06 Employee(s) on OTFT status shall be eligible for increments as follows:
- (a) Employee(s) placed at Step 1 in accordance with Article 34.01 (b) shall remain at such rate for one thousand nine hundred and forty-eight point eight (1948.8) regular hours or twelve (12) months whichever is the later and then shall be eligible to move to Step 2 of the salary scale; and thereafter, shall be eligible for increments in accordance with Article 63.06 (b).
  - (b)
    - (1) Employee(s) on Step 2 or higher of the salary scale on completion of nine hundred and seventy-four point four (974.4) regular hours or one (1) year whichever occurs later, shall receive one-half (1/2) of the increment to the next Step. On completion of a further nine hundred and seventy-four point four (974.4) regular hours (i.e., a total of one thousand nine hundred and forty-eight point eight (1948.8) hours) the Employee shall receive the full Step rate.
    - (2) Thereafter, advancement through further Steps of the scale shall be in accordance with the procedure outlined in (1) above.

## SCHEDULE A - RATES OF PAY

April 1, 2018 (0% increase from April 1, 2017)										
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6
A	35.99	37.70	38.57	39.43	40.37	41.30	42.70	44.10	45.41	46.72
B	39.23	41.07	42.04	43.01	44.02	45.02	46.54	48.06	48.49	48.92
C	42.76	44.77	45.81	46.84	47.95	49.05	50.72	52.38		
NP	49.07	51.07	52.11	53.15	54.26	55.37	57.03	58.69		
Grad.	31.07									

April 1, 2019 (0% increase from April 1, 2018)										
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6
A	35.99	37.70	38.57	39.43	40.37	41.30	42.70	44.10	45.41	46.72
B	39.23	41.07	42.04	43.01	44.02	45.02	46.54	48.06	48.49	48.92
C	42.76	44.77	45.81	46.84	47.95	49.05	50.72	52.38		
NP	49.07	51.07	52.11	53.15	54.26	55.37	57.03	58.69		
Grad.	31.07									

April 1, 2020 (1% increase from April 1, 2019)										
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6
A	36.35	38.08	38.96	39.82	40.77	41.71	43.13	44.54	45.86	47.19
B	39.62	41.48	42.46	43.44	44.46	45.47	47.01	48.54	48.97	49.41
C	43.19	45.22	46.27	47.31	48.43	49.54	51.23	52.90		
NP	49.56	51.58	52.63	53.68	54.80	55.92	57.60	59.28		
Grad.	31.38									

April 1, 2021 (2% increase from April 1, 2020)										
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6
A	37.08	38.84	39.74	40.62	41.59	42.54	43.99	45.43	46.78	48.13
B	40.41	42.31	43.31	44.31	45.35	46.38	47.95	49.51	49.95	50.40
C	44.05	46.12	47.20	48.26	49.40	50.53	52.25	53.96		
NP	50.55	52.61	53.68	54.75	55.90	57.04	58.75	60.47		
Grad.	32.01									

April 1, 2022 (2% increase from April 1, 2021)										
Nurse	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6
A	37.82	39.62	40.53	41.43	42.42	43.39	44.87	46.34	47.72	49.09
B	41.22	43.16	44.18	45.20	46.26	47.31	48.91	50.50	50.95	51.41
C	44.93	47.04	48.14	49.23	50.39	51.54	53.30	55.04		
NP	51.56	53.66	54.75	55.85	57.02	58.18	59.93	61.68		
Grad.	32.65									

<b>April 1, 2023 (2% increase from April 1, 2022)</b>										
<b>Nurse</b>	<b>Step 1</b>	<b>Step 2</b>		<b>Step 3</b>		<b>Step 4</b>		<b>Step 5</b>		<b>Step 6</b>
A	38.58	40.41	41.34	42.26	43.27	44.26	45.77	47.27	48.67	50.07
B	42.04	44.02	45.06	46.10	47.19	48.26	49.89	51.51	51.97	52.44
C	45.83	47.98	49.10	50.21	51.40	52.57	54.37	56.14		
NP	52.59	54.73	55.85	56.97	58.16	59.34	61.13	62.91		
Grad.	33.30									

Note: Graduate Nurses are unregistered.

## **LONG SERVICE RECOGNITION**

Commencing April 1, 2008, 2% will be added to the basic rate of pay for each Employee who has completed 20 years of employment in the bargaining unit for so long as she remains employed in the bargaining unit.

## **RETROACTIVITY**

**All employees on staff as of the date of ratification of the Collective Agreement shall be eligible for retroactive wage adjustments effective April 1, 2018, based on all paid hours with any Employer party to this Collective Agreement.**

**Employees who have retired from any Employer party to this Collective Agreement after April 1, 2018, shall be eligible for retroactivity.**

**Any Employee who has been laid off subsequent to April 1, 2018, and is unable to maintain employment and is not on staff as of the date of signing of the Memorandum of Agreement shall be eligible for retroactivity.**

**The Estates of Employees who have passed away on or after April 1, 2018 are eligible for retroactivity. The Estate of the Employee must contact the Employer and apply for such retroactivity.**

## **NEW PROVISIONS**

Unless otherwise stated, the terms and conditions of the Collective Agreement are effective the date of signing the Collective Agreement.

**SUN-EXTENDICARE  
PRO FORMA LETTER**

Re: "Shift Option(s)"

The Employer and the Local of the Union have agreed, pursuant to Articles 7.19 and Article 7.20 of the Collective Agreement, to implement the shift option(s) indicated below on the Unit(s) identified below;

Unit	Option
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**SIGNED ON BEHALF OF THE  
EMPLOYER**

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**SIGNED ON BEHALF OF THE SUN  
LOCAL**

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Date: 

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**LETTER OF UNDERSTANDING #1**  
**BETWEEN**  
**SASKATCHEWAN UNION OF NURSES**  
**AND**  
**EXTENDICARE CANADA INC.**

**Re: Educational Fund**

The Company agrees to establish an Educational Fund for the purpose of nurses attending educational or professional workshops, institutes or meetings.

The workshops so attended must pertain to the needs of the Special Care Home and be jointly agree upon by the Union/Management Committee. If it is not possible for the Union/Management committee to come to an agreement the Administrator shall determine the appropriate course of action. The committee will discuss and agree to the utilization of this fund for expenses (i.e. registration fees, meals and accommodation, replacement of labour costs) incurred by the Union. Upon requests by the Union, the Employer shall make available a statement showing the expenditures incurred and the balance.

Persons designated to attend programs shall be responsible for making the necessary arrangements, within the specified guidelines and shall give a written and/or verbal report to administration and other members of staff.

It is agreed that the Education Fund will operate on January 1 to December 31 fiscal year. Effective the date of exchange of written notice of ratification, the funds so allocated shall be:

- |     |                   |            |
|-----|-------------------|------------|
| (a) | Sunset/Regina     | \$1,800.00 |
| (b) | Elmview/Regina    | \$815.00   |
| (c) | Moose Jaw         | \$1,600.00 |
| (d) | Saskatoon/Preston | \$1,100.00 |
| (e) | Parkside/Regina   | \$2,600.00 |

Both parties agree that a planning meeting should be held in each Facility to discuss suggestions and requests concerning programs at the beginning of each fiscal year.

The workshops, institutes or meetings that should be considered are:

- (a) Rehabilitation Course - Wascana Hospital
- (b) Conference or workshops sponsored by SAHO
- (c) Workshops sponsored by Continuing Nursing Education - University of Saskatchewan
- (d) Any chronic or geriatric care workshop or conference

**LETTER OF UNDERSTANDING #2**  
**BETWEEN**  
**SASKATCHEWAN UNION OF NURSES**  
**AND**  
**EXTENDICARE CANADA INC.**

**Re: Regarding Return for Service Agreements**

The Parties agree that the Employer may enter into a Return for Service Agreement with an individual Employee for the purposes related to bursaries offered by the Employer to enhance nursing skills for specialized areas (e.g. Critical Care courses, OR courses) and/or recruitment purposes (e.g. moving expense allowance). Such agreements shall not be construed as a violation of Article 6.09 of the SUN/Extendicare Canada Inc. Collective Agreement.

It is expected that the terms of the agreement shall be fulfilled by the individual Employee and the Employer. Notwithstanding, should the Employee not fulfil the terms of the Return for Service Agreement, recovery of any monies owing to the Employer shall be considered an allowable deduction in accordance with Article 63.03 of the SUN/Extendicare Collective Agreement.

If, for any reason, the monies cannot be recovered through a payroll deduction, the Employer shall pursue other means of recovery. All bursaries for enhancement of nursing skills involving a Return for Service Agreement shall be awarded to individual Employees:

- (a) In accordance with Article 27.04 of the SUN/Extendicare Canada Inc. Collective Agreement; or
- (b) By seniority to those applicants, from within the bargaining unit, to an Employer advertised course sponsorship, who meet the eligibility requirements of the course.

The Employer shall provide the Local with copies of Return for Service Agreements signed by Employees. An Employee entering into a Return for Service Agreement shall be required to sign a Promissory Note.

The terms of the Return for Service Agreement shall include but not be limited to:

- (1) The monetary value of the Return for Service Agreement;
- (2) The calendar time and hours worked required to fulfil the Agreement (e.g. 1948.8 hours in a two (2)-year period);
- (3) In the case of a bursary for enhancement of nursing skills, the expected date of completion of the program;
- (4) The functional area or department where the hours must be worked in order to count towards fulfilment of the Agreement;
- (5) In the case of a bursary for enhancement of nursing skills, should such become necessary, the amount of monetary repayment, shall be assessed and hours worked toward fulfilment of the Employee's obligation shall be taken into account. Any such amounts shall be pro-rated based on the total hours of work required for the original term of fulfilment of the Agreement.



- (6) In the following cases, repayment shall be completed within six (6) months of:
- The date the Employee fails to enrol in the identified nursing skills enhancement program;
  - The date the Employee does not successfully complete the nursing skills enhancement program or withdraws from the program.
  - The date the Employee, after successful completion of the program, ceases to make themselves available for hours or work in the area and/or department identified in the Agreement;
  - In the case of a reimbursement for moving expenses, the date the Employee terminates employment for any reason.
- (7) In the event that an Employer is no longer able to provide an Employee with the opportunity to fulfil the terms of the Agreement, the Employee shall not be obligated for any repayment and the Agreement shall become void.
- (8) In the event of an approved leave of absence, the Employer, the Employee, and the Local shall meet to revise the calendar time and hours worked required to fulfil the Agreement.
- (9) In the event of the death of an Employee prior to completion of any of the requirements of a Return for Service Agreement, the Employee's estate shall not be obligated to the Employer for any repayment and the Agreement shall become null and void.
- (10) Any return for service agreement, or the like, entered into with an Employee prior to her becoming a member of the bargaining unit(s) shall remain in full force and effect as originally agreed to by the Employee and the Employer.

**LETTER OF UNDERSTANDING #3**  
**BETWEEN**  
**SASKATCHEWAN UNION OF NURSES**  
**AND**  
**EXTENDICARE CANADA INC.**

**Re: Mentorship Program for Newly Hired Employees**

For the duration of the Collective Agreement expiring March 31, **2024**, the Union and the Employer agree to the following provisions for a mentorship program for newly hired Employees.

- (1) Definition of mentoring: Mentoring involves a voluntary, mutually beneficial and long-term professional relationship between new hires or new graduates and current employees.
- (2) The Employer and Employees will, at the Local level, establish a Mentorship Program for newly hired Registered Nurses/Registered Psychiatric Nurses.
- (3) The Employer will establish a roster of mentors from Employees who have indicated an interest in mentoring newly hired Employees.
- (4) Newly hired Registered Employees may request a mentor from the roster. The mentor and the newly hired Employee do not have to work in the same facility/work area to be partnered under the mentorship program.
- (5) Educational sessions for both mentor and newly hired Employee may be held at the beginning of the Mentorship Program. On a one-time basis for each mentor and newly hired Employee, the Employer shall provide a minimum of sixteen (16) hours of paid leave to attend these educational sessions. Participation in such educational sessions shall be considered time worked and be paid at the Employee's regular rate.
- (6) At the time of hire of a New Graduate or an internationally educated nurse or a new employee, such employees will be informed of the Mentorship Program outlined in this Letter of Understanding.

**LETTER OF UNDERSTANDING #4**  
**BETWEEN**  
**SASKATCHEWAN UNION OF NURSES**  
**AND**  
**EXTENDICARE CANADA INC.**

**Re: Positive Practice Strategies**

During the lifetime of the Collective Agreement expiring March 31, **2024**, the parties will meet to discuss the concept of “positive practice strategies”. Such discussions may include, but not be limited to, matters such as nurse-patient ratios and staffing levels for resident care.

It is expressly understood and agreed by the parties that nothing in this Letter of Understanding commits either party beyond participating in the aforementioned discussion.

**LETTER OF UNDERSTANDING #5**  
**BETWEEN**  
**SASKATCHEWAN UNION OF NURSES**  
**AND**  
**EXTENDICARE CANADA INC.**

**Re: Joint Position Evaluation (for New or Changed Positions)**

- (1) Within one hundred and eighty (180) days of the date of exchange of written notice of ratification, the Employer and the Union agree to establish a mutually agreed to process and tool for Position Evaluation for new or changed positions. This period of time may be extended by mutual agreement of the Parties.
- (2) This Position Evaluation Process shall be designed and operated in an efficient, cost- effective manner for the purposes of new or changed positions. The Process shall include a provision stating the Parties agree to use the agreed upon Process in a consistent, fair and equitable manner.
- (3) The Position Evaluation Tool, if changed, so as to ensure clarity, shall be based upon the existing job evaluation information gathering tool(s) used for the purposes of evaluating and classifying new or changed positions. The Parties shall determine and utilize the agreed upon Tool in a consistent, fair and equitable manner and consistent with the principles of equal pay for work of equal value.
- (4) When the Parties agree upon a final Position Evaluation Tool, if the Tool changes, all previous job evaluation information gathering tools will be discarded.
- (5) Any amendments or changes to the Position Evaluation Tool must be by consensus of the Parties and such amendments or changes shall be consistent with the Government of Saskatchewan Policy Framework for Pay Equity.
- (6) Each party to this Letter shall be responsible for their own expenses in the determination of this Position Evaluation Process and Tool.

**LETTER OF UNDERSTANDING #6**  
**BETWEEN**  
**SASKATCHEWAN UNION OF NURSES**  
**AND**  
**EXTENDICARE CANADA INC.**

**Re: Professional Nursing Standards**

For the duration of the Collective Agreement expiring March 31, **2024**, the Union and the Employer agree to the following procedure regarding the reporting of a staffing situation in consideration of professional nursing standards and safe, competent nursing care.

If and when, in the professional opinion of an Employee(s) at the point of care, there is insufficient staffing to provide safe, competent nursing care, the Employee(s) has/have an obligation to immediately report the situation to her supervisor in accordance with the Employer's direction for reporting (i.e., line of communication).

The Employee(s) and the supervisor shall immediately and jointly identify options to address the situation, attempt to reach a consensus and implement the agreed upon course of action without undue delay. The supervisor may (i.e., at her discretion) or shall (i.e., when required by direction of the Employer) involve the Employer-designated out-of-scope manager.

In the event consensus cannot be reached on the preferred course of action or if there is no immediate resolution reached at the facility, within twenty-four (24) hours of her first reporting the situation, the Employee(s) may submit a written statement to the out-of-scope manager of the facility identifying which professional standard(s) has/have not been met in her professional opinion. Within two (2) business days (forty-eight (48) hours) of receiving that written statement, that out-of-scope manager will provide a written response to the Employee(s) clarifying the direction given to the situation.

In the event the out-of-scope manager of the facility is unavailable, the Employer- designated out-of-scope manager will provide interim direction to the Employee(s) to be effective until the out-of-scope manager of the facility can provide written direction.

**LETTER OF UNDERSTANDING #7**  
**BETWEEN**  
**SASKATCHEWAN UNION OF NURSES**  
**AND**  
**EXTENDICARE CANADA INC.**

**Re: Collaboration in the Event of Pending Organizational Change**

For the term of the Collective Agreement, the parties agree to the following approach for collaboration by the parties on pending organizational change which will affect the number of Registered Nurse, Registered Psychiatric Nurse, and Registered Nurse (Nurse Practitioner) positions in the Extendicare bargaining unit (hereinafter referred to as “positions”).

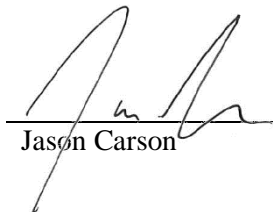
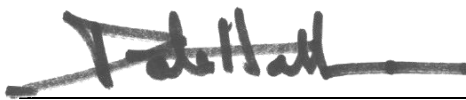
The parties agree that where there is a pending organizational change that will affect the number of positions that would invoke any of Articles 28, 29, 30, 31 or 32 of the Collective Agreement between the Union and the Employer, the Employer will collaborate with the Union through a dialogue about the pending organizational change in advance of the Employer confirming the organizational change. This collaborative effort will occur in advance of the Employer’s obligations for notification of the Union as set out at those same articles.

Nothing in this Letter amends or causes an amendment to or otherwise interferes with or diminishes the Employer’s management rights under the Collective Agreement, including, but not limited to, effecting organizational change(s). This Letter is intended only to set out a means for the parties to dialogue on pending organizational change(s).

The parties by their signature indicate their acceptance and thereby cause the execution of this agreement this 14<sup>th</sup> day of March, 2022.

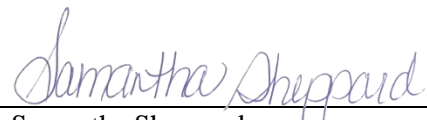
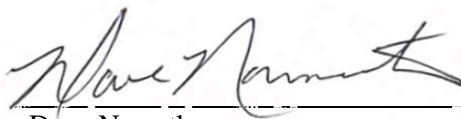

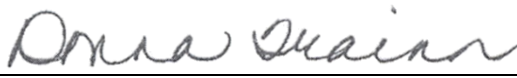
Signed on behalf of:

Extendicare Canada Inc.

  
Anita Ikert  
Jason Carson  
Kim Burns  
Dale Hallson

Signed on behalf of:

Saskatchewan Union of Nurses Negotiations Committee

  
Samantha Sheppard  
Cheryl Duffy  
Dave Nameth  
Tracy Zambory  
Donna Trainor

**APPENDIX “A”**  
**PROCEDURAL GUIDELINES FOR AN**  
**INDEPENDENT ASSESSMENT COMMITTEE (IAC) HEARING**

- (1) The IAC Chair will consult with SUN and the Employer prior to the hearing to get their suggestions as to the number of days required for the IAC Hearing.
- (2) The IAC Nominees will communicate with their respective parties to establish mutually agreed upon dates for the hearing. The Chair will inform both parties, as soon as the dates are confirmed. All further communication between one party and the IAC shall be copied to the corresponding party.
- (3) The parties will provide the names of individuals presenting their respective submission to the Chair at least two (2) weeks prior to the hearing. In the event that a representative is not able to attend, an alternate representative may be appointed by the party. The Employer and SUN may each have up to a maximum of eight (8) representatives.
- (4) The Employer and SUN may request permission to have observers attend the hearing. Observers do not actively participate and will respect patient/client/resident confidentiality.
- (5) The Employer and SUN will provide their submission and all relevant documentation to the committee members and to the other party a minimum of two (2) weeks before the hearing. SUN's submission to the Board, the Board's response to SUN and other relevant documentation, which has gone through the Joint NAC process, will be considered. No further written submissions will be permitted prior to the hearing unless by mutual agreement.
- (6) Intervener status may be requested of the IAC by any trade union representing Employees in the Facility not less than three (3) weeks prior to the hearing.
- (7) All requests for Intervener Status shall be forwarded to SUN and the Employer.
- (8) SUN and the Employer may submit a written submission to the chair of the IAC on the question of intervener status within forty eight (48) hours, exclusive of weekends and statutory holidays, of receipt of notice of the request for intervener status. The chair of the IAC shall render a decision regarding intervener status within five (5) days of receipt of the request.
- (9) Submissions of SUN and the Employer shall be forwarded to all interveners one (1) week prior to the hearing.
- (10) Intervenors will be allowed to provide written remarks (maximum five (5) pages) regarding the documentation they received to be submitted forty eight (48) hours, exclusive of weekends and statutory holidays, prior to the commencement of the IAC hearing.
- (11) Intervenors will be allowed ten (10) minutes to provide oral remarks regarding the oral presentations/responses of the parties following those presentations, with an additional five (5) minutes being provided for questions from the parties and/or IAC.
- (12) A Facility/Unit tour shall be a component of the IAC hearing process and take place in advance, as close to the date of the hearing as possible.
- (13) At the Hearing, SUN and the Employer will each present their submission and have the opportunity to ask questions of clarification, to respond to the other party's submission, and to make a closing statement.
- (14) The IAC reserves the right to ask questions of anyone participating in the hearing.
- (15) All parties will use ordinary language (not legal terms) at the hearing. Medical and nursing terms will be permitted.
- (16) All present at the hearing will protect patient/client/resident confidentiality.



- (17) IAC member documentation will be kept for a minimum of one (1) year from the hearing or longer if deemed necessary.
- (18) The IAC understands that its binding jurisdiction extends only to members of the SUN/Extendicare Collective Agreement. The Committee may hear information that relates to the context of the situation as well as to the issues.
- (19) The IAC may use the following process for the Hearing:
- Tour Facility/Unit
  - Welcome and Introductions, including purpose and role, Amendments and Approval of Agenda
  - Presentation by SUN
  - Response to SUN's presentation by the Employer (optional)
  - Questions to SUN from the Employer and the IAC
  - Presentation by the Employer
  - Response to the Employer's presentation by SUN (optional)
  - Questions to the Employer from SUN and the IAC
  - Interveners remarks
  - Questions to the Intervener from SUN, Employer and IAC if applicable
  - Closing remarks by SUN
  - Closing remarks by the Employer
  - Closing remarks by the IAC
  - Adjournment

## **Appendix B – Final Adjudication of Disability Plan Appeals**

On a without prejudice basis, the Union and the Employer agree to append to the Collective Agreement the Memorandum of Agreement signed 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 the Saskatchewan Association of Health Organizations on December 18, 2003 regarding Final Adjudication of Disability Plan Appeals.

Accordingly, 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 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 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 (6) employer representatives, plus one (1) 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 (6) months from implementation of the final independent adjudication process. After the initial six (6) 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 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.

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## Telephone Numbers

SUN Regina \_\_\_\_\_ 306-525-1666 or 1-800-667-7060

SUN Saskatoon \_\_\_\_\_ 306-665-2100 or 1-800-667-3294

SAHO Regina \_\_\_\_\_ 306-347-1740

3sHealth Services (Benefits) \_\_\_\_\_ 306-347-5519

Canadian Nurses' Protective Society (CNPS) \_\_\_\_\_ 1-800-267-3390

College of Registered Nurses of Saskatchewan  
(CRNS) \_\_\_\_\_ 1-800-667-9945

Registered Psychiatric Nurses Association of Saskatchewan  
(RPNAS) \_\_\_\_\_ 306-586-4617

### Highway Hotline

City of Regina and surrounding area \_\_\_\_\_ 306-787-7623

City of Saskatoon and surrounding area \_\_\_\_\_ 306-933-8333

All other areas of Saskatchewan Toll Free \_\_\_\_\_ 1-888-335-7623



