

# AGREEMENT

between

EATONIA OASIS LIVING

and

***CUPE***

THE CANADIAN UNION  
OF PUBLIC EMPLOYEES

LOCAL #4174

April 1, 2023 to March 31, 2026

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## **ARTICLE 1 - PURPOSE**

### **1.01 Purpose of this Agreement**

It is the purpose of this Agreement to provide a framework that:

- a) represents a respectful relationship between EATONIA OASIS LIVING, INC., CUPE and Employees in the bargaining unit of the Union and provides just working conditions;
- b) recognizes the mutual value of joint discussions and negotiations in all matters pertaining to working conditions; and
- c) promotes morale, well being and security of all Employees in the bargaining unit, in an atmosphere of mutual dignity and respect.

## **ARTICLE 2 - RECOGNITION**

### **2.01 Recognition**

- a) The Employer agrees to recognize the Canadian Union Public Employees, Local 4174 as the sole bargaining agent for all Employees covered by this Agreement and hereby consents and agrees to negotiate with the union, or its representatives hereof, in any and all matters affecting the relationship between the parties. The parties shall utilize the provisions of this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.
- b) The Union agrees to recognize EATONIA OASIS LIVING, INC, as the employer and sole bargaining agent.

### **2.02 No Other Agreements**

- a) No Employee(s) or Local of the Union shall be required or permitted to make a written or verbal agreement with the Employer or any of their designated representatives which may conflict with the terms of this Agreement.

- i) **Union Representatives at Employer Meetings**

- Union representatives shall have the right to attend any meetings the Employer and/or Employer representatives have with Employees pertaining to labour relations matters. Up to two (2) representatives shall suffer no loss of pay or benefits.

### **2.04 Management Rights**

**Subject to the provision of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:**

- a) **Direct the working force;**
- b) **Operate and manage its business in all respects;**
- c) **Hire, select, transfer;**
- d) **Lay off because of lack of work or funding;**
- e) **Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of employees.**
- f) **Promote, discipline, suspend and discharge any employee, provided, however, that any such action may be subject to the grievance procedure provided herein.**
- g) **In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.**
- h) **The Employer acknowledges the fair and equitable application of policies and procedures.**

### **ARTICLE 3 - SCOPE**

#### **3.01 Scope**

This agreement shall cover all Employees represented by the Union pursuant to an Order of the Labour Relations Board unless mutually agreed otherwise by the Union and the Employer.

Unless agreed otherwise by the Local of the Union and the Employer, all existing and newly created CUPE related positions shall be placed within the scope of the bargaining unit in accordance with the process outlined by the Labour Relations Board.

### **ARTICLE 4 - DEFINITIONS**

- 4.01 **Permanent Employee:** shall mean any Employee in the bargaining unit who has successfully completed a probationary period in accordance with Article 19 - Probation and Trial.
- 4.02 **Full-Time Employee:** shall mean an Employee in the bargaining unit who is scheduled to work the normal hours of work as defined in Article 24 - Hours of Work as per their Letter of Appointment.
- 4.03 **Part-Time Employee:** shall mean an Employee in the bargaining unit who works less than the normal hours as defined in Article 24 - Hours of Work as per their Letter of Appointment.
- 4.04 **A part-time Employee may apply for a casual posting through the application process for the purpose of working hours additional to those stipulated in the Letter of Appointment to a maximum of the normal hours of work of a full-time Employee.**
- 4.05 **Casual Employee:** shall mean an Employee in the bargaining unit who works on a call-in basis or works assigned casual shifts as per Article 24 - Hours of Work.
- 4.06 **Temporary Position:** shall mean a position in the bargaining unit on a temporary basis

which shall exist for a stated period of time and which shall cease to exist at the end of such time unless extension is agreed upon in writing between the Employer and the Local of the Union.

- 4.07 CUPE and Union: shall mean the Canadian Union of Public Employees.
- 4.08 Local of the Union: shall mean a Local of the Union chartered by the Canadian Union of Public Employees for the bargaining unit.
- 4.09 The Employer shall mean the Eatonia Oasis Living, Inc. and its designated representatives.
- 4.10 The Parties: shall mean EATONIA OASIS LIVING, INC. and CUPE.
- 4.11 Transfer: shall mean the movement of an Employee from one position to another with the same pay band.
- 4.12 Promotion: shall mean the movement of an Employee to a higher pay band.
- 4.13 Demotion: shall mean the movement of an Employee to a lower pay band.
- 4.14 **Management: shall include all out-of-scope Administrators employed by Eatonia Oasis Living, Inc.**

## **ARTICLE 5 - WORK OF THE BARGAINING UNIT**

### 5.01 Use of Volunteers

- a) The use of volunteers will not be precluded providing they are over and above regular staffing complements and their utilization does not result in the direct layoff of any Employee covered by this Agreement, nor will volunteers be used to fill established or newly created positions within the bargaining unit.
- b) Volunteers shall not receive any wages or remuneration for the activities they perform. The Employer may offer gratuities and/or gifts of a nominal value.

### 5.02 Restrictions on Subcontracting and Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-bargaining unit Employee, unless it can be established by the Employer that contracting out of such services will significantly increase the cost of effectiveness and maintain the quality of services provided.

Before any work is contracted out, the Employer will discuss its intentions with the Local of the Union. In such discussions, the Employer will fully disclose its reasons for the tentative decision to contract or subcontract such work and give the Local of the

Union an opportunity to suggest ways which the work may otherwise be performed. In the event the Employer's action is disputed, prior to any work being contracted out, the dispute will be forwarded to Expedited Arbitration for settlement.

In the case of existing contracts, provided the Local of the Union can establish the bargaining unit can maintain the cost effectiveness and quality of services provided, the Employer agrees not to renew the contract or shall terminate with in the condition of such contract.

5.03 Work of The Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit, except in cases of emergency or as mutually agreed by the parties.

5.04 Work Experience and/or Training Program

Upon mutual agreement between the parties, programs inclusive but not limited to Work Experience and Job Shadowing may be introduced in the workplace.

Program participants shall be supernumerary to the regular staff in the department they are placed in.

**ARTICLE 6 - UNION SECURITY/DUES CHECKOFF**

6.01 Union Membership

Every Employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment apply for and maintain membership in the Union as a condition of employment provided that any Employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

6.02 Dues Checkoff

The Employer shall deduct initiation fees, assessments and periodic dues from the earnings of each Employee in accordance with the procedure designated by the Union.

Such deductions shall be assessed from the date of employment and remitted to the person designated by the Local of the Union on or before the tenth (10<sup>th</sup>) of the month following the month in which deductions were made.

Information to be sent to the Local of the Union Secretary-Treasurer shall include:

- List of Employee names
- Quarterly address list

- Total earnings for all Employees
- Regular earnings for all Employees
- Actual hours worked
- Number of full-time Employees
- Number of part-time Employees
- Number of casual Employees
- By Employer, the amount of dues deducted from each Employee
- The amount of dues deducted for all Employees
- Phone Numbers

The Local of the Union shall notify the Employer in writing with a copy to EATONIA OASIS LIVING, INC., of the amount of dues to be deducted from die Employee's regular earnings not less than twenty-eight (28) calendar days before the effective date of any change to the dues check off.

#### 6.03 Statement of Staff Changes

On June 1<sup>st</sup> and December 1<sup>st</sup> the Employer shall provide a statement listing appointments, promotions, demotions, and separations with the date of termination, hiring's, and appointments, sent to the Secretary Treasurer of the Local of the Union.

#### 6.04 Dues Authorization

The Local of the Union shall furnish the Employer with dues authorization cards. The Employer agrees to have all new Employees sign the dues authorization cards within thirty (30) days of commencement of employment.

#### 6.05 Dues Receipts

The Employer agrees to record all Union dues paid in the previous year on the Employee's income tax (T4) slips.

### ARTICLE 7 – DISCRIMINATION

#### 7.01 Responsibility

- a) The Employer and Employees are subject to The Saskatchewan Human Rights Code. The Employer and the Local of the Union agree and recognize their responsibility to create a discrimination free workplace. The Employer agrees that there shall be no discrimination exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, reemployment, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender identity/expression, sex, marital status, family status, place of residence, disability (subject to bonafide occupational requirements), nor by reason of his/her membership or activity in the Union.

The Employer with the cooperation of the Union will ensure the discrimination ceases. Complaints or grievances with respect to discrimination or harassment shall be handled so as to protect the confidentiality of those involved.

- b) The Employer and the Union recognize the right of employees to work in an environment free of harassment in accordance with Part III of the Saskatchewan Employment Act and free from discrimination in accordance with The Human Rights Code and Regulations.
- c) The parties recognize the Duty to Accommodate in accordance with the Human Rights Code and Regulations and agree to accommodate workers in accordance with the Code.
- d) If discrimination or harassment has taken place, appropriate action, as determined by management, in consultation with the Union, shall be taken against the harasser.

The Employer, with the co-operation of the Union, will ensure that the discrimination or harassment ceases. Complaints or grievances with respect to discrimination or harassment shall be handled so as to protect the confidentiality of those involved.

The Union shall be notified of details regarding all practicum placements prior to their implementation.

## **ARTICLE 8 - HARASSMENT**

- 8.01 a) Harassment:
- i) The Employer and the Union recognize the right of Employee(s) to work in an environment free of harassment. While it is the Employer's responsibility to provide a workplace free of harassment, both the Union and the Employer will work jointly to achieve that goal. The employer may discipline an Employee who engages in harassment of another employee.
  - ii) Harassment refers to behaviors that are not welcomed, not reciprocated and the harasser knew or should have known, were objectionable.
  - iii) Harassment means any objectionable conduct, comments or display by a person that is directed at a worker; and 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; 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 is repeated intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; or constitutes a threat to the health or safety of the worker.

b) Examples of Harassment

Examples of harassment are:

- verbal abuse or threats;
- unwelcome remarks, jokes, innuendos or taunting about a person's body,
- attire, age, marital status, ethnic or national origin, religion, sexuality, etc.;
- displaying of pornographic, racist or other offensive or derogatory pictures, cartoons or printed matter;
- practical jokes which cause awkwardness or embarrassment;
- unwelcome invitations or requests, whether indirect, explicit or intimidating;
- leering or other gestures;
- unnecessary physical contact such as touching, patting, pinching or punching;
- physical assault; and,
- bullying.

8.02 Principle of Fair Treatment

The principle of fair treatment is a fundamental one, and both the Employer and the Local of the Union do not and will not condone any improper behavior on the part of any person which would jeopardize an Employee's dignity and well-being and/or undermine work relationships and productivity.

8.03 Co-operation

Employees and Local of the Union representatives will be expected to co-operate with Management in identifying situations, reporting promptly and disclosing all information in order to facilitate the investigation.

8.04 Policy

The Employer shall ensure a policy is developed jointly with the Local of the Union to address the issue of workplace harassment. The policy shall ensure that:

- individuals are aware of the seriousness with which the parties view harassment;
- incidents are jointly investigated in a prompt, objective, sensitive, and confidential manner not precluding the use of a third (3rd) party;
- the Employer will provide the Local of the Union with written documentation related to any formal harassment investigation including the complaint, conclusions and recommendations;
- the necessary corrective action is taken; and,
- Employees/Managers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs and where applicable, how to carry out an investigation, such training shall be considered time worked and the Employee shall suffer no loss of pay or benefits.

8.05 Attempt to Resolve

- a) If an Employee believes that they have been harassed, an Employee should tell the alleged harasser to stop.

- b) 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, or the Local of the Union, should file a formal harassment complaint documenting the event(s) complete with time, date, location, names of witnesses and details for each event.
- c) Upon receipt of any verbal or written formal harassment complaint the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Employer must maintain written notes of their actions.

Failure to resolve shall result in the initiation of a formal investigation as per Article 12.07 - Investigation.

#### 8.06 Shared Responsibility

The Employer and the Local of the Union acknowledge a shared responsibility to:

- Prevent Harassment
- Promote a safe, abuse-free working environment.
- Uphold the philosophy of zero tolerance of harassment.

### **ARTICLE 9 - RESPONSIBILITIES**

#### 9.01 New Employees

- a) The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Article 6 -Union Security/Dues Checkoff of this Agreement.
- b) On commencement of employment, the Employee shall be introduced to the Union Steward or Representative. A representative of the Union shall be given an opportunity to orientate new Employees within regular hours and without loss of pay for a maximum of one hour, during the first month of employment. The purpose of this orientation for new Employees is to discuss the benefits and duties of the Union membership and their responsibilities and obligations to the Employer and the Union, The Representative will provide the Employee with a copy of the Collective Agreement.

#### 9.02 Policy

The Employer shall make available all policy statements affecting Employees who are members of the bargaining unit. Upon request, the Employer will forward a copy to the Secretary of the Local of the Union.

#### 9.03 Organizational Charts

- a) The Employer agrees to provide a copy of an up-to-date organizational chart, with the names, to the Local of the Union including members of joint

committees;

- b) The Local of the Union shall supply the Employer with an up-to-date list of Union representatives and members of joint committees.

## **ARTICLE 10 - EMPLOYEE RECORDS**

### **10.01 Personnel File**

Upon prior arrangements with administration, an Employee shall have access to and review his/her personnel file with the exception of pre-employment references contained therein.

An Employee shall have the right to obtain copies of any material, excluding preemployment references, in his/her personnel file.

### **10.02 Employee Performance Review**

When a review of an Employee's work performance is made, the Employee concerned shall be given the opportunity to read such review, The Employee shall have the right to respond in writing to such review within fourteen (14) days and such response shall become part of the file. The Employee shall be required to sign an acknowledgement that they have been given an opportunity to read the performance review and shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the review.

## **ARTICLE 11 - DISCIPLINE/DISCHARGE**

### **11.01 Documents on Employee's File**

A copy of any document or other information, including but not limited to letters of direction, instruction or correction, placed on an Employee's file which might at any time be used as the basis for disciplinary action shall be supplied concurrently to the Employee and to the Local of the Union. Responses to any document shall, upon the request of the Employee, be added to the Employee's file. Said document shall be removed. after two (2) years.

Prior to being placed in the Employee's file, all documents must be signed and dated by the Employee. Such signature shall not constitute agreement to said document.

### **11.02 Documentation of Disciplinary Action**

- a) When an Employee is dismissed, reprimanded or suspended, the Employer shall advise the Employee in writing of the reasons for the action taken and a copy shall be submitted to the Local of the Union at that time.
- b) If the Employee concerned wishes to respond they may do so in writing and such response will become part of the documentation. At the Employee's request a copy of his/her response shall be forwarded to the Local of the Union.

- c) Nothing from the Employee's file may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing.
- d) Documentation of disciplinary action shall be removed from the Employee's file provided there has been no further discipline of a similar nature rendered within two (2) years of the initial discipline.

Documentation of disciplinary action concerning client abuse shall be subject to a three (3) year time limit.

#### 11.03 Progressive Discipline

Except in cases of gross misconduct, the Employer agrees that progressive discipline will be used in dealing with Employees whose job performance and/or conduct is not satisfactory.

- a) Verbal Warning(s),
- b) Written Reprimand(s),
- c) Suspension(s),
- d) Termination.

The Union shall, upon request, be advised in writing by the Employer the reasons for such dismissal.

#### 11.04 Presence of a Union Representative

In cases where the Employer considers an Employee's conduct to warrant disciplinary action (dismissal, suspension, verbal or written reprimand or investigation for possible discipline) no step shall be taken other than in the presence of a Union representative. The Employee shall have an opportunity to state his/her side of the case in advance of discipline being imposed.

It is also agreed that:

- a) in cases 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 Local of the Union;
- b) the Local of the Union and the Employee shall receive a minimum of four (4) hours notification of any meeting related to an Employee's conduct. The notice provided shall include information pertaining to the purpose of the meeting, including, but not limited to, whether the meeting involves the Employee's personnel record, job performance or sick incident usage. The Union representative shall be given a reasonable opportunity to meet with the Employee with no loss of pay or benefits, prior to the Employee's scheduled meeting with the Employer.

#### 11.05 Suspension Pending Investigation

Suspension pending investigation is not considered discipline. The Employer shall render its decision regarding discipline no later than ten (10) calendar days from the

date of the suspension, except as otherwise agreed between the Employer and the Local of the Union. For benefit purposes while suspended without pay, the Employee shall be treated as if on leave without pay. Where the suspension is without pay and the 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 shall be credited with earned benefits by the Employer.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **12.01 Purpose**

CUPE and EATONIA OASIS LIVING, INC. agree the best resolution of a dispute is one worked out between the parties without recourse to a third party in a manner that is just and equitable. It is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. The objective is to provide a process which will assist the parties in reaching a mutually acceptable settlement as expeditiously as possible.

However, any claim by an Employee to be a violation of Saskatchewan Legislation shall be processed under that legislation and both parties agree to abide by the ruling.

### **12.02 Definition of a Grievance**

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

### **12.03 Union and Employer Designates**

The Local of the Union shall submit, in writing, to the Employer, the names of the Union representatives designated to deal with grievances and any subsequent changes.

The Employer shall submit, in writing to the Local of the Union, the names of the individual(s) designated to deal with grievances and of any subsequent changes.

### **12.04 Permission to Leave Work**

#### **a) Meeting with Employee(s)**

Any Employee(s) who feel they have been aggrieved may request permission from their supervisor or designate to leave work temporarily, in order to discuss the complaint with a Local Union representative. Neither the Employee(s) nor the Local Union representative shall suffer loss of pay. Suitable arrangements for an appropriate time and location for such discussions must be made. Such discussions shall take place as soon as possible.

**b) Meeting with Employer**

The Employer agrees that one Local Union representative as identified in Article 12.03 - Union and Employer Designates may leave assigned duties temporarily in order to discuss matters covered by the grievance provisions with the Employer.

Where a dispute involves a question of general application or interpretation and affects Employees of more than one department. The Employer agrees that up to three (3) Local Union representatives as per Article 12.03 - Union and Employer Designates may leave assigned duties in order to discuss matters covered by the grievance provisions.

Such Local Union representatives shall not suffer any loss in pay for the time spent meeting with the Employer. Employer and Local Union designate must make suitable arrangements for an appropriate time and location for such discussions.

**12.05 Step 1 — Informal Discussion**

- a) It is understood that before a grievance is submitted at Step 2 the Local of the Union shall attempt to resolve the dispute through discussion with a supervisor designated by the Employer. This discussion shall take place within fourteen (14) calendar days of discovery of cause for complaint. If the matter is not settled to the Local of the Union's satisfaction, the Local of the Union may proceed to Step 2 of the grievance procedure.
- b) Notwithstanding 10.05 a), where a dispute involves a question of a general application or interpretation which affects more than one (1) employee, the Local of the Union or CUPE may bypass this Article and commence with Article 12.06 - Step 2 - Grievance to Employer Designate.

**12.06 Step 2 — Grievance to Employer Designate**

Failing resolution of the difference through the informal discussion, the Local of the Union may, within fourteen (14) calendar days of the informal discussion in Article 12.05 - Step 1 - Informal Discussion, submit a written and signed grievance to the Employer designate setting out the following:

- a) the nature of the grievance and the circumstances out of which it arose;
- b) the remedy or correction required to resolve the grievance.

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

**12.07 Investigation**

At any stage of the grievance procedure, the parties may have the assistance of Employees concerned as witnesses. All reasonable arrangements will be made to

permit the parties to access to the Employer's premises to view any working conditions relevant to settlement of the grievance. The Local of the Union and Employer agree that, on request, appropriate information relevant to settlement of the grievance will be made available.

#### 12.08 Extension of Time Limits

The time limits set out above may be extended by the agreement between the Employer and the Local of the Union.

##### a) Full Panel Arbitration

Failing Mutual Agreement to a) above, either the Local of the Union or the Employer may refer the grievance to Full Panel Arbitration and a Board of Arbitration shall be established in accordance with *The Saskatchewan Employment Act*. If it is not so referred, the grievance shall be deemed to be settled.

##### i) Certain Rules and Procedures Applying

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

##### ii) Procedure of an Arbitration Board

The Chairperson of the Arbitration Board shall fix the time and place of sittings after consultation with the nominees and notify the parties.

The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. The Arbitration Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure.

##### iii) Decision of an Arbitration Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. There shall be no lockout by the Employer and no stoppage of work by the Union because of the grievance being arbitrated.

The decision shall be final, binding and enforceable on both parties.

The Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. Subject to the foregoing, the Board shall have the power to dispose of the grievance by an arrangement which it deems just and equitable.

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson to reconvene the Board to clarify the decision, which it shall do within thirty (30) working days.

iv) Expenses of the Arbitration Board

i. The Board:

The Local of the Union and the Employer shall pay the fees and expenses of its nominee and one-half (1/2) of the fees and expenses of the Chairperson.

ii. Arbitration Witnesses:

In the event an Employee is called as a witness before an Arbitration Board, leave and expenses shall be applicable as follows:

- a. if called by the Employer, leave without loss of pay and expenses paid by the Employer;
- b. if called by the Local of the Union, leave without loss of pay and expenses paid by the Local of the Union;
- c. if called by the Board, leave without loss of pay and expenses shared equally by the Local of the Union and the Employer;
- d. if a witness is subpoenaed, the Party requesting the subpoena shall be deemed to have called the witness.

12.09 Dispute Resolution Options

Failing satisfactory settlement of the Grievance at the Second Step, the matter may be referred, within twenty-eight (28) calendar days to any of the following:

Prior to Arbitration, by mutual agreement between the Employer and the Local of the Union, the grievance may be referred to Mediation. The referring party shall request mediation in writing through the Department of Labour, Mediation Services.

The results of mediation are not binding and either party can advance the grievance to Arbitration should a resolve not be agreed to.

a) Expedited Arbitration

- i) By mutual agreement between the Employer and the Local of the Union, the grievance may be referred to expedited arbitration and the parties may agree to use one of the following persons who shall act as a single arbitrator in the expedited process:

- 1) **Beth Bilson**
- 2) **Scott Walsworth**
- 3) **Leslie Belloc-Pinder**

- ii) The Arbitrator shall convene a hearing within twenty-eight (28) calendar days of written notification, or at earliest availability.

- iii) The Arbitrator shall render a decision within two (2) working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision. The decision of the Arbitrator will be final and binding.
  - iv) The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the Arbitrator shall have the power to dispose of the grievance by an arrangement which they deems just and equitable.
  - v) Expedited arbitration awards shall have no precedential value.
  - vi) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
  - vii) No legal counsel will be used at the hearing.
  - viii) The cost of fees and expenses of the Arbitrator will be equally shared.
  - ix) The grievor(s), Union Representative(s) and Supervisor(s) who are party to the case shall be granted leave with pay to be present at the hearing.
- b) Full Panel Arbitration

Failing mutual agreement to a) or b) above, either the Local of the Union or the Employer may refer the grievance to Full Panel Arbitration and a Board of Arbitration shall be established in accordance with The Saskatchewan Employment Act. If it is not so referred, the grievance shall be deemed to be settled.

i) Certain Rules and Procedures Applying

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

ii) Procedure of an Arbitration Board

The Chairperson of the Arbitration Board shall fix the time and place of sittings after consultation with the nominees and notify the parties.

The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. The Arbitration Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure.

iii) Decision of an Arbitration Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the

decision of the Board. There shall be no lockout by the Employer(s) and no stoppage of work by the Union because of the grievance being arbitrated.

The decision shall be final, binding and enforceable on both parties.

The Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. Subject to the foregoing, the Board shall have the power to dispose of the grievance by an arrangement which it deems just and equitable.

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson to reconvene the Board to clarify the decision, which it shall do within thirty (30) working days.

iv) Expenses of the Arbitration Board

a. The Board:

The Local of the Union and the Employer shall pay the fees and expenses of its nominee and one-half (1/2) of the fees and expenses of the Chairperson.

b. Arbitration Witnesses:

In the event an Employee is called as a witness before an Arbitration Board, leave and expenses shall be applicable as follows:

- 1) if called by the Employer, leave without loss of pay and expenses paid by the Employer;
- 2) if called by the Local of the Union, leave without loss of pay and expenses paid by the Local of the Union;
- 3) if called by the Board, leave without loss of pay and expenses shared equally by the Local of the Union and the Employer;
- 4) if a witness is subpoenaed, the Party requesting the subpoena shall be deemed to have called the witness.

## **ARTICLE 13 - UNION MANAGEMENT LIAISON COMMITTEE**

13.01 The Employer and the Local of the Union shall create a Union/Management Liaison Committee with the following guidelines:

a) Purpose

- i) To foster and promote effective communication, mutual respect, understanding and confidence between the Employer and the Local of the Union and their respective memberships;

- ii) To discuss and agree upon matters of mutual concern as may arise in the continued enhancement and operation of the health care system;
  - iii) To discuss and implement communication strategies which foster Employer and union member understanding and compliance of the agreements reached by the Employer and the Local of the Union.
- b) Membership
- i) The Committee shall be comprised of members representing the Local of the Union and the Employer;
  - ii) The Employer and the Local of the Union shall be responsible for choosing their own representatives;
  - iii) Either the Employer or the Local of the Union may call or permit the attendance of resource personnel, at their own expense;
  - iv) One Employee per agency/facility attending such Committee meetings shall be released from duty without loss of pay or benefits;
  - v) Local of the Union member's travel expenses shall be paid by the Local of the Union.
- c) Meetings
- i) Regular meetings of the Committee shall be held at mutually agreed dates, but shall be held no less than every four (4) months. However, in matters that require immediate attention, the Committee will meet within ten (10) calendar days of written notice;
  - ii) The Chair of the Committee shall alternate;
    - a. Following consultation between co-chairs, agendas shall be prepared by the host chair at least ten (10) calendar days prior to each meeting, but this shall not restrict the right to raise issues without prior notice. Each co-chair shall be responsible for circulating the agenda to its representatives;
    - b. A Recording Secretary will be provided by the host chair of the meeting.
- Minutes of the meetings shall be recorded and distributed to the Committee members within twenty-eight (28) calendar days following the meeting. The Recording Secretary shall be released from duty without loss of pay or benefits.

## ARTICLE 14 - OCCUPATIONAL HEALTH & SAFETY

### 14.01 Occupational Health and Safety

- a) The Local of the Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. They will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological and social well-being with respect to working conditions for all Employees in accordance with *The Saskatchewan Employment Act Part III — Occupational Health and Safety and the Occupational Health and Safety Regulations*, and it is further agreed that *The Saskatchewan Employment Act Part III Occupational Health and Safety and the Occupational Health and Safety Regulations and Regulations* form part of this Collective Agreement. There shall be no discrimination, no penalty, no intimidation and no coercion when Employees comply with this Article.
- b) CUPE members participating on Joint Occupational Health and Safety Committees and performing their duties, as required by the Committee, as outlined in *The Saskatchewan Employment Act Part III — Occupational Health and Safety and the Occupational Health and Safety Regulations* shall suffer no loss of pay or benefits.

### 14.02 Time Off for Health and Safety Training

Where an Employee attends a training program, seminar or course of instruction on health and safety matters conducted or provided by the Occupational Health and Safety Division, or jointly between EATONIA OASIS LIVING, INC. and CUPE, such attendance will be considered time worked and the Employee shall suffer no loss of pay or benefits.

### 14.03 Referral of Health and Safety Concerns

An Employee or group of Employees who have a health and safety concern should endeavour to resolve the concern by referring the concern to the immediate supervisor or the OH&S Committee Co-Chairs, who will investigate and take remedial action. Failing resolution of the health and safety concern, the Employee(s) may take their concern to the Local of the Union.

### 14.04 Transportation of Accident Victims

Employees who require immediate care as a result of a workplace accident or workplace illness shall be transferred to and from the nearest practitioner or emergency service at the expense of the Employer.

### 14.05 Working Alone or Isolated Place of Employment

Working alone means to work at a work site as the only worker of the Employer at that work site, in circumstances where assistance is not readily available in the event of injury, ill health or emergency.

The Employer shall take all reasonably practicable steps to eliminate or reduce

risks arising from the conditions and circumstances of working alone. The steps:

- a) Must include the establishment of an effective communication system that consists of:
  - i) radio communication;
  - ii) phone or cellular communication; or
  - iii) any other means that provides effective communication in view of the risks involved.
- b) May include any of the following:
  - i) regular contact by the Employer with the Employee;
  - ii) limitations on, or prohibitions of, specified activities;
  - iii) establishment of minimum training or experience, or other standards of competency;
  - iv) provision of personal protective equipment;
  - v) establishment of safe work practices or procedures; or
  - vi) provision of emergency supplies for use in travelling under conditions of extreme cold or other inclement weather conditions

#### 14.06 First Aid Kits

The Employer shall provide and maintain a first aid kit for every work site.

#### 14.07 Video Display Terminals

- a) Where work demands constant and uninterrupted concentration on the screen by the operator, the Employer will allow the operator five (5) minutes of non-visual display unit work after one (1) hour of operation and fifteen (15) minutes of non-visual display unit work after every two (2) hours of operation. The non-visual display unit work may coincide with regular breaks.
- b) The Employer agrees to provide appropriate protective equipment and/or apparel for an employee during her pregnancy. Alternately, the Employee may request and will be granted a temporary reassignment of duties for the duration of her pregnancy.

#### 14.08 Managing Shift Work

The Employer, with the Occupational Health and Safety Committee must:

- a) assess the risks to the worker's health and safety posed by the work;

- b) inform the worker about the nature and extent of the risk and how to eliminate or reduce them.

#### 14.09 Workload

The Joint Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive workload concern(s). This mandate shall include the review of staffing levels, the responsibility to investigate workload concerns, the responsibility to define the workload problem, and the responsibility to make recommendations to rectify the workload concern(s).

This does not preclude the use of a sub-committee as established by the OH&S Committee. The sub-committee shall be comprised of equal representation of CUPE OH&S representatives and Employer representatives.

The Committee, or sub-committee, shall issue a report on their recommendations for solving the workload concern(s) to the Employer and the Local of the Union within thirty (30) days of receiving the concern.

Within thirty (30) days, the Employer shall advise the Joint Occupational Health and Safety Committee, or sub-committee, and the Local of the Union, as to what reasonable steps it has taken or proposes to take to implement the workload recommendations identified by the Committee or sub-committee.

#### 14.10 Training of Workers

The Employer shall ensure that a worker is trained in all matters that are necessary to protect the health and safety of the worker when the worker:

- a) begins work at the place of employment;
- b) is moved from one work activity or worksite to another that differs with respect to hazards, facilities or procedures.

The training required must include:

- a) procedures to be taken in the event of a fire or other emergency;
- b) the location of first aid facilities;
- c) identification of prohibited or restricted areas;
- d) precautions to be taken for the protection of the worker from physical, chemical or biological hazards;
- e) any procedures, plans, policies and programs that the Employer is required to develop pursuant to *The Saskatchewan Employment Act Part III — Occupational Health and Safety and the Occupational Health and Safety Regulations* or any regulations made pursuant to the Act that apply to the worker's work at the place of employment; and
- f) any other matters that are necessary to ensure the health and safety of the worker while the worker is at work.

The Employer shall ensure that the time spent by a worker in the above training is credited to the worker as time at work, and that the worker does not lose pay or other benefits with respect to that time.

The Employer shall ensure that no worker is permitted to perform work unless the worker:

- a) has been trained and has sufficient experience, to perform the work safely and in compliance with *The Saskatchewan Employment Act Part III Occupational Health and Safety and the Occupational Health and Safety Regulations*; or
- b) is under close and competent supervision.

#### 14.11 Personal Protective Equipment

The Employer shall provide all Employees with the necessary personal protective equipment to ensure their health and safety at the worksite. The above items shall be maintained and replaced at the Employer's expense.

An Employee who is provided with approved and/or certified personal protective equipment shall use such equipment and take reasonable steps to prevent damage to the personal protective equipment.

#### 14.12 Communicable and Occupational Diseases

In accordance with *The Saskatchewan Employment Act Part III — Occupational Health and Safety and the Occupational Health and Safety Regulations*, the Employer will adopt safe rules and practices regarding communicable and occupational diseases, caused by exposure at the place of employment.

The Employer agrees, where possible, to reduce any contamination at the place of employment by a chemical substance, biological substance or known carcinogen.

### ARTICLE 15 - VIOLENCE

#### 15.01 Violence in the Workplace

The Employer and Local of the Union agree that violence against Employees in the workplace is not acceptable and agree to work together towards elimination of the incidence and causal factors of violence. To that end, the following shall apply:

- a) Definition of Violence

Violence shall be defined as any incident in which an Employee is physically or verbally abused or assaulted during the course of his/her employment.

- b) Violence Policies and Procedures

In compliance with *The Saskatchewan Employment Act Part III — Occupational Health and Safety and the Occupational Health and Safety Regulations*, the Employer will ensure a policy is developed, in consultation with the Local of the Union to address the prevention of violence, the management of violent

situations and to work towards the elimination of the causal factors of violence and provide support to Employees who have faced violence. The policies and procedures shall be part of the Employer's health and safety policy and written copies shall be posted in a place accessible to all Employees.

The policy and procedures may include, but not be limited to:

- i. the provision of available information regarding a client's previous, actual or potential violent behaviour;
- ii. incidents are investigated promptly, objectively and in a sensitive, confidential manner;
- iii. provision for the Joint Occupational Health and Safety Committees to review the effectiveness of anti-violence policies at the local level;
- iv. alternate options for care delivery are identified, considered and implemented;
- v. Employees/Managers are provided with the education necessary for them to prevent violence, deal with it when it occurs, and know the procedure for reporting incidents. Education shall include:
  - causes of violence
  - recognition of warning signs
  - prevention of escalation
  - controlling and defusing aggressive situations; and,
  - details of the Employer's policies, measures and procedures to deal with violence and the availability of supportive counseling.
- vi. security procedures are in place to summon assistance;
- vii. no Employee shall experience discrimination, coercion or intimidation for raising concerns about violence in the workplace;
- viii. the Employer and the Local of the Union recognize that, where preventative measures have failed to prevent violent incidents, counseling and support must be available to help victims recover from such incidents.

## **ARTICLE 16 - SENIORITY**

### **16.01 Definition**

Seniority shall be defined as the length of service in the bargaining unit from the date the Employee last entered the service of the Employer.

### **16.02 Loss of Seniority**

An Employee shall lose all entitled seniority and shall be deemed to have terminated employment if in fact the Employee:

- a) Is discharged for just cause and is not reinstated;
  - i. voluntarily terminates the employ of the Employer unless they withdraw their resignation within forty-eight (48) hours.
- b) Fails to return to work immediately following the termination of a leave of absence or within fourteen (14) calendar days from notification by the Employer to return to work following a layoff, unless, in either case the Employee can show a justifiable reason for failure to report to work.
- c) Fills an out-of-scope position as determined by the Labour Relations Board on a permanent basis.
- d) Relieves in an out-of-scope temporary position with the Employer for more than twelve (12) months.
- e) Has been on continuous layoff for a period in excess of three (3) years.
- f) Has not worked one hundred and twenty (120) days within the bargaining unit, then he or she may lose their seniority and be deemed terminated.
- g) Has retired\*.

\*NOTE: Should an employee retire and access pension benefits and return to work in another position they shall lose all previously earned seniority. Should an employee resign and accept another position as a result of their resignation and are employed immediately they shall retain all previous earned seniority.

### 16.03 Seniority List

The Employer shall maintain a seniority list showing the seniority of each Employee. Such lists shall be posted in places accessible to all Employees and two (2) copies will be sent to the Secretary Treasurer of the Local Union. Updated seniority lists shall be posted March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup>. Subject to the above, on presentation by a Local Union Representative of proof of error, a correction shall be made immediately by the Employer. Copies of the corrected seniority list shall be sent to the Local of the Union.

## **ARTICLE 17 - CREATION OF NEW CLASSIFICATIONS & CHANGES TO EXISTING CLASSIFICATIONS**

- 17.01 a) Upon the creation of all new classifications, the Employer shall forward all relevant information to the Union.
- b) Upon creation of all new classifications, the Parties agree that the successful applicant shall receive the appropriate rate of pay upon commencing in the position.
- c) Where there are any significant changes to the content or qualifications of any existing classifications or positions, the parties agree to negotiate an appropriate rate of pay.

## ARTICLE 18 - POSTING OF NEW POSITIONS & VACANCIES

### 18.01 Job Postings

a) Job postings shall include the following information:

- job classification
- status (full-time/part-time, temporary/permanent)
- required qualifications
- pay band
- number of hours, length of rotation for part-time Employees
- location
- date of opening and date and time of closing
- where to submit the application
- employees shall have access to job descriptions

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

b) For informational purposes only the following shall be included and it is recognized that these conditions may be subject to change:

- i) shifts (days, evenings, nights) including actual hours; and,
- ii) probable date of commencement of the position.

c) Postings for Casual

Any requirement for casual staffing shall be posted for informational purposes. The posting period shall be for a minimum of forty-eight (48) hours and shall include:

- job classification
- status
- required qualifications
- pay band
- no stated guaranteed hours
- availability requirements
- location(s)
- date of opening and date and time of closing
- where to submit the application
- Employees shall have access to job descriptions

i) All casual positions shall be posted.

ii) Selection shall be based on seniority, qualifications and ability sufficient to perform the work, with availability being the deciding factor.

d) Should the Employer be unsuccessful in obtaining applicants with the qualifications required in the posting of the position, and intends to reduce the

qualifications from those stated on the posting, the Employer shall consult with the Local of the Union regarding the amended qualifications and shall re-post the position describing the required qualifications and fill the position in accordance with this Article.

- e) In the event the Employer determines a vacancy will not be filled, the Local of the Union shall be notified in writing with reasons within thirty (30) days of the vacancy.

#### 18.02 Posting and Filling of Vacancies & New Positions

##### a) Posting of Vacancies

When:

- i) a vacancy is to be filled; or,
- ii) a new position is created, the Employer shall post notice of the position on designated bulletin board(s) simultaneously for a minimum of seven (7) days so that all Employees may make written application within the posted period. A copy of the posting shall be forwarded to the Secretary of the Local of the Union. The Employer shall provide to the Local of the Union a list of all applicants for each posting and shall notify the Local of the Union of the successful applicant for each posting.

##### b) Filling of Vacancies or New Positions

Vacancies or new positions shall be filled on the basis of seniority, qualifications and ability sufficient to perform the job.

###### i) Bidding of Vacancies

Employees shall be entitled to bid for a new position or vacancy by means of written application;

###### ii) Commencement of the Job

An Employee selected from the posting procedure shall commence the job within four (4) weeks after the closing date of the posting unless agreed otherwise between the Employer, the Employee and the Local of the Union;

###### iii) Appointment of Applicant

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

###### iv) Letter of Appointment

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

- status
- number of hours per defined length of rotation

\_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
Name of Employee

In accordance with Article 18.02 b) — Posting and Filling of Vacancies & New Positions, the Employer confirms your appointment into a full-time/part-time position.

\_\_\_\_\_  
Classification  
Number of hours of work per rotation: \_\_\_\_\_ shifts of \_\_\_\_\_ hours in a \_\_\_\_\_ week rotation.

\_\_\_\_\_  
Employee's Signature                      Employer's Signature

\_\_\_\_\_  
Date  
c.c.    Employee  
         Personnel File  
         Immediate Supervisor              Local of the Union

v) **Qualifications of Applicants**

The Employer, on request, shall furnish the Local of the Union with details of qualifications of any applicant.

vi) **Reasons to be Given to Unsuccessful Applicants**

Upon request, the Employer will inform an unsuccessful applicant of the reason for his/her application being rejected. Such reasons shall be given in writing if the Local of the Union so requests.

c) **Applicants Outside of the Bargaining Unit**

If no applicant is appointed from the bargaining unit for any vacancy or position, the Employer shall give next consideration to qualified applicants from other CUPE bargaining units within the province.

18.03 **Temporary Vacancies**

a) **Temporary vacancies of one hundred and twenty (120) days or longer shall be posted subject to the posting provisions identified in Article 18.01 - Job Postings and Article 18.02 - Posting and Filling of Vacancies & New Positions.**

Temporary positions of less than one hundred and twenty (120) days may be

posted, and extended, upon mutual agreement between the Employer and the Local of the union.

- b) Two (2) additional postings shall be required for the position of the Employee transferred as a result of the original posting. Subsequent vacancies shall be assigned according to Article 24 - Hours of Work.
- c) When the temporary vacancy becomes redundant, the Employee shall be returned to their original position. Article 24.11 - Posting Work Schedules shall not apply to any Employee affected.
- d) If an individual is hired from outside the bargaining unit, for the temporary vacancy, the Employee shall be deemed terminated, when the temporary vacancy becomes redundant.
- e) The Employer agrees to review with the Local of the Union, all temporary vacancies which exceed one (1) year in duration on a semi-annual basis to determine if the position should be posted as per Article 18.02 - Posting and Filling of Vacancies & New Positions. No temporary vacancy shall exceed two (2) years and one hundred and nineteen (119) days unless the Employee encumbering the position has a longer "own occupation" definition in their disability income plan, in which case the maximum length shall be the length of the incumbent's "own occupation" period, without the mutual agreement of the Union and the Employer.
- f) Should the temporary vacancy become permanent, it shall be posted and filled in accordance with Article 18.02 - Posting and Filling of Vacancies and New Positions.
- g) A temporary vacancy exceeding two (2) years and one hundred and nineteen (119) days or longer as above, may be posted in accordance with Article 28.08 - Return to Work.
- h) An Employee filling a temporary vacancy shall be eligible for another temporary vacancy that would result in the Employee obtaining a position:
  - with a greater number of hours per rotation; or
  - an increase in the rate of pay; or
  - that would commence four (4) weeks or less prior to the expiration of the temporary position the Employee currently occupies.

The resulting vacancy will not be posted and will be filled in accordance with Article 16 - Seniority.

- i) This provision shall not preclude an Employee from filling two (2) temporary vacancies where there are no scheduling conflicts. In no case is the Employer obligated to change the schedules of either vacancy.

j) Filling of Temporary Vacancies

First preference shall be given to Employees within the facility/agency where the vacancy exists.

18.04 Pay Upon Promotion

The hourly rate of an Employee promoted to a higher classification shall be advanced to that hourly rate in the new pay rate which is next higher than the current hourly rate or the hourly rate which is next higher again if the initial advance of the hourly rate is less than the Employee's next normal annual increment in the old pay rate.

18.05 Temporary Performance of Higher Duties

Prior to the application of Article 18.04 - Pay Upon Promotion:

- a) The Employer determines that work of a higher paid classification is necessary, the Employer shall make every reasonable effort to allocate that assignment to existing Employees in that department or classification based on seniority, qualifications and ability sufficient to perform the job.
- b) An Employee temporarily assigned to perform duties in accordance with a) above, shall be advanced in the pay band of the higher paid classification to that step in the salary scale which is next higher than the current salary rate, for all hours worked in the higher classification.
- c) No Employee shall be required to perform duties in a higher classification against their wishes when other Employees are available to perform the required work.

18.06 Performing Duties of Lower Paid Classification

An Employee temporarily assigned to perform duties of a lower paid classification or position, shall not suffer any reduction in earnings.

18.07 Lateral Transfers within the Same Pay Band

Upon transfer to a position with the same range of pay, the Employee shall retain the same rate of pay held in the former position.

18.08 Pay Upon Demotion

When an Employee is demoted, his/her 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.

18.09 Requests for Transfer/Reassignment

- a) Transfer
  - i) Employees on approved leave shall indicate, in writing, the positions they wish to be considered for should a vacancy arise. Should any of these

positions become vacant, the Employee's name will automatically be entered with the names of other applicants from within the bargaining unit. The request shall be given consideration when a vacancy occurs and shall remain effective for the duration of the leave.

- ii) The position(s) will be filled in accordance with Article 18.02 - Posting and Filling of Vacancies & New Positions.

**b) Reassignment**

- i) Employees wishing to be reassigned within their own department shall present the request, in writing, to the Personnel Department or designated alternate. The request shall remain in effect for three (3) months.
- ii) The request for reassignment shall be given consideration with other job applications when a vacancy occurs; and shall be awarded in accordance with Article 18.02 b) - Filling of Vacancies & New Positions unless otherwise mutually agreed between the Employer and the Local of the Union.
- iii) The foregoing shall not apply where vacancies and new positions are posted by Departmental Unit.

**18.10 Recognition of Previous Experience**

Employees commencing employment who have previous experience acceptable to the Employer shall be placed on the salary range in accordance with the following:

- a) less than one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at Step 1;
- b) one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at Step 2;
- c) three (3) years of experience in the five (5) years immediately preceding the date of employment shall be placed at Step 3.

**18.11 Return to a Previously Held Position**

An Employee who returns to a previously held position within EATONIA OASIS LIVING, INC. shall be paid at the step in the range at which the Employee was being paid when he/she last occupied that position.

**18.12 Rate of Pay when Setting Up OTFT in Second Position**

The salary rate for other than full-time Employees who are employed in more than one classification shall be established consistent with the terms of Article 18.04 - Pay Upon Promotion, Article 17.07 - Lateral Transfer within the Same Pay Band and Article 18.08 - Pay Upon Demotion.

- 18.13 If the applicant is currently enrolled in the Continuing Care Aide (CCA) program or equivalent, and the most senior and most qualified of all applicants for the Resident Care Aide classification, they will be given the position provided they agree to complete their education within two (2) years of their date of hire at their own expense.

An extension may be applied for based on extenuating circumstances. Failure to provide certification for the CCA program (or equivalent) within two (2) years, or extended mutually agreed term, may result in removal from the Resident Care Aide classification.

## **ARTICLE 19 - PROBATION AND TRIAL PERIOD**

### **19.01 Probation**

Newly hired Employee(s) shall be on a probationary period of five (5) months (calculated at 770 or 880 hours worked, whichever is applicable) from the date the Employee commences work. However, that period may be extended as outlined below.

By mutual agreement of the Local of the Union and Employer an extension may be granted. The circumstances warranting the extension, the improvements expected by the Employer and the duration of the probationary extension must be communicated to the Employee.

During the probationary period, Employees shall be entitled to all rights and benefits of this Agreement. The Employer shall notify the Local of the Union in writing and within seven (7) calendar days of all terminations. This notice shall apply to all terminated employees, regardless of status.

The communication to the Local of the Union shall outline the standards that are expected of the Employee, the date the Employee was notified of them and the time period the Employee was given an opportunity to demonstrate his/her ability and should include the reason for unsuitability.

### **19.02 Trial Period**

Employees who are reclassified, transferred, promoted or who successfully apply for a temporary vacancy, shall be considered on trial in their new position for three hundred and twenty (320) hours worked or three (3) months whichever occurs first, from the first day worked in their new position. During this trial period, the Employee may be returned to their original position, if not considered capable, or may request to be returned to their originally held position, at their former rate of pay. By mutual agreement of the Local of the Union 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 communicated to the Employee.

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

## **ARTICLE 20 - EMPLOYMENT STRATEGY COMMITTEE**

### **20.01 Representative Workforce**

#### **a) Principle**

The principle of a representative workforce for Aboriginal workers is where Aboriginal people are employed in all classifications and at all levels in proportion to their representation in the working age population within the community or the provincial population.

The parties will address proactive processes that support a representational workforce which shall include but not be limited to identifying employment opportunities, education and training, and preparing workplaces.

#### **b) Workforce Representation**

The parties agree to the principle of a representative workforce for Aboriginal workers. Therefore, when hiring new employees, the Aboriginal representative principle shall be applied, providing there are qualified Aboriginal applicants for the vacancy.

#### **c) Workplace Preparation**

The parties agree to implement educational opportunities for all Employees to deal with misconceptions and dispel myths about Aboriginal People. This will include enhanced orientation sessions for new employees to ensure a better understanding of respectful work practices to achieve a harassment free environment.

#### **d) In-Service Training**

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

#### **e) Elders**

At the request of the employee, an Elder will be present when dealing with issues affecting Aboriginal employees.

#### **f) Accommodation of Spiritual or Cultural Observances**

The parties agree to make every reasonable effort to accommodate an Employee in order for them to attend or participate in spiritual or cultural observances required by faith or culture.

## **ARTICLE 21 - WORKPLACE REORGANIZATION AND TECHNOLOGICAL CHANGE**

### **21.01 Workplace Reorganization**

- a) Prior to the implementation of workplace reorganization which results in amalgamations, facility closures, dissolution of departments or abolishment of hours of any encumbered positions, the Employer will notify the Local of the Union in writing at least thirty (30) days prior to implementing such change.

Prior to meeting to review the proposed change, the Employer will forward any relevant information to the Local of the Union.

The Employer and the Local of the Union shall meet within fourteen (14) days of the notification to review the proposed change, including but not limited to:

- The reorganization goals and objectives;
- The number of positions/locations affected;
- Employees who may be affected;
- Options to minimize displacement;
- The process for implementation including target dates.

- b) Where the workplace reorganization includes the potential for layoffs and upon mutual agreement between the Local of the Union and the Employer, options other than those identified in Article 21.04 a) to e) may be offered to Employees.
- i) Layoff notices shall not be served until the Employer and the Local of the Union have reviewed the proposed change and discussed the implications of such layoff.
- ii) All new classifications/job titles created as a result of workplace reorganization shall be negotiated in accordance with Article 17 - Creation of New Classifications & Changes to Existing Classifications and will be posted in accordance with Article 18 - Posting of New Positions & Vacancies.

### **21.02 Technological Change**

- a) Definition:

Technological change is defined as:

- i) The introduction by an Employer into the Employer's work, undertaking or business of equipment or material of a different nature or kind than previously utilized by the Employer in the operation of the work, undertaking or business; or,
- ii) A change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material; or,

iii) The removal or relocation outside of the appropriate unit by an Employer or any part of the Employer's work, undertaking or business.

b) Notification/Discussion

Prior to the implementation of technological change, which results in amalgamations, facility closures, dissolution of departments, or abolishment or reduction of hours of any encumbered position(s), the Employer will notify the Local of the Union in writing twenty (20) days prior to implementing such change.

Upon notification as above, the Employer and the Local of the Union shall commence discussion within fourteen (14) calendar days to review the technological change including but not limited to:

- The nature of the technological change;
- The number of positions/locations affected;
- Employees who may be affected;
- Options to minimize displacement;
- The process for implementation including target dates.

c) Where the technological change includes the potential for layoffs and upon mutual agreement between the Local of the Union and the Employer, options other than those identified in Article 22.04 a) to f) - Notice of Layoff may be offered to Employees.

d) Layoff notices shall not be served until the Employer and the Local of the Union have reviewed the proposed technological change and discussed the implications of such layoff.

e) Maintenance of Wages

During the above-mentioned implementation and transitional period, affected employees will maintain their wage level.

f) New Jobs

All new classifications/job titles created as a result of technological change shall be negotiated in accordance with Article 16 - Creation of New Classifications & Changes to Existing Classifications and will be posted in accordance with Article 17 - Posting of New Positions & Vacancies.

g) Training or Retraining

- i) Any training or retraining for affected Employees, as required by the Employer, shall be provided by the Employer at the Employee's regular rate of pay.
- ii) Any other Employer approved training costs shall be paid by the Employer, unless mutually agreed by the Union and the Employer.

## ARTICLE 22 - LAYOFF AND RE-EMPLOYMENT

### 22.01 Layoff Defined

A layoff within the bargaining unit shall be defined as:

- a) an Employer initiated reduction in the workforce;
- b) a reduction of hours of work for a full-time Employee;
- c) a reduction in hours identified in a part-time Employee's Letter of Appointment;  
or,
- d) in the case of a casual Employee, as a result of downsizing or facility closure and no shifts being offered within one hundred and twenty (120) days within the bargaining unit.

### 22.02 Notification to the Union

In the event that notification has not already been provided in accordance with Article 21.01 — Workplace Reorganization or Article 21.02 - Technological Change, when the Employer is considering changes which will result in the layoff of Employees, the Employer will notify the Local of the Union at least fourteen (14) calendar days in advance of issuing layoff notices to Employees.

The Employer and the Local of the Union shall meet to discuss the implications of such lay-off.

### 22.03 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An Employee about to be laid off may bump any Employee with less seniority, subject to their qualifications and ability to perform the duties required. The right to bump shall include the right to bump up.

### 22.04 Notice of Layoff

The Employer shall serve notice of layoff to the most junior Employee(s) in the affected position(s) within the classification in the facility/agency/department where it is deemed the reduction is required.

Notice of layoff shall be in accordance with *The Saskatchewan Employment Act* provided, however, that the minimum amount of notice shall be four (4) weeks.

If the Employee laid off has not had the opportunity to work his/her scheduled shifts during the notice period, the Employee shall be paid in lieu of those scheduled shifts not worked. If regular duties are unavailable, the Employer may assign duties normally connected with the classification in question at the Employee's current rate of pay.

After the Employee has received layoff or displacement notice, the Employer and the Local of the Union shall, in order of seniority, arrange a private interview in the presence of a Union Representative with each Employee to explain the various alternatives and the Employee shall elect one of the following:

- a) to exercise their seniority rights in accordance with Article 21.05 - Displacement of Employees;
- b) to accept the reduced hours of work (if applicable);
- c) to accept layoff and be placed on re-employment for a period not to exceed three (3) years. At any time while on re-employment, an Employee may resign and accept severance;
- d) to resign employment with the Employer;
- e) to retire (if applicable);
- f) any other options to which the parties may agree.

In conjunction with the above options, the Employee may access the Career Adjustment Assistance Program as provided by Saskatchewan Health.

Note — Employees who are receiving notice of layoff or displacement may also utilize the provision of Article 22.05 - Displacement of Employees.

An Employee who has been laid off or whose employment has been abolished who elects to retire on immediate pension, or resign, shall be entitled to severance pay in accordance with Article 23 - Severance Pay.

The Employee will be provided with reasonable and sufficient information which will include work schedules in effect at that time, job descriptions, work site tours and meetings with the Department Head or designate, if required. The Employee shall have a Local of the Union representative present. Provided that all alternatives have been explained the Employee will have up to seventy-two (72) hours from the conclusion of the meeting (exclusive of weekends and Designated Holidays) to make an election. This period may be extended by mutual agreement.

Employees who do not elect one of the above options within seventy-two (72) hours will be automatically laid off and placed on re-employment in accordance with Article 22.06 - Re-Employment.

Every reasonable effort will be made to contact an Employee regarding their options, however, in the event the Employer is unable to contact a laid off or displaced Employee, the Local of the Union and the Employer shall meet to discuss a mutually agreed resolution to the matter. If there is not mutual agreement, the Employer shall proceed with the layoff procedure and place the Employee in an appropriate position. A mutually agreeable or Employer initiated placement will replace the Employee's right to exercise their seniority displacement rights.

**Notice of Layoff for Employees in Temporary Positions:**

- i) in the event an Employee is filling a temporary position when the Employee's permanent position is abolished or reduced, the Employee will be issued a layoff notice and will have access to the provisions of Article 22 - Layoff and Re-Employment;
- ii) in the event the Employee reverts back during a trial period to a position which has been affected as defined in Article 22.01 - Layoff Defined, the Employee will be issued a layoff notice at the time of the reversion and will have access to the provisions of Article 22 - Layoff and Re-Employment.

**22.05 Displacement of Employees**

Laid off or displaced Employees may exercise seniority, subject to their qualifications and ability being sufficient to perform the duties, into a higher paid classification, a lower paid classification or same paid classification within the bargaining unit. Subject to the following:

- a) Employees shall choose a classification in a department (including departmental unit if vacancies and new positions are posted by departmental unit) and in a facility, agency or geographic area in which they wish to exercise their seniority;
- b) Employees shall choose to exercise their seniority into either a full-time or part-time position within the classification specified in a) above;
- c) As per a) above, the Employee shall displace the least senior full-time Employee in the classification or the least senior part-time Employee whose number of hours of work contained in their current letter of appointment most closely approximates the number of hours of work the Employee has chosen. Upon completion of the displacement process, the Employee may request an assignment within their department or classification. The supervisor shall assign rotations on the basis of seniority as per the request(s);
- d) Where an Employee bumping has been regularly scheduled on a continuing basis to work a twelve (12) hour shift and holds greater seniority, the Employee may choose to displace the least senior Employee in the classification who is working a twelve (12) hour schedule in that classification. Where an Employee bumping has been regularly scheduled on a continuing basis to work an eight (8) hour shift and holds greater seniority, the Employee may choose to displace the least senior Employee in the same classification who is working an eight (8) hour schedule in that classification.

**22.06 Re-Employment**

Laid off Employees shall be subject to the following in respect to re-employment:

- a) Employees shall be counseled by the Employer in the presence of a Local of the Union representative. Employees may choose any or all of the following re-employment options:

- i) laid off Employees shall indicate, in writing, the positions they wish to be considered for in should a vacancy arise. Should any of these positions become vacant, the Employee's name will automatically be entered with the names of other applicants from within the Bargaining unit. The position will be filled in accordance with Article 18.02 - Posting and Filling of Vacancies & New Positions;
  - ii) the Employee shall remain on layoff and may elect to work in casual or temporary positions, if available, in which they have the qualifications and ability to perform the duties required for the position to be filled, without prejudicing their right to re-employment.
- b) If a laid off Employee is successful in their application to a posted position in i) above, they shall report for duty as specified in the letter of offer sent by registered mail to the Employee's last known address, within ten (10) calendar days of being notified by the Employer that they have been awarded the position. Failure to report for duty within this period will automatically cancel the awarding of the position to the Employee. The Employee will remain on layoff status. The Employer will then award the position to the next qualified applicant (as per Article 18.02 - Posting and Filling of Vacancies & New Positions). If the next or subsequent successful applicants are also on layoff, this clause will continue to apply until the position has been filled.
- c) If a laid off Employee is awarded a posted position through the application of this Article, they shall only be allowed three (3) occasions in which to decline a position or fail to respond to an offer of employment. If the Employee again fails to respond to a third offer of employment or declines the awarding of the position on the third occasion by failing to report for duty within ten (10) calendar days of being notified they have been awarded the position, the Employee shall lose all seniority as per Article 15.02 - Loss of Seniority and be terminated. It is understood that the ten (10) calendar days' period referred to in this Article shall constitute that ten (10) calendar days' notification by the Employer to return to work incorporated in Article 16.02 - Loss of Seniority.
- d) It shall be the responsibility of all Employees, including those laid-off, to keep the Employer and the Local of the Union advised of their current address and telephone number.

#### 22.07 Orientation and Trial Period on Re-Employment

Employees who are re-employed shall be entitled to a trial period in accordance with Article 19.02 - Trial Period. The Employees shall be given reasonable orientation. Employees who are not considered capable or who wish to relinquish their position shall have access to Article 22.04 b), c), d), e), f) - Notice of Layoff.

#### 22.08 Rights of Employees Upon Displacement or Re-Employment

Employees who are displaced or are re-employed from layoff covered by the CUPE/EATONIA OASIS LIVING, INC. collective agreement shall maintain or transfer:

- a) seniority;
- b) unused sick leave credits;
- c) most recent vacation accrual rate; where applicable, current unused vacation credits will be paid out as per Section 25 of The Labour Standards Act. The Employee will have the option to purchase those vacation credits from their receiving Employer;
- d) salary rate upon displacement or re-employment shall be established consistent with the terms of Article 18.04 - Pay Upon Promotion, Article 18.07 - Lateral Transfer within the Same Pay Band rate and Article 18.08 - Pay Upon Demotion; and
- e) Pension, Group Life, Dental (Core), Disability Income Plan, Extended Health Benefits and Enhanced Dental in accordance with the terms of the Plan.

Upon a relocation under the terms of this Agreement, Employee(s) who are already enrolled in an EATONIA OASIS LIVING, INC. Benefit Plan shall not be required to serve a further qualifying period for eligibility of those EATONIA OASIS LIVING, INC. Benefit Plan(s).

## **ARTICLE 23 - SEVERANCE PAY**

### **23.01 Severance Pay**

- a) An Employee who has been laid off, or who has been informed in writing that his/her job has been abolished and who elects to retire on immediate pension, or resign, shall be entitled to severance pay on the following basis:  
(5 – 8 hour days) x (the number of years) x (the Employee's current daily rate of earnings)
- b) All other than full-time Employees shall receive severance pay on a pro-rata basis.  
$$\frac{\text{(total hours paid)}}{1944 \text{ or } 1948.8} \times (40 \text{ hours}) \times (\text{Rate of Pay of Position})$$

## **ARTICLE 24 - HOURS OF WORK**

### **24.01 Definition**

- a) For the purpose of this Agreement, a day shall be any twenty-four (24) hour period calculated from the time the Employee commences the scheduled shift.
- b) A week shall be midnight on Saturday to midnight on the following Saturday.
- c) Unless otherwise agreed the night shift shall be the first shift worked in each day, the day shift shall be the second shift and the afternoon shift shall be known as the third shift, in each calendar day.

- d) A weekend shall be from 0001 Saturday to 2400 Sunday.
- e) The three (3) week period shall mean that period designated by management between midnight on Saturday and midnight on the following third Saturday.
- f) For Employees working under the twelve (12) hour extended shift Letter of Understanding, the six (6) week period shall mean that period designated by management between midnight on Saturday and midnight the following sixth Saturday.

#### 24.02 Hours of Work

The normal annual hours for full-time Employees shall be one thousand nine hundred and forty-eight and eight tenths (1948.8) hours per year.

##### a) Full-time Employees

Normal hours of work for full-time Employees shall be two hundred and twenty-four (224) hours in a six (6) week period divided into shifts of eight (8) consecutive hours (exclusive of a specified meal period).

On completion of two hundred and twenty-four (224) paid hours all Employees shall earn an unpaid day of rest. This day of rest shall be scheduled by mutual agreement between the Employee and Employer.

All hours worked in excess of eight (8) hours per day or two hundred and twenty-four (224) hours in a six (6) week period shall be classed as overtime and paid at overtime rates.

Normal working hours for full-time employees working under the twelve (12) hour extended shift Letter of Understanding shall be two hundred and twenty-four (224) hours in a six (6) week period divided into shifts of twelve (12) consecutive hours (exclusive of specified meal breaks). No more than four (4) consecutive extended twelve (12) hour shifts shall be scheduled at any time. Hours worked in excess of twelve (12) hours per day or two hundred and twenty-four (224) hours in a six week period shall be classed as overtime and paid at overtime rates.

##### b) Part-time/Casual Employees

During each six (6) week period, part-time Employees shall be scheduled seven (7) days off. However, this will not preclude Employees from accepting an offer of work on scheduled days off providing they do not exceed the determined full-time hours over six (6) weeks.

All hours worked in excess of eight (8) hours per day or two hundred and twenty-four (224) hours in a six (6) week period shall be classed as overtime and paid at overtime rates.

For Part-time/Casual Employees working under the twelve (12) hour extended shift Letter of Understanding, any hours worked in excess of twelve (12) hours

per day or two hundred and twenty-four (224) in a six (6) week period shall be classed as overtime and paid at overtime rates.

c) Flexible Working Hours

Flexible Working Hours may be negotiated between the Employer and the Local of Union.

24.03 Rest Periods between Shifts

- a) The Employer shall provide at least fifteen and one-half (15 1/2) hours of rest between shifts, except as mutually agreed otherwise by the Local of the Union and the Employer. Failure to provide this time will result in payment of overtime for any hours worked during such rest period.

For Employees working under the twelve (12) hour extended shift Letter of Understanding the Employer shall provide twelve (12) hours of rest between shifts. Failure to provide this time will result in payment of overtime for any hours worked during such rest period.

- b) When offering casual work inside of seventy-two (72) hours the Employer shall provide at least eight (8) hours of rest between shifts. Failure to provide this time will result in payment of overtime for any hours worked during such rest period. Voluntary acceptance of shifts with less than eight (8) hours rest between shifts does not automatically entitle employees to overtime.

24.04 Rest and Meal Periods

- a) One (1) rest period of fifteen (15) minutes shall be scheduled by the Employer for each Employee scheduled a shift of three (3) hours or more including travel time (exclusive of meal period).

For Employees working under the twelve (12) hour extended shift Letter of Understanding each extended shift of twelve (12) hours shall be inclusive of three (3) fifteen (15) minute rest periods.

- b) Two (2) rest periods of fifteen (15) minutes each shall be scheduled by the Employer for each Employee scheduled a shift of at least seven (7) hours (exclusive of meal period).
- c) Every effort will be made to grant such rest periods midway between each half (1/2) shift.
- d) One (1) unpaid meal period of one-half (1/2) hour shall be scheduled for each Employee working a shift of at least five (5) hours or more. Employees unable to take their meal period at the time scheduled, shall be provided time later in the shift for the meal break. Employees who work the normal full-time hours per day and who are unable to take their meal break will be paid one-half (1/2) hour at overtime rates.

For employees working under the twelve (12) hour extended shift Letter of Understanding one meal period of forty-five (45) minutes shall be scheduled. Employees unable to take their meal period at the time scheduled shall be provided time later in the shift for the meal break.

- e) Where possible, the Employer shall arrange a suitable location for an Employee for breastfeeding and/or pumping during her scheduled breaks.

24.05 a) Casual work inside seventy-two (72) hours.

Casual work that becomes available within seventy-two (72) hours' notice shall be offered to Employees on the casual list in order of seniority. If there is no immediate personal response to such a call, the shift shall be offered to the next senior Employee on the list. All such calls shall be recorded.

Within seventy-two (72) hours Employees cannot give up shifts in a department and classification to work in another department and classification.

- b) Casual work outside seventy-two (72) hours.

Casual work that becomes available outside seventy-two (72) hours' notice shall be offered to Employees on the casual list in order of seniority and based upon their availability.

- c) Assignment of a Longer Shift

- i) Should the senior Employee be scheduled for a shorter shift and a longer shift becomes available within the same department, the Employee shall be assigned the longer shift.
- ii) Should the senior Employee be scheduled for a shorter shift and a longer shift becomes available within a different department, the Employee will have twenty-four (24) hours to confirm that a replacement has been found to fill their original shift. Failing confirmation of a replacement the shift will be offered to the next senior employee based upon their availability.

24.06 Consecutive Days Off

Employees shall be scheduled no less than two (2) consecutive days off, unless single days are arranged by mutual agreement between the Local of the Union and the Employer. However, this will not preclude Employees who work less than full-time hours as per Article 23.02 - Hours of Work from accepting an offer of work on scheduled days off providing they do not exceed the determined full-time hours over three (3) weeks.

24.07 Six (6) Consecutive Work Days

Employees shall be scheduled to work no more than six (6) days straight unless otherwise mutually agreed between the Employer and the Local of the Union. Discussion on implementation of this Article shall take place between the Employer and the Local of the Union.

#### 24.08 Split Shifts

Split shifts shall not be scheduled except by mutual agreement between the Local of the Union and the Employer

#### 24.09 Payment for Overtime

At the request of the Employee, time off, calculated at the appropriate overtime rates in lieu of overtime pay or designated holiday pay may be banked to a maximum of forty-eight (48) hours. This shall be taken at a time mutually acceptable between the Employee and the Employer and must be recorded on time sheets or work sheets accessible to Employees.

An Employee's time in lieu bank will be paid out at the Employee's request once per year. Any remaining portion of the time in lieu bank as of March 1<sup>st</sup> shall be paid out by March 31<sup>st</sup> of each year.

#### 24.10 Overtime Rates of Pay

Employees shall not work overtime unless authorized by the Employer.

##### a) Overtime by Seniority

All Employees shall be eligible for overtime in their department and all overtime shall be offered in order of seniority.

##### b) Overtime Against Wishes

No employee shall be required to work overtime against his/her wishes when other qualified Employees within the work unit are willing to perform the required work.

##### c) Overtime Rates of Pay

###### i) Overtime on a Regular Day

Subject to Article 24.02 - Hours of Work, all hours worked in excess of the daily normal full-time hours of work shall be paid at the rate of one and one half (1 ½) the regular rate of pay for the first four (4) consecutive hours and two (2) times the regular rate of pay for hours worked in excess of four (4) consecutive hours in that day.

###### ii) Overtime Rate after Midnight

An Employee who works overtime between the hours of 2400 and 0700 and where such overtime is continuous with the regular shift shall be paid at the rate of two (2) times the regular rate for all overtime hours so worked between 2400 and 0700.

If the evening shift ends before midnight and the Employee is required to work overtime continuous with the evening shift and the overtime ends after

midnight, then the entire overtime period shall be paid at double (2) time.

iii) Overtime on Day Off

Full-time Employees required to work their scheduled day or day(s) off shall receive two (2) times their regular rate of pay for such day or day(s) off worked.

This provision shall also apply to Other than Full-Time Employees once scheduled for two hundred and twenty-four (224) hours in the six (6) week period.

24.11 Posting Work Schedule

a) Master Schedules

i) The Employer and the Local of the Union shall establish master work schedules for regularly scheduled employees.

ii) The Employer may not amend a master schedule unless the Employer:

a. gives notice of the proposed amendment to the Local of the Union a minimum of twenty-eight (28) calendar days in advance of the week in which the change is intended to take effect; and,

b. makes reasonable efforts to meet and consult the Local of the Union about the proposed amendment within seven (7) calendar days of giving notice.

iii) Any amended master schedule shall comply with the provisions of this Collective Agreement.

b) Posted and Confirmed Work Schedules

i) Provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to the Employees.

ii) Work schedule(s) shall be confirmed no less than fourteen (14) calendar days in advance.

c) Agreed Deviation from a Posted and Confirmed Work Schedule

Deviation from a posted and confirmed work schedule shall only be by mutual agreement between the Employer and Employee(s) affected. When there is mutual agreement, the changes shall not be subject to overtime rates unless required by another provision of this Collective Agreement or Employment Standards legislation.

d) Employer Directed Change to a Posted and Confirmed Work Schedule

- i) When there is no mutual agreement to deviate from a posted and confirmed work schedule, the Employer may direct an Employee to work no more than seven (7) shifts different than the shifts in a posted and confirmed work schedule.
- ii) When the Employer directs a shift change, the Employee shall be paid two (2) times the rate of pay for the entire shift(s) so changed. The "rate of pay" includes any premium for the shift(s) under another provision of this Collective Agreement or Employment Standards legislation.

#### 24.12 Mutual Trades

Employees exchanging shifts between themselves, which results in deviation from the posted schedule, shall not be subject to the overtime provisions unless overtime would have been paid irrespective of the change. Such exchanges shall be subject to the approval of the Employer.

#### 24.13 Permanent Evening or Night Shift Arrangements

An Employee may request to work permanent evening or night shifts. Any such arrangements require the agreement of the Employer, Employee(s) affected and the Local of the Union. In the event the Employee(s) or Employer wishes to terminate the agreement, they shall give sixty (60) days' notice in writing to the other party.

Provisions under Article 24.11 - Posting Work Schedule will not apply if the incumbent vacates with less than sixty (60) days' notice.

#### 24.14 Minimum Report Pay

- a) Any Employee reporting for work shall be paid no less than three (3) hours at the regular rate of pay.
- b) The Employer shall not implement scheduled shifts of less than three (3) consecutive hours.

#### 24.15 Shift Premium

A shift premium of one dollar and **seventy-five (\$1.75) cents** per hour shall be paid to Employees working shifts (including shifts worked on designated holidays) whereby the majority of such hours fall within the period 1500 and 0800 hours. Shift premiums shall not apply to overtime hours worked.

Shift premiums shall be reviewed every six (6) months in May and December and may be negotiated from time to time.

#### 24.16 Weekend Premium

A weekend premium of one dollar **and fifteen (\$1.15) cents** per hour in addition to any other shift differential shall be paid for each hour worked by an Employee on the shift falling between 0001 Saturday and 2400 Sunday. When an Employee is receiving overtime pay, weekend premiums will not apply.

Weekend premiums shall be reviewed every six (6) months in May and December and may be negotiated from time to time.

**24.17 Weekends Off**

Insofar as possible within established staffing patterns, Employees will be scheduled for weekends off on an equitable basis unless mutually agreed upon.

**24.18 Call Back**

**a) After Completion of Shift**

Any Employee who is called back to work the same day after having completed the regular work schedule, and having left the Employer's premises, shall be paid for a minimum of two (2) hours at the rate of one and one-half (1 ½) times the regular rate, provided that if such Employee is called back a second time within two (2) hours of the original call back, the Employee shall not be paid an additional amount of such call back.

**b) After Midnight, on Designated Holidays and Scheduled Days Off**

Employees called back between the hours of 2400 midnight and 0700 or on Designated Holidays or on their scheduled days off shall be paid at the rate of two (2) times their regular rate of pay for all hours so worked with a minimum of two (2) hours. However, should a call-back referred to above commence prior to 2400 hours (midnight) or continue after 0700 hours such time shall be paid at two (2) times the rate of pay.

**24.19 Maximizing Full-Time Employment**

It is the intent of the Employer that, insofar as the efficient operation of the Employer is concerned the Employer will:

- employ as many full-time Employees as is reasonably possible;
- where viable, when posting part-time positions, incorporate the most hours feasible out of the predictable available work;
- minimize the use of casual work.

**a) Purpose**

- To govern the review and allocation of hours with the goal of maximizing full-time employment; and,
- For discussion to take place between the Employer and the Local of the Union prior to any implementation.

**b) Maximizing Hours in Part-time Positions**

As part-time positions are vacated and approved for staffing, discussion shall take place between the Employer and the Local of the Union and subject to an agreement between the Employer and the Local of the Union, shifts may be redistributed in the following manner:

- i) when departmental reorganization is contemplated, the Employer will meet with the Local of the Union to discuss the creation of full-time positions and/or the maximization of part-time positions;
  - ii) where positions are vacated, shifts will be distributed to part-time Employees, in order of seniority with the aim of incorporating the most hours in a position.
- c) If all shifts are not redistributed as per b) or if mutual agreement cannot be reached as to the redistribution of additional hours, a part-time position will then be posted.

New Letters of Appointment for part-time Employees will be issued when additional regular hours are added to their schedule.

Application of b) may result in part-time encumbered positions becoming full-time.

- d) If part-time positions within a specific functional area are vacated simultaneously, where operationally feasible, the Employer shall combine the positions into a full-time position or a larger part-time position and post as per e) (iii).
- e) i) Where a casual Employee is identified as working ongoing and regularly scheduled shifts, the Employer will review the schedule with a view to incorporating those hours into schedules of senior part-time Employees in the department, who desire them;
  - ii) Where i) is not applicable, a new permanent part-time position will be created and posted;
  - iii) The Local of the Union and the Employer will meet to discuss the circumstances under which newly created positions will be posted. In some cases, the posting provisions may be, by mutual agreement, specific to a particular department.

f) Dispute Resolution

Any outstanding issues regarding the application of this Article or if resolution is not found at the meeting, the Local of the Union may choose to access the grievance procedure.

## ARTICLE 25 - DESIGNATED HOLIDAYS

### 25.01 Designated Holidays

The Employer recognizes the following as designated holidays:

New Year's Day  
 Family Day  
 Good Friday  
 Easter Monday

Labour Day  
**National Day for Truth and Reconciliation**  
 Thanksgiving Day  
 Remembrance Day

Victoria Day  
Canada Day  
Saskatchewan Day

Christmas Day  
Boxing Day

And any other day proclaimed as a designated holiday by the Federal, Provincial or Municipal Government. A civically declared designated holiday in lieu of any of the above named holidays shall not be considered as a designated holiday.

#### 25.02 Saturday or Sunday Holiday

- a) Those Employees who are regularly scheduled to work Monday through Friday, and:
  - i) the designated holiday falls on a Sunday, the following Monday will be a day off-in-lieu;
  - ii) the designated holiday falls on a Saturday, the previous Friday will be a day off-in-lieu, unless otherwise negotiated between the Employer and the Local of the Union.
- b) For Employees whose regular days of rest are not Saturday or Sunday, the holiday will be observed on the day it occurs.

#### 25.03 Christmas or New Year's Day Off

- a) Insofar as the regular operation of the Employer permits, an Employee shall have either Christmas Day or New Year's Day off alternately, unless the Employee agrees otherwise.
- 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 for each department between the Local of the Union and the Employer.

#### 25.04 Pay on a Designated Holiday

Except as otherwise provided in this agreement:

- a) A full-time Employee who works on Designated Holidays shall:
  - i) receive pay at the rate of one and one-half (1 ½) times their regular rate of pay and another day off in conjunction with days off with pay within four (4) weeks before or after the designated holiday occurs; or,
  - ii) if mutually agreed between the Employee and the Employer, receive pay at the rate of two and one-half (2 ½) times their regular rate of pay; or,
  - iii) if mutually agreed between the Employee and the Employer, receive their

regular rate of pay and bank one and one-half (1 ½) times their regular rate of pay as time in lieu, in the bank as per Article 24.08 - Time Off in Lieu of Bank.

- b) A full-time Employee who does not work on the above Designated Holiday shall receive pay equal to one (1) day's regular pay.
- c) All other than full-time Employees who work on the above designated holidays shall receive pay at the rate of one and one-half (1 ½) times their regular rate of pay plus designated holiday pay in accordance with the formula in d) below.
- d) All other than full-time Employees who do not work on the above designated holidays shall receive designated holiday pay on the following formula:

1948.8 =  
number of paid hours  
in the immediately preceding four weeks X normal full-time X employee's  
hourly = designated  
149.5 hours/day rate of pay holiday pay  
1872=  
number of paid hours  
in the immediately preceding four weeks X normal full-time X employee's  
hourly =designated  
144 hours/day rate of pay holiday pay

#### 25.05 Scheduling on Designated Holidays

Notwithstanding Article 25.03 - Christmas or New Year's Day Off, when the Employer needs an Employee to work on a designated holiday, the shift shall be offered to the regularly scheduled incumbent unless the Employee requests the day off and the Employer can accommodate such a request.

#### 25.06 Additional Day Off

- a) When a Designated Holiday falls on a full-time Employee's scheduled day off, the Employee shall have an additional day off with pay within four (4) weeks before or after the Designated Holiday occurs. Such time off will be taken at a mutually agreed time.
- b) When a designated Holiday occurs during a full-time Employee's vacation leave, he/she shall be granted an additional day off as part of his/her vacation period.
- c) A full-time Employee who works on their Designated Holiday shall have the right to reschedule their day off, by mutual agreement in the following four (4) week period.

#### 25.07 Overtime on a Designated Holiday

- a) Working on a Designated Holiday which is also a Regularly Scheduled Day Off

A full-time Employee who works on a Designated Holiday which is also a regularly scheduled day off shall be paid at the rate of two (2) times their regular rate of pay and shall receive their additional day off as per Article 25.06 a) - Additional Day Off.

b) **Overtime on a Regular Day of a Designated Holiday**

Subject to Article 24.02 - Hours of Work, all hours worked in excess of the daily normal full-time hours of work on a designated holiday shall be paid at the rate of two (2) times the regular rate of pay for the first four (4) consecutive hours and two and one-half (2 1/2) times the regular rate of pay for hours worked in excess of four (4) consecutive hours in that day.

c) **Overtime Rate after Midnight on a Designated Holiday**

An Employee who works overtime between the hours of 2400 and 0700 on a designated holiday and where such overtime is continuous with the regular shift shall be paid at the rate of two and one-half (2 1/2) times the regular rate for all overtime so worked between the hours of 2400 and 0700.

If the evening shift ends before midnight and the Employee is required to work overtime continuous with the evening shift and the overtime ends after midnight then the entire overtime periods shall be paid at two and one-half (2 1/2) times the regular rate of pay.

**25.08 Overlapping Shifts**

In the case of an Employee who works a shift which begins on one (1) day and ends on the next, the credit for the purposes of Article 25.04 - Pay on a Designated Holiday, shall be determined in accordance with Article 25.07 c) - Overtime on a Designated Holiday.

**ARTICLE 26 - VACATIONS**

**26.01 Definition**

Vacation Year means the twelve (12) month period commencing on the first (1<sup>st</sup>) day of April in each calendar year and concluding on the thirty-first (31<sup>st</sup>) day of March the following calendar year.

- 26.02 a) i) During the first (1<sup>st</sup>) and subsequent years, including the fifth (5<sup>th</sup>) year of continuous employment, earn fifteen (15) days off.
- ii) During the sixth (6<sup>th</sup>) and subsequent years, including the sixteenth (16<sup>th</sup>) year of continuous employment, earn twenty (20) days off.
- iii) During the seventeenth (17<sup>th</sup>) and subsequent years, including the twenty-fourth (24<sup>th</sup>) year of continuous employment, earn twenty-five (25) days off.
- iv) During the twenty-fifth (25<sup>th</sup>) and subsequent years of continuous employment, earn thirty (30) days off.

- b) An Employee shall receive the greater amount of annual vacation pay as calculated by either of the following formulas:
  - i) 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 total pay during the previous vacation year.

NOTE: For those employees working less than full time hours the number of paid vacation days as listed above shall be pro-rated.

#### 26.03 Access to Vacation Credits

An Employee shall have access to their vacation credits as earned between April 1 and March 31 of the previous fiscal year. Employees may make application to the Employer for carry over forty (40) hours of entitlement to the following year. Seniority rights for access to vacation credits may be lost where such vacation would interfere with the normal operation of the facility or rights of others.

#### 26.04 Posting of Annual Vacation Credits

Projected accumulated vacation credits for all Employees shall be posted February 1<sup>st</sup> of each year and will be subject to verification.

#### 26.05 Posting Vacation Schedule

The Employer shall post notice that Employees may submit annual vacation requests.

Annual vacation shall be regulated on a mutually agreed basis. In cases of disagreement, seniority shall govern in the department. When annual vacations are split, seniority shall govern in only one instance. Employees shall indicate their choice by March 15<sup>th</sup>. After this date, vacation dates shall be governed on a first-come basis. Employees who do not request annual vacation before March 15<sup>th</sup> shall forfeit their right to use seniority.

Vacation schedules shall be posted and confirmed no later than April 1<sup>st</sup>.

This shall not preclude employees from requesting vacation throughout the vacation year, providing they give three (3) weeks' notice and do not interfere with predetermined vacations based on seniority.

The Employer shall confirm in writing, to the Employee, the granting of his/her request within seven (7) calendar days where possible. Should the Employer fail to respond to the request in writing, the request shall be deemed granted.

#### 26.06 Broken/Unbroken Vacation Period

An Employee shall be entitled to receive his/her entire vacation in a broken or unbroken period as mutually agreed upon between the Employee and Employee.

**26.07 Vacation Pay on Termination or Retirement**

An Employee who leaves after one (1) year of service without having received his/her annual vacation for that year, shall be allowed pay-in-lieu of earned vacation leave.

**26.08 Approved Absence during Vacation**

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

- a) Granted bereavement leave, or
- b) Granted sick leave as a result of hospitalization during the scheduled vacation, or
- c) Granted other approved leave of absence, or
- d) Granted sick leave for an illness which would confine the Employee to the residence or to bed rest for a duration of more than three (3) days. A medical certificate substantiating proof of serious illness is required.

The above provisions in b) and d) shall also apply in situations where an Employee is granted sick leave immediately prior to commencing his/her scheduled vacation and such illness continues into the period of scheduled vacation. During an approved absence, sick time shall be deducted from the employee's sick leave credits

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

**26.09 Employees Called Back from Vacation**

When the appropriate Employer designate makes it mandatory for an Employee to cancel prearranged vacation the Employee shall immediately notify the Employer of any prearranged vacation and associated costs. Such costs incurred as a result of the cancellation shall be reimbursed by the Employer upon submission of receipts. Employees called back from their vacation shall be paid at the rate of two (2) times their regular rate of pay for all hours so worked. Such vacation days so worked shall be rescheduled at the discretion of the Employee.

**26.10 Vacation Pay in Advance**

An Employee requesting vacation pay in advance shall receive vacation pay in the fourteen (14) day period immediately preceding the vacation period.

**ARTICLE 27 - LEAVES OF ABSENCE**

**27.01 General Leave of Absence**

Leave without pay shall be granted to the Employee insofar as the regular operation of the facility or agency will permit. Leave, for the purpose of employment outside of

EATONIA OASIS LIVING INC., may not be granted. All requests for leave of absence must be submitted in writing and shall include commencement date and length of the leave. For any leave for over thirty (30) calendar days the Employee will furnish reasons for the request. The Employer shall respond to all requests for leave of absence within seven (7) days of receipt of the request with a copy forwarded to the Local of the Union.

#### 27.02 Leave Without Pay for Union Business

- a) Except in extenuating circumstances, the Employer agrees that on at least forty-eight (48) hours' notice in writing leave of absence shall be given to any designated Employee(s) for the purpose of conducting union business, however, where Union business is regularly scheduled, the official will advise the Employer as soon as he/she is aware.
- b) The Employer may waive any portion of the notice period.
- c) An Employee granted leave under this Article shall earn vacation credits, sick leave credits and Designated Holiday pay.
- d) The Employer agrees to continue to pay normal salary, supplementary earnings and benefits to Employees delegated on a short term basis of one (1) month or less to attend to Union business and that the Employer is to charge the Local of the Union for reimbursement of the cost. Such costs shall only include:
  - i) actual lost wages;
  - ii) Employer's share of Canada Pension contributions;
  - iii) Employer's share of Employment Insurance premiums;
  - iv) Employer's share of Pension contributions or equivalent;
  - v) Employer's share of Group Insurance premiums;
  - vi) Employer's share of Disability Income contributions;
  - vii) Employer's share of Dental Plan;
  - viii) Workers' Compensation premiums;
  - ix) Extended Health Plan and Enhanced Dental Plan Premiums.
- e) On leaves of absence of more than one (1) month and at the request of the Local of the Union, the Employer agrees to pay normal salary and benefits to an Employee and will charge the Local of the Union, in addition to those costs set forth in Article 27.02 d) - Leave for Union Business an amount for the following benefits:
  - i) annual vacation;
  - ii) sick leave;
  - iii) Designated Holidays.

Employees on union leave shall be replaced for all applicable time off. If replacement staff is not provided, the Employer shall provide reasons in writing to the Local of the Union.

### 27.03 Leave with Pay for Union Business

It is understood and agreed between the Parties that in order to facilitate the resolution of matters of mutual concern, other than collective bargaining, the following arrangements will be implemented:

- a) The Local Union representatives shall suffer no loss in salary for time lost from duties for the purpose of attending meetings at the request of and with representatives of the Employer and/or administration;
- b) Presidents of each Local of the Union shall be granted up to eight (8) hours without loss of pay to attend to matters within their bargaining unit related to the agreement between the Local of the Union and the Employer. Such leave shall only be in conjunction with Regional Union/Management Meetings as per Article 12 - Union/Management Committee and shall not exceed eight (8) hours in any given month. Notice of such leave shall be in accordance with Article 27.02 - Leave Without Pay for Union Business.

### 27.04 Leave of Absence for Full-Time Union/Public Duties/Professional Association

- a) An Employee who is elected, selected or appointed for a full-time position with the Union or any labour body with which the Union is affiliated shall be granted an unpaid leave of absence without loss of seniority for the term of office. Such leave may be renewed each year during the term of office.
- b) An Employee who is offered and accepts, selected or appointed to public office shall be granted unpaid leave of absence without loss of seniority for the term of public office.
- c) An Employee who is elected, selected or appointed for a full-time position with a Health Care professional association shall be granted an unpaid leave of absence without loss of seniority for the term of office. Such leave may be renewed each year during the term of office.

### 27.05 Bereavement Leave

Upon request, on the death of a family member, as herein defined, an Employee granted bereavement leave with pay from scheduled work and not to be deducted from the Employee's sick leave accumulation occurring between the date of death and two (2) days after the funeral as follows:

- a) Four (4) regularly scheduled consecutive working days in the event of the death of an Employee's spouse (including same sex), common-law spouse, parent, mother-in-law, father-in-law, grandchild, brother, sister, child, step child, or someone with whom they have had an equivalent relationship; fiancé and former guardian.
- b) Two (2) regularly scheduled consecutive working days in the event of the death of grandparents, great grandparents, spouse's grandparents, sister-in-law, brother-in-law, son-in-law, daughter-in-law, Indigenous Elder\* or any other

relative for whom an Employee is required to administer bereavement responsibilities; niece and nephew.

\*NOTE: An Indigenous Elder is designated as such by their Indigenous community.

- c) Where the Employee acts as an active pallbearer, the Employee shall be granted bereavement leave with pay, up to four (4) hours.

#### 27.06 Leave for Serious Illness

Where an Employee has primary care responsibilities, he/she shall be granted leave with pay for the serious illness of a member of the immediate family as defined in Article 27.05 - Bereavement Leave, up to a total of two (2) consecutive working days. Serious illness shall be defined as an emergent or life-threatening situation.

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

#### 27.07 Family Illness Leave

The purpose of Family Illness Leave is for the Employee to access time away from work, without loss of pay, in circumstances where a family member, as defined in Article 27.05 - Bereavement Leave is ill and requires the attention of the Employee.

Such time off will be deducted from the Employee's sick leave accumulation and shall not exceed two (2) regularly scheduled working days per year unless mutually agreed between the Employer and the Local of the Union.

#### 27.08 Leave for Pressing Necessity

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

The Employee may elect to use vacation, Designated Holiday or earned day off.

#### 27.09 Medical Care Leave

An Employee who is unable to make arrangements for personal preventative health care outside of scheduled work time shall be granted time off with pay. Such time off will be deducted from the Employee's sick leave accumulation and shall not two (2) regularly scheduled working days per year unless mutually agreed between the Employer and the Local of the Union.

On request, Employees 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.

**27.10 Parental Leave (Maternity, Paternity, Adoption)**

- a) An Employee who makes application for leave under this Article at least one (1) month in advance of the requested start date:
  - i) And who provides her immediate supervisor with a medical certificate certifying that she is pregnant and specifying the estimated due date is entitled to and shall be granted maternity leave for a period not exceeding eighteen (18) months.  
  
If an Employee's original request for maternity leave was less than eighteen (18) months, she shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed eighteen (18) months.  
  
Where in the opinion of the Employee's medical practitioner, a farther extension of the leave is necessary for medical reasons, such leave shall be extended.
  - ii) And who provides their immediate supervisor with proof of adoption of a child shall be granted Adoption Leave for a period not exceeding eighteen (18) months, which shall not commence prior to the date at which the child becomes available for adoption.
  - iii) An Employee who makes application for paternity leave at least one (1) month in advance of the commencement date shall be granted paternity leave for a period of up to eighteen (18) months duration. Paternity leave is in accordance with this Article.
- b) No Employer shall dismiss, or layoff, an Employee solely because he/she is pregnant or has applied for leave in accordance with subsection a) above.
- c) With fourteen (14) days' notice, an Employee may return prior to the expiration of the leave.
- d) An Employee returning from maternity leave shall be reinstated in the position with the hours of work in the department in which she was employed prior to going on leave. If her position is abolished during her leave, she shall be subject to layoff as if she had been occupying the position at the time of its abolition.
- e) An Employee unable to perform her regular duties, but able to perform other work, shall, where possible, be permitted to do so at the appropriate rate of pay for the position she is filling.

**27.11 Compassionate Care Family Leave**

Employees shall be granted a leave of absence without pay to ensure that they have access to the Federal Compassionate Care benefit program.

**27.12 Paid Jury or Court Witness Leave**

When an Employee is absent by reason of a summons to serve as a juror or a

subpoena to serve as witness, such Employee shall not suffer any loss of salary or wages while so serving. The amount paid by the Employer shall be the difference between the Employee's normal salary and the indemnity (exclusive of travel and sustenance) paid by the court.

#### 27.13 Educational Leave

An Employee shall be granted up to forty-eight (48) months unpaid leave for education leave, insofar as the regular operation of the facility or agency will permit. Except in extenuating circumstances, Employees shall give seven (7) days written notice. Persons on educational leave shall be eligible to apply for casual positions.

##### a) In Service Education/Staff Development

The Employer shall provide in a suitable location such reference materials as may be required in relation to maintaining up to date knowledge.

In service education, workshops and seminars will be provided within normal working hours whenever possible.

Where an Employee's attendance is required at an in service, seminar or workshop, outside normal working hours, the Employee shall be paid in accordance with the collective agreement.

##### b) Cardiopulmonary Resuscitation (CPR) Training and Recertification

i) Where an Employee's attendance is required at CPR training or recertification, the Employee shall be paid at straight time rates or be given equivalent time in lieu;

ii) When offered by the Employer, CPR training and recertification will be provided within the normal working hours wherever possible.

##### c) Tests and Examinations

No Employee shall suffer loss of pay while writing examinations or tests required by the Employer.

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

The Employer shall endeavour to provide paid professional development opportunities including but not limited to workshops, conferences, seminars, lectures and meetings.

##### d) Upgrading

An Employee may be given assistance by the Employer to attend specific courses, seminars, schools, etc. pertaining to the Employee's classification and job.

Participation in pertinent educational programs is encouraged by the Employer. Subject to adequate staffing levels being maintained, and upon the request of an Employee, the Employer may grant leave, with or without pay, to attend conferences, workshops, seminars or professional meetings covered job-related topics. Tuition costs, registration fees, or expenses incurred may be paid by the Employer concerned.

When the Employer requires the attendance of one or more Employees at a conference or workshop, or similar educational session, normal salary and benefits shall be continued for the scheduled workdays lost during that period of absence. In addition, all registration or tuition fees and reasonable and substantiated expenses related to the session shall be paid by the Employer.

e) **Professional Development**

In recognition of the mutual value of furthering education the Employer shall issue and make available to the Union a statement of its policy in respect to leaves of absence and any other assistance which it may make available to Employee(s) who desire to seek leave:

- i) for formal educational purposes
- ii) for professional development workshops.

**27.14 Notification of Return from Leave**

Notice of intention to return to work from or to request a change in the length of a general leave of absence (Article 27.01), education leave (Article 27.13), or parental leave (Article 27.10) must be forwarded to the Employer fourteen (14) days prior to the date of the return to work or expiration of a leave.

**27.15 Domestic/Intimate Partner Violence and Employee Safety**

- a) The Employer and the Union recognize that situations of violence or abuse in an employee's personal life can affect their attendance or performance at work. The parties further recognize that victims are often reluctant to disclose because of the stigma associated with domestic/ intimate partner violence and the fear of gossip, not being believed, job loss and other negative outcomes; that perpetrators are often skilled at hiding and rationalizing their abusive behavior; and that privacy arguments are often used to cover up violence that occurs in intimate relationships. For these reasons, the parties pledge their support to employees impacted by domestic violence and agree to the following:
  - i) An employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance was determined to be caused by an abusive or violent situation.
  - ii) Workers experiencing domestic/intimate partner violence shall be granted five (5) paid working days leave for attendance at appointments, legal proceedings and any other necessary activities. This leave will not be a part

of sick leave entitlements and may be taken as consecutive or single hours, without prior approval and may require short notice.

- iii) In addition to ii) above absences which are not covered by sick leave or disability insurance will be granted as absent with permission without pay not to exceed thirty (30) calendar days.

b) **Privacy, Confidentiality and Disclosure Information**

The Employer and the Union agree that requests and inquiries must be done carefully in order to balance the safety and privacy of the employee, and that privacy and confidentiality should be maintained to the furthest extent possible. As such, the parties agree to the following:

- i) Requests submitted under the terms of this Article will be treated as confidential by the Employer. All personal information concerning domestic violence will be kept confidential and no information will be kept on the employee's personnel file pertaining to the domestic violence situation without their express written permission.
- ii) Information will only be disclosed on a "need to know" basis to protect confidentiality while ensuring worker safety. The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or is required by law, or with the consent of the concerned employee.
  - a. The parties will not disclose more personal information than is reasonably necessary to protect workers from injury and will share information only with those who need to know.
  - b. Information will only be shared in potentially dangerous situations, for threat assessment, for safety planning and for the effective implementation of protective orders, such as limiting public access in certain circumstances.
- iii) The Employer will provide mechanisms for workers to report incidents and risks of domestic violence.

## **ARTICLE 28 - SICK LEAVE**

### **28.01 Definition of Sick Leave**

- a) Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled due to physical, mental or emotional illness.
- b) An Employee shall not be entitled to use sick leave credits because of an illness or disability covered and paid by the Workers' Compensation Board or for which Income Replacement benefits are paid under *The Automobile Accident Insurance Act*.

## 28.02 Accumulation of Sick Leave Credits

Employees shall accumulate one and one-quarter (1 ¼) days per month to a maximum of one hundred and ninety (190) days.

Other than full-time Employees, shall earn sick leave credits on a pro rata basis. Employees who have in excess of one hundred and ninety (190) days in their current sick bank will maintain those days, however; at any time they fall below one hundred and ninety (190) days the new maximum will be one hundred and ninety (190) days.

## 28.03 Deductions from Sick Leave Credits

- a) A deduction shall be made from accumulated sick leave credits for all normal working hours absent for sick leave.
- b) Casual Employees access to Sick Leave Credits & Bridge Benefit of the Disability Income Plan.

- i) Illness or Disability Not Known in Advance

- a. During the Posted and Confirmed Period

- For the first fourteen (14) calendar days calculated from the date of illness or disability, a casual Employee shall be eligible to access his/her accumulated sick leave credits, in accordance with Article 28 - Sick Leave, for all scheduled working hours as of the date of illness or disability. If the casual Employee's sick leave credits expire during this fourteen (14) calendar day period the casual Employee shall be eligible to access the Bridge Benefit of the Disability Income Plan in accordance with the terms of the Plan.

- b. Following the Posted and Confirmed Period

- After fourteen (14) calendar days calculated from the date of illness or disability, the casual Employee shall be eligible to access the Bridge Benefit of the Disability Income Plan in accordance with the terms of the Plan. No further deductions shall be made from that Employee's accumulated sick leave credits for same.

- ii) Illness or Disability Known in Advance

- Where a casual Employee knows in advance that he/she will be ill or disabled (e.g. scheduled surgery), the Employee shall immediately advise the Employer. It is acknowledged that the casual Employee will not be available for casual work during the period of incapacity and the Employer will not assign/offer the Employee any casual shifts for that period.

- a. Sick Leave to Occur within Posted and Confirmed Period

- Where the Employee is advised that the pending sick leave is to occur within the posted and confirmed period (i.e. within fourteen (14)

calendar days from date of becoming aware of the pending sick leave) the casual Employee shall be:

1. eligible for and offered Casual work, in accordance with Article 18.01 c) -Postings for Casual, from date of becoming aware of the pending sick leave to the day before the date of illness or disability;
2. eligible to access his/her accumulated sick leave credits, in accordance with Article 28 - Sick Leave, for all scheduled working hours as of the date of illness or disability, up to and including the fourteenth (14<sup>th</sup>) calendar day from the date of becoming aware of pending sick leave. If the casual Employee's sick leave credits expire during this period, the casual Employee shall be eligible to access the Bridge Benefit of the Disability Income Plan in accordance with the terms of the Plan;
3. eligible to access the Bridge Benefit of the Disability Income Plan in accordance with the terms of the Plan as of the fifteenth (15<sup>th</sup>) calendar day from the date of becoming aware of the pending sick leave. No further deductions shall be made from that Employee's accumulated sick leave credits for same.

b. Sick Leave to Occur Outside of the Posted and Confirmed Period

Where the Employee is advised that the pending sick leave is to occur outside the posted and confirmed period (i.e. more than fourteen (14) calendar days from the date of becoming aware of the pending sick leave) the casual Employee shall be:

1. eligible for and assigned/offered Casual work in accordance with Article 18.01 c) - Postings for Casual from date of becoming aware of the pending sick leave to the day before the date of illness or disability;
2. eligible to access the Bridge Benefits of the Disability Income Plan as of the date of illness or disability, in accordance with the terms of the Plan. No deductions shall be made from that Employee's accumulated sick leave credits for same.

For the purpose of the above, the terms of the Disability Income Plan shall permit casual Employees access to the Bridge Benefit even though that Employee may still have an accumulation of sick leave credits.

**28.04 Notification of Illness**

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

- b) The Employee shall inform the supervisor of the anticipated date of return to work and any limitations or restrictions.

#### 28.05 Proof of Illness

An Employee may be required to produce a certificate from a medical practitioner for any illness certifying that he/she was unable to carry out their duties due to illness. Such certificate shall be requested during the illness.

#### 28.06 Recognition of Social Illness

The Employer and the Local of the Union recognize that mental illness and chemical addictions are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as now applied for other health problems. Employees whose partner or a dependent family member is undertaking a rehabilitative program for alcoholism or chemical addiction may apply for vacation time or leave without pay to participate with his/her partner in such rehabilitative program.

It is recognized by both the Employer and the Local of the Union that it is the personal responsibility of the individual to accept treatment.

#### 28.07 Accommodation of Employees

##### a) General

Accommodation of Employees within the workplace is a shared responsibility between the Employer, the Union and the Employee.

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

In consideration of accommodating an Employee the following shall apply in the order listed below:

- i) Determine if the Employee can perform his/her existing job as it is;
- ii) If the Employee cannot, then determine if the Employee can perform his/her existing job in a modified form;
- iii) If the Employee cannot, then determine if he/she can perform another job in its existing form;
- iv) If the Employee cannot, then determine if he/she can perform another job in a modified form;
- v) If there are no positions within the bargaining unit that are available, consideration shall be given by the parties to pursue jobs outside of the bargaining unit.

Note: All options shall be considered when accommodating Employees. In such circumstances, the Employer and the Local of the Union may agree to waive certain provisions in this Agreement.

b) Medical Information

It will be the responsibility of the Employee returning to work to provide the Employer with medical evidence of the limitations associated with the disability.

The procedure to determine that an Employee is fit to perform the duties of his/her job or modified work must be made in such a way as to protect the confidentiality of the Employee's medical information, which shall be limited to:

- i) a prognosis for recovery, with or without limitation;
- ii) a clear opinion as to the Employee's fitness to return to work;
- iii) an opinion as to the Employee's fitness to perform the specific duties of his or her current job or the accommodation being considered;
- iv) how long any limitations may last.

c) Accommodation Meetings

The Employee and Union Representative who attend an accommodation meeting shall be released from duty without loss of pay.

28.08 Return to Work

Where the illness or disability prevents the full return of the Employee to the working environment, the Employer, Local of the Union and Employee shall meet to discuss referral of claim to Worker's Compensation Board or Disability Income Plan.

- a) Employees returning to work within the two (2) years will be reinstated to the position the Employee held prior to the commencement of the absence, except in cases of layoff unless the Employee is not capable of performing the duties of the position.

In the event the Employee is not capable of performing the duties of the position held prior to the commencement of the absence, the Employer and the Union will meet to discuss accommodation of the Employee into another position.

- b) Employees who have been absent from work for a period of two (2) years will have the circumstances of their absence reviewed at the end of the two (2) year period. Such review shall include both a medical review and a review by the Employer and the Union:
- i) if at the time of the review it is determined the Employee will be capable of returning to his/her position in the near future, the Employee will be granted a further leave of absence, the Employee's position will continue to be filled on a temporary basis and the Employee will be returned to their former position upon return to work;
  - ii) if at the time of the review it is determined the Employee will not be capable

of returning to their position in the near future, the Employee's position will be posted and filled permanently.

The Employee's name will be placed on a disability re-employment list and the Employee shall be accommodated if fit to return to work and/or may apply for vacancies when the Employee is fit to return to work.

Employees whose names are placed on the disability re-employment list shall not earn vacation credits, designated holiday pay, sick leave credits for the entire period.

#### **28.09 Graduated Return to Work**

The Local of the Union, the Employee and the Employer will meet to discuss the circumstances where the Employees are able to return to work on a graduated return to work program. Such discussions shall include possible modification in the workplace or work process to reduce or eliminate the length of the Employee's absence from their own position. The Employee shall have Local of the Union representation during this discussion. Should the modification be possible, the Employee shall be expected to return or continue working.

### **ARTICLE 29 - TUBERCULOSIS COMPENSATION**

#### **29.01 Compensation Payable**

People seeking employment will be categorized as follows:

- a) Persons showing no signs of previous Tuberculosis infection, as confirmed by negative tuberculin tests;
- b) Persons showing no clinical evidence of disease, but with positive tuberculin and negative chest x-ray findings;
- c) Persons showing evidence of inactive Tuberculosis and who have never required treatment for the disease;
- d) Persons showing evidence of arrested Tuberculosis;
- e) Persons showing clinical signs of active Tuberculosis (these will not be employed).

Persons falling in categories a), b) and c) will be eligible for compensation if they meet the conditions of the clause following:

An Employee who contracts Tuberculosis while in the employ of the Regional Health Authority shall be paid ninety (90%) percent of the salary the employee was receiving at the time they were declared unfit for duty. When an Employee is declared by a qualified Tuberculosis specialist to be fit for light or part-time work, they will remain on full compensation, unless light or part-time work can be assigned.

## 29.02 Compensation/Testing

- a) An Employee who requires testing away from home shall be compensated for all lost time and expenses including travel costs as per Article 34.06 - Reimbursement for Expenses.
- b) An Employee who has been requested by Management to be absent from their place of work pending investigation of the clinical signs of Tuberculosis shall receive full compensation in accordance with Article 29.01 - Compensation Payable during the period between the date that the Employee is first absent and the date that a conclusive diagnosis is made. The amount payable under this section may be increased to one hundred (100%) per cent of pay by charging the additional amount to the Employee's accumulated sick leave.

## 29.03 Compensation on Termination

An Employee whose services have been terminated for any cause and who within three (3) months of separation is diagnosed by a Physician as having Tuberculosis, shall be entitled to the above compensation and the salary rate shall be based on the salary he/she was receiving at the time his services were terminated.

The benefits of this provision may be extended for an additional three (3) months, provided that the former Employee concerned submits an x-ray plate taken within three (3) months after the termination of employment.

## 29.04 Duration of Compensation

Such compensation shall be paid until the Employee is declared fit for work by a physician on the staff of the Saskatchewan Anti-Tuberculosis Team.

## 29.05 Compensation Not Payable

- a) Those new Employees showing evidence of arrested Tuberculosis (category d) will not be eligible for compensation.
- b) Those new Employees showing evidence of inactive Tuberculosis who have never required treatment for the disease (category c) will not be eligible for compensation, if active Tuberculosis is discovered within the first twelve (12) months of their employment.
- c) No compensation will be paid to any Employee who is found within the first three (3) months of employment to have Tuberculosis, except persons showing no signs of previous Tuberculosis infection as confirmed by negative tuberculin tests.
- d) Compensation under this Article will not be paid to an Employee:
  - i) who on commencing employment or termination of employment, refuses to take a tuberculin test and/or x-ray;
  - ii) who has a negative tuberculin test and refuses to take a tuberculin test

every three (3) years during the terms of his/her employment;

- iii) who has a positive tuberculin test and refuses to take a chest x-ray every two (2) years during the terms of his/her employment;
- iv) who refuses to conform to the treatment plan prescribed by a qualified Tuberculosis specialist or designated General Practitioner; and,
- v) who fails to provide a written report or certificate from the Saskatchewan Anti-Tuberculosis Team every three (3) months.

#### 29.06 Sick Leave Credits

An Employee absent from duty due to the contracting of Tuberculosis under circumstances above, shall not have such absence charged against sick leave allowed under Article 27 - Sick Leave, except as provided under Article 28.02 - Compensation/Testing.

### ARTICLE 30 - WORKERS' COMPENSATION

#### 30.01 Workers' Compensation

When an Employee is injured in the performance of his/her duties or incurs an industrial illness during working hours, and the accident or illness is compensable under the provisions of the *Workers Compensation Act*, the Employer shall pay to the Employee an amount equivalent to his/her total gross earnings, inclusive of the Workers' Compensation Board payments, less an amount equal to his/her normal deductions for a period not to exceed one (1) year. In no event shall the amount received by the Employee be less than the amount remitted to the Employer by the Workers' Compensation Board.

The Workers' Compensation cheque shall be made payable to the Employer for the first year. For the purpose of determining total gross earnings for Employees, all earnings earned within the fifty-two (52) week period prior to the absence shall be considered and prorated in accordance with the length of absence.

Where the Employee's status has changed from Other Than Full-Time to Full-Time within the fifty-two (52) week period, the calculation of gross earnings will be based upon the period of time since the date of change to the Employee's status to the time the Workers' Compensation claim is initiated.

The following process will be followed until the claim is adjudicated:

- a) On the date of injury, the Employee will be paid sick time for all time lost;
- b) The Employee shall be granted an advance of regular wages, less normal deductions, pending initial adjudication of the claim;
- c) If the claim is not accepted by the Workers' Compensation Board, the time off taken by the Employee will be deducted from the available sick leave credits, If

the payments exceed the amount of sick leave credits available, the necessary adjustments will be made. The Employee may apply for Employment Insurance Benefits and/or Disability Income Plan Benefits;

- d) Upon the request of the Employee during the waiting period for Employment Insurance, the Employer shall advance the Employee's salary up to the value of the Employee's vacation credits or banked time.

Should the Employee's claim be allowed by Workers' Compensation, Disability Income Plan payments shall be recovered by EATONIA OASIS LIVING, INC. through the Workers' Compensation Board payments to the Employee. Recovery of any Employment Insurance Benefit will be the responsibility of the Employment Insurance Commission.

Employees absent as a result of a compensable accident or illness under this Article shall not earn Designated Holidays but for the first year shall accrue sick leave credits and vacation credits. However, vacation credits accrued during receipt of WCB benefits may only be accessed once such Employee has returned to regular employment outside the auspices of a graduated return to work program sponsored by the WCB.

At the request of the Employee, the Employer shall provide documentation of proof of Workers' Compensation payments made to the Employer on behalf of the Employee during any given year. To ensure that Employees have been paid correctly, a reconciliation shall occur at the conclusion of the claim or after one (1) year, whichever occurs first.

## **ARTICLE 31 - PAYMENT OF WAGES**

### **31.01 Salary Scale**

- a) The salary scale applicable to Employees shall be as set out hereinafter in Schedule A.
- b) Notwithstanding anything in this agreement to the contrary, any Employee now receiving a higher rate of pay than is called for under the wage schedule herein shall not have such higher rate reduced during the term of this Agreement unless negotiated otherwise or he/she is demoted.

### **31.02 Payment of Wages**

Employees shall be paid actual earnings on a bi-weekly basis.

### **31.03 Deductions**

- a) 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.
- b) On each pay day, each Employee shall be provided with an itemized statement of

his/her wages, overtime and other supplementary pay and deductions.

**31.04 Any Shortages in Pay**

Any shortage in pay resulting from the incorrect payment of wages shall be rectified as soon as possible.

**31.05 Overpayment**

Any overpayment in pay shall be rectified as soon as possible and be repaid at a rate agreed upon by the Employee affected, the Employer and the Local Union.

**ARTICLE 32 - INCREMENTS**

**32.01 Increments**

Employees shall be eligible for increments annually from their date of employment.

**ARTICLE 33 - BENEFITS**

It is agreed between the parties to the Collective Agreement that the following benefits shall be provided:

**33.01 Unused sick leave credits**

**a) Installation and Pay Out of Unused Sick Credits**

Employees shall continue to accrue sick leave credits in accordance with existing sick leave plans. Sick leave credits are used when Employees are sick for the first one hundred and nineteen (119) consecutive calendar days of any illness, at which time the Employee would apply for the Disability Income Plan if enrolled or to the federal Employment Insurance Plan. Any balance remains to the Employee's credit until the Employee returns to regular work.

**b) Bridge Benefit**

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

**c) Long Term Disability Benefits**

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

i) Definition of Disability

Disability will be defined as the inability of the Employee to perform the duties of his/her own occupation. After twelve (12) months of benefit payment, (effective January 1<sup>st</sup>, 1987 after twenty-four (24) months of benefit payment), the definition changes to the inability of the Employee to perform any occupation for which he/she is reasonably fitted by training, education or experience.

ii) Benefit Reduced by Canada Pension Plan or Workers' Compensation Board

The benefit will be reduced by any Canada Pension Plan or Workers' Compensation award. Any cost of living adjustment in the future to Canada Pension Plan will not serve to further reduce the benefit provided by the plan.

iii) Recurring Disability

Where an Employee has been receiving benefit from the Plan and has returned to work, should he/she subsequently become disabled within six (6) months from the same cause which created his/her original disability, he/she will not have to serve one hundred and nineteen (119) consecutive calendar days waiting period again before benefits recommence.

iv) Claims Continue to be Payable

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.

v) Pre-Existing Medical Condition

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

a. Between May 1, 1974 and June 30<sup>th</sup>, 1978 inclusive, a period of three (3) months.

b. After June 30<sup>th</sup>, 1978, a period of six (6) months.

c. The Union shall be notified by mail of any such cases that become apparent within two (2) weeks.

vi) Medical Questionnaire

If an Employee fails to enroll in the plan within thirty-one (31) days after the

date he/she becomes eligible to do so, he/she must complete a medical questionnaire for approval by the Plan Administrator.

vii) **Disabilities Excluded**

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

- a. For which the member is not under continuing medical supervision and treatment considered satisfactory by the Board;
- b. Caused by intentional self-inflicted injuries or self-induced illness while sane or self-inflicted injuries while insane;
- c. From bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country or participation in a riot;
- d. Which occurred during the commission or the attempt to commit an indictable offence under the Criminal Code for which the person is convicted or incarcerated;
- e. Experienced during the first year of membership which resulted from injury or illness related to any injury or illness for which medical attention was received during the six (6) months prior to the Employee becoming a member of the Plan. This limitation will only apply to Employees hired after June 30<sup>th</sup>, 1978 and is applicable to Long Term Disability benefits only;
- f. Which occurred during the period of cessation of work due to a strike, except that the benefit may be claimed to commence immediately following the end of the strike if the claimant is still qualified in accordance with all of the other terms of the Plan;
- g. If the claimant has established permanent residence outside of Canada.

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

d) **Recommencement of Waiting Period**

If the Employee returned to work during the one hundred and nineteen (119) consecutive calendar days waiting period, he/she will not be required to recommence the waiting period, unless the return to work has been more than ten (10) working days.

e) **Employee Benefit Statement**

Annually, the Employer shall ensure each member of the Disability Income Plan receives an Employee Benefit Statement from the insurance provider.

Such statement shall outline:

- Premiums paid by Employee members;
- Member's sick leave credits;
- Coverage under Group Insurance, Disability Income Plan and Pension.

f) **Pension Credits on Disability Income Plan**

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

g) **Disability Income Plan Coverage While on Leave**

Employees may apply for Disability Income Plan coverage while on leave of absence in accordance with the term.

h) **New Entries to Disability Income Plan**

All new entries to the Plan will abide by original rules established, on the Plan initiation.

**33.02 Dental Plan**

**Provision of Dental Plan**

The Employer shall provide a Dental Plan, the benefits of which shall be consistent with those contained in the Public Employees Dental Plan as at October 9<sup>th</sup>, 1985. Costs will be shared equally between the Employer and the Employees.

Contribution rates and/or proportions may be changed by mutual agreement between the Employer and the Union.

**33.03 Group Life Insurance**

The Employer will pay for the first ten thousand dollars (\$10,000.00) coverage under the EATONIA OASIS LIVING, INC. Group Life Insurance Plan. For all students, Group Life Insurance coverage shall be two thousand dollars (\$2000.00) as provided for by the EATONIA OASIS LIVING, INC. Group Life Insurance Plan.

**33.04 Pension Plan**

The Employer agrees to participate in the EATONIA OASIS LIVING, INC. Pension Plan and to comply with the terms and conditions of the Plan or maintain the existing Pension Plan that is currently in effect.

**33.05 Extended Health Plan and Enhanced Dental Plan**

The parties agree that an Extended Health Plan and Enhanced Dental Plan will be provided at a capped maximum of three point one per cent (3.1%) of straight time payroll per year.

The Employer will pay 1.55% on behalf of the employees.

The employees will pay 1.55% through payroll deduction.

Contribution rates and/or proportions may be changed by mutual agreement between the Employer and the Union.

**ARTICLE 34 - GENERAL**

**34.01 Indemnity**

The Employer agrees to indemnify and save harmless any Employee covered by this agreement for and against any liability incurred by the Employee by reasons of any actions taken by the Employee in good faith within the scope of his/her employment with the Employer.

**34.02 Personal Property Loss**

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

**34.03 Union Office**

The Employer agrees to provide the Local of the Union with office space (where possible), the size and location of which shall be discussed between the Local of the Union and the Employer.

**34.04 Bulletin Boards**

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

**34.05 Tools and Equipment Supplied**

The Employer shall supply, maintain and/or replace all tools and equipment which it deems necessary to Employees in the performance of their duties.

**34.06 Escort Duty**

Where the Employer requires and authorizes an Employee to escort a client being transported, such Employee shall be considered an Employee of the facility or agency and;

- a) Shall not lose regular earnings for the time spent in travel resulting from escort. Escort duties being counted as the time elapsed from leaving the facility or agency to return to the facility or agency.
- b) If an Employee should be required to attend the client for a period exceeding the normal hours of work, the overtime provisions of this Agreement shall apply.
- c) An Employee on escort duty shall be allowed reasonable expenses for meals and lodging as required on such an assignment. The Employer shall, upon submission of an expense claim, reimburse the Employee the cost of such meals and lodging.
- d) The Employer must include the establishment of an effective communication system that consists of:
  - i) radio communication;
  - ii) phone or cellular communication; or,
  - iii) any other means that provide effective communication.

**34.06 Reimbursements for Expenses**

- a) The Employee will be reimbursed for all substantiated expenses (where possible) incurred while performing required duties on behalf of the Employer. This includes, but is not limited to, reimbursement for work-related long-distance telephone calls, fax transmissions, postage, stationary and incidental parking. The Employer further agrees to assume the cost of dry cleaning of personal apparel for unforeseen work-related occurrences.
- b) Where an Employee is on authorized Employer business outside of their normal work area, Employees shall be allowed expenses on the following basis.

Accommodation: Hotel-actual and reasonable charges supported by a receipt.

Meals: Actual charges supported by receipts up to the following maximum amounts:

	In Province	Out of Province
Breakfast	\$7.00	\$10.00
Dinner	\$13.00	\$15.00
Supper	\$16.00	\$21.00

**Note:** The above rates include GST and meal gratuities.

**34.07 Rotation through Work Areas**

Where mutually agreed between the Employer and the Local of the Union, staff may rotate within the same classification through all areas within the facility/agency/service and cannot be unreasonably withheld.

**34.08 Employer Error**

Where the Employer directs the Employee to take time off in error, the Employer shall not penalize the Employee by deducting pay or vacation. When the Employee could have foreseen the Employer error, the onus will be on the Employee to notify the Employer of such error prior to taking the time off.

**34.09 Actions of Patients/Clients/Residents**

When Employees are required to use patient/client/resident help in the course of their duties, such Employees shall not be held responsible for acts committed by such patients/clients/residents.

**34.10 Transportation**

- a) Where an employee is requested and agrees to use their own vehicle for the Employer's business after normal travel to work and before travelling home from work, such Employee shall be paid 44 cents per kilometre with a minimum of \$3.50 round trip.
- b) Employees will not be requested, nor allowed to use their personal vehicle for transportation of goods or personnel where commercial licensing and insurance is required by law.

**ARTICLE 35 - NEW PROVISIONS**

- 35.01 All provisions agreed upon are effective the date of signing of the Collective Agreement unless specified otherwise.

**ARTICLE 36 - TERM OF AGREEMENT**

- 36.01 This Agreement, unless changed by mutual consent of the Union and the Employer hereto, shall be in force and effect from April 1, 2023 and after up to and including March 31, 2026, and from year to year thereafter unless notification of desire to amend be given in writing.
- 36.02 a) Notwithstanding the provisions of Article 36.01 above, this Agreement may be opened for the negotiation of benefits or the Schedule of Wages as contained in Schedule "A" in the event the funding agent grants an increase in funding for wages to the Employer. Either party intending to enter into such negotiations of wages and benefits shall be required to serve the other party with written notice of intent.

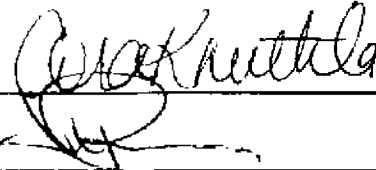
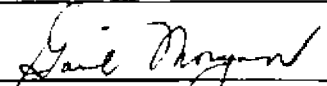
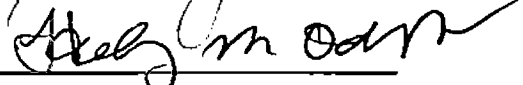
- b) It is understood and agreed that in such event all other provisions of this Agreement shall remain in full force and effect.

**SCHEDULE "A"**

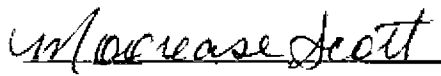
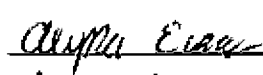
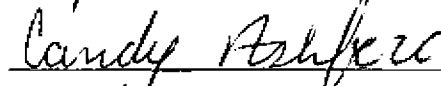

		April 1, 2023 3%	April 1, 2024 2%	April 1, 2025 2%
<b>Resident Care Aide</b>	<b>Step 1</b>	19.29	19.68	20.07
	<b>Step 2</b>	20.02	20.42	20.83
	<b>Step 3</b>	20.76	21.18	21.60
<b>Housekeeping/Laundry/ Special Care Aide (45/35/20)</b>	<b>Step 1</b>	16.51	16.84	17.18
	<b>Step 2</b>	17.15	17.49	17.84
	<b>Step 3</b>	17.80	18.15	18.52
<b>Food Services (Head Cook)</b>	<b>Step 1</b>	16.51	16.84	17.18
	<b>Step 2</b>	17.15	17.49	17.84
	<b>Step 3</b>	17.80	18.15	18.52
<b>Groundskeeper/ Maintenance (40/60)</b>	<b>Step 1</b>	18.14	18.50	18.87
	<b>Step 2</b>	18.82	19.19	19.58
	<b>Step 3</b>	19.55	19.94	20.34

The parties hereto have affixed their signature this 31 day of March, A.D., 2023

SIGNED ON BEHALF OF THE  
EATONIA OASIS LIVING INC.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4174

**LETTER OF UNDERSTANDING #2023-01**

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #4174

AND:

EATONIA OASIS LIVING, INC.  
Of Eatonia, Saskatchewan

**RE: 12-HOUR EXTENDED SHIFT AGREEMENT**

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THE PARTIES AGREE that the following terms and conditions apply to those Employees whom both parties have agreed may work the Extended Shift.

- 1) The extended shift is designed to provide Employees working such schedule with less days to work in a six (6) week period, to provide the Employee with no less than two consecutive days off, and to provide Employees with three weekends off within a six week rotation.
- 2) Should there not be agreement to extend the Extended Shift Schedule Employees shall revert to coverage under Article 23 - Hours of Work upon sixty (60) days' notice.
- 3) Each six (6) week period shall not exceed two hundred twenty-four (224) hours of work. The six (6) week period shall consist of eighteen (18) extended shifts and one (1) eight (8) hour shift.
- 4) Overtime shall be paid for all time worked in excess of twelve (12) hours or eight (8) hours whichever is being worked at the rate of time and one-half (1 ½ ) for the first four (4) hours and double time (2 x) thereafter.
  - a) Each extended shift of twelve (12) hours shall be inclusive of three (3) fifteen (15) minute rest periods.
  - b) Each extended shift of twelve (12) hours shall be exclusive of one (1) forty-five (45) minute meal break.
  - c) Each shift of eight (8) hours shall be inclusive of two (2) fifteen (15) minute rest periods and exclusive of one (1) thirty (30) minute meal break.
- 5) A weekend shall be defined as the consecutive hours between 0001 hours Saturday and 1200 hours Sunday.
- 6) No more than four (4) consecutive extended twelve (12) hour shifts shall be scheduled at any time. Deviation from this shall only be by mutual agreement between the Employer and the Employee.
- 7) Annual Vacations

The number of duty days off which an Employee receives under the extended shift

schedule pattern are to correspond exactly in hours to the duty days off on an eight (8) hour shift pattern.

8) Statutory Holidays

Statutory Holidays falling on an Employee's day off shall entitle the Employee to an eight (8) hour day off with pay.

Statutory Holidays off or days in lieu of Statutory Holidays shall be scheduled on an eight (8) hour shift.

All hours worked on a Statutory Holiday by an Employee on the extended shift schedule shall be paid at the rate of time and one-half (1 1/2) times. A day off in lieu of work on a Statutory Holiday shall be an eight (8) hour day.

9) Sick Leave

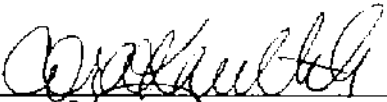

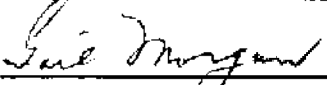
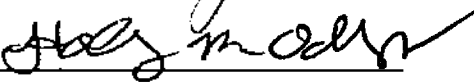
For the purpose of Extended Shifts, one (1) day of sick leave, accumulated or taken, shall be considered on the actual hours of shift schedule.

10) Shift Premium

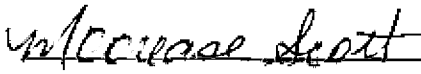
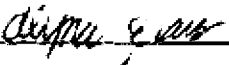
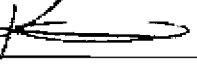
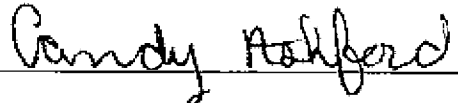
Shift premium as per Article 24 of the Collective Agreement will be paid for extended shift hours worked between 1500 hours and 0700 hours.

The parties hereto have affixed their signature this 31 day of March, A.D., 2023.

SIGNED ON BEHALF OF THE  
EATONIA OASIS LIVING INC.

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

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4174

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

**LETTER OF UNDERSTANDING #2023-02**

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #4174

AND

EATONIA OASIS LIVING, INC.  
Of Eatonia, Saskatchewan

RE: DIETARY POSITIONS (12-HOUR SHIFT)

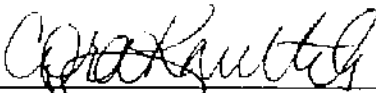

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The parties agree to the following:




- 1) That the 12-hour Dietary Positions will start and end at the following times 05:45 - 18:15.
- 2) The allotted break times are as follows:
  - a) Each extended shift of twelve (12) hours shall be inclusive of three (3) fifteen (15) minute rest periods.
  - b) Each extended shift of twelve (12) hours shall be exclusive of one (1) forty-five (45) minute meal break.
- 3) Based on these stated hours and break times the staff will be paid for 11.75 hours.

The parties hereto have affixed their signature this 31 day of March, A.D., 2023.

SIGNED ON BEHALF OF THE  
EATONIA OASIS LIVING INC.

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Sue May  
\_\_\_\_\_  
Steve M. Owen  
\_\_\_\_\_

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4174

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Candy Ashford  
\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #2023-03**

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #4174

AND

EATONIA OASIS LIVING, INC.  
Of Eatonia, Saskatchewan

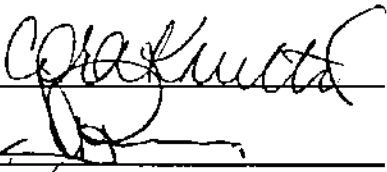
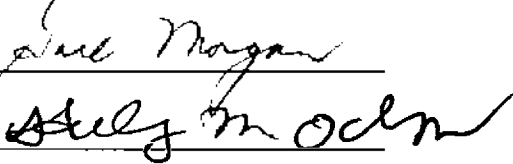
RE: BLENDED POSITIONS

The parties agree to the following blended positions:

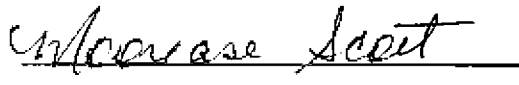
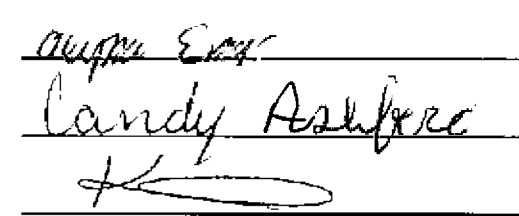
- 1) Housekeeping 45%  
Laundry 35%  
Nurse Aid 20%
  
- 2) Groundskeeper 40%  
Maintenance 60%

The parties hereto have affixed their signature this 31 day of March, A.D., 2023.

SIGNED ON BEHALF OF THE  
EATONIA OASIS LIVING INC.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4174

**LETTER OF UNDERSTANDING #2023-04**

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #4174

AND

EATONIA OASIS LIVING, INC.  
Of Eatonia, Saskatchewan

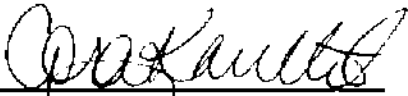

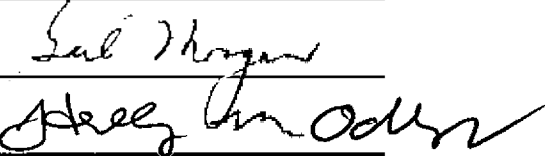
RE: LETTERS OF UNDERSTANDING

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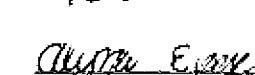

The parties agree that all existing Local Letters of Understanding shall remain in effect until such time as the parties reach agreement to amend any or all current Letters.

The parties hereto have affixed their signature this 31 day of March, A.D., 2023.

SIGNED ON BEHALF OF THE  
EATONIA OASIS LIVING INC.

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Paul Morgan  
\_\_\_\_\_  
  
\_\_\_\_\_

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4174

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Alyssa E. Cox  
  
\_\_\_\_\_  
Candy Ashford  
\_\_\_\_\_  
\_\_\_\_\_

NL:hldd/cope491

[https://cupe.sharepoint.com/sites/SaskatchewanStaff/Shared Documents/Locals/4174 Eatonia Oasis Living/Collective Agreements/2020-2021/CA\\_Local\\_4174\\_Eatonia\\_Oasis\\_Living\\_expiry\\_March\\_31\\_2023.docx](https://cupe.sharepoint.com/sites/SaskatchewanStaff/Shared Documents/Locals/4174 Eatonia Oasis Living/Collective Agreements/2020-2021/CA_Local_4174_Eatonia_Oasis_Living_expiry_March_31_2023.docx)