

COLLECTIVE AGREEMENT

BETWEEN

EAGLESTONE LODGE PERSONAL CARE HOME INC.

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1161**

CUPE / *Canadian Union
of Public Employees*

September 1, 2023 – August 31, 2026

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ARTICLE 1 – PREAMBLE AND DEFINITIONS

1.01 Preamble

The general purpose of this agreement is to establish and maintain collective bargaining relations between the employer and its employees and to provide orderly, prompt, and equitable disposition of grievances and for the maintenance of mutually satisfactory hours, wages, and working conditions.

1.02 Definitions

- a) A full-time employee is an employee who is regularly scheduled to work the full prescribed hours as stated in Article 13.01.
- b) A part-time employee is an employee who is regularly scheduled to work less than the full prescribed hours as stated in Article 13.01.
- c) A relief (casual) employee shall mean an employee who works on a call-in basis and is not regularly scheduled in advance.

A relief (casual) employee may be scheduled in advance under the following circumstances:

- i) replacement for illness, W.C.B., or D.I.P. of less than three (3) months;
 - ii) vacation replacement;
 - iii) paid holiday replacement;
 - iv) leave of absence of less than three (3) months; and
 - v) other available work which is three (3) months or less in duration.
- d) **The employer shall mean the board of directors of Eaglestone Lodge Personal Care Home Inc., or any agents authorized to act on its behalf.**

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

The union acknowledges that it is the right of the employer to manage the personal care home and to direct the working force, except as limited by the terms of this agreement.

ARTICLE 3 – TERM OF AGREEMENT

3.01 Term of Agreement

This agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after September 1, 2023, up to and including August 31, 2026, and from year to year thereafter unless notification of desire to amend or terminate be given in writing.

3.02 Open Period

Either party may, not less than sixty (60) days and not more than one hundred twenty (120) days before the expiry date hereof, give notice in writing to the other party to terminate this agreement or to negotiate a revision thereof.

ARTICLE 4 – SCOPE

4.01 Scope

The employer recognizes the union as the sole and exclusive bargaining agent for all employees of Eaglestone Lodge Personal Care Home Inc., except the administration manager and their relief, the administrative staff, continuing care aid manager, and nurses, unless mutually agreed otherwise by the union and the employer.

ARTICLE 5 – RECOGNITION

5.01 Recognition

The employer agrees to recognize the union as the sole bargaining agent for the employees covered by this agreement and hereby consents to negotiate with the union or its designated representatives in matters affecting the relationship between the parties to this agreement.

5.02 No Other Agreements

- a) No employee(s) shall be required or permitted to make a written or verbal agreement with the employer or its designated representatives which may conflict with the terms of this agreement.
- b) The union shall have the right to attend any management meeting with employees concerning matters affecting the relationship between the parties to this agreement.

5.03 Correspondence

All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the manager or designate and the union president or designate. The union shall be informed in writing about appointments, promotions, demotions, and approved leaves of absence.

ARTICLE 6 – UNION SECURITY

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, 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 Check-off

The employer shall deduct initiation fees, assessments, and monthly dues from the earnings of each employee. Such deductions shall be assessed from date of employment and remitted to the person designated by the union on or before the tenth (10th) day of the month following the month in which the deductions were made, accompanied by a list of names, changes in addresses, regular earnings, hours actually worked, and amounts deducted.

The union shall notify the employer, in writing, of the amount of dues to be deducted from the employees' wages not less than one (1) month before the effective date.

6.03 Dues Authorization

The union agrees to have all new employees sign the dues authorization cards within thirty (30) days of commencement of employment and shall furnish the employer with the cards.

6.04 Monthly Statements

The employer shall submit a monthly statement showing the names of employees appointed, promoted, demoted, and separated and the effective dates hereof, which shall be sent to the secretary-treasurer of the union. In the

case of each new employee, the list shall also show the employee's job classification.

6.05 Organizational Chart and Union Officers

- a) The employer agrees to place on the bulletin board(s) an organizational chart showing the administrative structure and the line of authority in the home, accompanied by an up-to-date list of persons in authority.
- b) The union shall annually supply the employer with an up-to-date list of representatives, officers, and stewards in writing. Changes shall be communicated to the employer in writing as soon as possible.

6.06 New Employees

- a) The employer agrees to acquaint new employees with the fact that the collective agreement is in effect.
- b) Within thirty (30) days of commencement of employment, the manager or designate shall introduce the new employee to a union steward or representative **and they** shall be given an opportunity to **meet** within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes. The steward or representative shall provide the employee with a copy of the collective agreement.
- c) The union shall be notified of the full name, position, and employment status (e.g., full-time, part-time, temporary, relief) start date and classification of all employees hired into the bargaining unit.

ARTICLE 7 – NON-DISCRIMINATION AND HARASSMENT

7.01 In accordance with all applicable legislation, the employer, **employees**, and the union agree that there shall be no harassment, discrimination, interference, restriction, or coercion exercised, practiced, or condoned by either party in the workplace.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Definition

A grievance shall be defined as any difference or dispute between the employer and any employee(s) or the union pertaining to any of the following:

- a) any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work, or working conditions of any employee or employees;
- b) any matter involving the interpretation or alleged violation of any provisions of this agreement.

8.02 Union Grievance

To provide an orderly process for settling a grievance, the union shall select the steward or officer and provide the name and contact information to the employer in writing at the time of filing such grievance.

8.03 Handling Grievances During Working Hours

A steward or officer of the union has the right to secure permission from the immediate supervisor to leave assigned duties for a reasonable period of time to discuss any grievance with the grievor and/or the appropriate representatives of the employer. Permission shall not be unreasonably withheld. Such steward or officer shall not suffer any loss of pay or other benefit for the time so spent.

8.04 Step 1 – Grievance

Grievances should be addressed as quickly as possible. Accordingly, employees, through the union, or the union itself, may refer any such grievance to their immediate supervisor within fourteen (14) days of the incident or cause for complaint. No grievance shall be considered or accepted which is presented after the time limit.

Any grievance submitted shall be in writing, signed by the grieving employee, and shall specify the article and section alleged to have been violated, the circumstances and the occurrence leading to the alleged violation, and the redress or adjustment requested. The steward or union officer may be accompanied by the aggrieved if the latter so wishes. The immediate supervisor shall give a written decision within ten (10) days.

8.05 Step 2 – Grievance to Manager

Failing satisfactory resolution of the grievance at Step 1, the steward or officer shall refer the matter to the manager or designate, in writing, within ten (10) days of having received the decision of the immediate supervisor.

The manager or designate shall discuss the grievance with the steward or officer within ten (10) days of receipt of the grievance and shall render a written decision within ten (10) days of the discussion.

Grievances arising from suspension and/or dismissal shall be initiated at the second step and shall be processed in accordance with the procedures outlined above.

8.06 Referral to Arbitration

Failing satisfactory settlement of the grievance in Step 2, the matter may be referred to arbitration by either party within fourteen (14) days, provided that if it is not so referred, the grievance shall be deemed to have been settled.

8.07 Procedure When Time Limits Expire

Failure on the part of the employer to reply within the prescribed time limits shall give the union the right to proceed to the next step. Should the union not proceed with the grievance in accordance with the timelines identified, the grievance shall be deemed to be abandoned and/or settled on the basis of the employer's last response.

8.08 Extension of Time

Time limits set out in Articles 8.04, 8.05, and 8.06 may be extended only by agreement in writing of both parties.

8.09 Investigation

Subject to maintaining **resident** care and obtaining the necessary permission, which shall not be unreasonably withheld, the parties may have the assistance of a reasonable number of employees concerned as witnesses. Reasonable arrangements will be made to permit the conferring parties to have access to any part of the employer's premises to view any working conditions which may be relevant to **the** settlement of the grievance.

8.10 Provision of Payroll Information

The employer agrees to provide all relevant payroll information concerning any grievance to the **officers** of the union upon request, with the written consent of the employee or employees concerned.

8.11 Initiation of Special Meetings

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

8.12 Meeting Notification

The local of the union and the employee shall, whenever reasonable, receive advance notification of any meeting related to the employee's conduct. The notice provided shall include information pertaining to the purpose of the meeting without getting into specifics.

The employee shall have the right to have an executive member or shop steward to attend the meeting with no loss of pay.

ARTICLE 9 – ARBITRATION

9.01 Board of Arbitration

Where a grievance is referred to arbitration, the parties shall first attempt to agree to a single arbitrator. In the event that the parties are unable to agree to a single arbitrator within twenty-eight (28) days of the grievance being referred to arbitration, a board of arbitration shall be established in accordance with *The Saskatchewan Employment Act*.

9.02 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.

9.03 Decision

The decision of the arbitrator or arbitration board, as the case may be, shall be final and binding on the parties, and there shall be no lockout by the employer and no stoppage of work by the union because of the grievance being arbitrated.

9.04 Guidelines

The arbitrator or arbitration board shall, in making a decision, give effective recognition to what is just and reasonable in the circumstances of the case and shall consider the interest of both parties in rendering its decision. However, the arbitrator or arbitration board shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

ARTICLE 10 – SENIORITY

10.01 Accumulation of Seniority

Seniority shall be defined as the length of an employee’s service in the bargaining unit. Seniority shall be accumulated in hours calculated from the date the employee last entered the service of the employer. An employee shall earn seniority for:

- a) all actual hours worked, excluding overtime;
- b) annual vacations;
- c) paid holidays;
- d) all paid leaves;
- e) any authorized unpaid leave up to thirty (30) calendar days at one time;
- f) consecutive time off while receiving benefits under the *Workers’ Compensation Act* for a maximum of two (2) years;
- g) union leave granted under Article 16.06 or 16.07;
- h) maternity, parental, or adoption leave;
- i) consecutive time off while receiving benefits under the Disability Income Plan for a maximum of two (2) years and one hundred nineteen (119) calendar days; and
- j) leave granted for a union position under Article 16.07 not to exceed one (1) year.

In the case of part-time and relief employees on maternity, adoption, or parental leave, seniority shall accrue based on the following formula:

$$\frac{\text{Hours of seniority accumulated during the previous 52 weeks}}{52} = \text{seniority hours per week of leave}$$

10.02 Seniority List

The employer agrees to post an up-to-date seniority list in January and in July of each year. The list shall include the date the employee last entered the service of the employer. Upon proof of error, the employer shall immediately revise the seniority list. Copies of the seniority list and revisions thereof shall be forwarded to the union simultaneously.

10.03 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;
- b) resigns in writing;
- c) fails to notify the employer of the employee's intention to return to work within ten (10) calendar days following a lay-off and after being notified by mail to do so, unless through sickness or other just cause deemed acceptable to the employer. It is the employee's responsibility to provide the employer with their current address;
- d) is continuously laid-off in excess of twelve (12) months;
- e) retires from the employ of the employer;
- f) works in an out-of-scope position in excess of six (6) months;
- g) is a casual or relief employee who has had opportunities but has not worked for one (1) month;
- h) is absent from work without authorization for two (2) shifts; **or**
- i) **is absent due to illness for more than two (2) years, unless the employee has provided medical evidence satisfactory to the employer that confirms that their prognosis is that they will be able to return to work in a reasonably foreseeable future.**

10.04 Probation Period

Newly hired employees shall be on probation for a continuous working period of eighty (80) shifts actually worked. The employer may extend the probationary period for an additional forty (40) shifts and the employee and union shall be advised of the reasons for the extension. During the probation period, employees shall be entitled to all rights and benefits of this agreement, except with respect

to discharge only for reasons of unsuitability. Employees so discharged shall be advised in the presence of a shop steward. After completion of the probation period, seniority shall be effective from the last date of employment.

ARTICLE 11 – VACANCIES AND NEW POSITIONS

11.01 Job Posting

When a vacancy occurs or a new position is created inside the bargaining unit, the employer shall notify the union in writing and post notice of the position on all bulletin boards for a minimum of seven (7) **days** so that all employees will be allowed the opportunity to make application within the posted period.

11.02 Information in Job Postings

A job posting shall contain the following information:

- a) job classification;
- b) status (full-time/part-time, or relief)
- c) required qualifications;
- d) shifts, including actual hours, which may be subject to change;
- e) pay grade;
- f) number of shifts per rotation;
- g) summary of duties; and
- h) date of posting.

A copy of the job posting will be provided to the union.

11.03 Role of Seniority in Promotions and Transfers

Both parties realize:

- a) the principles of promotion within the service of the employer;
- b) that job opportunity should increase in proportion to length of service.

However, in making staff changes, transfers, reclassifications, or promotions, appointment of the applicant shall be based on qualifications, knowledge, skill, and abilities required to perform the duties for the position to be filled. Where more than one applicant possesses the required qualifications, knowledge, skill, and ability, the most senior applicant will be awarded the position. Whenever possible, appointments from the bargaining unit shall be made within two (2) weeks of the closing date of the posting and the name of the successful applicant shall be posted on the notice board.

11.04 Trial Period on Promotions and Classification Transfers

- a) In cases of promotion or classification transfers, the successful applicant shall be allowed a trial period of three (3) months from the date of appointment. The employee shall be confirmed in the new position after the trial period. In the event the successful applicant is unsatisfactory in the position during the trial period, or if the employee so wishes, the employee shall be returned to the employee's former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary rate and without loss of seniority. In extenuating circumstances, the trial period may be extended for a maximum of one (1) month by the employer. A trial period shall not apply to transfers within the same classification.
- b) Successful applicants shall be provided with a sufficient orientation period of not less than one (1) shift. Dependent on the employer's evaluation of progress, up to two (2) additional shifts may be provided.

11.05 Working at Higher Paid Classification

An employee temporarily assigned to perform duties of a higher paid classification **for one (1) or more shifts** shall be advanced in the higher pay grade to that step in the salary scale, which is next higher than the current salary rate, for all hours so worked in the higher classification.

11.06 Creation of New Positions and Classifications

New positions or reclassification of any existing positions within the scope of this agreement that may be established shall be subject to negotiations between the union and employer. The employer reserves the right to set an interim rate of pay and to fill the position pending the conclusion of such negotiations.

11.07 Performing Duties of a Lower Paid Classification

When an employee is required by the employer to perform temporarily the duties of a lower-paid classification or position, the employee shall not suffer any reduction in earnings.

11.08 Demotion

When an employee is demoted, the employee's anniversary date shall not change, **and** the rate of pay shall be reduced to the rate of pay in the new classification, which is next below the employee's present rate of pay.

11.09 Pay Upon Promotion

The salary of an employee promoted to a higher classification shall be advanced to that step in the scale which is next higher than the current salary rate or to the step which is next higher again if the salary increase, which would result from the advance of a single step, is less than the employee's next normal annual increment in the old range.

11.10 Temporary Assignments

When temporary work of a duration of three (3) months or longer exists, the assignment shall be posted and filled in accordance with Articles 11.01, 11.02, and 11.03:

- a) When the temporary work becomes redundant, the employee shall be returned to **their** former position.
- b) Should the temporary assignment subsequently become a permanent position, it shall be posted and filled in accordance with Article 11.
- c) The employer agrees to review with the union all temporary assignments which exceed one (1) year in duration to determine if the position should be posted as a vacancy.
- d) No temporary assignment shall exceed two (2) years and one hundred nineteen (119) consecutive calendar days.

11.11 Transfer from Full-Time or Part-Time to Casual

Upon mutual agreement between the employer and the union, employees wishing to transfer from full-time or part-time employment to relief (casual) employment shall be allowed to do so without severing their employment with the employer. Employees wishing to transfer shall provide at least two (2) weeks written notice, and upon written agreement of the employer, they shall retain and

accrue seniority rights and accumulated benefits (subject to terms of **this agreement and the benefit** plan documents).

11.12 Part-Time/Relief Employees Assignment of Relief Work

When relief shifts are available, the following shall apply:

- a) All part-time and relief employees must be available for all shifts (days, evenings, and nights) including two (2) weekends per month.
- b) Employees shall submit the specifics of their availability for relief shifts (days of the week and shifts, number of hours, number of shifts) utilizing a four (4) week rotation. Employees will have until the **fourteenth (14th)** day of the current rotation to indicate their availability for the upcoming rotation in writing to the employer. Employees failing to submit their availability by the **fourteenth (14th)** of each month shall mean they are available for all shifts.
- c) The employer shall assign or call the senior qualified employee for shifts they have indicated they are available for as shifts become available, utilizing a four (4) week rotation.
- d) A four (4) week rotation schedule will be posted by the employer on or before the **twenty-first (21st)** day of the current rotation, listing shifts assigned for the following four (4) week rotation. Employees shall be responsible for checking the posted rotation schedule for assigned shifts and identifying any approved trades.
- e) Employees who have submitted their availability by the **fourteenth (14th)** day of the current rotation may amend their availability for unassigned shifts either in writing or by phone followed up in writing.
- f) "Available," as it is used in this clause, means that employees shall work shifts previously scheduled and shall not pick up shifts that require payment of overtime or that otherwise conflict with the provisions of Article 13.
- g) When the employer is filling shifts that have become available within forty-eight (48) hours, the employer shall call the senior employee based on the availability indicated. Where no employee has indicated they are available, the employer shall text or telephone the most senior employee and move down the list. It is the employee's responsibility to provide one (1) current and primary phone number and, if necessary due to limited mobile phone coverage, one (1) secondary number to the employer for notification and assignment of unscheduled relief work. Employees shall indicate at the time of the notification if they are available for other shifts that day.

- h) When the employer is filling shifts that have become available within twenty-four (24) or less hours, the employer shall call the senior relief employee based on the availability indicated. Where no relief or part-time employee has indicated they are available, the employer shall text or telephone the most senior relief and then part-time employee and move down the list. If there is no immediate personal response to such call, the shift shall be offered to the next senior employee on the list. Where no relief or part-time employees are available, the employer shall attempt to contact the most senior full-time employee and move down the list. It is the employee's responsibility to provide one (1) current and primary phone number and, if necessary due to limited mobile phone coverage, one (1) secondary number to the employer for notification and assignment of unscheduled relief work. Employees shall indicate at the time of the notification if they are available for other shifts that day.
- i) Once a shift is assigned based on the specified availability, the employee cannot refuse, cancel, or fail to report for such shift without providing a valid reason in writing as determined by the employer. Any employee who cancels or fails to report for a shift shall be placed on the bottom of the relief list until a discussion has occurred with the employer, employee, and the union to review the matter. If the employee fails to offer a valid reason, they shall remain at the bottom of the relief call list for a period for two (2) four (4) week rotations. If an employee cancels or fails to report for two (2) shifts without a valid reason, they shall be deemed to have abandoned their position and terminated.
- j) The employer reserves the right to change or cancel a relief employee's scheduled shift(s). If such shift(s) are cancelled without twenty-four (24) hours notice, the employee shall be paid their regular earnings for any shift(s) cancelled within twenty-four (24) hours. A part-time employee who is working relief hours outside their scheduled part-time rotation and has the extended hours cancelled, they shall return to their part-time schedule.

ARTICLE 12 – LAY-OFFS AND RECALLS

12.01 Role of Seniority in Layoffs

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

Before notice of lay-off is given, the employer shall meet with the union to ensure the protection of employee(s) seniority rights.

Employees' seniority, for the purpose of lay-off or displacement, shall be the seniority effective the date that notice is issued. An up-to-date seniority list shall be made available to the union and shall be made accessible to the employee.

When reducing staff, senior employees shall be retained, providing they are able and qualified to do the work.

The employer shall serve notice of lay-off to the least senior employee(s) in the affected position(s) within the classification and department where the reduction is required.

12.02 Notice of Lay-off

Notice of lay-off shall be in accordance with *The Saskatchewan Employment Act*.

If the employee laid off has not had the opportunity to work **their** 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 other than those normally connected with the classification in question.

After the employee has received lay-off or the displacement notice, the employer and the union shall, within forty-eight (48) hours, in order of seniority, arrange a private interview with each employee to explain the various alternatives which shall include, but not be limited to, the following:

- a) to exercise their seniority rights in accordance with Article 12.03;
- b) to accept the reduced hours of work (if applicable);
- c) to accept lay-off and be placed on recall;
- d) to resign;
- e) to retire (if applicable).

The employee will be provided with reasonable and sufficient information which will include work schedules in effect at that time, job descriptions, worksite tours, and meetings with the department head or designate if required. The employee shall be allowed to have a union representative present. Provided that all alternatives have been explained (i.e., sufficient information has been provided), the employee will have up to seventy-two (72) hours from the conclusion of the meeting (exclusive of weekends and paid holidays) to make an election. This period may be extended by mutual agreement.

12.03 Displacement of Employees

A laid-off or displaced employee may exercise seniority, subject to the following:

- a) The employee shall choose a classification in a department of **their** choice (including departmental unit if vacancies and new positions are posted by departmental unit) in which **they** wish to exercise **their** seniority.
- b) The employee shall choose to exercise **their** seniority into either a full-time or part-time position within the classification specified in a) above, provided **they have** the necessary qualifications and ability to perform the work.
- c) The employee shall displace the least senior employee in that classification whose work schedule (e.g. days, evenings, nights, Monday to Friday shifts, rotational shifts, hours of work per shift, number of shifts worked) is relatively equal to **their** own.
- d) The employee may choose to displace into a higher-paid classification, lower-paid classification, or into a classification within the same pay range.

12.04 Recall Procedure

Employees laid off in accordance with Article 12.01 shall be returned to work in positions for which they are qualified in order of seniority. No new employees shall be hired until those laid off have been given the opportunity of recall. This recall shall not preclude the application of Articles 11.01, 11.02, 11.03, 11.04, and 11.12. Employees being recalled from lay-off shall be notified by registered mail addressed to the last known address of the employee concerned. It shall be the responsibility of the laid-off employee to keep the employer advised of their current address. If the employee fails to do so, the employer shall not be responsible for failure of a notice sent by registered mail to reach the employee.

12.05 Continuation of Benefits

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

12.06 Grievances on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at **Step 2** of the grievance procedure.

ARTICLE 13 – HOURS OF WORK AND PREMIUMS

13.01 Hours of Work

- a) The normal hours of work for housekeeping shall be seven and a half (7½) hours per day, and an average of seventy-five (75) hours over a two (2) week period may be worked excluding a one-half (½) hour unpaid meal period.

Upon mutual agreement, flexible work schedules may be established in the interest of client care and operational efficiency. Such schedules shall not exceed twelve (12) hours per shift or one hundred sixty-eight (168) hours in a four (4) week period.

- b) The normal hours for full-time **hostel service aides** and cooks shall be up to twelve (12) hours per day and one hundred sixty-eight (168) hours in a four (4) week period.
- c) **The normal hours of work for the designated activity/cook worker will be eight (8) hours per day, and an average of eighty (80) hours over a two (2) week period may be worked excluding a one-half (1/2) hour unpaid meal period.**
- d) **Subject to operational needs, employees not scheduled to work a statutory/paid holiday may submit a written request to the manager at least seven (7) days in advance to switch a statutory/paid holiday to an alternate day to be taken within the pay period of the statutory/paid holiday at no additional cost to the employer.**

13.02 Rest and Meal Periods

- a) One (1) rest period of fifteen (15) minutes shall be allocated by the employer for each employee working a shift of more than three (3) hours (exclusive of meal period).
- b) Two (2) rest periods of fifteen (15) minutes each shall be allocated by the employer as near as possible to midway each half of the respective shift for each employee working a shift of at least seven (7) hours (exclusive of meal period).
- c) One (1) unpaid meal period of one-half (½) hour shall be scheduled for each employee working a shift of at least five and one-half (5½) hours (exclusive of meal period).
- d) One (1) paid meal period of one-half (1/2) hour shall be scheduled for each employee working an evening or night shift of at least five and one-half (5 ½) hours (exclusive of the meal period).

- e) Twelve (12) hour extended shifts shall include two (2) rest periods and one (1) meal break totalling no less than sixty (60) minutes, inclusive of the twelve (12) hour scheduled shift and one (1) additional unpaid meal break of one-half (1/2) hour, exclusive of the twelve (12) hour scheduled shift.

13.03 Meals Supplied

The employer shall supply meals and rest period beverages to all employees at a reasonable cost. The employee shall have the option if they wish to participate in this or to provide their own meals and beverages.

13.04 Reporting Pay Guarantee

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

13.05 Expanding of Hours

By mutual agreement between the parties, the hours of work of a position may be expanded on a regularly scheduled basis.

13.06 Work Schedules and Shift Trades

Whenever possible, provisional work schedules shall be posted twenty-eight (28) calendar days in advance. Work schedules shall be confirmed and posted in a place accessible to all employees no less than **seven (7)** calendar days in advance.

Employees shall have the right to exchange shifts only with the prior written authorization from **management** at least seven (7) days in advance whenever possible. Deviation from the posted schedule which results from such authorized trades shall not be subject to overtime.

13.07 Deviation from Posted and Confirmed Schedule

Deviation from the posted and confirmed schedule shall be only by mutual agreement with the employee affected. If there is no mutual agreement, the employee will work the scheduled day or days off and receive the premium pay referred to in Article 13.13.

13.08 Consecutive Days Off

All employees shall have at least two (2) regularly scheduled consecutive days off in every seven (7) day period or as mutually agreed by the parties to this agreement.

13.09 Rest Periods Between Shifts

Failure to provide at least eight (8) hours rest between shifts shall, except as mutually agreed otherwise between the parties to this agreement, result in payment of overtime at established rates for any hours worked during such rest period(s).

13.10 Weekends Off

Whenever possible, all employees shall have at least one (1) weekend off in every three (3) week period. Insofar as possible, within established staffing patterns, employees will be scheduled for weekends off on an equitable basis. A weekend shall mean 0001 hours Saturday to 2400 hours Sunday unless otherwise mutually agreed between the parties. Notwithstanding the above, part-time and relief employees may work additional weekends at regular rates of pay.

13.11 Shift, Weekend, and Medication Dispensing Premiums

Employees who work between **19:00** and **07:00 hours** shall be paid a shift premium of one dollar **and fifty cents** (\$1.50) per hour. Shift premium shall not apply to overtime hours worked.

A weekend premium of fifty cents (\$0.50) per hour shall be paid for each hour worked by an employee on each shift where the majority of hours of the shift fall between 0001 Saturday and 2400 Sunday. When an employee is receiving overtime pay, weekend premiums will not apply.

Employees who are qualified and assigned to perform administration of medications during a portion of their shift shall receive a premium of one dollar **and seventy-five cents** (\$1.75) for evening medication pass (for a minimum of two (2) hours) and two dollars **and fifty cents** (\$2.50) for day medication pass (for a maximum of nine (9) hours) for all hours worked performing the administration of medications to the nearest half-hour. Shift premiums shall not apply to overtime hours worked.

13.12 Overtime Rates

- a) All hours worked in excess of normal hours of work, as stated in Article 13.01, shall be paid at one and one-half (1½) times the employee's regular rate of pay for the first four (4) hours and double (2x) time thereafter and all such time must be authorized in advance of being worked by the employer except in life-threatening and rare emergency situations.
- b) Full-time employees required to work their scheduled day or days off shall be paid overtime at double (2x) their regular rate of pay for all hours so worked.

13.13 Assignment of Overtime

Employees will not be required to work overtime against their wishes when other qualified employees within the work unit are willing to perform the required work.

Where no employees are available, the junior qualified employee shall be assigned to do the work and shall be paid at the rate of double (2x) the regular rate of pay for all hours so worked.

ARTICLE 14 – PAID HOLIDAY

14.01 Paid Holidays

The employer recognizes the following as paid holidays:

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

In addition to the above, employees may elect to recognize either Easter Monday or National Day for Truth and Reconciliation as a paid holiday, and any other day proclaimed as a paid holiday by the provincial or municipal government. A civically declared paid holiday in lieu of any of the above-named holidays shall not be considered as a paid holiday.

14.02 Christmas or New Year's Day Off

Except under extenuating circumstances, an employee shall have at least Christmas or New Year's Day off.

14.03 Pay for Work on a Paid Holiday

Except as otherwise provided in this agreement:

- a) A full-time employee who is required to work on the above paid holidays shall:
 - i) receive pay at the rate of one and one-half (1½) times the regular rate and another day off with pay at a mutually agreed time within that four (4) week period in which the paid holiday occurs; or

- ii) if mutually agreed between the employee and the employer, receive pay at the rate of two and one-half (2½) times the regular rate of pay.
- b) A full-time employee who is not required to work on the above paid holidays shall receive pay equal to one (1) regular day's pay.
- c) All other employees who are required to work on the above paid holidays shall receive pay at the rate of one and one-half times (1½) the regular rate and paid holiday pay in accordance with the formula in d) below.
- d) All other employees who are not required to work on the above paid holidays shall receive paid holiday pay based on the following formula:

$$\begin{array}{r}
 \text{Number of hours} \\
 \text{eligible for} \\
 \text{entitlement in the} \\
 \text{immediately} \\
 \text{preceding four (4)} \\
 \text{week period} \\
 \hline
 20
 \end{array}
 \times
 \begin{array}{r}
 \text{Employees'} \\
 \text{hourly rate of} \\
 \text{pay}
 \end{array}
 =
 \begin{array}{r}
 \text{Paid holiday} \\
 \text{pay}
 \end{array}$$

Hours eligible for entitlement shall mean all regular hours worked, hours of paid vacation, hours of paid sick leave, hours of paid holiday pay, hours of any other paid leave, and hours absent for approved leave under Article 16.06.

14.04 Compensation for Paid Holiday Falling on a Scheduled Day Off

When a paid holiday falls on a full-time employee's scheduled day off, the employee shall elect to receive either paid holiday pay calculated in accordance with Article 14.03 or equivalent time off with pay. Such time off will be taken at a mutually agreed time within that four (4) week period in which the paid holiday occurs.

14.05 Payment for Sickness on Scheduled Paid Holiday

Employees scheduled who work on a paid holiday but who are unable to work in accordance with Article 17.01 shall be paid in accordance with Article 17.03.

ARTICLE 15 – VACATIONS

15.01 Annual Vacation

All employees shall be entitled to:

- a) time off for annual vacation of **three (3), four (4), five (5), or six (6) weeks** dependent upon the employee's continuous employment; and
- b) vacation pay calculated in accordance with Article 15.04 and 15.05.

15.02 Time Off for Annual Vacation

As of January 1 of the current vacation year, employees continuously employed for:

- a) less than five (5) years are entitled to three (3) weeks time off for annual vacation;
- b) five (5) years or more but less than sixteen (16) years are entitled to four (4) weeks off for annual vacation;
- c) sixteen (16) years or more but less than twenty-nine (29) years are entitled to five (5) weeks off for annual vacation;
- d) twenty-nine (29) years or more are entitled to six (6) weeks time off for annual vacation.

15.03 Vacation Year

Vacation year means the twelve (12) month period commencing on the first (1st) day of January in each calendar year and concluding on the thirty-first (31st) day of December of the same calendar year unless prior agreement provided alternate dates. Employees shall be entitled to annual vacation credits earned during the calculation period but taken in the following year.

15.04 Vacation Credits

All full-time employees, except as otherwise provided in this agreement, shall earn vacation credits on the following basis:

- a) during the first (1st) and subsequent years, including the fifth (5th) year of continuous employment, fifteen (15) working days (one hundred twelve and one-half (112½) hours) per year;

- b) during the sixth (6th) and subsequent years, including the sixteenth (16th) year of continuous employment, twenty (20) working days (one hundred fifty (150) hours) per year;
- c) during the seventeenth (17th) and subsequent years, including the twenty-ninth (29th) year of continuous employment, twenty-five (25) working days (one hundred eighty-seven and one-half (187½) hours) per year;
- d) during the thirtieth (30th) and subsequent years of continuous service, thirty (30) working days (two hundred twenty-five (225) hours) per year.

All other employees shall earn vacation credits on the following basis:

$$\frac{\text{Number of hours eligible for entitlement}}{\text{Full prescribed hours per year}} \times \text{benefit} = \text{vacation credits}$$

NOTE: Hours eligible for entitlement shall mean all regular hours worked, hours of paid vacation, hours of paid sick leave, hours of paid holiday pay, hours of any other paid leave, and hours absent for approved leave under Article 16.06.

Continuous employment shall be calculated from the last time the employee received an increase in the vacation credit benefit (e.g. the date the vacation credit benefit changed from three (3) weeks to four (4) weeks.)

15.05 Vacation Pay

Vacation credits shall be paid out at the employee’s current rate of pay.

Employees shall receive vacation pay on regular paydays.

Relief employees shall receive vacation pay on each payday.

15.06 Choice of Annual Vacation Dates

In February of each year, the employer shall post notice that employees may submit annual vacation requests.

Annual vacations shall be regulated on a mutually agreed basis. In cases of disagreement, seniority shall govern in the department. Employees shall indicate their choice by April 15. However, employees who do not request annual vacation before April 15 shall forfeit their right to use seniority. After this date, vacation dates shall be governed on a first-come basis.

The vacation schedule shall be confirmed and posted no later than May 1.

15.07 Unbroken Vacation Period

An employee shall be entitled to receive vacation in a broken or unbroken period as mutually agreed upon between the employee and the employer.

15.08 Approved Absence During Vacation

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

- a) is granted bereavement leave, or
- b) is granted other approved leave of absence, or
- c) granted sick leave for a duration of two (2) days or more; a medical certificate substantiating proof of illness will be required,

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

15.09 Work During Vacation

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

15.10 Vacation Pay on Termination or Retirement

An employee terminating employment at any time in the vacation year before the employee has had vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

15.11 Carry Over of Vacation

Insofar as the regular operation of the home permits, an employee with three (3) years' service shall be entitled, upon written request, to carry over five (5) days' vacation. Eligibility for this carry-over shall reoccur at subsequent three (3) year intervals from the last time of exercising the request.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 General Leave of Absence/Education Leave

An unpaid leave of absence may be granted to an employee insofar as the regular operation of the home will permit and provided the employee furnishes a valid reason for requiring such leave. Except in extenuating circumstances, all requests for a leave of absence must be submitted at least fourteen (14) calendar days in advance.

Request for a leave of absence shall be made in writing to the manager or designate.

An employee granted a leave of absence under Article 16.01 shall not earn sick leave credits, annual vacation credits, or paid holiday pay for the entire period granted but shall accumulate seniority for a leave of absence less than thirty (30) calendar days at one time.

16.02 Paid Bereavement Leave

Employees shall be granted leave without loss of pay and benefits for their scheduled hours of work in the case of death, or the imminent death, of a parent, grandparent, spouse, common-law-spouse, fiancé, brother, sister, child, equivalent step relationships, mother-in-law, father-in-law, and grandchild. Such leave shall be for up to **four (4)** consecutive days to attend a funeral or imminent death in the province and up to **five (5)** consecutive days for a funeral in excess of **four hundred (400)** km. All relationships shall include those arising from common-law and same-sex relationships.

Employees shall be granted up to one (1) day leave without loss of pay and benefits for their scheduled hours of work in the case of **the** death of a niece or nephew, **brother or sister-in-law, aunt or uncle** to attend the funeral.

Additional unpaid leave of up to **five (5)** days may be granted on request. The employee shall notify the manager at least twenty-four (24) hours in advance of taking this leave.

16.03 Mourner's Leave

Four (4) hours' leave may be granted, without loss of salary or wages, to attend a funeral as an active pallbearer or mourner.

16.04 Medical Care Leave

Employees who are unable to make the necessary arrangements for personal preventative health care outside of scheduled work hours shall be granted time off with pay. Such time off shall include actual time required and will not exceed twenty-four (24) hours per annum. All hours in excess of fifteen (15) hours shall be deducted from the employee's accrued sick leave. On request, employees shall provide proof of such care/medical appointment.

16.05 Caregiver Leave

Employees shall be granted up to twenty-four (24) hours paid and two (2) unpaid days per year for the actual time the employee is actively required to provide care to a sick spouse or child or assistance in getting to medical, optical, or dental appointments to a spouse, child, parent, or grandchild. All relationships shall include those arising from common-law, step equivalent, and same-sex relationships.

All hours in excess of fifteen (15) hours shall be deducted from the employee's accrued sick leave. The employee shall provide proof of such care/medical appointment. Wherever possible, the employee will schedule such appointments outside of work hours, and such appointments are to be arranged in advance.

16.06 Union Leave

Insofar as the regular operation of the home permits, a reasonable number of designated employees shall, upon reasonable notice, be granted leave of absence to attend business meetings, schools, seminars, and conventions in connection with union affairs. The union shall reimburse the employer, monthly, the pay for such leave taken in accordance with Article 16.06 upon receipt of appropriate invoices.

The employer agrees to continue to pay normal salary and benefits to employees delegated on a short-term basis of one (1) month or less to attend to union business as referred to in this clause and that the home is to charge the union for reimbursement of the cost. Such costs shall only include:

- a) actual lost wages;
- b) Employer's share of Canada pension contributions;
- c) Employer's share of Unemployment Insurance premiums;
- d) Employer's share of Saskatchewan Association of Health Organizations pension contributions or equivalent;

- e) Employer's share of group insurance premiums;
- f) Employer's share of disability income contributions;
- g) Workers' Compensation premiums;

On leaves of absence of more than one (1) month, and at the request of the union, the employer agrees to pay normal salary and benefits to an employee and will charge the union, in addition to those costs set forth above, an appropriate amount for the following benefits:

- a) vacation;
- b) sick leave;
- c) paid holidays.

16.07 Leave for a Union Position

An employee who is elected or selected for a full-time position with the union or any labour body with which the union is affiliated shall be granted an unpaid leave of absence without loss of seniority for a period of up to one (1) year. Such leave may be renewed each year during the term of the position.

An employee granted leave under Article 16.07 shall not earn vacation credits, sick leave credits, or paid holiday pay for the entire period so granted but shall accumulate seniority up to a maximum of one (1) year.

16.08 Paid Jury Duty Leave

The employer shall grant leave of absence without loss of seniority or other benefits to an employee who is summoned or serves as a juror in any court. The employer shall pay such employee the difference between the employee's earnings and the payment the employee received for jury service, excluding payment for travel, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of employment shall be considered as time worked at the regular rate of pay.

16.09 Maternity, Adoption, Parental Leave

An employee shall be entitled to maternity, adoption, and parental leave without pay, in accordance with *The Saskatchewan Employment Act*, provided that the required notice and necessary certification are submitted to the employer.

An employee granted leave under this article shall not earn vacation credits, sick leave credits, or paid holiday pay for the period so granted and shall provide at least four (4) weeks written notice to the employer prior to the date on which such employee wishes to resume employment. Seniority shall be earned for the entire period.

16.10 Workers' Compensation Payments

All employees shall be covered by the *Workers' Compensation Act*. An employee prevented from doing the employee's regular work with the employer, on account of an occupational sickness or accident that is covered by the *Workers' Compensation Act*, shall receive, from the employer, the difference between the amount payable by the Workers' Compensation Board and the employee's regular net salary to a maximum of three (3) months. It is further agreed that if the legislation becomes more favourable to the employee, the legislation shall prevail.

An employee receiving benefits under the *Workers' Compensation Act* shall not earn vacation credits, sick leave credits, or paid holiday pay but shall accumulate seniority.

The workers' compensation cheque shall be made payable to the home for the first three (3) months.

16.11 Medical Examination

If pre-employment or subsequent medicals or immunization should be required by the employer, or in accordance with *The Personal Care Homes Act*, time lost due to such requirements shall not result in loss of pay or sick leave credits.

16.12 Citizenship Leave

An employee shall be allowed the necessary time off with pay to process the employee's Canadian citizenship application.

16.13 Intimate Partner Violence Leave

Employees experiencing interpersonal violence can access leave in accordance with *The Saskatchewan Employment Act*.

ARTICLE 17 – SICK LEAVE

17.01 Sick Leave Defined

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

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

17.02 Accumulation of Sick Leave

All full-time employees, except as otherwise provided in this agreement, shall earn sick leave credits at the rate of one hundred twelve and one-half (112½) hours per year (nine point three seven (9.37) hours per month) and shall continue to accumulate from year to year thereafter to a maximum of four hundred eighty (480) hours.

Sick leave credits for all other employees shall be calculated as follows:

Number of hours eligible for entitlement X 15 = sick leave credits
Full prescribed hours per year

NOTE: Hours eligible for entitlement shall mean all regular hours worked, hours of paid vacation, hours of paid sick leave, hours of paid holiday pay, hours of any paid leave, and hours absent for approved leave under Article 16.06.

17.03 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave credits of all normal working hours absent for sick leave.

An employee who is scheduled to work on a statutory holiday but is unable to work in accordance with Article 17.01 shall receive sick pay. Pay or time in lieu with pay shall be paid in accordance with Article 14.03 d) or b), respectively.

Sick leave will not be paid unless the employee is previously scheduled or had previously agreed to report to work.

17.04 Notification of Illness

Wherever possible, an employee claiming sick leave under the provisions of Article 17.01 shall notify the employer at least three (3) hours before the employee would normally report for work. It is understood that a medical certificate may be requested by the employer for periods of illness which are longer than two (2) days. Where this is required, the employee shall be notified that a certificate will be required upon the employee's return to work. However,

under extenuating circumstances, an employee may be requested to provide the employer with such a certificate after returning from a period of illness. Employees on a long-term illness shall notify their employer as soon as possible of their expected date of return to work.

17.05 Sick Leave Payout

Upon retirement, all employees who are on staff as of August 1, 2013, and have a minimum of fifty (50) days in their sick leave bank, shall be paid out for half of their unexpended credits to a maximum of twenty-five (25) days. Employees hired after August 1, 2013, are not eligible for a sick leave payout.

ARTICLE 18 – PAYMENT OF WAGES

18.01 Salary Scales

The salary scale applicable to all employees shall be as set out hereinafter in Schedule “A” of this agreement.

18.02 Payment of Wages

Payment of wages shall be in accordance with the following:

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

18.03 Increments

All employees shall receive pay increments for a position so worked, upon the completion of one thousand nine hundred fifty (1950) hours of service in that position as calculated from the date the employee last entered the service of the employer or last date of promotion in that position, whichever is most recent.

ARTICLE 19 – JOB SECURITY

19.01 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, instruction, experimentation, or working supervisor. Notwithstanding the above, out-of-scope employees may work any available hours in the case that there is no one qualified from the bargaining unit available to do the work.

19.02 Volunteers

The use of volunteers will not be precluded, provided their utilization does not result in the direct layoff of an employee.

19.03 No bargaining unit employee or position will be laid off or terminated as a result of the employer contracting out any of its work or service.

ARTICLE 20 – GENERAL PROVISIONS

20.01 Proper Accommodation

The employer agrees to maintain existing accommodation that is not directly accessible to the public to allow employees to store personal effects and clothing worn to and from the home.

20.02 Bulletin Boards

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

20.03 Worksite Access

Subject to the union obtaining prior written approval, the employer may permit the use of its premises for union meetings without cost to the union subject to operational needs and not interfering with the on-duty employee's performance of duties.

20.04 Safety and Health Committee

- a) The union and the employer shall continue to cooperate in perfecting the safety measures now in effect, and further agree that the provisions for health and safety committees, as provided for under *The Saskatchewan Employment Act*, shall be carried out.
- b) An employee or a group of employees who have a health or safety concern should endeavour to resolve that concern by first referring the concern to the immediate supervisor or safety officer, who will investigate immediately and take remedial action.

20.05 Retirement Age

- a) The normal retirement date of all employees shall be the first day of the month coincident with or immediately following the attainment of the stated retirement age as stipulated in their pension or superannuation plan.

- b) Under special circumstances, and by mutual agreement between employee and employer, employees may be continued in their employment after this age.
- c) Employees wishing an extension to their employment shall submit a written request to their department head three (3) months prior to their retirement date.

20.06 Plural, Singular, Feminine, or Masculine Terms May Apply

Whenever the singular, plural, masculine, or feminine is used in this agreement, it shall be considered as if the plural, singular, masculine, or feminine has been used where the context of the party or parties hereto so require, subject to degenderizing.

20.08 Required Courses

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

ARTICLE 21 – EMPLOYEE PERFORMANCE REVIEW AND FILES

21.01 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 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.

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

Any adverse report shall be null and void and removed from the employee's file after three (3) years.

21.02 Files

An employee shall have the right to inspect **their** file (excluding employment references) by arrangement with administration and make copies thereof.

ARTICLE 22 – EMPLOYEE BENEFIT PLANS

22.01 Wage Loss Replacement Plan

The employer agrees to participate in the SAHO Disability Income Plan and to comply with the terms and conditions of the plan.

22.02 Group Life Insurance Plan

The employer agrees to participate in the SAHO Group Life Insurance Plan and to comply with the terms and conditions of the plan.

22.03 Dental Plan

The employer agrees to participate in the SAHO Dental Plan and to comply with the terms and conditions of the plan.

22.04 Pension Plan

The employer agrees to participate in the SAHO Pension Plan and to comply with the terms and conditions of the plan.

ARTICLE 23 – UNION-MANAGEMENT JOINT COMMITTEES

23.01 Union-Management Joint Committee

The parties agree to establish and operate a joint union-management committee for the purpose of discussing areas of mutual concern. The meetings shall be held in January, March, June, and September of each year. The parties shall submit agenda items to each other no less than three (3) days in advance.

23.02 Job Descriptions Committee

The employer agrees to draw up, and update as necessary, job descriptions for all jobs for which the union is the bargaining agent. These job descriptions shall be presented to the union for input and review prior to adoption.


NEW PROVISIONS

All provisions are effective the date of signing of the collective agreement by both parties unless specified otherwise.

IN WITNESS WHEREOF, the parties hereto have cause these presence to be executed this


26th day of June, 2024.

Canadian Union of Public Employees Local 1161


Minky Mulla (Jun 27, 2024 09:38 MDT)

Anette Purchase
Anette Purchase (Jun 27, 2024 11:11 EDT)

Eaglestone Lodge Personal Care Home Inc.


Kendra Kerf (Jun 26, 2024 16:37 MDT)

J. Korwa

AOO/bs:cope491

SCHEDULE "A"

Rates of Pay

| Hostel Service Aid (HSA) | Current | September 1, 2023 | September 1, 2024 | September 1, 2025 |
|-------------------------------------|----------------|--------------------------|--------------------------|--------------------------|
| | | 8% | 8% | 8% |
| Start | \$14.29 | \$15.43 | \$16.67 | \$18.00 |
| Level 1 – 1950 hours | \$14.80 | \$15.98 | \$17.26 | \$18.64 |
| Level 2 – 3900 hours | \$15.33 | \$16.56 | \$17.88 | \$19.31 |
| Level 3 – 5850 hours | \$15.85 | \$17.12 | \$18.49 | \$19.97 |
| | | | | |
| Cook, Activity, Housekeeping | Current | September 1, 2023 | September 1, 2024 | September 1, 2025 |
| | | 8% | 8% | 8% |
| Start | \$14.96 | \$16.16 | \$17.45 | \$18.85 |
| Level 1 – 1950 hours | \$15.49 | \$16.73 | \$18.07 | \$19.51 |
| Level 2 – 3900 hours | \$16.00 | \$17.28 | \$18.66 | \$20.16 |
| Level 3 – 5850 hours | \$16.47 | \$17.79 | \$19.21 | \$20.75 |
| | | | | |
| Maintenance | Current | September 1, 2023 | September 1, 2024 | September 1, 2025 |
| | | 8% | 8% | 8% |
| Start | \$14.96 | \$16.16 | \$17.45 | \$18.85 |
| Level 1 – 1950 hours | \$15.49 | \$16.73 | \$18.07 | \$19.51 |
| Level 2 – 3900 hours | \$16.00 | \$17.28 | \$18.66 | \$20.16 |
| Level 3 – 5850 hours | \$16.47 | \$17.79 | \$19.21 | \$20.75 |

LETTER OF UNDERSTANDING 2013-01

BETWEEN

EAGLESTONE LODGE PERSONAL CARE HOME INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1161


Re: Legal Strike Notice

In the event of a legal strike, the union agrees to provide the employer and the Minister of Labour with five (5) working days' notice prior to commencing strike action.

Signed this 26th day of June, 2024.

ON BEHALF OF EAGLESTONE
LODGE PERSONAL CARE HOME
INC.

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES,
LOCAL 1161


Kendra Ker (Jun 26, 2024 16:37 MDT)


Mindy Lullawka (Jun 27, 2024 09:06 MDT)




Anette Purchase (Jun 27, 2024 11:11 EDT)
