



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**Cheshire Homes of Saskatoon**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION WEST  
(SEIU-WEST)**

**FOR THE PERIOD OF**

**October 1, 2019 to March 31, 2023**

# HOW TO HANDLE A QUESTION OR COMPLAINT

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

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

If you continue to have a question or complaint, speak to your local Unit Executive or Steward about the problem.

If you do not get a satisfactory answer to your problem, or need help in resolving your problem, you should call the SEIU-West **Member Resource Centre (MRC)**.

A Member Resource Centre Officer will answer your questions and help deal with your issue. They can also refer your concerns to the Union Representative assigned to your workplace, if necessary.

**The SEIU-West MRC can be reached toll free by calling:**

**1-888-999-SEIU (7348)**

**ext. 2298**

**Or click 'Contact' on:**

**SEIUWEST.ca**

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FOR THE PERIOD  
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Whereas it is the desire of both parties to this Agreement

- a) To maintain and improve harmonious relations between the Employer and the members of the Union;
- b) To provide a mechanism for resolution of issues that maintains the integrity of the employee, the Union, and the Employer;
- c) To promote the morale, well-being and security of the employees in the bargaining unit;
- d) To encourage efficiency and safety in operation and service delivery;
- e) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work, wages and prompt and equitable disposition of grievances.

## ARTICLE 1 – DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply;

### 1.01 **Full time** Employee

A **full time** employee is an employee who is regularly scheduled to work **full time** hours as stated in Article 14.02.

### 1.02 Part-Time Employees

A part-time employee is an employee who is regularly scheduled to work less than **full time** hours as stated in Article 14.01.

### 1.03 Casual Employee

An employee who works on a call in basis and is not regularly scheduled in advance.

### 1.04 Day

A day shall mean any period from 7:00 a.m. of one day until 6:59:59 a.m. of the immediately following day.

1.05 Week

A week shall mean that period between midnight on Saturday and midnight on the immediately following Saturday.

1.06 Weekend

A weekend shall mean that period between 11:00 **p.m.** Friday to 7:00 **a.m.** Monday.

1.07 Posted and Confirmed Hours

"Posted and confirmed" refers to all scheduled hours on the master schedule in the main office identified fourteen (14) calendar days in advance, as per Article 14.03

1.08 Clarification of Terms

The words "he", "she", "his", "hers", or "him" shall include **all gender identities** unless otherwise stated.

1.09 Union Office

Means the SEIU-West office, **#200-747 46<sup>th</sup> Street West**, Saskatoon, (306) 652-1011.

1.10 Employer

Means agents acting on behalf of Cheshire Homes of Saskatoon.

## **ARTICLE 2 – EMPLOYER RIGHTS**

2.01 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, demote, 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.

### ARTICLE 3 – TERM OF AGREEMENT

#### 3.01 Term of Agreement

- i) This Agreement shall be in force and effect from and after **October 1, 2019** up to and including **March 31, 2023**.
- ii) Wage Re-Opener

The parties agree that they will meet at least once each year at the beginning of April in each year of this Collective Agreement to negotiate wages and benefits when there is an increase except if it is a year that the Collective Agreement expires. During the year that the Collective Agreement expires the parties will meet at the bargaining table to negotiate wages.

#### 3.02 Open Period

Either party may, not less than sixty (60) days nor more than one hundred twenty (120) days before the expiry date hereof, give notice in writing to the other party to negotiate a revision to the Collective Agreement. Should the parties fail to conclude a new Agreement prior to the expiry date, all provisions herein contained shall remain in place until a new Collective Agreement has been reached.

### ARTICLE 4 – RECOGNITION AND NEGOTIATION

#### 4.01 Recognition

The Employer agrees to recognize SEIU-West as the sole bargaining agent for

employees covered by this Agreement and hereby agrees to negotiate with the Union or its designated representatives in all matters affecting the relationship between the parties to this Agreement.

## ARTICLE 5 – SCOPE

### 5.01 Scope

This Agreement shall cover all employees represented by the Union pursuant to an Order of the Labour Relations Board.

### 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 representative which may conflict with the terms of this Collective Agreement.
- b) Any employee requested to meet formally with the Employer shall, prior to the commencement of such meeting, be informed of the nature of such discussions and, of their right to have a Union representative present at the meeting.

## ARTICLE 6 – UNION SECURITY

### 6.01 Union Membership

1. Every employee who is now or later becomes a member of the **Union** shall maintain membership in the **Union** as a condition of the employee's employment.
2. Every new employee shall, within thirty (30) days after the commencement of the employee's employment, apply for and maintain membership in the **Union**, and maintain membership in the **Union** as a condition of the employee's employment.
3. Notwithstanding paragraphs 1 and 2, any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the **Union** shall, as a condition of the employee's 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 Union initiation fees and monthly dues from the earnings of each employee who makes a written request for such deductions to be made in accordance with Article 6.03. Such deductions shall be made on each payday and shall be remitted to the person designated by the Union within fifteen (15) days from month end accompanied by a list of employees for whom deductions have been made, amounts deducted and changes in home addresses of employees as supplied to the Employer by the employees. The Employer shall also furnish to the Union, along with the name of the employee for whom deductions are made, the gross earnings of each of the employees.

## 6.03 Dues Authorization

The Union shall furnish the Employer with "Application for Membership" and "Dues Authorization" cards. The Employer agrees to provide new employees with the "Application for Membership" and "Dues Authorization" cards within fourteen (14) days of commencement of employment. It will be the responsibility of the employee to sign and return the cards within fourteen (14) days of the cards being provided to them, failing which a Union Representative will contact the employee.

## 6.04 Dues Receipts

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

## 6.05 Dues Receipts

- a) The Employer agrees to place on the bulletin board(s) a block organization chart showing the Administrative structure and the line of authority in the Home.
- b) The Union, in turn, shall supply the Employer with an up-to-date list of the representatives, Officers, Stewards and members of the Grievance Committee.

## 6.06 New Employees

The **Union will** provide a copy of this Agreement and a list of current Union Officers to acquaint new employees and advise them of the Articles dealing with Union membership and dues check-off.

## ARTICLE 7 – NON-DISCRIMINATION

7.01 There shall be no discrimination with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, family status, sex, sexual orientation, marital status, place of residence, nor by reason of membership or activity in the Union.

### 7.02 Retirement Age

- a) The normal retirement date of all employees shall be the first day to the month coincident with, or immediately following, the attainment of the stated retirement age as stipulated in their pension or superannuation plan.
- b) If the employee so chooses, they may continue in their employment after this age.
- c) Employees wishing an extension of their employment shall submit a written request to their Department Head with a copy to the Secretary of the Union three (3) months prior to their retirement.

### 7.03 Duty to Accommodate

**The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability, or as a consequence of limitations as a result of illness or injury or who otherwise require accommodation as set out in the Saskatchewan Human Rights Code, the Saskatchewan Human Rights Code-Regulations, *The Saskatchewan Employment Act* and The Occupational Health provisions therein.**

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

**It is the responsibility of the employee to provide initial medical evidence of limitations or restrictions and clearance for full duties. If further information is required, the Employer and employee will work together to ensure needed assessments and information is provided. The Employer shall not bear the cost of the initial medical examination and medical report form being filled out by the employee's family**



**doctor. Additional assessments or information required by the Employer will be paid by the Employer.**

**The parties agree that the employee's medical information is to be treated in a confidential manner, and the accommodation process is to be carried out in such a manner as to protect the confidentiality of such information to the extent possible. Notwithstanding the foregoing information regarding individual restrictions only shall be provided to other staff through the communication book where necessary in order to maintain the integrity of the accommodation.**

#### 7.04 Transfer Due to Disability

Whenever, by reason of disability, an employee is incapable of performing the work in which the employee is engaged, the employee may be transferred to a position to which the employee is better suited, provided, however, a position is available. The Employer and the Union shall discuss the possibility of continued employment of the employee in a position for which the employee is qualified and capable and the Employer and Union may agree to waive the provisions of Articles 5, 12 and 13 (Scope, Vacancies and New Positions, Lay-offs, and Recalls).

#### 7.05 Harassment in the Workplace

The Employer and the Union agree that harassment in the workplace is not acceptable and agree to work together towards the elimination of harassment.

Harassment means any objectionable conduct, comment 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; or
- Adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and
- Constitutes a threat to the health and safety of the worker.

To constitute personal harassment, repeated conduct, comments, displays, actions or gestures must be established; or a single, serious occurrence of conduct, or a single, serious comment, display action or gesture that has a lasting or harmful effect on the worker must be established. It does not include

any reasonable action taken relating to the management of the place of employment.

The Employer and the Union acknowledge a shared responsibility to:

- Prevent harassment

#### 7.06 Participation in the Armed Forces

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion by reason of participation in the armed forces.

### ARTICLE 8 – PROGRESSIVE DISCIPLINE

#### 8.01 Union Representation

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

#### 8.02 Disciplinary Progression

The Employer agrees to follow the principles of Progressive Discipline in a timely and reasonable manner. Failure to comply with policies, procedures, regulations and/or job performance deficiencies may result in one of the following actions being taken by the Employer, depending on the severity of the offence:

1. Verbal reprimand;
2. Written reprimand;

3. Suspension;
4. Termination of employment.

The employee may grieve the Employer's action, as per Article 9.

An employee is entitled to be accompanied by a Union Representative when interviewed during the course of an investigation. No employee shall be disciplined or suspended without just cause and without being apprised of the issue or concern prior to any disciplinary action being taken.

- a) A copy of a document placed on an employee's file which might at any time be the basis for disciplinary action shall be supplied to the employee with a copy to the Local Union office.
- b) The employee's reply to such documentation shall become part of the employee's file.
- c) Documentation referred to in a) that is not related to suspension shall be void after two (2) years, unless there have been subsequent documented incidents of a similar nature.
- d) Documentation referred to in a) that is related **to a** disciplinary suspension shall become void after three (3) years, unless there have been documented incidents of a similar nature.
- e) Upon written request, following the time periods above, the documentation shall be removed from the employee's file.

## ARTICLE 9 – GRIEVANCE PROCEDURE

### 9.01 Definition

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

#### Representation

- a) The employee and/or the Union are responsible to ensure union representation is present.
- b) The Employer shall only accept grievances from the SEIU-West Union Representative or a representative as determined by the SEIU-West Union

Representative and identified to the Employer, in advance, by the SEIU-West Union Representative.

- c) All grievance discussions shall be between the Employer and a SEIU-West Union Representative or a representative as determined by the SEIU-West Union Representative; and identified to the Employer, in advance, by the SEIU-West Union Representative.
- d) Employees shall be advised of the nature, cause and reason for any meeting with the Employer.
- e) Confidentiality of all grievances must be maintained.

#### 9.02 Handling Grievances During Working Hours

- a) Any employee who has a grievance may leave her assigned duties temporarily without loss of pay, in order to discuss the grievance with the appropriate Union representative. Provided, however, that prior to leaving her assigned duties, the employee must make suitable arrangements with her immediate **out-of-scope Supervisor** for an appropriate time and location for such discussions. The **out-of-scope Supervisor's** co-operation in this regard shall not be unreasonable.
- b) The Employer agrees that a Steward or elected officer of the Union may leave her assigned duties temporarily without loss of pay, in order to discuss the grievance or the grievance process with the employee and/or the Employer.

Provided, however, that prior to leaving her assigned duties, the employee must make suitable arrangements with her immediate **out-of-scope Supervisor** for an appropriate time and location for such discussions. The **out-of-scope Supervisor's** co-operation in this regard shall not be unreasonable.

#### 9.03 Grievance Steps

It is the employee's responsibility to bring any incident to the Employer's attention, whenever possible, within fourteen (14) calendar days of discovery of the incident that gave rise to the concern.

It is jointly understood that before a grievance is submitted at Step One, the parties will attempt to resolve the dispute through informal discussion. Where discussions result in effective resolutions, to avoid filing a grievance(s), it is understood that such resolutions are agreed on a without prejudice basis.

The Employer shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee except as authorized by the SEIU-West Union Representative; and identified to the Employer, in advance, by the SEIU-West Union Representative.

Upon agreement of both parties the grievance process may begin at Step Two.

Step One: Grievance to the **Supervisor**

- a) The grievance shall be submitted in writing and presented to the employee's **out-of-scope Supervisor** within fourteen (14) days failure to reach an agreement as per 9.03 above or within fourteen (14) days of discovery of the event causing the grievance, failing which it shall be deemed that there is no grievance.
- b) The employee's **out-of-scope Supervisor** and the SEIU-West Union Representative or a representative as determined by the SEIU-West Representative shall meet to discuss the grievance within fourteen (14) days of receipt of the grievance.
- c) The **out-of-scope Supervisor** shall respond in writing within fourteen (14) calendar days of receipt of the written grievance or meeting with the Union.
- d) The employee's Supervisor shall give a written reply to the matter within seven (**7**) calendar days of the meeting in "C" above after the filing of the complaint or grievance in **Step One**.

Step Two: Grievance to the Executive Director

Failing satisfactory resolution at Step **One** the grievance shall be submitted in writing and presented to the Executive Director within fourteen (14) calendar days of the **out-of-scope Supervisor's** response. The Executive Director shall discuss the grievance with the SEIU-West Union Representative within fourteen (14) calendar days of receipt of the grievance and shall render a written decision within fourteen (14) calendar days.

9.04 Alternate Dispute Resolution

The Union and the Employer may agree to grievance mediation or any other dispute resolution mechanism with a view to resolving the dispute. Where such referral occurs, the parties shall meet within fourteen (14) calendar days of receipt of notice referring a grievance to Alternate Dispute Resolution options to determine, by mutual agreement, what third party process is suitable for resolving the grievance.

At this meeting the parties may:

- a) Attempt to negotiate a resolution;
- b) Where a negotiated settlement is not reached, determine what third party process shall be used to resolve the grievance:
  - i) Mediation – including the selection of a mediator; or
  - ii) Expedited Arbitration – including the selection of an Expedited Arbitrator.

Where the parties agree to an Alternate Dispute Resolution mechanism, the process will be established by mutual agreement.

If the parties are unable to mutually agree upon an Alternate Dispute Resolution Option within thirty (30) calendar days of such referral, the grievance may be referred to Arbitration by either party within fourteen (14) days of the parties agreeing to not agree to an Alternate Dispute Resolution process.

9.05 Failing satisfactory settlement of the grievance at the Second Step, the matter may be referred, by either party, to **arbitration** within fourteen (14) days of the Executive Director's response.

#### 9.06 Extension of Time Limits

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

#### 9.07 Procedure When Time Limits Expire

Failure on the part of the **out-of-scope Supervisor** or the Executive Director to reply within the prescribed time limits shall give the Union the right to proceed to the next step. It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either party to evade the settlements of the disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such time limits.

## 9.08 Investigation

At any stage of the Grievance Procedure, the parties may have the assistance of employees concerned **and** witnesses. **All** reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to settlement of the grievance.

## 9.09 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 consent of the employee or the employees concerned.

## 9.10 Initiation of Special Meetings

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

# ARTICLE 10 – ARBITRATION

## 10.01 **Sole Arbitrator**

Where the parties agree, a sole Arbitrator may be appointed instead of an Arbitration Board. If a sole Arbitrator is not agreed upon by the parties within thirty (30) calendar days of notification or if either party indicates the desire for an Arbitration Board when the grievance is referred to arbitration, the dispute shall be referred to an Arbitration Board.

## 10.02 Board of Arbitration

- a) Where a grievance has been referred to a Board of Arbitrations under Article 9.05, the party making the referral shall name an appointee to the Board of Arbitration. Within seven (7) calendar days of receiving notice that the grievance has been referred to a Board of Arbitration, the party receiving the notice shall name an appointee to the Board of Arbitration. Where the party receiving the notice fails to name an appointee within the prescribed time limit the Chairperson of the Labour Relations Board shall appoint a member to the Board of Arbitration on behalf of that party.
- b) Within ten (10) calendar days of the second party's appointment, the two (2) appointees shall appoint a third member to the Board of Arbitration who shall act as Chairperson. Where the two (2) appointees fail within thirty (30) days

to agree on the appointment of a third member to the Board of Arbitration, the Chairperson of the Labour Relations Board shall appoint the Chair to the Board of Arbitration.

#### 10.03 Information of the Board of Arbitration or Sole Arbitrator

No person shall serve on the Board of Arbitration or act as sole Arbitrator if involved directly in the labour controversy under consideration.

#### 10.04 Grievances Before the Board of Arbitration or Sole Arbitrator

Grievances taken before the Board of Arbitration or sole Arbitrator shall be submitted in writing and shall specify clearly the nature of the grievance.

#### 10.05 Decision of the Board of Arbitration or Sole Arbitrator

When the Board of Arbitration has been formed or sole Arbitrator appointed in accordance with this Article, the Board of Arbitration or sole Arbitrator shall meet and hear the evidence of both sides and render a decision as quickly as is reasonably possible after completing the hearing and investigations.

#### 10.06 Decision

The Board of Arbitration or sole Arbitrator, in reaching its decision, shall be governed by provisions of this Agreement. A decision of a majority of the Board or sole Arbitrator shall be taken to be the decision of the Board or sole Arbitrator and shall be final and binding on all parties concerned.

- 10.07 a) It is distinctly understood that the Board of Arbitration or sole Arbitrator is not vested with the power to change, modify or alter this Agreement in any of its parts. The Board or sole Arbitrator may, however, interpret the provisions of this Agreement.
- b) The Board of Arbitration or sole Arbitrator shall have the authority to withhold, change, modify or alter the penalty in cases of suspension or dismissal.
- c) An Arbitrator, or Arbitration Board shall have the same powers as outlined in *The Saskatchewan Employment Act*.

#### 10.08 Costs of the Arbitration Board or Sole Arbitrator

It is agreed that the expenses of the Chairperson of the Board of Arbitration shall be borne equally by the Employer and the Union.



## ARTICLE 11 – SENIORITY

### 11.01 Seniority

Seniority shall mean all time worked in any and all classifications falling within the bargaining unit as outlined in Article 5 of this Agreement and in accordance with Article 11.03.

### 11.02 Probationary Period for New Employees

- a) Newly hired employee(s) shall be on probation and serve a probationary period of four hundred and eighty (480) hours worked or for the first six (6) months from their date of hire, whichever comes first. At the commencement of and during the probationary period the Employer shall advise the probationary employee of the standards which they are expected to meet. Employees will also be advised of any deficiencies and given adequate time to allow for such deficiencies to be corrected.
- b) By mutual agreement of the parties, an extension may be granted for up to an additional three hundred and twenty (320) hours worked. It is agreed that the circumstances warranting the extension, the duration of the extension, and the improvements expected by the Employer, must be communicated in writing to the employee prior to the expiration of the original probationary period. A copy shall be forwarded to the Local Union Office.
- c) During the probationary period an employee will be entitled to all rights and benefits of this Agreement, except with respect to discharge only for reasons of unsuitability. The Local Union Office shall be notified, in writing, of discharge within seven (7) calendar days. Seniority shall be effective from date of hire and be effective for all purposes within this Agreement.
- d) An employee shall only serve one (1) probationary period for any period of continuous employment with Cheshire Homes.

### 11.03 Accumulation of Seniority

Seniority shall be accumulated in hours. An employee shall earn seniority for:

- a) All actual hours worked excluding overtime;
- b) Statutory Holiday hours;
- c) Hours of vacation pay;

- d) All paid leaves;
- e) Any authorized unpaid leaves of absence granted under Article 20.01 to a maximum of thirty (30) working days per calendar year;
- f) Union leave granted under Article 20.05;
- g) Maternity leave;
- h) Paternity leave;
- i) Adoption leave;
- j) Time off while receiving benefits under *The Workers' Compensation Act* and/or Disability Income Plan and/or Income Replacement via *The Automobile Accident Act*;
- k) Leave granted for a Union position under Article 20.06 not to exceed one (1) year;
- l) Unpaid sick leave.

Part-time and casual employees who are on authorized leave shall accrue seniority based on the following formula:

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

- m) Any hours in addition to shifts coded as Union Leave that are spent participating in collective bargaining on behalf of the Union and the Employer, to a maximum of **full time** seniority.

#### 11.04 Loss of Seniority

An employee shall only lose seniority in the event the employee:

- a) Is discharged for just cause and is not reinstated;
- b) Voluntarily resigns in writing and does not rescind this within two (2) business days;

- c) Fails to work immediately following the termination of leave of absence or within ten (10) days from notification by the Employer to return to work following a lay-off;
- d) Is laid off for a period of longer than two (2) years;
- e) Is a casual status and has not accept offered work for a period of **forty-five (45)** calendar days from his/her last shift exclusive of any approved leaves;
- f) Retires from the employment of the Employer; or
- g) Is absent without leave from work for three (3) consecutive shifts subject to Article 8.01, a).

#### 11.05 Seniority List

**The Employer shall post an updated seniority list quarterly.**

**The first list shall be posted on the 31<sup>st</sup> of March reflecting seniority up to and including the last day of February.**

**The second list shall be posted on the 30<sup>th</sup> of June reflecting seniority up to and including the last day of May.**

**The third list shall be posted on the 30<sup>th</sup> of September up to and including the last day of August.**

**The fourth list shall be posted on the 31<sup>st</sup> of December reflecting seniority up to and including the last day of November.**

### ARTICLE 12 – VACANCIES AND NEW POSITIONS

#### 12.01 Job Posting

All in-scope positions that are expected to last longer than three (3) months shall be posted. The Employer shall post notice of the vacancy on the bulletin board for a minimum of seven (7) calendar days so that all employees will be allowed the opportunity to make application.

The Employer shall provide a copy of the SEIU-West Administrative Office in Saskatoon.

## 12.02 Creation of a New Classification

Upon the creation by the Employer of new classifications or upon changes in titles or qualifications or the reclassification of any existing position within the scope of this Agreement, the rates of pay applicable thereto shall be subject to negotiations between the Union and the Employer. Should agreement on the rate of pay applicable thereto not be reached by the parties in negotiations the matter may be referred to arbitration in accordance with Article 10 of this Agreement. The provisions of this Article, as hereinafter set forth with respect to the filling of vacancies, shall apply.

## 12.03 Information in Posting

The posting shall contain the following information:

- a) Status (full time, part-time, permanent/temporary, **casual**);
- b) Guaranteed minimum hours per averaging period **where applicable**;
- c) Classification;
- d) Required qualifications;
- e) Pay range;
- f) Shift schedule (days, evenings, nights);
- g) Deadline for applications, and
- h) Expected date of commencement of the position.

All job postings shall be open to both female and male applicants. When the successful applicant is finally selected the name of such successful applicant will be posted on all bulletin boards for a minimum of seven (7) calendar days and the applicants within the bargaining unit will be notified in writing of the outcome of the job posting.

A reduction in scheduled hours of work per rotation as stated in the posting shall be considered a lay-off.

## 12.04 Letter of Appointment

The Employer shall provide a letter of appointment to the successful applicant which shall include:

- a) Classification;
- b) Status (full time, part-time, permanent/temporary, **casual**);
- c) Guaranteed minimum hours per averaging period rotation;
- d) Pay Range:
- e) Start date, and;
- f) Shift schedule (days, evenings, nights).

#### 12.05 Role of Seniority in Vacancies and New Positions

All vacancies within the scope of this Agreement shall be filled on the basis of seniority provided the applicant has the ability and qualifications to perform the job.

Within five (5) days of awarding the position the name of the selected applicant will be forwarded to the SEIU-West Administrative Office in Saskatoon.

#### 12.06 Required Courses

- a) When the Employer requires an employee to take or register for a specified course, workshop or conference the employee will be reimbursed for all registration fees, tuition and expenses related to the program upon proof of completion of the course or program. If time off of work is necessary to attend such time will be without loss of pay, and benefits exclusive of overtime for changing shifts and premium pay.
- b) If an employee is required by the Employer to attend or participate in an in-service or education program or attend staff meetings, such shall be regarded as work time under the terms of this Collective Agreement and employees shall be compensated accordingly.
- c) No employees shall be penalized for not attending courses which are not required by the Employer.

#### 12.07 Trial Period in Promotions or Transfers

Employees who are transferred or promoted to a new position shall be allowed a trial **period** in the new position of forty (40) working days or three (3) calendar months, whichever occurs first, following the effective date of appointment to the new position. The employee shall stay in this position until twenty (20)

working days or six (6) weeks are completed. During this trial period, the employee shall prove himself or herself capable of filling the position concerned. If such employee does not perform the duties satisfactorily within that time, or the employee decides not to continue in the new position, the employee shall be returned to their former position at the former rate of pay and without loss of seniority. All other employees affected by the rearrangement of positions shall also be returned to their former position and former rate of pay and without loss of seniority. In the event that the former position held by an employee was a temporary position, the employee shall be returned to their former permanent position if they had one, or returned to the casual list if they did not have a former permanent position.

#### 12.08 Performing Duties of a Higher Paid Classification

When an employee is required by the Employer to perform temporarily the duties of a higher paid classification, the employee shall be paid at the next step of the **pay** range higher than their regular rate for all time worked.

#### 12.09 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.

#### 12.10 Demotion

When an employee is demoted, the employee's anniversary date shall not change, 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.

#### 12.11 Temporary Vacancies

Where it becomes known a **full time** or part-time temporary vacancy of three (3) months or longer exists, it shall be posted and filled in accordance with Articles 12.01, 12.03 and 12.05. Appointment shall be made to the applicant with the greatest seniority who is qualified and capable of performing the work. The following provisions shall apply:

- a) All employees shall be entitled to bid on the temporary vacancy.
- b) **Full time** and part-time employees shall waive any trial period requirement as per Article **12.07**.

- c) No temporary vacancy shall exceed **two (2) years and one hundred and nineteen (119) days** unless agreed upon by the Employer and the Union.
- d) When a temporary vacancy is completed, the employee shall return to her former position.
- e) An employee shall not be considered for another temporary position until having served three (3) months in the current temporary position, unless the new temporary position contains more hours.
- f) Should any permanent vacancies become available during the term of the temporary vacancy, any employee in a temporary position applying for and receiving a permanent position shall move into that permanent position, subject to agreement between the Employer and the Union, and the temporary position re-posted if need be.
- g) Should any other temporary vacancies become available during the term of the temporary vacancy any employee in a temporary position applying for and receiving another temporary position shall move into temporary position subject to agreement between the Employer and the Union, and the temporary position re-posted if need be.

## ARTICLE 13 – LAY-OFFS AND RECALLS

### 13.01 Lay-off

A lay-off shall be defined as a reduction in employee(s) and/or the hours of work of any **full time** or part-time employee's guaranteed minimum hours per averaging period rotation as per the employee's Letter of Appointment Article 12.04.

### 13.02 Senior Employees Retained

When the Employer considers it necessary to initiate a lay-off, the Employer shall serve notice of lay-off to the most junior employees in the affected position(s) within the classification where the reduction is required with a copy to the Union office.

### 13.03 Displacement of Junior Employees

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

- a) Employees shall choose a classification in a position of their choice in which

- b) they wish to exercise their seniority.
- c) Employees 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.
- d) An employee in receipt of a lay-off notice shall be entitled to displace any junior employee.

#### 13.04 Notification of Lay-off

When lay-offs are contemplated the Employer shall notify the Union and affected employees simultaneously. All employees affected by lay-off shall receive written notice of lay-off as set out below.

- a) Minimum lay-off notice shall be four (4) weeks for any employee.
- b) For employees whose period of employment is five (5) years or more but less than ten (10) years, lay-off notice shall be six (6) weeks.
- c) For employees whose period of employment is ten (10) years or more, lay-off notice shall be eight (8) weeks.

By mutual agreement between the Employer and the Union, an employee who wishes to resign in advance of the end date of their notice shall receive the difference as paid notice of lay-off.

#### 13.05 Time to Elect

- a) Employees who receive lay-off notice shall, within **seventy-two (72)** hours from the end of the shift on the day upon which they were served with such notice, meet with the Employer to review the lay-off and available employment options.
- b) The Employer shall, in order of seniority, in a private interview, meet with each employee with a Union Representative present to explain their options. The employee shall be provided with sufficient information regarding each option. The employee will have seventy-two (72) hours from the conclusion of the meeting to make an election. This period may be extended by mutual agreement between the Employer and the Union.
- c) Work schedules in effect at that time and applicable to the employees will be made available to employees before they make the decision to displace.



### 13.06 Notice of Lay-off Cancelled

An employee who has made an election in accordance with 13.05 shall have the election confirmed in writing by the Employer with a copy to the Union. Employees with a confirmed election shall be deemed to be relieved of notice of lay-off and will move to their new position as soon as possible as determined by the Employer.

### 13.07 Time Limits

Where the time limits set out in Article 13.05 expire on a Saturday, Sunday or Statutory Holiday, the expiry date of the time limits shall be deemed to be 12 noon on the following day.

### 13.08 Seniority List to be Posted

Employees' seniority for the purpose of lay-off or displacement shall be the seniority effective the date that notices were issued.

An up-to-date list shall be available to the Union and shall be accessible to the employees.

Employees initially laid off shall form a pool and be ranked in order of seniority. At all times, the most senior employee in the pool is the first to identify their preference for displacement, lay-off or placement; as more junior employees are displaced, they are added to the pool and ranked in order of seniority to identify the order for indicating their preference.

### 13.09 Employer to Provide Counselling

The Employer shall provide **within an Employer-funded Employee Assistance Program** counselling and support mechanisms to employees who are directly affected by a lay-off.

### 13.10 Trial Period

Employees who exercise their seniority rights to displace another employee in the same classification shall not be required to serve a trial period as set out in Article **12.07**.

### 13.11 Competition for Vacant Positions

Employees who receive lay-off notice and who have not elected to resign or

retire shall have their names placed on the recall list in order of seniority. The Union shall be provided with a copy of the recall list and periodic updates.

Employees whose names are on the recall list shall be entitled to recall as follows:

- a) Employees who displace into a different classification or who change their status as a result of displacement or lay-off shall be entitled to be recalled to a position in their former classification at the same status (e.g. **full time** or part-time position). During the recall to a vacant position at the same status (e.g. **full time** or part-time position) at his/her same or similar classification for which they are qualified.
- b) Employees whose names are on the recall list shall **be notified of all vacancies during the recall period. The** employee's name will automatically be entered into the competition along with any other applicants.
- c) The employee may elect to work in **casual** positions, if available, without prejudicing their right to re-employment.

#### 13.12 Notice of Recall

An employee who is laid off must communicate with the Employer within ten (10) calendar days of notice of recall being mailed by registered mail or couriered to the person's recorded address and must be prepared to begin work at a time designated by the Employer unless the employee can show a justifiable reason for their failure to return to work at that time. The employee will be given ten (10) calendar days notice of recall. An employee who declines the third recall or fails to answer the notice of recall within the ten (10) calendar day notice period will be struck from the recall list. **Employees shall retain seniority rights for a period of twenty-four (24) calendar months following the date of notice of lay-off.**

#### 13.13 Continuation of Benefits

When an employee is re-employed after lay-off the employee shall be paid at the step which was being paid at the time of lay-off, and the increment date will be continuous with the time worked from the original date of employment. The employees will retain their accumulated sick leave credits, if any, and service toward calculation of vacation credits existing at such time of lay-off, if recalled within twenty-four (24) calendar months.

#### 13.14 Orientation and Trial Period Upon Recall

Employees recalled from the recall list to their former job classification will not have to serve a trial period but will be given a reasonable period of familiarization along with a normal orientation if required.

#### 13.15 No New Employees Hired

No new employees shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and abilities sufficient to perform the required duties.

### ARTICLE 14 – HOURS OF WORK

#### 14.01 Definition

**Guaranteed** hours are the regular shifts provided in a **master** rotation as determined by the Employer. **Guaranteed** hours provisions do not apply to casual employees. **Where a permanent change in the master rotation occurs, affected employees shall have the right to select lines according to seniority and guaranteed hours.**

#### 14.02 Hours of Work

**Full time** hours of work shall be **eight (8)** hours per defined day including a meal period and the regular hours of work are not to exceed eighty (80) hours per two **(2)** week period. Alternative shifts including twelve (12) hour shifts will be negotiated with the Union. For the purposes of **eight (8)** hours per day or eighty (80) hours in a two **(2)** week period, all paid hours shall be included.

#### 14.03 Work Schedule

- a) **The Employer shall develop a master rotation comprising all guaranteed hours and according to the relevant terms of the Collective Agreement.**
- b) Tentative work schedules **based on the master rotation** shall be posted no less than thirty (30) calendar days in advance. Work schedules shall be posted and confirmed no less than fourteen (14) calendar days in advance.
- c) When an employee is required to change their shift from the posted and confirmed schedule, as a result of an Employer directive, the employee shall be paid at the rate of one and one-half times (1 ½X) the regular rate of

pay for the entire shift(s) so changed. If the shift changed is to occur on an employee's Scheduled Day Off, the employee shall be paid at the rate of double *times* (2X) the regular rate of pay. It is agreed, however, that in emergency circumstances, which could not have been foreseen by the Employer, this rate shall only be paid for the first three (3) shifts so changed.

- d) Subject to Article 14.02, **full time** employees shall receive **four (4)** days off each **two (2)** week **pay period, two (2) of which shall be consecutive** except as mutually agreed between the Employer and the Union.
- e) **Employees shall not be scheduled to work more than six (6) consecutive days. Employees are responsible to inform the Employer if they are offered shifts in conflict with this Article. Employees may choose to work in excess of six (6) consecutive days through call-in shifts. Employees are responsible to inform the Employer if they are in an overtime situation.**
- f) When an employee returns unexpectedly from any leave, the casual employee scheduled to work the casual assignment shall have his shift cancelled without any notice and without any cost to the Employer. Whenever possible the employee on leave shall give fourteen (14) calendar days notice of return to work.

#### 14.04 Rest Periods Between Changes of Shifts

In a twenty-four (24) hour period an employee shall have a minimum of one (1) consecutive eight (8) hour rest period. Overtime rates shall be paid at established rates if the employee works during such rest periods.

#### 14.05 No Split Shifts

No split shifts will be scheduled unless they are justified, but in any event not without prior agreement between the Employer and the Union.

#### 14.06 Weekends Off

Insofar as the regular staffing patterns of the Home will permit, employees will be scheduled for weekends off on an equitable basis except where mutually agreed otherwise. Those employees scheduled to work on the fourth (4<sup>th</sup>) Saturday and/or Sunday and consecutive Saturdays and/or Sundays thereafter shall be paid an additional premium of one dollar and twenty-five cents (\$1.25) per hour for all regular hours so worked on the fourth (4<sup>th</sup>) and subsequent

Saturday and/or Sunday, except where it is mutually agreed between the Employer and the Union.

#### 14.07 Temporary Expansion of Hours

By mutual agreement between the Employer and the employee, the hours of work of an employee working less than **full time** hours may be expanded temporarily up to **full time** hours of work per day or week, without the payment of overtime.

#### 14.08 Shift Exchanges

**Shift trades shall not result in overtime or a commitment from the Employer to assign additional hours if the shift traded results in the employee having less than their guaranteed hours in a payroll averaging period. All shift trades must consist of an entire shift and shall be subject to the following guidelines:**

- a) Only **full time** and part-time employees are eligible. Casual shifts are excluded from shift exchange provisions.
- b) Employees should make every effort to inform the Employer in person of any exchanges between themselves. Any exchanges occurring when the Employer is not available for notification shall be posted on the office bulletin board.
- c) The shift(s) so traded must be between qualified employees who have the ability to perform the work. Once employees have agreed to trade a shift(s) and the paperwork has been completed and handed in the Employer shall mark the work schedule to reflect the change(s). Deviation from the posted shift schedule, which results from employees trading shifts with other qualified employees shall not be subject to overtime provisions.
- d) At no time shall an employee be in a situation of working more than twelve (12) consecutive hours **as a result of a shift trade**.
- e) Shift exchanges must be completed within a given pay period.
- f) Deviation from the posted and confirmed schedule which results from employees exchanging shifts shall not be subject to overtime provisions, unless overtime would have been paid irrespective of the exchange.
- g) Shift exchanges are intended to accommodate employees' unforeseen personal needs. In the event an employee regularly or frequently

exchanges shifts or otherwise violates these guidelines, the Employer and the Union shall meet to discuss the employee's eligibility for future exchanges.

#### 14.09 Rest Periods

Employees who work more than three (3) hours but not more than six (6) shall receive one fifteen (15) minute rest period. Employees who work more than six (6) hours shall receive two (2) fifteen (15) minute rest periods.

Every effort will be made to grant such rest periods midway between each half shift, recognizing that employees may take the rest period in one continuous block, or in several smaller units to accumulate a total of fifteen (15) minutes for that half shift. Any employee unable to utilize their rest period due to operational demands on a given shift on a given day shall not incur any additional cost to the Employer. Employees shall interrupt their rest period where residents need their assistance. Employees shall take their rest period at the home where they are working.

#### 14.10 Meal Periods

All employees shall be allowed one-half (½) hour paid meal period for each eight (8) hour shift. Employees who are scheduled to work at least five (5) hours shall receive a one-half (½) hour paid meal break.

#### 14.11 Reporting Pay Guarantee

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

### ARTICLE 15 – CALL-IN

#### 15.01 Principles

- a) Call-in refers to additional hours offered on an on-call basis for relief for holidays, vacation, sick leave, etc. replacement, and which are accepted by part-time and casual employees on a voluntary basis.
- b) Call-in hours, once accepted, represent a commitment by the employee to be at work, and by the Employer to pay for those hours should they be cancelled by the Employer.

- c) When accepting call-in hours, it is the employee's responsibility to identify if they are in an overtime situation.

#### 15.02 Call-in List

The Employer shall establish a call-in list of all other than **full time** employees in order of seniority, available for additional shifts which become open between pre-bookings.

- a) Part-time employees who wish to secure additional hours shall have their names placed on the list in order of seniority. When additional work becomes available the Employer shall call employees from the list in the order that their names appear so that the most senior employee will be given the opportunity to perform the available work. Part-time employees shall be called for additional work before casual employees.
- b) Casual employees shall also have their names placed on the call-in list in order of seniority and shall be offered a casual assignment based on their seniority.

#### 15.03 Casual Staff Conditions of Employment

Casual staff are expected to:

- a) Be available for most shifts on short notice.
- b) Inform the Employer of their availability prior to pre-booking and provide an updated availability form/schedule where applicable when an employee's availability changes.
- c) Ensure access to messages regularly except when prior notice of unavailability has been given to the Employer.

#### 15.04 Call-In Procedure

Call-in shifts shall be:

- a) Offered in order of seniority **according to the most recent seniority list and including employees already working a shorter shift subject to c), below.**
- b) First offered as the entire shift. If not accepted by any employee in its entirety, the shift may be split between two or more employees at straight

time. If not accepted by any employees at straight time, the shift shall then be offered as overtime, as per Article 16.

- c) **Where the shift is offered with less than forty-eight (48) hours notice** an employee already working a short shift and entitled to the call-in shift by virtue of seniority, will be entitled to accept the call-in shift only if the shift encompasses all hours already booked as the short shift (e.g. a morning shift may be extended to a full day shift).
- d) **When vacancies occur with less than twenty-four (24) hours notice the shift shall be awarded to the first employee contacted that accepts the shift.**
- e) When part-time employees agree to work additional shifts that are outside their regularly assigned schedule, it shall not be construed as a change of shift or as eligibility for overtime payments, unless overtime would have been paid irrespective of the exchange.

#### 15.05 Call-In Response times

**Call in response times shall be as agreed between the parties.**

#### 15.06 Pre-Bookings

- a) A list of shifts that become available through leave of absence requests **shall be posted bi-weekly. The list shall be posted, as provided below** providing the opportunity for employees to review the list and indicate their **availability** for any or all shifts. Pre-booking shifts are:
  - **awarded** on the basis of seniority
  - **awarded** in their entirety **according to the provisions below**
  - filled at straight time rates
- b) Employees who have **indicated their availability for pre-bookings will be emailed the shifts available for pre-bookings every second Wednesday at 6:00 p.m. The pre-booking sheet will be made available in a hard copy in a place accessible to all employees. Employees will have until the following Monday at 9:00 a.m. to respond indicating the shifts for which they are available. Shifts will be awarded to the most senior employee who has indicated their availability. Employees will be notified of the shifts they have been awarded by email or phone call. When an employee has indicated**



**their availability for a pre-booking shift and it has been awarded according to seniority the employee is required to report for the scheduled shift unless leave of absence is granted according to the relevant terms of the Collective Agreement.**

## ARTICLE 16 – OVERTIME

### 16.01 Overtime Rates

All hours worked in excess of those stated in Article 14.02, shall be paid at two (2) times the employee's regular rate of pay.

### 16.02 Overtime on Days Off

Employees accepting work on their scheduled day or days off shall be paid overtime at **two times (2X)** their regular rate of pay for all hours so worked.

### 16.03 Assignment of Overtime

- a) Overtime shall be authorized by the Employer in accordance with established provisions for allocation of overtime.
- b) Employees will not be expected to work overtime against their wishes when other qualified employees within the work unit are willing to perform the required work.
- c) When overtime work is approved and necessary, it is agreed between the parties that overtime work shall be offered in the following sequence:
  - i) Overtime work shall first be offered to employees on duty within Cheshire in order of seniority, provided the overtime work commences immediately after the employee's scheduled shift ends **and the overtime to be worked is less than the minimum report or the need for overtime greater than the minimum report occurred during the employee's scheduled shift.**
  - ii) If the overtime work is not **awarded** as per Article 16.03 c) i), **and work is still required** the overtime work shall then be offered **in order of seniority** to all employees who are **full time hours and** available and able to perform the work.
  - iii) If the overtime work is not accepted as per Article 16.03 c) i or ii, **and work is still required, it shall then be offered in order of seniority**

**and at the overtime rate** to all employees who are able to perform the work.

- d) If no employee within Cheshire accepts the overtime, the Employer may fill that shift using temporary workers from outside the bargaining unit.

## ARTICLE 17 – CALL-BACK

### 17.01 Definition

Call-back refers to an employee called back to work regular hours for a specific task and one that only they can do (for example, maintenance personnel).

### 17.02 Call-Back Guarantee

A "call-back" is a requirement by the Employer for an employee to immediately return to work. Employees called back to work after completing their shift shall be paid at the rate of time and one-half (1 ½) the regular rate for a minimum of three (3) hours. However, employees called back between the hours of 12:00 midnight and 7:00 **a.m.** or on a Statutory Holiday, shall be paid at the rate of **two times (2X)** the regular rate for all hours so worked with a minimum of three (3) hours at the rate of **two times (2)** the regular rate.

### 17.03 Call-Back Transportation Allowance

Employees who are called back to work outside their normal hours of work will use the taxi company designated by the Employer and will charge the return fare to the Employer. Where employees use their own mode of transportation, they shall be paid on the basis of **fifty cents (\$0.50)** per kilometre with a minimum of **ten dollars (\$10.00)** per round trip.

## ARTICLE 18 – STATUTORY HOLIDAYS

### 18.01 Statutory Holidays

For the purpose of this Agreement the Employer recognizes the following as Statutory Holidays:

New Year's Day  
Good Friday  
Easter **Sunday**  
Labour Day  
**Canada** Day

Family Day  
Thanksgiving Day  
Victoria Day  
Remembrance Day  
Christmas Day

Saskatchewan Day

Boxing Day

and any other proclaimed as a holiday by the Federal, Provincial or Municipal Government. A Statutory Holiday shall be observed on the actual calendar date and not on any alternate day.

#### 18.02 Christmas and New Year's Day Off

Normally, an employee shall have at least Christmas or New Year's Day off. All employees must first have opportunity to decline one of those holidays before any other employee has both off, regardless if that employee's normal rotation places them with both holidays scheduled off. Normal pre-booking timelines shall prevail for selection of these days off.

#### 18.03 Statutory Holiday Compensation

1. Except as otherwise provided in this Agreement, all **full time** employees:

- a) Not required to work on a Statutory Holiday shall receive Statutory Holiday pay equal to one (1) days' pay.
- b) Required to work on a Statutory Holiday shall be paid at the rate of one and one-half (1 ½) the regular rate plus another day off with pay at a time mutually agreed between the Employer and the employee within that four (4) week period in which the Statutory Holidays occurs.

2. All other employees:

- a) Not required to work on a Statutory Holiday shall receive Statutory Holiday pay in accordance with the following formula:

$$\begin{array}{ccccc} \text{Number of eligible hours for} & & & & \\ \text{Entitlement in the immediately} & & & & \\ \text{Preceding four (4) week period} & \times & \text{Employee's} & = & \text{Statutory} \\ 20 & & \text{Hourly} & & \text{Holiday Pay} \\ & & \text{Rate} & & \end{array}$$

- b) Required to work on a Statutory Holiday shall be paid at the rate of one and one-half (1 ½) the regular rate plus Statutory Holiday pay in accordance with the formula above.

Eligible hours for entitlement shall include paid hours plus other unpaid leaves as specified in this Agreement.

#### 18.04 Compensation for Statutory Holidays Falling on Scheduled Days Off

If a Statutory Holiday falls on an employee's scheduled day off the employee shall elect to receive either Statutory Holiday pay calculated in accordance with Article 18.03 or equivalent time off with pay. Such time off to be taken at a time mutually agreed between the Employer and the employee with that four (4) week period in which the holiday occurs.

### ARTICLE 19 – VACATION

#### 19.01 Annual Vacations

All employees shall be entitled to an annual vacation period as calculated in accordance with Article 19.04 and 19.05.

#### 19.02 Date of Employment

The date of employment for the purpose of calculating vacation credits shall be the first (1<sup>st</sup>) day of the month in which the employee began employment.

#### 19.03 Vacation Year

"Vacation Year" means the twelve (**12**) month period commencing on the first (1<sup>st</sup>) of April in each fiscal year and concluding on the thirty-first (31<sup>st</sup>) day of March of the next calendar year. Employees shall be entitled to annual vacation credits earned during the calculation period but taken in the following year.

#### 19.04 Vacation Credits

All employees shall earn vacation credits on the following basis:

- a) During the first (1<sup>st</sup>) and subsequent years, including the sixth (6<sup>th</sup>) year of continuous employment – fifteen (15) days per year;
- b) During the seventh (7<sup>th</sup>) and subsequent years, including the eleventh (11<sup>th</sup>) year of continuous employment – twenty (20) days per year;
- c) During the twelfth (12<sup>th</sup>) and subsequent years, including the sixteenth (16<sup>th</sup>) year of continuous employment – twenty-five (25) days per year;
- d) During the seventeenth (17<sup>th</sup>) and subsequent years of continuous employment – thirty (30) days per year.

e) All employees shall earn credits as follows:

$$\frac{\text{Number of hours worked in the previous fifty (52) weeks}}{2080} \times \text{Credit Rate (above)} = \text{Vacation Credit Per Year}$$

#### 19.05 Vacation Pay

- a) Vacation credits shall be paid out at the employee's current ray of pay;
- b) Employees shall receive vacation pay on regular paydays while on vacation unless otherwise requested;
- c) Employees who work less than the full prescribed hours of work per month and have accumulated less than **five hundred and twenty (520)** paid hours in the year will receive 3/52nds, 4/52nds, 5/52nds, 6/52nds of gross yearly earnings, according to their entitlement, and shall be paid out by March 31<sup>st</sup>.

#### 19.06 Posting of Vacation Schedule

Unless otherwise agreed, between the Employer and the Union vacation entitlement for all employees shall be posted on April 1<sup>st</sup> of each year. The Employer shall post a vacation schedule no later than May 15<sup>th</sup> of each year. Such schedules shall be left open for alteration for two (2) weeks.

#### 19.07 Choice of Vacation Date

- a) Insofar as regular operations permit annual vacation time shall be regulated as agreed between the Employer and the employee. In case of disagreement, seniority shall govern. However, employees who do not request vacation time before May 15<sup>th</sup> of each year shall forfeit their right to use seniority. Disputes after this date shall be governed on a first-come, first-serve basis.
- b) Requests for vacation during the period December 20 – January 1 will not be considered by the Employer unless the requests are made prior to September 15<sup>th</sup>.

#### 19.08 Unbroken Vacation Period

An employee shall be entitled to receive vacation in an unbroken period unless otherwise agreed upon between the employee and the Employer. Except in

extenuating circumstances, all requests shall be submitted fourteen (14) calendar days in advance of each portion of vacation entitlement requested.

#### 19.09 Statutory Holidays Within Scheduled Vacation Period

When a recognized Statutory Holidays falls during an employee's scheduled vacation period it shall be recognized as a Statutory Holiday and the employee shall be paid in accordance with Article 18.03. The day on which the Statutory Holidays occurs shall not be deducted from the employee's eligible vacation period.

#### 19.10 Approved Absence During Vacation

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

- a) Is granted bereavement leave, or
- b) Is granted sick leave as a result of hospitalization, or
- c) Is granted other approved leave of absence, or
- d) Is granted sick leave for an illness which would confine the employee for a duration of more than three (3) scheduled days, 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.

#### 19.11 Working During Vacation

No employee shall be required to work during the employee's scheduled vacation period except in cases of emergency.

#### 19.12 Vacation Carry Over

**Upon request employees shall be able to carry over one (1) week of vacation per year. When making the request employees shall provide the Employer with the dates upon which the vacation is to be taken. Such dates shall be mutually agreed and shall not affect the seniority rights of other employees.**

## ARTICLE 20 – LEAVE OF ABSENCE

### 20.01 General Leave of Absence

A leave of absence without pay shall be granted to employees insofar as the regular operations permit including overall impact on the organization. The employee shall provide a reason for requiring leaves of more than fourteen (14) calendar days.

Wherever possible, all requests for leave of absence should be submitted fourteen (14) calendar days in advance. If the request for leave cannot be granted, the Employer shall provide reasons for the refusal of such leave. The Employer shall respond to all requests for leave of absence within seven (7) days of the receipt of the request.

All requests for leave of absence must be submitted in writing to the Employer and a copy to the secretary of the Union.

### 20.02 Paid Bereavement Leave

An employee shall be granted **five (5) days** leave without loss of pay and benefits in the case of death or serious illness or a parent, spouse, brother, sister, child, mother-in-law, father-in-law, brother or sister-in-law, grandparent, grandchild, grandparent in-law, son-in-law and daughter-in-law, niece and nephew, former guardian, fiancé, common-law partner, **aunt or uncle** or some other person with whom the employee has had a similar relationship, or any other relative for whom an employee is required to administer bereavement responsibilities. **Such leave is to be taken in the period from the date of death up to one (1) week after the funeral or memorial.**

### 20.03 Mourner's Leave

An employee scheduled to work may be granted one-half (1/2) day paid leave to attend a funeral as a pallbearer or mourner in the event of the death of someone not covered under Article 20:02.

### 20.04 Medical Care Leave

An employee who is unable to make the necessary arrangement for personal preventative health care outside of scheduled work hours shall be granted time charged to sick leave to a maximum of twenty-four (24) hours per year. In extenuating circumstances, this maximum may be extended by mutual agreement of the parties.

## 20.05 Union Leave

Wherever possible, insofar as the regular operation of the Home permits, a maximum of two (2) designated employees shall, upon reasonable notice, be granted a leave of absence without pay, to attend business meetings, schools, seminars and conventions in connection with Union affairs. An employee granted leave under this Article shall earn seniority, vacation credits, sick leave credits and Statutory Holiday pay. The Employer agrees to continue to pay normal salary and benefits to employees allocated on a short-term basis of one (1) month or less to attend to Union business as referred to above and that the facility is to charge the Local Union for reimbursement of the cost. Such costs shall only include:

- i) Actual lost wages;
- ii) Employer's share of Canada Pension contributions;
- iii) Employer's share of Employment Insurance premiums;
- iv) Employer's share of SARC pension contributions or equivalent;
- v) Employer's share of Group Insurance premiums;
- vi) Employer's share of Disability Income contributions;
- vii) Worker's Compensation premiums.

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

- i) Annual vacation;
- ii) Sick leave;
- iii) Statutory Holiday(s).

## 20.06 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 for a period of one **(1)** year. Such leave may be renewed each year during the term of the position. An employee who is elected to Public Office



shall be granted unpaid leave of absence for the term of such Public Office. An employee granted leave under this Article shall not earn vacation credits, sick leave credits or Statutory Holiday pay for the entire period so granted but shall accumulate seniority up to a maximum of one (1) year.

#### 20.07 Paid Jury or Court Witness Duty Leave

The Employer shall grant paid leave of absence to an employee who serves as a juror or witness in any court. The Employer shall pay such employee(s) the difference between the employee's earning and the payment the employee received for jury service or court witness, excluding payment for travelling, 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.

#### 20.08 Maternity Leave

Unpaid leave of absence shall be granted to an employee for maternity, provided that she provides a medical certificate confirming the pregnancy and showing the probable date of delivery. The following conditions shall apply:

- a) The employee must make application for such leave at least four (4) weeks prior to the start of such leave, except where she provides the Employer with a medical certificate stating that there are "bona-fide" medical reasons requiring that the employee cease work immediately.
- b) The unpaid leave of absence for maternity may be extended to a maximum of **eighteen (18)** months in total, unless the employee provides a medical certificate stating that there is a "bona-fide" reason why the leave should be further extended. Such additional leave shall be limited to six (6) weeks.
- c) Such leave will be granted with assurance that the employee will resume employment at the same rate within the same range of pay for the same position as, or a comparable position to that which she occupied prior to the granting of such leave.
- d) An employee unable to perform her regular duties, but able to perform other work, shall, where possible, without affecting the seniority rights of other employees, be permitted to do so at the appropriate rate of pay for the position she is filling.
- e) Sick leave shall not be granted for the actual period of maternity leave. However, an employee who is pregnant during her period of service with the

Employer shall have access to sick leave credits for any health-related absence relative to the pregnancy (either during or after) while she continues employment with the Employer.

- f) An employee granted leave under this Article shall not earn vacation credits, sick leave credits or Statutory Holiday pay for the entire period so granted.

#### 20.09 Adoption Leave

An employee shall be granted leave without pay at the time of adopting a child. The employee must make application for such leave at least four (4) weeks prior to the start of such leave. If the employee cannot give four (4) weeks notice the employee shall give the Employer as much notice as is given to adoptive parents by the agency. The length of such leave will be at the discretion of the employee, but will not exceed **eighteen (18)** months in total. It shall include a period not to exceed seven (7) calendar days preceding the date the child is received by the adoptive parents. The balance of the leave may be taken following the date the child is received.

#### 20.10 Parental Leave

Employees, whose spouse is expecting a child, shall be granted a parental leave of absence without pay for up to twelve (12) months.

An employee granted leave under this Article shall not earn vacation credits, sick leave credits or Statutory Holiday pay for the entire period so granted.

#### 20.11 Citizenship Leave

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

#### 20.12 Pressing Necessity

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

The employee may elect to use vacation, Statutory Holiday, or their Mental Health Day provided the employee has the necessary time available.

## 20.13 Compassionate Care Leave

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

## ARTICLE 21 – SICK LEAVE

### 21.01 Sick Leave Defined

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

- a) Of being sick or disabled;
- b) 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 other employees, and the employee was instructed by the Employer to leave the employee's place of duty.

#### d) Leave for Family Illness

An employee shall be granted up to three (3) days leave with pay for the illness of a member of the immediate family or someone with whom they have had equivalent relationship. Members of the immediate family shall include a parent, spouse, brother, sister, child or grandchild, and common-law partner.

- e) Of claiming a Mental Health Day, being a day for which no medical certificate is required. Two **(2)** such days may be claimed per **fiscal** year.

### 21.02 Accumulation of Sick Leave

- a) All **full time** employees, except as otherwise stated in this Agreement, shall earn sick leave credits at the rate of one **and one quarter** (1¼) day per month and shall continue to accumulate from month to month thereafter, to

a maximum of **fifty (50)** working days. Sick leave credits for all other employees shall be calculated as follows:

$$\frac{\text{Number of Hours Eligible for Entitlement}}{\text{Full Prescribed Hours per Year (2080)}} \times 15 = \text{Sick Leave Credits}$$

**For the purposes of calculating the sick leave entitlement a "day" shall be considered eight (8) hours.**

- b) The Employer agrees to post an up-to-date list of all employee's sick leave credits in the month of February of each year. Upon proof of error, the Employer will immediately revise the list. A copy of such lists and revisions thereof shall be sent to the Union.

#### 21.03 Deductions From Sick Leave

- a) For **full time** employees a deduction shall be made from accumulated sick leave credits for all normal working hours (exclusive of Statutory Holidays) absent for sick leave.
- b) Part-time and casual employees shall have access to accrued sick leave credits during the posted and confirmed period for shifts scheduled prior to becoming ill. Outside the posted and confirmed period, access to accrued sick leave credits will be based on their guaranteed hours or the average number of paid hours in the twelve (12) months preceding the illness, whichever is greater. However, where the date of illness falls outside the posted and confirmed period, employee(s) shall have access to sick leave credits based on their guaranteed hours or the average number of paid hours in the twelve (12) months preceding the illness, starting from the date of illness, whichever is greater.
- c) An employee who is scheduled to work on a Statutory Holiday and is unable to do so because of being sick shall receive Statutory Holiday pay in accordance with Article 18.03 and no deduction shall be made from accumulated sick leave credits.

#### 21.04 Notification of Illness

An employee claiming sick leave under the provisions of Article 21.01 shall notify the Employer, as soon as possible. No employee shall be entitled to benefits for time previous to such notification unless the delay shall be shown to have been unavoidable.

#### 21.05 Medical Certificate

During leave for sick, medical care, W.C.B. or D.I.P., an employee may be required to furnish a medical certificate from a physician.

Any fees involved in obtaining a medical certificate must be borne by the Employer.

#### 21.06 Sick Leave During Pregnancy

Sick leave shall not be granted for the actual period of maternity leave as defined in Article 20.08. However, an employee who becomes pregnant shall have access to sick leave credits for illness, which may arise during pregnancy while the employee continues active duty for the Employer, subject to Article 20.08 or as the pregnancy may otherwise be at risk.

#### **21.07 Immunizations**

The Employer shall provide annual immunization for flu and tuberculosis. Employees seeking hepatitis B immunization may be reimbursed after one (1) year of employment.

### ARTICLE 22 – PAYMENT OF WAGES

#### 22.01 Salary Scales

The salary scale applicable to all employees shall be as set out hereinafter in "Schedule A" of this Agreement.

#### 22.02 Payment of Wages

The employees will be paid actual earning on a bi-weekly basis.

#### 22.03 Increment

Increments shall be granted to employees on completion of each two thousand and eighty (2080) hours up to a maximum of eight thousand, three hundred and twenty (8320) hours as defined in Article 11.03.

#### 22.04 Worker's Compensation Payments

When an employee suffers loss of time due to injuries and/or illness and applies for disability payments from the Workers' Compensation Board, the Employer

shall continue to pay such employee his regular rate of pay for a period not exceeding **one (1) year**. Payments made by the W.C.B. during this period shall become the property of the Employer. In no event will the amount paid to the employee be less than the amount the Employer receives from the Workers' Compensation Board. The hours paid for part-time and casual employees receiving Workers' Compensation benefits shall include all paid hours (e.g. regularly scheduled hours, additional casual hours, vacation hours, sick hours, Statutory Holiday hours and paid leaves of absence) excluding overtime and other premium payments, and shall be based on the previous fifty-two (52) week period.

Where the employees' status (full time, part-time, casual) has changed within the fifty-two (52) week period, the calculation of hours paid will be based upon the period of time since the date of change to the employee's status at the time the Worker's Compensation claim is initiated.

An employee receiving benefits under *The Workers' Compensation Act* shall earn vacation credits, sick leave credits but not Statutory **H**oliday pay. Employees shall earn seniority for the entire period. Should the employee's claim be disallowed by Workers' Compensation, then any money so paid will be either charged against sick time, or if the employee has no sick time, the amount so paid will be recovered from the employee, and the employee shall make application for Disability Income Benefits, in accordance with the terms of the plan.

## ARTICLE 23 – WORK OF THE BARGAINING UNIT

### 23.01 Work of the Bargaining Unit

Subject to Article 16.03 **d**), the Employer shall not permit any person excluded from the scope of this Agreement to do work on any jobs in the bargaining unit, except in cases of emergency, instruction and experimentation.

## ARTICLE 24 – PERSONNEL REPORTS

### 24.01 Performance Appraisals

When an appraisal of an employee's work performance is made, the employee concerned shall be given the opportunity to read the appraisal. The employee shall sign to acknowledge they have read and received a copy of the performance appraisal. Such signature shall not constitute an agreement with the contents of the appraisal.

An employee performance appraisal cannot be used to discipline an employee. The employee shall have the right to respond to such appraisal within fourteen (14) days and such response shall become part of the record.

#### 24.02 Reports

The Employer agrees to advise and discuss with the employee in question any report concerning the employee's performance while employed with the Group Home prior to such being filed in the employee's personnel file.

Where it is established that information contained in the report is inaccurate or incorrect, the material shall either be corrected or removed, depending on the action required.

The employee shall receive a copy of the report at the time of signing.

#### 24.03 Union Representation

The Employer shall inform the employee of their right to Union representation. At the employee's request, the employee shall have a Union Representative at any meeting during which an adverse report is discussed.

#### 24.04 Access to Personnel File

The Employer shall permit an employee to review their personal file (excluding employment references) provided they make arrangements with their immediate supervisor.

It is understood that the material in the employee's personnel file located in the personnel Department shall be the only official record of the employee.

#### 24.05 Maintaining Personnel File

Documents relating to discipline or adverse performance shall become void and be removed from the employee's personnel file after two (2) years, provided that no similar occurrences have occurred during that period.

### ARTICLE 25 – GENERAL PROVISIONS

#### 25.01 Mileage Allowance

All employees required to use their vehicles for the Employer's business shall be

paid **fifty** cents (**\$0.50**) per kilometre with a minimum of **ten** dollars (**\$10.00**) per round trip.

#### 25.02 Meals Supplied

Employees shall be charged one dollar fifty cents (\$1.50) per paid day.

#### 25.03 Bulletin Boards

The Employer shall provide a bulletin board in a location mutually agreed upon, which shall be placed so that all employees will have ready access to it 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. No notices or other materials relating to the Union shall be posted in the Homes.

#### 25.04 Personal Property Damage or Loss

An employee's personal property loss or damage by action of a resident, in cases other than employee negligence, shall be replaced or repaired by the Home to a maximum of **seven hundred dollars (\$700.00)** provided that reasonable proof of the cause of such damage is submitted by **the** employee concerned to the Supervisor, prior to leaving work, either in person or by leaving a note for her, giving the particulars of the loss or damage.

#### 25.05 Uniforms

If the Employer requires their employees to wear uniforms, the Employer will furnish and maintain (launder and repair) without charge such uniforms. These remain the property of the Employer and shall not be worn other than on duty.

#### 25.06 Proper Accommodation

The Employer agrees to make every reasonable effort to provide proper accommodation that is not directly accessible to the public to allow employees to store personal effects and clothing worn to and from the Home.

#### 25.07 Allowance for Tools

The Employer shall supply all tools and equipment, which it deems necessary to employees in the performance of their duties. Worn or broken tools shall be returned to the Employer.



## 25.08 Shift Premium

A shift premium of fifty cents (\$0.50) per hour shall be paid to all employees for all hours that fall within the period 2300 hours and 0700 hours (including shifts worked on Statutory Holidays). This premium shall not apply to any overtime hours worked.

## ARTICLE 26 – OCCUPATIONAL HEALTH AND SAFETY

### 26.01 Occupational Health and Safety Committees

- a) The Union and the Employer shall continue to co-operate in perfecting the safety measures now in effect, and further agree that the provisions for Occupational Health and Safety Committee, as provided for under the occupational health and safety **provisions of *The Saskatchewan Employment Act***, shall be carried out.
- b) An employee or group of employees who have a health or safety concern **shall** endeavour to resolve that concern by first referring the concern to the immediate Supervisor, who will investigate immediately.

## ARTICLE 27 – EMPLOYMENT STATUS DURING DISABILITY

### 27.01 Disabled from Own Occupation

- a) Date Employee Becomes Disabled

On the date the employee becomes sick or disabled, the employee shall claim sick leave in accordance with Article 21.01 and 21.03 for a maximum of one hundred and nineteen (119) calendar days. Should the employee's sick leave credits expire before the one hundred and nineteen (119) calendar day maximum, the employee shall be placed on an unpaid leave of absence.

- b) One Hundred and Nineteen (**119**) Calendar Days Following Date of Disability

The employee's disability will be reviewed one hundred and nineteen (119) calendar days following the date of disability. If the employee is not fit to return to work, the employee shall be placed on an unpaid leave of absence which will be reviewed in one year's time. If eligible, the employee will receive benefits from the Disability Income Plan. **The employee's position will be posted on a temporary basis.**

**c) Two (2) Year and One Hundred and Nineteen (119) Calendar Days Following Date of Disability**

The employee's disability will be reviewed two (2) years and one hundred and nineteen (119) calendar days following the date of disability. If the employee is not fit to return to work at any occupation in the Home, the employment relationship shall be severed.

**d) Extension of Leave of Absence**

Before two (2) years and one hundred and nineteen (119) calendar days are up, an independent medical practitioner states that the employee's treatment plan has resulted in consistent improvement and the employee may be able to return to work within twelve (12) months to an occupation at the Home, for which he/she is qualified, a further one (1) year extension to the leave of absence may be granted.

**27.02 Permanent Disability From All Occupations**

If at any time during the two (2) years and one hundred and nineteen (119) calendar day period referred to in Article 27.01 an independent medical practitioner states that the employee's disability, regardless of treatment, is such that the employee will not be able to return to any occupation for which he/she is qualified at the home, the employment relationship shall be severed.

**27.03 Job Placement During Leave of Absence**

While a disabled employee is on leave of absence, the employee will be considered for any vacancy for which the employee may be qualified and able to perform. If such a vacancy occurs the Employer, employee and the Union will meet to review the employee's qualifications and ability to perform the work. In accordance with Article **7.04** the Employer and Union may agree to waive the posting provisions and the disabled employee will be offered the position and allowed a trial period in accordance with Article **12.07**.

**27.04 Accumulation of Seniority**

Employees will continue to earn seniority in accordance with Article 11.03.

## ARTICLE 28 – EMPLOYMENT STATUS DURING WORKERS' COMPENSATION

### 28.01 Disabled From Own Occupation

#### Date of the Accident

On the date the employee has an accident in connection with the employee's employment, the employee shall report the accident to the Employer. A claim shall be sent to the Workers' Compensation Board and, if eligible, the employee shall receive benefits in accordance with Article 22.04.

### 28.02 Job Placement During Leave of Absence

While a disabled employee is on leave of absence, the employee will be considered for any vacancy for which the employee may be qualified and able to perform. If such a vacancy occurs the Employer, employee and Union will meet to review the employee's qualifications and ability to perform the work. In accordance with Article 12.07 the Employer and Union may agree to waive the posting provisions and the disabled employee will be offered the position and allowed a trial period in accordance with Article 12.06.

### 28.03 Accumulation of Seniority

Employees will continue to earn seniority in accordance with Article 11.

## ARTICLE 29 - BENEFITS

**29.01** The Employer agrees to provide the following benefits to employees who are eligible under the terms of the plans and subject to the terms **of the plans:**

- a) **Dental, Group Life, Accidental Death and Dismemberment - Extended Healthcare – Employer paid;**
- b) **Long-Term Disability - (LTD) is paid one-half (1/2) by the Employer and one-half (1/2) by the employee through payroll deduction;**
- c) **SARC Pension Plan – Employees make contributions based on four per cent (4%) of gross wages remitted to the plan through Employer payroll deduction and the Employer provides a matching contribution to the plan for each participating employee.**

Schedule "A"  
Cheshire Homes of Saskatoon  
Effective **April 1, 2020**

Description	<b>April 1, 2020</b>
Maintenance	
Employees Participating in Pension Plan:	
Probation/ Training	<b>\$17.15</b>
After probation and after 360 hours	<b>\$17.81</b>
(after 2080 hours)	<b>\$18.41</b>
(after 4160 hours)	<b>\$18.95</b>
(after 6240 hours)	<b>\$19.49</b>
(after 8320 hours)	<b>\$20.13</b>
Employees Not Participating in Pension Plan:	
Start	<b>\$16.89</b>
(after 2080 hours)	<b>\$17.15</b>
(after 4160 hours)	<b>\$17.66</b>
(after 6240 hours)	<b>\$18.22</b>
(after 8320 hours)	<b>\$19.32</b>
Care Staff	
Employees Participating in Pension Plan:	
Probation	<b>\$17.15</b>
Start (after 360 hours)	<b>\$17.81</b>
(after 2080 hours)	<b>\$18.41</b>
(after 4160 hours)	<b>\$18.95</b>
(after 6240 hours)	<b>\$19.49</b>
(after 8320 hours)	<b>\$20.13</b>
Employees Not Participating in Pension Plan:	
Start	<b>\$16.89</b>
(after 2080 hours)	<b>\$17.15</b>
(after 4160 hours)	<b>\$17.66</b>
(after 6240 hours)	<b>\$18.22</b>
(after 8320 hours)	<b>\$19.32</b>

**Retroactive pay increases for all paid hours shall be provided to all employees currently on staff at the time of signing of the collective agreement.**

**The parties agree that all eligible employees will be enrolled in the Extended Health Benefits plan according to the terms of the plan. The Union further proposes that the cost of premiums for the current Long-Term Disability be shared on a 50/50 basis by the Employer and the employees and that the other new proposed benefits and any current benefits be funded by the Employer. For clarity the Union proposes that all current benefits remain as currently provided with the exception of the change to the funding of Long-Term Disability.**

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LETTER OF UNDERSTANDING

BETWEEN

CHESHIRE HOMES OF SASKATOON

AND

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU-West)


RE: WAGES FOR EMPLOYEES

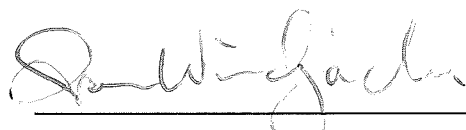
This agreement may be opened for the negotiation of Schedule of Wages as contained in Schedule "A" in the event the funding agency grants an increase in funding for wages to the Employer. Either party intending to enter into such negotiation of wages shall be required to serve the other party with not less than thirty (30) and not more than (60) days written notice of intent. It is understood and agreed that in such event all other provision of this Agreement shall remain in full force and effect. Any wage increase effected pursuant to such negotiation shall not exceed the amount of funding increase received from the funding agency.

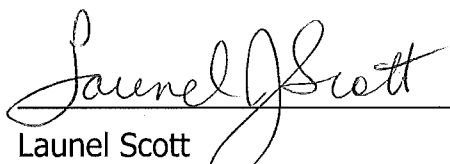
SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

On behalf of:  
Cheshire Homes of Saskatoon  
**Bargaining Committee**

  
\_\_\_\_\_  
Janann Blackburn


  
\_\_\_\_\_  
Tony Heit


  
\_\_\_\_\_  
Ivan Windjack

  
\_\_\_\_\_  
Launel Scott

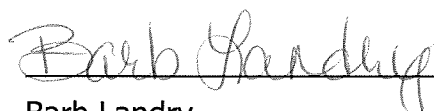
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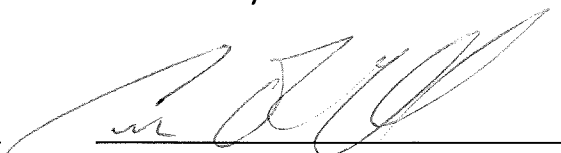
On behalf of:  
Service Employees International Union  
(SEIU-West) **Bargaining Committee**

  
\_\_\_\_\_  
Brian Sawchyn

  
\_\_\_\_\_  
Lora-Lee Cummins

  
\_\_\_\_\_  
Lisa Moffat

  
\_\_\_\_\_  
Barb Landry

  
\_\_\_\_\_  
Cam McConnell



LETTER OF UNDERSTANDING

BETWEEN

CHESHIRE HOMES OF SASKATOON

AND

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU-West)

RE: MEAL PERIODS AND DEDUCTIONS

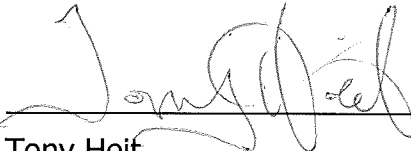
The Parties hereby agree to the following, effective 1 August 2002:

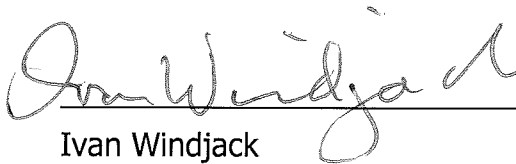
1. Employees shall not be required to take meal periods or be subject to the "Meals Supplied" deductions referred to in Article 25.02 of the Collective Agreement unless they work a shift of five (5) or more hours.
2. Employees who work less than five (5) hour shifts may elect to opt out of the meal provisions of Article 25.02 on an annual basis.
3. Employees opting out of the meal provisions of Article 25.02 shall do so in writing to the Employer annually for the period of the following year. Employees shall provide written intent to opt out of Article 25.02 not before 1 August, and not later than the last business day of August, for each year. New employees may make their election on the day of their orientation for the remainder of the current year until the last business day of August.
4. Employees who opt out of the meal provisions shall not be entitled to access any food or beverage that is the property of Cheshire Homes while at work on a shift of less than five (5) hours.
5. In the absence of specific written exclusion from an Employee, Article 25.02 shall apply to all other employees. Article 25.02 automatically applies to all shifts greater than five (5) hours.

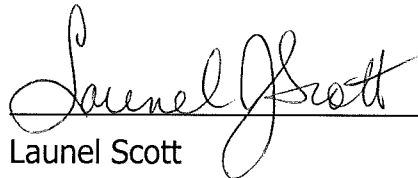
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

On behalf of:  
Cheshire Homes of Saskatoon  
**Bargaining Committee**

  
Janann Blackburn


  
Tony Heit

  
Ivan Windjack

  
Launel Scott

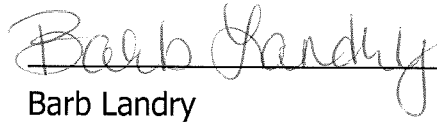
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On behalf of:  
Service Employees International Union  
(SEIU-West) **Bargaining Committee**

  
Brian Sawchyn

  
Lora-Lee Cummins

  
Lisa Moffat

  
Barb Landry

  
Cam McConnell

## **LETTER OF UNDERSTANDING**

**Regarding the implementation of extended shifts**

**BETWEEN: SEIU-West**

**AND: Cheshire Homes of Saskatoon**

**The parties agree that the following terms and conditions shall apply to those employees whom both parties have agreed may work an Extended Shift Schedule in Cheshire Homes of Saskatoon.**

**A modified shift schedule providing for an extension of the work day to a ten (10) hour shift for a trial period of six (6) months from the date of ratification of the current Collective Agreement. Extensions may be granted on the basis of mutual agreement between the Union and the Employer.**

**1. Hours of Work**

**Designated full time employees may be scheduled to work ten (10) hour shifts not to exceed eighty (80) hours per two (2) week period without loss of benefits to the employees, without triggering overtime.**

**2. Term**

**Either party may terminate the extended shift agreement by giving the other party ninety (90) calendar days written notice.**

**3. Application**

**All other conditions of employment shall be as per the Collective Bargaining Agreement.**

**4. Overtime**

**Overtime shall be paid for all time worked in excess of ten (10) consecutive hours or eighty (80) hours in a two (2) week payroll averaging period at the rate of *two times* (2 X) the regular rate of pay.**

**5. Rest and Meal Periods**

**As per Article 14.09 and 14.10 and *The Saskatchewan Employment Act*.**

**6. Consecutive Periods of Work**

**An employee shall be scheduled for no more than four (4) consecutive ten (10) hour shifts. Article 14.03 b) shall apply.**

**7. Master Rotation**

**Deviation from the posted schedule which results from an employee initiating an exchange of shifts with other qualified employees shall not increase the cost to the Employer.**

**8. Annual Vacations**

**As per Article 19.04. For the purposes of applying Article 19.04 a day shall mean eight (8) hours of vacation time.**

**9. Statutory Holidays**

**As per Article 18.03**

**10. Sick Leave**

**As per Article 21.02 a). For the purposes of calculating sick leave credits under Article 21.02 a) a day shall mean eight (8) hours of sick leave.**

**11. Shift Premiums**

**Employees shall be entitled to shift premiums as provided for in Article 25.08.**

**12. Eligible Employees**

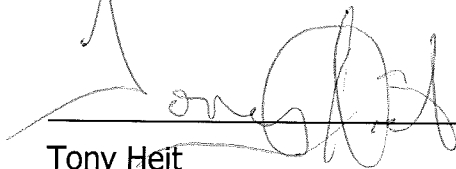
**Appropriate units of employees for implementing extended work hours will be all permanent full time employees affected by the proposed schedule.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

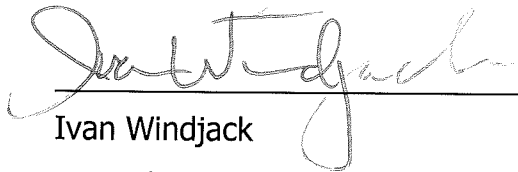
On behalf of:  
Cheshire Homes of Saskatoon  
**Bargaining Committee**



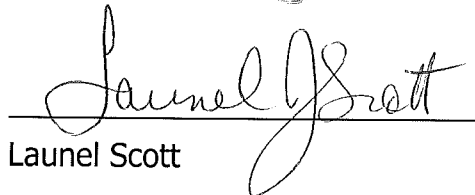
Janann Blackburn



Tony Heit



Ivan Windjack



Launel Scott

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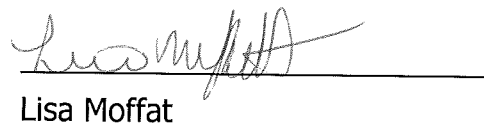
On behalf of:  
Service Employees International Union  
(SEIU-West) **Bargaining Committee**



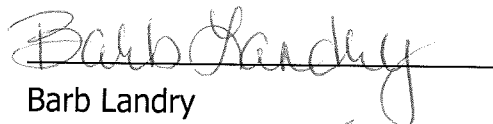
Brian Sawchyn



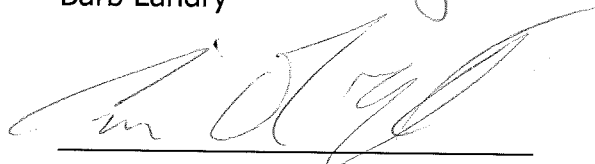
Lora-Lee Cummins



Lisa Moffat



Barb Landry




Cam McConnell


Signing Page

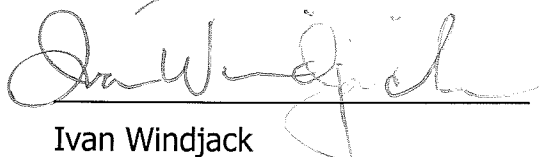
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

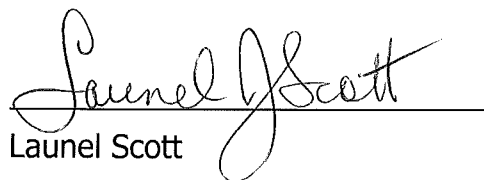
On behalf of:  
Cheshire Homes of Saskatoon

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Cheshire Homes of Saskatoon  
**Bargaining Committee**

  
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\_\_\_\_\_  
Tony Heit

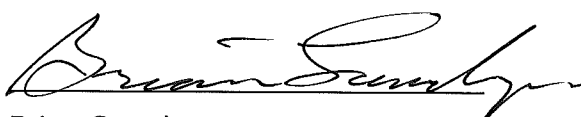
  
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Ivan Windjack

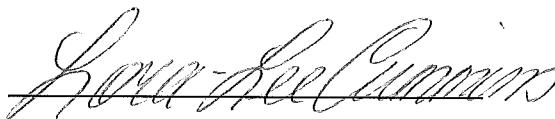
  
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Launel Scott

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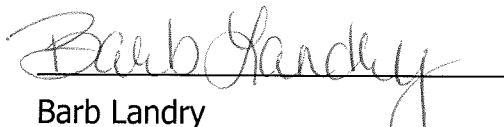
On behalf of:  
Service Employees International Union  
(SEIU-West):

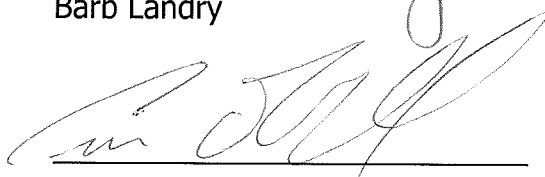
On behalf of:  
Service Employees International Union  
(SEIU-West) **Bargaining Committee**

  
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Brian Sawchyn

  
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Lora-Lee Cummins

  
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Lisa Moffat

  
\_\_\_\_\_  
Barb Landry

  
\_\_\_\_\_  
Cam McConnell

## Union contacts:

	Name	Phone	Email
Unit Chairperson			
Unit Vice-Chairperson			
Workplace Communicator			
Shop Stewards			
Union Representative:			

The Member Resource Centre (MRC) is normally staffed from 9 am to 5 pm Monday to Friday.  
 You can reach an MRC Officer by phone (1-888-999-7348 and press 1) or  
 you can use the 'Contact Us' form on the website: [www.seiuwest.ca](http://www.seiuwest.ca).

## Calendar for Year 2018 (Canada)

January							February							March							April						
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## Calendar for Year 2021 (Canada)

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## Calendar for Year 2022 (Canada)

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September							October							November							December						
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## Calendar for Year 2023 (Canada)

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8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29
																					30						

May							June							July							August						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3							1			1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31		
														30	31												

September							October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1	2	3	4	5	6	7				1	2	3	4						1	2
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
																					31						

## Calendar for Year 2024 (Canada)

January							February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3					1	2				1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9	7	8	9	10	11	12	13
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16	14	15	16	17	18	19	20
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23	21	22	23	24	25	26	27
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30	28	29	30				
														31													

May							June							July							August						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1													1	2
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31
							30																				

September							October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5						1	2	1	2	3	4	5	6	7
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

**SEIU-West represents working people across Saskatchewan who work in Health Care, Education, Municipalities, Community Based-Organizations and Private Sector industries. We work to improve the lives of working people and their families and lead the way to a more just and humane society.**



**The gains and protections contained in this document are the result of you and your co-workers coming together to negotiate a Collective Agreement with your Employer. If you know of someone who needs this kind of agreement and Union protections in their workplace, please contact the SEIU-West Organizing Department today at 1-888-999-SEIU (7348).**