

**The Following Provisions Constitute the
Tentative Memorandum of Agreement**

Between

Service Employees International Union West (SEIU-West)

And

Extendicare Canada Inc. (ECI)

Reached on December 8, 2021

The parties agree that the Memorandum of Agreement constitutes full and final settlement of the terms of the Collective Agreement for the period April 1, 2017 to March 31, 2023

The parties agree to recommend acceptance of all terms contained within these Memorandums of Agreement to their respective principles.

The parties agree to complete the ratification process and exchange such results no later than sixty (60) calendar days following the signing of the Memorandum of Agreement.

Unless stated otherwise, the terms and conditions of the Memorandums of Agreement become effective on the date upon which the parties exchange written notice or ratification by their principles.

The parties agree that the attached articles, as well as other matters negotiated and agreed to by the parties during this round of negotiations applicable to the term of April 1, 2017 to March 31, 2023, represent amendments to the current Collective Agreement. All other articles of the Collective Agreement remain as current.

Some Articles may only reference those parts where language was changed, and do not replicate the rest of the Article. It is understood the rest/remainder of those Articles remain in their entirety as current.

The parties agree that any errors and omissions in this document are excepted.

1.01 Term of Collective Agreement

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after April 1, **2017**, up to and including March 31, **2023**, and from year to year thereafter, unless notification of desire to amend be given in writing.

1.02 Open Period

Either party may, not less than **sixty (60)** ~~thirty (30)~~ days nor more than **one hundred and twenty (120)** ~~sixty (60)~~ days before the expiry date hereof, give notice in writing to the other party to negotiate a revision thereof.

3.04 Progressive Discipline

- 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 **SEIU-West** ~~the Local Union Office~~;

4.05 Return to Work and Duty to Accommodate

- a) The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to Employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability, or as a consequence of limitations as a result of illness or injury or who otherwise require accommodation as set out in the Saskatchewan Human Rights Code, the Saskatchewan Human Rights Code-Regulations, and **The Saskatchewan Employment Act** ~~The Saskatchewan Labour Standards Act and The Saskatchewan Occupational Health and Safety Act~~. A Return to Work or Duty to Accommodate shall provide a fair and equitable process to allow a disabled employee to return to work. It is recognized that employees may be supernumerary **dependent** ~~dependant~~ on the terms of their Return to Work/Duty to Accommodate process.

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

8.01 Board of Arbitration

Where the parties agree, a sole Arbitrator may be appointed instead of an Arbitration Board. If a sole Arbitrator is not agreed upon by the parties within thirty (30) calendar days of notification by one (1) party to the other that the grievance is being referred to arbitration, or if either party indicates the desire for an Arbitration Board when the grievance is referred to arbitration, the dispute shall be referred to an Arbitration Board as set out below. The thirty (30) calendar day period referred to above may be extended by mutual agreement with the Employer and the Union.

- h) An Arbitrator, or Arbitration Board, or a Board of Conciliation established under **Part VI, Division 7, Section 6-29** of *The Saskatchewan Employment Act* ~~Subsection 22 (1) of *The Trade Union Act*~~, may enlarge the time allowed by this Article or by the terms of this Collective Agreement for giving any notice or taking any step in the proceedings, whether the time allowed for the giving of the notice or the taking of the step has or has not expired.

10.01 Probationary Period for New Employees

- c) During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge only for reasons of unsuitability. SEIU-West shall be notified, in writing, of discharge within seven (7) calendar days. Seniority shall be effective for all purposes including but not limited to vacation, call-in, job postings, lay-offs, and as per Article 20 and/or Article 9.

11.01 Creation of New Classifications or Changes to Existing Classifications

- k) Should the Provincial Provider Group Joint Job Evaluation Maintenance Committee recommend the creation of Pay Bands beyond Pay Band **23** ~~21~~, the Parties shall meet to establish the new Pay Bands based on the established point band size and wage line promotion formula.

11.07 Rates of Pay

a) Pay on Promotion

When an employee is promoted, the employee shall be advanced to the hourly rate in the applicable Pay Band of the higher paid job classification which is next higher than the employee's highest current hourly rate, or to the hourly rate which is next higher again if the initial advancement is less than or equal to the employee's next dollar value increase increment in their highest current Pay Band.

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

11.10 Call-In System

a) Aims and Principles

vii) Hours of Work and Days Off

Unless overtime is paid in accordance with Article **13.08** ~~13.07~~, employees cannot work in excess of eight (8) hours per day or one hundred and twelve (112) hours per three (3) week period. No waiver of such overtime pay shall be requested or allowed.

When employees work in the bargaining unit under the provisions of an extended shift agreement and in another department with regular hours of work, their call-in availability shall be determined in accordance with Article **13.04 g) 13.04 h)**.

c) Procedure

- x) Employees shall be offered additional work that becomes available in order of seniority as follows:

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

- (h) Where an employee has call-in work scheduled outside the posted and confirmed period as per (a) above, the Employer agrees that such work shall be guaranteed within the twenty-one (21) calendar day provisional work scheduled, subject to Article **13.04 (f) 13.04(g)**.

11.11 Call-In Postings

b) Call-In Posting Process

- ii) The Employer may post a Call-In Posting, after the available shifts have been offered as per i) above, and the remaining shifts can be consolidated into a block of work such that:

At the time of application, the casual employee must be able to accept all shifts contained in the Call-In Posting.

Notwithstanding the above, the parties may agree to delay the commencement of the Call-In Posting in order to accommodate the scheduling provisions of the Collective Agreement. Such agreement shall not be unreasonably withheld. Further, and notwithstanding the provisions of Article 11.10 Call-In System, the parties may agree to allow an employee to waive the weekends off rate specified in Article **13.16 13.15**, on a one-time basis, in the application of this Article and for the purposes of accepting all shifts contained in the Call-In Posting.

12.02 Notification of Lay-Off

The initial lay-off notice, as established by the Employer, shall be the start date. Employees who are in receipt of the initial lay-off notice will receive ten (10) weeks notice. Employees subsequently bumped will receive the greater of the balance of the ten (10) weeks notice from the start date or the notice period provided by **The Saskatchewan Employment Act Labour Standards**, but in no case will receive less than fourteen (14) calendar days notice. If the employee laid off or displaced has not had the opportunity to work the above notice period, the

employee shall be paid in lieu of work for that period of the notice period for which work was not made available. However, in this notice period, if regular duties are unavailable, the Employer may assign duties other than those normally connected with the job classification in question.

12.04 Displacement of Employees

- a) Within the facility/agency, a laid off or bumped employee may exercise seniority, provided they have the necessary qualifications required to fill the position and the ability to perform the work, subject to the following:
 - ii) Employees shall choose to exercise their seniority into either a full-time or part-time position within the job classification specified in Article 12.04 a) i); and
- c) Where a facility closure occurs within Extencicare Canada Inc. and an employee is laid off as a result, such employee may exercise seniority as per Article 12.04 a) or b) above based upon the following parameters:
 - v) ~~iv)~~ New employees shall be included based upon their date of hire, until such time as their seniority has been established pursuant to Article 10.01. In the event that the date of hire is the same for two (2) or more employees, placement shall be determined by earliest birth date in the year.

12.10 Trial Period Upon Displacement

Employees who exercise their seniority rights to bump another employee in the same job classification, work area and facility/agency shall not be required to serve a trial period. Employees who exercise their seniority rights to bump another employee in a different job classification, work area or facility/agency shall be required to serve a trial period of three hundred and twenty (320) hours worked. During the trial period, if, in the opinion of the Employer, an employee is demonstrably incapable/unsuitable for the position, or at the employee's request, the employee shall be placed on lay-off **and** in accordance with Article 12.03 b) ii) shall be eligible to access options 3, 4, or 5.

12.13 Orientation and Trial Period Upon Re-employment

- b) Employees who are re-employed in a new job classification pursuant to Article 12.12 (Rights of Employee Upon Re-employment) shall be entitled to a trial period in accordance with Article **11.06** ~~11.05~~ (Trial Period). The employees shall be given reasonable orientation.

13.07 Meal Periods

- a) One (1) unpaid meal period of one-half (½) hour shall be scheduled for each employee working a shift of **five (5) hours or more** ~~at least five and one-half (5 ½) hours (exclusive of meal period)~~. Where an employee is working a shift of less than **five (5)** ~~five and one-half (5 ½) hours~~, an unpaid meal period shall not be scheduled, unless by mutual

agreement between the Employer and the Union. In the event the employee is required to work during the scheduled meal period, or required to stay on the premises during the meal period, such time shall be provided later in the shift or, paid at the applicable overtime rates if such time cannot be rescheduled. Notwithstanding the above, the Employer and the Union may negotiate alternate local agreements where employees are required to remain on the premises.

The parties agree to identify and modify those five (5) hour shifts set out in the applicable master rotation that may need to be expanded to five and one half (5½) hours in order to meet the employee(s) guaranteed hours.

13.13 Transportation Allowance

- a) Employees who are called back to work and require transportation, will use either the taxi company designated by the Employer and will charge the return fare to the Employer, or where employees are required or choose to use their own mode of transportation, they shall be paid at the basis of **current SPTI rates** ~~thirty-nine point nine four cents (\$0.3994)~~ per kilometre with a minimum of three dollars and fifty cents (\$3.50) per round trip.
- b) When an employee is requested and agrees to use his or her own automobile for Employer's business after the normal travel to work and before travelling home from work, such employee shall be paid at the basis of **current SPTI rates** ~~thirty-nine point nine four cents (\$0.3994)~~ per kilometre with a minimum of three dollars and fifty cents (\$3.50) per round trip. The above arrangements may be altered by mutual agreement between the Union and the Employer.

(specific rates will be included in a) and b) when a tentative agreement is agreed to and ratified)

- c) The transportation rate shall be adjusted (increased or decreased) to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI) for **January 2017 over October 2016** ~~October 2006 over July 2006~~. The adjustment percentage will be rounded off to the nearest one-hundredth (1/100) of one percent (1%). The amount of the adjustment yielded by the procedure shall be rounded to the nearest one hundredth (1/100) of one cent **(\$0.0001)** ~~(\$0.001)~~.

Further reviews will be done according to the following table:

REVIEW PERIOD	EFFECTIVE DATE
April over January	July 1
July over April	October 1
October over July	January 1
January over October	April 1
<u>REVIEW PERIOD</u>	<u>EFFECTIVE DATE</u>
January 2014 over October 2013	April 1, 2014
April 2014 over January 2014	July 1, 2014

July 2014 over April 2014 ————— October 1, 2014
October 2014 over July 2014 ————— January 1, 2015

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

15.02 Maternity Leave

Unpaid leave of absence shall be granted to an employee for maternity. An employee must make written application for the leave of absence no later than fifteen (15) calendar days in advance, except in extenuating circumstances.

- f) **All employees on maternity leave may provide notification to the Employer of their availability for work under the provisions of Article 11.10 within their department and/or classification. For the purposes of Article 11.10, all such employees will be treated as casual employees throughout the period of the maternity leave.**

15.04 Parental Leave

- a) Upon request, an employee whose spouse is expecting a child shall be granted up to **sixty-three (63) ~~thirty-seven (37)~~ weeks** unpaid leave which can be taken during the **thirteen (13) weeks ~~three (3) months~~** before **and/or** during the **fifty-two (52) weeks ~~twelve (12) months~~** after the birth of the child. In the event an employee on parental leave is affected by lay-off, the employee shall be afforded access to the provisions of Article 12 (Lay-Off and Re-Employment).

15.08 Interpersonal Violence Leave

The Parties recognize that employees sometimes face situations of interpersonal violence in their personal life. Upon notification to the employer, employees shall be entitled to access time off with pay up to a maximum of forty (40) hours and time off without pay up to a maximum of a further forty (40) hours for Interpersonal Violence Leave as provided for in the Interpersonal Violence Leave in *The Saskatchewan Employment Act (SEA)*, Section 2-56-1. Employees will ensure the Employer is notified as soon as possible as to the expected duration of each request for Interpersonal Violence Leave.

Upon written notification to the employer an employee may request Time Off in Lieu or Vacation to maintain income while on the unpaid portion of the leave. After ten (10) days, an employee may request to use other applicable leave provisions as per the Collective Agreement.

Renumber the remainder of the Article.

19.06 Professional Fees

- a) Effective **April 1, 2019** ~~2018 April 1, 2014~~, the Employer shall reimburse eligible employees for associated professional or licensing fees that employees are required to pay by either statute or by the Employer. The maximum reimbursement shall be two hundred dollars (\$200.00) or the professional fee amount established by the professional association required to practice as of **January 1, 2017** ~~January 1, 2012~~, whichever is greater.

ARTICLE 20 SENIORITY AND BENEFIT PORTABILITY

20.01 Employees who terminate from any Employer covered by the SEIU-West/SAHO Collective Bargaining Agreement or the SEIU-West Extencicare (Canada) Inc. Collective Bargaining Agreement and commence employment with any Employer covered by the aforementioned Collective Bargaining Agreement(s) within one hundred and twenty (120) days shall be entitled to transfer the following:

- i) Notwithstanding Article 9.04, all seniority accrued to date of termination;
- ii) Their most recent vacation accrual rate (earliest date of hire);
- iii) Unused sick leave credits to a maximum of thirty (30) days;
- iv) Their salary step, if re-employed in the same job classification;
- v) Pension, Group Life, Dental (core), Disability Income Plan, Extended Health Benefits and Enhanced Dental in accordance with the terms of the Plans.
- vi) **Unused** ~~Accrued~~ Family Illness Leave Credits

An employee who commences employment within the one hundred and twenty (120) day period shall have a new increment date established to coincide with the first (1st) day of re-employment. The provisions of Article 18.03 (Recognition of Previous Experience) shall be utilized.

Notwithstanding the provisions of Article 20.01 i) through v), employees shall serve a probationary period.

20.02 Employees who are employed with two (2) or more Employers shall not be eligible to transfer items as specified in Article 20.01 until such time as they terminate with one (1) or more of the Employers. It shall be the responsibility of the employee to notify the remaining Employer of their termination and request a transfer of their seniority and benefits as specified in Article 20.01. The remaining Employer shall complete the transfer of items specified in Article 20.01 within two (2) calendar weeks of receipt of the employee request. In the event the employee remains employed with more than one (1) Employer they shall only be entitled to transfer their seniority and benefits from the terminating Employer to one (1) of the remaining Employers.

When combining seniority the total cannot exceed one thousand nine hundred and forty-eight point eight (1948.8) hours per year of service.

When combining unused Family Illness Leave credits, to a maximum of forty five (45) hours.

When combining sick leave credits the total cannot exceed the maximum of one hundred and sixty (160) days.

Where employees become employed with two (2) or more Employers the provisions of Article 18.03 (Recognition of Previous Experience) shall be utilized.

Employees who are employed in the same classification and remain employed in the same classification shall retain their highest increment level. Where this results in a higher hourly rate, a new increment date shall be established coincident with the move to the higher increment level.

21.01 Technological Change

If, as a result of the Employer introducing:

- New equipment;
- Changes in operating methods;
- Dissolution of department(s); or
- Complete facility closure;

certain job classifications will no longer be required in the affected facility, agency or affiliate, the Employer shall notify the Union three (3) months in advance of instituting such changes which will cause dislocation, reduction, or demotion of the existing workforce.

- d) All new classifications shall be established in regards to job titles and rates of pay in accordance with Article 11.01 and **Appendix I** ~~Appendix H~~;

23.01 Saskatchewan Employment Act and Occupational Health and Safety Regulations

The Union and the Employer are committed to promoting a safe and healthy Workplace in compliance with *The Saskatchewan Employment Act* and *The Occupational Health and Safety Regulations*. The parties agree that such legislation allows every worker the right to know the hazards at work, and the right to participate in occupational health and safety, and the right to refuse work which the worker has reasonable grounds to believe is unusually dangerous.

NOTE: The table of contents reference for this particular Article title will need to be amended.

23.02 Occupational Health and Safety Committee

An Occupational Health and Safety Committee, where provided for under *The Saskatchewan Employment Act*, or as such Act may be amended from time to time, shall be implemented at each workplace within the operations of the Employer.

23.03 Referral of Health/Safety Concerns

- c) An employee has the right to refuse to perform any particular act or series of acts if he/she has reasonable grounds to believe that the acts or series of acts is unusually dangerous to his/her health or safety, or may similarly endanger another person at the workplace until steps have been taken to resolve the matter in accordance with *The Saskatchewan Employment Act*. The employee shall inform his/her Supervisor without delay of such refusal. It is agreed that the employee shall not suffer any loss of wages, benefits or seniority as a result of such refusal. The Employer may temporarily assign the employee alternate work.

23.07 Proper Accommodation

The Employer agrees to make every reasonable effort to provide proper accommodation for employees to have meals and store and change their clothes. The Employer agrees to provide suitable accommodation that is not directly accessible to the public to allow employees to store personal effects and clothing worn to and from the facility. **The Employer agrees to make every reasonable effort to provide this information to all employees.**

23.09 Violence in the Workplace

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

- b) Violence Policies and Procedures

In compliance with *The Saskatchewan Employment Act*, the Employer will ensure a policy is developed, in consultation with the Union and other Unions in the region/agency/facility, to address the prevention of violence, the management of violent situations, to reduce the causal factors of violence and to provide support to employees who have faced violence. The policies and procedures shall be part of the Employer health and safety policy and written copies shall be posted or made available in policy manuals in a place accessible to all employees.

23.10 Safety Protocols

The Employer shall implement policies and procedures as required by *The Saskatchewan Employment Act* and *The Occupational Health and Safety Regulations*, including but not be limited to:

- b) A plan in consultation with the Occupational Health and Safety Committee where workers are required to handle, use or produce an infectious material or organism or are likely to be exposed to an infectious material or organism, shall include but not be limited to:
- i) Procedures for the investigation and documentation of any work-related exposure incident, including the route of exposure and the circumstances under which the exposure occurred; and
 - ii) Procedures for the investigation of any occurrence of an occupationally transmitted infection or infectious disease to identify the route of exposure and to implement measures to prevent further infection.

i) EFFECTIVE JULY 1st, 2006

Compliance with Section 85(3) and Section 474.2 of the Regulations, effective July 1, 2006.

Compliance with section 6-22(3) (formerly Section 85(3)) and Section 31-10(1) (formerly Section 474.2) of the Occupational Health and Safety Regulations, 2020.

The Employer, in consultation with the committee, shall review the adequacy of the plan, as referred to above, at least every two (2) years and amend the plan where necessary.

EFFECTIVE JANUARY 1st, 2006

Plan, as referred to above, shall refer to Exposure Control Plan.

26.01 Disability Income Plan

c) **Terms of Plan**

The terms of this Plan shall be determined on the basis of the following provisions which are considered as general statements of the Plan conditions. **The parties agree that where there is a discrepancy between the collective agreement and the plan text that the plan text will prevail.**

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

8. **Limitations**

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

- i) For which the member is not under continuing medical supervision and treatment considered satisfactory by the Board;
- ii) ~~Caused by intentional self-inflicted injuries, or self-induced illness while sane, or self-inflicted injuries while insane;~~

Renumber following sub articles

29.08 SAHO

SAHO: shall mean the Saskatchewan Association of Health Organizations Inc. or successor organization.

MONETARY TERMS

Schedule 'A'

Wages and Monetary Items

Term of the Collective Agreement

April 1, 2017 to March 31, 2023

General Wage Increases

April 1, 2017: 0%
April 1, 2018: 0%
April 1, 2019: 1%
April 1, 2020: 2%
April 1, 2021: 2%
April 1, 2022: 2%

Professional Fees Article 19.06

Effective April 1, 2019 – Professional fees shall increase to the greater of a maximum of two hundred dollars (\$200.00) or the fees charged by the professional association January 1, 2017.

RETROACTIVITY

All employees on staff as of the date upon which the parties exchange notice of ratification by their principles on the terms of the Collective Agreement shall be eligible for retroactive wage adjustments based on all hours paid with the Employer. Employees who are eligible for retroactive wage adjustment pay shall have such amounts paid in a “non-pay period” week, so as to be paid as an equivalent to a “separate cheque”.

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

Any employee who has been laid off subsequent to **April 1, 2017** and is unable to maintain employment and is not on staff as of the date upon which the parties exchange notice of ratification by their principles on the terms of the Collective Agreement, shall be eligible for retroactive wage increases based on all paid hours up to and including the date of lay-off.

The estates of employees who have passed away on or after **April 1, 2017** are eligible for retroactivity. The estate of the employee must contact the employer and apply for such retroactivity.

LETTER OF UNDERSTANDING

#1 RE: EXTENDED HEALTH AND ENHANCED DENTAL BENEFITS PLAN

The Employer assures that the current level of benefits provided pursuant to the Extended Health and Enhanced Dental Plan as of April 1, **2017** will continue at no cost to the Employee, until March 31, **2023**.

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

LETTER OF UNDERSTANDING

#2 RE: CONTINUING CARE ASSISTANT

Effective October 3, 2003, all employees who were placed in Provincial Job #22 the Special Care Aide/Home Health Aide job classification and who were not graduates of either the SIAST Special Care Aide Program or the SIAST Home Health Aide Program or an equivalent as of October 3, 2003, were deemed to possess these qualifications. Such employees shall continue to be deemed qualified until their employment is terminated from within the Health Care Provider Units in the Province of Saskatchewan.

Should it be necessary to hire a Continuing Care Assistant who is not a graduate of the current **Saskatchewan Polytechnic** Continuing Care Assistant Program/formerly SIAST Special Care Aide/Home Health Aide Program or equivalent, the Employer will give preference to bargaining unit members. Such employees will be required to become qualified within two (2) years at his/her own expense. The Employer shall advise all employees in writing of such requirement, and shall forward a copy of such notification to SEIU-West. An Employee will need to demonstrate an on-going participation in the program or process, at a minimum of every (6) months. Where such employee has actively pursued these educational requirements and has failed to complete same within the two (2) year period, the parties agree that the employee shall be afforded the opportunity to apply for an extension based upon their extenuating circumstances. Should an employee fail to become qualified within the two (2) year period and an extension is either not granted or applied for, the parties agree that such employee shall be removed from the Continuing Care Assistant classification and be allowed access to hours of work in an alternate non-nursing department and/or classification in accordance with Article 11.10 c) iii).

LETTER OF UNDERSTANDING

#11 RE: RETROACTIVE PAYMENTS FOR RETIRED EMPLOYEES

Employees who have retired from the Employer on or after April 1, **2017** shall be eligible for retroactive General Wage Increases based on all paid hours up to and including the date of retirement.

APPENDIX IV

FINAL ADJUDICATION OF DISABILITY PLAN APPEALS

On a without prejudice basis, the Union and the Employer agree to append to the SEIU/Extencicare Collective Agreement the Memorandum of Agreement signed between Canadian Union of Public Employees (CUPE), Service Employees International Union (SEIU), Saskatchewan Union of Nurses (SUN), Health Sciences Association of Saskatchewan (HSAS), Saskatchewan Government and General Employees' Union (SGEU), Retail Wholesale and Department Store Union (RWDSU) and the Saskatchewan Association of Health Organizations (SAHO) on December 18, 2003 regarding Final Adjudication of Disability Income Plan Appeals.

*Accordingly, the parties hereby agree the following shall apply to employees covered by the SEIU/Extencicare Collective Agreement so long as the said Memorandum of Agreement or any subsequent negotiated Memorandum applies to the **3sHealth** Disability Income Plan.*

**Memorandum of Agreement
Between
Canadian Union of Public Employees
Service Employees International Union
Saskatchewan Union of Nurses
Health Sciences Association of Saskatchewan
Saskatchewan Government and General Employees' Union
Retail Wholesale and Department Store Union
And
Saskatchewan Association of Health Organizations**

The parties hereby agree to the following:

With respect to the **3sHealth** Disability Income Plans, there shall be a final independent adjudication of Disability Income Plan appeals established in accordance with the following principles and provisions:

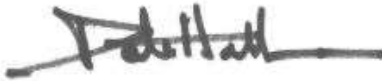
- a) **3sHealth's** present internal appeal process shall remain in place;
- b) Written request for final independent adjudication, or notice of intent to request a final independent adjudication, must be received within 60 calendar days after **3sHealth's** final internal appeal decision is communicated in accordance with current practice;
- c) The 60 calendar day time limit may be waived upon mutual agreement between **3sHealth** and the union(s) where extenuating circumstances are presented;
- d) Employees whose final internal appeal decision from **3sHealth** is dated from April 1, 2002 to the date of signing of this agreement, shall have 60 days from the date of signing of this agreement to request a final independent adjudication of their claim.

- e) An “agreed to” form shall be developed and made available to facilitate appellant request for adjudication;
- f) The current “Your Right to a Review” pamphlet and the **3sHealth** Disability Income Plan Texts shall be amended to include the final independent adjudication process;
- g) **3sHealth** Group Life Insurance Plan coverage shall be provided on a waiver of premium basis upon receipt of a request for final independent adjudication within the 60 day time limit and Saskatchewan Government Employees’ Union be maintained up to the date of the Adjudicator’s decision;
- h) **3sHealth** shall deliver the appellant’s entire disability claim file to the Adjudicator within five (5) working days of the receipt of the written request for final independent adjudication. All material in the appellant’s file in **3sHealth’s** possession shall be forwarded to the Adjudicator;
- i) The appellant has the right to review the entire disability claim file at any time prior to delivery of the file to the Adjudicator. Copies of documents shall be provided to the appellant upon request;
- j) The parties shall agree on the initial selection of Adjudicator(s);
- k) A committee, separate from the provincial Employee Benefits Committee, shall have responsibility for the ongoing monitoring, evaluation, appointment and retention of the Adjudicator(s);
- l) The above committee shall meet twice a year in Regina and shall consist of twelve members: six employer representatives, plus one representative from each of CUPE, SEIU, SUN, HSAS, SGEU and RWDSU;
- m) **3sHealth** shall provide copies of all decisions of the Adjudicator (ensuring all personal identifying data is removed) to the members of the above committee on an “as they occur” basis for the initial six months from implementation of the final independent adjudication process. After the initial six months, copies shall be provided to the twelve members as a “package” prior to each scheduled meeting of the provincial Employee Benefits Committee;
- n) The appellant may submit any written documentation or material in support of his/her claim within five (5) working days of submission of request for final independent adjudication. Such time to submit supporting documentation or material may be extended upon request of the appellant;
- o) Cost of the final independent adjudication shall be borne by the respective **3sHealth** Disability Income Plan fund;
- p) The Adjudicator’s review shall be based on written documentation only. Adjudication shall be held in abeyance if medical evidence in support of a request for final independent adjudication is provided to the Adjudicator which was not made available, or was not available, to **3sHealth** prior to the completion of the final stage of **3sHealth’s** internal appeal process;
- q) The Adjudicator’s review shall be held in abeyance where a statement of claim is issued or upon submission of a grievance, and will be terminated upon final determination of either a statement of claim or grievance or where the appellant withdraws their appeal in writing. If the appellant issues a Statement of Claim and then files a Notice of Discontinuance, the appeal before the Adjudicator may continue. If the appellant withdraws the grievance, the appeal may continue;
- r) The Adjudicator shall operate under the agreed to Terms of Reference for the Adjudicator;
- s) Decisions of the Adjudicator shall be reached and communicated to the appellant and/or the appellant’s representative (on receipt of written authorization), and **3sHealth** in accordance with the agreed to Terms of Reference for the Adjudicator;
- t) Decisions of the Adjudicator shall be final and binding on **3sHealth’s** Disability Income Plans;
- u) **3sHealth** shall not appeal any decision of the Adjudicator to the Court of Queen’s Bench;
- v) The decision of the Adjudicator shall not be final and binding on the appellant;
- w) The appellant may appeal the decision to the Court of Queen’s Bench.

The parties acknowledge and agree that this agreement may be executed electronically and in counter-parts, each of which shall be deemed to be an original and that such counter-parts shall constitute together one and the same instrument notwithstanding the date and place of actual execution.

All of the above agreed to by the parties on this 16th day of December, 2021.

SIGNED ON BEHALF OF
EXTENDICARE CANADA INC.

A handwritten signature in black ink, appearing to read "F. Hall", written over a horizontal line.

SIGNED ON BEHALF OF
SERVICE EMPLOYEES INTERNATIONAL
UNION – West

A handwritten signature in blue ink, appearing to read "Bob Lawrie", written over a horizontal line.