

Samaritan Place 



COLLECTIVE AGREEMENT

BETWEEN

Samaritan Place Corp.

AND

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

FOR THE PERIOD OF

April 1, 2021 to March 31, 2026

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) press 1
(or enter ext. 2298)**

Emailing:

MRCinfo@seiuwest.ca

Or clicking 'Contact' on:

SEIUWEST.ca

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THIS AGREEMENT ENTERED INTO THIS 29 DAY OF March, 2022 A.D.

BETWEEN:

SAMARITAN PLACE CORP.

Hereinafter called the "Employer" of the First Part,

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION - West

Hereinafter called the "Union" of the Second Part.

PURPOSE

The Employer and the Union mutually agree that the purpose of this Agreement shall be:

- a) To promote and secure optimum health care services to residents;
- b) To encourage efficiency and safety in operation;
- c) To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union;
- d) To outline in writing the wage rates, hours of work and the working conditions which have been agreed through collective bargaining;
- e) To provide a method and procedure for the settlement of grievances of employees covered by this Agreement;

NOW THEREFORE THE EMPLOYER AND THE UNION MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 RECOGNITION

1.01 Recognition

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all Employees covered by this Collective Agreement.

1.02 The Union recognizes the responsibility of its members to perform their respective duties for the Employer according to the regulations, methods and procedures, established by the Employer.

1.03 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Union.

ARTICLE 2 SCOPE

2.01 Scope

This Agreement shall cover the employees employed by Samaritan Place Corp., operating as Samaritan Place in the City of Saskatoon, Saskatchewan pursuant to the Certification Order issued by the Labour Relations Board of the Province of Saskatchewan, LRB File No. 092-13 except the Executive Director, Care Services Director, Clinical Support Nurse, Life Enhancement Director, Spiritual Care and Mission Director, Support Services Director, Accounting Officer, Admin. Coordinator, Admin Assistants, Human Resource Associate, staff scheduler, all those at or above the rank of Director, and all registered Nurses and Nurse Practitioners employed and functioning as such.

2.02 Work of the Bargaining Unit

Nothing in this Agreement or otherwise shall be deemed as a restriction on the right of non-bargaining unit personnel to perform on a temporary basis, any function normally performed by bargaining unit personnel. No in scope employee shall suffer a loss of regular hours or loss of employment as a result of such work.

ARTICLE 3 MANAGEMENT'S RIGHTS

3.01 Management Rights

The Employer reserves all management rights and functions including the following: the sole and exclusive right to determine all matters pertaining to the management of its affairs and to provide direction of the working force, including the right to plan, direct and control operations, to maintain the discipline and efficiency of the employees, and to require employees to observe the rules and regulations of the Employer, to hire, promote, transfer, demote, lay off or relieve employees from duty, to discipline and discharge employees for just cause.

3.02 The Employer retains all management rights not specifically limited or abridged by an express provision of this Collective Agreement.

3.03 In exercising its management rights the Employer shall not violate any provision of this Collective Agreement.

ARTICLE 4 UNION SECURITY

4.01 Union Membership

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

ARTICLE 5 DUES CHECK OFF

5.01 Dues Check Off

Upon receipt of a written request from any Employee, the Employer shall deduct and pay in periodic payments out of the wages due to the Employee, of the Union, the union dues, regularly required of all members. Such dues shall be remitted within fifteen (15) calendar days

following completion of the last payroll period in the calendar month. The Employer shall, at the time the dues are forwarded to the Union, furnish to the Union a written list of:

- a) Employees from whom the deductions have been made,
- b) Job classification,
- c) Job Status (e.g. active, terminated, on WCB, on DIP etc.),
- d) Employment status (e.g. Full time, part time casual),
- e) Gross earnings,
- f) Union dues and initiation fees (if applicable) deducted,
- g) List of employees hired, laid off and or terminated.

5.02 New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Articles dealing with the Union Membership (Article 4.01) and Dues Checkoff (Article 5.01). The Employer agrees to have new employees sign a dues authorization card and membership card at the time of hiring. Such cards shall be provided by the Union.

A list of all new employees shall be provided to the Union Facility Chair Person on a monthly basis.

During the first (1st) month of employment, and within working hours, the Employer agrees to ensure that all new employees are introduced to their shop steward or representative.

In the event that orientation is being provided to a group of employees simultaneously the Union steward or representative shall have up to thirty (30) minutes to share pertinent information with the new employees.

In the event that a single employee is being provided orientation the Union steward or representative shall have up to fifteen (15) minutes to share pertinent information with the new employee.

5.03 Dues

- a) The Union shall advise the Employer, in writing, of any change in the amount of Union dues to be deducted from employees who have authorized deductions not less than thirty (30) days before the effective date of such change.

- b) An employee temporarily working in an out-of-scope position with the Employer shall have dues deducted from the gross earnings received.

5.04 T-4 Slips

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

5.05 Change of Personal Information

It shall be the responsibility of the employee to notify the Employer of any change of name, marital status, place of residence, or telephone number. The Employer shall forward a copy of such notification of changes to name, place of residence or telephone number to SEIU-West on a monthly basis.

5.06 No Individual Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer representative, which may conflict with the terms of the Agreement.

No Employer representative shall request or counsel any employee to make a written or verbal agreement which may conflict with the terms of this Agreement.

ARTICLE 6 UNION REPRESENTATION

6.01 A Representative of the Union **shall** be allowed to conduct the legitimate affairs of the Union in the workplace. **Prior arrangement must be made with management to ensure that** there is not a disruption of the employees or their working schedules.

6.02 The Union shall notify the Employer in writing of the names and positions of the employees authorized to represent the Union for the purpose of this Agreement. Further, the Union shall promptly notify the Employer in writing of any changes in these names.

6.03 The employer shall permit duly authorized representatives of the Union to negotiate with representatives of the Employer during working hours for the settlement of disputes and grievances of employees covered by this collective agreement.

- 6.04** 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 Union representative. The employee shall be afforded the opportunity to state their side of the case, with the assistance of a Union representative, in advance of discipline being imposed.

ARTICLE 7 PROGRESSIVE DISCIPLINE

- 7.01** No employee shall be disciplined or suspended without just cause and without first being apprised of the issue or concern prior to any action being taken by the Employer. The Employer agrees to use a reasonable and timely process of progressive discipline.
- 7.02** Suspension pending investigation is not considered discipline. If an employee is suspended pending investigation the Employer shall render its decision regarding discipline no later than fourteen (14) days from the date of the suspension unless otherwise agreed between the Employer and the Union. Where the suspension is without pay and the investigation reveals that no discipline was warranted or the discipline is less than the suspension the employee shall be paid for time lost and in every way made whole.
- 7.03** Employees, upon making suitable arrangements with the immediate management supervisor, may review their personnel file. The employee shall, on request, be supplied with copies of any material relevant to a grievance in process.
- 7.04** Records of disciplinary action will become void after thirty six (36) months, provided the employee has a clear disciplinary record for that period of time. Upon request, following the time period above, the documentation shall be removed from the employees file.

ARTICLE 8 JOB CLASSIFICATION

- 8.01** **Wage Schedules**

The wage rates and classifications for all employees employed under the terms of this agreement shall be as provided in Schedule A of this agreement.

Where a new employee or a current employee beginning employment in a new classification has experience relevant to the position and acceptable to the employer the employee shall be placed in the pay step provided in schedule A in accordance with the following:

- i. less than one (1) year experience in the three (3) year period immediately preceding the start of employment the employee shall be placed at step one (1);**
- ii. one (1) year of experience in the three (3) years immediately preceding the start of employment shall be placed at step two (2);**
- iii. two (2) years of experience in the four (4) years immediately preceding the start of employment the employee shall be placed at step three (3).**

8.02 Payment of Wages

The Employer shall pay wages biweekly every other Friday. Employees' pay shall be deposited directly into the employees' account at a major banking institution of the employees' choice.

Payroll errors resulting in the underpayment of wages shall be rectified as soon as possible.

8.03 Duties in a Higher Paid Classification

When an employee is required to replace and perform substantially all of the duties of a higher paid classification, the employee shall receive an increase in pay **for all hours so worked** by either placing the employee at the minimum step of the higher classification or at a step which allows for an increase in pay, whichever is higher, for the entire period worked.

8.04 Job Descriptions

The Employer agrees to draw up job descriptions for all classifications within the scope of this Agreement. These job descriptions and any changes thereto shall be provided to the Union.

8.05 New Classifications

The rate of pay for any new classification created by the employer shall be subject to negotiations between the employer and the union. The employer, however, reserves the right to establish a temporary rate of pay and hire employees in that classification pending the completion of such negotiations. **The Union shall be notified prior to the implementation of any new classification.**

8.06 Increments

- a) Full-time employees shall be eligible for increments annually from their date of employment, promotion or reclassification except where a leave of absence without pay is for more than thirty (30) consecutive calendar days in which case an adjusted increment date shall be established based on the duration of the unpaid leave.
- b) Part-time and casual employees' increments shall be calculated based on all paid hours, exclusive of overtime, from their date of employment, promotion or reclassification. Part-time and casual employees shall receive a one-half (1/2) increment on the completion of one thousand and forty (1040) hours or one (1) year, whichever occurs later. After 2080 paid hours, advance to Step 2 and repeat the process above until at Step 3.

ARTICLE 9 PREVIOUS AGREEMENTS

- 9.01** This Agreement constitutes the total Agreement reached between the parties and supersedes any and all previous agreements either oral or written.

ARTICLE 10 SENIORITY

10.01 Probationary Period

A new Employee shall be on probation for a continuous working period of **six hundred (600)** hours actually worked but in no case for more than **six (6)** months of active employment. A new employee shall not accumulate seniority nor acquire any seniority rights while on probation. However, upon successful completion of probation, seniority shall be established retroactive to the date on which the Employee last entered the service of the Employer.

At the commencement of employment probationary employees shall be advised of the expected standards of work. The Employer shall meet with the probationary employee as near as possible to the midpoint of the probationary period and as required in order to advise of any deficiencies and adequate time to make corrections shall be provided.

An employee shall serve only one probationary period within the same classification for any period of continuous employment with the Employer.

Probationary employees shall be entitled to all rights and privileges of the Collective Agreement except with respect to discharge only for reasons of unsuitability.

10.02 Accumulation of Seniority

Seniority shall be accumulated in hours calculated from the date the employee last entered the service of the Employer. An employee shall earn seniority for:

- a) All actual hours worked excluding overtime;
- b) Annual Vacation;
- c) Paid holidays;
- d) All paid leaves;
- e) Parental leaves up to the duration provided by Saskatchewan Employment Standards;
- f) Number of regularly scheduled hours they would have worked during any authorized unpaid leave of up to a maximum of twenty (20) consecutive working days;

- g) Temporary out of scope positions with the Employer not to exceed twelve (12) months.

10.03 Loss of Seniority

Seniority shall be broken and the employee considered terminated when:

- a) An employee is dismissed by the Employer for just cause;
- b) An employee voluntarily leaves the service of the Employer;
- c) An employee fails to report to work after termination of leave of absence;
- d) An employee fails to report to work within fourteen (14) calendar days of receipt of notice of recall after lay off;
- e) An employee has worked exclusively in an out-of-scope position in excess of twelve (12) consecutive months;
- f) An employee has been continually laid off due to lack of work for a period of twelve (12) months or a period in excess of the accumulated seniority of the employee at the time of lay off, whichever is the lesser.
- g) **An employee is a casual employee and has not accepted shifts for a period of ninety (90) consecutive days exclusive of leaves of absence and as provided in Article 23.11. In the event that a casual employee has not been offered shifts for a period of ninety (90) consecutive days they shall remain on the seniority list.**

10.04 Seniority List

A seniority list will be posted semi-annually showing seniority hours up to and including the week in which December 31 and June 30 falls and will be posted in a place accessible to all employees within 30 days of the foregoing dates. A copy of the list shall be sent to the Union at the time of posting. Any errors in the seniority list shall be reported in writing to the Employer within fifteen (15) working days from the date of posting. Any errors in the seniority list shall be corrected and a new seniority list shall be posted. In the absence of any reported errors, the seniority list shall be deemed to be correct.

The seniority list shall include:

- a) Name
- b) Job classification
- c) Seniority earned during current seniority period, and
- d) Total seniority.

In no event shall an employee earn more than 2080 hours in any given calendar year.

ARTICLE 11 LAY-OFFS AND RECALLS

11.01 Definition of Lay-Off

A layoff shall be defined as **a reduction in staff or reduction in the hours of work of any full time or part time employee. Layoff does not apply to casual employees with no guaranteed hours.**

When layoffs of employees are to be made, the Employer shall determine what **classification(s)** are affected and the number of employees to be laid off. Copies of all Lay-off notices shall be provided to the Union.

11.02 Options on Lay-Off

When laying off employees or recalling laid off employees, seniority shall prevail, subject to the employees having the required qualifications and ability to perform the remaining work, as follows:

- a) When reducing the number of employees in a classification the employee with the least seniority shall be displaced.
- b) An employee about to be displaced from a classification may exercise **their** seniority to claim **another** position within the Bargaining Unit, providing the employee has the required qualifications and ability to perform the work. In such event the employee with the least seniority in the classification affected shall be the employee who is displaced.
- c) An employee **laid off or** displaced from their classification who elects not to exercise their seniority rights or who does not have the seniority and/or the required qualifications and ability to claim another position shall be laid off **as per article 11.04.**

- d) **An employee who elects not to exercise seniority as per b) or c) above may accept lay off and remain on the recall list for a period of twelve (12) months. During the recall period laid off employees shall have the right to exercise seniority for positions outside their former classification.** If a position in an employee's former classification becomes available, the employee will be returned to that position.

11.03 Recall

In the event of recall of an employee, for normal duties, the Employer shall forward a registered letter to the employee who has been laid off, addressed to the employee's last known address. The employee concerned must notify the Employer within ten (10) days of receiving notification of recall by either direct contact or registered letter, stating their acceptance or refusal of the employment offered. In the event that the Employer is not contacted as herein stated the said employee shall be deemed to be terminated.

11.04 Lay-Off Notice

The Employer shall not lay off **or displace** any employee without giving that employee not less than the notice required or pay in lieu thereof as provided below;

Continuous Service

Less than 3 months

Three (3) months or more but less than one (1) year

One (1) year or more but less than three (3) years

Three (3) years or more but less than five (5) years

Five (5) years or more but less than ten (10) years

Ten (10) years or more

Notice Required

zero (0) weeks

one (1) week

two (2) weeks

four (4) weeks

six (6) weeks

eight (8) weeks

ARTICLE 12 VACANCIES

12.01 Job postings

All permanent full time and part time positions and temporary positions of **ninety (90)** days or more in duration, which the Employer intends to fill, shall be posted on the bulletin board **and/or shared electronically to employees** and employees have seven (7) **calendar** days **from the date of posting** in which to make written application for such vacancies.

For permanent vacancies, employees may make request by written application to transfer to a shift rotation in the same classification and percentage of full time hours as their current position at the time of a vacancy. Employees who have submitted such request shall be treated as applicants for the vacancy. The vacant shift line associated with the posting shall be awarded to the most senior applicant. Subsequent vacated shift rotations shall be offered to applicants in order of seniority.

Copies of postings shall be forwarded to SEIU-West.

Notwithstanding Article 12.03 the Employer may post positions internally and externally simultaneously.

12.02 Appointments of Applicant

Appointments to posted positions within the scope of this Agreement shall be on the basis of ability and qualifications to perform the work. Where ability and qualifications, are equal, the senior applicant shall be awarded the position.

12.03 Trial Period

- a) Any employee **awarded a position in a new classification or facility** as provided in Article **12.02** shall be on **trial** in that new **position** for a period of three (3) months. During this period the employee may be returned by the Employer to their former **position** if they are not satisfactorily performing the job as determined by the Employer or if the employee is unsatisfied with the new **position**.

Notwithstanding the provisions of Article **10.01** the above shall also apply to a casual employee when changing status from casual to full time or part time.

- b) **Any other employees who have changed position as a result of movement under the provisions of this Article shall be returned to their former positions without loss of pay, benefits and seniority.**
- c) **In the event that an employee vacates a position within forty five (45) days of commencement, the vacated position shall be offered to applicants to the original**

posting in order of seniority. In the event that there are no other qualified applicants the position shall be reposted.

12.04 Pay on Promotion

When an employee is promoted, the employee's rate of pay shall be advanced to the hourly rate in the applicable Pay Scale of the higher paid classification which is next higher than the employee's current hourly rate.

12.05 Posting Information

a) Job postings shall include:

- i) Job classification;
- ii) Status (full-time/part-time, temporary/permanent);
- iii) Required qualifications;
- iv) Pay range;
- v) If **part-time**, percentage of full time equivalent;
- vi) **Facility;**
- vii) **Anticipated start date;**
- viii) Closing date of the posting;

b) **Confirmation of Appointment**

The Employer shall provide written confirmation of appointment to the successful candidate which shall contain the information in a) above.

12.06 Temporary Positions

All positions of greater than ninety (90) days shall be posted according to the relevant provisions of this Article.

An employee who is filling a temporary position shall only be eligible for a new temporary position:

- **that would result in the employee obtaining a position with a greater number of hours than in their temporary position; or**
- **After being in the original temporary position for a minimum of nine (9) months; or**
- **after the original temporary position has ended.**

12.07 Notice of Successful Applicant and Commencement of Position

The successful applicant shall be notified within seven (7) days of the closing date on the original posting. The successful applicant shall commence work in the new position within four (4) weeks of the anticipated start date on the original posting unless agreed otherwise between the Employer and the Union.

ARTICLE 13 DEFINITIONS

13.01 Definition of Full-time, Part-time, Casual, Temporary and Permanent

For the purposes of this Agreement, the following definitions shall apply:

- a) Permanent full time or part time employee means any employee who has been assigned a position which is designated by the Employer as a permanent position and who has successfully completed the probationary period as provided in Article **10.01** of this Agreement.
- b) A full-time employee is an employee who is appointed to a Full-time position and is regularly scheduled to work the full daily and weekly hours as stated in Article **23**.
- c) A part-time employee is one who is regularly scheduled to work less than the full daily and/ or weekly hours as stated in Article **23**.
- d) A casual employee is one who works on a call-in basis and/or who do not work a regular and recurring schedule.
- e) A temporary employee is one who is hired **from outside the bargaining unit** for a specific term of part time or full-time work.

13.02 The term "Agreement" shall mean this Collective Agreement.

13.03 The terms "qualifications" or "qualified" shall include knowledge, experience, skill, ability, training and/or education.

13.04 Promotion shall mean the movement of an employee from a classification to another classification with a higher pay rate.

13.05 Where gender specific pronouns are used in this agreement it shall be understood to refer to all gender identities.

ARTICLE 14 TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

14.01 Technological Change

Technological change means the introduction by an employer into the employer's workplace, undertaking or business of equipment or material of a different nature or kind than previously utilized by the employer in the operation of the work, undertaking or business.

14.02 Organizational Change

Organizational change means the removal or relocation outside of the bargaining unit by an employer of any part of the employer's work, undertaking or business.

The Employer shall abide by the provisions of Part VI, **DIVISION 10**, of *The Saskatchewan Employment Act* in regard to technological change.

ARTICLE 15 NOTICE BOARDS

15.01 The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which **only** the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 16 SAFETY AND HEALTH

16.01 The Employer and the Union are committed to the promotion of a safe and healthy workplace and agree to comply with the provisions of Part III of *The Saskatchewan Employment Act* and Regulations relating to Occupational Health and Safety.

16.02 Occupational Health and Safety Committee

a) Committee

An Occupational Health and Safety Committee, as provided for under *The Saskatchewan Employment Act*, or as such Act may be amended from time to time, shall be implemented within the operations of the Employer. The Union shall elect or select the Employee Representatives to the Committee.

b) Jurisdiction

The committee and its members shall have the right to receive concerns, including workload concerns that are safety related, to investigate, and to make appropriate recommendations for remedial action.

16.03 Reporting of Occupational Health and Safety Concerns

An employee or group of employees who have an occupational health concern, including workload concerns that are safety related, shall report the concern to their immediate supervisor who shall investigate and make appropriate adjustments where required. All such reports shall be provided to the occupational health and safety committee.

ARTICLE 17 NO STRIKE OR LOCK OUT

17.01 The Union agrees that during the life of this Agreement there will be no strike, slow down, stoppage of work, study sessions, or any withdrawal of normally provided services, and the Employer agrees that during the life of this Agreement there shall be no lock outs.

ARTICLE 18 GRIEVANCE PROCEDURE

18.01 Definition

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

18.02 Grievance Information

Any grievance submitted shall specify the **nature of the complaint** and the redress or adjustment requested.

18.03 Time Limit for Reporting a Grievance

No grievance shall be considered which is not presented within fourteen (14) calendar days of the **date upon which the employee(s) or the union became aware or should have become aware of the issue** or event giving rise to the grievance.

18.04 Permission to Leave Work to Report a Matter for Grievance

- a) **Employees who believe they have a grievance under this Agreement may leave their assigned duties temporarily, without loss of pay, to discuss such grievance with a shop steward and/or Union executive member.**
- b) **Suitable arrangements for an acceptable time and location for such discussion must be made with the appropriate out-of-scope supervisor in advance. Such permission shall be subject to operational demands but shall not be unreasonably denied.**
- c) **A shop steward, having been apprised of a dispute or concern, may leave assigned duties in order to discuss the matter with the appropriate out-of-scope supervisor according to the terms of Article 18.05, Step One, below. Arrangements for a suitable time and place for such discussions must be made in advance with the appropriate out-of-scope supervisor.**

18.05 Grievance Steps:

Step One – Pre-Grievance Resolution Discussions

Within the timelines provided in Article 18.03, a Shop Steward or Local Elected Representative or the SEIU-West Union Representative who has been apprised of a concern shall discuss the concern with the appropriate Employer representative prior to Step Two except in cases of termination or suspension, policy grievances or Employer grievances. The time and date of the meeting shall be recorded. In the event the matter is not resolved the Employer shall provide a written response within fourteen (14) days of the discussion.

Step 2 – Formal Grievance

If the dispute is not settled to the satisfaction of the Union at Step One, it shall be reduced to writing and presented by the SEIU-West Union Representative to the appropriate management representative. Such notice of grievance shall be presented to the Employer's Representative within fourteen (14) days of receipt of the Employer's response at Step One.

The Employer's Representative and the SEIU-West Union Representative shall meet in as timely a manner as possible, with or without the assistance of the Shop Steward, Local Elected Representative and the grievor, in order to attempt to resolve the grievance.

The Employer shall give its written decision within fourteen (14) calendar days of the meeting to discuss the grievance.

Step 3 – Grievance to Executive Director

Failing satisfactory resolution of the grievance at Step Two, the SEIU-West Union Representative shall refer the matter in writing and provide it to the Executive Director, or designate, within seven (7) days of receiving the Employer's response at Step Two.

Unless mutually agreed otherwise, the SEIU-West Union Representative and the Executive Director, or designate, shall meet in a timely fashion to discuss the grievance.

The Executive Director, or designate, shall give their written decision within fourteen (14) days of receipt of the grievance or the meeting to discuss the grievance.

18.06 Referral to Arbitration

Failing satisfactory settlement of the grievance at Step Three, and within fourteen (14) calendar days of receipt of the Executive Director's decision, the matter may be referred by either party to arbitration under the terms of Article 19.

18.07 Time Limits

The time limits set forth in this Article are for procedural orderliness. The parties agree that failure to adhere to time limits shall not be invoked in order to prevent the reasonable resolution of a grievance or dispute. However, it is understood that deviation from the time limits shall require agreement between the parties.

18.08 Full Disclosure

The employer agrees to provide all relevant documentation including but not limited to payroll information concerning any grievance to the appropriate union representative upon their request. Notwithstanding the above, it is understood and agreed that the Employer is not required to provide any confidential or personal health information of a resident.

ARTICLE 19 ARBITRATION

19.01 Arbitrations shall be by single Arbitrator. The party providing notice of the desire to refer a grievance to arbitration shall provide the responding party with an accompanying list of arbitrators. In the event that a single arbitrator is not agreed within thirty (30) days the parties shall refer the question to the minister as per the provisions of *The Saskatchewan Employment Act*.

19.02 The **Arbitrator** shall not have jurisdiction to alter, add to, subtract from this Agreement or to substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms of this Agreement.

19.03 The decision of the **Arbitrator** shall be final and binding on both parties. Each party shall bear **one half share** of the expenses of the **arbitrator**.

ARTICLE 20 LEAVE OF ABSENCE

20.01 General Leave of Absence

Insofar as regular operations permit, leave of absence without pay for personal reasons may be granted by the Employer.

20.02 Union Leave

Insofar as regular operations will permit, upon not less than fourteen (14) calendar days' notice to the Employer, employee(s) elected or appointed to represent the Union at conferences, meetings, or conventions, **or to attend educational or training functions**, shall be allowed leave of absence without pay.

The Employer will continue all wages and benefits based on the regular scheduled hours for employees on approved Union Leave subject to reimbursement from the Union. The Employer will provide the Union with an invoice detailing the employee's wages and the employer's share of all benefits to be reimbursed by the Union within thirty (30) days.

20.03 Maternity, Parental, Adoption Leave

Employees shall be granted Maternity, Parental and Adoption leave in accordance with the requirements of *The Saskatchewan Employment Act* and any other relevant legislation.

Upon Request, an employee may work and will be treated as a casual employee during such leave.

20.04 Bereavement Leave

In the case of death of an immediate family member of an employee **or someone with whom the employee has had a similar relationship**, the Employer, upon request shall grant, up to four (4) scheduled shifts paid bereavement leave which shall be available between the date of death and two days after the funeral; in rare special circumstances alternate arrangements may be approved in writing by the Executive Director.

Members of the immediate family are defined as, mother, father, spouse or common-law, fiancé, brother, sister, son, daughter, step-child, grandchild, **grandparent, mother and father in-law, son-in-law, daughter-in-law, and step-parent.**

In the case of death of an extended family member of an employee, the Employer, upon request shall grant, up to two (2) scheduled shifts paid bereavement leave which shall be available between the date of death and two days after the funeral.

Members of the extended family are defined as, sister and brother in-law, grandparent in-law, niece or nephew.

20.05 Family Care Leave

Where an immediate family member, as defined in Article **20.04** is ill and the Employee has the duty of care for that family member Full-time and Part-time Employees shall be granted up to a maximum of **thirty-two (32) hours with pay** annually to care for the immediate family member.

When requesting family illness leave, employees will be expected to identify the family member who is ill the general nature of the employee's involvement and the amount of time that is required.

20.06 Medical Leave

Full-time and part-time employees must make every effort to schedule medical and/or dental appointments outside their scheduled hours of work, however, when this is not possible the Employee may submit a request in writing and **shall** be granted such time off with pay to a maximum of sixteen (16) hours annually.

20.07 Education Leave

Insofar as regular operations will permit, an educational leave of absence without pay shall be granted for up to twenty-four (24) months at the request of the employee. All employees on education leave of absence status may provide notification to the Employer of their availability for work under the provisions of Article 23.11 within their department and/or classification. For the purposes of Article 23.11, all such employees will be treated as casual employees throughout the period of the education leave.

20.08 Jury Duty

An employee who is required to report for Jury Selection, Jury Duty, Coroner's Inquest or who is subpoenaed to serve as a witness in a court action, on a day when they would normally have worked, will be reimbursed by the employer for the difference between the pay received in such duty and their regular straight time hourly rate of pay for their regularly scheduled hours of work.

Proof of performing such service and the duty pay received will be required by the employer before compensation is paid.

20.09 Pressing Necessity Leave

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 which has not yet been scheduled for the purpose of such leave.

20.10 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.

20.11 Leave for Public Office

An employee who is elected to Public Office shall be granted unpaid leave of absence as required by the term of such Public Office.

ARTICLE 21 STATUTORY HOLIDAYS

21.01 The Employer agrees to comply with the provisions of *The Saskatchewan Employment Act* with regard to Statutory Holidays. For the purposes of this Article the following shall be recognized as Statutory Holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Saskatchewan Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
National Day for Truth and Reconciliation	

And any day duly legislated as a statutory holiday and applicable to this employer.

21.02 Working on a Statutory Holiday

All employees required to work on any of the above Statutory Holidays shall be paid at the rate of one and one half (1 1/2) times their regular rate of pay, in addition to their Statutory Holiday pay entitlements.

21.03 Statutory Holiday on a Scheduled Day Off

If a Statutory Holiday falls on a full-time Employee's day off another day shall be scheduled by the Employer within a four (4) week period after the day in which the holiday occurs.

21.04 Other Than Full-Time Employees

Other than full time employees shall be compensated for all Statutory Holidays in accordance with the provisions of *The Saskatchewan Employment Act*.

ARTICLE 22 ANNUAL VACATION

22.01 Vacation Entitlement *(effective until 31 March, 2022)*

All permanent employees shall receive annual vacation with pay in accordance with their continuous length of service with the Employer and accrue vacation credits as follows:

- a)** During the first (1st) and subsequent years, including the eighth (8th) year of continuous employment, at the rate of one and one quarter (1 ¼) days per month worked to a maximum of fifteen (15) days per year (120 hours/year).
- b)** During the ninth (9th) and subsequent years, including the eighteenth (18th) year of continuous employment, at the rate of one and two thirds (1 2/3) days per month worked to a maximum of twenty (20) days per year (160 hours/year).
- c)** During the nineteenth (19th) and subsequent years, at the rate of two and one twelfth (2 1/12) days per month worked to a maximum of twenty five (25) days per year (200 hours/year).

Any employee not having completed a full year of service prior to the beginning of the vacation year in any year shall be allowed vacation on a pro-rata basis.

Effective April 1, 2022, the above provision becomes void and the following provisions will apply to vacation entitlement:

All permanent employees shall receive annual vacation with pay in accordance with their continuous length of service with the Employer and accrue vacation credits as follows:

- a) During the first (1st) and subsequent years, including the **third (3rd)** year of continuous employment, at the rate of one and one quarter ($1\frac{1}{4}$) days per month worked to a maximum of fifteen (15) days per year (120 hours/year).
- b) During the **fourth (4th)** and subsequent years, including the **fourteenth (14th)** year of continuous employment, at the rate of one and two thirds ($1\frac{2}{3}$) days per month worked to a maximum of twenty (20) days per year (160 hours/year).
- c) During the **fifteenth (15th) and subsequent years, including the twenty-fourth (24th) year** at the rate of two and one twelfth ($2\frac{1}{12}$) days per month worked to a maximum of twenty five (25) days per year (200 hours/year).
- d) **During the twenty-fifth (25th) and subsequent years, at the rate of two and one half ($2\frac{1}{2}$) days per month worked to a maximum of thirty (30) days per year (240 hours/year).**

Any employee not having completed a full year of service prior to the beginning of the vacation year in any year shall be allowed vacation on a pro-rata basis.

22.02 Vacation Year

The vacation year shall be the twelve (12) month period commencing April 1st each year.

Employees shall be required to take their vacation entitlements not later than the end vacation year following the vacation year in which it was accrued.

22.03 Vacation Pay

Vacation pay shall be calculated on the following percentage of gross annual earnings in the vacation year in which the vacation entitlement was earned: 5.77% for 3 weeks or less of vacation entitlement and 7.69% for 4 weeks of vacation entitlement and 9.62% for 5 weeks of vacation entitlement **and 11.54% for six weeks of vacation entitlement.**

22.04 Permanent Part-Time Employees

All Permanent Part Time employees shall be given the option of accruing their vacation or having it paid on each cheque. Employees who choose to receive vacation pay on each pay cheque may request unpaid vacation time according to their length of service.

22.05 Statutory Holiday During Vacation Leave

If a Statutory Holiday falls during an employee's vacation period, the employee will be granted an additional day of vacation for each such holiday.

22.06 Employees shall be paid vacation pay on regular pay days during their vacation period unless requested otherwise.

22.07 Vacation Leave Request

Employees shall be entitled to take vacation in a broken or an unbroken period. The Employer shall post any guidelines upon which it intends to rely in awarding vacation requests. Such guidelines shall not contravene the relevant provisions of the Collective Agreement or *The Saskatchewan Employment Act*

- a) Vacation leave requests for summer holidays **must be** submitted in writing to Management by March **1st** of each year. **Employees shall be able to make up to two (2) selections for summer holiday periods in the March 1st submission. The Employer shall post a tentative vacation schedule based on the above requests and seniority no later than the 15th of March. The vacation schedule shall be confirmed no later than the 31st of March after which the dates cannot be changed except through mutual agreement.** Vacation requests **made subsequent to the 31st of March** will be awarded on a first come first served basis.

- b) Vacation leave requests for winter holidays **must be** submitted in writing to Management by September 1st of each year. **Employees shall be able to make up to two (2) selections for winter holiday periods in the September 1st submission. The Employer shall post a tentative vacation schedule based on the above requests and seniority no later than the 15th of September. The vacation schedule shall be confirmed no later than the 30st of September after which the dates cannot be changed except through mutual agreement. Vacation requests made subsequent to September 30th will be awarded on a first come first served basis.**
- c) An employee granted vacation leave on Christmas Day and/or Boxing Day, and/or New Year's Day in one year shall not be granted vacation leave on Christmas Day and/or Boxing Day and/or New Year's Day the following year unless there is a scheduling possibility based on operational needs and other employee requests.

22.08 Displacement of Vacation

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

- a) bereavement leave; or
- b) sick leave which results in hospitalization; or
- c) any other approved leave of absence; or
- d) sick leave for an illness which could confine the employee for a duration of more than three (3) scheduled days, a medical certificate substantiating proof of illness will be required; or
- e) sick leave immediately prior to commencing his/her scheduled vacation and such illness continues into the period of scheduled vacation.

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

ARTICLE 23 HOURS OF WORK AND OVERTIME

23.01 The Employer retains the right to schedule hours of work of employees as is necessary to provide coverage for the determined hours of operation **and according to the terms of the Collective Agreement.**

23.02 Standard Application

The normal full time hours of work for employees scheduled to work 8 hour shifts shall average one hundred and sixty (160) hours in a four (4) week period.

23.03 Overtime

- a) Authorized hours worked in excess of eight (8) hours as applicable in a day or in excess of one hundred and sixty (160) hours in a four (4) week period shall be considered overtime hours and paid at one and one-half (1 1/2) times the regular rate of pay.
- b) For the purposes of calculating daily or weekly hours, all authorized paid leaves shall be included. **Where an employee is absent from a shift as a result of a trade the hours for which the employee was originally scheduled shall be counted in their original time for the purposes of calculating daily or weekly hours.**
- c) **Where the overtime to be worked is less than four (4) hours in duration, it shall be offered by seniority to employees currently working. Where overtime to be worked is equal to or more than four (4) hours in duration, it shall be offered as per Article 23.11.**

23.04 Rest and Meal Breaks

For the term of this agreement, the Employer will provide employees' meal and rest periods as follows:

- a) For an 8 hour shift 2 fifteen (15) minute paid coffee breaks and ½ hour unpaid meal break. Where an employee is required to remain on premise for an 8 hour shift, 2 fifteen (15) minute paid coffee breaks one (1) thirty (30) minute paid meal break.

- b) For employees working less than eight (8) hour shifts the employer will provide breaks as follows:

Less than 4 hours – no break or meal period

4 hour shift – one 15 minute paid break period

5 hour shift – one 15 minute paid break period

6 hour shift – one 15 minute paid break period, one ½ hour unpaid meal period

7 hour shift – two 15 minute paid break period, one ½ hour unpaid meal period

23.05 The hours of work as stated in this article are not to be construed as a guarantee, as a minimum, nor as a restriction, for any maximum of hours to be worked.

23.06 Shift Trades

Employees shall have the right to exchange shifts **provided that the trade is entered by the initiating employee and the accepting employee as the scheduling system requires**, in advance of such trade. Deviation from the posted schedule which results from such authorized trades shall not be subject to overtime.

23.07 Minimum Daily Hours

Employees shall not be scheduled for shifts of less than four (4) hours in duration

23.08 Definition of a Day

A day shall be defined as any twenty-four hour period from the time the employee commences the scheduled shift.

23.09 Definition of a Week

A normal week shall mean the period between midnight on Saturday and midnight on the following Saturday (Sunday 0001 – Saturday 2400).

23.10 Work Schedules

Work schedules shall be posted at least two (2) weeks in advance of the actual week being worked.

Employees shall not be required to work more than seven (7) consecutive days without receiving a day off.

23.11 Call-in and Additional Hours

Hours of work that **are not represented in the master rotation or are vacated in the master rotation as a result of an employee absence and which do not require posting shall be considered call in or additional hours and filled through the provisions of this article.**

Employees eligible to work call in and additional hours shall include all other than full time employees in the classification where the work is required who have the qualifications and ability to perform the work.

1. Call in and Additional Hours

Call in hours shall be awarded to eligible part time then casual employees on the call in list according to seniority. Opportunities to work additional hours shall be provided to eligible employees according to the following:

- a) Where work is required with less than twenty four (24) hours notice, eligible employees shall be notified and given fifteen (15) minutes to apply. The work shall be awarded to the most senior employee who has applied.**
- b) Where work is required with more than twenty four (24) hours but less than seventy two (72) hours notice, eligible employees shall be notified and given sixty (60) minutes to apply. The work shall be awarded to the most senior employee who has applied.**
- c) Where work is required with more than seventy two (72) hours but less than seven (7) days notice, eligible employees shall be notified and given twenty four (24) hours to apply. The work shall be awarded to the most senior employee who has applied.**
- d) Where work is required with more than seven (7) days notice, eligible employees shall be notified of**

the calendar of shifts available and given seventy two (72) hours to apply. The work shall be awarded to the most senior employee who has applied.

Employees will be notified of the shifts they have been awarded by email or text message. Shifts are awarded to eligible employees on the basis of seniority and filled at straight time rates.

When an employee has been awarded additional hours through these provisions, the employee is required to report for the scheduled shift(s) unless leave of absence is granted according to the relevant terms of the Collective Agreement.

2. Temporary Vacancies that do not require Posting

Where work becomes available for duration of thirty (30) days and less than ninety (90) days, such work shall be offered as an entire block to the most senior casual. Any shifts that conflict with a casual employee not being able to accept the block shall be filled through the regular call in process as described above.

In the event no casual employee accepts the entire block, the casual employee who can take the majority of the block will be granted the shifts. The remaining unfilled shifts shall be filled through the regular call in process as described above.

23.12 Shift Premium

Effective October 1, 2014 employees will receive a shift premium of \$2.75 added to the hourly wage when the majority of hours worked fall between the hours of 1500 and 0800. Where an employee is receiving overtime pay, shift premium will not apply.

During the term of this Collective Agreement, increases to Shift Premium will be adjusted based on funding levels provided to the Employer. Applicable adjustments will be retroactive to the date for which additional funding was provided.

23.13 Weekend Premium

Effective April 1, 2015 employees will be paid a weekend premium of \$2.25 added to the hourly wage where the majority of hours worked fall between 0001 Saturday and 2400 Sunday. Where an employee is receiving overtime pay, weekend premium will not apply.

During the term of this Collective Agreement, increases to Weekend Premium will be adjusted based on funding levels provided to the Employer. Applicable adjustments will be retroactive to the date for which additional funding was provided.

ARTICLE 24 SICK LEAVE

24.01 Definition of Sick Leave

"Sick Leave" means the period of time an employee is absent from work by virtue of being sick or disabled or because of an accident not covered by Workers' Compensation.

24.02 Notification of Illness

When taken ill and unable to report for work, the employee shall notify **the appropriate management representative or designate** at the earliest possible opportunity. **Upon request**, the employee shall **provide proof of illness at the first scheduled shift when they return to work.**

24.03 Accumulation of Sick Leave

All employees shall be eligible for sick leave entitlements. The sick leave entitlement shall be pro-rated for all other than full-time employees.

Effective April 1, 2022, fulltime employees shall earn sick leave credits at the rate of eighty eight (88) hours of paid sick leave per year (seven point three three (7.33) hours per month). Such leave shall accumulate to a maximum of two hundred and forty (240) hours.

Effective the 1st of April, 2025, full time employees shall earn sick leave credits at the rate of ninety six (96) hours of paid sick

leave per year (eight (8) hours per month). Such leave shall accumulate to a maximum of two hundred and forty (240) hours.

ARTICLE 25 NO DISCRIMINATION

25.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, exercised or practiced with respect to any employee **in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise** by reason of age, race, creed, colour, national origin, disability (subject to bona fide occupational requirements), political or religious affiliation, sex, sexual orientation or marital status, family status, place of residence, nor by reason of membership or activity in the Union.

25.02 Return to Work and 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 medical evidence of limitations or restrictions and clearance for full duties as provided by the appropriate healthcare provider. The employer may require an employee to undergo a medical examination by a medical practitioner at the employer's expense.

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, and where required, the Employer shall make information concerning the restrictions of an employee who is accommodated in the workplace available to other employees.

The Union may consider waiving certain provision of the Collective Agreement in order to facilitate an accommodation where required and appropriate.

25.03 Employee Status During and After Disability

- 1. When an employee is off work and receiving disability benefits, during the first two (2) years the employee's position shall not be filled on a permanent basis.**
- 2. Where an employee, after completing two (2) years of disability benefits, remains unable to perform in any occupation, the position formerly occupied will be posted and filled on a permanent basis; the employee will remain on LTD.**
- 3. Following the two (2) year period if the employee is deemed to be unable to do their own job but is able to return to work the following procedure will be undertaken:**
 - a) The Employer, employee and the Union will review qualifications and capabilities including particular limitations and/or restrictions in accordance with Article 25.02.**
 - b) Where no job is immediately available, the employee is to be granted a long term leave of absence and the employee shall be eligible to bid for any future vacancy which occurs for which the employee is qualified and capable.**
 - c) The position vacated by the employee will be posted and filled on a permanent basis. The employee shall have access to the provisions of the Retirement Pension and Group Life Plans subject to the terms of the respective plans.**
- 4. Should an employee subsequently be deemed able to perform the work in their former occupation or any occupation, and**

therefore, LTD benefits cease, the employee shall be eligible for any future vacancy which occurs for which the employee is qualified and capable as per Article 12 Vacancies and Article 25.02.

25.04 Harassment

The Employer and the Union recognize the right of employees to work in an environment free of harassment and will work jointly to achieve that goal. The Employer shall develop and implement a harassment policy, which shall be reviewed regularly and revised as deemed appropriate. The policy shall be made available to all employees.

a) Definition of Harassment

Harassment means any objectionable conduct, comment, or display by a person that is directed at a worker, that constitutes a threat to the health or safety of the worker, and:

- 1) Is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry, or place of origin, Union activity; or**
- 2) Is a repeated intentional, sexually oriented practice that undermines an employee's health, job performance, or workplace relationships, or endangers an employee's employment status or potential; or**
- 3) Is an unsolicited, unwelcome, disrespectful or offensive behaviour directed at another person. These actions may be identified as repeated intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation. This is intended to include personal harassment and/or bullying.**

b) Harassment Policy and Reporting of Harassment

The policy shall be jointly developed in consultation with SEIU-West and the appropriate Occupational Health and Safety Committee(s), and shall ensure that:

- 1) Individuals are aware of the seriousness with which the Union and the Employer view harassment;**
- 2) Employees/managers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs, and a process to properly report complaints;**
- 3) Incidents are investigated promptly, objectively, and in a sensitive, confidential manner. Investigations shall be carried out in accordance with specific harassment policies and the Union shall be advised upon initiation of a formal investigation and shall be kept advised;**
- 4) Training shall be provided to those employees deemed responsible to conduct investigations. This training shall be paid at regular rates of pay;**
- 5) The necessary corrective action is taken;**
- 6) If an employee believes that she/he has been harassed, an employee should:**
 - i. Tell the alleged harasser to stop;**
 - ii. Document the event(s) complete with the time, date, location, names of witnesses and details for each event.**
- 7) If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should immediately report verbally or in writing the harassment to the appropriate Supervisor and/or Union representative or the Occupational Health and safety Branch.**

Upon receipt of any verbal or written complaint the Employer shall attempt to resolve it through any

means deemed appropriate in the particular circumstances of the complaint. The Supervisor must maintain written notes of her/his actions. Failure to resolve shall result in the initiation of a formal investigation.

- 8) The Employer agrees that an employee shall not be disciplined or suffer any adverse consequences as a result of having submitted either a verbal or written complaint of harassment in good faith.**

25.05 Reporting of Alleged Wrongdoing

No employee will be penalized, harassed or disciplined for bringing forward, in good faith, an alleged wrongdoing to the Employer and/or any lawful authority either directly or through the Union.

ARTICLE 26 EMPLOYEE BENEFITS AND PENSION PLANS

26.01 Health Plans

The employer agrees to maintain the Health Plans and cost sharing and contribution arrangements in existence on the date of issuance of the Certification Order by the Saskatchewan Labour Relations Board for the life of this agreement. Further the employer retains the right to choose the Plan providers and agrees to maintain as a minimum that level of coverage in existence the date of issuance as of that date.

Employer payment of premiums is limited to participation as a single registration. The employee shall be responsible for any premiums above the single rate if registering for couple or family coverage.

26.02 Pension Plan

The employer agrees to maintain the Pension Plan and cost sharing arrangements in existence on the date of issuance of the Certification Order by the Saskatchewan Labour Relations Board for the life of this agreement.

Eligibility requirements are established by the plan documents. Employees determine their own individual preferred contribution rate up to the maximums listed below, which is matched by the employer.

Pension Plan participation is mandatory for eligible full time employees and optional for eligible part time and casual employees up to two percent (2 %) contribution in the first year of employment and up to three percent (3 %) in year two and forward, matched by the employer.

Effective April 1, 2022, matching contributions by the employee and employer will be up to five percent (5 %) in the first year of employment and up to six percent (6 %) in year two and forward.

ARTICLE 27 PROFESSIONAL FEES

Effective April 1, 2021, the Employer shall reimburse eligible Licensed Practical Nurses for associated professional or licensing fees that employees are required to pay by either statute or the Employer.

ARTICLE 28 DURATION OF AGREEMENT

28.01 This Agreement will become effective on April **1, 2021**, and shall continue in effect thereafter up to and including March 31, **2026**, and automatically from year to year thereafter unless either party gives written notice of its desire to negotiate revisions thereof. Such notice shall be given in accordance with **the relevant provisions of *The Saskatchewan Employment Act.***

Samaritan Place and SEIU-West Schedule A

During the term of this collective agreement, increases to Schedule A rates of pay will be adjusted annually in accordance with negotiated increases to provincial healthcare provider collective agreements for the positions identified in Schedule A. Any signing bonuses or lump sum payments negotiated by SEIU West in lieu of wage increases to provincial healthcare rates of pay will also be provided.

General Wage Increase

April 1, 2021 – March 31, 2022: 2%

April 1, 2022 – March 31, 2023: 2%

Upon ratification all employees on staff as of the 1st of April 2021 shall be provided a signing bonus of one hundred dollars (\$100.00) less required deductions.

Hourly Rates of Pay

Effective 1 April 2021

	step 1	½ step	step 2	½ step	step 3
Care Partner	\$22.72	\$23.11	\$23.50	\$23.08	\$24.35
Life Enhancement Guide	\$27.44	\$27.95	\$28.45	\$28.93	\$29.41
Licensed Practical Nurse	\$35.45	\$34.83	\$36.70	\$37.33	\$37.96

Effective 1 April 2022

	step 1	½ step	step 2	½ step	step 3
Care Partner	\$23.17	\$23.57	\$23.97	\$24.41	\$24.84
Life Enhancement Guide	\$27.99	\$28.51	\$29.02	\$29.52	\$30.00
Licensed Practical Nurse	\$36.16	\$36.80	\$37.43	\$38.08	\$38.72

LETTER OF UNDERSTANDING #1

between

SAMARITAN PLACE CORP.

and

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

RE: EXTENDED/MODIFIED SHIFT FOR LPN NURSING STAFF

The request for a transition period/modified shift has been brought forward by the LPN members of SEIU West and the Employer is prepared to work with the Union and its members in developing a modified shift to improve resident care, safety and communication in the workplace.

Therefore, the parties agree that they will form a joint committee to develop a modified shift to provide an opportunity for LPN nursing staff, currently working 11.5 hours/shift, to overlap at the end and beginning of their shifts to provide a short transition period for employees during their shift changes. The modified shift arrangement shall be implemented on a trial basis and shall be reviewed by the parties after six (6) months following implementation.

The terms of reference to develop a modified schedule would provide for the following:

- A shift overlap of up to 15 minutes and a maximum paid shift of 11.75 hours.
- For full-time LPN's, each four (4) week work schedule shall not exceed 160 hours but shall not be less than 158.5 hours of work.
- Overtime shall not be paid until an employee has worked in excess of 11.75 hours per day or 160 hours in the designated four (4) week period.
- The Committee will develop options so that LPN's wishing to work not less than 2080 hours per annum are provided with opportunities to work additional hours beyond the modified schedule to achieve 2080 hours annually.
- working under this shift arrangement shall be entitled to Rest and Meal Breaks as follows: For a day shift – 1 thirty (30) minute paid and one thirty (30) minute unpaid meal break and 1 paid fifteen (15) minute coffee break. For a night shift – 2 thirty (30) minute paid meal breaks where an employee is required to remain on the premises and one paid fifteen (15) minute coffee break will be paid at regular time. The second paid meal break will be paid

and not considered as hours worked for the purpose of calculating over time. When an employee is permitted to leave the premises the meal break(s) shall be unpaid.

The Union Committee shall consist of up to four (4) LPN's appointed by the Union as well as the potential use of focus groups/surveys to ensure all LPNs are provided an opportunity for input. The Union Committee shall have access to an SEIU-West Union Representative for support and advice.

Either party may provide notice of their intent to either terminate this Letter of Understanding or negotiate revisions to this Letter of Understanding upon not less than ninety (90) days' notice in writing to the other party.

Dated this 17th day of November 2022.

Signed on Behalf of SEIU – West

Signed on Behalf of Samaritan Place Corp



Barb Fredrickson



Rae Sveinbjornson



Rena Olson



Jennifer Marin



Tracy Goodheart
Union Representative



Cam McConnell
Negotiations Officer

LETTER OF UNDERSTANDING #2

RE: Care Partner Education Requirements Conditional Hire

BETWEEN: SEIU-West

AND: Samaritan Place Corp.

The parties agree that this Letter of Understanding is intended to address the manner in which the Employer shall recruit employees into the Care Partner classification who do not currently possess the required qualifications as stipulated in the Care Partner job description.

It is agreed between the parties that this Letter of Understanding shall work in concert with the provisions of the Collective Agreement. Where this Letter of Understanding is silent, the Collective Bargaining Agreement shall govern. In case of discrepancies between this Letter of Understanding and the Collective Agreement, and in the absence of specific provisions in this Letter of Understanding, the terms and conditions of the Collective Bargaining Agreement will govern.

Effective the date of signing of this Letter of Understanding, all current employees employed in the Care Partner classification who are not currently conditionally hired, and who were not a graduate of the Saskatchewan Polytechnic Continuing Care Assistant Program or an equivalent educational program, shall be deemed qualified until their employment is terminated with the Employer.

Part time and casual employees who are hired as conditional hires into the Care Partner classification shall be entitled to bid into vacant positions, as per Article 12 of the Samaritan Place Corp./SEIU-West Collective Agreement, upon completion of their probation period of 3 months.

Should it be necessary to hire a Care Partner who is not a graduate of the current Saskatchewan Polytechnic Continuing Care Assistant Program or equivalent, the Employer will give preference to bargaining unit members.

Any new employee hired who is not a graduate of the Saskatchewan Polytechnic Continuing Care Assistant Program or equivalent, will be required to become qualified within two (2) years of their commencement date. 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 ongoing participation in the program or process, at a minimum of every six (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 Care Partner classification.

Where an employee requests in advance of enrolling in the Saskatchewan Polytechnic Continuing Care Assistant Program or equivalent course, the Employer shall provide assistance to the employee, including but not limited to, unpaid leave to attend classes and repayable loans for tuition and/or educational.

This Letter of Understanding shall be considered part of the current Collective Agreement between the parties and shall remain in effect for the term of the current Collective Agreement between the parties and thereafter unless either party provides notice of their intent to terminate or negotiate revisions thereto. Such notice shall be provided in accordance with Article 27.01 of the Collective Agreement.

Dated this 17th day of November 2022.

Signed on Behalf of SEIU – West



Barb Fredrickson



Rena Olson



Tracy Goodheart
Union Representative



Cam McConnell
Negotiations Officer

Signed on Behalf of Samaritan Place Corp



Rae Sveinbjornson



Jennifer Marin

Signing page:

The foregoing changes, additions and amendments to the Collective Agreement between the parties and attached Letters of Understanding are agreed to as affirmed by the attached signatures of the representatives of the parties.

Dated this 17th day of November 2022.

Signed on Behalf of SEIU – West

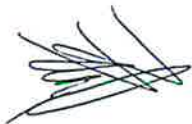
Signed on Behalf of Samaritan Place Corp



Barb Fredrickson



Rae Sveinbjornson



Rena Olson



Jennifer Marin



Tracy Goodheart
Union Representative



Cam McConnell
Negotiations Officer

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.

Calendar for Year 2020 (Canada)

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Calendar for Year 2021 (Canada)

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Calendar for Year 2025 (Canada)

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Calendar for Year 2026 (Canada)

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3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
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	3	4					1	2	3	1	2	3	4	5	6	7				1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	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).