



COLLECTIVE AGREEMENT

BETWEEN

HCN – Revera Lessee (Bentley Saskatoon) LP

AND

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

FOR THE PERIOD OF

January 1, 2021 to December 31, 2023

How to Handle a Question or Complaint

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

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

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

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

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

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

1-888-999-SEIU (7348)

ext. 2298

Or click 'Contact' on:

SEIUWEST.ca

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PREAMBLE

WHEREAS it is the desire of both Parties to this Agreement:

- i) To maintain and improve harmonious relations between the Employer and members of the Union; and
- ii) To recognize the mutual value of joint process in the negotiation of all matters pertaining to working conditions, employment, hours of work and rates of pay; and
- iii) To encourage efficiency and safety in operation; and
- iv) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union; and
- v) To provide for collaboration between the parties in order to secure optimum services to the residents of The Bentley at Saskatoon; and
- vi) To jointly recognize that the exercise of rights and functions is to be carried out reasonably, fairly and in a manner consistent with the Collective Agreement as a whole; and
- vii) To provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve;

AND WHEREAS it is now desirable that the methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

THEREFORE the Parties hereby enter into, establish and agree to the following terms:

ARTICLE 1 TERM OF AGREEMENT

1.01 Term of Agreement

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after **January 1, 2021** up to and including **December 31, 2023** and from year to year thereafter, unless notification of desire to amend be given in writing.

This Agreement shall be deemed to remain in effect during the period of negotiations as may be required to conclude a new Agreement.

1.02 Open Period

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

ARTICLE 2 INTERPRETATION

2.01 Definitions

- a) ***Permanent full-time employee*** refers to a person who is hired on an ongoing basis and regularly scheduled to work a minimum of thirty (30) hours or more each week.
- b) ***Permanent part-time employee*** refers to a person who is hired on an ongoing basis and regularly scheduled to work less than thirty (30) hours **but not less than fifteen (15) hours** each week.
- c) ***Temporary employee*** refers to a person who is hired to fill a vacancy due to an employee away from work on an approved leave. Should the full-time or part-time employee not return to work at the end of the leave, the position shall be re-posted as a permanent position and the temporary employee may apply for the full-time or part-time position.
- d) ***Probationary employee*** refers to a person who is the incumbent of a position who is serving the probationary period.
- e) ***Casual employee*** means a person engaged to perform work on a call-in, vacation relief or in an emergent situation, which does not

require a posting and/or **regularly scheduled to work less than fifteen (15) hours** each week.

f) ***The Employer*** means HCN – Revera Lessee (Bentley Saskatoon) LP.

g) ***The Union or Local Union*** means Service Employees International Union (SEIU-West).

2.02 Use of Singular, Plural, Masculine or Feminine Terms

Whenever the **feminine pronoun is used in this agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.**

ARTICLE 3 MANAGEMENT RIGHTS

3.01 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 RECOGNITION AND NEGOTIATION

4.01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in accordance with the certification order issued by the Labour Relations Board of the Province of Saskatchewan as outlined below:

(LRB File No. 279-13 & 301-13)

"All employees employed by Revera Retirement LP by its general partner HCN – Revera Lessee (Bentley Saskatoon) LP operating as Emmanuel Village in Saskatoon, Saskatchewan, except the general manager/executive director, assistant executive director, resident services manager, food services manager, confidential secretary and any other employees at or above the rank of manager."

4.02 Negotiation

The Employer agrees to negotiate with the Union, representatives of the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

4.03 Union Representation

Any employee requested to meet with the Employer with respect to discipline or employee work performance shall be informed, a reasonable time prior to the meeting, of the nature of the meeting, and a Union representative shall be present at the meeting.

4.04 Union Bulletin Boards

The Employer shall provide bulletin board(s) which shall be placed so that all employees will have ready access to them and upon which the Union shall have the right to post notices of meetings and such other notices, as may be of interest to the employees. Offensive and/or derogatory articles are not permitted.

4.05 Joint Union Management Committees

- a) At either party's request, a Joint Committee shall be established to deal with such matters of mutual concern as may arise from time to time in the operation of the Employer. It is recognized that the purpose of the committee is to promote joint problem solving.

- b) **Composition**

The committee shall be composed of representatives of the Employer and representatives of the Union. **The committee may utilize the assistance of mediation/conciliation services.**

- c) **Time Limits**

The committee shall meet as and when required upon request of either party.

- d) **Jurisdiction**

The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

- e) **No Loss of Pay for Joint Union Management Committee**

Employees who attend a Joint Union Management Committee meeting shall be released from duty without loss of pay.

ARTICLE 5 NON-DISCRIMINATION

5.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation or marital status, place of residence, nor by reason of membership or activity in the Union.

5.02 The Employer and the Union agree to work together to ensure that **the** workplace is free of harassment and discrimination.

ARTICLE 6 UNION SECURITY AND CHECKOFF OF UNION DUES

6.01 Union Membership

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

6.02 Dues Checkoff

The Employer shall deduct and pay to the Union within fifteen (15) calendar days following the completion of the last payroll period in the calendar month, out of the wages due to the employees, the Union dues, initiation fees and assessments of the employees. The Employer shall furnish the names of the employees on whose behalf the deductions have been made, together with their employment status (e.g. full-time, part-time, casual) and the hours worked in each reported period.

6.03 Dues

The Union shall notify the Employer in writing of the amount of dues to be deducted from the employee's wages not less than thirty (30) days before the effective date.

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

6.04 Statement of Staff Changes

A statement listing any staff changes and their job classification, such as appointments, transfers, promotions, demotions, terminations and the date they occur, will be provided to the Local Union office within ten (10) days after they occur.

6.05 New Employees/Introduction to Shop Steward

- a) The Employer agrees to provide the Local Union Office, on or before March 1st of each year, with a list of employees and their last known address.
- b) The Employer agrees to advise new employees that a Collective Agreement is in effect and that union membership is a condition of employment. The Employer shall, at the time of hiring, provide the employee with a union dues authorization form and have the new employee sign a union membership card.
- c) During the first (1st) month of employment, and within regular working hours, the Employer shall introduce the new employee to the Union Steward or representative and provide the Steward at least fifteen (15) minutes to provide the employee with a copy of the Collective Agreement and other pertinent information.
- d) A list of all new employees in each facility shall be provided to the Union facility chairperson on a monthly basis.
- e) The Employer shall provide storage space on the Employer's premises, suitable to the needs of the Union Steward or representative, for storage of Collective Agreements, union membership cards, and other similar pertinent information that is to be provided to new employees.
- f) The Union shall notify the Employer in writing of the selected Stewards and of any changes made therein.

6.06 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 or Employer representative shall request or counsel any employee to make a written or verbal agreement which may conflict with the terms of this Agreement.

6.07 Conflicting Interests

An *Employee* may not enter into a financial arrangement with a resident and/or their responsible party (pertaining to the resident), to provide services with whom the employer has a contractual relationship.

6.08 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. A copy of such notification shall be forwarded to the Local Union Office.

6.09 Work of the Bargaining Unit

- a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, instruction, experimentation or working Supervisor. In the event that no in-scope employee is available to perform work for a given shift, an out-of-scope employee may fill the shift.
- b) The Employer reserves the right to contract out work, where in its exclusive opinion, it is necessary or expedient to do so.

The Employer will not contract out work where it would result in the layoff or reduction of hours of an employee in the Bargaining Unit.

- c) Notwithstanding the above, it shall not be a violation of this Article when management employees continue to perform the bargaining unit's duties that they normally and usually performed prior to the date of certification.

ARTICLE 7 DISCIPLINE

7.01 Discipline

No employee shall be disciplined or suspended without just cause and without being apprised of the issue or concern prior to any disciplinary

action being taken. In cases of disciplinary action against an employee, proof of just cause shall rest with the Employer.

- a) A copy of a document placed on an employee's file which might at any time be the basis for disciplinary action shall be supplied to the employee, with a copy to the Local Union Office.
- b) The employee's reply to such document shall also become a part of the employee's file.
- c) Documents referred to in a) and b) will become void after twenty-four (24) months unless there have been subsequent documented incidents of a similar nature. **Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twenty-four (24) month period noted above.**
- d) Suspension pending investigation is not considered discipline. Where investigations reveal that no discipline is warranted the employee shall be paid for time lost due to suspension pending investigation.

Any meetings relating to discipline shall be subject to Article 4.03 (Union Representation).

7.02 Progressive Discipline

The Employer agrees to use a process of progressive discipline as set out below, except in cases where an employee's actions warrant immediate suspension without pay or dismissal.

a) Written Reprimand

If an employee displays no positive response to a verbal reprimand, the Employer may reprimand that employee by means of a written reprimand to the employee within thirty (30) calendar days of the event leading to the reprimand. Such written reprimands shall be placed on the employee's file. The employee shall be entitled to make written reply to the specific complaints, accusations, or expressions of dissatisfaction and the reply shall also be placed on the employee's file.

b) **Suspension Without Pay**

If an employee displays no positive response to a written reprimand, the employee may be suspended without pay. The employee shall be given notice of the suspension, which shall include the length of the suspension and the reasons for the suspension, in writing.

c) **Dismissal**

If an employee displays no positive response to a suspension without pay, the Employer may proceed to dismiss the employee. Notice of dismissal, which shall include the reasons for dismissal, shall be provided to the employee in writing.

7.03 Access to Personnel File

An employee shall be **granted access to the employee's personnel file upon reasonable notice to the Employer. A representative of SEIU-West shall also be granted access to an employee's personnel file, upon reasonable notice to the Employer, and upon the employee authorizing, in writing the Union to have such access. The personnel file may be sent to the Union Representative electronically.**

ARTICLE 8 SENIORITY

8.01 Definition of Seniority

Seniority shall be calculated and accrued on the basis of paid hours (exclusive of overtime) and all unpaid hours as provided in Article 8.02 (Accumulation of Seniority). Seniority shall not apply during the probationary period, however, once the probationary period has been completed seniority shall be credited from the last date of employment.

8.02 Accumulation of Seniority

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

- a) All paid hours exclusive of overtime;

- b) All paid leaves including vacation and sick leave;
- c) Any authorized unpaid leaves of absence granted under Article 13.01 (General Leave Without Pay) to a maximum of thirty (30) working days per calendar year;
- d) Time off while receiving benefits under the Workers' Compensation Act and/or Disability Income Plan and/or Income Replacement via the Automobile Accident Insurance Act;
- e) Union leave granted under Articles 13.06 (Union Leave) and 13.07 (Leave For A Union Position);
- f) Maternity, parental and adoption leave;
- g) Temporary out-of-scope positions with the Employer not to exceed one year unless mutually agreed otherwise by the Employer and the Union;
- h) Education leave;
- i) Public office and professional association leave.

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

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

8.03 Maintenance of Seniority

Subject to Article 8.02 (Accumulation of Seniority) and Article 8.04 (Loss of Seniority) of this Agreement, an employee shall maintain accumulated seniority.

8.04 Loss of Seniority

An employee shall lose seniority and shall be deemed terminated in the event the employee:

- a) Is discharged for just cause and is not reinstated;

- b) Voluntarily retires or resigns in writing;
- c) Fails to return to work immediately following the termination of leave of absence or within three (3) calendar days from notification by the Employer to return to work following a layoff, unless, in either case, the employee can show justifiable reasons for failure to report to work;
- d) Is laid off and has not returned to a position with the Employer for **eighteen (18)** calendar months following the date of layoff;
- e) Is a casual employee who has been offered and not accepted **and has not worked** for a period of sixty (60) calendar days exclusive of approved leaves of absence;
- f) Has been exclusively in an out-of-scope position for more than one year, excluding a temporary out-of-scope position.

8.05 Seniority List

- a) The Employer agrees to post a seniority list quarterly by January 15th, April 15th, July 15th, and October 15th each year reflecting the accrued seniority of each employee up to the last pay period in the previous month.
- b) Upon proof of error, **within 30 calendar days from the date of the posting**, the Employer shall revise the seniority list. Copies of the list, and revisions thereof, shall be forwarded to the Local Union Office and to the Unit chairperson simultaneously. These lists shall remain posted until replaced with an updated list in a place accessible to all employees.

ARTICLE 9 VACANCIES, NEW POSITIONS, AND OFFER AND ASSIGNMENT OF WORK

9.01 Creation of New Classifications or Changes to Existing Classifications

- a) The creation of new classifications or any significant changes to the content or qualifications of any existing classification or position shall be subject to negotiation for an appropriate rate of pay.

- b) The Local Union Office shall be notified in writing at least thirty (30) calendar days prior to the implementation of any proposed change.
- c) Should agreement not be reached by the parties in such negotiations, the matter may be referred to arbitration in accordance with Article 22 (Arbitration) of this Agreement or some other mutually agreed to adjudication process.
- d) The Employer shall provide copies of current job descriptions to the Union upon request.

9.02 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, and *The Saskatchewan Employment Act*.

Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union and the employee. All parties shall work together in a collaborative and co-operative manner to determine appropriate accommodation(s) and to foster an atmosphere conducive to accommodation.

9.03 Job Postings

Vacancies and newly established positions shall be posted in areas accessible to all employees for at least seven (7) calendar days, unless the Employer and Union agree to a longer or shorter period. Copies of postings shall be forwarded to the Local Union Office. Vacancies shall be posted in the same manner pending operational requirements. If the Employer decides that a vacant position is not to be filled, they shall so advise the Union in writing stating their rationale.

The Employer reserves the right to advertise in local media outlets during the seven (7) day job posting period. The Employer, however,

recognizes that current employees have first choice to the job posting subject to seniority and qualifications.

9.04 Posting of Vacancies

Job postings shall include:

- a)
 - job classification;
 - status (full-time/part-time, temporary/permanent);
 - required qualifications as stated in the job description;
 - pay range.
- b) For informational purposes only, the following shall be included and it is recognized that these conditions may be subject to change:
 - type of shifts (days, evenings, nights);
 - date of commencement of the position;
 - work area or nature of service.

9.05 Filling of Vacancies

New positions or vacancies shall be filled on the basis of seniority provided that the applicant possesses the necessary qualifications required to fill the position and the ability to perform the work.

a) Bidding of Vacancies

Employees shall be entitled to bid for a new position or vacancy by means of written application. Wherever possible, vacancies shall be filled by employees within the scope of this Agreement.

An employee who will be absent from the workplace may make written application for any anticipated postings **with** the Executive Director. Such request shall remain in effect for thirty (30) calendar days

b) Commencement of Job

An employee selected from the posting procedure shall commence the job within three (3) weeks after the closing date of the posting unless mutually agreed otherwise.

c) Appointment of Applicant

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

d) **Letter of Appointment**

All positions shall be confirmed in writing by a letter of appointment, which shall include the position's status and start date.

e) **Resignation of Position**

In the event that an employee wishes to **resign** their **employment**, two (2) weeks' notice should be provided to the employer.

In the event that an employee wishes to resign their position to become casual, two (2) weeks' notice should be provided to the Employer and such request is subject to operational approval.

9.06 Probationary Period for New Employees

Newly hired employee(s) shall be on probation for a period of three hundred and sixty (360) hours worked or for the first three (3) months from their date of hire, whichever comes later. By mutual agreement of the parties, an extension may be granted for up to three hundred and sixty (360) hours worked or three (3) months, whichever comes later. Prior to the expiry of the probationary period, the Employer shall confirm in writing the successful completion of probation, failure of the probation or the decision to extend the probation. The Local Union Office shall be notified, in writing, of discharge within seven (7) calendar days. After completion of the probationary period, seniority shall be effective from the date of hire.

9.07 Trial Period

The successful internal applicant shall be notified within five (5) working days following the end of the posting period. The employee shall hold the position for a trial period of up to one hundred and sixty (160) hours or one (1) month whichever comes later. Conditional on satisfactory

service, the employee shall be declared permanent after the trial period of one hundred and sixty (160) hours or one (1) month whichever comes later. In the event the applicant proves unsatisfactory in the position during the trial period, or at the employee's request during the trial period, the employee shall be returned to their former position, wage rate, and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to the employee's former position, wage rate, without loss of seniority.

Employees will be limited to a request to return to their former position during a trial period to a maximum of three (3) times in a twelve (12) month period.

An employee shall serve only one (1) trial period in any classification.

9.08 Rates of Pay

a) Pay on Promotion

The hourly rate of an employee promoted to a higher classification shall be advanced to that hourly rate in the applicable pay grade 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 of the hourly rate is less than the employee's next normal increment in the highest pay grade.

b) Pay on Transfer

When an employee through a job posting accepts or is placed in a position in a different classification, and the starting hourly wage rate in that classification is lower than the employee's current hourly wage rate, the employee shall be paid at the three-month increment hourly wage rate in the new classification.

Such employee shall receive her twelve-month wage increment nine months after starting in the new classification.

c) When an employee, through direction of the Employer is placed in a position in a different classification and the starting hourly wage rate in that classification is lower than the employee's current hourly wage rate, the employee shall maintain their current step in their new pay range. (e.g. Shift Supervisor at 1 Year placed at Admin at 1 Year.)

9.09 Work Assignment

Where work is to be done, which under the terms of this Agreement does not require posting, a temporary work assignment shall be made on the basis of seniority within the department provided the employee possesses the necessary qualifications required to fill the position and the ability to perform the work. Such assignments shall be made first to senior employees within the same classification, then to senior employees in either a higher classification, or lower classification.

a) Working at a Higher Paid Classification

An employee temporarily assigned to perform duties of a higher paid classification, within the bargaining unit, shall be paid in accordance with Article 9.07(a) (Pay on Promotion).

b) Working at a Lower Paid Classification

An employee temporarily assigned to perform the duties of a lower paid classification shall not suffer any reduction in their hourly rate of pay.

9.10 Temporary Vacancies

Temporary vacancies of three (3) months or longer shall be posted subject to the posting provisions identified in Articles 9.02 (Job Postings) and 9.03 (Posting of Vacancies).

- a) An employee shall not be considered for another temporary position at the same status (e.g. part-time) until having served five (5) months in the current temporary position, or until it has concluded. Where the term of a temporary position expires, or where the temporary work becomes redundant, or where the employee who created the original vacancy returns earlier than expected, the employee in the temporary position shall be returned to her original position, and Article 11.02 (Work Schedules) shall not apply to any employees affected by the change(s).
- b) Should the temporary vacancy subsequently become a permanent position, it shall be posted and filled in accordance with Articles 9.02 (Job Postings) and 9.03 (Posting of Vacancies).

- c) No temporary position shall exceed two (2) years and one hundred and nineteen (119) consecutive calendar days unless agreed to between the Employer and the Union. The Employer agrees to review with the Union all temporary jobs which exceed one (1) year in duration on a semi-annual basis to determine whether such positions should be posted as permanent positions.
- d) If, as a result of the posted temporary vacancy, an individual is hired from outside the bargaining unit, they shall be hired for the specific period of the vacancy. The term of employment may be extended beyond the term of the vacancy by mutual agreement between the Union and Employer.

9.11 Offer and Assignment of Work

- a) **Statement of Principle.**

The opportunity for employees to work additional shifts or enhance their hours to the normal full-time hours (8 hours per day or 40 hours per week) shall increase according to seniority, provided they possess the necessary qualifications and the ability to perform the work.

- b) **Declaration of Availability.**

Each employee shall declare their availability to work, using the Pro-Forma Availability form attached hereto as Schedule B, setting out the days, times and maximum number of hours and classifications for which she is available. Except in emergency situations, an employee shall change their availability only on June 1, September 1, December 1, and March 1.

- c) **Offer of Work Based on Seniority.**

The Employer shall offer work to the employee who:

- i) Has declared her availability to work the hours or shift in question;
- ii) Has the qualifications to perform the work; and
- iii) Is the most senior employee in the classification, first to

full-time, then to part-time, and then to casual employees.

- iv) Part-time employees who perform call-in work outside their home department and classification will be considered as casual in the second position.

d) **Procedure for Offering Work.**

Where work is offered under this Article, the following procedure shall be used.

- i) The individual offering hours (the "scheduler") shall offer the work, in order of seniority, to available employees, first to full-time, then to part-time then to casual employees as set out above.
- ii) The scheduler shall document the time each employee was called or otherwise contacted.
- iii) The scheduler shall record whether they received an answer at that time. If no immediate personal response was received, the scheduler shall proceed to follow the list to subsequent employees.
- iv) If a message is left for an employee regarding the offer of work, the employee may call the scheduler to accept the work. However, that employee is not entitled to the offered work if the scheduler has, in the meantime, proceeded down the list and offered the work to a more junior employee.

It is acknowledged that this procedure will be used to offer employees work up to the normal full-time hours (8 hours per day and 40 hours per week). If the work cannot be filled at regular rates of pay, the Employer will proceed to assign the work at the appropriate overtime rates on the basis of the senior qualified employee.

ARTICLE 10 LAY-OFF AND RECALL

10.01 Lay-off

An Employee whose status is changed from full-time to part-time, full-time to casual, or part-time to casual as a result of the implementation of a new schedule, and/or a reduction of hours, will be considered to be laid off. In addition, the reduction of one (1) or more permanent full-time or part-time employee(s) shall be considered a layoff.

10.02 Role of Seniority in Lay-off

Procedure:

- a) In the event of lay-off, the Employer shall lay employees off in the reverse order of their seniority.**
- b) The following procedure will be used to identify employees who will be affected by a lay-off and provide the affected employee with their options:**

Step 1

The Employer will schedule a meeting to discuss reductions in hours with the Union Representative and the following will be supplied:

- Bi-weekly reductions of hours per classification;**
- Revised blank schedules of classifications that are directly affected or could be affected; and**
- An updated Seniority List.**

At the meeting, the Employer will set a date for "Line Picking". During "Line Picking", employees will select an available line, for which they have the skill and ability to perform, based on seniority, with the most senior employee selecting first.

Step 2

Employees will be provided with copies of the revised schedules and the "Line Picking" date and meeting times as soon as Step 1 has been completed.

Step 3

Employees will be scheduled for "Line Picking" in appropriate time intervals in accordance with the updated Seniority List (most senior first) in order to allow the employee sufficient time to select their line. The employees will have the choice of attending the "Line Picking" meeting in person, providing a number where they can be reached during their scheduled time or completing a selection preference sheet for the Employer.

Both the Employer and Union Representatives will be present at the "Line Picking" meeting.

Employees will be entitled to select an available line, provided they have the skill and ability to perform the position, or elect to be laid off if there are no available full-time lines if they are full-time, or part-time lines if they are part-time.

Step 4

Employees with no available positions will receive working notice or pay in lieu of notice, pursuant to Article 10.03 (Notice of Lay-off) below.

Step 5

At the conclusion of this notice period, or once the Employer has provided pay in lieu of notice, the new schedule will be implemented.

It is further agreed that nothing prevents the Employer and Union from mutually agreeing to another process not considered or listed in this Article.

10.03 Notice of Lay-off

- a) When **lay-offs** are contemplated the Employer shall notify the Union concurrent to notifying the affected employees. All employees affected by **lay-off** shall receive written notice of **lay-off**.
- b) The initial **lay-off** notice provided by the Employer to the employees shall be deemed the start of the notice period (the "Start Date"). Employees with less than ten (10) years' service who are in receipt of the initial **lay-off** notice shall receive at least **six (6)** weeks' notice. Employees with ten (10) or more years of service shall receive at least **eight (8)** weeks' notice of **lay-off**.

- c) Employees subsequently displaced pursuant to Article 10.02 will receive the greater of the balance of the respective notice from the Start Date or the notice period provided by *The Saskatchewan Employment Act*, whichever is greater, but in no case will a displaced employee receive less than fourteen (14) calendar days notice.
- d) 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 available.

10.04 Recall

- a) Employees shall be recalled from lay-off in order of seniority.
- b) Employees being recalled from lay-off shall be notified by registered mail addressed to the last known address of the employee concerned. It shall be the responsibility of each laid off employee to keep the Employer advised of their current address.
- c) Laid off employees shall maintain all previously earned benefits and seniority.
- d) **Employees who have been laid off or had hours reduced, shall be recalled or have the hours reinstated before the Employer recruits or appoints new employees, provided employee possesses the necessary qualifications as stated in the job description.**

10.05 No New Employees During Lay-off

No new employees shall be hired until those laid off have been given the opportunity of re-employment provided the laid off employee possesses the necessary qualifications as stated in the job description.

Laid off employees being recalled into a new classification will have to demonstrate the ability to perform the work.

ARTICLE 11 WORKING CONDITIONS AND HOURS OF WORK

11.01 Hours of Work

The normal hours of work shall be eight (8) hours per day (exclusive of a meal period) and forty (40) hours per week.

It is understood that this article is intended to provide the basis of a work week for bargaining unit employees, but it shall not be interpreted as a guarantee of normal hours of work per day, or normal hours of work per week, nor shall it be interpreted as a guarantee that the normal hours of work will not be changed if found necessary by the Employer, having due regard for its organization.

11.02 Work Schedules

- a) Work schedules shall be confirmed and posted no less than two (2) calendar weeks in advance of the actual week being worked.
- b) Employees shall notify **their immediate** supervisor in writing **with the signatures of both employees a minimum of two (2) working days, before trading shifts** of equal length between themselves. Deviation from the posted schedule, which results from employees trading shifts with other qualified employees, shall not be subject to the overtime provisions. **Such requests are subject to management's approval, which shall not be unreasonably denied.**
- c) Employees shall receive no less than two (2) consecutive days off, unless single days off are arranged by mutual agreement between the Employer and the Employee.
- d) Employees shall not be required to work more than seven (7) consecutive days without receiving days off, unless work schedules, which are acceptable to the majority of employees affected by the schedule and the Union, have been agreed upon.
- e) When an employee returns unexpectedly from any leave, the employee scheduled to work the relief assignment shall be a provided seventy two (72) hour notice.
- f) Employees scheduled for shift rotation shall have shifts rotated as equally as possible relative to other employees in the department.

At the request of the employees in a department and where the preference of the employees is such, the objective shall be for employees to rotate only between two (2) shifts.

g) **Rest Periods Between Change of Shifts**

The Employer shall not require an employee to work or to be at the disposal of the Employer for periods that are scheduled so that the employee does not have a period of eight (8) consecutive hours of rest in any period of twenty-four (24) hours, except in circumstances of a sudden or unusual occurrence that could not have been foreseen by the Employer.

h) **Split Shifts**

Split shifts will only be implemented with prior mutual agreement between the Employer and the Union.

i) **Change of Shift**

When an employee is required to change their shift from the posted and confirmed work schedule or **required to work outside their department during the course of their shift**, as a result of an Employer directive, the employee shall be paid a premium at the rate of one and one half times (1 ½ X) their regular rate of pay for all shift(s) so changed.

This provision shall not apply to any work assignment made under Article 9.11 **(d)** (Offer and Assignment of Work) or during mutually agreed cross training initiatives.

Departments for purposes of this Article shall be defined as Culinary, Housekeeping, Maintenance, Recreation (including Bus Driver) and Reception.

It is understood and agreed that for the 4 pm – 1200 midnight Reception/Housekeeping shift, individuals will be required to perform both Reception and Housekeeping responsibilities as part of their duties. As such, the provisions related to working outside the employee's department in this Article shall not apply to these shifts.

j) **Weekends Off**

Full-time employees shall not be scheduled to work more than two (2) consecutive weekends. Weekends shall be defined as Friday/Saturday, Saturday/Sunday or Sunday/Monday. Employees required to work on the third weekend or the designated weekend off shall be paid at the rate of one and one-half times (1 ½X) his/her regular rate for all hours worked on the third weekend or the designated weekend off. This article is not intended to alter existing local scheduling arrangements.

- k) All employees under this Agreement, who are unable to report for work, shall inform their **immediate** supervisor, **as designated by the Executive Director**, prior to commencement of their next scheduled shift as follows:
- Prior to day shift – as far in advance of the scheduled shift as is reasonably practicable **but not less than one (1) hour;**
 - Prior to evening shift – **two (2) hours**
 - Prior to night shift – **four (4) hours**

11.03 Rest Periods

Employees who work more than three (3) hours but not more than six (6) hours shall receive one fifteen (15) minute rest period uninterrupted by the Employer.

Employees who work more than six (6) hours shall receive two fifteen (15) minute rest periods uninterrupted by the Employer.

The time of the rest period shall be scheduled by the Employer. Every effort will be made to grant such periods midway between each half shift.

11.04 Meal Periods

One unpaid meal period, uninterrupted by the Employer, of at least one-half (1/2) hour shall be scheduled for each employee working a shift of at least five (5) hours (exclusive of meal period). In the event the employee is required to work during the scheduled meal break or otherwise is unable to utilize the meal break, such time shall be provided later in the shift, or paid at one and one-half (1 ½) times the employee's applicable rate of pay.

i) **Duty Managers, Night Supervisors**

Employees in these classifications who work evening, nights and/or weekends shall be scheduled and paid on such shifts for eight (8) consecutive hours. Two (2) fifteen (15) minute paid rest period in accordance with Article 11.03 (Rest Periods) and one (1) thirty (30) minute paid meal period shall be scheduled in each eight (8) hour shift. Employees, while on all breaks must be able to respond to the requirements of the Employer if need be and in respect to the normal duties of their position.

Affected employees will be eligible for overtime after eight (8) hours of work, rather than eight and one-half (8 ½) hours.

11.05 Overtime

a) Overtime Rates

All hours worked in excess of normal hours, as stated in Article 11.01, shall be paid at one and one half (1 ½) times the employees regular rate of pay.

b) Assignment of Overtime

Overtime shall be offered to employees within the department in the same classification on the basis of seniority, then in accordance with Article 9.11 (Offer and Assignment of Work), provided the employee possesses the necessary qualifications required to fill the position and the ability to do the work.

c) Overtime On Days Off

Employees required to work on their scheduled days off shall be paid overtime at the rate of two (2) times their regular rate of pay for all hours so worked.

d) Overtime Against Wishes

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

Except in emergency circumstances, no employee shall be required to work more than four (4) hours of overtime in any week.

11.06 Minimum Call in or Scheduled Work

No employee shall be called in, or scheduled to work, for less than three (3) hours.

11.07 Call-Back

Any employee who is called back to work after having completed their regular work schedule, or is scheduled to attend any meeting following their regular work schedule, and having left the work premises, shall be paid for a minimum of three (3) hours at the rate of one and one half times (1 ½X) their regular rate of pay

11.08 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.

11.09 Uniforms

- a. The Employer agrees that where an employee's clothing becomes damaged, in the course of their employment, beyond normal wear and tear and absent negligence on the part of the employee, such that the clothing is no longer usable by the employee, the Employer shall replace the damaged clothing.
- b. Any employee required to wear a specific uniform shall have a full uniform (top and pants) supplied and maintained by management.

11.10 Wages

Wages shall be paid at a rate as set out in Schedule "A" to this Agreement.

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

The Employer will utilize electronic pay stubs. The following terms and conditions shall apply to the utilization of electronic pay stubs and T4's:

- a) An employee shall be able to access a company computer and view their electronic pay stub (and T4) before their scheduled shift, during approved meal breaks or rest periods and after their scheduled shift.**
- b) An employee shall be able to print their electronic pay stubs (and T4) using company resources if they so choose.**
- c) The Employer shall ensure that no unauthorized employee will be able to access any other employee's electronic pay stubs**

11.11 Education Premium

A one dollar (\$1.00) per hour premium shall be applied to any grid for any person with Journey person or Bachelor Degree status in the appropriate job classification (e.g. Cooks or Activity).

11.12 Wage Increments

- a) Wage increments for full time employees shall be granted following completion of 3 months, 1 year, 2 years and 3 years service following their initial appointment.
- b) Wage increments for other than full-time employees shall be granted following the completion of 520 hours, 2080 hours, 3120 hours and 4160 hours.

11.13 Footwear Allowance

The Employer shall provide to each full-time employee who has passed their probationary period, a footwear allowance of one hundred (\$100) dollars to be paid out on or before December 31 of each calendar year.

The Employer shall provide to each part-time employee, who has passed their probationary period, a footwear allowance of fifty (\$50) dollars to be paid out on or before December 31 of each calendar year.

It is understood that proof of purchase will be required and that the footwear purchased have a non-slip sole.

11.14 Training Premium

Any employees required to train new hires shall receive a premium rate of one dollar (\$1.00) per hour. **The most senior employee on shift shall be assigned responsibility to train any new employee within their classification provided they possess the skills and abilities required to train.**

11.15 Procedure for Working Short

In the event that management is unable to fill a given shift, a revised list of duties shall be established between the Employer and the Union to be utilized during such periods.

It is understood that the procedure for working short will lessen the load for employees scheduled and will help to elevate workload concerns.

11.16 Shift Premium

A shift premium of one dollar (\$1.00) per hour shall be paid to employees for all hours worked between 2300 hours and 0700 hours (including such hours worked on Statutory Holidays). Where an employee is working overtime hours, shift premium shall not apply.

11.17 Weekend Premium

Effective the first pay period of January 2022, the Weekend Premium rate shall increase to ninety-five cents (\$0.95) per hour, and shall be paid for all hours worked between 0001 Saturday and 2400 Sunday. Where an employee is in receipt of the Shift Premium as provided in Article 11.09, the Weekend Premium shall not be paid. Where an employee is working overtime hours, weekend premium will not apply.

Effective the first pay period of March 2022, the Weekend Premium rate shall increase to one dollar (\$1.00) per hour.

11.18 Travel Allowance

When an employee is requested and agrees to use his/her own vehicle for Employer's business after the normal travel to work and before travelling home from work, such an employee shall be paid at the applicable mileage reimbursement rate pursuant to Revera's corporate policy.

All travel time during business hours shall be considered as time worked.

ARTICLE 12 STATUTORY HOLIDAYS

12.01 Statutory Holidays

For the purpose of this Agreement, the following shall be considered Statutory Holidays:

New Year's Day	Saskatchewan Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

And any day proclaimed as a statutory holiday by the federal or provincial authorities.

All statutory Holidays shall be observed only on the day identified above unless agreed between the Union and the Employer or as declared by statute.

12.02 Statutory Holiday on Scheduled Day Off

Where a Statutory Holiday falls on a full-time employee's regular or scheduled day off such employee shall receive another day off with pay. The day off in lieu of the Statutory Holiday shall be scheduled on a day mutually agreed upon between the Employer and the employee within the next thirty (30) days. If this day cannot be scheduled the employee will receive pay for the day at the applicable rate.

12.03 Christmas and New Year's Day Off

The Employer shall endeavour to schedule the employee for at least Christmas Day or New Year's Day off. In addition if an employee works Christmas Day the employer, at the employee's request, will endeavour to schedule December 26th off.

ARTICLE 13 LEAVES OF ABSENCE

13.01 General Leave Without Pay

Wherever possible and insofar as the regular operation of the workplace will permit, leave of absence without pay shall be granted to any employee.

All requests for a general leave of absence must be submitted in writing to the immediate supervisor at least seven (7) calendar days in advance of the posting of the schedule for the period in which the leave is to be taken, except in extenuating circumstances, and the employee shall forward a copy of the request to the Local Union office.

For any leave of absence under this Collective Agreement, the Employer shall respond, in writing, to written requests for leaves of absence within three (3) working days of the receipt of the request. Any leave request which is denied shall state the reason for such denial.

13.02 Bereavement Leave

The death of a loved one is a traumatic event, which transcends the concerns of day-to-day business. Management appreciates the emotional impact on people at these times.

Full-time employees will be granted up to five **(5)** consecutive working days off, with pay to attend the funeral of an immediate family member. This includes a spouse, common-law spouse, parent, child, step-child, grandchild, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and legal guardian.

In the case of the death of an employee's niece, nephew, aunt or uncle, an employee shall be granted one regularly scheduled working day without loss of pay.

Part-time employees are entitled to prorated bereavement leave with pay. This will be determined by the amount of hours that employee has worked in the previous three months.

If needed, an employee may be granted additional time off to be taken as vacation leave or as leave without pay. Similarly, if an employee takes time off with pay as part of their vacation to visit a relative (as listed above) who is ill and that relative dies, then the employee may convert three (3) days of that time off into bereavement leave. The Executive Director must approve such requests.

13.03 Maternity Leave

Maternity Leave **will** be granted **as per Employment Leave 2-49 of *The Saskatchewan Employment Act.***

13.04 Adoption Leave

Adoption Leave will be granted as per Employment Leave 2-50 of *The Saskatchewan Employment Act.*

13.05 Parental Leave

Parental Leave **will** be granted **as per Employment Leave 2-51 of *The Saskatchewan Employment Act.***

13.06 Compassionate Care Leave

The parties agree that where an employee's claim for Compassionate Care Leave has been approved by the Employment Insurance Commission, the employee shall be granted an unpaid leave of absence for the duration of their Compassionate Care Leave.

13.07 Union Leave

Insofar as the regular operations permit:

- a) Designated employees shall be granted leave of absence without pay to attend to Union business.

- b) Such request must be submitted in writing to the Employer at least fourteen (14) days in advance except in cases where it is mutually agreed otherwise.
- c) The Employer agrees to continue to pay normal salary and benefits to employees allocated on a short term basis of one (1) month or less to attend to Union business as referred to in this Article and that the Employer is to charge the Local Union for reimbursement of the cost. Such costs shall only include:
 - i) Actual lost wages;
 - ii) Employer's share of Canada Pension contributions;
 - iii) Employer's share of Employment Insurance premiums;
 - iv) Employer's share of Group Insurance premiums;
 - v) Employer's share of Disability Income contributions; and
 - vi) Workers' Compensation premiums.
- d) On leaves of absence of more than one (1) month, and at the request of the Union, the Employer agrees to pay normal salary and benefits to an employee, and will charge the Union, in addition to those costs set forth in Article 13.06 (c) an appropriate amount for the following benefits:
 - i) annual vacation;
 - ii) sick leave; and
 - iii) Statutory Holiday.

13.08 Leave for a Union Position

An employee who is elected or selected for a full-time position with the Union or any labour body with which the Union is affiliated, shall be granted an unpaid leave of absence. Such leave shall be renewed each year during the term of office.

13.09 Election to a Professional Association

An employee elected to an executive position within a professional association that relates to their classification shall, upon fourteen (14) calendar days notice be granted necessary time off without pay in order to fulfil the requirements of the elected position.

13.10 Education Leave

Subject only to operational requirements, an educational leave of absence without pay shall be granted for up to twenty-four (24) consecutive months at the request of the employee.

13.11 Paid Jury or Court Witness Leave

When an employee is subpoenaed for jury duty or as a crown court witness, such employee shall not suffer any loss of salary or wages while at the disposal of the court. Time spent by an employee required to serve as a crown court witness in any matter arising out of employment shall be considered as time worked at the regular rate of pay.

Any payment received from the court shall be returned to the Employer.

13.12 Leave for Public Office

An employee who is elected to Public Office shall be granted unpaid leave as per legislation.

13.13 Personal Leave

The employer agrees to provide to each full-time employee, who has completed three (3) years of service from date of hire, with **two (2)** Personal Leave days **per calendar year**.

At the conclusion of each calendar year and on the first pay period of the following year, if this Personal Leave day is still remaining it shall be paid out to the employee.

13.14 Citizenship Leave

An employee shall be allowed the necessary time off without pay to process the employee's Canadian Citizenship Application and to attend the Citizenship Ceremony. The employee may request access to Vacation Leave and/or Personal leave for this time. Requests for such leave shall not be unreasonably denied.

ARTICLE 14 SICK LEAVE

14.01 Definition

Sick Leave is defined as the period of time that an employee is absent from work, with pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under Workers' Compensation, 1979 or the Automobile Insurance Act.

14.02 The Employer agrees to provide each full-time employee nine (9) paid sick days per year accumulated at the rate of point seven five (.75) days per month.

The sick leave entitlement shall be advanced to each employee effective January 1st of each year. If an employee terminates their employment prior to December 31st and has not worked sufficient time to have earned the full allotment of sick leave, they may be required to reimburse the Employer for the sick leave used in excess of the earned entitlement.

Unused sick leave credits will be carried over to the following year to a maximum of twenty-five (25) days.
The sick leave entitlement shall be pro-rated for all other than full-time employees.

All employees shall be eligible for sick leave benefits upon completion of the initial probationary period in accordance with Article 9.06 (Probationary Period for New Employees).

14.03 Verification of Illness

Medical verification may be required from the employee requesting sick leave. Where such is required, the employee shall be notified during the illness that such verification is required upon the employee's return to work.

ARTICLE 15 VACATION

15.01 Vacation credits shall be earned on the following basis:

- a) During the first (1st) and subsequent years, including the fifth (5th) 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) working days per year.

- b) During the sixth (6th) 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) working days per year.
- c) During the fifteenth (15th) and subsequent years, at the rate of two and one twelfth (2 $\frac{1}{12}$) days per month worked to a maximum of twenty-five (25) working days per year.

Employees shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed to between the employee and the Employer. **Each week of vacation is equal to the employees standard bi-weekly hours divided by two (2).**

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.

A vacation year shall be from January 1 to the last pay-out date of the last Pay period of the calendar year.

15.02 Statutory Holiday During Vacation

When a recognized Statutory Holiday falls during an employee's scheduled vacation period, it shall be recognized as a Statutory Holiday and the employee shall be paid in accordance with Article 12 (Statutory Holidays). The day on which the Statutory Holiday occurs shall not be deducted from the employee's eligible vacation period.

15.03 Vacation Requests

- a) Request for summer holidays need to be submitted to Management by **February 28th** of each year and will be approved on the basis of seniority, in writing by **March 31st** of each year. After **February 28th**, vacation requests **must be submitted in writing for approval and** will be awarded on the basis of first come, first served.
- b) Request for winter holidays need to be submitted to Management by **August 31st** of each year and will be approved on the basis of seniority, in writing by **September 30th** of each year. After **August**

31st, vacation requests **must be submitted in writing for approval and** will be awarded on the basis of first come, first served.

- c) Within seven (7) days of the deadline for submission of vacation requests in either (a) or (b) above, the Employer shall provide a written response to any employee whose request for vacation is to be denied. The response shall specify reasons for the denial.
- d) **No later than June 30th, the Employer will notify all Employees of their unscheduled vacation balance. Where Employees have not scheduled their vacation by August 31st, the Employee shall meet with the Employer for the purpose of scheduling their remaining vacation.**

15.04 Vacation Carryover

The Vacation Entitlement contained herein will be taken by all employees annually. However, employees may make application to the Employer for carryover of the entitlement to the following year. Except in extenuating circumstances, the maximum carryover of vacation shall not exceed five (5) days.

15.05 Casual Employees

Casual employees will receive vacation pay on each pay cheque as a percentage of hours worked in each biweekly pay period.

15.06 Displaced Vacation

Effective two (2) pay periods following ratification, where in respect of any period of vacation leave, an employee is granted:

- a) **Bereavement Leave; or**
- b) **Sick Leave which requires hospitalization.**

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.

Where the Employee requests the displaced vacation to be charged against Sick Leave credits to the extent available, the employee may be required to provide medical verification of the

illness. Such request for medical verification shall be made during the period of the illness.

ARTICLE 16 HEALTH AND SAFETY

16.01 The Union and the Employer shall co-operate in perfecting any safety measures now in effect and further agree that the provisions for Health and Safety, as provided for under Part III of *the Saskatchewan Employment Act*, shall be carried out.

16.02 Occupational Health and Safety Committee

An Occupational Health and Safety Committee, as provided by Part 3 (Occupational Health and Safety) of *The Saskatchewan Employment Act and Regulations* made there under, shall be implemented. The Occupational Health **and Safety** Committee shall hold **quarterly** meetings or as requested by the Union or the Employer to deal with all unsafe conditions. The Union shall select or elect the SEIU-West members of the local committee.

ARTICLE 17 EMPLOYEE BENEFITS

17.01 The Employer shall maintain any existing benefits and/or extended benefits plan(s).

The Employer shall be responsible for paying the premiums of each employee at the **appropriate** single rate.

Upon ratification, Semi-Private coverage will be deleted from coverage under the Plan. The Plan will implement mandatory generic substitution of pharmaceuticals and drugs.

17.02 Contributions During Leave of Absence

- a) The Employer will continue to pay their share of the cost for the benefits plan when the employee is on any approved leave of absence with pay and for the first thirty (30) consecutive calendar days of any approved leave of absence without pay.
- b) If the employee chooses to retain benefits while on approved leave of absence without pay for a period of more than thirty (30) consecutive

calendar days, the employee will be responsible for the Employer's share of the cost of the benefit plan(s) after the first thirty (30) consecutive calendar days.

- c) The employee may continue these benefits, at his/her own expense, for up to twelve (12) months by providing advanced payment in a method prescribed by the employer covering the employer and employee premiums for each month of absence. If the employee fails to make the required payment in a timely manner, benefits will be terminated.**

ARTICLE 18 TRAINING AND EDUCATION

- 18.01** When the Employer requires an employee to attend a workshop, conference or educational program, such attendance shall be with pay, exclusive of overtime and premium pay, and all registration or tuition fees and expenses related to the program shall be paid for by the Employer.

ARTICLE 19 TECHNOLOGICAL CHANGE

- 19.01** The Employer shall comply with Part IV, Division 10 of *The Saskatchewan Employment Act*.

ARTICLE 20 GRIEVANCE PROCEDURE

20.01 Definition of Grievance

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

A "Bargaining Unit Representative" shall be defined as a Steward, Officer or Grievance Committee Member from the Bargaining Unit.

A "Local Union Representative" shall mean a representative of SEIU - West.

20.02 Stewards and Union Grievance Committee

To provide an orderly process for settling grievances, the Union shall select Stewards or representatives and/or a Grievance Committee.

20.03 Handling Grievances During Working Hours

A Bargaining Unit Representative has the right to secure permission from the immediate Supervisor to leave assigned duties for a reasonable period in order to discuss any grievance with the appropriate representatives of the Employer. Such Bargaining Unit Representative shall not suffer any loss of pay or other benefit for the time absent from assigned duties.

20.04 Pre-Grievance Resolution Discussions

The parties agree to promote the timely resolve of workplace issues and, where dialogue between the Shop Steward and the immediate out-of-scope Supervisor or designate results in effective resolutions, to avoid filing of a grievance. It is understood that such resolutions are agreed to on a without prejudice basis.

20.05 First (1st) Step – Executive Director

Grievances should proceed as quickly as possible. Accordingly, employees, through the Union, or the Union itself, may refer any such grievance, in writing, to the Executive Director within twenty-one (21) calendar days of occurrence of the cause for complaint. The Executive Director or designate shall within a reasonable time discuss the grievance with a Local Union representative. The Local Union Representative may be accompanied by the aggrieved and by a Bargaining Unit Representative. The Executive Director shall give a written decision within seven (7) calendar days of such discussion.

20.06 Second (2nd) Step - Grievance to Regional Director of Operations

The Union may refer the matter to the Regional Director of Operations or designate, in writing, within ten (10) days of having received the decision of Executive Director. The Regional Director of Operations or designate shall within a reasonable time discuss the grievance with a Local Union representative. The Regional Director of Operations shall render a written decision within seven (7) days of such discussion.

20.07 Optional Third (3rd) Step

If the Grievance is not resolved to the satisfaction of the employee at Step 3, the Union can apply, at its sole option and only with the consent of the Griever, in writing for a Privileged and Without Prejudice meeting with the other party within seven (7) days of receipt of the written decision by the Regional Director of Operations. The meeting will take place no more than seven (7) days after receipt of such application from the Union. There will be an equal number of Union and Management representatives in attendance, unless otherwise agreed between the Union and the Employer. This meeting is intended to settle the Grievance without the help of a mediator or arbitrator. The Management supervisor and the Griever referred to in Step 3 shall not be present at this meeting. If the Grievance is not settled to the satisfaction of the Griever, the Union may within seven (7) days of the meeting proceed to arbitration.

20.08 Referral to Arbitration

Failing satisfactory settlement of the grievance in Step **Two**, the matter may be referred to arbitration by either party within twenty-one (21) days, provided that if it is not so referred, the grievance shall be deemed to have been settled.

20.09 Procedure When Time Limits Expire

Failure on the part of the Executive Director or the **Regional** Director of Operations to reply within the prescribed time limits shall give the Union the right to proceed to the next step.

20.10 Extension of Time Limits

The time limits set out above are considered to be mandatory and may only be extended by the consent of both parties.

20.11 Investigation

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

20.12 Provision of Payroll Information

The Employer agrees to provide all relevant payroll information concerning any monetary grievance to the Officers of the Union upon request.

20.13 Full Disclosure

The parties agree to the full disclosure of all information and documentation relevant to the grievance at all stages of the grievance procedure.

20.14 Initiation of Special Meetings

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

ARTICLE 21 ARBITRATION

21.01 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 twenty-one (21) calendar days of notification by one 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 twenty-one (21) calendar day period referred to above may be extended by mutual agreement with the Employer and the Union.

- a) Where a violation of the Agreement mentioned in Article 21 (Grievance Procedure) is alleged; or a difference between the parties to this Agreement respecting the meaning or application of the Agreement, including a difference as to whether or not a matter upon which arbitration has been sought comes within the scope of the Agreement, arises, a party to the Agreement, after exhausting any grievance procedure established by this Agreement, may notify the other party in writing of their intent to submit the alleged violation or difference to arbitration.

- b) The notice mentioned in a) above shall contain the name of the person appointed to the Arbitration Board by the party giving the notice.
- c) Within seven (7) calendar days of receiving the notice the party to whom notice is given shall name the person whom it appoints to the Arbitration Board and furnish the name of its appointee to the party who gave the notice.
- d) A person who has a pecuniary interest in a matter before the Arbitration Board, or is acting or has, within a period of one year prior to the date on which notice of intention to, submit the matter to arbitration is given, acted as solicitor, counsel or agent of any of the parties to the arbitration, is not eligible for appointment as a member of the Arbitration Board and shall not act as a member of the Arbitration Board.
- e) The two appointees named by the parties to this Agreement shall, within ten (10) calendar days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof.
- f) In the case where:
 - i) The party receiving the notice fails to appoint a member of the Arbitration Board; or
 - ii) The two appointees of the parties fail to agree on the appointment of a third member of the Arbitration Board within the time specified, the Chairperson of the Labour Relations Board shall, upon the request of either party to this Agreement:
 - iii) In the case mentioned in i) above, appoint a member on behalf of the party failing to make an appointment;
 - iv) In the case mentioned in ii) above, or when the members appointed under clause v) below, fail to agree on the appointment of a third member, appoint the third member and the member so appointed shall be the Chairperson of the Arbitration Board, or

- v) Appoint both the member mentioned in i) above and the third member mentioned in ii) above.
- g) The Arbitration Board shall hear evidence adduced relating to the alleged violation or difference; and argument thereon by the parties or by counsel on behalf of either or both of them; and shall make a decision on the matter or matters in dispute and the decision is binding on the parties and upon any person on whose behalf the agreement was made.
- h) An Arbitrator, or Arbitration Board, or a Board of Conciliation established under *The Saskatchewan Employment 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.

21.02 Certain Rules and Procedures Applying

The rules and procedures set forth in Article 22.01 (Board of Arbitration) shall apply to any arbitration proceedings under this Agreement as though the Arbitrator were an Arbitration Board.

21.03 Decision

The decision of the Arbitrator or Arbitration Board, as the case may be, shall be final and binding on the parties, and there shall be no lockout by the Employer and no stoppage of work by the Union because of the grievance being arbitrated.

21.04 Costs of Arbitration Board

Each party to the dispute shall bear the expense of the respective nominees to the Arbitration Board, if applicable, and the two (2) parties shall bear equally the expense of the Chairperson.

21.05 Power of the Arbitrator or Arbitration Board

The Arbitrator, or Arbitration Board, shall not have the authority to add to or subtract from, alter, modify, or amend any of the provisions of this Agreement.

ARTICLE 22 REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

The Employer shall establish an RRSP effective January 1, 2019 for all full-time and part-time employees who have successfully completed six (6) months of employment. Participation in the Plan is voluntary, however, once an employee opts into the plan he/she must remain in for the duration of his/her employment.

Commencing the first full pay period following January 1, 2019, contributions shall be as follows:

Employee basic contribution – one percent (1.0%) of earnings

Employer matching contribution – one percent (1.0%) of earnings

Commencing the first full pay period following January 1, 2023, contributions shall be as follows:

Employee basic contribution –two percent (2%) of earnings

Employer matching contribution – two percent (2.0%) of earnings

The employee may make additional personal contributions to the Retirement Plan beyond **two percent (2.0%)**. Additional contributions made by the employee will not be matched by the Employer.

No withdrawal or termination of the RRSP will be allowed while employee is in the employ of the Employer.

Employees make contributions through payroll deductions.

The total of the employee basic RRSP contribution plus the employer matching contribution will be capped at the maximum annual contribution limit established by the Canada Revenue Agency. If an employee makes additional voluntary RRSP contributions, the employee is responsible for ensuring that he/she has RRSP room available.

SCHEDULE "A"**SALARY SCHEDULE****The Bentley at Saskatoon**

CLASSIFICATION	STEP	Expired	Jan 1/21	Jan 1/22	Jan 1/23
COOK	Start	\$14.96	\$15.26	\$15.56	\$15.80
	520 Hrs	\$15.42	\$15.73	\$16.04	\$16.28
	2080 Hrs	\$16.88	\$17.22	\$17.56	\$17.83
	3120 Hrs	\$17.64	\$17.99	\$18.35	\$18.63
	4160 Hrs	\$18.41	\$18.78	\$19.15	\$19.44
DIETARY AIDE HOUSEKEEPING AIDE	Start	\$13.30	\$13.57	\$13.84	\$14.04
	520 Hrs	\$13.70	\$13.97	\$14.25	\$14.47
	2080 Hrs	\$14.79	\$15.09	\$15.39	\$15.62
	3120 Hrs	\$15.21	\$15.51	\$15.82	\$16.06
	4160 Hrs	\$16.03	\$16.35	\$16.68	\$16.93
DUTY MANAGER	Start	\$15.43	\$15.74	\$16.05	\$16.29
	520 Hrs	\$15.81	\$16.13	\$16.45	\$16.70
	2080 Hrs	\$16.56	\$16.89	\$17.23	\$17.49
	3120 Hrs	\$17.31	\$17.66	\$18.01	\$18.28
	4160 Hrs	\$17.82	\$18.18	\$18.54	\$18.82
ACTIVITY AIDE	Start	\$14.57	\$14.86	\$15.16	\$15.39
	520 Hrs	\$14.93	\$15.23	\$15.53	\$15.77
	2080 Hrs	\$16.03	\$16.35	\$16.68	\$16.93
	3120 Hrs	\$16.74	\$17.07	\$17.42	\$17.68
	4160 Hrs	\$17.48	\$17.83	\$18.19	\$18.46
BUS DRIVER MAINTENANCE	Start	\$14.16	\$14.44	\$14.73	\$14.95
	520 Hrs	\$14.35	\$14.64	\$14.93	\$15.15
	2080 Hrs	\$14.90	\$15.20	\$15.50	\$15.73
	3120 Hrs	\$16.08	\$16.40	\$16.73	\$16.98
	4160 Hrs	\$17.28	\$17.63	\$17.98	\$18.25
Additional \$1/hr premium shall be applied to any grid for any person with Journeyperson or Bachelor Degree status in the appropriate job classification (e.g. Cooks or Activity)					
All wage progressions occur on the first day of the corresponding pay period					

SCHEDULE "B"**PRO-FORMA WORK AVAILABILITY FORM**

Name: _____ Home Department: _____

Home Phone: _____ Classifications: _____

Cell Phone: _____

I am available for additional work based on the following:

_____ Days _____ Statutory Holidays _____ Same Day Call-in

_____ Evenings _____ Weekends _____ Nights

_____ 12 hour shifts _____ 8 hour shifts _____ less than 8 hour shifts

_____ Number of Shifts in a row

Hours of Notice Required

_____ Less than 30 Minutes _____ 30 to 60 Minutes

_____ More than 1 Hour _____ Number of Hours

I am NOT available for additional work according to the following details:

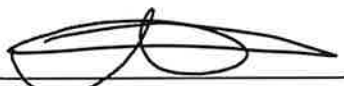
Employee's Signature_____
DateCopy to: Personnel File
 Immediate Supervisor

CBA SIGNING PAGE

In witness whereof the parties hereto have caused these presents to be executed
this day 8th of AUGUST, 2022.

Signed on behalf of:
HCN – Revera Lessee
(Bentley Saskatoon) LP


~~Donise Buckert~~ Amy Belanger
Executive Director


Amy Rezek
Regional Director
of Labour Relations

Signed on behalf of:
Service Employees
International Union – West


Meisha Virtue
Unit Chairperson


~~Sinda Cathcart~~ Kelly Reynolds
Union Representative


Larry Buchinski
Negotiations Officer

Appendices – Letters of Understanding

LETTER OF UNDERSTANDING

between

HCN – REVERA LESSEE (BENTLEY SASKATOON) LP

and

SEIU-WEST

Re: Article 12.03

Notwithstanding the provision of Article 12.03 (Christmas and New Year's Day Off), the following shall reflect the manner in which the Employer shall schedule employee's during the Christmas Season.

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

Employees shall submit their request for either Christmas Day or New Year's Day off by October 31 of each year. The Employer shall schedule employees to work as required giving consideration to the employee's requests. Senior employees shall be given the first opportunity for the Statutory Holiday of their choice.

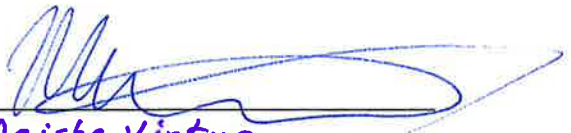
An employee granted Christmas Day off in one year shall not be granted Christmas Day off in the following year unless there is a scheduling possibility based upon other employee requests. This provision shall apply equally to employees who have requested New Year's Day off.

All of which has been agreed to this 8th day of AUGUST, 2022.

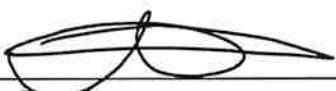
Signed on behalf of
HCN – Revera Lessee
(Bentley Saskatoon) LP


~~Denise Buckert~~ Amy Belanger
Executive Director

Signed on behalf of
Service Employees International
Union – West


Meisha Virtue
Unit Chairperson


~~Sinda Cathcart~~ Kelly Reynolds
Union Representative


Amy Rezek
Regional Director of Labour Relations


Larry Buchinski
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)

January							February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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Calendar for Year 2021 (Canada)

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Calendar for Year 2022 (Canada)

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Calendar for Year 2023 (Canada)

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

Calendar for Year 2024 (Canada)

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

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



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