

COLLECTIVE AGREEMENT

BETWEEN

CUPE LOCAL 3996

- And -

BOW VALLEY VILLA CORP.



January 1st, 2024, to December 31st, 2026

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THIS AGREEMENT MADE IN TRIPPLICATE THIS 5 DAY OF June,
A.D. 2024

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 3996
(hereinafter referred to as "The Union")

PARTY OF THE FIRST PART

AND:

BOW VALLEY VILLA, CORP.
(hereinafter referred to as "The Villa")

PARTY OF THE SECOND PART

PREAMBLE

The purpose of this agreement is to establish and maintain mutually satisfactory relations between the villa and its employees covered by this agreement, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

ARTICLE 1 - TERM OF AGREEMENT

1.01 Duration:

This agreement shall be effective from January 1st, 2024, and shall continue in force until and including December 31st, 2026, and from year to year thereafter unless written notice is given as provided for in Article 1.02 of this article.

1.02 Written Notice:

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 of this agreement, to negotiate a revision of this agreement.

1.03 Exchange of Bargaining Proposals:

Unless otherwise agreed, the parties shall meet to open negotiations within ninety (90) days of the notice given pursuant to Article 1.02. Bargaining proposals of both parties shall be exchanged at this meeting.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 Bargaining Unit:

The villa recognizes the union as the bargaining agent for all employees within the bargaining unit as certified by the Labour Relations Board of Saskatchewan.

2.02 Management Functions:

The union acknowledges that it is the right of the villa to manage the personal care home according to the *Personal Care Home Act and Regulations*. It is also the right of the villa to employ, assign, direct and to maintain the discipline and efficiency of its employees. Management functions are limited only by the terms of this agreement.

2.03 Work of the Bargaining Unit:

Employees covered by this agreement shall not suffer any loss of benefit provided by this agreement due to the villa hiring casual labour or contracting work in areas pertaining to or related with the bargaining unit.

Except for the purposes of instruction or in emergencies, employees who are not in the bargaining unit shall not regularly work on any jobs which are included in the bargaining unit.

2.04 Definition:

- a) A permanent employee, either full-time or part-time, is an employee who has completed the probationary period set out in Article 9.
- b) A temporary employee, either full-time or part-time, is an employee whose term of employment is three (3) or more months but no more than one (1) year. The period of temporary work may be extended by mutual agreement between the villa and the union. When temporary positions become available they shall be posted and filled according to Article 13. Employees in the bargaining unit may apply for temporary positions. When the temporary work becomes redundant, the employee shall be returned to their former position.
- c) A casual employee is an employee who works on a call-in basis and is not regularly scheduled in advance. A casual employee may be scheduled in advance under the following circumstances:
 - i) replacement for illness or WCB for a period of less than three (3) months;
 - ii) vacation replacement;
 - iii) public holiday replacement;
 - iv) replacement for leave of absence of less than three (3) months;
 - v) other available work which is less than three (3) months in duration; and
 - vi) other situations which are mutually agreed to by the parties of this agreement.

A casual employee shall accumulate seniority and shall receive compensation and all other benefits provided under this agreement on a pro-rata basis.

- d) A full-time employee is an employee who is regularly scheduled to work the full prescribed hours as stated in Article 14.02.
- e) A part-time employee is an employee who is regularly scheduled to work less than the full prescribed hours as stated in Article 14.02. A part-time employee shall accumulate seniority and shall receive compensation and all other benefits provided under this agreement on a pro-rata basis.

2.05 No Other Agreements:

No employee(s) shall be required or permitted to make a written or verbal agreement with the villa or its representatives which may conflict with the terms of this agreement.

2.06 Right of Representation:

The parties to this agreement shall have the right to use the assistance of their choice with respect to negotiating its terms and conditions, or to any discussions of matters pursuant to those terms and conditions.

ARTICLE 3 - WORK INTERRUPTIONS PROHIBITED

- 3.01** The parties agree that during the term of this agreement there shall be no strike, slow down, stoppage of work, work to rule or strike on the part of the union or its members, or a lock-out on the part of the villa.

ARTICLE 4 - UNION SECURITY

- 4.01** Every employee who is now or hereafter becomes a member of the union shall maintain membership in the Union as a condition of their employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in their employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of their employment, provided that any employee in the appropriate bargaining unit who is not required to maintain their membership or apply for and maintain their membership in the union shall, as a condition of their 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** The villa shall deduct initiation fees, assessments and monthly dues from the earnings of each employee in accordance with the procedure designated by the union. Such deductions shall be assessed from date of employment and remitted to the person designated by the union on or before the 15th day of the month following the month in which the deductions are made, accompanied by a list in duplicate of names and amounts deducted. The union shall notify the

villa, in writing, of the amount of dues to be deducted from the employees' wages not less than two weeks before the effective date.

5.02 Dues Authorization:

The union shall furnish the villa with dues authorization cards. The villa agrees to provide all new employees with the dues authorization cards and indicate that they are to be signed within thirty (30) days of commencement of employment.

5.03 Dues Receipts:

The villa agrees to record all union dues remitted to the union by the villa on the employee's behalf in the previous year on the employee's income tax (T-4) slips.

ARTICLE 6 - STAFFING STATEMENTS

6.01 Where changes in staffing have occurred in a month, the villa shall provide a statement showing the names of employees appointed, promoted and separated and the effective dates thereof, which shall be sent to the secretary-treasurer of the union on or before the end of the next month. In the case of each new employee, the list shall also show the employee's job classification.

ARTICLE 7 - COMMUNICATION AND CORRESPONDENCE

7.01 Organization Chart:

The villa agrees to place on the bulletin board(s) an organizational chart showing the administrative structure and the line of authority in the villa accompanied by an up-to-date list of persons in authority, up to and including the manager. Changes shall be communicated as soon as possible.

7.02 Union Officers:

The union shall supply the villa with an up-to-date list of representatives, officers, stewards and members of the grievance committee. Changes shall be communicated to the villa as soon as possible.

7.03 New Employees:

- a) The villa agrees to acquaint new employees with the fact that the collective agreement is in effect, and with the conditions of employment set out in the articles dealing with union security and dues check-off.
- b) When employees begin their employment, the manager shall introduce them to their union steward or representative who shall provide employees with a copy of the collective agreement and be allowed an opportunity to meet with the new employee within regular working hours, without loss of pay for a maximum of twenty (20) minutes for the purpose of acquainting the new

employee with the benefits and duties of union membership. For such arrangements prior notification shall be given to the manager and the time will be arranged to limit the disruption of the normal functioning of the villa.

7.04 Exchange of Correspondence:

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the manager of the villa and the secretary of the union.

7.05 No Discriminatory Practises:

The villa and the union agree **to adhere to** the Saskatchewan Human Rights Code. **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, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, gender identity, family status, disability, place of residence, sexual orientation, nor by reason of their membership or activity in the union.**

7.06 Union Management Joint Committee:

The union executive committee and the villa management committee shall meet every other month on the second Wednesday of the month to discuss issues of concern in a timely fashion.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Definition:

A grievance shall be defined as any difference or dispute between the villa and any employee(s), or the union pertaining to any matter involving the interpretation or alleged violation of any provisions of this agreement.

8.02 Settlement of Grievances:

Grievances shall be settled in accordance with the provisions of this article, and without any disruption or stoppage of work.

8.03 Handling Grievances During Working Hours:

A steward, officer or grievance committee member of the union has the right to seek permission from the manager to leave assigned duties for a reasonable period of time to discuss any grievance with the appropriate representatives of the villa. Permission shall not be unreasonably withheld. Such steward, officer or grievance committee member shall not suffer any loss of pay or other benefit for the time so spent.

8.04 Procedure:

The agreed procedure for the resolution of all grievances shall be as follows:

- a) the employee concerned through the union or the union shall present, in writing, the particulars of the grievance, the relevant articles of this Agreement, and the remedy required to the manager or their designate within fourteen (14) calendar days of the incident giving rise to the grievance.
- b) the employee concerned, a union representative, and the manager or their designate shall meet to consider the grievance and the manager shall inform the union of their decisions within fourteen (14) calendar days following the receipt of the grievance by the manager or their designate.
- c) Failing agreement under b) the union may, within fourteen (14) calendar days of receipt of the decision under b), make written application to the Board of Directors. Such a hearing shall occur at the next regular meeting of the Board of Directors following receipt of the application. The Board of Directors shall send its decision, in writing, to the union within fourteen (14) calendar days following the hearing.
- d) Grievances which cannot be resolved through b) and c) may be referred by the union to a Board of Arbitration within fourteen (14) calendar days following receipt of the Board of Directors' decision as set out in c).
- e) Failure on the part of the villa to reply within the prescribed time limits shall give the union the right to proceed to the next step. If the union does not take the grievance to the next step within the prescribed time limits, the grievance shall be deemed to have been settled.
- f) Any expressed time limits within Article 8.04 may be extended by mutual agreement between the parties.

8.05 Board of Arbitration:

Where a grievance is referred to arbitration, the parties shall firstly attempt to agree to a single arbitrator. In the event that the parties are unable to agree to a single arbitrator, a Board of Arbitration shall be established as follows:

The Board of Arbitration shall consist of one member appointed by the union, one member appointed by the villa, and a chairperson jointly named by the two members so appointed. Where the appointees of the parties fail to agree, within fifteen (15) working days of their appointment on the appointment of a chairperson, either party may request the chairperson of the Labour Relations Board to make the third member appointment.

The Board of Arbitration shall render a final and binding decision enforceable on both parties. The decision of the Board of Arbitration shall be that:

- of the majority of its members; or
- where there is no majority decision, the decision of the chairperson shall be the decision of the arbitration board.

The Board of Arbitration shall:

- not have the power to change this agreement, or to alter, modify or amend any of its provisions.

ARTICLE 9 - PROBATION

9.01 Probation Period:

Newly hired employees shall serve a probation period of three (3) calendar months starting from the date the employee commences the position.

During the probation period, employees shall be entitled to all rights and benefits of this agreement, except with respect to discharge only for reasons of general unsuitability. The union shall be notified of all such dismissals. While on probation the employee shall not accumulate seniority. However, upon completion of the probation period, seniority shall be credited to the employee for the entire probation period.

ARTICLE 10 – LAYOFF & RECALL

10.01 Notice of Lay-Off:

Except for just cause other than shortage of work, the villa shall not lay off an employee who has been in its service for at least three continuous months without giving that employee at least:

- a) one week's written notice, if their period of employment is less than one year;
- b) two weeks' written notice, if their period of employment is one year or more but less than three years;
- c) four week's written notice, if their period of employment is three years or more but less than five years;
- d) six weeks' written notice, if their period of employment is five years or more but less than 10 years;
- e) eight weeks' written notice, if their period of employment is 10 years or more.

The villa may choose to make payment in lieu of all or some of the above notice periods.

If the employee laid off has not had the opportunity to work their scheduled shifts during the notice period, the employee shall be paid in lieu of those scheduled shifts not worked. If regular duties are unavailable the villa may

assign duties other than those normally connected with the classification in question.

10.02 Role of Seniority in Lay-Offs:

A lay-off shall be defined as a reduction in the workforce.

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

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

When the villa reduces staff in a job classification, employees with the greatest seniority in that job classification shall be retained, providing they possess the required qualifications and ability to do the work.

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

10.03 Displacement of Employees:

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

- a) The employee shall choose a position from within the bargaining unit for which she wishes to exercise their seniority.
- b) The employee shall choose to exercise their seniority into either a full-time or part-time position within the bargaining unit provided she has the required qualifications, skills and ability to perform the work.
- c) The employee shall be allowed a trial period of up to two (2) months from the date of commencing their new position. In the event that the employee is unsatisfactory in the position or wishes to relinquish their position during the trial period, the employee shall have access to the recall list, but shall not be given another opportunity to displace another employee.

10.04 Recall Procedure:

Employees laid off in accordance with Article 10.01 shall be returned to work in positions within their respective job classifications for which they are qualified in order of seniority. No new employees shall be hired until those laid off have been given the opportunity of recall. This recall shall not preclude the application of Article 13.01, 13.02, 13.03, 13.04, 13.05, 13.07, 13.08, 13.09 and 13.10.

10.05 Continuation of Benefits:

During a lay-off, employee(s) shall maintain, but not accrue, all previously earned benefits, and shall also maintain, but not accrue, all service credits.

ARTICLE 11 - EMPLOYEE NOTICE, DISCIPLINE AND ADVERSE REPORT

11.01 Employee Notice:

An employee may terminate their employment upon giving the villa two (2) weeks' written notice.

11.02 Termination of Employment With Cause:

In the event that an employee is dismissed for cause, said dismissal shall be effected without notice. The dismissed employee and the union shall be advised of the reason(s) for the dismissal.

11.03 Discipline Meetings:

The employer shall not discipline without just cause. Both parties agree the principles of progressive discipline shall be followed.

When the villa is affecting a disciplinary action with respect to an employee, no action shall be taken other than in the presence of union representative unless the employee has waived their right to union representation. The employee will be advised in writing, with a copy to the union, of any disciplinary measures taken as a result of a disciplinary meeting.

The villa shall notify the employee in advance of the purpose of the meeting. The villa reserves the right to set the date and time of such meetings provided that a minimum of twenty-four (24) hours notice is given. The villa has the right to have a member of the board in attendance as well.

11.04 Adverse Report:

Employees shall be made aware of any adverse reports which are placed in their file. A copy of any document or other information placed on an employee's file which might at any time be used as the basis for disciplinary action, shall be supplied at the same time to the employee and the union.

Responses to any document shall, upon the request of the employee, be added to the employee's file. Prior to being placed in the employee's file, all documents must be signed and dated by the employee. Such signature shall not mean agreement to the document.

Any applicable time limits begin from the date of notification of such report to the employee.

ARTICLE 12 - SENIORITY

The parties agree that seniority will include service prior to certification and that all service will be calculated in hours.

12.01 Determination of Seniority:

Subject to Articles 12.02 and 12.03, seniority shall be calculated in accordance with actual hours worked on a job classification basis for the purposes of Article 10 and a bargaining unit-wide basis for the purpose of Article 13.04, excluding overtime, from the date the employee last entered the service of the villa.

An employee shall also earn seniority for:

- a) annual vacations;
- b) public holidays;
- c) all paid leaves;
- d) leave granted under Article 18.01 and 18.02 – Union Leave;
- e) maternity leave;
- f) parental leave;
- g) adoption leave;
- h) time off while receiving benefits under the *Workers' Compensation Act* for a maximum of two years.

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

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

12.02 Loss of Seniority:

Seniority of an employee shall be lost in the event the employee:

- a) is discharged for cause and is not reinstated.
- b) retires from the employ of the villa.
- c) is absent from work in excess of five (5) working days without providing reasons satisfactory to the villa.
- d) resigns in writing.
- e) is a casual employee and is not called and/or does not work for a period of five (5) months from the employee's last shift exclusive of approved leave(s) of absence. No employee will lose their seniority because of their inability to work due to "cohorting" at the direction of the Government of Saskatchewan or the Saskatchewan Health Authority.
- f) is laid off for a continuous period of twelve (12) months.
- g) following a lay off, fails to return to work within fourteen (14) calendar days after being notified by registered mail to do so unless the employee provides reasons of absence which are satisfactory to the villa. This time shall be

counted from the date of posting the registered letter. (It shall be the responsibility of the employee to keep the villa informed of their current address).

12.03 Seniority Record:

The villa shall maintain a seniority record which shows each employee's job classification and continuous service in that job classification and each employee's bargaining unit-wide seniority. In February of each year, the villa shall post an up-to-date seniority list in a place or places accessible to the employees, and shall forward a copy to the union.

The seniority list shall be open for correction for thirty (30) days from the date of posting. Any correction shall be made upon the employee providing proof of error to the manager.

In the event the seniority list is corrected, the villa shall post the revised seniority list in a place or places accessible to employees and shall forward a copy to the union within thirty (30) days of any correction.

ARTICLE 13 - VACANCIES AND NEW POSITIONS

13.01 Job Posting:

Within one week of the employer having knowledge of a vacancy or within one week of a new position being created, the villa shall post notice of same in a place or places accessible to employees for a minimum of seven (7) calendar days in order to allow them the opportunity to make application. A copy of the posting shall be forwarded to the union. At the same time that vacant positions are advertised internally, they may also be advertised publicly. It is understood that bargaining unit employees shall be considered in accordance with the terms of this agreement.

The posting shall contain information regarding the nature of the position, the required qualifications, skills and ability, a summary of duties, the rate of pay, the date of the posting and the closing date for applications.

13.02 Application for Vacancies:

An employee shall be entitled to apply for advertised vacant positions by means of written application, which shall either be submitted to the villa by registered mail, or be hand delivered to the manager. An application need not be considered if received later than the closing date prescribed.

13.03 Temporary Postings:

Temporary vacancies of sixty (60) days or longer shall be posted and filled until the incumbent returns to the position and subject to the posting provision identified in Article 13.01 (Job Postings).

13.05 Standing Applications:

- a) Employees may indicate, in writing, any position they wish to be considered for should a vacancy arise. Should any of these positions become vacant, the employee's name will automatically be entered with the names of other applicants from within the bargaining unit.
- b) The position will be filled in accordance with Article 13.04 – Filling of Vacancies, Promotions and Transfers.
- c) The request shall be given consideration when a vacancy occurs and shall remain in effect for a period of six (6) months.
- d) At the expiration of the six (6) months, the employee may submit a new standing application.

13.05 Filling of Vacancies, Promotions and Transfers:

- 1) No new employee will be hired until those employees who have been laid off in the advertised job classification, if any, have been provided with an opportunity to fill a vacancy.
- 2) Both parties support:
 - a) the principles of promotion within the service of the villa;
 - b) that job opportunity should increase in proportion to length of service.

Therefore, in filling a vacancy, making a transfer or promotion, appointment of the applicant shall be of the applicant with the greatest bargaining unit-wide seniority who possesses the required qualifications, skills and ability to do the work.

Appointments from the bargaining unit shall be made within two (2) weeks of the closing date of the posting and the name of the successful applicant shall be posted on the notice board.

The selected candidate shall indicate their intentions to accept in writing to the villa within two (2) working days of receiving the notification from the villa.

13.06 Trial Period on Promotions or Transfers:

The successful applicant shall be allowed a trial period of up to three (3) months from the date of their appointment. The employee shall be confirmed in the new position after the trial period. In the event the successful applicant is unsatisfactory in the position during the trial period, the employee shall be returned to the employee's former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to that employee's former position, wage or salary rate and without loss of seniority. In extenuating circumstances, the trial period may be extended for a maximum of one (1) month by mutual agreement between the villa and the union.

13.07 Creation of New Positions and Classifications:

New classifications, titles and rates of pay applicable thereto, for any new classification or new positions or reclassification of any existing positions within the scope of this agreement that may hereafter be established, shall be subject to negotiations between the union and villa and the provisions of this article as heretofore set forth with respect to the posting and filling of vacancies shall apply.

13.08 Performing Duties of a Lower Paid Classification:

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

13.09 Pay Upon Promotion:

Where an employee is promoted to a permanent position they shall be placed at the rate of pay of that new position which is next higher than the current hourly rate of their previous hourly rate except that, the only circumstances in which they will earn less than their previous hourly rate is where the maximum rate of the new position is less than their previous hourly rate. Any service time which the employee has accumulated since their last increment in their previous position shall be credited to their service time in the new position.

13.10 Pay Upon Demotion:

When an employee successfully applies for a position with a lower rate of pay, their pay shall be reduced to the rate of pay in the new classification which is next lower than the employee's present rate of pay. Any service time which the employee has accumulated since their last increment in their previous position shall be credited to their service time in the new position.

13.11 Transfer from Full Time or Part Time to Casual:

Upon mutual agreement between the villa and the union, employees wishing to transfer from full time or part time employment to casual employment shall be allowed to do so without severing their employment with the villa. Employees shall retain and accrue seniority rights and accumulated benefits.

All casual employees must work two (2) available shifts per month. Should this not occur, they will lose all rights in the collective agreement and will no longer be deemed an employee of Bow Valley Corporation, unless they are able to provide a valid written reason acceptable by the employer.

13.12 Lateral Transfers:

An employee transferring to a position of equal pay shall retain the same rate of pay held in the former position.

ARTICLE 14 - JOB CLASSIFICATION AND RATES OF PAY

14.01 Job Classifications and Rates of Pay:

There shall be four steps of pay for all classifications: starting wage, one thousand four hundred and sixty-four (1464) hours, two thousand nine hundred and twenty-eight (2928) hours, and four thousand three hundred and ninety-two (4392) hours.

Effective January 1, 2024 – wage adjustment on all classifications, **as per the schedule below.** (*This will be retroactive from the expiry date of the last collective agreement to the day of signing the new collective agreement).

Effective January 1, 2025 – wage adjustment on all classifications, **as per the schedule below.**

Effective January 1, 2026 – wage adjustment on all classifications, **as per the schedule below.**

The parties agree that where an employee is working in two positions, the time served in both positions shall be counted toward movement to the next increment step in either or both positions.

**Wage Adjustments
2024**

Service Aide	Starting wage	\$17.50
	After 1464 hours	\$18.00
	After 2928 hours	\$18.50
	After 4392 hours	\$19.61
Morning Service Aide	Starting wage	\$16.75
	After 1464 hours	\$17.25
	After 2928 hours	\$17.75
	After 4392 hours	\$18.25
Activity Director	Starting wage	\$16.41
	After 1464 hours	\$16.94
	After 2928 hours	\$17.47
	After 4392 hours	\$18.27
Kitchen Aide	Starting wage	\$15.39
	After 1464 hours	\$15.93
	After 2928 hours	\$16.46
	After 4392 hours	\$17.53
Cook	Starting wage	\$17.00
	After 1464 hours	\$17.54

	After 2928 hours	\$18.07
	After 4392 hours	\$19.13
Maintenance Person	Starting wage	\$14.39
	After 1464 hours	\$14.89
	After 2928 hours	\$15.39
	After 4392 hours	\$15.89

**Wage Adjustments
2025**

Service Aide	Starting wage	\$18.03
	After 1464 hours	\$18.54
	After 2928 hours	\$19.06
	After 4392 hours	\$20.20
Morning Service Aide	Starting wage	\$17.25
	After 1464 hours	\$17.77
	After 2928 hours	\$18.28
	After 4392 hours	\$18.80
Activity Director	Starting wage	\$16.90
	After 1464 hours	\$17.45
	After 2928 hours	\$17.99
	After 4392 hours	\$18.82
Kitchen Aide	Starting wage	\$15.85
	After 1464 hours	\$16.41
	After 2928 hours	\$16.95
	After 4392 hours	\$18.06
Cook	Starting wage	\$17.51
	After 1464 hours	\$18.07
	After 2928 hours	\$18.61
	After 4392 hours	\$19.70
Maintenance Person	Starting wage	\$14.89
	After 1464 hours	\$15.39
	After 2928 hours	\$15.89
	After 4392 hours	\$16.39

**Wage Adjustments
2026**

Service Aide	Starting wage	\$18.39
	After 1464 hours	\$18.91
	After 2928 hours	\$19.44
	After 4392 hours	\$20.60
Morning Service Aide	Starting wage	\$17.60
	After 1464 hours	\$18.13
	After 2928 hours	\$18.65
	After 4392 hours	\$19.18
Activity Director	Starting wage	\$17.24
	After 1464 hours	\$17.80
	After 2928 hours	\$18.34
	After 4392 hours	\$19.20
Kitchen Aide	Starting wage	\$16.17
	After 1464 hours	\$16.74
	After 2928 hours	\$17.29
	After 4392 hours	\$18.42
Cook	Starting wage	\$17.86
	After 1464 hours	\$18.43
	After 2928 hours	\$18.98
	After 4392 hours	\$20.09
Maintenance Person	Starting wage	\$15.39
	After 1464 hours	\$15.89
	After 2928 hours	\$16.39
	After 4392 hours	\$16.89

14.02 Hours of Work:

The following shall be deemed to be full time hours for the positions described herein:

Service Aide: = average 120 hr/week over 4 weeks
Morning Service Aide: = average 25 hr/week over 2 weeks
Cook: = average 160 hr/week over 4 weeks
Activity Director: = average 25 hr/week over 2 weeks

14.03 Expanding of Hours:

Expansion of the number of hours of a position beyond its regular number of hours for a period greater than or equal to three weeks shall be by mutual agreement between the union and the villa.

14.04 Work Schedules:

Whenever possible, provisional work schedules shall be posted twenty-eight (28) calendar days in advance. Work schedules shall be confirmed and posted in a place accessible to all employees no less than fourteen (14) calendar days in advance.

The master schedule of employees may only be established or amended after consultation between the parties to this agreement.

Where the employer has at least two weeks notice of long-term absences, the employer shall arrange for a substitute according to Article 14.19 Assignment of Available Shifts and place the name of the substitute on the schedule by the half-way point of the notice period.

14.05 Averaging of Hours:

It is agreed that, in order to accommodate 14.06, employees may work up to eighty (80) hours over a two (2) week period without being paid wages at the rate of time and one-half for the time worked in excess of:

- a) Service Aide (12-hour shift) – average 120 hours/week over four (4) weeks.
- b) Morning Service Aide – average 25 hours/week over two (2) weeks.
- c) Activity Director – average 25 hours/week over two (2) weeks.
- d) Cook (12-hour shift) – or 160 hours/month over four (4) weeks.

Provided that, the above eighty (80) hours will be reduced by eight (8) hours in respect of each statutory holiday as defined in Article 15.02 in the two (2) week period; and provided further, that in calculating the hours worked in each such period no account will be taken of any time such employee is required to work on each such statutory holiday.

14.06 Overtime:

- a) Employees who do work beyond eighty (80) hours over a period of two (2) weeks with the authorization of the villa shall be paid wages at the rate of time and one-half **the regular rate of pay for all hours exceeding eighty (80) hours.**
- b) Overtime is voluntary in nature and will be worked only by consent of the employee.

14.07 Mutual Trades:

Subject to 14.05, following confirmation and posting of the work schedule, employees within classifications may agree between or among themselves to substitute or trade hours of work and shall advise the manager of such changes no later than two (2) hours in advance of the change from the schedule.

Employees shall not be subject to the overtime provisions unless overtime would have been paid irrespective of the change.

14.08 Rest Periods:

Two rest periods of fifteen (15) minutes each per eight (8) hour shift as near as possible to midway of each half of the respective shift, shall be allocated by the employer, for all employees covered by this agreement.

14.09 Meal Periods:

All employees shall be allowed a one-half (1/2) hour paid meal period within each eight (8) hour shift worked. Employees who work a five (5) hour shift that falls over a meal period shall also be entitled to a one-half (1/2) hour paid meal period. Employees who work a twelve (12) hour shift shall be entitled to two (2) half hour (½) paid meal periods.

14.10 Meals Supplied:

The villa shall supply **two** meals per shift and rest period beverages, as chosen by the villa, to all employees.

14.11 Reporting Pay Guarantee:

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

14.12 Consecutive Days Off:

All employees shall have at least two (2) regularly scheduled consecutive days off in every seven (7) day period or as mutually agreed between the manager and the employee.

14.13 Consecutive Days Worked:

Employees shall be scheduled to work no more than **three (3) twelve (12)-hour shifts** straight unless otherwise mutually agreed between the parties to this agreement.

14.14 Rest Periods Between Shifts:

The Villa shall not require that an employee work or be at the disposal of the villa for periods that are scheduled such that the employee does not have a period of eight (8) consecutive hours of rest between shifts. Failure to provide this time will result in payment of overtime for any hours worked during such rest period.

Where an employee is required by the Villa to work in excess of eight (8) hours in a twenty-four (24) hour period, they shall be paid at the rate of one and one-half times their hourly rate for those hours in excess of the eight (8) hours.

Employees who have agreed between or among themselves to substitute or trade hours of work shall not be subject to this overtime provisions unless overtime would have been paid irrespective of the change.

14.15 No Split Shifts:

No split shifts will be worked unless they are justified, but in any event, not without firstly consulting and agreeing by both parties to this agreement.

14.16 Mileage Allowance:

Mileage rates paid to an employee who is requested and consents to use the employee's own automobile for the villa's business shall be paid on the basis of **fifty-five (\$0.55)** cents per kilometre.

14.17 Assignment of Hours in Excess of 40 Hours/Week:

Employees will not be required to work in excess of 40 hours in a week against their wishes when other qualified employees within the work unit are willing to perform the required work.

14.18 Service Aides Shift Rotation:

The six (6) service aides will work a shift rotation of approximately 120 hours over four (4) weeks of twelve (12) hour shifts consisting of three (3) days on, followed by six (6) days off.

14.19 Cooks Shift Rotation

The cooks will work a shift rotation of twelve (12), twelve (12)-hour shifts in a four (4) week period.

14.20 Weekend Off:

Insofar as possible, within staffing patterns, employees will be scheduled for weekends off on an equitable basis. All employees will have one (1) weekend off in every three (3) week period. Employees should not be scheduled for more than two (2) weekends in a row.

14.21 Assignment of Available Shifts:

The underlying principle of the call-in system shall be that opportunities to work additional hours shall increase with seniority.

A call-in list shall be maintained for part-time and casual employees for additional hours that become available in the workplace. Such lists shall be updated monthly for availability of the employee.

Part-time and casual employees may have their name placed on the list by indicating in writing their desire to work additional hours and their availability. An employee may change their availability by giving the Employer at least one (1) month written notice. The union shall be provided with copies of the employee's availability form.

Employees working for another employer shall be required to provide a copy of their schedule from their other workplace as soon as it becomes available.

When additional hours become available, such hours shall be offered first to qualified casual employees on the call-in list in order of seniority to employees not already scheduled to work that day and where overtime will not be incurred. Second preference shall be given to part-time employees and third preference shall be given to full time employees who have not been scheduled to work eighty (80) hours in the two-week period.

It is the duty and responsibility of staff members to ensure that accepted hours are worked as scheduled.

It is the duty and responsibility of the manager to ensure that there are sufficient staff members scheduled to be on duty at all times to provide for safe and adequate resident care.

14.22 Shift Premium:

A shift premium of **one dollar (\$1.00)** per hour shall be paid to service aides between the hours of 1900 and 0700.

ARTICLE 15 - VACATION & STATUTORY HOLIDAYS

15.01 Annual Vacation:

a) Entitlement/Time Off:

Employees shall be entitled to three (3) weeks annual vacation after the first year of service and upon subsequent years of service, up to and including 10 years of service. Employees shall be entitled to four (4) weeks annual vacation after the tenth year of continuous employment and upon each subsequent year of service. Employees shall be entitled to five (5) weeks annual vacation after the fifteenth year of continuing employment and upon each subsequent year of service.

b) Vacation Pay:

Employees shall be entitled to vacation pay as follows:

- i) 3/52 of the previous year's earnings if the employee has less than ten (10) continuous years of service.
- ii) 4/52 of the previous year's earnings if the employee has ten (10) or more years of continuous service.
- iii) 5/52 of the previous year's earnings if the employee has fifteen (15) or more years of continuous service.
- iv) Employees will no longer receive vacation pay on their pay cheques and will have it banked and paid out while taking vacation.

c) **Posting of Annual Vacation Credits:**

In February of each year, the employer shall post a list of employee's vacation credits earned in the previous vacation year (January 1st to December 31st).

d) **Choice of Annual Vacation Dates:**

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

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

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

In all cases vacation requests shall be in writing and days granted shall be recorded as vacation on the schedule.

e) **Vacation Carry Over**

The vacation entitlement/time off contained in this article will be taken by all the employees annually, subject, however, to the provision that employees may make application to the manager for carryover of five (5) days entitlement to the following year. Any unused vacation above these five (5) days will be paid March 31st of each year.

f) **Statutory Holidays Within Scheduled Annual Vacation Period:**

When a statutory holiday falls within an employee's scheduled vacation period, that day shall be recognized as a statutory holiday and the employee shall be paid in accordance with Article 15.03 b) and d) and shall be granted an additional day off as part of their vacation period.

g) **Approved Absence During Vacation:**

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

- i) is granted bereavement leave as per Article 17.01, or
- ii) is granted sick leave as a result of hospitalization, or
- iii) granted sick leave for a duration of more than three (3) days; a medical certificate substantiating proof of illness will be required,

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

h) Work During Vacation:

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

i) Vacation Pay on Termination or Retirement:

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

15.02 Statutory Holidays:

The Villa recognizes the following as statutory holidays:

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

Except under extenuating circumstances, an employee shall have at least Christmas or New Year's Day off, alternately. To achieve the above, the employer has the right to deviate from the established schedule without loss of hours of work to the employee. Due to such extenuating circumstances, if an employee is required to work both Christmas and New Year's Day, they will be granted one (1) day off with pay within two (2) weeks following January 1st or any other date mutually agreed upon.

15.03 Pay for Work on a Statutory Holiday:

For the purposes of Articles 15.03 and 15.04 "full time employee" means an employee who works an average of 40 hours/week.

A full-time employee who is required to work on the above statutory holidays shall:

- a) receive pay at the rate of one and one-half (1 ½) times the regular rate and another day off with pay at a mutually agreed time within that four (4) week period in which the statutory holiday occurs.
- b) A full-time employee who is not required to work on the above statutory holidays, shall receive pay equal to one (1) regular days pay.
- c) All other employees who are required to work on the above statutory holidays shall receive pay at the rate of one and one-half times (1 ½) the regular rate and statutory holiday pay in accordance with the formula in (d) below.

- d) All other employees who are not required to work on the above statutory holidays shall receive statutory holiday pay based on the following formula:

$$\frac{\text{Number of hours eligible for entitlement in the immediately preceding four (4) week period}}{20} \times \text{hourly rate of pay} = \text{Employees' Statutory Holiday Pay}$$

Hours eligible for entitlement shall mean all regular hours worked, hours of paid vacation, hours of paid sick leave, hours of statutory holiday pay, hours of any other paid leave, and hours absent for approved leave under Article 18.01 and 18.02 – Negotiation and Union Leave.

15.04 Compensation for Statutory Holiday Falling on Scheduled Day Off:

When a statutory holiday falls on a full-time employee’s scheduled day off, the employee shall elect to receive either statutory holiday pay calculated in accordance with Article 15.03 (b) or equivalent time off with pay. Such time off will be taken at a mutually agreed time within that four (4) week period in which the statutory holiday occurs.

ARTICLE 16 - SICK LEAVE

16.01 Sick Leave Defined:

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

- a) the employee was unable to work by virtue of being sick or disabled, or, due to physical, mental or emotional illness; or
 - b) because of an accident for which compensation is not payable under the *Workers’ Compensation Act*; or;
 - c) in the opinion of the villa, the employee’s presence constituted a health hazard for the residents and all other employees, and the employee was instructed by the villa to leave the employee’s place of duty.
- d) No employee shall be mandated to work when they are sick or disabled due to physical, mental, or emotional illness.**

16.02 Sick Leave Entitlement & Accumulation:

- a) Effective the date of signing of this collective agreement and subject to Article 16.02 b), each employee shall earn sick leave credits at the rate of .10 hour for each hour of pay and shall continue to accumulate credits to a maximum of 500 hours.
- b) Casual employees shall not be eligible to use their sick leave credits until six (6) months following their date of hire.

- c) Employees will retain the sick leave credits they have earned previous to the date of signing of this agreement and the villa will provide a record of same.

16.03 Proof of Sickness:

The villa may require an employee to produce a certificate from a duly qualified medical practitioner for absences of three (3) days or more certifying that sickness prevented and/or prevents them from carrying out their assigned duties for the period in question. Such certificate shall be requested during the illness.

16.04 Deductions from Sick Leave:

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

An employee who is scheduled to work on a statutory holiday, but is unable to work in accordance with Article 16.01, shall receive sick pay. Pay or time in lieu with pay shall be paid in accordance with Article 15.03 b) or d) respectively.

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

16.05 Sick Leave Compensation:

Payment for days absent granted under sick leave shall be made at the regular rate of pay at the time such absence occurs.

16.06 Relationship to Workers' Compensation:

Sick leave shall not include any period of time during which compensation is being paid pursuant to the *Workers' Compensation Act*.

16.07 Sick Leave Record:

At the close of the calendar year, the villa shall provide each employee with a statement of her unused accumulated sick leave credits and a copy of each statement shall be provided to the union.

This notification of recorded sick leave is available monthly and can be included with the payroll monthly.

16.08 Usage of Sick Leave Credits:

An employee may use their monthly and accumulated sick leave entitlements at any time during the applicable month. All absences from regularly scheduled work time due to sickness shall be charged against those sick leave entitlements.

- 16.09** An employee who is eligible to retire, shall be paid out for half of their unexpended credits up to a maximum of one hundred and twenty (120) hours.

16.10 Medical, Dental, Optical Appointments:

Any villa approved absence from regularly scheduled work time for medical, dental or optical appointments shall be charged against the employee's sick leave entitlement. Villa approval shall include, but not necessarily be limited to, authorization by the manager for any such absence. Requests shall be submitted as soon as the employee is aware of the appointment and on a form provided by the villa.

16.11 Sick Leave During Maternity:

Sick leave shall not be granted for the actual period of maternity leave as defined in Article 18.04. However, an employee who becomes pregnant shall have access to sick leave credits for illness, which may arise during pregnancy while the employee continues active duty for the villa, subject to Article 18.04, or as the pregnancy may otherwise be terminated.

However, where an employee is sick during her maternity leave due to their pregnancy, they shall have access to their sick leave for only those days during her maternity leave on which she is unfit to work due to that pregnancy related illness.

16.12 Reporting to the Employer:

Any employee claiming sick leave shall endeavour to notify the manager's office, or if during non-office hours (4:00 p.m. to 8:00 a.m.), the service aide on shift, at least two (2) hours before the employee is scheduled to report for work.

ARTICLE 17 - BEREAVEMENT/COMPASSIONATE LEAVES

17.01 Bereavement/compassionate leave of up to four (4) days without loss of pay shall be granted to an employee who experiences the death or sudden serious illness of a member of their immediate family. "Immediate Family" means a spouse, parent, child, stepchild, sister, brother, grandchild, step grandchild, grandparent, brother-in-law, sister-in-law or stepparent of an employee or of a spouse.

Serious illness shall be that which is generally thought to be life threatening or emergency in nature.

17.02 Leave beyond the above specified amounts shall be granted with or without pay. Employees may access sick leave if they have exhausted all four (4) days as per Article 17.01 up to a maximum of sixty (60) hours.

17.03 Written application shall be made by the employee to the villa in all cases of bereavement/compassionate leave. Such application shall be made within a reasonable period of time, either before or after the leave.

17.04 Employees shall be granted a leave of absence without pay to ensure that they have access to the Federal Compassionate Care benefit program.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 Negotiation and Union Leave:

Subject to the conditions stated in Article 18.02, the following provisions shall apply regarding leaves of absence for union business:

- 1) **Negotiation Leave:** A leave of absence for employees from their assigned duties shall be granted without loss of pay by the villa for up to two (2) employees in situations where the parties agree to conduct negotiations within the working hours of said employees. The union shall provide reasonable notification to the villa of the composition of its bargaining committee and of any changes thereto.
- 2) **Union Leave:** Leaves of absence for employees from their assigned duties may be granted by the villa for the purpose of conducting union business other than is mentioned in 1) above such as leave to attend union conventions and conferences. Such union leave shall be without pay.
- 3) **Union Meetings:** The villa agrees to allow the union to conduct regularly scheduled union meetings on its premises; however, employees who are working may only attend the meeting while on their break and must respond to residents if necessary.

18.02 Leaves of absence specified in Article 18.01 shall be subject to the following conditions:

- 1) The granting of leave shall be subject to operational feasibility and shall not be unreasonably denied.
- 2) For leaves specified in Articles 18.01 1) and 18.01 2), an employee shall provide the villa with a written request at least one week prior to the commencement of the leave.

18.03 Paid Jury or Court Witness Duty Leave:

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

18.04 Maternity, Adoption and Parental Leave:

a) Protection During Maternity:

No employee shall be laid off or otherwise adversely affected in their employment because of pregnancy, however, where working conditions may

be hazardous to an unborn child or to the pregnant employee, or where the pregnancy of the employee unreasonably interferes with the performance of their duties, the employee shall be entitled to have their duties modified or be transferred to another position, provided they are capable of performing the work. If no opportunity exists for the pregnant employee to have their duties modified or to transfer to another position, then the villa may require them to commence maternity leave not more than thirteen (13) weeks prior to the expected date of birth.

b) Conditions for Application for Maternity Leave:

Every employee who is currently employed and has been in the employment of the villa for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested maternity leave is to commence shall be entitled to maternity leave:

- 1) where the employee applies in writing at least four (4) weeks prior to the anticipated commencement of the leave and
- 2) provides a doctor's certificate verifying that she is pregnant and specifying the estimated date of birth.

c) Other Conditions Re: Maternity Leave:

Any employee who has been employed for the time frame mentioned in 18.04 b) shall also be entitled to maternity leave in the following circumstances:

- 1) there are *bona fide* medical reasons that require the employee to cease work which have been verified by the employee's doctor; or
- 2) the pregnancy has ended in miscarriage or stillbirth which has been verified by the employee's doctor's certificate dated no later than 14 days following that circumstance.

d) Length of Maternity Leave:

- 1) Maternity leave shall cover a period of up to **fifteen (15)** consecutive weeks commencing at any time during the period of 12 weeks immediately preceding the estimated date of birth or immediately upon the actual date of birth;
- 2) If an employee does not meet the requirements stipulated in 1 and 2 above, the employee shall be entitled to a maternity leave of a period not exceeding 14 weeks commencing at any time during the period of 8 weeks immediately preceding the estimated date of birth.
- 3) Where a doctor's certificate is provided, stating that an employee is unable to return to work at the expiration of the leave because of health reasons, an extension up to a maximum of 6 additional weeks shall be allowed. During maternity leave, full seniority shall accumulate.

e) **Conditions for Application for Adoption Leave:**

Every employee who is:

- 1) currently employed and has been in the employment of the villa for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence; and
- 2) is to be the primary caregiver of the adopted child during the period of the leave;

shall be entitled to adoption leave where the employee applies in writing at least four (4) weeks prior to the day on which the child comes into the employee's care.

f) **Length of Adoption Leave:**

Adoption leave shall cover a period of up to 34 consecutive weeks. During this period, full seniority shall accumulate.

g) **Parental Leave:**

Every employee who is currently employed and has been in the employment of the villa for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence shall be entitled to parental leave. Where an employee applies in writing at least four (4) weeks prior to the day the leave is to commence, parental leave shall cover a period of up to **forty (40) (standard parental leave)** consecutive weeks for employees eligible for maternity or adoption leave and thirty-seven (37) consecutive weeks for employees who are not eligible for maternity or adoption leave to be taken during the twelve (12) weeks before the estimated date of birth or the estimated date on which the child is to come into the employee's care, as the case may be, or the fifty-two (52) weeks following the actual date of birth or the actual date on which the child comes into the employee's care. During this period, full seniority shall accumulate.

An employee who wishes to take maternity, adoption or parental leave shall take the two (2) leaves consecutively. A request for parental leave must be included in the original maternity, adoption or parental leave request.

h) **Seniority Status During Maternity, Adoption or Parental Leave:**

While on maternity, adoption or parental leave, an employee shall retain full employment status and rights under this collective agreement. It is agreed that maternity, adoption or parental leave are considered unpaid leave.

i) **Employee Benefits During Maternity, Adoption or Parental Leave:**

During the period of maternity, adoption or parental leave, the employee shall be entitled to continue participating in any benefit plans provided under this agreement if the employee pays the contributions required by the benefit plans.

j) Procedure Upon Return From Maternity, Adoption or Parental Leave:

When an employee decides to return to work, after maternity, adoption or parental leave, the employee shall provide the villa with at least four (4) weeks' notice. On return from any of these leaves, the employee shall be placed at least in their former position. If the former position no longer exists, the employee shall be placed in a position of equal rank and value at the same rate of pay, subject to other terms in this agreement.

These leaves are subject to change if legislative leave criteria changes.

18.05 Family Leave:

After successful completion of the probationary period, an employee shall be entitled to use their accumulated sick leave in the event of:

- a) the 'unexpected or' sudden illness or injury of the employee's spouse or child which prevents the employee from reporting for duty;
- b) surgery on the employee's spouse or child;
- c) an emergency situation or pressing necessity which prevents the employee from reporting for duty.
- d) Eligible employees shall be permitted to use sick leave credits to attend medical appointments and health related responsibilities for immediate family members, inclusive of spouse, child and dependent family members, to a maximum of sixteen (16) hours.

An employee absent from work due to family leave must notify the employer as soon as reasonably possible of their absence and the reasons for the absence.

Employees may also request vacation, earned time off, or unpaid leave of absence as may be required for this purpose.

Pressing necessity shall be defined as any circumstances of a sudden or unusual occurrence that could not, by the exercise of reasonable judgment have been foreseen by the employee and which required the immediate attention of the employee.

18.06 General Leave of Absence:

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

Request for a leave of absence shall be made in writing with two (2) copies to the manager or designate and one (1) copy to the secretary of the union. The villa will notify the employee as soon as possible of the disposition of the request.

An employee granted a leave of absence under Article 18.05 shall not earn sick leave credits, annual vacation credits or statutory holiday pay for the entire period granted but shall accumulate seniority for a leave of absence less than thirty (30) calendar days at one time.

18.07 Interpersonal Violence Leave:

Employees are entitled to five paid days and five unpaid days of leave as per the *Saskatchewan Employment Act*. The leave can be accessed by an employee requiring time off from work to seek medical attention, obtain services from a victims' services organization, obtain psychological or other professional services, relocate, seek legal or law enforcement assistance and attend court appearances. The leave may include other options that may require time off to ensure the safety of the employee or the employee's child. The employer will keep all personal information disclosed by the employee confidential.

ARTICLE 19 - PAYMENT OF WAGES

19.01 Payment of Wages:

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

ARTICLE 20 - GENERAL PROVISIONS

20.01 Proper Accommodation:

The villa agrees to make every reasonable effort to provide proper accommodations for employees to have meals and store and change their clothes. The villa 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 villa.

20.02 Bulletin Boards:

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

20.03 Required Courses and/or Training:

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

New employees hired without the required courses shall take such courses within three (3) months of employment. One (1) year following the three (3) months, the employer will reimburse the tuition of such courses, provided the employee has had continuous employment with the villa.

The villa will endeavour to provide the courses required in the community so that additional hotel and travel expenses are not necessary.

20.04 Occupational Health and Safety:

The parties agree that the joint occupational health & safety committee will continue to operate according to the *Occupation Health and Safety Act and Regulations*.

- a) **Occupational Health Committee: A joint Occupational Health Committee shall be established consisting of employer and employee representatives. There shall be two (2) co-chairs of the committee, one (1) elected by the union, one (1) appointed by the employer.**
- b) **No Discrimination: In accordance with *The Saskatchewan Employment Act*, no discriminatory action shall be taken against any worker by reason of the worker's participation in or association with any functions of the Occupational Health Committee at their place of employment. The employer shall maintain their Respectful Workplace and Harassment Prevention Policy.**
- c) **Right of Employee: An employee may refuse to do any particular act or series of acts at work which they have reasonable grounds to believe are unusually dangerous to their health or safety or the health and safety of any other people at the place of employment until the Occupational Health Committee or Occupational Health Officer has investigated the matter and advised the employee otherwise.**

20.05 Quarantine:

All quarantine protocols directed by the Chief Medical Officer shall be followed.

No employee will be required to consent to any immunizations to maintain their employment.

ARTICLE 21 - EMPLOYEE PERFORMANCE REVIEW & FILES

21.01 Employee Performance Review:

When a review of an employee's work performance is made, the employee concerned shall be given the opportunity to read such review. The employee shall be required to sign an acknowledgement that they have been given an opportunity to read the performance review and shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the review.

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

21.02 Files:

An employee shall have the right to inspect their file (excluding employment references) by arrangement with and in the presence of the manager. Any copies requested by the employee will be made by the manager and presented to the employee.

SIGNED this 5th day of JUNE, 2024.

ON BEHALF OF CUPE LOCAL 3996

ON BEHALF OF BOW VALLEY
VILLA, CORP.

Alanna J. Jordan

[Signature]

Jessie Peebles

B

Gail L. Keple

R. Brown

DM/mg cope491

LETTER OF UNDERSTANDING

BETWEEN

BOW VALLEY VILLA CORP.

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3996

RE: Reduction in Hours of Work

Where the Villa determines that a reduction in the available hours of work in a classification is necessary, the Villa shall meet with the Union Executive to advise it of such and to consult with it regarding alternatives in achieving such a reduction. The objective shall be to spread the reduction in hours over the employees within that classification as evenly as possible where such is operationally feasible.

SIGNED this 5th day of JUNE, 2024.

FOR CUPE LOCAL 3996

FOR BOW VALLEY VILLA CORP.

Maurice J. ...

[Signature]

Asky Peebles

B. [Signature]

Paul L. Kyle

A. [Signature]

LETTER OF UNDERSTANDING

BETWEEN

BOW VALLEY VILLA CORP.

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3996

RE: Staff Meetings

- General staff meetings shall be held every other month on the first Tuesday of the month; staff and the Manager are expected to participate in the general staff meeting.
- an agenda will be posted five (5) days in advance of the staff meetings;
- minutes shall be recorded by volunteers on a rotational basis among staff and shall be reviewed and amended as necessary by the Manager;
- minutes shall be posted within two (2) days of the staff meeting on the staff room bulletin board. Upon return to work after a staff meeting, all staff are expected to read the minutes and initial same indicating that they have read the minutes.
- Emergency staff meetings may be called as needed by the Manager.

SIGNED this 5th day of JUNE, 2024.

FOR CUPE LOCAL 3996

FOR BOW VALLEY VILLA CORP

Melissa Jansen

[Signature]

Ashley Reeves

B - S

Gail L. Kyle

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

BOW VALLEY VILLA CORP.

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3996

RE: Replacement of Manager when Absent

When the Manager is absent due to illness, vacation, leave of absence, away on Villa business, and/or during non-office hours (4:00 p.m. to 8:00 a.m.), the Service Aide on shift at the time of the Manager's absence will act as a Working Supervisor.

Duties of the Working Supervisor are not restricted to, but may include:

- Answer day to day enquiries on behalf of the Manager. If they cannot be answered, record the appropriate message for the Manager upon her return to duty.
- See that the residents get to their appointments on time.
- Refer any building or serious problem to a Board member.
- Obtain and approve casual replacements as needed.
- Approve rescheduling, if necessary.

Employees acting as a Working Supervisor shall receive **one dollar (\$1.00)** an hour in addition to their regular hourly rate. The Working Supervisor will be responsible for her own duties during the time of acting supervisor.

SIGNED this 5th day of JUNE, 2024.

FOR CUPE LOCAL 3996

FOR BOW VALLEY VILLA CORP.

Marce Johnson

[Signature]

Deborah Peabody

B. [Signature]

Gail A. Kyle

[Signature]