

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**SIENNA SENIOR LIVING INC., OPERATING AS  
ASPIRA YORKTON CROSSING RETIREMENT**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 5432**

***CUPE*** / *Canadian Union  
of Public Employees*

**January 1, 2024 – December 31, 2026**

**TABLE OF CONTENTS**

**ARTICLE 1 – PREAMBLE AND DEFINITIONS.....1**

1.01 .....1

1.02 .....1

**ARTICLE 2 – TERM OF AGREEMENT .....2**

2.01 Term of Agreement .....2

2.02 Open Period.....2

**ARTICLE 3 – MANAGEMENT RIGHTS .....2**

3.01 .....2

3.02 .....3

3.03 .....3

3.04 .....3

**ARTICLE 4 – SCOPE .....3**

4.01 Scope .....3

**ARTICLE 5 – NON-DISCRIMINATION.....3**

5.01 .....3

**ARTICLE 6 – UNION SECURITY .....3**

6.01 Recognition.....3

6.02 Union Membership.....4

6.03 Dues Check-off.....4

6.04 Dues Authorization.....4

6.05 New Employees.....4

6.06 No Other Agreements.....5

6.07 Supplementary Agreements.....5

6.08 Notice Boards .....5

6.09 Notification of Employee Changes .....5

6.10 Bargaining Committee.....5

6.11 Union Representation .....5

6.12 Progressive Discipline.....6

**ARTICLE 7 – UNION-MANGEMENT COMMITTEE.....6**

7.01	Joint Union-Management Committee .....	6
7.02	Composition .....	6
<b>ARTICLE 8 – GRIEVANCE PROCEDURE .....</b>		<b>7</b>
8.01	Definition and Initiation .....	7
8.02	Permission to Leave Work .....	7
8.03	Right to have Steward Present.....	7
8.04	Designation of Supervisor .....	8
8.05	Investigation .....	8
8.06	Disclosure of Information.....	8
8.07	Step 1 – Pre-Grievance Resolution Discussion .....	8
8.08	Step 2 – Grievance to General Manager.....	8
8.09	Step 3 - Grievance to Director or Designate .....	8
8.10	May Omit Grievance Steps .....	9
8.11	Grievance Mediation .....	9
8.12	Referral to Arbitration .....	10
8.13	Extension of Time Limits.....	10
8.14	Special Measures .....	10
<b>ARTICLE 9 – DISCHARGE, SUSPENSION, AND DISCIPLINE .....</b>		<b>10</b>
9.01	Discharge Procedure.....	10
<b>ARTICLE 10 – ARBITRATION.....</b>		<b>10</b>
10.01	Arbitration .....	10
10.02	Costs of Arbitration Board .....	11
10.03	Power of the Arbitrator or Arbitration Board.....	11
<b>ARTICLE 11 – SENIORITY.....</b>		<b>11</b>
11.01	Definition of Seniority.....	11
11.02	Accumulation of Seniority .....	11
11.03	Maintenance of Seniority .....	12
11.04	Loss of Seniority.....	12
11.05	Seniority List .....	13
<b>ARTICLE 12 – PROBATIONARY PERIOD.....</b>		<b>13</b>
12.01	Probationary Period for New Employees .....	13

<b>ARTICLE 13 – JOB POSTINGS AND VACANCIES.....</b>	<b>14</b>
13.01 Job Postings.....	14
13.02 Posting of Vacancies .....	14
13.03 Filling of Vacancies.....	14
13.04 Trial Period.....	15
13.05 Temporary Vacancies .....	15
13.06 Call-In System.....	15
<b>ARTICLE 14 – LAY-OFF AN RE-EMPLOYMENT .....</b>	<b>16</b>
14.01 Lay-off.....	16
14.02 Notification of Lay-off .....	16
14.03 Layoff Procedure .....	16
14.04 .....	18
14.05 .....	18
14.06 .....	18
14.07 Local Negotiations.....	18
14.08 Orientation Period .....	19
14.09 Trial Period Upon Displacement.....	19
14.10 No New Employees Hired.....	19
<b>ARTICLE 15 – HOURS OF WORK .....</b>	<b>19</b>
15.01 Hours of Work.....	19
15.02 Definition of a Day .....	19
15.03 Definition of a Week .....	20
15.04 Work Schedules.....	20
15.05 Shift Trades .....	20
15.06 Rest Periods.....	20
15.07 Meal Periods.....	21
15.08 Overtime .....	21
15.09 Transportation Allowance .....	21
15.10 Deviation from Posted and Confirmed.....	22
15.11 Rest Periods Between Shifts.....	22
15.12 No Split Shifts .....	22

<b>ARTICLE 16 – PAID HOLIDAYS .....</b>	<b>22</b>
16.01 Paid Holidays.....	22
16.02 Full-Time Employees .....	22
16.03 All Other Than Full-Time Employees.....	23
<b>ARTICLE 17 – LEAVE OF ABSENCE .....</b>	<b>23</b>
17.01 General Leave of Absence/Education Leave .....	23
17.02 Paid Bereavement Leave .....	23
17.03 Union Leave .....	24
17.04 Jury or Court Witness Duty Leave .....	24
17.05 Maternity, Adoption, Parental Leave .....	24
17.06 Citizenship Ceremony .....	25
17.07 Medical Care Leave.....	25
<b>ARTICLE 18 – SICK LEAVE.....</b>	<b>25</b>
18.01 Definition of Sick Leave .....	25
18.02 Notice of Illness.....	25
18.03 Accumulation of Sick Leave .....	25
18.04 Deductions from Sick Leave Credits.....	26
18.05 Verification of Illness .....	26
18.06 Return to Work and Duty to Accommodate.....	26
<b>ARTICLE 19 – VACATION .....</b>	<b>27</b>
19.01 Vacation Year .....	27
19.02 Vacation Credits .....	27
19.03 Vacation Pay.....	28
19.04 Choice of Annual Vacation Dates .....	28
19.05 Displacement of Vacation .....	28
19.06 Vacation Pay on Termination or Retirement.....	29
19.07 Work During Vacation .....	29
19.08 Deferral of Vacation Credits .....	29
19.09 Access to Vacation Pay .....	29
<b>ARTICLE 20 – PAYMENT OF WAGES.....</b>	<b>29</b>
20.01 Salary Scales.....	29

20.02	Payment of Wages .....	29
20.03	Professional Fees .....	30
20.04	Increments .....	30
20.05	Weekend Premium .....	30
20.06	Night Premium .....	30
<b>ARTICLE 21 – GENERAL PROVISIONS.....</b>		<b>30</b>
21.01	Union Bulletin Boards.....	30
21.02	Union Storage Space .....	31
21.03	Reimbursement of Expenses .....	31
<b>ARTICLE 22 – ACCESS TO PERSONNEL FILE.....</b>		<b>31</b>
22.01	.....	31
<b>ARTICLE 23 – EMPLOYEE BENEFITS PLAN.....</b>		<b>31</b>
23.01	.....	31
23.02	.....	31
<b>ARTICLE 24 – SAFETY AND HEALTH.....</b>		<b>31</b>
24.01	Occupational Health and Safety Act and Regulations .....	31
24.02	Occupational Health and Safety Committee .....	32
24.03	Harassment .....	32
24.04	Referral of Health/Safety/Workload Concerns .....	33
24.05	Medical Examination.....	34
24.06	Proper Accommodation.....	34
24.07	Working Alone .....	34
24.08	Violence in the Workplace .....	34
<b>NEW PROVISIONS .....</b>		<b>35</b>
<b>SIGNING PAGE .....</b>		<b>36</b>
<b>SCHEDULE “A”.....</b>		<b>37</b>

## ARTICLE 1 – PREAMBLE AND DEFINITIONS

**1.01** Whereas it is the desire of both parties to this agreement:

- a) To maintain and improve harmonious relations between the employer and members of the union;
- b) 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;
- c) To encourage efficiency and safety in operation;
- d) To promote the morale, well-being, and security of all the employees in the bargaining unit of the union;
- e) To provide for collaboration between the parties in order to maximize occupancy and to ensure optimum care and services to our residents in an efficient manner;
- f) 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**
- g) **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.**

**1.02** And whereas it is now desirable that 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:

- a) “Employer” shall mean **Sienna Senior Living Inc., operating as Aspira Yorkton Crossing, located in Yorkton, Saskatchewan.**
- b) “CUPE” and the “union” shall mean **the Canadian Union of Public Employees.**
- c) Where this agreement refers to the masculine or feminine or the singular or plural pronoun, as the context may be, this shall not be construed as referring to gender.
- d) A full-time employee is an employee who is regularly scheduled to work the full prescribed hours as stated in Article 15.01.
- e) A part-time employee is an employee who is regularly scheduled to work less than the full prescribed hours as stated in Article 15.01.

- f) A casual employee shall mean an employee who works on a call-in basis and is not regularly scheduled in advance.

## **ARTICLE 2 – TERM OF AGREEMENT**

### **2.01 Term of Agreement**

This agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from **January 1, 2024, up to and including December 31, 2026**, and from year to year thereafter unless notification of desire to amend or terminate is given in writing. The collective agreement shall be deemed to remain in effect during the period of negotiations as may be required to conclude a new collective agreement.

### **2.02 Open Period**

Either party may, not less than sixty (60) days and not more than one hundred twenty (120) days before the expiry date hereof, give notice in writing to the other party to terminate this agreement or to negotiate a revision thereof.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

**3.01 The union recognizes and acknowledges that all management rights and prerogatives and the direction of the working forces and the management of the employer's enterprise are vested exclusively with the employer, and without limiting the generality of the foregoing, the exclusive functions of the employer shall include the following, subject to the terms of this collective agreement:**

- a) Direct the working force, **including having the right to plan, direct, and control the work of the employees and the operations of the employer;**
- b) Operate and manage its business in all respects;
- c) Hire, select, transfer, **recall, classify, assign duties,** and lay off employees;
- d) **To determine the number of shifts, job content and requirements, quality standards, and the qualifications of employees and to determine whether vacancies exist;**
- e) Maintain order, discipline, and efficiency and establish and enforce reasonable rules and regulations governing the conduct of employees. These rules and regulations shall primarily be designed to safeguard the interests of the clients and the efficiency in operations of the employer.

- f) Promote, demote, discipline, suspend, and discharge any employee, provided, however, that any such action may be subject to the grievance procedure provided herein.
- g) **To establish standards of service, to amend or modify standards, to determine new methods to be used, to determine the requirements of a job and the qualifications of an employee to perform the work required.**

**3.02 The employer will exercise its management rights in accordance with the collective agreement.**

**3.03 Failure by the employer to exercise any of its management rights shall not be considered as abandonment of any such rights.**

**3.04 The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.**

#### **ARTICLE 4 – SCOPE**

##### **4.01 Scope**

The employer agrees to recognize the union as the sole and exclusive bargaining agent for all employees covered by this collective agreement. This collective agreement shall cover all employees represented by the union pursuant to the certification order issued by the labour relations board of the Province of Saskatchewan.

#### **ARTICLE 5 – NON-DISCRIMINATION**

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

#### **ARTICLE 6 – UNION SECURITY**

##### **6.01 Recognition**

The employer agrees to recognize the union as the sole bargaining agent for the employees covered by this agreement and hereby consents to negotiate with the union or its designated representatives in matters affecting the relationship between the parties to this agreement.

## 6.02 Union Membership

Every employee who is now or hereafter becomes a member of the union shall maintain membership in the union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of employment.

## 6.03 Dues Check-off

The employer shall deduct and pay to the union monthly dues from the earnings of each employee. Such deductions shall be assessed from the date of employment and remitted to the person designated by the union on or before the tenth (10<sup>th</sup>) day of the month following the month in which the deductions were made, accompanied by a list of all the employee's names, addresses, phone numbers, classification, gross earnings, union dues deducted, and amounts deducted as well as job status (active, on **Workers' Compensation, Disability Income Plan**, etc.).

The union shall notify the employer, in writing, of the amount of dues to be deducted from the employee's wages not less than one (1) month before the effective date.

## 6.04 Dues Authorization

The employer agrees to have new employees sign a dues authorization card and membership card within thirty (30) days of hiring. Such cards shall be provided by the union. An employee temporarily working in an out-of-scope position with the employer shall have dues deducted from gross earnings received.

## 6.05 New Employees

- a) The employer agrees to acquaint new employees with the fact that the collective agreement is in effect.
- b) Within thirty (30) days of commencement of employment, the manager or designate shall permit the introduction of the new employee to a union steward or representative within regular working hours, without loss of pay, so far as the regular operations permit. **A maximum of thirty (30) minutes, during the employer's orientation day, will be allowed for the purposes of acquainting new employees with the structure, benefits, and duties of union management.**
- c) The employer agrees to record all union dues paid in the previous year on the employee's income tax T-4 slip.

#### **6.06 No Other Agreements**

**No employee shall be required or permitted to make any written or verbal agreement with the employer or its representative, which may conflict with the terms of this collective agreement.**

#### **6.07 Supplementary Agreements**

**Supplementary agreements, if any, shall form part of this agreement and are subject to the grievance and arbitration procedure.**

#### **6.08 Notice Boards**

**The employer will provide a space for a union provided bulletin board in the worksite. The board will be located in an area that is highly visible to employees. The bulletin board will be used solely for postings by the union and maintained by the union stewards.**

#### **6.09 Notification of Employee Changes**

**The union shall be notified of all in-scope appointments, hirings, lay-offs, recalls, and terminations of employment.**

**The employer shall provide the union with the monthly payroll report listing all new employees, including name, position, and contact information upon completion of the first payroll cycle for which the employee(s) is active.**

#### **6.10 Bargaining Committee**

**Three (3) employees shall be allowed time off work without loss of earnings to attend negotiations with the employer to bargain revisions to the collective bargaining agreement.**

#### **6.11 Union Representation**

**In all cases where the employer contemplates that an employee's conduct may warrant disciplinary action (dismissal, suspension, verbal, or written reprimand), the employee shall be informed of the nature of the discussion and the right to have a union representative present. If a union representative is refused, the employer shall provide to the union written confirmation of such refusal.**

## **6.12 Progressive Discipline**

- a) 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. The employer agrees to use a process of progressive discipline in a timely and reasonable manner. It is understood that depending on the seriousness of the incident, the employer may forgo steps of progressive discipline.
- b) 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 president.
- c) Except as stated herein, upon written request by the employee, records of disciplinary action will be reviewed by the employer after eighteen (18) months, exclusive of approved leaves of absence, following the date of disciplinary action and shall be removed from an employee's file at that time, provided there has been no further disciplinary action of similar nature during this period. However, for discipline that results in a suspension, the term shall be thirty-six (36) months.
- d) Where an employee is removed from the schedule pending investigation, it shall not be considered discipline. An employee removed from the schedule shall incur no loss of pay or benefits.

## **ARTICLE 7 – UNION-MANAGEMENT COMMITTEE**

### **7.01 Joint Union-Management Committee**

At either party's request, a joint union-management 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.

### **7.02 Composition**

The joint union-management committee shall be composed of representatives of the employer and representatives of the union.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **8.01 Definition and Initiation**

a) Definition

A grievance shall be defined as any difference or dispute between the employer and any employee(s) or the union.

b) Initiation of Grievances

Grievance(s) shall be filed through the union and submitted to the administrator or designate as set out under Article 8.12.

### **8.02 Permission to Leave Work**

a) Employee

Any employee who feels aggrieved may leave assigned duties temporarily without loss of pay in order to discuss the complaint with the appropriate union representatives. Suitable arrangements for an appropriate time and location for such discussions must be made with the general manager or designate.

b) Union Representative

The employer agrees that a union representative within the facility may leave assigned duties temporarily, at a suitable time, in order to discuss matters covered by the grievance provisions and shall not suffer any loss in pay for the time so spent. Suitable arrangements for an appropriate time and location for such discussions must be made with the general manager or designate.

### **8.03 Right to have Steward Present**

**An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The employer shall also notify the employee of their right to have a union steward present at the interview. A steward or local officer may have the right to consult with a CUPE staff representative and may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action. If a CUPE staff representative is not available for the meeting, the employer may proceed with the meeting with a local staff representative.**

#### **8.04 Designation of Supervisor**

**Every employee shall be notified of their immediate designated supervisor.**

#### **8.05 Investigation**

At any stage of the grievance procedure, the parties may have the assistance of employees concerned as 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 **the** settlement of the grievance.

#### **8.06 Disclosure of Information**

The employer agrees to provide all relevant payroll information concerning any grievance to the appropriate union representative upon their request.

#### **8.07 Step 1 – Pre-Grievance Resolution Discussion**

The parties agree to promote the timely **resolution** of workplace issues. If **the** dialogue between the employee and shop steward and the immediate supervisor or designate results in effective resolutions, it is understood that such resolutions are agreed on a "Without Prejudice" basis.

#### **8.08 Step 2 – Grievance to General Manager**

Grievances should be resolved as quickly as possible. Where such discussions at the first (1<sup>st</sup>) step do not result in resolution of the dispute, employees, through the union or the union itself, may thereafter refer, in writing, any such grievance to the general manager and/or designate within fourteen (14) calendar days **after the employee has or ought to have had knowledge of the event giving rise to the** complaint. The grievance shall contain the particulars of the complaint and the collective agreement articles, including preamble, **which** have been violated.

The general manager and/or designate shall discuss the grievance with the union representative within fourteen (14) calendar days of receipt of the grievance. The union representative may be accompanied by the aggrieved employee(s) if the latter so wishes.

The general manager and/or designate shall render a written decision which sets out the supporting reasons within seven (7) calendar days of the discussion.

#### **8.09 Step 3 - Grievance to Director or Designate**

Failing satisfactory resolution of the grievance at the second (2<sup>nd</sup>) step, the union representative shall refer the matter to the director or designate in writing within fourteen (14) calendar days of having received the decision of the general manager or designate.

The regional director or designate shall discuss the grievance with the union representative within fourteen (14) calendar days of the date of receipt of the grievance and shall render a written decision within seven (7) calendar days of the discussion.

It is understood that where the designate is one and the same for the second (2<sup>nd</sup>) step and the third (3<sup>rd</sup>) step, the third (3<sup>rd</sup>) step may be eliminated through mutual agreement.

#### **8.10 May Omit Grievance Steps**

**An employee considered by the union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.**

#### **8.11 Grievance Mediation**

- a) Either party, with the agreement of the other party, may submit a grievance to grievance mediation at any time within twenty-one (21) calendar days after the employer's written decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to arbitration.**
- b) Grievance mediation will commence at a time mutually agreed upon.**
- c) No matter may be submitted to grievance mediation, which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.**
- d) The parties shall agree on a mediator.**
- e) Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of proceedings shall be made, and legal counsel shall not be used by either party.**
- f) The mediator will have the authority to meet separately with each party.**
- g) If no settlement is reached following grievance mediation, the parties are free to submit the matter to arbitration in accordance with the provision in the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the mediator may serve as an arbitrator without the permission of both the union and the employer. Nothing said or done by the mediator may be referred to at arbitration notwithstanding the exception listed above.**
- h) The union and the employer will share the cost of the mediator, if any.**

## **8.12 Referral to Arbitration**

Failing satisfactory settlement of the grievance at the third (3<sup>rd</sup>) step, the matter may be referred, by either party, to arbitration within fourteen (14) calendar days of receipt of the written decision. This referral shall be done in accordance with Article 10.01.

## **8.13 Extension of Time Limits**

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

## **8.14 Special Measures**

- a) Nothing in this article precludes the parties from modifying the grievance procedure as required and by mutual consent.
- b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance or arbitration proceedings.

# **ARTICLE 9 – DISCHARGE, SUSPENSION, AND DISCIPLINE**

## **9.01 Discharge Procedure**

**When an employee is discharged or suspended, the employee and the union shall be advised promptly in writing by the employer as to the reason for such discharge or suspension.**

# **ARTICLE 10 – ARBITRATION**

## **10.01 Arbitration**

- a) If a satisfactory resolve is not reached in Article 8, a sole arbitrator shall be appointed unless it is agreed to use an arbitration board. If a sole arbitrator is not agreed upon by the parties within thirty (30) calendar days of notification by one (1) party to the other that the grievance is being referred to arbitration, the labour board will be requested to appoint the arbitrator.

The thirty (30) calendar day period referred to above may be extended by mutual agreement with the employer and the union.

- b) If a three (3) person board of arbitration is agreed upon, the parties will exchange nominees to the board within thirty (30) days. The two (2) appointees named by the parties to this agreement shall, within ten (10) calendar days of the appointment of the second (2<sup>nd</sup>) of them, appoint a third (3<sup>rd</sup>) member of the arbitration board who shall be the chairperson thereof. In the case where the party

receiving notice fails to appoint an appointee, the chairperson of the labour relations board shall appoint on behalf of the party failing to make the appointment. If the two (2) appointees of the parties fail to agree on the appointment of a third (3<sup>rd</sup>) 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, appoint the third (3<sup>rd</sup>) member and the member so appointed shall be the chairperson of the arbitration board.

#### **10.02 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.

#### **10.03 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 11 – SENIORITY**

#### **11.01 Definition of Seniority**

Seniority shall be calculated from the last date of employment with **Sienna Senior Living Inc., operating as Aspira** Yorkton Crossing. Seniority shall accrue on all paid hours (exclusive of overtime) and all unpaid hours, as provided in Article 11.02, that are earned with the employer.

#### **11.02 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;
- c) Any authorized unpaid leaves of absence 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* and/or SGI insurance;
- e) Union leave;

- f) Maternity/parental/adoption, compassionate care, bereavement and pressing necessity leave, and any other legislative leaves;
- g) Temporary out-of-scope positions with the employer not to exceed a total of twelve (12) months;
- h) Education leave;
- i) Public office and professional association leave; and
- j) The difference between the actual hours worked, as a result of participation in a return to work/duty to accommodate program, and the employees' regularly scheduled hours.

### **11.03 Maintenance of Seniority**

Subject to Article 11.02 and Article 11.04 of this agreement, an employee who maintains employment with the employer shall maintain accumulated seniority.

### **11.04 Loss of Seniority**

An employee shall lose seniority and shall be deemed to have severed employment from the employer in the event the employee:

- a) Voluntarily terminates in writing from all employment held with the employer;
- b) Has worked exclusively in an out-of-scope position for twelve (12) consecutive months;
- c) Is a casual employee and has not worked within the employer for a period of one hundred eighty (180) calendar days, exclusive of approved leaves of absence;
- d) Is laid off and has not returned to employment with the employer for eighteen (18) calendar months following the last date of lay-off from the employer;
- e) Is discharged for just cause and not re-instated; **and**
- f) **Is absent from work for thirty (30) months due to illness or accident, unless the employee has provided medical evidence satisfactory to the employer that confirms that their prognosis is that they will be able to return to work in a reasonably foreseeable future. The employer and the union agree to abide by any obligations they may have under *The Saskatchewan Employment Act* and *The Saskatchewan Human Rights Code* when applying this article.**

## **11.05 Seniority List**

- a) The employer agrees to post a seniority list **three (3) times** per year. The parties agree that all seniority lists shall be posted on the union bulletin board.
- b) The seniority lists shall include each employee's:
  - i) Name;
  - ii) Date of hire;
  - iii) Employment status;
  - iv) Job classification;
  - v) Year-to-date seniority; and
  - vi) Total seniority.
- c) The first (1<sup>st</sup>) list is to be posted by **February 1<sup>st</sup>** reflecting the accrued seniority of each employee up to the last pay period in December of the preceding year.
- d) The second (2<sup>nd</sup>) list is to be posted by **May 1<sup>st</sup>** reflecting the accrued seniority of each employee up to the last pay period in March of the current year.
- e) An employee has until **September 1<sup>st</sup>** of each year to submit proof of error in the annual accrual of hours referred to in Article 11.05. Upon proof of error, the employer shall revise the seniority hours accordingly.

## **ARTICLE 12 – PROBATIONARY PERIOD**

### **12.01 Probationary Period for New Employees**

- a) All employees are subject to a probationary period of four hundred fifty (450) hours worked or six (6) months.
- b) At the commencement of and during the probationary period, the employer shall advise the probationary employee of the standards which they are expected to meet. Employees will also be advised of any deficiencies, and adequate time shall be allowed for such deficiencies to be corrected.
- c) By mutual agreement of the parties, an extension may be granted for up to three hundred twenty (320) hours worked. It is agreed that the improvements expected by the employer must be communicated in writing to the employee prior to the expiration of the original probationary period.
- d) During the probationary period, employees shall be entitled to all rights and benefits of this agreement, except with respect to discharge only for reasons of unsuitability. The local union office shall be notified, in writing, of discharge within seven (7) calendar **days**.

## **ARTICLE 13 – JOB POSTINGS AND VACANCIES**

### **13.01 Job Postings**

Vacancies or newly established positions shall be posted on the union bulletin board. All employees of the employer shall be eligible to apply for all such vacancies. Applications for job postings will be made in writing to the employer.

Vacancies shall be posted for at least seven (7) calendar days unless the parties mutually agree to a longer or shorter posting period. Copies of postings shall be forwarded to the local union officer.

### **13.02 Posting of Vacancies**

Job postings shall include:

- i) Job classification;**
- ii) A brief summary of the job description;**
- iii) Status;**
- iv) Required qualifications;**
- v) Pay range;**
- vi) Number of hours and shifts;**
- vii) Closing date; and**
- viii) Anticipated start date (which is subject to change).**

### **13.03 Filling of Vacancies**

- a) When filling vacancies, seniority, ability, qualifications, and merit, as determined by the employer, will be governing factors. Where seniority, ability, qualifications, and merit are relatively equal, seniority will be the deciding factor.
- b) Commencement of Job

Unless mutually agreed otherwise or in extenuating circumstances, an employee selected from the posting procedure shall commence the job on the date of commencement as stated on the original job posting.

- c) Letter of Appointment

All positions shall be confirmed in writing by a letter of appointment, which shall include:

- i) Status;
- ii) Job classification;
- iii) Pay range;
- iv) Number of hours and shifts per defined length of rotation; and

- v) Date of commencement of the position.

#### 13.04 Trial Period

- a) Employees who are reclassified, transferred, promoted, or demoted shall be considered on trial in their new position for the three hundred twenty (320) hours worked following the date the employee commences work in the new position.
- b) During the trial period, the employee may be returned to their former position without loss of seniority or pay if the employer determines the employee has not met the expected standards for the position or at the employee's request.

An employee can request to return to a former position one (1) time per calendar year.

#### 13.05 Temporary Vacancies

Temporary vacancies of three (3) months or longer shall be posted. Such temporary vacancies shall be awarded pursuant to Article 13.03.

If the employee who created the original vacancy returns, the temporary employee shall be returned to their permanent position.

#### 13.06 Call-In System

- a) Aims and Principles

The call-in system exists to ensure service continuity in the absence of staff. The call-in system shall be seniority driven.

- b) Call in Lists

The employer shall create seniority-driven call-in lists for all classifications. The opportunity for first part-time, then casual employees, to work additional shifts or enhance their hours shall increase according to seniority. This call-in system shall be straight time work only.

- i) Employees shall not perform call-in work while on:

- Absence(s) covered by **the Workers' Compensation Board** and/or **Disability Income Plan** and SGI income benefits;
- An approved leave(s) of absence (paid and unpaid), except as provided for in Article 17.05 or Article 17.01
- Vacation leave; and
- Sick leave.

ii) Call-in List Eligibility

New employees shall be included on the call-in list based upon their date of hire until such time as their seniority has been established pursuant to Article 11. In the event that the date of hire is the same for two (2) or more employees, call-in placement shall be determined by earliest month of birth.

Employees must fill out one (1) call-in work availability form for each call-in list where the employees perform call-in work.

## **ARTICLE 14 – LAY-OFF AN RE-EMPLOYMENT**

### **14.01 Lay-off**

A lay-off shall be defined as a reduction in staff or a reduction in the hours of work of any full-time or part-time employee. Lay-off does not apply to temporary or casual employees.

### **14.02 Notification of Lay-off**

The employer, insofar as is reasonably possible, will advise the union where layoffs may be contemplated, which will affect the bargaining unit. The employer shall provide fourteen (14) calendar days' notice to the union prior to issuing an initial notice of lay-off to affected employees.

All employees affected by lay-off shall receive written notice of lay-off.

**When laying off employees or recalling laid-off employees, seniority shall prevail, subject to the employees having the required qualifications and ability to perform the duties.**

### **14.03 Layoff Procedure**

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

**Step 1**

**Discuss proposed layoffs with the union.**

**Step 2**

**Provide the union with a bi-weekly reduction of hours per classification.**

**Step 3**

**Provide the union with revised blank schedules (of classifications that are directly affected or could be affected).**

**Step 4**

**Provide the union with an updated seniority list.**

**Step 5**

**Employees are informed of the reductions and explained the layoff process.**

**Step 6**

**Management and the union will set a date for employees to pick their position. Employees will be scheduled in appropriate time intervals in accordance with the updated seniority list (most senior first) in order to allow the employee sufficient time to make their choice. Employees will be entitled to either indicate their choice using the procedure above or accept the layoff. Both management and union representatives will be present at the meeting. The employee(s) will also have the choice of coming in or providing a number where they can be reached at their set time. Employees may put their name down on any available position for any classification other than their former classification (provided they are qualified or have the qualifications to perform the work).**

**Step 7**

**Employees with no available positions would receive their required working notice period or pay in lieu of notice pursuant to *The Saskatchewan Employment Act*.**

**Step 8**

**At the conclusion of this notice period, the new schedule becomes active.**

**It is further agreed that nothing prevents the employer and the union from mutually agreeing to another process not considered or listed in this article.**

- c) It is understood and agreed that if a classification has been affected by the layoff procedure, then that classification's schedule will be revised once a full or part-time employee's status in that classification changes from full-time to part-time, full-time to unscheduled part-time, or part-time to unscheduled part-time for a period in excess of twelve (12) weeks. A blank schedule will be made available for employees in that classification to reselect their positions. This process will be managed in a similar manner to Step 3 of the layoff procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications of an employee to perform the work for the purposes of the article, the employer shall not act in an arbitrary or unfair manner. Any dispute can be referred to arbitration.**

- d) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision.**
- e) It is the sole responsibility of the employee who has been laid off to notify the employer of their intention to return to work within seven (7) working days (exclusive of Saturdays, Sundays, and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the employer.**
- f) Employees on layoff or notice of layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.**
- g) A laid-off post-probationary employee shall retain the rights of recall for a period of eighteen (18) months.**

**14.04** In the event of recall of an employee for normal duties, the employer shall forward a registered letter to the employee who has been laid off addressed to the employee's last known address. The employee concerned must notify the employer within ten (10) days of receiving notification of recall by either direct contact or registered letter stating their acceptance or refusal of the employment offered. In the event that the employer is not contacted as herein stated or the employee refuses a recall, the said employee shall be deemed to be terminated. The employee shall be deemed to have received notice of recall seven (7) calendar days after the date of mailing.

**14.05** The employer shall not discharge, except for just cause, or lay off any employee without giving that employee not less than the notice required by *The Saskatchewan Employment Act*.

**14.06** The employer shall meet with each employee, in order of seniority, with a union representative present, to explain the layoff consequences.

#### **14.07 Local Negotiations**

Notwithstanding the above displacement procedures, the parties, at any time, can formulate special measures to modify the above displacement procedures to take into account the desire of the parties to minimize the impact of displacement or to deal with particular operational considerations.

#### **14.08 Orientation Period**

Employees who bump to new positions will be given reasonable orientation. The extent of the orientation will be explained to the employee and union in advance of the decision to bump.

#### **14.09 Trial Period Upon Displacement**

Employees who exercise their seniority rights to bump another employee in a different job classification shall be required to serve a trial period of three hundred twenty (320) hours worked.

#### **14.10 No New Employees Hired**

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

### **ARTICLE 15 – HOURS OF WORK**

#### **15.01 Hours of Work**

a) **Culinary/Housekeeping:**

Normal full-time hours of work shall be **from seventy-five (75) hours and up to the maximum of eighty (80) hours** in a two (2) week period divided into shifts of **either seven point five (7.5) hours, exclusive of a meal period, or eight (8) hours, exclusive of a meal period.**

b) **All Other Classifications**

Normal full-time hours of work shall be seventy-five (75) hours in a two (2) week period divided into shifts of seven point five (7.5) hours, exclusive of a meal period.

c) **Minimum report pay shall be three (3) hours at the employee's regular rate of pay.**

#### **15.02 Definition of a Day**

A day shall be any twenty-four (24) hour period calculated from the time that the employee commences the scheduled shift.

### 15.03 Definition of a Week

A week shall mean that period between the start of the Monday day shift to the end of the night shift on the immediately following Sunday.

### 15.04 Work Schedules

- a) A master rotation shall be developed and contain all guaranteed hours for all classifications.
- b) Confirmed work schedules shall be posted on the union bulletin board no less than two (2) calendar weeks in advance of the actual week being worked.
- c) **In no instance will any employee be required to work more than five (5) consecutive days without receiving their day off unless otherwise mutually agreed.**
- d) When an employee returns from any leave, the employee scheduled to work shall have **their** shifts cancelled without any notice and without any cost to the employer.
- e) By mutual agreement, the parties may negotiate an extended shift agreement.
- f) Where a change in the master rotation occurs, employees shall have the right to select a shift rotation within the same status, guaranteed hours, and classification on the basis of seniority.

### 15.05 Shift Trades

Shift trades shall be requested from their department manager (or designate) in writing two (2) days (excluding Saturdays and Sundays) in advance of trading. The manager shall respond within twenty-four (24) hours whether the exchange is approved or denied. The shift(s) so traded must be between qualified employees who have the ability to perform the work. Shift trades shall not be subject to the overtime provisions.

### 15.06 Rest Periods

- a) Employees who work more than four (4) hours but not more than six (6) hours shall receive one (1) fifteen (15) minute paid rest period.
- b) Employees who work more than six (6) hours shall receive two (2) fifteen (15) minute paid rest periods.
- c) 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.

### 15.07 Meal Periods

- a) One (1) unpaid meal period of one-half (½) hour shall be scheduled for each employee working a shift of at least five and one-half (5½) hours (exclusive of meal period). In the event an employee is required to work during the scheduled meal period, **such time shall be provided later in the shift, or they shall be paid at the applicable rate of pay per Article 15.01 or Article 15.08. If an employee is** required to stay on the premises during the meal period, such time shall be provided later in the shift or paid at the employee's regular rate of pay.
- b) The employer shall supply meals and rest period beverages to all employees at a reasonable cost. The employee shall have the option if they wish to participate in this or to provide their own meals and beverages.

### 15.08 Overtime

- a) All hours worked in excess of eight (8) hours in a day or eighty (80) hours in a two (2) week period shall be defined as overtime and paid at the rate of one and one-half (1½) times the regular rate of pay.
- b) A call-in system must first be utilized when replacing absent staff:
  - i) Overtime shall be offered to employees on the basis of seniority, provided the employee possesses the qualifications and the ability to perform the work.
  - ii) No employee shall be permitted or required to work in excess of sixteen (16) consecutive hours.
  - iii) In the event that the overtime is of a duration that is less than or equal to the minimum report period, it shall be offered to the senior employee already working.
  - iv) If there are no employees who accept the offer of overtime, the work shall be assigned by reverse order of seniority on a rotating basis.

### 15.09 Transportation Allowance

When an employee is requested and agrees to use **their** own automobile for **the** employer's business after the normal travel to work and before travelling home from work, such employee shall be paid mileage at the Esprit Corporate rate. The above arrangements may be altered by mutual agreement between the union and the employer.

### **15.10 Deviation from Posted and Confirmed**

When an employee is required to change their hours from the confirmed work schedule as a result of an employer directive, the employee shall be paid a premium at the rate of time and a half (1.5X) of their regular rate of pay for hours that were not included in the confirmed schedule for the first three (3) shift(s) so changed. The premium shall not apply when an employee and the employer mutually agree to a change to the confirmed schedule. In cases of emergency, the premium rate shall only apply to the first shift changed.

### **15.11 Rest Periods Between Shifts**

Failure to provide at least eight (8) hours rest between shifts shall, except as mutually agreed otherwise between the parties to this agreement, result in payment of overtime at established rates for any hours worked during such rest period(s).

### **15.12 No Split Shifts**

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

## **ARTICLE 16 – PAID HOLIDAYS**

### **16.01 Paid Holidays**

For the purpose of this agreement, the following shall be considered paid holidays:

New Year's Day	Labour Day
Family Day	<b>National Day for Truth and Reconciliation</b>
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Saskatchewan Day	

and all other provincially and civically proclaimed holidays, provided, however, that a civically declared holiday in lieu of the above-named paid holiday shall not be considered a holiday.

### **16.02 Full-Time Employees**

#### **a) Paid Holiday on Scheduled Day Off**

Where a paid holiday falls on a full-time employee's regular or scheduled day off, such employee shall receive paid holiday pay equal to a regular day's pay. During

a week with a public holiday, employees shall receive overtime at the rate of time and one-half (1 ½) their regular rate of pay after working thirty-two (32) hours.

b) Working on a Paid Holiday

Full-time employees required to work on any of the holidays described in Article 16.01 shall be paid at the rate of time and one-half (1 ½) their regular rate of pay, plus paid holiday pay equal to a regular day's pay.

**16.03 All Other Than Full-Time Employees**

All other than full-time employees shall receive pay for the above holidays calculated at the rate of three-point eight five percent (3.85%) of regular hours worked in each pay period. In addition, work on a paid holiday shall be paid at the rate of time and one-half (1 ½) their regular rate of pay.

**ARTICLE 17 – LEAVE OF ABSENCE**

**17.01 General Leave of Absence/Education Leave**

An unpaid leave of absence may be granted to an employee insofar as the regular operation of the 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 to the manager or designate. An employee granted a leave of absence under Article 17.01 shall not earn sick leave credits, annual vacation credits, or paid 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.

**17.02 Paid Bereavement Leave**

Employees shall be granted leave without loss of pay and benefits for their scheduled hours of work in the case of the death or the imminent death of a parent, grandparent, spouse, common-law spouse, fiancé, brother, sister, child, equivalent step relationships, mother-in-law, father-in-law, brother or sister-in-law, and grandchild. Such leave shall be for up to three (3) consecutive days to attend a funeral or imminent death in the province and up to four (4) consecutive days for a funeral out-of-province in excess of **four hundred (400) kilometres**. All relationships shall include those arising from common-law and same-sex relationships.

Paid bereavement leave must be taken between the day of death and one (1) day after the funeral.

Additional unpaid leave of up to four (4) days may be granted on request. The employee shall notify the manager at least twenty-four (24) hours in advance of taking this leave. Proof of death may be required to qualify for the leave.

### **17.03 Union Leave**

Insofar as the regular operation of the home permits, a reasonable number of designated employees shall, upon reasonable notice, be granted leave of absence to attend business meetings, schools, seminars, and conventions in connection with union affairs. The union shall reimburse the employer, monthly, the pay for such leave taken in accordance with Article 17.03 upon receipt of appropriate invoices.

The employer agrees to continue to pay normal salary and benefits to employees delegated on a short-term basis of one (1) month or less to attend to union business as referred to in this clause and that the home is to charge the 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 Unemployment Insurance premiums;
- iv) Employer's share of Saskatchewan Association of Health Organizations pension contributions or equivalent;
- v) Employer's share of group insurance premiums;
- vi) Employer's share of disability income contributions; and
- vii) Workers' Compensation premiums;

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 above, an appropriate amount for the following benefits:

- i) Vacation
- ii) Sick leave
- iii) Paid holidays

### **17.04 Jury or Court Witness Duty Leave**

The employer shall grant leave of absence without pay or other benefits to an employee who is summoned or serves as a juror or is summoned as a witness in any court.

### **17.05 Maternity, Adoption, Parental Leave**

An employee shall be entitled to maternity, adoption, and parental leave without pay, in accordance with *The Saskatchewan Employment Act*, provided that the required notice and necessary certification are submitted to the employer.

Leave of absence for maternity may be extended if medically supported by the employee's doctor.

An employee granted leave under this article shall not earn vacation credits, sick leave credits, or paid holiday pay for the period so granted and shall provide at least four (4) weeks' written notice to the employer prior to the date on which such employee wishes to resume employment. Seniority shall be earned for the entire period.

#### **17.06 Citizenship Ceremony**

An employee shall be allowed up to four (4) hours off with pay to attend their Canadian citizenship ceremony.

#### **17.07 Medical Care Leave**

Employees shall endeavour to schedule medical appointments and/or the maintenance of personal health care outside of scheduled work time. In the event the employee is unable to do so, the employee may be granted time off. Such time off shall not exceed sixteen (16) working hours per fiscal year, except in extenuating circumstances. Such time shall be deducted from the employee's sick leave credits. On request, employees will be required to show proof of such care. For other than full-time employees, this shall be pro-rated.

### **ARTICLE 18 – SICK LEAVE**

#### **18.01 Definition of Sick Leave**

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

#### **18.02 Notice of Illness**

Employees who may be absent from duty due to illness or injury shall notify their immediate supervisor or designate as soon as possible prior to the commencement of the scheduled shift indicating the expected duration of such illness.

The employee shall inform the supervisor of the anticipated date of return to work and any limitations or restrictions as specified by their physician and/or medical practitioner.

#### **18.03 Accumulation of Sick Leave**

**Effective January 1, 2025:**

- a) Full-time employees shall earn sick leave credits at the rate of **seven (7) days per year (0.583 days per month)**.

- b) Sick leave credits for part-time employees shall be calculated as follows:

$$\frac{\text{Number of hours eligible for entitlement} \times 7}{\text{Full prescribed hours per year}} = \text{sick leave credit}$$

- c) Hours eligible for entitlement shall include paid hours exclusive of overtime plus the first (1<sup>st</sup>) thirty (30) consecutive calendar days of an unpaid leave.
- d) Sick leave credits for all employees shall accumulate to a maximum of **seven (7)** working days. Up to **seven (7)** days may be carried over to the next year.
- e) The employer agrees to provide an employee's accumulated sick leave credits upon request.

#### **18.04 Deductions from Sick Leave Credits**

A deduction from an employee's sick leave credits shall be made when an employee is absent because of illness or disability.

#### **18.05 Verification of Illness**

Medical verification may be requested 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.

#### **18.06 Return to Work and Duty to Accommodate**

- a) The employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability, or as a consequence of limitations as a result of illness or injury or who otherwise require accommodation as set out in *The Saskatchewan Human Rights Code, The Saskatchewan Human Rights Code Regulations, or The Saskatchewan Employment Act*. A return to work or duty to accommodate shall provide a process to allow a disabled employee to return to work. Accommodation of employees within the workplace is a shared responsibility between the employer, the union, and the employee. All parties shall work cooperatively to foster an atmosphere conducive to accommodation.
- b) **Medical Information**

It will be the responsibility of the employee returning to work to provide the employer with initial medical evidence of the limitations or restrictions associated with the disability, injury, or illness. Further information, if required, shall be provided to the employer. The assessment requested by the employer must be

specific to the disability, injury, or illness giving rise to the accommodation process and shall include the following:

- i) A prognosis for return, with or without limitations;
  - ii) Objective medical evidence, as provided by the employee's medical practitioner, as to the employee's fitness to perform the specific duties of **their** current job or the accommodation being considered; and
  - iii) How long any limitations or restrictions may last. The employer's request for the above medical information shall be reduced to writing **and** given to the employee, and the employee shall provide the request to **their** medical practitioner. The employer shall not contact the employee's physician and/or medical practitioner(s) without the employee's written consent.
- c) Waiver of Posting Provisions

The union acknowledges that, with due regard to the seniority and posting provisions in the collective agreement, a job vacancy may also be considered to facilitate an employee's return to work/accommodation.

## **ARTICLE 19 – VACATION**

### **19.01 Vacation Year**

“Vacation Year” means the twelve (12) month period commencing on the first (1<sup>st</sup>) day of January in each calendar year and concluding on the thirty-first (31<sup>st</sup>) day of December of the same calendar year unless prior agreement provided alternate dates. Employees shall be entitled to annual vacation credits earned during the calculation period but taken in the following year.

### **19.02 Vacation Credits**

**Effective the January 1, 2025 vacation year:**

All full-time employees, except as otherwise provided in this agreement, shall earn vacation credits on the following basis:

- a) during the first (1<sup>st</sup>) and subsequent years of continuous employment, fifteen (15) working days.
- b) during the sixth (6<sup>th</sup>) and subsequent years of continuous employment, twenty (20) working days.

- c) during the **fifteenth** (15<sup>th</sup>) and subsequent years of continuous service, twenty-five (25) working days.

All other employees shall earn vacation credits on the following basis:

$$\frac{\text{Number of hours eligible for entitlement}}{\text{Full prescribed hours per year}} \times \text{benefit} = \text{vacation credits}$$

**Casual employees shall receive vacation pay with their bi-weekly pay.**

NOTE: Hours eligible for entitlement shall mean all regular hours worked, hours of paid vacation, hours of paid sick leave, hours of paid holiday pay, hours of any other paid leave, and hours absent for approved leave under Article 17.03.

Continuous employment shall be calculated from the last time the employee received an increase in the vacation credit benefit [e.g., the date the vacation credit benefit changed from three (3) weeks to four (4) weeks].

### **19.03 Vacation Pay**

- a) Vacation credits shall be paid out at the employee's current rate of pay.
- b) Employees shall receive vacation pay on regular paydays.
- c) Casual employees shall receive vacation pay on each payday.

### **19.04 Choice of Annual Vacation Dates**

In February of each year, the employer 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 in the department. Employees shall indicate their choice by March 15<sup>th</sup>. However, employees who do not request annual vacation before March 15<sup>th</sup> 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 1<sup>st</sup>.

### **19.05 Displacement of Vacation**

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

- a) Bereavement leave; or
- b) Sick leave, which results in hospitalization.

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.

**19.06 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 salary or wages in lieu of such vacation.

**19.07 Work During Vacation**

No employee shall be required to work during the employee's scheduled vacation unless mutually agreed.

**19.08 Deferral of Vacation Credits**

If an employee has not taken the full vacation entitlement in a particular year, approval may be granted to defer to the following vacation year a maximum of forty (40) hours. Any vacation credits not taken or deferred during a vacation year shall be paid out at straight-time rates.

**19.09 Access to Vacation Pay**

An employee shall have access to their vacation pay as earned.

**ARTICLE 20 – PAYMENT OF WAGES**

**20.01 Salary Scales**

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

**20.02 Payment of Wages**

Payment of wages shall be in accordance with the following:

- a) Employees shall be paid actual earnings on a bi-weekly basis;
- b) Paydays shall be every other Thursday.
- c) Employees pay shall be deposited directly into the employees' accounts at a major banking institution of the employees' choice.

- d) Current deductions shall be made as required by federal and provincial legislation, and no other deductions may be made without the written consent of the employee concerned, except as otherwise provided for in this agreement.

**20.03 Professional Fees**

The employer shall pay the professional fees for eligible full-time employees during the second (2<sup>nd</sup>) and subsequent years of employment. Proof of payment shall be required. This benefit does not apply to employees whose professional fees are reimbursed by another employer. If the employee leaves prior to completing the term associated with the professional fee, the employee shall repay the employer the professional fees for that year

**20.04 Increments**

All employees shall receive pay increments for a position so worked upon the completion of the full-time hours of service in that position as calculated from the date the employee last entered the service of the employer or last date of promotion in that position, whichever is most recent.

**20.05 Weekend Premium**

**Effective January 1, 2024, for team members employed on the date of ratification:**

Employees shall be paid a weekend premium of **twenty cents (\$0.20)** for all hours worked between the start of the day shift on Saturday and the end of the night shift on Sunday.

**20.06 Night Premium**

**Effective January 1, 2024, for team members employed on the date of ratification:**

Employees shall be paid a night premium of **fifty-five cents (\$0.55)** per hour for all hours worked on a night shift.

**ARTICLE 21 – GENERAL PROVISIONS**

**21.01 Union Bulletin Boards**

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

### **21.02 Union Storage Space**

The employer shall provide the union with space on the premises for the storage of files and materials in a filing cabinet.

### **21.03 Reimbursement of Expenses**

The employee shall be reimbursed for all authorized and substantiated expenses incurred while performing required duties on behalf of the employer.

## **ARTICLE 22 – ACCESS TO PERSONNEL FILE**

**22.01 An employee may request, in writing, an opportunity to view their personnel file in the presence of their supervisor or delegated representative at a mutually agreeable time and date. The request shall be made at least one (1) week in advance of the review. The employee is entitled to receive an electronic copy of the file if requested. The information the employee may review will be their application form, any written evaluation, or formal disciplinary notations or incident reports in the file. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the personnel file.**

## **ARTICLE 23 – EMPLOYEE BENEFITS PLAN**

**23.01 Eligible employees (as outlined in the group benefits policy) shall be entitled to health and welfare benefits under health, vision, travel, and dental provisions. Please refer to the benefits booklet and/or policy for details of coverage.**

**23.02 It is acknowledged and agreed that benefits eligibility and coverage are governed by the benefit plan policy. Therefore, the terms and conditions as outlined in the policy and/or booklet shall prevail. Any changes to the plan that may have financial implications for members has to be mutually agreed upon by both parties.**

## **ARTICLE 24 – SAFETY AND HEALTH**

### **24.01 Occupational Health and Safety Act and Regulations**

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

## 24.02 Occupational Health and Safety Committee

- a) An occupational health and safety committee, provided for under *The Saskatchewan Employment Act, Part III, Occupational Health and Safety*, shall be implemented within the operations of the employer.
- b) A committee member who attends an occupational health and safety committee meeting during scheduled hours of work, such employee shall be released from duty without loss of pay.
- c) A committee member who attends an occupational health and safety committee meeting shall be credited the time as hours worked at regular rate(s) of pay.
- d) The union will elect or select the CUPE members of the occupational health and safety committee.

## 24.03 Harassment

- a) The union and the employer recognize the right of employees to work in an environment free of harassment and will work jointly to achieve that goal.
  - i) Harassment means any objectionable conduct, comment, or display by a person that is directed at a worker, constitutes a threat to the health or safety of the worker; and
  - ii) Is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry, or place of origin, union activity; or
  - iii) Is a repeated intentional sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential; or
  - iv) Is unsolicited, unwelcome, disrespectful, or offensive behaviour directed at another person. These actions may be identified as repeated intentional offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation. This is intended to include personal harassment and/or bullying.
- b) The union and employer shall monitor harassment policies through the occupational health and safety committee and shall ensure that:
  - i) Individuals are aware of the seriousness with which the union and the employer view harassment;

- ii) Incidents are investigated promptly, objectively, and in a sensitive, confidential manner. Investigations shall be carried out in accordance with specific harassment policies, and the union shall be advised upon initiation of a formal investigation and shall be kept advised; and
- iii) The necessary corrective action is taken.
- c) If an employee believes **they have** been harassed, the employee should:
  - i) If comfortable, make **their** disapproval and/or unease known to the offending individual in a timely manner by clearly stating that the behaviour or remark is unwelcome and telling the person to stop.
  - ii) If the harassment or discrimination does not stop, the employee should discuss the problem with **their** supervisor. If the supervisor is the alleged harasser, or for some reason the complainant feels uncomfortable discussing the problem with **their** supervisor, the employee may approach the next high level of management or a union representative.
- d) The union and the employer agree that an employee shall not be disciplined or incur any adverse consequences as a result of having submitted either a verbal or written complaint of harassment in good faith.

#### **24.04 Referral of Health/Safety/Workload Concerns**

- a) Employees who have a health or safety concern should endeavour to resolve that concern by first referring the concern to the immediate supervisor.
- b) An employee has the right to refuse to perform any particular act or series of acts if **they have** reasonable grounds to believe that the acts or series of acts is unusually dangerous to **their** health or safety or may similarly endanger another person at the workplace until steps have been taken to resolve the matter in accordance with *The Saskatchewan Employment Act, Part III, Occupational Health and Safety*. The employee shall inform **their** supervisor without delay of such refusal. It is agreed that the employee shall not suffer any loss of wages, benefits, or seniority as a result of such refusal. The employer may temporarily assign the employee alternate work.
- c) The employer shall provide the employee with all necessary, relevant information regarding precautions required to ensure the health and safety of the employee or others **with** respect to the potential risks and hazards presented by the clients/residents in the care of the employee.

- d) When an incident demonstrates that a client's behaviour may constitute a risk to the safety of another client or employee, a meeting shall be convened within twenty-four (24) hours to conduct a reassessment and appraisal of the client to consider and implement alternative options for care delivery to ensure the safety of employees and other residents.
- e) The employer shall communicate, through policy, clear, safe working practices in order to reduce the risk of workplace injury in the event the workplace is short-staffed.

#### **24.05 Medical Examination**

- a) If pre-employment or subsequent medicals or immunizations should be required by the employer, or under current legislation, time lost due to such requirements shall not result in loss of pay or sick leave credits.
- b) Employees who are quarantined by the medical health officer or prohibited from working by the employer or the medical health officer as a result of exposure to an infectious disease as a result of employment with **Sienna Senior Living Inc., operating as Aspira** Yorkton Crossing shall not suffer any loss of pay or reduction in sick leave credits.

#### **24.06 Proper Accommodation**

The employer agrees to provide proper accommodation for employees to have meals and store and change their clothes.

#### **24.07 Working Alone**

The union and employer shall monitor policies to reduce risks to employees working alone. Such policies shall be maintained and enforced by the employer, subject to *The Saskatchewan Employment Act, Part III Occupational Health and Safety and Regulations*.

#### **24.08 Violence in the Workplace**

The employer and the union agree that violence against employees in the workplace is not desirable and agree to work together to eliminate violence in the workplace. To that end, the following shall apply:

- a) Definition of Violence

Violence shall be defined as the attempted, threatened, or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives an employee reasonable cause to believe that they are at risk of injury during the course of **their** employment.

b) Violence Policies and Procedures

In compliance with *The Saskatchewan Employment Act, Part III Occupational Health and Safety*, the **union and employer** shall monitor violence in the workplace policies through the occupational health and safety committee. The employer will ensure a policy is developed to address the prevention of violence **and** the management of violent situations to reduce the causal factors of violence and to provide support to employees who have faced violence.

**NEW PROVISIONS**

All provisions are effective the date of signing of the collective agreement by both parties unless specified otherwise.

**SIGNING PAGE**

IN WITNESS WHEREOF, the parties hereto have cause these presence to be executed this

24th day of October, 2024

on behalf of Canadian Union of Public  
Employees, Local 5432

*Carolyn Heinrich*  
Carolyn Heinrich (Nov 1, 2024 09:12 MDT)

*Tina Herman*  
Tina Herman (Nov 1, 2024 19:47 MDT)

*Sheri Coutts*  
Sheri Coutts (Nov 2, 2024 11:00 MDT)

on behalf of **Sienna Senior Living Inc.,  
operating as Aspira Yorkton Crossing**

*Dea Mantel*  
Dea Mantel (Nov 5, 2024 13:41 PST)

*Phyllis Stangier*  
Phyllis Stangier (Nov 6, 2024 13:42 CST)

AOO/bs:cope491

**SCHEDULE "A"**

**Rates of Pay**

	<b>STEP</b>	<b>January 1, 2024 2.00%</b>	<b>January 1, 2025 2.50%</b>	<b>January 1, 2026 2.00%</b>
<b>LPN*</b>	start	\$36.13	\$37.03	\$37.77
<b>Resident Assistant</b>	start	\$17.46	\$17.90	\$18.26
	after 1950 hours	\$17.83	\$18.28	\$18.64
	after 3900 hours	\$18.20	\$18.65	\$19.02
	after 5850 hours	\$18.56	\$19.03	\$19.41
<b>Dishwasher</b>	start	\$15.10	\$15.47	\$15.78
	after 2080 hours	\$15.64	\$16.03	\$16.35
	<b>after 4160 hours</b>		<b>\$16.33</b>	<b>\$16.65</b>
<b>Cook*</b>	start	\$18.03	\$18.48	\$18.85
	after 2080 hours	\$18.68	\$19.14	\$19.53
	after 4160 hours	\$18.93	\$19.40	\$19.79
<b>Kitchen Assistant</b>	start	\$15.64	\$16.03	\$16.35
	<b>after 2080 hours</b>		<b>\$16.33</b>	<b>\$16.65</b>
	<b>after 4160 hours</b>		<b>\$16.63</b>	<b>\$16.95</b>
<b>Dining Room Server</b>	start	\$16.44	\$16.85	\$17.19
	after 2080 hours	\$17.02	\$17.45	\$17.80
	<b>after 4160 hours</b>		<b>\$17.75</b>	<b>\$18.10</b>
<b>Housekeeper</b>	start	\$16.97	\$17.40	\$17.75
	after 2080 hours	\$17.27	\$17.70	\$18.05
	after 4160 hours	\$18.14	\$18.59	\$18.96
<b>Receptionist/Concierge</b>	start	\$16.38	\$16.79	\$17.13
	after 1950 hours	\$16.68	\$17.09	\$17.44
	<b>after 3900 hours</b>		<b>\$17.39</b>	<b>\$17.74</b>
<b>Bus Driver</b>	start	\$18.68	\$19.14	\$19.53
	<b>after 1950 hours</b>		<b>\$19.44</b>	<b>\$19.83</b>
	<b>after 3900 hours</b>		<b>\$19.74</b>	<b>\$20.13</b>
<b>Life Enrichment Assistant</b>	start	\$18.03	\$18.48	\$18.85
	<b>after 1950 hours</b>		<b>\$18.78</b>	<b>\$19.15</b>
	<b>after 3900 hours</b>		<b>\$19.08</b>	<b>\$19.45</b>
<b>Medication Care Partner</b>	Start	\$20.81	\$21.33	\$21.75

\* + \$1.00/hr for Red Seal

Step increments at one year of fulltime hours

\* lump sum payments retro each year based on hours worked. Example, if nurse worked 1950 in the year, take % increase of 1.5% (\$36.13 x 1.5% = \$0.54) and multiply by hours: 1950 x \$0.54 = \$1053 retro