

Collective Agreement

BETWEEN

BRIGHTWATER SENIOR LIVING OF CAPITAL CROSSING

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5513

RATIFIED EFFECTIVE 13 July, 2025



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PREAMBLE

Whereas it is the desire of both parties to this Collective Agreement:

- a) To maintain and improve the harmonious relations between the Employer and the Union;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, hours of work and rates of pay;
- c) To encourage efficiency in operation;
- d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- e) 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;
- f) To provide for collaboration between the parties in order to maximize occupancy and to ensure optimum care and services to residents in an efficient manner; and
- g) To provide compassionate care for residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity that they deserve;

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 a collective agreement;

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

ARTICLE 1 – TERM OF COLLECTIVE AGREEMENT

1.01 Term of Collective Agreement

This Collective Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after ratification by both parties, up to and including December 31, 2027, and from year to year thereafter, unless notification of desire to amend be given in writing.

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

1.02 Open Period

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

1.03 No Illegal Strike or Lockout

The parties agree that, during the life of this Collective Agreement, there shall be no strike, slow down or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Employer. Employees who participate in, support or encourage any strike, slow down or work stoppage during the life of this Collective Agreement shall be subject to dismissal.

ARTICLE 2 – INTERPRETATION

2.01 Definitions

- a) **Casual employee** means an employee who works on a call-in basis and is not regularly scheduled in advance.
- b) **CUPE and the Union** means the Canadian Union of Public Employees, Local 5513.
- c) **Employer** means Brightwater Senior Living of Capital Crossing located in Regina, Saskatchewan.
- d) **Full-time employee** means an employee who is regularly scheduled to work thirty (30) or more hours per week.
- e) **Grievance** means any difference or dispute between the Employer and any employee or employees, or the Union.
- f) **Part-time employee** means an employee who is regularly scheduled to work less than thirty (30) hours per week.
- g) **Seniority** means the length of service of an employee with the Employer in the bargaining unit in accordance with the terms of this Collective Agreement.
- h) **Union representative** means a representative of the Canadian Union of Public Employees, national office or a Union officer or steward.
- i) **Day** means calendar day unless otherwise stated;

- j) **Week** means calendar week unless otherwise stated; and
- k) **Month** means calendar month unless otherwise stated.

2.02 Use of Singular, Plural, Masculine or Feminine Terms

Whenever the singular, plural, masculine or feminine is used in this Collective Agreement, it shall not be considered as a reference to gender.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Management Rights

The Employer reserves all management rights and functions including the following:

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

3.02 Retention of all Management Rights Not Specifically Limited

The Employer retains all management rights not limited by the terms of this Collective Agreement.

3.03 No Violation of Collective Agreement

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

ARTICLE 4 – RECOGNITION AND NEGOTIATION

4.01 Recognition

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

- LRB File No. 204-22

All employees of Brightwater Senior Living of Capital Crossing at the Employer's operations at its North Argyle Street location in Regina, Saskatchewan, excluding:

1. Executive Director;
2. Health Services Director;
3. Staff Educator;
4. Resident Care Manager;
5. Nursing Relations Coordinator;
6. Chef;
7. Dining Services Manager;
8. Maintenance Manager;
9. Operations & Administration Director;
10. Business Office Manager;
11. Environmental Services Manager;
12. Community Engagement Manager;
13. Sales & Marketing Manager;
14. Executive Assistant/Staff Scheduler; and

excluding all other managers and those above the rank of manager, and those employees employed in a confidential capacity pursuant to section 6-1(1)(h)(i)(B) of *The Saskatchewan Employment Act*, is an appropriate unit of employees for the purposes of bargaining collectively.

4.02 Union Officers and Stewards

The Union will supply the Employer with the names of its officers and stewards in order that the Employer may carry out the provisions of this Collective Agreement.

4.03 Negotiation

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

4.04 Notice of Meeting and Union Representation

Any employee requested to meet with the Employer with respect to discipline or work performance shall be informed, a reasonable time prior to the meeting, of the nature of the meeting. The employee shall have the right, in their discretion, to have a Union representative present at the meeting. The Union shall provide the Employer with a form to provide to employees who choose to decline Union

representation at the meeting. The Employer agrees to provide employees who decline Union representation with the form provided by the Union. The Employer will send the Union a copy of the signed form and, if employees refuse to sign the form, the Employer will advise the Union of such refusal.

4.05 Permission to Leave Work for Union Business

Employees of the Employer who are Union representatives shall be entitled to leave their work during working hours in order to carry out their functions under this Collective Agreement, including attendance at meetings with the Employer and participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the employee's immediate out-of-scope supervisor. Absences must not interfere with the normal operations of the Employer.

4.06 No Loss of Pay for Union Representatives

Employees of the Employer who are Union representatives will not suffer a loss of pay for regular working hours scheduled if such hours are spent attending on disciplinary meetings or spent negotiating disputes and grievances under this Collective Agreement.

4.07 Union Bulletin Board

The Employer shall provide one bulletin board which shall be placed so that all employees will have ready access to it. Any notices or materials posted on the bulletin board by the Union or its representatives shall be provided to the Employer before they are posted. Offensive or derogatory notices or materials are not permitted.

4.08 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, instruction, experimentation or as mutually agreed by the parties. Notwithstanding the previous sentence, if all in-scope options are exhausted, including overtime, out of scope employees may work any available hours.

The work of volunteers will not be precluded provided they are supernumerary.

4.09 Union-Management Committee

A union-management committee shall be established consisting of executive members of the Union and representatives of the Employer 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.

Function of Committee

The committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- (b) Promoting safety and sanitary practices.
- (c) Reviewing suggestions from employees, questions of working conditions and service.
- (d) Correcting conditions causing grievances and misunderstandings.

Meetings of Committee

The committee shall meet quarterly at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

Jurisdiction of Committee

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

The committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 5 – NO DISCRIMINATION

5.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of religion, creed, marital status, family status, sex, gender, sexual orientation, disability, age, colour, ancestry, nationality, place of origin, race or perceived race, receipt of public assistance, gender identity, membership or activity in an employer's organization, a trade union or the Union or any other prohibition of *The Saskatchewan Human Rights Code, 2018* as amended.

ARTICLE 6 – UNION SECURITY AND DUES CHECK-OFF

6.01 Union Membership

Every employee who is now or later becomes a member of the Union shall maintain membership in the Union as a condition of the employee's employment. Every new employee shall, within thirty (30) days after the commencement of the employee's employment, apply for and maintain membership in the Union as a condition of the employee's employment.

Notwithstanding the above paragraph, any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of the employee's employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

6.02 Dues Check-off

The Employer shall deduct and pay to the Union, within fifteen (15) days following the completion of the last payroll period in the calendar month out of the wages due to the employees, the Union dues, initiation fees and assessments of the employees. The payment shall be forwarded to the national secretary-treasurer of the Canadian Union of Public Employees and shall be accompanied by a list of the names of all employees from whose wages deductions have been made. A copy of this list shall also be forwarded to the secretary of the Union.

6.03 Dues

The Union shall provide at least thirty (30) days advance written notice to the Employer of the amount of dues to be deducted from the employees' wages or

any change in the amount of dues to be deducted. Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

6.04 List of Employees and Notification of Staff Changes

The Employer agrees to provide the Union, on or before March 1 of each year, with a list of in-scope employees and their last-known address and telephone number.

A notification identifying any in-scope employee changes, such as appointments, transfers, promotions, demotions, terminations and the date they occur, will be provided to the Union as they occur.

6.05 New Employees

- (a) The Employer agrees to acquaint new employees with the fact that this 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) The Employer shall, at the time of hiring, provide the employee with a Union dues authorization form, supplied to the Employer by the Union, and have the new employee sign a Union membership card, also supplied to the Employer by the Union.
- (c) The Employer agrees that a Union representative will be given the opportunity to interview each newly-hired employee who is not a member of the Union once during the employee's first two weeks of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Collective Agreement. Such interview may take up to fifteen (15) minutes and may take place on the Employer's premises at a time and location designated by the Employer.
- (d) The Employer shall provide the Union with storage space on the Employer's premises for storage of collective agreements, Union membership cards and other similar documents that are to be provided to new employees.

6.06 No Individual Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

6.07 Change of Personal Information

It shall be the responsibility of each employee to notify the Employer of any change of name, marital status, address, or telephone number. A copy of such notification shall be forwarded to the Union.

6.08 Correspondence

All correspondence between the parties, arising out of this Collective Agreement or incidental thereto shall pass to and from the Executive Director or their designate and the Recording Secretary of the Union with a copy sent to the local president.

ARTICLE 7 – DISCIPLINE

7.01 Discipline

- (a) No employee shall be disciplined 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. It is understood that, depending on the seriousness of the conduct or circumstances, the Employer may forgo steps of progressive discipline. The usual steps of progressive discipline are as follows:
 - 1. Verbal warning
 - 2. Written warning
 - 3. Suspension without pay
 - 4. Dismissal
- (b) Where an employee is placed on an administrative leave with pay, including for investigation purposes, it shall not be considered discipline. An employee placed on an administrative leave with pay shall incur no loss of pay or benefits.
- (c) When an employee is dismissed or suspended, the employee and the Union shall be advised of the reasons for the dismissal or suspension in writing.

7.02 Access to Personnel File

An employee shall have the right to have access to and review their personnel file upon reasonable notice to the Employer. With written consent from an employee and upon reasonable notice to the Employer, a Union representative shall have access to the employee's personnel file.

7.03 Removal of Disciplinary Records from Personnel File

Upon written request by the employee, records of disciplinary action will be reviewed by the Employer after thirty-six (36) months, exclusive of approved leaves of absences, 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.

7.04 Designation of Immediate Out-of-Scope Supervisor

Every employee shall be notified of their immediate out-of-scope supervisor by means of an updated organizational chart to be posted annually by March 1.

ARTICLE 8 – SENIORITY

8.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Seniority shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall, in accordance with the provisions of this Collective Agreement. Seniority shall operate on a bargaining unit wide basis.

8.02 Seniority List

- (a) The Employer agrees to post a seniority list by March 1 of each year reflecting the accrued seniority of each employee up to the last pay period in December of the preceding year on the Union bulletin board.
- (b) The seniority list shall include each employee's:
 - (i) Name;
 - (ii) Date of hire;
 - (iii) Employment status;
 - (iv) Job classification; and
 - (v) Seniority.
- (c) An employee has until May 1 of each year to submit proof of error in the annual accrual of hours. Upon proof of error, the Employer shall revise the seniority date accordingly.

8.03 Probationary Employees

Newly-hired employees shall be considered on a probationary basis for the later of three (3) months or four hundred and fifty (450) hours from the date of hiring, during which time the Employer will assess their suitability. By mutual agreement of the parties, an extension to the probationary period may be

granted for up to three (3) months or four hundred and fifty (450) hours, whichever comes later. After completion of the probationary period, seniority shall be effective from the original date of employment.

8.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness supported by a medical practitioner's note or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:

- (a) They are dismissed for just cause and not reinstated;
- (b) They voluntarily retire or resign in writing;
- (c) They fail to return to work within seven (7) days following a layoff and after being notified by registered mail to do so, unless as a result of sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- (d) They are laid off in excess of twelve (12) months;
- (e) They are a casual employee who has not worked for a period of thirty (30) days exclusive of approved leaves of absence; or
- (f) They are employed in an out-of-scope position with the Employer for more than one year.

8.05 Seniority and Appointments Outside Bargaining Unit

No employee shall be appointed to a position outside the bargaining unit without their written consent. An employee who consents in writing to be appointed to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such appointment.

In the event that the employee is returned by the Employer to a position within the bargaining unit within twelve (12) months of the appointment, the employee shall be credited with the seniority held immediately prior to the appointment and shall resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months from the appointment shall forfeit all bargaining unit seniority, unless otherwise agreed between the parties. No dues shall be deducted from the employee's pay earned outside of the bargaining unit.

ARTICLE 9 – PROMOTIONS AND VACANCIES

9.01 Vacancies

a) Postings

Vacancies and new positions within the scope of this Collective Agreement, except temporary vacancies less than six (6) weeks, shall be posted in a manner accessible to all employees with a copy to the Union. The position shall be posted for a period of at least seven (7) days so that interested employees can apply.

b) Information in Postings

Postings shall contain the following information: nature of the position, qualifications, shift, wage or salary rate or range, closing date, anticipated start date. The parties agree that vacancies may be advertised simultaneously internally and externally. The Employer shall reasonably consider and give first preference to internal candidates.

c) Temporary Vacancies Less than Six (6) Weeks

There is no obligation upon the Employer to post short term temporary vacancies. Such positions shall not exceed six (6) weeks, except with the agreement of the Union. An in-scope employee assigned to a short term temporary vacancy shall receive the higher of the employee's regular wage or the wage rate of the filled position and, upon completion of the term of the vacancy, shall revert to the employee's previous position and wage rate. The parties agree that vacancies may be advertised simultaneously internally and externally. The Employer shall reasonably consider and give first preference to internal candidates.

d) Regular Temporary Vacancy Postings More than Six (6) Weeks

Temporary vacancies will be posted stating that the position is limited and shall indicate the estimated duration of the position, which shall not exceed six (6) months, except in cases of backfilling in for leaves of absence in excess of six (6) months pursuant to this Collective Agreement or as otherwise agreed to between the parties. An in-scope employee appointed to a regular temporary vacancy shall receive the wage rate of the filled position and, upon completion of the term of the vacancy, shall revert to the employee's previous position. An employee filling a regular temporary vacancy shall not bid on any other vacancy postings until the completion of the term of the vacancy.

e) Filling Positions

Posted positions within the scope of this Collective Agreement shall be filled on the bases of seniority, ability, qualifications and merit as evaluated by the Employer to perform the work satisfactorily.

f) Successful Applicant

The name of the successful applicant shall be posted in a manner accessible to all employees with a copy to the Union. The successful applicant shall be appointed to the new position within twenty (20) days or as soon as is reasonably possible.

9.02 Trial Period

- (a) Employees who are transferred or promoted to a new position shall be considered on trial in their new position for the later of three (3) months or four hundred and fifty (450) hours from 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 if the Employer determines the employee has not met the expected standards for the new position. During the first thirty (30) days of the trial period, the employee may request to be returned to their former position. The Employer shall not unreasonably withhold such request to permit the employee to return to their former position.

9.03 New Position

When a new position within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay. The Employer shall advise the Union of the rate of pay within seven (7) days once the rate is determined.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate, the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this Collective Agreement, provided the referral is made within fourteen (14) days of the meeting.

Any decision by an arbitrator shall be based on the relationship established by comparison with the rates for other positions in the bargaining unit having regard to the requirements of such positions. Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 10 – LAYOFFS

10.01 Layoff Defined

Layoff means the reduction in staff or the reduction in the hours of work of any full-time or part-time employee. Layoff does not apply to temporary or casual employees.

10.02 Notice of Layoff

All employees affected by layoff and the Union shall receive written notice of layoff at least fourteen (14) days in advance of the layoff.

The Employer may, in its discretion, provide an affected employee with notice, pay in lieu of notice or a combination of notice and pay in lieu of notice, provided that the pay in lieu of notice shall be equivalent to the employee's affected normal wages for the notice period, exclusive of overtime.

10.03 Role of Seniority in Layoffs

In the event of a layoff, the Employer shall lay off employees in the reverse order of their seniority in the affected position or positions, provided that the more senior employees are able to meet the normal requirements of the position.

10.04 Recall Procedure

a) Order of Recall

- i) Laid off employees shall be recalled to work in the order of seniority for positions which they have the satisfactory ability and qualifications as evaluated by the Employer to perform the work satisfactorily.
- ii) No new employees will be hired until all those employees who have been laid off in the advertised job position have been provided with an opportunity to fill a vacancy and have failed to do so or have been found unable to perform the work available.

b) Notice to Recalled Employees

When the Employer recalls an employee who has been laid off, the Employer shall notify such employee by registered letter addressed to the employee's last known address, with a copy to the Union. 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 for work.

It shall be the responsibility of each laid off employee to keep the Employer advised of their current address. It is the responsibility of the employee who has been laid off to return to work within seven (7) days after being notified, unless as a result of sickness or other just cause.

c) Trial Period

Laid off employees being recalled into a new position other than a position they previously held will be considered to be on a trial period for the later of three (3) months or four hundred and fifty (450) hours from the date the employee commences work in the new position. During the trial period, the employee may be laid off without loss of seniority if the Employer determines the employee has not met the expected standards for the new position. At the employee's request during the first thirty (30) days of the trial period, the Employer will end the trial period and return the employee to the layoff list. The duration of the trial period worked will be deducted from the total length of the employee's lay off period for the purposes of determining loss of seniority.

10.05 Layoff Procedure

a) An employee who is subject to layoff shall have the right to either:

i) Accept the layoff; or

ii) Displace an employee who has:

- less seniority than the employee originally subject to layoff in a lower or identical paying classification;
- the least seniority in that employee's classification; and
- scheduled hours less than or equal to the employee originally subject to layoff,

provided that the employee originally subject to layoff is able and qualified, and can perform the duties without training other than orientation, as evaluated by the Employer, to perform the work satisfactorily in the new classification.

- b) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
- c) In the event that a full-time employee is laid off and provided that no other full-time positions are available for which the employee is qualified and able to perform, the employee shall then be allowed to displace a part-time employee with less seniority in a lower or identical paying classification who has the least seniority in that classification, provided that the employee is able and qualified, and can perform the duties without training other than orientation, as evaluated by the Employer, to perform the work satisfactorily in the new classification.
- d) Employees who are displaced will be laid off. Part-time employees who are displaced shall not have the right to displace another employee. Written notice of layoff shall not apply to displaced employees.
- e) Employees who exercise their right to displace another employee and are appointed into a new position other than a position they previously held will be considered to be on a trial period for the later of three (3) months or four hundred and fifty (450) hours from the date the employee commences work in the new position. During the trial period, the employee may be laid off without loss of seniority if the Employer determines that the employee has not met the expected standards for the new position. At the employee's request during the first thirty (30) days of the trial period, the Employer will end the trial period and revert the employee to the lay off list without right to displace another employee. The duration of the trial period worked will be deducted from the total length of the employee's layoff period for the purposes of determining loss of seniority.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

11.01 Article Definitions

In this Article:

- a) **day** means any twenty-four (24) hour period calculated from the time that an employee commences their scheduled shift; and
- b) **week** means the period between midnight on a Saturday and midnight on the following Saturday.

11.02 Work Schedules

Work schedules shall be confirmed and made available to employees no later than one (1) week in advance.

11.03 Minimum Reporting Pay

No employee shall be called in, or scheduled to work, for less than three (3) hours, in accordance with *The Saskatchewan Employment Act* and amendments.

11.04 Hours of Work

The Employer retains the right to schedule hours of work for employees as is necessary to ensure efficient operations except as otherwise limited by this Collective Agreement

11.05 Rest Period

Employees who work more than four (4) hours but not more than seven and a half (7.5) hours shall receive one (1) fifteen (15) minute paid rest period.

Employees who work more than seven and a half (7.5) hours shall receive two (2) fifteen (15) minute paid rest periods, which may not be combined without the Employer's permission.

The time of the rest period(s) shall be directed by the Employer.

11.06 Shift Exchanges

Employees within the same position will be permitted to exchange days off or shifts, with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange.

11.07 Overtime

All hours worked in excess of eight (8) hours in a day or forty (40) hours per week shall be considered overtime and payable at the overtime rate of one and one-half (1½) times the employee's regular rate of pay. For weeks in which a public or flexed holiday occurs, an employee will be paid at the overtime rate for hours worked in excess of thirty-two (32) hours. When there are two public or flexed holidays in a week, an employee will be paid at the overtime rate for hours worked in excess of twenty-four (24) hours.

11.08 Call-Back and Call-In Time

When an employee is requested to return to work by the Employer upon completion of their shift and after leaving the workplace, such employee shall be paid at time and one-half (1½) of their regular rate of pay for actual hours worked with a minimum of three (3) hours of such pay.

If an employee is requested by the Employer to come in early immediately prior to the commencement of their regular shift, they shall be paid at time and one-half (1½) of their regular rate of pay for actual hours worked until the commencement of the shift. There is no minimum hour requirement when an employee is requested to come in early immediately prior to their regular shift.

11.09 No Pyramiding of Premiums

There shall be no duplication or pyramiding of any premiums (i.e. overtime, public holiday, call-back, call-in, etc.) for the same hours, regardless of the purpose of the premiums.

ARTICLE 12 – PUBLIC HOLIDAYS

12.01 List of Public Holidays

The Employer recognizes the following as public holidays:

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

and any other public holidays pursuant to *The Saskatchewan Employment Act* and amendments.

12.02 Public Holiday Pay

An employee who is not required to work on a public holiday shall be paid public holiday pay, which is five per cent (5%) of the employee's wages including vacation pay but not including overtime or other premiums earned in the four (4) weeks preceding the holiday.

12.03 Payment for Public Holidays Worked

An employee who is required to work on a public holiday will receive pay at the rate of one and one-half (1½) of the employee's regular hourly rate for every hour worked on such day, in addition to public holiday pay.

12.04 Flexed Holiday

Eligible employees will be entitled to one (1) flexed holiday per calendar year. A flexed holiday provides eligible employees with flexibility in choosing a holiday to observe based on their individual preferences and personal circumstances, including cultural and religious practices. A flexed holiday is a day that eligible employees can choose to take off with public holiday pay, subject to approval by the Employer. Permission shall not be unreasonably withheld. A flexed holiday must be taken on a Canadian federally or provincially recognized holiday other than a public holiday, i.e. Boxing Day, Easter Monday or the National Day for Truth and Reconciliation.

An eligible employee must submit their request to use a flexed holiday ninety (90) days prior to the flexed holiday. The eligible employee will not be required to work on an approved flexed holiday and will receive public holiday pay for the flexed holiday.

A flexed holiday must be used in a calendar year. If not used, public holiday pay for the flexed holiday will be calculated and paid out for December 31 and the eligible employee will be required to work if they are scheduled to work that day.

In order to be eligible for a flexed holiday in a calendar year, an employee must have been employed on January 1 of that year.

ARTICLE 13 – VACATION

13.01 Vacation Entitlements

Employees shall receive an annual vacation after one (1) year of employment with pay, calculated as follows:

- 3/52nds of the earnings of that year of service after one (1) year and after each subsequent year up to nine (9) years of service;
- 4/52nds of the earnings on the tenth (10th) anniversary date; and
- 5/52nds of the earnings on the fifteenth (15th) anniversary date and each year thereafter.

13.02 Vacation Carryover

The vacation entitlement contained herein will be taken by all employees annually. Employees may request to carry over up to a maximum of five (5) days of accrued vacation from one year to the following year. All other unused vacation entitlements will be paid out in accordance with *The Saskatchewan Employment Act* and amendments.

13.03 Vacation Pay on Termination or Retirement

If the employment of an employee is terminated, the Employer shall pay them for any unused vacation entitlements.

13.04 Vacation Scheduling

Employees must request in writing their preferred vacation days to their immediate out-of-scope supervisor. Deadlines for submitting vacation requests shall be March 31. Vacation requests submitted by or before March 31 shall be granted first on the basis of seniority.

Vacation requests submitted by employees after March 31 shall thereafter be governed on a first-come basis. Vacation requests submitted by employees after March 31 must be submitted at least three (3) weeks in advance and shall not interfere with vacations granted on the basis of seniority.

It is agreed by the parties that the vacation schedule must be practical insofar as the operation of the business is concerned and, therefore, the Employer may make a final decision as to scheduling vacations.

13.05 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer or if the Employer determines that operations will be negatively impacted.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 General Leave

The Employer may grant a leave of absence without pay and without loss of seniority to an employee who has passed their probationary period who requests such leave of absence for valid personal reasons. Such request to be in writing and directed to the employee's immediate out-of-scope supervisor. Denial or approval for such request is in the Employer's discretion, acting

reasonably and in good faith. An employee on an approved general leave of absence who engages in any gainful employment without advance written permission of the Employer may be subject to dismissal. The Employer shall not be responsible for any benefit premiums for an employee or for ensuring the availability of benefits plans for any employee on an approved general leave after twelve (12) weeks.

14.02 Maternity, Adoption and Parental Leaves

Maternity, adoption and parental leaves will be granted in accordance with *The Saskatchewan Employment Act* and amendments.

14.03 Sick Leave

a) Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, injured or disabled, or because of an accident for which compensation is not payable under *The Workers' Compensation Act, 2013*.

b) Amount of Sick Leave

- i) Sick leave shall be earned at the rate of seven (7) days per year (monthly credit of 0.583 days per month) for full-time employees, accrued monthly.
- ii) When a full-time employee is on an approved leave of absence or laid off for more than two (2) weeks in a month, no sick leave is earned for that month but the employee shall retain their accrued sick leave credit, if any.
- iii) Monthly sick leave credits for part-time employees are accrued monthly and shall be calculated as follows:
 - Eligible monthly hours x 0.0034 = monthly sick leave credits (days)
 - Eligible monthly hours include paid hours exclusive of overtime.
- iv) Casual employees shall not be entitled to sick leave.
- v) Sick leave must be taken in increments of at least one-quarter (1/4 or 0.25) days.

c) Proof of Illness

Following five (5) consecutive days of illness, an employee may be required to provide a medical certificate. An employee who has had non-consecutive absences of two (2) or more consecutive days due to sickness or injury in the preceding twelve (12) months may be required to provide a medical certificate. The Employer will reimburse the employee for the cost of the medical certificate

d) Sick Leave Record

Any employee shall have access to the amount of sick leave credit they have accrued.

e) Accumulation of Sick Leave

The maximum accumulation of sick leave credits is seven (7) days after which amount sick leave credits shall not accrue further. Up to seven (7) days of sick leave credits may be carried over to the next year. Sick leave credits are not paid out upon termination of employment.

g) Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact at least four (4) hours in advance of the commencement of their scheduled shift. This requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control, including waking up unable to work due to sickness.

h) Use of Sick Leave for Treatment or Preventative Medical Appointments

The Employer encourages employees to schedule routine and preventative medical and dental appointments on their own time. However, sick leave credits may be used for the diagnosis, care or treatment of an existing health condition or preventative care for an employee, a child in the care of an employee, an employee's spouse, common law partner, grandparent, grandchild or sibling, and for approved medical leaves of absence.

14.04 Leave of Absence for Full-Time Union Duties

An employee who is elected or selected for a full-time position with the Saskatchewan Federation of Labour, CUPE Saskatchewan, CUPE National or the Canadian Labour Congress shall be granted leave of absence without pay and without loss of seniority, for a period of up to two (2) years. The Union and

the Employer may agree to extend the period. Only one (1) leave may be taken in a five (5) year period of time. The Employer may post a temporary position for the full term of the employee's leave of absence.

14.05 Bereavement Leave

The Employer recognizes the importance of taking time away from work when there is a death or loss of pregnancy in the family. Bereavement leave includes up to three (3) scheduled days off without loss of pay and up to five (5) total unpaid scheduled days off. The employee must provide the Employer with as much written notice as possible before the beginning and end of the leave. The leave must be taken within the period commencing six months either before or after the death or loss of pregnancy. An employee may use accrued vacation during this leave.

To be eligible for this leave, an immediate family member of the employee or a person with whom the employee has an equivalent relationship must have recently died. An employee is also eligible for this leave if the employee, an immediate family member of the employee, or any other person, if the employee would have been a parent to a child born as a result of the pregnancy, recently experienced a loss of pregnancy.

For this section, immediate family member means the employee's spouse, parent, grandparent, child, grandchild, brother or sister or the spouse of the brother or sister; or the employee's spouse's parent, grandparent, child, grandchild, brother or sister or the spouse of the brother or sister.

To be eligible for the paid portion of this leave, an employee must have passed their probationary period.

The Employer may, in its discretion, provide an employee with an additional unpaid period of bereavement leave upon request.

14.06 Compassionate Care Leave

Compassionate Care Leave is an unpaid leave of up to twenty-eight (28) weeks. To be eligible for this leave, an employee must have completed at least thirteen (13) weeks of continuous employment and must have a member of the employee's family who has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date the leave commences. The employee must provide the Employer with as much written notice as possible before the beginning and end of the leave and with documentation satisfactory to the Employer supporting the leave upon request. An employee may use accrued vacation during this leave. The Employer shall not be responsible for any benefit premiums for an employee on an approved compassionate care

leave after twelve (12) weeks. In a period of fifty-two (52) weeks, an employee is not entitled to take more than one compassionate care leave.

14.07 Interpersonal Violence and Sexual Violence Leave

Interpersonal violence leave is a leave for survivors of interpersonal violence or survivors of any form of sexual violence to access supports or relocate to a new home. The leave consists of up ten (10) days, consisting of up to five (5) days without loss of pay and five (5) unpaid days in a fifty-two (52) week period, and up to sixteen (16) unpaid weeks, to be taken in one continuous period. To be eligible for this leave, the employee, the employee's child or a person for whom an employee is a caregiver is the victim of interpersonal violence or sexual violence and the employee requires time off work to: seek medical attention; obtain services from a victims services organization; obtain psychological or other professional services; relocate, either temporarily or permanently; or seek legal or law enforcement assistance and attend court appearances. To be eligible for the paid portion of this leave, an employee must have passed their probationary period. The employee must provide the Employer with as much written notice as possible before the beginning and end of the leave. An employee may use accrued vacation during this leave.

14.08 Critically Ill Family Care Leaves

Critically ill childcare leave is an unpaid leave of up to thirty-seven (37) weeks for eligible parents to provide care or support to a critically ill or injured child. To be eligible for this leave, an employee must have completed at least thirteen (13) weeks of continuous employment and they are a parent to a critically ill or injured child. The employee must provide the Employer with as much written notice as possible before the beginning and end of the leave and with documentation satisfactory to the Employer supporting the leave upon request. An employee may use accrued vacation during this leave.

Critically ill adult leave is an unpaid leave of up to seventeen (17) weeks to care for an adult family member who is critically ill or injured. To be eligible for this leave, an employee must have completed at least thirteen (13) weeks of continuous employment and they have an adult family member who is critically ill or injured. The employee must provide the Employer with as much written notice as possible before the beginning and end of the leave and with documentation satisfactory to the Employer supporting the leave upon request. An employee may use accrued vacation during this leave.

The employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. The employee shall continue to maintain their seniority in accordance with the provisions of this Collective Agreement.

14.09 Jury Duty Leave

The Employer encourages employees to fulfill their civic duties related to jury duty. If an employee is summoned for jury duty, they must notify their immediate out-of-scope supervisor as soon as possible to make scheduling arrangements and must provide documentation satisfactory to the Employer supporting the leave upon request. Jury duty leave is unpaid. An employee may use accrued vacation during jury duty leave.

14.10 Leave for Union Function

A maximum of two (2) employees elected or appointed to represent the Union shall, upon giving not less than fourteen (14) days' notice, be granted leave of absence to attend business meetings, school, seminars, conference and conventions in connection with Union affairs. Such leave shall be granted for a maximum of seven (7) days on any one occasion. No such request for leave shall be unreasonably denied. Leave for more than (2) employees or for longer than seven (7) days may be granted in special circumstance subject to operational requirements.

The Employer agrees to continue to pay regular wages and benefits to employees granted such leave and the Employer is to charge the Union for reimbursement of the cost. Such cost shall include: wages paid to the employee during the leave; the Employer's share of CPP and EI contributions; the Employer's share of benefit premiums or contributions; and Workers' Compensation premiums.

14.11 Administrative Leave of Absence with Pay

The Employer may place an employee on an administrative leave of absence with uninterrupted pay and benefits for the purposes of facilitating an investigation or administrative decision-making, in the Employer's discretion. Such leave of absence shall not be considered discipline.

ARTICLE 15 – PAYMENT OF WAGES AND ALLOWANCES

15.01 Paydays

- (a) The Employer agrees that wages will be paid.
- (b) If an employee is underpaid, the following applies:

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment

payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

Errors for lesser amounts will normally be corrected on the next payday.

(c) If an employee is overpaid, the following applies:

Errors will normally be corrected on the next payday after it is discovered, with notification to the employee and the Union.

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the opportunity for the Union and the employee to discuss repayment before correcting the overpayment.

15.02 Wage Rates

Position titles and wage rates covered by this Collective Agreement shall be as set out in Schedule A.

A list of the employees with red-circled wage rates covered by this Collective Agreement is set out in Schedule B.

15.03 Pay Statements

On each payday each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be stated on their pay statement.

15.04 Pay During Temporary Transfers or Promotions

When an employee temporarily performs the principal duties of a higher paying position, they shall receive the rate for the position.

15.05 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, in accordance with *The Saskatchewan Employment Act* and amendments.

15.06 Payment for In-Service

Time spent by employees at in-service sessions required by the Employer shall be time worked.

15.07 Payment for Training Programs

Where employees are required to take training required by the Employer, the Employer shall pay the full cost of the training. The cost of any licensing, certification, recertification or testing requirements for employees who are required to maintain such requirements as part of their job requirements is the employees' responsibility except as otherwise provided in the Collective Agreement.

15.08 Payment for Court Witness

Time spent by an employee required to serve as a court witness for the Employer and at the request of the Employer in a matter arising out of their employment shall be time worked.

15.09 Weekend Premium

Employees shall be paid a weekend premium of an additional twenty-five cents (\$0.25) per hour for all hours worked between 22:00 PM Friday and 22:00 PM Sunday. The weekend premium shall be in addition to regular pay.

ARTICLE 16 – EMPLOYEE BENEFITS

16.01 Continuation of Benefits

Eligible employees (as outlined in the group benefits policy) shall be entitled to participate in the benefits plans (including life and accidental death and dismemberment, long term disability, business assistance service, extended health and dental provisions). Please refer to the benefits booklet and/or policy for details of coverage.

It is acknowledged and agreed that benefits eligibility, coverage and premium adjustments are governed by the benefits plan policy. Therefore, the terms and conditions as outlined in the policy and/or booklet shall prevail. Any changes to the policy that may have financial implications for members has to be mutually agreed upon by both parties. The Employer may, if there are no changes to the policy that have financial implications for members, change carriers without consultation with the Union. The Employer will notify the Union of the change.

The Employer shall not be responsible for any benefit premiums for an employee on an approved leave of absence after twelve (12) weeks.

16.02 Copy of Policy

The Union shall be provided with a current copy of the policy of all insured benefits.

16.03 Group Retirement Savings Plan

The Employer agrees to continue its group retirement savings plan for all eligible employees. It is acknowledged and agreed that benefits eligibility and coverage are governed by the benefits plan policy. Therefore, the terms and conditions as outlined in the policy and/or booklet shall prevail.

ARTICLE 17 – TECHNOLOGICAL CHANGE

17.01 Technological and Organizational Change

The Employer agrees to comply with *The Saskatchewan Employment Act* and amendments if it intends to institute a technological change or organizational change within the meaning of *The Saskatchewan Employment Act* and amendments.

ARTICLE 18 – HEALTH AND SAFETY

18.01 Health and Safety

The Union and the Employer are committed to promoting a safe and healthy workplace in compliance with *The Saskatchewan Employment Act*, as amended. 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.

An occupational health and safety committee, provided for under *The Saskatchewan Employment Act*, as amended, shall be implemented within the operations of the Employer. 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. A committee member who attends an occupational health and safety committee meeting shall be credited the time as hours worked at their regular rate of pay. The Union will elect or appoint the CUPE members of the committee.

18.02 Harassment

The Employer and the Union recognize the right of employees to work in an environment free of harassment. The Employer is responsible for providing a safe workplace free of harassment, and the Union and all employees share in the responsibility to achieve that goal. The Employer shall have a harassment policy in place that shall include a definition of harassment, and the Employer shall make the policy readily available to all employees and to the Union.

ARTICLE 19 – GRIEVANCE PROCEDURE

19.01 Form of Grievance

All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved party. A grievance shall contain the particulars of the complaint and the applicable Collective Agreement articles, including preamble, that have been violated.

19.02 Time Limits

Grievances must be presented within fourteen (14) days of the Union or employees concerned becoming aware of the event, or when the Union employees concerned ought to have become aware of the event. The time limits prescribed for the performance of any act in the grievance procedure are meant to be adhered to. The time limits may be extended by mutual consent of the parties, which shall not be unreasonably withheld, or by statutory authority of an arbitrator.

19.03 Pre-grievance Settlement Discussion

Prior to filing a grievance, the Union may first seek to settle a dispute with a concerned employee's immediate out-of-scope supervisor and/or designate. If dialogue between the parties results in effective resolutions, it is understood that such resolutions are agreed on a without prejudice basis.

19.04 Settling of Grievance:

The procedure of adjustment of grievances shall be as follows:

Step 1 - Grievance to Immediate Out-of-scope Supervisor or Designate:

The immediate out-of-scope supervisor and/or designate shall discuss the grievance with the Union representative within fourteen (14) days of the receipt of the grievance. The Union representative may be accompanied by the

aggrieved employee(s) if the employee so wishes. The Employer shall supply the necessary facilities for the grievance meeting.

The immediate out-of-scope supervisor and/or designate shall render a written decision which sets out the supporting reasons within fourteen (14) days of the discussion.

Step 2 - Grievance to Executive Director or Designate

Failing satisfactory resolution of the grievance at Step 1, the Union representative shall refer the matter to the Executive Director and/or designate in writing within fourteen (14) days of having received the decision of the immediate out-of-scope supervisor or designate. The Employer shall supply the necessary facilities for the grievance meeting.

The Executive Director and/or designate shall discuss the grievance with the Union representative within fourteen (14) days of the date of the receipt of the written reference of the Union representative and shall render a written decision within fourteen (14) days of the discussion.

19.05 Referral to Arbitration

If a satisfactory settlement is not reached at Step 2, the matter may be referred by either party to arbitration within twenty-eight (28) days after the date of the reply at Step 2.

19.06 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

19.07 Employer Grievance

When the Employer has a grievance it shall forward it to the Union, in writing, within fourteen (14) days of the occurrence of the grievance. The Union President or designate shall meet with the Executive Director or designate to discuss the grievance within fourteen (14) days following the Union's receipt of the same. If a satisfactory settlement is not reached at this meeting, the matter may be referred, by either party, to arbitration within twenty-eight (28) days.

19.08 Policy Grievance

Where a dispute involving a question of general application or interpretation of this Collective Agreement occurs, the first step of this article may be bypassed.

19.09 Suspension and/or Dismissal Grievances

Grievances arising from suspension and/or dismissal shall be initiated at Step 2 and shall be processed in accordance with the procedures outlined therein.

19.10 Investigation

Upon the filing of a grievance, the parties may have the assistance of employee(s) 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 settlement of the grievance. In order to facilitate an orderly and confidential investigation of grievances, the Employer shall, subject to reasonable availability, make available the temporary use of a private office or similar facility. Any party conducting an investigation under this section will make every reasonable effort to minimize disruption to the Employer's regular operations.

19.11 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.

19.12 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, with the aggrieved employees, without the consent of the Union.

ARTICLE 20 – ARBITRATION

20.01 Single Arbitrator

The parties agree to the procedure relating to a single arbitrator pursuant to s. 6-46 of *The Saskatchewan Employment Act* as amended.

20.02 Powers of the Arbitrator

It is agreed and understood that the arbitrator shall have no authority to add to, subtract from, alter, modify or amend any part of this Collective Agreement. The Arbitrator may, however, interpret the provisions of this Collective Agreement.

20.03 Costs of Arbitration

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

20.04 Disciplinary Action

The arbitrator shall have the power to dispose of any grievance involving dismissal or disciplinary action by any means the arbitrator deems just and equitable.

ARTICLE 21 – MISCELLANEOUS

21.01 Copies of Collective Agreement

It is agreed that the Union will prepare the Collective Agreement for signing within thirty (30) days of receiving written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

Signed this 14 day of July, 2025.

On behalf of Brightwater Senior Living
of Capital Crossing

On behalf of Canadian Union of
Public Employees, Local 5513


Q King (Jul 14, 2025 10:53 PDT)


Mark Visda (Jul 14, 2025 13:21 MDT)




Mark Visda (Jul 14, 2025 10:16 MDT)


Kimberley Nott (Jul 14, 2025 11:33 CDT)


Ravenel Madson (Jul 14, 2025 10:04 MDT)


Rebecca Seed (Jul 14, 2025 15:03 MDT)

SCHEDULE A

Job Classification	Step	2025	Effective January 1, 2026 (2% GWI)	Effective January 1, 2027 (2% GWI)
Receptionist	Start	\$16.00	\$16.32	\$16.65
	1950h	\$16.32	\$16.65	\$16.98
	3900h	\$16.65	\$16.98	\$17.32
Server	Start	\$16.00	\$16.32	\$16.65
	1950h	\$16.32	\$16.65	\$16.98
	3900h	\$16.65	\$16.98	\$17.32
Kitchen Assistant	Start	\$16.00	\$16.32	\$16.65
	1950h	\$16.32	\$16.65	\$16.98
	3900h	\$16.65	\$16.98	\$17.32
Housekeeper	Start	\$16.50	\$16.83	\$17.17
	1950h	\$16.83	\$17.17	\$17.51
	3900h	\$17.17	\$17.51	\$17.86
Laundry Technician	Start	\$16.50	\$16.83	\$17.17
	1950h	\$16.83	\$17.17	\$17.51
	3900h	\$17.17	\$17.51	\$17.86
Engagement Coordinator	Start	\$17.50	\$17.85	\$18.21
	1950h	\$17.85	\$18.21	\$18.57
	3900h	\$18.21	\$18.57	\$18.94
Laundry & Housekeeping Lead	Start	\$18.00	\$18.36	\$18.73
	1950h	\$18.36	\$18.73	\$19.10
	3900h	\$18.73	\$19.10	\$19.48
Resident Assistant	Start	\$18.00	\$18.36	\$18.73
	1950h	\$18.36	\$18.73	\$19.10
	3900h	\$18.73	\$19.10	\$19.48
Maintenance Technician	Start	\$18.00	\$18.36	\$18.73
	1950h	\$18.36	\$18.73	\$19.10
	3900h	\$18.73	\$19.10	\$19.48
Cook	Start	\$18.50	\$18.87	\$19.25
	1950h	\$18.87	\$19.25	\$19.63
	3900h	\$19.25	\$19.63	\$20.02
Medication Technician	Start	\$19.75	\$20.15	\$20.55
	1950h	\$20.15	\$20.55	\$20.96
	3900h	\$20.55	\$20.96	\$21.37
Sous Chef	Start	\$22.00	\$22.44	\$22.89
	1950h	\$22.44	\$22.89	\$23.35
	3900h	\$22.89	\$23.35	\$23.81
Charge Nurse (LPN)	Start	\$34.00	\$34.68	\$35.37
	1950h	\$34.68	\$35.37	\$36.08
	3900h	\$35.37	\$36.08	\$36.80

Charge Nurse (RN or RPN)	Start	\$36.00	\$36.68	\$37.37
	1950h	\$36.68	\$37.37	\$38.08
	3900h	\$37.37	\$38.08	\$38.80

Notes:

New hires are placed at the starting wage level during the year they are hired.

Current employees whose existing wage rates fall below the starting wage rate for the applicable job classification during the year move to the starting wage rate.

Current employees whose existing wage rates exceed the starting wage rates but do not exceed the maximum wage rates (3900 hours) during the year for the applicable job classification move to next highest wage rates relative to their existing wage rates, either the 1950 hours or 3900 hours wage rates, as applicable.

Current employees whose existing wage rates currently exceed the maximum wage rate (3900 hours) during the year for the applicable job classification shall be red-circled.

Every employee moves to the next applicable wage rate (1950 hours and 3900 hours) after 1950 hours and 3900 hours are worked after ratification, respectively.

Charge Nurse is one classification, with two sub-classifications for wage grid purposes. A two dollar (\$2.00) per hour wage rate increase would be paid to Charge Nurses who hold either RN (Registered Nurse) or RPN (Registered Psychiatric Nurse) professional licenses, consistent with current practice. The two dollar per hour increase is included in the Charge Nurse (RN or RPN) sub-classification in the wage grid.

Red-circled employees shall maintain their existing wage rates until such time as their existing wage rates are exceeded by the rates in the wage schedule for the applicable job classification during the applicable year.

Red-circled employees shall receive lump sum payments equivalent to 2% special adjustment during regular pay periods until the wage schedule for the applicable job classification during the applicable year exceeds the red circled rates. Special adjustment is 2% of gross wages earned at red-circled rates during the pay period.

Employee in current Lead Server position shall be red-circled until the wage schedule for the Server job classification exceeds her existing rate or until she

bids into another position. Lead Server position will not be filled after employee in current position vacates her current position.

Red-circled employees lose their existing wage rates if they bid into another job classification.

SCHEDULE B

List of Red-circled Employees

Employee Name	Classification(s)
Lila Muli	Cook
Anthony Pasco	Cook
Mark Visda	Sous Chef
Jacqueline Villania	(1) Kitchen Assistant, (2) Cook
Terrylyn Klyne	Engagement Coordinator
Analyn Lusung	Cook
Michelle Seed	Lead Server*
Marcelino Bote	Maintenance Technician
Rebecca Seed	(1) Server, (2) Kitchen Assistant
Aizell Lacuesta	Server
Rachiell Madayag	Kitchen Assistant
Mary-Ann Salomon	Kitchen Assistant
Abrehet Ghebreab	Kitchen Assistant
Bonnie Littlewood	Housekeeper
Janelle Venzon	Server
Jane Ash	Server
Josephine Bico	Kitchen Assistant
Lea Valencia	Server
Jennifer Desjarlais	Housekeeper
Yanique Lawrence	Medication Technician
Connie Wilcox	Maintenance Technician
Katrina Nazareno	(1) Kitchen Assistant, (2) Cook
Madushika Weeratunga Mudiyanse	(2) Server, (3) Receptionist

Notes:

Some employees' wages are red-circled in multiple job classifications.

(1) denotes an employee's primary job classification.

(2) denotes an employee's secondary job classification.

(3) denotes an employee's tertiary job classification.

* Employee in current Lead Server position shall be red-circled until the wage schedule for the Server job classification exceeds her existing rate or until she bids into another position. Lead Server position will not be filled after employee in current position vacates her current position.