



COLLECTIVE AGREEMENT

BETWEEN

**LUTHERAN SUNSET HOME CORP.
LUTHER RIVERSIDE TERRACE – SUPPORT GROUP**

AND

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

FOR THE PERIOD OF:

JULY 31, 2015 TO AUGUST 1, 2018

HOW TO HANDLE A QUESTION OR COMPLAINT

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

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

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

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

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

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

1-888-999-SEIU (7348)

Or through the 'Contact Us' page on

www.SEIUWEST.ca

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PURPOSE

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

- (a) To promote optimum services to Employer's clients.
- (b) To encourage efficiency and safety in operation.
- (c) To promote morale, well being and security of employees in the bargaining unit.
- (d) To outline in writing the wage rates, hours of work and the working conditions, which have been agreed to through collective bargaining.
- (e) To provide a method and procedure for the settlement of grievances of Employees covered by this Agreement.

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

ARTICLE 1 – RECOGNITION

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this Agreement.
- 1.02 The Union recognizes the responsibility of its members to perform their respective duties for the Employer according to the regulations, methods and procedures established by the Employer.
- 1.03 Wherever used herein, the feminine gender shall mean and include the masculine gender.

ARTICLE 2 – SCOPE

- 2.01 This Agreement shall cover all employees employed by Lutheran Sunset Home Corp. at Lutheran Riverside Terrace, in the City of Saskatoon, Saskatchewan save and except office and clerical staff, supervisors, persons above the rank of supervisor and personal care workers.

2.02 Non-bargaining unit personnel may perform on a temporary basis any function normally performed by bargaining unit personnel. No in scope employee shall suffer a loss of regular hours, **access to overtime** or loss of employment as a result of such work.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The management of the Employer's business and the direction of the working force, including but not limited to the hiring, firing, promotion and demotion of Employees, is vested exclusively with the Employer, except as expressly limited by a provision of this Agreement. All management rights shall be exercised fairly, reasonably, and in good faith.

ARTICLE 4 - UNION SECURITY

- 4.01
- 1. 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.**
 - 2. Every new employee shall, within 30 days after the commencement of the employee's employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of the employee's employment.**
 - 3. Notwithstanding paragraphs 1 and 2, 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.**

ARTICLE 5 - DUES CHECK OFF

5.01 The Employer shall deduct and pay to the Union, in periodic payments out of the wages due to the employee, the Union dues, initiation fees and assessments, regularly required of all members. Such dues shall be remitted within fifteen (15) days following completion of the last payroll period in the calendar month. The Employer shall, at the time the dues are forwarded to the Union, furnish to the Union a written list of

the employees from whom such deductions have been made, the total earnings of and amount deducted from such employees, and a list of employees hired, laid off or terminated since the last return.

- 5.02 The Union shall advise the Employer, in writing, of any change in the amount of Union dues to be deducted from employees who have authorized deductions not less than thirty (30) days before the effective date of such change.
- 5.03 The Employer agrees to record all Union dues paid in the previous year on the employee's income tax (T4) slips.
- 5.04 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with the Union membership and Dues Check Off. The Employer agrees to have new employees sign a dues authorization card and membership card at the time of hiring. Such cards shall be provided by the Union.
- 5.05 Employee Lists

The Employer agrees to provide the Union office with a list of employees and their last known address and phone number at the same time as the seniority lists.

ARTICLE 6 - JOB CLASSIFICATION

- 6.01 (a) The Employer agrees to pay all employees covered by this Agreement the Schedule of Wages as set out in Schedule "A" attached and made part of this Agreement.

(b) Employees shall be paid their appropriate rate of pay for all time spent working or at the disposal of the Employer.
- 6.02 When an employee is required to replace and perform substantially all of the duties of a higher paid classification within the scope of this Agreement for a period of four (4) hours or more, the employee shall receive an increase in pay by either placing the employee at the minimum step of the higher classification or at a step which allows for an increase in pay, whichever is higher, for the entire period worked.

6.03 The Employer agrees to draw up job descriptions for all classifications within the scope of this Agreement. These job descriptions and any changes thereto shall be provided to the Union by April 30th of each year.

ARTICLE 7 – AGREEMENTS

7.01 (a) This Agreement constitutes the total Agreement reached between the parties and supersedes any and all previous agreements either oral or written.

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

ARTICLE 8 - SENIORITY

8.01 A new employee shall be on probation for four hundred and eighty (480) hours of active employment. A new employee shall not accumulate seniority nor acquire any seniority rights while on probation. However, upon successful completion of probation, seniority shall be established retroactive to the date on which the employee last entered the service of the Employer.

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

(a) All actual hours worked excluding overtime;

(b) Annual Vacation;

(c) Paid holidays;

(d) All paid leaves;

(e) Any authorized unpaid leaves of under thirty (30) days;

(f) Parental leaves up to the duration provided by *The Saskatchewan Employment Act*;

- (g) Temporary out of scope positions with the Employer not to exceed twelve (12) months;
- (h) Time off while receiving benefits under *The Worker's Compensation Act*, income replacement under *The Automobile Accident Insurance Act* or while in receipt of benefits under the Disability Income Plan (subject to Appendix "A" – Schedule of Wages) all to a maximum of 12 months.
- (i) Union leave granted in accordance with Article 18.02;**

8.03 Seniority shall be broken and the employee considered terminated when:

- (a) An employee is dismissed by the Employer for just cause **and not reinstated;**
- (b) An employee voluntarily leaves the service of the Employer;
- (c) An employee fails to report to work after termination of leave of absence **without a reasonable explanation for such absence;**
- (d) An employee fails to report to work on recall after layoff;
- (e) An employee has been continually laid off due to lack of work for a period of twelve (12) months or a period in excess of the accumulated seniority of the employee at the time of lay-off, whichever is the lesser;
- (f) An employee fails to show up for work for three consecutive shifts without notifying the employer of such absence without a reasonable explanation for such absence;**
- (g) A casual employee who has been requested to work and who has refused work for a period of three (3) months exclusive of approved Leaves of Absences and provided that there has been work available as per their availability forms.**

- 8.04 The Employer agrees to post a seniority list by May 1st and November 1st of each year. Such list will include the accrued seniority of each employee up to March 31st and September 30th of that year. A copy of the list shall be sent to the **SEIU-West Saskatoon Union office** at the time of posting. Any errors in the seniority list shall be reported in writing to the Employer within fifteen (15) working days from the date of posting, or in the case of an employee on an approved leave of absence within 15 days of the employee returning to work. Any errors in the seniority list shall be corrected and a new seniority list shall be posted. In the absence of any reported errors, the seniority list shall be deemed to be correct.

ARTICLE 9 – LAY-OFFS AND RECALLS

- 9.01 **A lay-off is deemed to have occurred when a position is eliminated or the normal hours worked by a full-time or part-time employee are reduced based upon the employee's original letter of appointment. The Employer shall contact the Union prior to initiating any Lay-Offs and provide information to inform the Union of the number of jobs affected, and number of employees to be laid off.**
- 9.02 When laying off employees or recalling laid off employees, seniority shall prevail, subject to the employees having the required qualifications and ability to perform the remaining work in an efficient manner, as follows:
- (a) When reducing the number of employees in a classification the employee with the least seniority shall be displaced.
 - (b) An employee about to be displaced from a classification may exercise his seniority to claim an equal or lower paying position within the Bargaining Unit, providing the employee has the required qualifications and ability to perform the work in an efficient manner. In such event the employee with the least seniority in the classification affected shall be the employee who is displaced.
 - (c) An employee displaced from her classification who elects not to exercise her seniority rights or who does not have the seniority and/or the required qualifications and ability to claim another position shall be laid off.

(d) If a position in an employee's former classification becomes available, the employee will have first opportunity to return to that position.

9.03 In the event of recall of an employee, for normal duties, the Employer shall forward a registered letter to an 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 her acceptance or refusal of the employment offered. In the event that the Employer is not contacted as herein stated the said employee shall be deemed to be terminated. Employees, eligible for recall, shall be responsible for informing the Employer of the location where notification of recall can be forwarded if such address changes or they are not going to be at their last known address for a period of more than three (3) days.

9.04 Employees who are laid off shall receive written notice, or pay in lieu of notice, in accordance with the following schedule:

<u>Continuous Service</u>	<u>Notice</u>
Less than 3 months	zero (0) week
Less than one (1) year of continuous service	one (1) week
One (1) year or more of continuous service but less than three (3) years	two (2) weeks
Three (3) years or more of continuous service but less than five (5) years	four (4) weeks
Five (5) years or more of continuous service but less than ten 10 years	six (6) weeks
Ten (10) years or more of continuous Service	eight (8) weeks

9.05 No new employee shall be hired until those regular employees on the re-employment list have been given an opportunity for re-employment for work for which they possess the necessary qualifications and ability.

ARTICLE 10 - POSTING OF VACANCIES

- 10.01 All regular positions and temporary vacancies greater than ninety (90) days which the Employer intends to fill shall be posted on the bulletin board and employees have seven (7) working days in which to make written application for such vacancies. Such vacancies shall be filled from the bargaining unit where there are applicants who qualify under the provisions of Article 10.02 below. Copies of the postings shall be forwarded to the Local Union Office **and the SEIU-West Union Office in Saskatoon.**
- 10.02 All positions required to be posted within the scope of this Agreement shall be filled on the basis of seniority, ability and qualifications. The most senior applicant with sufficient ability and qualifications to handle the work shall be awarded the position.
- 10.03 Employees, who are appointed to fill a posting, shall serve a trial period of three (3) months. Should the employee prove unable to demonstrate sufficient ability in the new position or wish to revert to his/her former position during the trial period, he/she shall be returned to such position and wage rate held, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former positions, classifications and wage rates, without loss of seniority.
- 10.04 Posting of Vacancies
- (a) A posting shall include but not be limited to:
- (1) job classification;
 - (2) a brief description of core job duties and responsibilities;
 - (3) the required qualifications;
 - (4) number of weekly hours normally worked;
 - (5) pay range;
 - (6) deadline for applications, and;

- (7) job status (full time/part time)
- (b) The Employer agrees to be bound by the terms outlined above in filling the posted position.
- (c) Shift starting and stopping times shall be included but may be subject to change at the Employer's reasonable discretion.
- (d) Employees wishing to apply shall be required to submit their written application to the Employer on or before 4:00 p.m. on the closing date on the posting.
- (e) Commencement of Job

The successful applicant from the posting procedure shall commence the job within two (2) weeks after such selection unless a specific date is provided or operational requirements prevent this from happening.

- (f) Within five (5) days of awarding the position, the name of the selected applicant will be forwarded to the **Local Union and the SEIU-West Union Office in Saskatoon.**

- (g) Letters of Appointment

All positions **excluding casual employment** shall be confirmed in writing by a letter of appointment which shall include job status, job classification, pay range, **and guaranteed minimum hours per week.**

- (h) **Creation of New Classification or Changes to Existing Classifications**

1) Where a new classification is created or changes to an existing classification is required, the Union and the Employer shall negotiate a new rate of pay. Should the parties be unable to reach an agreement, either party may request to have the matter heard and determined by an Arbitrator/Arbitration Board as per Articles 17.05 Referral to Arbitration to Article 17.14 inclusive.

ARTICLE 11 - DEFINITIONS

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

- (a) A **permanent** full-time or part-time employee means any employee who has been assigned a position which is designated by the Employer and who has successfully completed the probationary period as provided in Article 8.01 of this Agreement.
- (b) A full-time employee is a **permanent** employee who is appointed to a full-time position and is scheduled to work the full daily and weekly hours as stated in Article 21.
- (c) A part-time Employee is one who is **appointed a part-time position and is** scheduled to work less than the full weekly hours as stated in Article 21.
- (d) Casual employees are those who work on a call-in basis and who do not work a recurring schedule.
- (e) Temporary employees are those who are newly hired for a specific term of part-time or full-time work for up to twelve (12) months.
- (f) Probationary employees are newly hired employees who have not yet passed probation.
- (g) The work "week" shall be the period from midnight on Saturday to midnight on the immediately following Saturday.**

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

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

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

ARTICLE 12 - TECHNOLOGICAL CHANGE

12.01 The Employer shall abide by the provisions of *The Saskatchewan Employment Act* in regard to technological change.

ARTICLE 13 - NOTICE BOARDS

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

ARTICLE 14 - SAFETY AND HEALTH

14.01 The Employer agrees to comply with the provisions of *The Occupational Health and Safety* as **per *The Saskatchewan Employment Act***.

ARTICLE 15 - NO STRIKE OR LOCK OUT

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

ARTICLE 16 – UNION MANAGEMENT COMMITTEE

16.01 A joint labour-management committee shall be established to discuss such matters of mutual interest as may arise from time to time in the workplace.

16.02 Composition

The committee shall comprise of representation of up to three (3) representatives appointed by the Employer and up to two (2) representatives appointed by the Union and one (1) SEIU-West Union Representative.

16.03 Meetings

(a) The Parties shall meet when mutually agreed upon, on a quarterly basis.

(b) Employees will attend meetings without loss of pay.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.01 A grievance shall be defined as any dispute between the Employer, **the Union** and any employee regarding the interpretation, meaning, operation, application or alleged violation of this Agreement or a complaint that an employee has been demoted, disciplined, suspended or discharged without just cause.

17.02 (a) Any grievance submitted shall specify the Article and Section of the Agreement alleged to have been violated and the redress or adjustment requested.

(b) The Union shall notify the Employer in writing of its selected stewards and committee representatives and any changes made therein.

17.03 Permission to Leave Work

(a) Employees who believe they have a grievance under this Agreement may leave their assigned duties temporarily, without loss of pay, to discuss such grievance with a shop steward and/or Union executive member.

(b) Suitable arrangements for an acceptable time and location for such discussions must be made with the management team member in advance. Such permission shall be subject to operational demands but shall not be unreasonably denied.

17.04 Where a grievance does arise, the parties to this Agreement shall make an earnest effort to resolve such differences through the following procedure:

STEP 1: Informal Discussion

It is the desire of the parties that grievances be resolved as quickly and informally as possible. Accordingly, **if it is a Union and/or an employees(s) grievance, the SEIU-West Union Representative or designate of the SEIU-West Union**

Representative shall, first discuss the grievance with the employee's immediate management supervisor.

STEP 2 – Formal Grievance

If the grievance is not settled to the satisfaction of the employee(s) and/or Union at Step 1, it shall be reduced to writing, and presented to the immediate management supervisor. **No grievance shall be considered which is not presented in writing at Step 2 within thirty (30) calendar days after the occurrence giving rise to the grievance.** The Employer shall give its written decision within fourteen (14) calendar days of receipt of the written grievance at this step.

STEP 3 – Referral To Senior Management

Failing satisfactory resolution of the grievance at the Second Step, a representative of the Union shall refer the matter in writing to the Chief Executive Officer of LutherCare Communities, or designate, within seven (7) days of receiving the Employer's response at Step 2. The Chief Executive Officer or designate shall give her written decision within fourteen (14) days of receipt of the grievance. **Grievances related to suspension and/or dismissal shall be dealt with at Step 3 of the grievance procedure.**

17.05 Referral To Arbitration

Failing satisfactory settlement of the grievance at the Third Step, the matter may be referred by either party to arbitration within fourteen (14) calendar days of receipt of the Employer's written decision at Step 3. The party wishing to refer a grievance to arbitration shall notify the other party in writing. If a grievance is not so referred, it shall be deemed to have been settled.

- 17.06** The party requesting arbitration shall notify the other party of the name of their appointee to an Arbitration Board. Within seven (7) calendar days of receipt of such written notice, the party so notified will notify the other party of their appointee to the Arbitration Board. The parties shall meet as soon as practical but unless otherwise agreed within a period of thirty (30) working days and attempt to select a chair for the Arbitration Board.

- 17.07** If the parties cannot agree upon a Chair or fail to do so, either party may, within fourteen (14) calendar days of the thirty (30) working days specified in Article 17.06 above, but not thereafter, request the Minister of Labour of Saskatchewan to appoint a qualified person to act as Chair of the Arbitration Board.
- 17.08** The Arbitration Board shall not have jurisdiction to alter, add to, subtract from this Agreement or to substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms of this Agreement or to deal with any matter not covered by this Agreement.
- 17.09** The decision of the Arbitration Board shall be final and binding on both parties. Each party shall bear the expenses of its appointee and the Employer and the Union shall equally bear the fee and expenses of the Chair.
- 17.10** Failure on the part of the Employer to reply within the prescribed time limits, shall give the Union the right to proceed to the next step. If the Union does not take the grievance to the next step within the prescribed time limits, the grievance shall be deemed to have been settled.
- 17.11** The time limits prescribed for the performance of any act in the grievance procedure are mandatory in all respects and may not be extended, except by mutual consent in writing of the parties, which shall not be unreasonably withheld.
- 17.12** Notwithstanding the above provisions, the parties may by mutual agreement appoint a single arbitrator to act in the place of the Arbitration Board.
- 17.13** It is agreed that either party shall have the opportunity at any step of the grievance procedure to request a meeting to attempt to resolve an outstanding grievance.
- 17.14** The arbitrator/arbitration board shall also have the power to uphold, withhold, change, modify, alter, or dismiss the penalty in demotion, discipline, suspension or dismissal cases **and have all powers as outline *The Saskatchewan Employment Act***

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Leave of absence without pay for personal reasons may be granted at the sole discretion of the Employer provided the operational requirements of the Employer permits. The facility manager shall respond to all requests for leave of absence within seven (7) days of receipt of the request. In cases of emergencies the manager shall respond to leave requests under this section as soon as possible. Approval shall not be unreasonably denied.

18.02 Upon not less than ten (10) working days' notice to the Employer, a maximum of two (2) employees elected or appointed to represent the Union at conferences, meetings, or conventions, may be allowed leave of absence without pay. Approval shall not be unreasonably denied.

18.03 Employees shall be granted maternity, parental and adoption leave in accordance with *The **Saskatchewan Employment Act***.

18.04 Bereavement Leave

(a) Bereavement leave of absence with pay **and benefits** for **up to** five (5) regularly scheduled working days shall be granted to employees, who have completed probation, at the time of notification of a death in their immediate families. Requests for bereavement leave shall be made in writing to the Facility Manager. Immediate family includes the employee's parents, spouse, child, brother, sister, father-in-law, mother-in-law, **daughter-in-law, son-in-law, sister-in-law, brother-in-law**, grandparent and grandchild.

(b) Employees other than full-time shall be eligible only for those hours that they were previously scheduled to work on the days in question.

18.05 Paid Jury or Court Witness Leave

Employees summoned for jury duty or in receipt of a summons or subpoena to appear as a witness in a court proceeding not resulting from their private affairs shall receive pay for regular

scheduled hours. Employees shall be required to forward any jury or witness fees paid by the courts to **the Employer** with the exception of accommodation, travel expenses, or meal expenses. Employees shall be required to advise their immediate supervisor in writing as far in advance as possible of any expected jury or witness duty leave request.

18.06 Compassionate Care Leave

The purpose of compassionate care leave is for the employee to access time away from work without pay, up to a maximum of eight (8) weeks, to provide care or support to a gravely ill family member with a significant risk of death within twenty-six (26) weeks. Compassionate care leave without pay shall be granted in accordance with the requirements of Employment Insurance (EI) Compassionate Care Benefit provisions.

18.07 Pressing Necessity

Wherever possible, an employee shall be granted leave with pay **and benefits** for pressing necessities. Pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence that could not by the exercise of reasonable judgment have been foreseen by the employee and which requires the immediate attention of the employee. The purpose of a pressing necessity leave is to allow the employee **one scheduled shift annually** to make arrangements to deal with the emergency situation, **excluding casuals**. Additional **unpaid** time will be reasonably granted on a case by case basis. The employee may elect to use vacation or Statutory Holiday time which has not yet been taken for the purpose of compensation for additional approved days.

18.08 Family Illness Leave

The purpose of family illness leave is for the employee to access time away from work without loss of pay to attend to the needs of family members (as defined in article 18.05) who are ill and for whom the employee has a duty of care. Such time shall not exceed forty (40) hours for the period of April 1 – March 31 of any year. Time under this article shall be prorated for regular part-time employees. This provision does not apply to casuals.

ARTICLE 19 - STATUTORY HOLIDAYS

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

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

19.02 (a) Full-time employees who work on a Statutory Holiday shall be paid at the rate of one and one half (1 ½) their regular rate of pay. Employees shall be allowed to take another day off with pay and benefits to be taken on a day mutually agreed between the employee and employer within a four (4) week period after the day in which the holiday occurs.

(b) If the Statutory Holiday falls on a full-time employee's regular day off, the full-time employee shall be allowed to take another day off with pay and benefits to be taken on a day mutually agreed between the employee and the employer within a four (4) week period after the day in which the holiday occurs.

19.03 (a) Part-time and casual employees who work on a Statutory Holiday shall be paid the rate of one and one-half (1 ½) their regular rate of pay for all hours worked.

(b) Each part-time and casual employee shall be paid Statutory Holiday pay based on five per cent (5%) of their earnings in the four (4) weeks immediately preceding the week in which the holiday occurs.

19.04 In the event that any Statutory Holiday(s) occur during an approved unpaid leave of absence, the employee shall be entitled to statutory holiday pay in accordance with *The Saskatchewan Employment Act*.

ARTICLE 20 - ANNUAL VACATION

20.01 All employees shall receive an annual vacation with pay in accordance with their continuous length of service with the Employer as follows. Vacation pay for casual and temporary employees shall be included in each pay.

Less than one (1) year ten (10) hours per month of service

After one (1) year of service one hundred and twenty (120) hours

After six (6) years of service one hundred and sixty (160) hours

After seventeen (17) years of service two hundred (200) hours

Vacation for regular part-time employees shall be prorated on full-time hours.

20.02 Vacation pay shall be calculated on the basis of three **fifty-second (3/52nds), four fifty-second (4/52nds), and five fifty-second (5/52nds) of the employees' gross earnings during the vacation year as determined by the employee's eligibility for annual vacation. Gross earnings shall include all remuneration paid to employees except transportation allowance**

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

20.04 Employees will be paid on regular paydays unless otherwise requested.

20.05 (a) The Employer shall post a vacation schedule at the start of each calendar year on which employees shall indicate their requests for vacation in that year.

(b) The employees shall complete their vacation requests by **completing the Absence of Work Request Forms by March 1st** of each year for the period April 1st to March 31st. The finalized vacation schedule shall be posted by April 1st.

- (c) Vacation requests must be submitted in writing to the Employer in accordance with the above provisions and shall be granted either in one continuous period or in smaller portions if so requested by the employee.
- (d) In the event an employee requests vacation but makes such request after the above described dates for scheduling vacation has passed, the Employer agrees to grant such requests without regard to seniority on a first come, first serve basis, provided the vacation can be reasonably accommodated.
- (e) If there is a conflict between employees regarding their vacation request seniority shall govern in the choice of the employees' vacation period.
- (f) Once a vacation is scheduled, the Employer will not cancel the vacation unless there is agreement with all concerned. **If the vacation is cancelled by agreement or unilaterally by the employer, the employer shall cover all costs associated with cancelling the vacation including but not limited to airline ticket cancellations, lodging, insurance and other costs the employee may have incurred associated with such cancellation.**

ARTICLE 21 - HOURS OF WORK AND OVERTIME

- 21.01** The Employer retains the right to schedule hours of work of Employees as is necessary to provide coverage for the determined hours of operation.
- 21.02** A full day shall consist of eight (8) hours as scheduled by the Employer. The full weekly hours of work shall be forty (40) hours per week as scheduled by the Employer.
- 21.03** Authorized hours worked by employees in excess of eight (8) hours in a day or in excess of forty (40) hours in a week, shall be considered overtime hours and paid at one and one-half (1-½) times the regular rate of pay, as provided in Schedule "A".
- 21.04** The timing of providing the employees their meal and rest periods shall continue as established in accordance with the Employer's present practices.

(a) Rest Breaks

- (1) Employees who work a shift of more than three (3) hours but less than six (6) hours shall be entitled to one fifteen (15) minute paid rest period per shift.
- (2) Employees who work a shift of six (6) hours or more shall be entitled to two (2) paid fifteen (15) minute rest periods per shift.

(b) Meal Breaks

Employees who work a shift of at least six (6) hours shall be entitled to an unpaid meal break of one-half (1/2) hour.

21.05 (a) Part time employees who have expressed in writing a willingness to work additional hours will be offered shifts that become available before casual employees. Such additional hours not filled by part time employees shall be offered to casual employees. Such work will be offered to part time and casual employees on the basis of seniority provided the employee has sufficient ability to perform the work in question. Part time and casual call in shall be limited to the employee's department, i.e.: Housekeeping/laundry dept., Food Service dept., Maintenance dept. and Tenant Services dept. Such work will not result in any overtime payment or any other additional cost to the Employer, nor will it impair the Employer's ability to provide the required coverage on all shifts. The receipt of additional hours under this Article shall not change a part time employee's normal hours of work. It is understood and agreed that the Employer determines the number of casual Employees in any classification.

The server classification is staffed predominately by a student pool. This practice has accommodated the needs of students by allowing them to work hours in concert with their studies. It is agreed that this practice will continue and that Article 21.05 will not apply to the server classification.

- (b) In order to be eligible for such shifts employees must indicate in writing **on a form provided by the employer**

when they are available for work. **The Employer shall meet with** Employees who have indicated their availability to work such shifts **and** subsequently fail to accept those additional hours, **when they have been offered**. As a result of such meeting the employer may take appropriate action if **the employee has not offered a reasonable explanation for not accepting the shifts being offered. Employees shall update their availability every three months.**

- (c) Employees receiving hours under this Article shall be paid the rate applicable to the work involved in accordance with Schedule "A".

21.06 Employees shall have the right to **trade** shifts only with the prior authorization from Management which will not be unreasonably denied.

21.07 Work Schedules

- (a) The Employer shall maintain a **Master Rotation** that addresses the needs of the organization. The **Master Rotation** shall contain all available hours.
- (b) Four week work schedules based upon the Master Rotation in the work site, shall be posted four (4) weeks in advance in a place accessible to the employees **excluding servers**.
- (c) The employee's work schedules shall be confirmed and posted two (2) weeks in advance of the actual week being worked, (midnight Saturday to the next following Saturday midnight) in places readily accessible to all the employees. Such schedules shall indicate the specific days off and starting and finishing times of each employee.
- (d) **When an employee is required to change their shift from the posted and confirmed schedule as a result of an Employer directive, the employee shall be paid at the rate of once and one half (1.5x) for all hours so changed.**
- (e) **When an employee returns from an approved medical leave, the employee scheduled to work the relief assignment shall have her shifts cancelled**

without any notice and without any cost to the Employer.

21.08 Employees who are called **and return back** overtime hours while off duty, shall be guaranteed minimum pay of two (2) hours at the overtime rate.

21.09 Employees who report for work on a scheduled shift, and **the shift is cancelled shall receive their full pay for the shift so cancelled. There shall be no shifts less than 3 hours.**

21.10 (a) Overtime hours over the call back minimum in Article 21.08 shall be voluntary and be offered on the basis of seniority in their respective classification. In emergencies due to operational requirements, where no employee in the respective classification has accepted overtime, mandatory overtime shall be assigned starting with the least senior employee provided that the employee possesses the necessary qualifications.

(b) Overtime that is under the call back minimum in Article 21.08 shall be offered by seniority to employees in the respective classification that are already working. In emergencies due to operational requirements, where no employee in the respective classification has accepted overtime, mandatory overtime shall be assigned starting with the least senior employee already working provided that the employee possesses the necessary qualifications.

ARTICLE 22 - UNION REPRESENTATION

22.01 A Representative of the Union may be allowed to conduct the legitimate affairs of the Union in the workplace, with the prior permission of management which will not be unreasonably denied, and provided there is not a disruption of the employees or their working schedules.

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

22.03 The Employer shall permit duly authorized **SEIU-West Union Representatives or their designated representatives** to negotiate with representatives of the Employer during working hours for the settlement of disputes and grievances of employees covered by this Collective Agreement.

22.04 Disciplinary or Investigative Meeting

- (a) Where the Employer intends to reprimand, demote, suspend, dismiss, or otherwise discipline an employee the Employer will inform the employee and the **SEIU-West Union Representative or their designated representative of the nature, cause and reason of the discussion prior to the meeting so that they may determine who will attend.**
- (b) When the Employer intends to conduct an investigative meeting where it is reasonable to anticipate that the Employer may become aware **of** information that could result in discipline the Employer will inform the employee and the **SEIU-West Union Representative or their designated representative of the nature, cause and reason of the discussion prior to the meeting so that they may determine who will attend.**

22.05 Progressive/Corrective Discipline

- (a) **Just Cause – No employee shall be disciplined or suspended without just cause and shall be informed of the nature, issues and cause of any meeting with the Employer.**
- (b) **Steps of corrective discipline – The parties agree that the normal steps of progressive discipline are as follows:**
- **Verbal Warning**
 - **Written Warning**
 - **Suspension**
 - **Termination**

It is understood that normal progression may be altered by the severity of the offence.

- (c) **Employees are entitled to access the grievance procedure in cases of discipline or discharge except that probationary employees may be discharged for unsuitability.**

22.06 Employee file

- (a) A copy of a document placed in an employee's file which indicates the basis for disciplinary action shall be copied to the employee, **the local Union** and **the SEIU-West Union office in Saskatoon.**
- (b) The employee's reply to such document shall also become a part of the employees' record.
- (c) The Employer shall allow an employee to review their personnel file **and make copies of its contents** provided they make prior arrangements with their immediate management team member. Any proven inaccuracies on an employee's record shall be removed. The employee shall be entitled to Union representation during this process.
- (d) **Documentation referred to in a) above that is not related to a disciplinary suspension shall be void after two (2) years, unless there have been subsequent documented incidents of a similar nature. Documentation referred to in a) above that is related to a disciplinary suspension shall become void after three (3) years, unless there have been subsequent documented incidents of a similar nature. Upon request, following the time periods above the documentation shall be removed from the employee's file.**

ARTICLE 23 - SICK LEAVE

23.01 When taken ill and unable to report for work, the employee shall notify her department head at the earliest possible opportunity. The employee shall offer proof satisfactory to the Employer of her illness, if requested to do so by the Employer. The Employer agrees to exercise reasonable discretion in this regard. **If the Employer requests a medical certificate,**

the Employer shall pay the cost of the medical certificate.

23.02 The Employer may require an employee to undergo a medical examination by a medical doctor. The fees for the medical examination, if any, shall be paid by the Employer. This may be required when it is necessary to determine the cause of absenteeism or establish the state of health of a particular employee, or as a safeguard for other members of staff or residents. At the time of the examination, the employee will be advised whether she is well enough to return to work.

23.03 Full time employees will earn sick leave at the rate of ten (10) hours per month. The earning of sick leave for employees other than full time employees will be pro-rated (based on full time hours). Sick leave credits shall accumulate during the term of this Agreement. Casual and temporary employees shall not be entitled to earn sick leave credits, but are entitled to access unpaid leave in the event of their own illness.

23.04 Full-time **and part time** employees shall access sick leave for all scheduled working hours.

23.05 Upon the completion of probation, an employee who is unable to make the necessary arrangements for personal preventative health care for themselves outside of scheduled work hours may be granted a maximum of eight (8) hours per year, prorated for Part Time and excluding causals. Approval shall not be unreasonably denied.

ARTICLE 24 - NO DISCRIMINATION

24.01 No Discrimination

(a) The Employer and the Union agree that there shall be no discrimination except as permitted by *The Saskatchewan Human Rights Code*.

(b) Where an employee believes an incident or incidents of discrimination has taken place said employee shall report the matter to the Employer and/or Union.

24.02 Union Activity

No employee will be discriminated against for reporting to the Union an alleged violation of this Agreement or for exercising any right under this Agreement.

24.03 No 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. The Employer shall have in place a harassment policy, which shall be reviewed regularly and revised as deemed appropriate.

(b) Harassment means any inappropriate conduct, comment, display, action or gesture by a person:

That either:

(1) is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; or

(2) adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and

That constitutes a threat to the health or safety of the worker.

(c) The Employer and the Union acknowledge a shared responsibility to prevent harassment and promote a safe, abuse-free working environment.

(d) Harassment does not include any reasonable action that is taken by the Employer, or a manager or supervisor employed or engaged by the Employer, relating to the management and direction of the Employer's workers or the place of employment.

(e) Where an employee believes an incident or incidents of harassment has taken place said employee shall report the matter to the Employer and/or Union.

- (f) The Union and the Employer agree that an employee shall not be disciplined or discriminated against as a result of filing a harassment complaint in good faith.

24.04 Duty to Accommodate

The provision of *The Saskatchewan Human Rights Code* and the regulations thereto apply and form part of this Agreement, as applicable, with respect to the duty to accommodate employees with bona fide permanent disabilities, short of imposing an undue hardship on the Employer. The accommodation of employees with bona fide permanent disabilities is a shared responsibility between the Employer, the Union and the employee involved. All parties agree to work cooperatively towards this end. Employee medical information shall be treated in a confidential fashion as much as reasonably possible through the accommodation process.

- (a) **Employees who are ill or disabled and who are medically cleared to return to work shall, where operationally possible and where medically necessary, be offered a temporary modified return to work and/or temporary lighter duties in order to facilitate their return to normal duties. In such circumstances, the Union and the Employer may mutually agree to waive or modify, on a case by case basis, those provisions of the collective agreement that prohibit such accommodation from being made.**

ARTICLE 25 – GENERAL PROVISIONS

25.01 Employees shall receive proper orientation for their job.

25.02 The Employer shall supply all tools and equipment, which it deems necessary to employees in the performance of their duties. Worn or broken tools shall be returned to the Employer.

25.03 (a) Each employee shall receive their pay every second Friday for all monies owed to them up to and including the previous Saturday. Pay shall be by direct deposit to the

branch of the financial institution of the employee's choosing. Each employee's pay statement, indicating rate of pay, overtime, specific deductions, etc., shall accompany each payment and shall be provided to the employee at their work location.

- (b) Where the Employer contemplates an electronic system for providing pay statements the Employer shall reasonably assist the employee in obtaining their pay statements in a timely fashion.

25.04 Should an employee be required to provide any form of background or criminal records check, the cost charged by the agency for such check shall be paid for by the Employer.

25.05 Employee Performance Review

- (a) When a review or appraisal of an employees work is made, the employee shall be given the opportunity to read and discuss the document. Any employee signature shall not constitute agreement.**
- (b) The employee performance appraisal review is not a disciplinary meeting.**
- (c) Employees shall have the right to respond in writing to such appraisal or review during the appraisal and the response shall become part of the record.**

ARTICLE 26 - DURATION OF AGREEMENT

26.01 This Agreement shall be in effect from August 1st, 2015 and shall remain in force until July 31st, 2018 and thereafter from year to year; however, either party may, not less than sixty (60) days or more than One Hundred and twenty (120) days before the expiry date of this Agreement, give notice in writing to the other party to negotiate a renewal or revision of the Agreement or the conclusion of a new Agreement.

SCHEDULE "A"
Luther Riverside Terrace
Support Group Wage Schedule

Classification	Hours	Effective August 1st 2015	Effective August 1st 2016	Effective August 1st 2017
Cooks	Start-1039	\$14.63	\$14.92	\$15.22
	1040-2079	\$15.21	\$15.51	\$15.82
	2080-4159	\$15.82	\$16.14	\$16.46
	4160 +	\$16.46	\$16.79	\$17.13
Dishwashers	Start-1039	\$12.19	\$12.43	\$12.68
	1040-2079	\$12.67	\$12.92	\$13.18
	2080-4159	\$13.18	\$13.44	\$13.71
	4160 +	\$13.71	\$13.98	\$14.26
Servers	Start-1039	\$12.19	\$12.43	\$12.68
	1040-2079	\$12.67	\$12.92	\$13.18
	2080-4159	\$13.18	\$13.44	\$13.71
	4160 +	\$13.71	\$13.98	\$14.26
Drivers	Start-1039	\$12.19	\$12.43	\$12.68
	1040-2079	\$12.67	\$12.92	\$13.18
	2080-4159	\$13.18	\$13.44	\$13.71
	4160 +	\$13.71	\$13.98	\$14.26
Housekeepers	Start-1039	\$12.19	\$12.43	\$12.68
	1040-2079	\$12.67	\$12.92	\$13.18
	2080-4159	\$13.18	\$13.44	\$13.71
	4160 +	\$13.71	\$13.98	\$14.26
Laundry Workers	Start-1039	\$12.19	\$12.43	\$12.68
	1040-2079	\$12.67	\$12.92	\$13.18
	2080-4159	\$13.18	\$13.44	\$13.71
	4160 +	\$13.71	\$13.98	\$14.26
Summer Activity	Start-1039	\$12.19	\$12.43	\$12.68
	1040-2079	12.67	\$12.67	\$12.67
	2080-4159	\$13.18	\$13.18	\$13.18
	4160 +	\$13.71	\$13.71	\$13.71
Maintenance	Start-1039	\$15.88	\$16.20	\$16.52
	1040-2079	\$16.46	\$16.79	\$17.13
	2080-4159	\$17.07	\$17.42	\$17.76
	4160 +	\$17.72	\$18.07	\$18.43

SCHEDULE "A" (continued)
Luther Riverside Terrace
Support Group Wage Schedule

1. On Call Premium

It is agreed that from time to time it will be necessary to request Maintenance employees to be "on call" and available to return to work on short notice. It is agreed that in such cases the employee will be paid an additional premium of one hundred and twenty-five (\$125.00) for each week the employee is "on call". This will be prorated appropriately for shorter time periods.

2. Retroactive Pay:

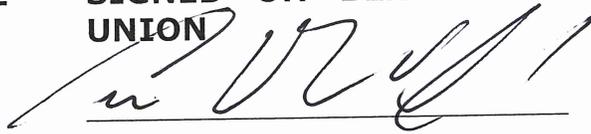
Each employee shall receive retroactive pay in the amount of the difference between their current rate of pay and the amount the employee would have received had that employee been paid the within described rate(s). All retroactive pay shall be paid by separate payroll.

DATED THIS 18 DAY OF August, 2016.

**SIGNED ON BEHALF OF THE
EMPLOYER**

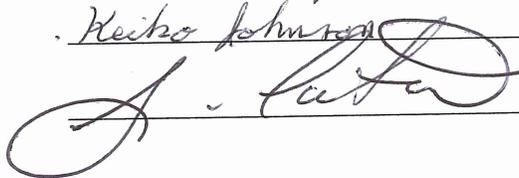


**SIGNED ON BEHALF OF THE
UNION**



Helen M. Jones

Keith Johnson



LETTER OF UNDERSTANDING #1

Between

Lutheran Sunset Home Corp.

At

Luther Riverside Terrace Support Group

And

SEIU-West

Re: Benefit and Pension Plans

The following letter shall form part of the Collective Agreement:

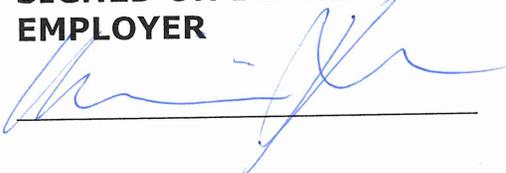
The Employer agrees to continue to make available to all eligible employees the current SAHO Benefit Plan and Saskatchewan Healthcare Employees' Pension Plan (SHEPP).

The Employer shall continue to participate, pay, deduct, and remit premiums, in accordance with the terms of SHEPP and the SAHO Benefit Plan.

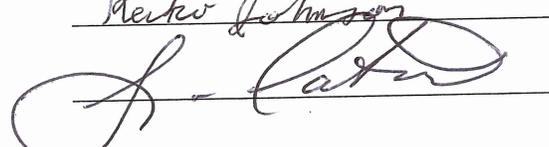
Should the parties, during the term of this Collective Agreement, enter into negotiations with respect to an alternative Benefit and/or Pension Plan provider, employees who are currently enrolled in the SHEPP Plan shall be entitled to continue participating in that Plan or moving to the newly negotiated plan at their choosing.

DATED THIS 18 **DAY OF** August, 2016.

**SIGNED ON BEHALF OF THE
EMPLOYER**



**SIGNED ON BEHALF OF THE
UNION**


Heber M. Jones
Heiko Johnson


LETTER OF UNDERSTANDING #2

Between

Lutheran Sunset Home Corp.

At

Luther Riverside Terrace Support Group

And

SEIU-West

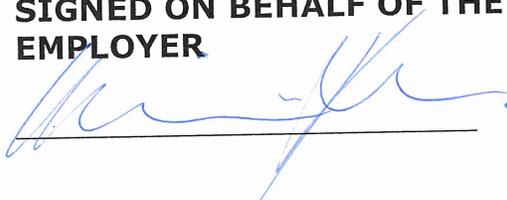
Re: Staff Appreciation Bonus

The Employer agrees to the one-time payment of a staff appreciation bonus. The bonus shall be paid as follows:

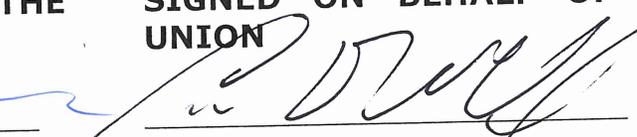
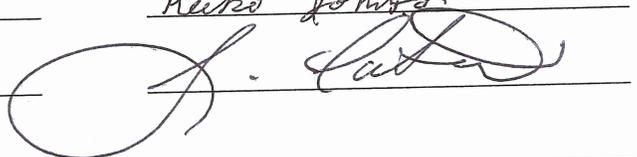
- Payment based on paid hours at regular rates for the time period January 4, 2015 – January 2, 2016
- All full-time employees who have worked full-time hours between January 4, 2015 – January 2, 2016 shall receive \$500 less all deductions required by law.
- Payment to all part-time and casual employees will be prorated based on paid hours at regular rates between January 4, 2015 – January 2, 2016.
- To be eligible for the staff appreciation bonus, employees must be employed with the Employer at the signing date of the Collective Agreement.

DATED THIS 18 DAY OF August, 2016.

**SIGNED ON BEHALF OF THE
EMPLOYER**



**SIGNED ON BEHALF OF THE
UNION**


Helen M. Jones
Keiko Johnson


Union contacts:

	Name	Phone	Email
Unit			
Chairperson	_____		
Unit Vice-Chairperson	_____		
Workplace Communicator	_____		
Shop Stewards	_____		

Union Representative:	_____		

The Member Resource Centre (MRC) is normally staffed from 9 am to 5 pm Monday to Friday. You can reach an MRC Officer by phone (1-888-999-7348 and press 1) or you can use the 'Contact Us' form on the website: www.seiuwest.ca.

2015

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JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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SEIU-West represents working people across Saskatchewan who work in Healthcare, Education, Municipalities, Community Based-Organizations and Private Sector Industries. We work to improve the lives of working people and their families and lead the way to a more just and humane society.



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

We are Stronger Together!