

This Agreement entered into this 7th day of March, 2019.

BETWEEN: TEMPLE GARDENS HOTEL & SPA

OF THE FIRST PART

AND: SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION

OF THE SECOND PART

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**AGREEMENT**

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**TEMPLE GARDENS**

HOTEL & SPA



**Expiry Date: December 31, 2021**

# INDEX

Article 1	- Purpose.....	1
Article 2	- Scope.....	1
Article 3	- Recognition.....	2
Article 4	- Management Rights.....	2
Article 5	- Clarification of Terms.....	2
Article 6	- Determining Full-Time Status.....	3
Article 7	- Union Security.....	4
Article 8	- Dues Check-Off.....	4
Article 9	- Seniority.....	5
Article 10	- Hours of Work.....	6
Article 11	- Meal Breaks and Rest Periods.....	7
Article 12	- Overtime Rates of Pay.....	7
Article 13	- Wage Rates and Job Classifications.....	8
Article 14	- Promotions and Vacancies.....	8
Article 15	- Layoffs.....	10
Article 16	- Grievance and Arbitration Procedure.....	11
Article 17	- Paid Statutory Holidays.....	12
Article 18	- Annual Vacations.....	13
Article 19	- Leave of Absence.....	14
Article 20	- Jury and Witness Duty.....	15
Article 21	- Union Representative Visits.....	16
Article 22	- Notice Boards.....	16
Article 23	- Safety and Health.....	16
Article 24	- Discrimination and Harassment.....	17
Article 25	- Training.....	18
Article 26	- Benefits.....	18
Article 27	- General.....	20
Article 28	- Co-operation.....	21
Article 29	- Spa Therapists.....	21
Article 30	- Duration of Agreement.....	22
Appendix A	- Wage Rates.....	23
Appendix B	- (i) Spa Therapists.....	26
Appendix B	- (ii) Therapist Wage Matrix.....	28
Appendix B	- (iii) Notes.....	31
Appendix B	- (iv) Letter of Understanding #1 – Introducing New Services.....	32
Appendix C	- Overtime Waiver Form.....	33
Appendix D	- Casual Availability Form.....	34
Letter of Understanding #1	- Scheduling.....	35
Letter of Understanding #2	- Amendment to Housekeeping and Laundry Meal Breaks.....	36
Letter of Understanding #3	- Shift Swapping.....	37
Letter of Understanding #4	- Housekeeping Attendants.....	38
Letter of Understanding #5	- Room Service Assignment.....	39
Letter of Understanding #6	- Casual Employees.....	40
Letter of Understanding #7	- Internal Posting for Temporary Fulltime Positions.....	41
Letter of Understanding #8	- Discipline Without Punishment.....	42
Letter of Understanding #9	- Lifeguards.....	45

This Agreement entered into this 7th day of March, 2019.

BETWEEN: Temple Gardens Hotel & Spa, hereinafter referred to as the Employer

OF THE FIRST PART

AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union,  
hereinafter referred to as the Union

OF THE SECOND PART

ARTICLE 1 - Purpose

1.01 The purpose of this Agreement shall be:

- (a) To set forth terms and conditions of employment relating to rates of pay, hours of work, and other working conditions as outlined in this Agreement;
- (b) To maintain an efficient operation while promoting harmonious relations between the Union and the Employer and recognizing the principle that the customer comes first;
- (c) To provide for a method of settlement of disputes and grievances of employees covered by this Agreement.
- (d) The Employer is committed to creating and sustaining a vibrant, healthy, safe and caring work environment for all people who work for the Employer, the employees and the Union agrees to contribute positively to the Employer's commitment. All people are to be treated with respect, honesty and dignity. Behavior and/or situations that run contrary to such treatment will not be tolerated. While working at Temple Gardens Hotel & Spa everyone is entitled to fair treatment and is responsible to treat others with respect.

ARTICLE 2 - Scope

2.01 This Agreement shall cover all employees of Temple Gardens Hotel & Spa in or in connection with its places of business located in or around Moose Jaw, Saskatchewan, except the General Manager, Food and Beverage Manager, Assistant Food & Beverage Manager, Maintenance Manager, Controller, Front Desk Manager, Spa Manager, Assistant Spa Manager, Director of Sales, Catering Sales Manager, Sales Coordinator, Rooms Division Manager, Reservations Manager, Executive Housekeeper, Executive Chef, Sous Chef, Payroll Clerk, Human Resources Coordinator, and Accounting Assistant.

### ARTICLE 3 - Recognition

- 3.01 The Employer recognizes the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its designated bargaining representatives on matters relating to rates of pay, hours of work and other working conditions affecting the employees covered by this Agreement.
- 3.02 No employee shall receive a reduction in hours as a direct result of out of scope employees performing bargaining unit work. During the term of this Agreement, the amount of bargaining unit work historically performed by out-of-scope employees shall not be increased.
- 3.03 The Employer will not contract out work normally performed by members of the bargaining unit. The Union recognizes that the Employer has contracted some work in some areas where bargaining unit members perform some duties this relationship shall continue. The Employer agrees to consult with the Union before any new duties are contracted out.
- 3.04 The Employer agrees to introduce new employees to their shop steward as part of the orientation. During the introduction the Employer/steward will mutually agree to allow the steward 15 minutes to sign up the new employee.

### ARTICLE 4 - Management Rights

- 4.01 All the functions, rights, practices, powers and authorities which the Employer has not specifically abridged or modified by the terms of this Agreement are recognized as being retained by the Employer.
- 4.02 Without restricting the foregoing, the Union agrees that it is the exclusive right of the Employer to operate and manage its business in all respects.
- 4.03 The Employer shall have the right to discipline and discharge employees for just cause.
- 4.04 Management shall practice good faith and exercise its rights in a manner that is firm, fair, reasonable and consistent with the terms of this Agreement.

### ARTICLE 5 - Clarification of Terms

- 5.01 The words "this Agreement" shall mean this Collective Bargaining Agreement.
- 5.02 Wherever the words "employee" or "employees" appear, it shall mean any person or persons covered under the terms of this Agreement.
- 5.03 The words "he/she", "him/her" or "his/her" shall mean any employee, male or female.
- 5.04 The word "qualifications" shall mean those reasonable standards set by the Employer to satisfactorily perform the duties of the position, including requisite certification, general appearance and aptitude to meet and handle the public where required.

- 5.05 The words “qualifying period” means an evaluation period when an employee is appointed to a job other than the one in which initial probation was served.
- 5.06 The words “probationary employee” shall mean any employee who is on initial probation and possesses no seniority rights.
- 5.07 The words “full-time employee” shall mean an employee who regularly works thirty (30) or more hours per week.
- 5.08 The words “part-time employee” shall mean an employee who regularly works less than thirty (30) hours per week.
- 5.09 The words “seasonal employee” shall mean an employee that may work full-time or part-time hours such as Christmas, summer months and school breaks. Seasonal employees do not accrue seniority.
- 5.10 The words “casual employee” shall mean an employee that is used intermittently to perform work of an unpredictable nature such as additional business or to replace for absences. Casual employees do not accrue seniority.
- 5.11 Casual and seasonal employees will accumulate hours, which will be converted in accordance with the formula of one hundred and thirty (130) hours equal to one (1) month of seniority and then back-dated after successfully filling a full-time or part-time position. Where an employee who has requested and been approved, has moved from full-time or part-time to casual or seasonal and then successfully bids into either, the formula will only apply from the commencement in the most recent casual or seasonal position. However, there will be no reduction in the rate of pay.
- 5.12 The word “department” means those listed in Appendix A and Appendix B.

#### ARTICLE 6 – Determining Full-Time Status

- 6.01 (a) Full-time status will be based on the previous twelve (12) months of total hours worked, on or about September 1<sup>st</sup> and on or about March 1<sup>st</sup>, by an employee using 1560 hours and will take effect with the first schedule of work on or about September 15<sup>th</sup> or March 15<sup>th</sup> respectively for the following six (6) month period. Subject to the outcome of status based on the hours, changes in seniority will be reflected by dovetailing in either the full-time or part-time seniority list for purposes of shift pick only. For all classifications other than therapists and lifeguards, this applies to September 1 only
- (b) In computing hours worked for employees, these shall include: paid holidays, vacations, statutory leave of absence, authorized sick leave, Workers’ Compensation Board, and hours worked in any department of the Hotel. For an employee who has been granted an authorized leave over one (1) month, the hours will be calculated by averaging the previous twelve (12) month period to the last day worked.

- (c) To calculate full-time status of a part-time employee using a calculation of his/her hours, the said employee must be employed for a minimum of eight (8) months prior to March 1<sup>st</sup> or September 1<sup>st</sup> respectively.
- (d) Where an employee is scheduled full-time hours and by virtue of fluctuating business demands actually ends up working less than full-time hours, the Union and the Employer agree that the employee will be able to rely on his/her hours scheduled to maintain full-time status.

#### ARTICLE 7 – Union Security

- 7.01 Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in his/her employment, apply for and maintain membership in the Union, as a condition of his/her employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his/her membership or apply for and maintain his/her membership in the Union shall, as a condition of his/her employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.
- 7.02 (a) The Union shall elect or appoint shop stewards in accordance with its Constitution and Local bylaws.
- (b) The Employer agrees to recognize the duly appointed or elected shop stewards. The Union agrees to advise the Employer in writing of the names of elected or appointed stewards and to advise the Employer of changes made from time to time.
- (c) The Employer agrees to notify the Union in writing of the names of appointed department heads and any changes to those appointments.
- (d) The shop steward's first obligation is the fulfillment of their responsibilities as an employee. The Manager's first obligation is the fulfillment of their responsibilities as a manager.
- (e) The shop steward must not leave their assigned work area on Union business without prior permission. Such permission will not be unreasonably withheld and department heads will co-operate to ensure that legitimate Union business is not impeded.
- (f) The shop steward shall not be discriminated against or disciplined for the performance of their duties on behalf of the Union.

#### ARTICLE 8 - Dues Check-Off

- 8.01 The Employer agrees to deduct out of the wages due to each employee the dues, assessments and initiation fees uniformly levied on all employees. Deductions made in each month shall be forwarded to the person designated by the Union before the fifteenth day of the month following the month in which the deductions were made.
- 8.02 The Employer shall furnish the Union, along with each remittance, a written list of:

- (a) Names and addresses of all employees from whom deductions have been made;
  - (b) Names of all employees who have been terminated or hired.
- 8.03 Union dues deductions, deducted from the Employer's payroll during the calendar year shall be included on the T-4 income tax slips that are provided by the Employer.

#### ARTICLE 9 - Seniority

- 9.01 For all employees hired prior to July 1, 2005, seniority shall be calculated from date of hiring. For all employees hired on or after July 1, 2005, seniority shall be calculated from first day worked. Except as otherwise provided in this Agreement, seniority shall be used on a unit-wide basis. Separate seniority lists will be established for full-time and part-time employees for each department and supplied to the Union. An employee can obtain seniority on only one (1) list at a time. Seniority lists will be posted on or about March 15<sup>th</sup> and September 15<sup>th</sup> each year thereafter. The seniority list will identify employee status, department and unit-wide seniority within classification. An employee will have a period of fourteen (14) calendar days to dispute the newly posted seniority list.
- 9.02 All full-time and part-time employees shall be on probation for a period of (3) three calendar months or three hundred and fifty (350) hours **worked** whichever occurs last. After successful completion of the probationary period, new employees shall be placed on the applicable seniority lists and their seniority shall be backdated to their first day worked. It shall be the decision of the Employer to determine the suitability of a probationary employee, and whether the probationary period has been successfully completed. However, nothing shall preclude such an employee from grieving the Employer's determination of suitability. Where two (2) or more employees are listed with the same first day worked seniority date, the deadlock shall be broken by drawing numbers. The employee drawing number one (1) shall be listed first and so on.
- 9.03 Seniority shall be broken and employment terminated when:
- (a) An employee is dismissed by the Employer and not reinstated by the grievance and arbitration procedure;
  - (b) An employee resigns;
  - (c) An employee refuses or fails to report to work on recall after layoff;
  - (d) An employee is on layoff in excess of twelve (12) months.
  - (e) An employee is absent for three (3) consecutive scheduled shifts without notifying the Employer. The Employer agrees to make every reasonable effort to contact the employee.
  - (f) An employee has not worked for a period of twenty-four (24) consecutive months.
- 9.04 An employee who has exercised their seniority as a result of a promotion or reduction in hours and are still in their qualifying period in their new classification shall be restricted

from exercising their seniority in the new classification where that would result in an unqualified employee being left in control of an area. Where the foregoing results in an unqualified senior employee receiving a reduction in hours the employee will be entitled to make up their hours in their previous classification.

#### ARTICLE 10 - Hours of Work

- 10.01 Employees shall be entitled to be scheduled the most available hours on a weekly basis based on their seniority within their classifications. The Employer is committed to providing the opportunity for maximizing full-time hours for full-time employees recognizing the general uncertainty of the hotel business. The work week commences on Sunday at 12:01 a.m. and ends on Saturday at 11:59 p.m. The Employer will operate in good faith and work to achieve a forty hour work week wherever practical, subject to the demands of the business.
- 10.02 Scheduling shall be done on a department by department basis in seniority order maximizing hours of senior employees with choice of schedule, subject to the demands of the business.
- 10.03 The minimum schedule or call-in shall be three (3) hours. An employee scheduled or called to work for less than three (3) hours shall receive three (3) hours pay at their regular rate or overtime rate, whichever is applicable.
- 10.04 Employees required to work a split shift shall be entitled to at least the minimum schedule, as outlined in Article 10.03 above, on either side of the split.
- 10.05 The Employer shall post schedules at least one (1) week in advance of the schedule taking effect.
- 10.06 If the level of business in the hotel changes beyond the control of the Employer and it becomes necessary to decrease the number of staff working, the most senior employee working in the classification shall be entitled to leave first. However, if not enough employees volunteer to leave early the Employer will send employees home in reverse order of seniority.
- 10.07 Start time for room attendants and laundry shifts shall not be moved without legitimate business reasons.
- 10.08 Room and work allocation in housekeeping shall be done on a fair and equitable basis.
- 10.09 Employees who work five (5) days a week for the Employer shall be entitled to two (2) consecutive days off in every seven (7) days.

#### Banquet Department

- 10.10 The Employer shall make every effort to provide banquet employees who work five (5) days a week two (2) consecutive days off (in every seven (7) days).

- 10.11 Banquet employees are scheduled based on demand and it is understood that work will be highly variable. As a result, employees shall be scheduled for the most available hours on a daily basis based on their seniority within their classifications.
- 10.12 The Employer shall post the banquet schedules one (1) week in advance of the schedule taking effect, but due to the nature of the catering business will continue to schedule staff for last minute banquet events based on the employee's schedule restrictions. In such cases, based on the employee's availability and work restrictions, the Employer will then contact or phone the most senior who is not restricted for the times required. In such cases the Employer will require verbal agreement to work before placing that employee on the schedule. Once the employee agrees to work, they will be responsible for working that schedule.
- 10.13 Banquet employees will be allowed to eat food left over on the banquet table with the approval of the manager or manager on duty from time-to-time.

#### ARTICLE 11 - Meal Breaks and Rest Periods

- 11.01 Employees shall be entitled to one (1) fifteen (15) minute paid rest period within each four (4) hours of work. Rest periods must be separated by two (2) periods of work.
- 11.02 Employees shall be entitled to a one-half (½) hour unpaid meal break after each four (4) hours of work except the restaurant, kitchen, night audit, where there is only one person in a department on shift or where employees are scheduled for five (5) or less hours.
- 11.03 The parties agree that there will continue to be flexibility in the scheduling of meal breaks and rest periods. Meal breaks and rest periods shall normally be midway through a work period recognizing that they may vary due to customer demands.
- 11.04 Employees shall be entitled to complementary filtered water, coffee, tea or fountain drink during their coffee and meal breaks and between; a 50% discount on meals as presented on the "Staff Menu" during meal breaks.

#### ARTICLE 12 - Overtime Rates of Pay

- 12.01 Overtime work shall be voluntary except in case of emergency or an unusual occurrence arises.
- 12.02 All overtime must be authorized in advance by the Employer before it is worked.
- 12.03 All hours worked in excess of eight (8) hours in a (24) twenty-four hour period or (40) forty hours in a one (1) week period in all departments shall be considered overtime and paid at a rate of one and one-half (1½) the employee's regular rate.
- 12.04 Employees who wish to maximize their hours by working more than eight (8) hours in a twenty-four (24) hour period but no more than eight (8) hours in a calendar day without the payment of overtime shall be entitled to sign a waiver to that effect, a copy of which shall be attached to this Agreement as *Appendix "C"*. Employees wishing to cancel their waiver must give two weeks written notice.

- 12.05 Employees shall be scheduled overtime in the order of seniority in their classification first, then department, provided the senior employee possesses the qualifications to perform the tasks required. Employees at work will be given the first chance to work overtime in the above order, before the process of calling-in employees who are not at work. Employees who remain to work overtime receive overtime pay for only the actual overtime worked.
- 12.06 The Employer shall not adjust an employee's regular time to absorb overtime.

#### ARTICLE 13 - Wage Rates and Job Classifications

- 13.01 Job classifications and minimum hourly wage rates for all employees covered by this Agreement shall be set out in *Appendix "A" and Appendix "B"* attached hereto which shall form a part of this Agreement.
- 13.02 The Employer shall not introduce new methods of paying employees without prior negotiations and agreement with the Union. Employees shall be paid by direct deposit at 12:01 a.m. on an employees regular pay day (every second Friday). Where the pay day falls on a statutory holiday the pay day shall be the day before. Pay statements shall be available on pay day with a complete breakdown of regular pay, overtime pay, statutory holiday pay, accumulated vacation pay, retroactive pay, banquet gratuities, and all legal deductions. An ADP printout for the most recent pay period shall be available to an employee upon request.
- 13.03 Except where caused by a reduction in the work force, an employee who may be required to temporarily fill a position covered by this Agreement paying a lower wage rate shall not have his/her wage rate reduced to the wage rate for the classification he/she is temporarily filling for hours worked in that classification.
- 13.04 An employee temporarily filling a position paying a higher rate of pay shall be paid the rate applicable to the position for the hours worked in that classification.
- 13.05 The Employer has the right to establish new classifications or positions during the term of this Agreement. The wage rates for such positions or classifications shall be subject to negotiations and agreement. Where terms and conditions specific to the position or classification are not covered by this Agreement they also will be subject to negotiation and agreement with the Union.
- 13.06 The Employer shall not be entitled to deduct from an employee's pay check, or request that an employee pay them for replacing name tags or locks. Employees are required to conscientiously secure and look after the Employer's property in their control.

#### ARTICLE 14 - Promotions and Vacancies

- 14.01 Vacancies posted by the Employer in regularly assigned job classifications shall be posted on all departmental Union bulletin boards with a copy sent to the Union office and the Chief Steward. Each posting shall be given an identification number and be marked with the date of posting. If the posting is for more than one employee it will clearly state the number to be hired. Employees shall be allowed seven (7) calendar days in which to make application for such vacancies or positions. The name of the applicants and the successful

candidate will be sent to the Union office. **The Employer also agrees to email the Union office an updated copy of the Internal Posting Logbook within the first full workweek of each month.**

- 14.02 Vacancies shall be filled on the basis of seniority and qualifications. Full-time seniority will apply to full-time vacancies and part-time seniority shall apply to part-time vacancies, however where there are no full-time applicants, part-time applicants will be considered for full-time positions and vice versa in accordance with this Article.
- 14.03 Notice of in-scope postings will state the position and department, job duties, required qualifications for the job, and the wage rate for the position.
- 14.04 Any employee who obtains a promotion or transfers to another position shall be on a qualifying period for ten (10) days worked for full-time positions and eighty (80) hours for part-time positions. During this qualifying period the employee must demonstrate that they can satisfy all of the requirements of the job to which they have been promoted or transferred. After the employee has successfully completed his/her qualifying period, and has been officially advised of this in writing by the Employer within two (2) weeks of the end of the qualifying period, he/she will then have the right to retain the new job or position.
- 14.05 Should the employee be unable to satisfy the normal requirements of the job during the qualifying period, or should he/she decide during the qualifying period that he/she does not want to continue in the job, the employee may be returned to his/her former position. In such cases the affected employees shall have the right to move back into their former job position and wage rate, which they occupied prior to the promotion. Said employees affected by a return to their former position shall suffer no loss of any seniority rights and/or privileges they enjoyed prior to the original promotion. Furthermore, no new job posting will be required once all prior candidates have been reviewed in accordance with Article 14.02.
- 14.06 An employee promoted to a vacancy, new job or position paying a higher rate of pay shall receive the wage rate applicable to the new job or position.
- 14.07 Employees who are on approved leave may prior to their leave or during their leave, apply for specific vacancies or new jobs that might occur during their absence. The onus is on the employee to be informed of postings.
- 14.08 Prior to the posting of any full-time job, all full-time employees in a classification may choose to move into the vacated shift. In order to fulfill the requirements of the Temple Gardens shuffle, the following rules apply:
- (a) An employee has only one acceptance.
  - (b) The process will conclude within six (6) calendar days from the commencement of the shuffle.
  - (c) Employees will co-operate fully to conclude the process in the time frame. Thereafter, the remaining full-time vacancy showing shift information shall be posted.

ARTICLE 15 - Layoffs

- 15.01 When reducing the work force or recalling employees, the same shall be done on the basis of seniority in accordance with 15.02 or 15.03 whichever is applicable.
- 15.02 An employee receiving a layoff in excess of three (3) months shall be entitled to exercise his/her seniority and displace a junior employee provided he/she has the qualifications, or to accept the layoff and be placed on a layoff list eligible for recall.
- 15.03 An employee receiving a layoff of less than three (3) months and including the same day shall be entitled to exercise his/her departmental seniority and displace a junior employee provided he/she has the qualifications, or to accept the layoff and be placed on a layoff list eligible for recall. It is understood that this Article does not apply to any part-time, casual and seasonal employees.
- 15.04 Employees on layoff shall ensure that the Employer has their current address and telephone number throughout their layoff period.
- 15.05 When the Employer recalls an employee who has been laid off, it shall attempt to notify the employee by phone. If contact cannot be made by telephone, the Employer shall notify the employee by registered letter addressed to that employee's last known address. Nothing in this Article shall preclude the Employer from filling a vacancy temporarily while waiting for the employee to report to work. If an employee does not report within two (2) weeks, the Employer shall automatically move to the next senior employee. If an employee does not report within two (2) weeks, seniority will be broken and employment terminated.
- 15.06 The Union and the Employer agree that a reduction in hours could constitute a layoff, however for the purpose of invoking the notice provisions in Article 15.07, it is agreed that there would have to be a break in employment of six (6) days. The Employer also agrees that although pool shutdown does not generally create a break in employment of six (6) days, they will give notice of the date(s) of the pool shutdown to all employees at least one (1) month before it is scheduled to occur.
- 15.07 If an employee, who has been employed for over three (3) calendar months, is to be laid-off, the Employer must give that employee at least:
- (a) One (1) week written notice or pay in lieu of notice, if his/her period of employment is less than one (1) year, but more than three (3) months;
  - (b) Two (2) weeks written notice or pay in lieu of notice, if his/her period of employment is one (1) year or more, but less than three (3) years;
  - (c) Four (4) weeks written notice or pay in lieu of notice, if his/her period of employment is three (3) years or more, but less than five (5) years;
  - (d) Six (6) weeks written notice or pay in lieu of notice, if his/her period of employment is five (5) years or more, but less than ten (10) years;

- (e) Eight (8) weeks written notice or pay in lieu of notice, if his/her period of employment is ten (10) years or more.

No written notice or pay in lieu of notice is required, if his/her period of employment is less than three (3) months.

#### ARTICLE 16 - Grievance and Arbitration Procedure

- 16.01 The parties to this Agreement recognize the desirability for the prompt resolution of complaints through the grievance process.
- 16.02 Any complaint, disagreement or difference of opinion between the Employer and an employee or group of employees covered by this Agreement shall be considered a grievance and shall be dealt with as follows:
  - (a) Complaint Stage- Prior to filing a grievance, the shop steward and/or the employee(s) shall raise concern with respect to an alleged violation of the Collective Agreement and shall discuss the complaint with their out-of-scope Department Head or his/her designate within seven (7) days of the alleged grievance act occurring.
  - (b) An employee or a group of employees who has a grievance shall file the grievance in writing with their out-of-scope department head within fourteen (14) calendar days of the alleged occurrence or within fourteen (14) calendar days of the date that the grievor(s) could reasonably be aware of the occurrence. Either party may request a meeting to discuss this grievance and the Manager shall render a decision within seven (7) calendar days.
  - (c) Failing a satisfactory resolution in Article 16.02 (b), the grievance shall be submitted to the General Manager within seven (7) calendar days. The Union shall present the details of the grievance to the General Manager or his designate and another Management representative at a mutually acceptable time. The General Manager shall render a decision in writing within seven (7) calendar days after receipt of the grievance at this step.
- 16.03 All meetings between the Employer and the Union to discuss grievances shall be held during working hours and no employees shall suffer loss of pay by reason of time spent discussing grievances with representatives of the Employer.
- 16.04 Notwithstanding the above, if an authorized representative of the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union claims a violation of this Agreement, he/she may file a policy grievance at step 16.02 as the grieving party on behalf of the Union.
- 16.05 A representative of the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union may at any time be present at any stage of the grievance procedure or at any meeting or discussion of complaints, disputes or collective bargaining negotiations.

- 16.06 The Shop Steward must be present when any discipline is administered to any employee or when any disciplinary document is placed in an employee's file. The Employer agrees to provide the Union, the Steward and the Employee with a copy of any disciplinary document placed on an employee's file. Employees shall have access to their file upon request.
- 16.07 Any suspension or dismissal grievances shall be filed at 16.02.

### **Arbitration**

- 16.08 If satisfactory settlement cannot be reached in 16.02 then the matter will be submitted to arbitration. If the aggrieved party does not submit the matter to arbitration within thirty (30) calendar days, the grievance shall lapse and all rights and remedies will be forfeited. The Union will appoint a member of the board within seven (7) calendar days and notify the Employer in writing of its appointment. The Employer shall within seven (7) calendar days thereafter, appoint a member for the board, and notify the Union in writing of its appointment. Both appointees will attempt to agree to the chairperson of the board. In the event that agreement on the appointment of a chairperson cannot be reached within ten (10) days, the matter will be referred to the Minister of Labour to appoint a chairperson. The time limits set forth above may be extended by mutual written agreement.
- 16.09 When the board of arbitration has been formed in accordance with this Article, it shall meet and hear the evidence of both sides within seventy-five (75) days of the chairperson being appointed. If nominees and/or either party or their solicitors are not available to proceed within the seventy-five (75) day limit, then they will be replaced with someone who is. If either party fails to appoint representatives that are available, the hearing shall proceed in their absence and both parties will be bound by the decision of the board. The seventy-five (75) day time limit may be extended by mutual agreement.
- 16.10 Each of the parties shall share equally the fees and expenses of the arbitrator.
- 16.11 The arbitrator shall not have the power to make any decisions inconsistent with the terms and provisions of this Agreement, nor add to, alter, modify or amend any portions of this Agreement.
- 16.12 Nothing herein shall prohibit the parties from agreeing to a single Arbitrator. If so, then the Articles pertaining to an Arbitration Board shall apply to the sole Arbitrator.

### **ARTICLE 17 - Paid Statutory Holidays**

- 17.01 The following days shall be considered paid statutory holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.
- 17.02 In addition to those days set forth in Article 17.01, any other day proclaimed by federal or provincial governments shall be deemed to be a paid holiday for the purpose of this Agreement. Should a statutory holiday fall on a regularly scheduled day off employees shall be entitled to another working day off calculated at 5% of the employee's wages not including overtime pay earned in the four (4) weeks preceding the public holiday in lieu of

the statutory holiday; to be taken at a mutually convenient time within four (4) weeks following the holiday and agreed seven (7) days prior to the holiday. The week in which the lieu day is taken the work week will be reduced to 32 hours and overtime will apply thereafter.

- 17.03 Should an employee perform work on any of the statutory holidays in 17.01 or 17.02, he/she shall receive, one and one half (1½) times his/her regular rate for all hours worked on the day plus 5% of the employee's wages not including overtime pay earned in the four (4) weeks preceding the public holiday.

#### ARTICLE 18 - Annual Vacations

- 18.01 Full-time and part-time employees shall be entitled to annual vacation after one (1) year of employment. Vacation pay shall be added to the bi-weekly pay of casual and seasonal employees.

- 18.02 Vacation pay at the percentage of the past years total earnings as indicated below shall be accrued on the following schedule:

- a) Three (3) weeks (3/52nds) after one (1) year of service at April 1 and after each subsequent year, up to eight (8) years of service.
- b) Four (4) weeks (4/52nds) after eight (8) years of service at April 1.
- c) Five (5) weeks (5/52nds) after eighteen (18) years of service at April 1.

**Note: An employee shall have the % increase and days accumulation effective on the employee anniversary date in the transition year.**

- 18.03 Employees who make use of compassionate leave during their vacation period shall be credited with extra vacation time equivalent to the time used for compassionate leave.

- 18.04 When a holiday as outlined in Article 17 occurs during an employee's vacation period, the Employer shall grant an extra day consecutive with the employee's regular vacation.

- 18.05 Employees shall submit their requests for vacation time by April 15<sup>th</sup> of each year for the time period June 1<sup>st</sup> to November 30<sup>th</sup> and by **October 15th** of each year for the time period December 1<sup>st</sup> to May 31<sup>st</sup>. Vacations requests will be approved or denied by the General Manager or his/her designate in writing within ten (10) days of April 15<sup>th</sup> and **October 15th**. The Department Manager will approve or deny vacation leave requests after April 15<sup>th</sup> or **October 15th** in writing within ten (10) days of receiving the request.

Any disputes that cannot be resolved within the department shall be determined by seniority. After April 15<sup>th</sup> or **October 15th** an employee who wishes to change his/her scheduled vacation or schedule new vacation dates within the applicable time periods shall not be able to exercise his/her seniority to displace a junior employee who scheduled

his/her vacation by April 15<sup>th</sup> or **October 15th**. Approval of vacation requests within each department shall be approved subject to operational requirements.

Employees will be entitled to book one week of their annual vacation in less than a one week period.

- 18.06 Employees will be entitled to a pay out of their accumulated vacation pay from their previous year's earnings **and identify the number of vacation days from the previous year to be forfeited** upon giving the Employer two weeks written notice to a maximum of once per year outside of their vacation period. In cases of emergency, the Employer may waive the two-week notice requirement.

Vacation per diem shall be calculated based on annual vacation pay divided by number of entitled days, but an amended per diem will be recalculated in the event of exercising the withdrawal above.

In any event no more than ten (10) days of vacation **with** pay greater than one (1) year's entitlement can be carried forward into the following year and will therefore be paid to an employee after March 31<sup>st</sup> by separate cheque.

#### ARTICLE 19 - Leave of Absence

- 19.01 Employees selected as delegates to attend labour conventions or business affairs of the Union, upon giving fourteen (14) days notice, may be granted leave of absence without pay for a period not to exceed two (2) weeks unless otherwise agreed. If operational requirements permit, the leave shall be granted.
- 19.02 Subject to receipt of two months' prior written notice, one (1) employee may be selected by the Union to serve in a fulltime capacity and shall be granted leave of absence without pay and without loss of seniority rights for a period of up to one (1) year provided there is one month of written notice of return to work.
- 19.03 Maternity/Parental/Adoption Leave
- (a) An employee proceeding on maternity or adoption leave shall be granted unpaid leave for a period of up to twenty-two (22) weeks, including five (5) weeks unpaid medical leave;
  - (b) An additional two (2) weeks of unpaid maternity or adoption leave shall be approved upon written request at the time the maternity or adoption leave commences;
  - (c) An employee then proceeding on parental (including adoption) leave shall be granted up to thirty-four (34) weeks unpaid leave of absence;
  - (d) An employee taking parental/adoption leave only shall be granted thirty-seven (37) weeks unpaid leave of absence;

- (e) Whenever possible the employee shall submit application for maternity/adoption/parental leaves at least four (4) weeks prior to the commencement of said leaves.
- 19.04 Upon the birth or adoption of a child, employees shall be granted six (6) weeks paternity leave upon request, without pay and without any loss of rights or benefits.
- 19.05 (a) Upon completion of two (2) years of employment, and, with a minimum of one (1) months written notice to the Employer, an employee shall be eligible to request a one time leave of absence to a maximum of one (1) year without pay for the purpose of education upgrading or training. Employees approved under this clause will not be permitted to displace another employee prior to the expiration of their approved time period.
- (b) For every full day an employee is on leave as described above, their date of hire shall be moved forward by a full day and no hours shall be credited to an employee's accumulated hours where applicable.
- 19.06 Compassionate leave of absence with pay for three (3) days shall be granted to an employee in case of death in the immediate family of the employee or the employee's spouse (including common-law and same sex partners). Immediate family shall mean spouse, parents, sister, brother, children, grandchildren and grandparents. If conditions warrant, two (2) extra days shall be granted. One employee at a time in the hotel shall be entitled to a day off without pay to attend the funeral of any family member other than listed in this article.
- 19.07 When a Functional Abilities Form (Non-Workers' Compensation Board) or doctor's note is requested, the Employer will reimburse the employee for the full cost of a Functional Abilities Form and a doctor's note upon receiving the receipt.
- 19.08 The Employer may grant up to a maximum of three (3) months unpaid leave of absence to any employee for legitimate personal reasons. Leave will not be granted to take employment elsewhere. Granting of such leave shall be at the discretion of the Employer.
- 19.09 Full-time and part-time employees needing a day or days off without pay shall make the request with as much notice as possible. The Employer shall give consideration to the request subject to operational requirements.

#### ARTICLE 20 - Jury and Witness Pay

- 20.01 Employees who serve on a jury or as a witness for the Crown shall be granted leave of absence for this purpose, and provided that the employee concerned deposits with the Employer any pay received, the employee shall continue to receive his wage for any scheduled days of work.

### ARTICLE 21 - Union Representative Visits

21.01 Subject to operational considerations, an authorized representative or executive officer of the Union shall be permitted to attend on the Employer's premises at any time for purposes of dealing with Union matters.

### ARTICLE 22 - Notice Boards

22.01 The Employer will provide notice boards in all departments accessible to the employees for the purpose of the Union posting notices of interest to the Union members excluding those locations that are open and visible to the customers.

22.02 There shall be no distribution or postings by employees of pamphlets, advertising, cards, notices or any other kind of literature upon the Employers property without the prior permission of the Employer.

### ARTICLE 23 - Safety and Health

23.01 The Union agrees to provide full moral support in safety and health campaigns and the Union recommendations, in respect thereto, shall receive the fullest consideration by the Employer.

23.02 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

23.03 The Employer shall provide a suitable number of first aid kits, properly supplied throughout the workplace, and emergency eye wash stations, properly maintained where needed, in compliance with the *Saskatchewan Employment Act*.

23.04 The parties agree to a joint Occupational Health and Safety Committee.

23.05 Recommendations of the committee shall be referred to the Employer for action.

23.06 The employee and Employer Co-Chairs shall be made aware of all reports of injury, accident or possible hazards and he/she and the other Committee members shall be allowed time to investigate such matters during regular working hours.

23.07 In compliance with the *Saskatchewan Employment Act* all employees shall have the right to refuse to do work that they believe could be hazardous to their or other employees health and the Employer shall not discriminate against such employee in any way.

23.08 The Employer shall provide all special safety equipment and clothing required for employees to carry out their duties, as requested by the Occupational Health and Safety Committee and such equipment shall be used by the employee.

23.09 The Employer shall replace an employee's clothing that is destroyed during the normal performance of his/her duties.

- 23.10 All light duty assignments agreed to between the employee, Employer and the Workers Compensation Board shall be conditional on the employee's doctor's approval. Modified work assignments shall be copied to all parties including the Union representative.
- 23.11 Where the employer requires employees to be certified with First Aid/CPR, other than where it is a requirement of their accreditation (eg. Lifeguards, Therapists), the employer shall pay the cost of an employee's certification. Where courses are required for employee to maintain their certification, time off without pay will not be unreasonably withheld and subject to receipt of the course description no less than one month from the date of the course.

#### ARTICLE 24 - Discrimination and Harassment

- 24.01 The Employer shall not discriminate against any employee by reason of his/her race, creed, religion, colour, sex, family status, age, sexual orientation, physical disability, physical appearance, nationality, ancestry, place of origin, political beliefs, or Union membership.
- 24.02 The Employer recognizes their obligation to provide a workplace free of harassment and discrimination and is committed to providing a work environment where every employee is respected and is entitled to fair and equitable treatment.
- 24.03 Harassment is unacceptable conduct or comment that undermines the employment relationship or that might reasonably be expected to cause offense or humiliation to any employee or might be viewed by an employee as placing improper condition on employment. Harassment may take various forms but can be grouped into broad categories:
- (a) Harassment of an individual or individuals on any of the prohibited grounds of discrimination under provincial laws. It includes: deliberate or unintentional gestures, comments, racial slurs, questions, jokes, threats, teasing, representations, or other behaviours that are unwelcome by the recipient.
  - (b) Sexual harassment is deliberate and/or unsolicited verbal comments or any kind of physical contact of a sexual nature that is unwelcome to the recipient. Various behaviours that can be interpreted as sexual harassment include: sexually suggestive gestures, sexist jokes that embarrass, flirtations, advances or propositions, leering, the display of sexually offensive material, derogatory or degrading remarks directed towards members of one sex or one sexual preference group.
  - (c) **Personal harassment is sometimes referred to as bullying. It includes any inappropriate conduct, comment, display, action or gesture by a person that:**
    - **adversely affects a worker's psychological or physical well-being;**
    - **the perpetrator knows, or should know, would cause the worker to be humiliated or intimidated; and**
    - **constitutes a threat to the health and safety of a worker.**

**Typically, personal harassment involves repeat occurrences. A single incident may also constitute personal harassment if serious or severe and is shown to have a lasting harmful effect on a worker.**

**Personal harassment may include:**

- **verbal or written abuse or threats;**
- **insulting, derogatory or degrading comments, jokes or gestures;**
- **personal ridicule or malicious gossip;**
- **malicious or unjustifiable interference with another's work;**
- **work sabotage;**
- **refusing to work or co-operate with others; or**
- **interference with, or vandalism of personal property.**

- 24.04 (a) The Employer and Union shall appoint one individual each to serve as their respective representatives in carrying out any investigation of a harassment complaint filed under this Article. A joint memorandum will be issued to all staff **and posted on all union boards** indicating the names of the individuals so named within two (2) weeks of the signing of this Agreement. **Should either representative be named in any allegation, the matter will be investigated by the General manager and the Union Representative. Furthermore, the matter will be maintained as confidentially as possible including advising any participants in the process to likewise preserve the confidentiality.**
- (b) An employee who believes that they have been the subject of harassment is encouraged by the parties to bring the matter to the Employer's or Union's designee.
- (c) If a formal complaint is filed, the General Manager and the Union will be informed within three (3) working days of any written complaint filed by, or against, any member of the bargaining unit. In order to keep matters within the strictest confidence, neither the details of the complaint nor the identities of the complainant or the alleged offender shall be disclosed.

#### ARTICLE 25 - Training

25.01 The Employer shall ensure that employees receive training during their probationary period. Every effort will be made to have Managers and Leads conduct the training of new employees. Where a senior qualified scheduled employee is assigned to provide technical training, that employee will receive two dollars (\$2.00) per hour over their regular rate while training. All employees are to co-operate in matters of general orientation.

25.02 If an employee registers for a course approved by the Employer, he/she shall be reimbursed for the cost of tuition and books upon proof of successful completion of the course.

#### ARTICLE 26 - Benefits

26.01 Full-time and part-time employees who have completed their probationary period shall have the choice of being enrolled in the Group Benefits plan as provided by the Employer.

An employee who has chosen to participate in the plan may opt out. However, after so opting out, that employee may not re-enter the plan. An employee, who has completed their probationary period, who has chosen not to participate in the plan, may at a subsequent date choose to participate in the plan. However, after so opting out, that employee may not re-enter the plan. Employees can choose between the options of “single” or “family” coverage. The company contribution to the plan is capped at \$52.59 per month for family coverage and \$25.17 per month for single coverage. **The Employer agrees to provide the Union with a minimum of six (6) weeks notice of any premium increases.**

- 26.02 Changes to the Plan and changes the carrier of the Plan shall be made upon agreement of the Benefits Committee which shall be comprised of two (2) employee members appointed by the Union and two (2) Management members appointed by the Employer. The coefficient will be adjusted annually based on claims experience. Should the Committee decide to improve benefits during the term of this Agreement then the cost of such improvement shall be borne by the employees. The Plan summary is not intended to cover every situation that may arise. Additional exclusions and limitations may apply as per the Benefits Plan Provider.
- 26.03 Full-time employees who have completed four (4) years of continuous service shall be entitled to three (3) non-cumulative sick days with pay per calendar year. The Employer reserves the right to request proper medical documentation on a form provided by the Employer.

An employee may carryover up to three (3) days from the previous year to a maximum of six (6) days in a sick bank. It is further understood that there is no cash value for sick days at time of termination

**For part-time employees who achieve full-time status for shift pick, such employees shall be entitled to the provisions of Article 26.03 and 26.04 but replace “three (3)” with “two (2)” but prorated in the same manner as employees who under normal circumstances achieve full-time status in the year of eligibility.**

- 26.04 Full-time employees who have completed twenty-four (24) months of continuous service **shall be entitled** to three (3) **non-cumulative** personal days with pay per calendar year. Employees shall give the Employer two (2) weeks’ notice of their intent to access such days. In the event of an emergency or personal illness as much notice as possible will be provided. **In the transition year, once the employee has reached the aforementioned threshold of twenty-four (24) months, he/she will be immediately entitled to an amount of 1/4 day per remaining full months in the calendar year. This is to be taken as full days and any partial days will be paid out early in January of the following year. The Employer shall not force employees to use personal days for illness.**
- 26.05 The Employer agrees to reimburse employees for hepatitis B shots upon receipt.**
- 26.06 (a) All employees with Temple Gardens Hotel & Spa shall have the option to join and participate in the Group RRSP provided by the Royal Bank of Canada. If an employee opts to join the Plan, then there is no opting out while employed by Temple Gardens Hotel & Spa.

- (b) Effective December 1, 2015, the Employer and Employee shall contribute an amount equal to two (2%) percent of gross earnings.
- (c) All funds in the Plan are considered locked-in and there shall not be a cash withdrawal option while employed with Temple Gardens Hotel & Spa.
- (d) The plan shall be administered through a payroll deduction.

ARTICLE 27 - General

- 27.01 The Employer shall designate lunch facilities and shall provide secure storage areas for employees' personal belongings.
- 27.02 Any meetings called by Management and outside of an employee's scheduled shift, when identified as voluntary attendance, will entitle the employee to straight time pay for the time attended. The parties agree that mandatory meetings will be treated as hours worked and all provisions of the Collective Agreement will apply.
- 27.03 Employees shall be allowed access to phones to make personal local calls at no cost during breaks on staff phones provided. Employees will also be allowed to make and receive serious emergency local calls during working hours from phones in their work areas.
- 27.04 The Employer will comply with the *Saskatchewan Employment Act* as it relates to uniforms and special clothing.
- 27.05 Where the Employer requires an employee to use his/her vehicle in the performance of his/her job duties, such employee shall be paid thirty (\$.30) cents per kilometre, subject to the employee following the Employer's travel claims policy and procedures, which includes prior written approval of travel plans, costs, etc.
- 27.06 Employees shall be provided with a parking pass to allow them to park their vehicle on the designated staff parking lot at no cost. While on duty, employees shall not park in those parking spots intended for our customer parking in the immediate vicinity of Temple Gardens. Employees may request, through the Manager on Duty, another employee to escort them to their vehicle in the staff parking lot. After eight (8:00) p.m. employees may move their vehicles closer to the hotel, excluding the parkade.
- 27.07 The Employer shall not enter into any written or verbal agreement with any employee which conflicts in any way with the terms of this Agreement.
- 27.08 All tips and gratuities received by an employee shall be retained by the employee and the Employer shall not introduce a "no tipping" policy. Where employees have democratically developed a system of sharing tips in any area or classification, new employees shall be required to comply. All tips received by the Employer for banquet functions shall be divided amongst the employees who worked on the set up preparation and service of the banquet, based on hours worked.
- 27.09 Employees shall be entitled to the Atlific Employee accommodation Policy and the Atlific Friends and Family Policy as available on the respective Atlific websites. Employees shall

be entitled to a twenty percent (20%) reduction on spa treatments (excluding Friday, Saturday, Sunday & holidays) and purchases from Trudy's Gift Shop, except tobacco, confectionary items and items that are on sale. Employees will receive complimentary personal pool admission (excluding Friday, Saturday, Sunday & holidays).

- 27.10 Room Attendants may remove beverage containers from vacant rooms that they clean and take them off premises for their own use provided they are in employee-purchased, clear garbage bags and may be subject to inspection.

#### ARTICLE 28 - Co-operation

- 28.01 The Union and the Employer agree to cooperate to ensure the comfort and enjoyment of the spa/hotel patron thereby increasing the sales of the resort.
- 28.02 There will be no lock-out by the Employer or strike by the Union during the term of this Agreement.

#### ARTICLE 29 – Spa Therapists

Specific terms and conditions for Spa Therapists are included in Appendix “B”.

ARTICLE 30 - Duration of Agreement

This Agreement shall remain in force until the 31<sup>st</sup> day of December, 2021 and thereafter from year to year, but either party may, not less than sixty (60) days or more than one hundred and twenty (120) days before the expiry date of the said Agreement, give notice in writing to the other party to terminate the said agreement or to negotiate a revision thereof.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
*Jenine Rosnes*

\_\_\_\_\_  
*David Wood*

\_\_\_\_\_  
*Chris German*

\_\_\_\_\_  
*Rachel Hardwicke*

\_\_\_\_\_  
*Noreen Buettner*

\_\_\_\_\_  
*Balram Rana*

\_\_\_\_\_  
*Tyson Pollock*

\_\_\_\_\_  
*Jackie Shelemy*

\_\_\_\_\_  
*Cory Jorgenson*

**APPENDIX "A"**

The job classifications and the minimum hourly wage rates for all employees shall be as follows:

**Effective January 1, 2019**

	<b><u>START</u></b>	<b><u>12 MONTHS</u></b>	<b><u>24 MONTHS</u></b>
<b><u>GUEST SERVICES</u></b>			
Front Desk Lead	19.13	20.29	22.01
Reservations Lead	19.13	20.29	22.01
Guest Services Agent	14.50	15.66	17.36
Reservations Agent	14.50	15.66	17.36
Night Auditor	17.03	18.14	19.70
<b><u>HOUSEKEEPING</u></b>			
Housekeeping Lead	18.83	19.13	19.98
Room Attendant	13.70	14.85	16.19
Laundry Attendant	13.70	14.85	16.19
Night Laundry Attendant	15.03	16.26	17.72
House Person	13.70	14.85	16.19
<b><u>KITCHEN</u></b>			
Senior Cook	23.06	23.78	24.20
Day Line Cook	14.85	16.03	18.77
Evening Line Cook	14.85	16.03	18.77
Prep Cook	14.08	14.85	15.66
Kitchen Helper	13.70	14.47	15.27
<b><u>RESTAURANT</u></b>			
Dining Room Lead	18.83	19.13	19.98
Server	12.88	13.70	14.41
<b><u>MAINTENANCE</u></b>			
Chief Engineer	24.49	25.38	28.78
Maintenance Person	16.30	16.79	18.23
Night Pool Maintenance	17.23	17.68	19.95
<b><u>BANQUETS</u></b>			
Banquet Server	12.88	13.70	14.50
Banquet Captain	14.49	14.96	16.39
Bartender	13.30	14.10	14.80
<b><u>SUN TREE SPA RECEPTION</u></b>			
Spa Lead Coordinator	18.83	19.13	19.98
Spa Coordinator	14.50	15.42	16.30
Spa Attendant	14.06	14.50	15.84
Café Attendant	14.06	14.50	15.84
<b><u>POOL</u></b>			
Head Lifeguard	25.34	25.88	26.53
Lifeguard	15.43	20.42	21.93
Lifeguard (non-NLS)	13.69		
<b><u>TRUDY'S SPA SHOP</u></b>			
Sales Clerk	12.88	13.31	14.08

**APPENDIX "A"**

The job classifications and the minimum hourly wage rates for all employees shall be as follows:

**Effective January 1, 2020**

	<b><u>START</u></b>	<b><u>12 MONTHS</u></b>	<b><u>24 MONTHS</u></b>
<b><u>GUEST SERVICES</u></b>			
Front Desk Lead	19.56	20.74	22.51
Reservations Lead	19.56	20.74	22.51
Guest Services Agent	14.83	16.01	17.75
Reservations Agent	14.83	16.01	17.75
Night Auditor	17.42	18.54	20.14
<b><u>HOUSEKEEPING</u></b>			
Housekeeping Lead	19.25	19.56	20.43
Room Attendant	14.01	15.19	16.55
Laundry Attendant	14.01	15.19	16.55
Night Laundry Attendant	15.37	16.62	18.12
House Person	14.01	15.19	16.55
<b><u>KITCHEN</u></b>			
Senior Cook	23.58	24.31	24.75
Day Line Cook	15.19	16.40	19.19
Evening Line Cook	15.19	16.40	19.19
Prep Cook	14.39	15.19	16.01
Kitchen Helper	14.01	14.80	15.61
<b><u>RESTAURANT</u></b>			
Dining Room Lead	19.25	19.56	20.43
Server	13.17	14.01	14.74
<b><u>MAINTENANCE</u></b>			
Chief Engineer	25.04	25.95	29.43
Maintenance Person	16.67	17.17	18.64
Night Pool Maintenance	17.62	18.07	20.40
<b><u>BANQUETS</u></b>			
Banquet Server	13.17	14.01	14.83
Banquet Captain	14.82	15.30	16.76
Bartender	13.60	14.41	15.13
<b><u>SUN TREE SPA RECEPTION</u></b>			
Spa Lead Coordinator	19.25	19.56	20.43
Spa Coordinator	14.83	15.77	16.67
Spa Attendant	14.37	14.83	16.20
Café Attendant	14.37	14.83	16.20
<b><u>POOL</u></b>			
Head Lifeguard	25.91	26.46	27.13
Lifeguard	15.78	20.88	22.42
Lifeguard (non-NLS)	14.00		
<b><u>TRUDY'S SPA SHOP</u></b>			
Sales Clerk	13.17	13.61	14.39

**APPENDIX "A"**

The job classifications and the minimum hourly wage rates for all employees shall be as follows:

**Effective January 1, 2021**

	<b><u>START</u></b>	<b><u>12 MO</u></b>	<b><u>24 MO</u></b>
<b><u>GUEST SERVICES</u></b>			
Front Desk Lead	20.00	21.21	23.01
Reservations Lead	20.00	21.21	23.01
Guest Services Agent	15.16	16.37	18.15
Reservations Agent	15.16	16.37	18.15
Night Auditor	17.81	18.96	20.59
<b><u>HOUSEKEEPING</u></b>			
Housekeeping Lead	19.69	20.00	20.89
Room Attendant	14.32	15.53	16.92
Laundry Attendant	14.32	15.53	16.92
Night Laundry Attendant	15.72	17.00	18.52
House Person	14.32	15.53	16.92
<b><u>KITCHEN</u></b>			
Senior Cook	24.11	24.86	25.31
Day Line Cook	15.53	16.76	19.62
Evening Line Cook	15.53	16.76	19.62
Prep Cook	14.72	15.53	16.37
Kitchen Helper	14.32	15.13	15.96
<b><u>RESAURANT</u></b>			
Dining Room Lead	19.69	20.00	20.89
Server	13.47	14.32	15.07
<b><u>MAINTENANCE</u></b>			
Chief Engineer	25.60	26.53	30.09
Maintenance Person	17.04	17.55	19.06
Night Pool Maintenance	18.01	18.48	20.86
<b><u>BANQUETS</u></b>			
Banquet Server	13.47	14.32	15.16
Banquet Captain	15.15	15.64	17.14
Bartender	13.91	14.74	15.47
<b><u>SUN TREE SPA RECEPTION</u></b>			
Spa Lead Coordinator	19.69	20.00	20.89
Spa Coordinator	15.16	16.12	17.04
Spa Attendant	14.70	15.16	16.56
Café Attendant	14.70	15.16	16.56
<b><u>POOL</u></b>			
Head Lifeguard	26.49	27.05	27.74
Lifeguard	16.13	21.35	22.93
Lifeguard (non-NLS)	14.31		
<b><u>TRUDY'S SPA SHOP</u></b>			
Sales Clerk	13.47	13.92	14.72

**APPENDIX B(i)**  
**SPA THERAPISTS**

Specific terms and conditions for Spa Therapists are included in Appendix “B” and otherwise all terms and conditions not referenced herein shall apply throughout the collective agreement.

1. The word “therapist” shall mean an employee with valid and appropriate certifications and accreditations delivering massage, esthetic, and/or reflexology services. The word “therapist” is not limited to the aforementioned services but may also include other certified or accredited service providers in traditional and non-traditional modalities as may be required from time to time.
2. The term “ergonomic break” means the scheduled period of time upon completion of each treatment in which the therapist whom has performed the service is able to do each of the following:
  - (a) Be relieved of performing the physical and repetitive movement involved in the application of the treatment.
  - (b) Provide home care recommendations in the retail area.
  - (c) Clean and sanitize the products and equipment used as well as the treatment room/shower in which the service was provided.
  - (d) Set up the products, equipment and treatment room required for the following service.
3. Therapists are a Department for purposes of seniority. Classifications for schedule picks shall be:
  - Registered Massage Therapists
  - Estheticians
  - Reflexologists
4. Article 10- Hours of Work  
10.03 does not apply
5.
  - (a) Therapists will be called in based on seniority and will not receive three (3) hours pay at their regular training hourly rate unless their compensation for delivering the service or services is less than three (3) hours on the regular hourly/stand-by training rate.
  - (b) Therapists shall not solicit or attempt to solicit business from any customer of the Employer. The Employer’s client lists and any Spa treatment documentation or facsimiles thereof are to be used for Temple Gardens’ purposes only. Therapists agree to return any documents in their possession upon termination of employment.

- (c) Therapists are scheduled based on demand and it is understood that work will be highly variable. The most senior **fulltime** therapist shall be booked first and scheduled for the most available appointments on a daily basis based on their seniority within their area of expertise subject to customer preference, such as a request for a specific therapist, specific treatment or specific time and subject to therapists restrictions defined in LOU #1 -Spa Therapists. **Part time therapists will be booked thereafter in the same manner.** Hand and foot ritual will first be assigned to Reflexologists.
- (d) Room allocations will be assigned on a daily basis.
- (e) Temple Gardens is committed to maintaining its standards consistent with the Code of Ethics of Leading Spas of Canada and in the case of Registered Massage Therapists to also observe the provisions of the Code of Ethics of **any recognized registered association**. The Employer will continue to offer leading edge treatments and expects all therapists to perform services provided they have received the appropriate training to provide the service.
- (f) Every reasonable effort will be made to ensure massage therapists and estheticians are scheduled a fifteen (15) minute ergonomic break between clients. These breaks will be in addition to breaks outlined in Article 11.03

6. Wage Rates and Job Classifications

- (a) Job classifications and minimum hourly wage rates for all employees covered by this Agreement shall be set out in *Appendix "B"* attached hereto which shall form a part of this Agreement.

7. Therapists shall receive a complete breakdown of daily services provided and commissions on product.

8. Article 15.03 does not apply to Therapists in the Spa.

**Therapist Flat Rate - Jan 1, 2019 2% Increase**  
 note: Level III = Para Medical/Advanced Technical Level Treatments

<b>I. Esthetic Services and Body Services</b>															
<b>30 Minutes</b>				<b>60 Minutes</b>				<b>75 Min</b>				<b>90 Minutes</b>			
Start	12 mo	24 mo		Start	12 mo	24 mo		Start	12 mo	24 mo		Start	12 mo	24 mo	
Level II Facial	18.19	18.49	19.31	Level II-Facials	36.12	36.77	38.38	Level II Facial	40.15	40.95	42.73	Level II Facials	44.20	45.17	47.11
Level III Facial	22.97	23.52	24.57	Level III Facial	45.71	46.81	48.92	Level III Facial	50.93	51.97	54.28	Level III Facial	58.00	59.34	61.99
Level I Hands	9.92	10.13	10.55	Level I Hands	19.65	20.05	20.89					Level II Hands	34.49	35.04	37.52
				Level II Hands	22.97	23.41	25.02								
				Level I Feet	26.85	27.40	28.58								
				Level II Feet	28.66	29.30	30.56	Level II Feet	34.90	35.33	36.27	Level II Feet	41.15	41.35	41.98
				Level III Feet	30.75	31.39	32.64					Level II Hand&Foot	45.42	45.67	46.35
				Level I hand & foot	22.97	23.41	25.02								
				Level II hand & foot	28.66	29.30	30.56								
				Level I Body	28.66	29.30	30.56								
				Level II Body	39.22	40.11	41.92	Level II Body	41.69	42.61	44.48	Level II Body	44.20	45.17	47.11
				Rosehip Wrap	42.48	43.45	45.40					Level III Body	46.11	47.24	49.30
<b>B. Add ons for Esthetic &amp; Body Services</b>				<b>15 min</b>	5.82	5.95	6.20								

<b>II. Massage and Body Services</b>															
<b>30 Minutes</b>				<b>60 Minutes</b>				<b>75 Min</b>				<b>90 Minutes</b>			
Start	12 mo	24 mo		Start	12 mo	24 mo		Start	12 mo	24 mo		Start	12 mo	24 mo	
Level I Massage	19.37	19.80	20.71	Level I Massage	30.74	31.37	32.63	Level I Massage	33.77	34.45	35.33				
Level II Massage	24.62	25.15	26.32	Level II Massage	39.07	39.85	41.43	Level II Massage	42.86	43.73	44.86	Level II Massage	46.72	47.65	48.34
Level III Massage	27.52	28.11	29.42	Level III Massage	43.65	44.67	46.64					Level III Massage	55.61	56.89	59.38
Aroma Massage	24.71	25.31	26.62	*Arom Mass.	39.22	40.10	41.92	Aroma Massage	43.02	43.99	45.39				
				Level II Body	39.22	40.11	41.92	Level II Body	41.69	42.61	44.48	Level II Body	44.20	45.17	47.11
												Level II inc Scrub	49.15	50.24	52.44
<b>B. Upright Chair Massage</b>				<b>60 Minutes</b>	39.07	39.85	41.43								

<b>III. Reflex Services</b>															
<b>30 Minutes</b>				<b>60 Minutes</b>											
Start	12 mo	24 mo		Start	12 mo	24 mo									
Reflexology	22.64	23.16	24.21	Reflexology	35.01	35.77	37.35								
				Level III Reflex	39.04	40.06	41.99								

<b>IV. Training/Meetings per hour</b>			
Start	12 mo	24 mo	
13.21	14.09	15.84	

Overtime as per the Collective Agreement under article 12.03, 12.04, and 17.02 and the Saskatchewan Employment Act are included in the Therapist Flat Rate. No therapist will be required to be available outside their scheduled shift. No scheduled shift shall exceed eight (8) consecutive hours.

- Conditions:**
- \*Therapists will receive their Daily Spa Agenda print-out at the beginning of their shift, and therapists will be paid for all treatments listed on their personal workday's Spa Agenda, with the following exclusions:
  - i) re-scheduling of customer, at the customer's request, to a different appointment time on the same day/or hotel stay
  - ii) customer request to change the type of treatment even if a change in therapist occurs on the same day
  - iii) matters beyond the Employer's control such as, but not necessarily limited to:
    1. Severe weather conditions
    2. Power Outages
    3. Emergencies within the resort that shut down the "Sun Tree" Spa
    4. Compassionate request by the customer - must have MOD approval and reason recorded
- (in all of the above exclusions, every effort will be made to re-book the client with the same therapist)**
- \*Therapists to receive 10% commission on the professional products they sell to their customers.  
 \*Therapists required to do inventory shall be paid the hourly training rate.

**Therapist Flat Rate - Jan 1, 2020 (2.25% Esth and Reflex, 2% Massage)**

note: Level III = Para Medical/Advanced Technical Level Treatments

<b>I. Esthetic Services and Body Services</b>																			
<b>30 Minutes</b>				<b>60 Minutes</b>				<b>75 Min</b>				<b>90 Minutes</b>							
Start	12 mo	24 mo		Start	12 mo	24 mo		Start	12 mo	24 mo		Start	12 mo	24 mo					
Level II Facial	18.60	18.91	19.74	Level II-Facials	36.93	37.60	39.25	Level II Facial	41.05	41.87	43.69	Level II Facials	45.19	46.18	48.17				
Level III Facial	23.49	24.05	25.12	Level III Facial	46.73	47.86	50.02	Level III Facial	52.07	53.14	55.51	Level III Facial	59.30	60.68	63.38				
Level I Hands	10.15	10.36	10.78	Level I Hands	20.09	20.50	21.36	Level II Feet	35.69	36.13	37.09	Level II Hands	35.26	35.83	38.36				
				Level II Hands	23.49	23.94	25.58					Level II Feet	42.07	42.28	42.93				
				Level I Feet	27.45	28.01	29.22					Level II Hand&Foot	46.44	46.69	47.39				
				Level II Feet	29.31	29.96	31.25					Level II Body	45.19	46.18	48.17				
				Level III Feet	31.44	32.09	33.37												
				Level I hand & foot	23.49	23.94	25.58												
				Level II hand & foot	29.31	29.96	31.25												
				Level I Body	29.31	29.96	31.25												
				Level II Body	40.10	41.01	42.87												
				Rosehip Wrap	43.44	44.43	46.42												
Level III Body	47.15	48.30	50.41																
<b>B. Add ons for Esthetic &amp; Body Services</b>				<b>15 min</b>	5.96	6.08	6.34												

<b>II. Massage and Body Services</b>															
<b>30 Minutes</b>				<b>60 Minutes</b>				<b>75 Min</b>				<b>90 Minutes</b>			
Start	12 mo	24 mo		Start	12 mo	24 mo		Start	12 mo	24 mo		Start	12 mo	24 mo	
Level I Massage	19.76	20.19	21.12	Level I Massage	31.36	31.99	33.28	Level I Massage	34.45	35.13	36.04	Level II Massage	47.65	48.61	49.30
Level II Massage	25.12	25.66	26.84	Level II Massage	39.85	40.65	42.26	Level II Massage	43.72	44.60	45.76				
Level III Massage	28.07	28.67	30.01	Level III Massage	44.52	45.56	47.58	Level III Massage	56.72	58.02	60.57				
Aroma Massage	25.21	25.81	27.15	*Arom Mass.	40.00	40.90	42.76	Aroma Massage	43.88	44.87	46.30	Level II Body	45.19	46.18	48.17
				Level II Body	40.10	41.01	42.87	Level II Body	42.63	43.56	45.48	Level II inc Scrub	50.14	51.24	53.49
<b>B. Upright Chair Massage</b>				<b>60 Minutes</b>	39.85	40.65	42.26								

<b>III. Reflex Services</b>							
<b>30 Minutes</b>				<b>60 Minutes</b>			
Start	12 mo	24 mo		Start	12 mo	24 mo	
Reflexology	23.15	23.69	24.76	Reflexology	35.79	36.58	38.19
				Level III Reflex	39.91	40.96	42.94

<b>IV. Training/Meetings per hour</b>			
Start	12 mo	24 mo	
	13.50	14.40	16.20

Overtime as per the Collective Agreement under article 12.03, 12.04, and 17.02 and the Saskatchewan Employment Act are included in the Therapist Flat Rate. No therapist will be required to be available outside their scheduled shift. No scheduled shift shall exceed eight (8) consecutive hours.

- Conditions:**
- \*Therapists will receive their Daily Spa Agenda print-out at the beginning of their shift, and therapists will be paid for all treatments listed on their personal workday's Spa Agenda, with the following exclusions:
    - i) re-scheduling of customer, at the customer's request, to a different appointment time on the same day/or hotel stay
    - ii) customer request to change the type of treatment even if a change in therapist occurs on the same day
    - iii) matters beyond the Employer's control such as, but not necessarily limited to:
      - 1. Severe weather conditions
      - 2. Power Outages
      - 3. Emergencies within the resort that shut down the "Sun Tree" Spa
      - 4. Compassionate request by the customer - must have MOD approval and reason recorded
- (in all of the above exclusions, every effort will be made to re-book the client with the same therapist)
- \*Therapists to receive 10% commission on the professional products they sell to their customers.
  - \*Therapists required to do inventory shall be paid the hourly training rate.

**Therapist Flat Rate - Jan 1, 2021 (2.25% Esth and Reflex, 2% Massage)**  
 note: Level III = Para Medical/Advanced Technical Level Treatments

<b>I. Esthetic Services and Body Services</b>															
30 Minutes	Start	12 mo	24 mo	60 Minutes	Start	12 mo	24 mo	75 Min	Start	12 mo	24 mo	90 Minutes	Start	12 mo	24 mo
Level II Facial	19.01	19.33	20.19	Level II-Facials	37.76	38.44	40.13	Level II Facial	41.97	42.82	44.67	Level II Facials	46.21	47.22	49.26
Level III Facial	24.02	24.59	25.69	Level III Facial	47.79	48.94	51.15	Level III Facial	53.25	54.33	56.75	Level III Facial	60.64	62.04	64.81
Level I Hands	10.38	10.59	11.03	Level I Hands	20.54	20.97	21.84					Level II Hands	36.06	36.63	39.22
				Level II Hands	24.02	24.47	26.16					Level II Feet	43.02	43.23	43.89
				Level I Feet	28.07	28.64	29.88	Level II Feet	36.49	36.94	37.92	Level II Hand&Foot	47.49	47.74	48.46
				Level II Feet	29.97	30.64	31.95								
				Level III Feet	32.15	32.81	34.13								
				Level I hand & foot	24.02	24.47	26.16								
				Level II hand & foot	29.97	30.64	31.95								
				Level I Body	29.97	30.64	31.95	Level II Body	43.58	44.54	46.51	Level II Body	46.21	47.22	49.26
				Level II Body	41.00	41.93	43.83					Level III Body	48.21	49.39	51.54
				Rosehip Wrap	44.42	45.43	47.47								
<b>B. Add ons for Esthetic &amp; Body Services</b>				<b>15 min</b>	6.09	6.22	6.48								

<b>II. Massage and Body Services</b>															
30 Minutes	Start	12 mo	24 mo	60 Minutes	Start	12 mo	24 mo	75 Min	Start	12 mo	24 mo	90 Minutes	Start	12 mo	24 mo
Level I Massage	20.15	20.60	21.54	Level I Massage	31.98	32.63	33.95	Level I Massage	35.14	35.84	36.76				
Level II Massage	25.62	26.17	27.38	Level II Massage	40.64	41.46	43.11	Level II Massage	44.59	45.49	46.67	Level II Massage	48.60	49.58	50.29
Level III Massage	28.63	29.25	30.61	Level III Massage	45.41	46.47	48.53					Level III Massage	57.86	59.18	61.78
Aroma Massage	25.71	26.33	27.70	*Arom Mass.	40.80	41.72	43.62	Aroma Massage	44.76	45.77	47.22				
				Level II Body	41.00	41.93	43.83	Level II Body	43.58	44.54	46.51	Level II Body	46.21	47.22	49.26
												Level II inc Scrub	51.14	52.26	54.56
<b>B. Upright Chair Massage</b>				<b>60 Minutes</b>											

<b>III. Reflex Services</b>							
30 Minutes	Start	12 mo	24 mo	60 Minutes	Start	12 mo	24 mo
Reflexology	23.67	24.22	25.32	Reflexology	36.60	37.40	39.05
				Level III Reflex	40.81	41.88	43.90

<b>IV. Training/Meetings per hour</b>			
	Start	12 mo	24 mo
	13.81	14.73	16.57

Overtime as per the Collective Agreement under article 12.03, 12.04, and 17.02 and the Saskatchewan Employment Act are included in the Therapist Flat Rate. No therapist will be required to be available outside their scheduled shift. No scheduled shift shall exceed eight (8) consecutive hours.

- Conditions:**
- \*Therapists will receive their Daily Spa Agenda print-out at the beginning of their shift, and therapists will be paid for all treatments listed on their personal workday's Spa Agenda, with the following exclusions:
    - i) re-scheduling of customer, at the customer's request, to a different appointment time on the same day/or hotel stay
    - ii) customer request to change the type of treatment even if a change in therapist occurs on the same day
    - iii) matters beyond the Employer's control such as, but not necessarily limited to:
      - 1. Severe weather conditions
      - 2. Power Outages
      - 3. Emergencies within the resort that shut down the "Sun Tree" Spa
      - 4. Compassionate request by the customer - must have MOD approval and reason recorded
- (in all of the above exclusions, every effort will be made to re-book the client with the same therapist)
- \*Therapists to receive 10% commission on the professional products they sell to their customers.
  - \*Therapists required to do inventory shall be paid the hourly training rate.

**Appendix B(iii)**  
**Notes – SPA THERAPISTS**

**Therapists Flat Rate Level Criteria**

Level I	Basic esthetic service (entry level).
Level II	Basic massages. Or trained in house to deliver Temple Gardens treatment usually specific to a particular product line.
Level III	Advanced; certification, examination or approval of trainer required. May utilize special products. May utilize special equipment. Usually requires analysis of client's condition. Treatments may be ongoing. May involve muscular disorder, dermatological disorder, may have medical component.

Therapists will receive their Daily Spa Agenda print out at the beginning of their shift and Therapists will be paid for all treatments listed on their personal workday's Spa Agenda with the following exclusions:

1. Re-scheduling of customer, at the customer's request, to a different appointment time on the same day or hotel stay.
2. Customer request to change the type of treatment even if a change in therapist occurs on the same day.
3. Matters beyond the Employer's control such as, but not necessarily limited to:
  - a) Severe weather conditions.
  - b) Power outages.
  - c) Emergencies within the resort that shut down the Sun Tree Spa.
  - d) Compassionate request by the customer - must have MOD approval and reason recorded.
4. In all of the above exclusions, every effort will be made to re-book the client with the same therapists.

Therapists shall receive ten percent (10%) commission on professional products they sell to their customers.

Therapists shall not be deducted for unsatisfactory services.

**Gratuities**

Upon request, departments that receive tips through the employer shall be entitled to a complete itemized breakdown of the distribution of the tips. The "Therapist Gratuity" form will be posted daily. Upon request the departmental manager will provide a more detailed breakdown two (2) business days later.

**APPENDIX B(iv)  
LETTER OF UNDERSTANDING  
#1- SPA THERAPISTS**

BETWEEN: Temple Gardens Hotel & Spa  
AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union  
RE: Introducing New Services

When the Employer plans to introduce a new service that has controversial content they agree to meet with the Union to discuss, with the intent to resolve, any issues around the implementation and delivery of the service. The Employer will make the final decision.

In the Sacred Nature Ritual there will be no requirement to perform a breast massage.

Because of the demanding and repetitive nature of therapist’s work, the following restrictions shall apply except if identified to exceed as optional to the therapist:

1. five (5) treatments per seven (7) hour shift but up to maximum of six (6) where there are two (2) or more thirty (30) minute services booked;
2. no more than three (3) pedicures per day;
3. **no more than 2.5 hours Deep Tissue/Therapeutic massages per day and not two (2) in a row and not following a hot stone massage;**
4. no more than three (3) services without a break;
5. no more than two (2) hot stone massages or Ancient Stone Reflexology in a day and not two (2) in a row;
6. No more than 3 Indian Spice/relaxation massages in a shift and not 2 in a row.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
*Jenine Rosnes*

\_\_\_\_\_  
*David Wood*

\_\_\_\_\_  
*Chris German*

\_\_\_\_\_  
*Rachel Hardwicke*

\_\_\_\_\_  
*Noreen Buettner*

\_\_\_\_\_  
*Balram Rana*

\_\_\_\_\_  
*Tyson Pollock*

\_\_\_\_\_  
*Jackie Shelemy*

Appendix "C" Overtime Waiver

Temple Gardens Mineral Spa  
Overtime Waiver

In order to maximize hours, I \_\_\_\_\_ wish to waive overtime pay on back-to-back scheduling which is defined as working more than eight (8) hours in a twenty-four (24) hour period but no more than eight (8) hours in a calendar day without the payment of overtime.

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\*two weeks' notice in writing is required to remove overtime waiver.

Reviewed by Job Steward: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix "D" – Casual Availability Form

Casual Availability Form

Date submitted: \_\_\_\_\_ Employee Name: \_\_\_\_\_  
(Print full name)

I am available for the following shifts/times.

October 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Employee Signature: \_\_\_\_\_

**LETTER OF UNDERSTANDING #1**

BETWEEN: Temple Gardens Hotel & Spa  
AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union  
RE: Scheduling

The demands of the business shall prevail in preparing departing staffing schedules. Peak staffing levels are required on Fridays, Saturdays, Sundays and Stat Mondays, high season, school breaks, Christmas season, and high hotel occupancies.

Managers will prepare staffing schedules based on the annual business plan forecast and their staffing budget. Staffing demands will vary from day to day during the week. For example, on Saturdays, the demand for massage therapists is six (6) for the day shift and six (6) for the evening shift, while on Tuesday the demand is three (3) and three (3) respectively. Each department will have its own parameters for developing staffing schedules.

Once the staffing demand is determined by the Employer (in terms of numbers of staff needed by occupation), managers will create schedules based five (5) on, two (2) off fixed schedule. For business reasons the Employer’s ability to provide the option of fixed days off on Friday, Saturday or Sunday is limited.

This Letter of Understanding shall be applied in conjunction with Article 9.01 and 9.02. The Union and the Employer agree the exercise of seniority rights shall not be abused.

Schedules shall be posted by the Employer on or about September 1<sup>st</sup> and on or about March 1<sup>st</sup> for spa therapists and lifeguards only and shall be chosen within two (2) weeks of posting. Full-time employees will choose their schedules in descending order of seniority. Part-time employees will select their schedules thereafter in descending order of seniority. The opportunity for maximization of hours will apply strictly to the posted weekly schedules and where hours become available temporarily because of absence.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
*Jenine Rosnes*

\_\_\_\_\_  
*David Wood*

\_\_\_\_\_  
*Chris German*

\_\_\_\_\_  
*Rachel Hardwicke*

\_\_\_\_\_  
*Noreen Buettner*

\_\_\_\_\_  
*Balram Rana*

\_\_\_\_\_  
*Tyson Pollock*

\_\_\_\_\_  
*Jackie Shelemy*

**LETTER OF UNDERSTANDING #2**

BETWEEN: Temple Gardens Hotel & Spa

AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union

RE: Amendment to Housekeeping and Laundry Meal Breaks

The Employer and the Union agree to the following wording:

“Six (6) or less hours of work, will NOT receive a thirty (30) minute meal break”

Please be aware that there will be no changes to the current contract.

**Note:** Those who work four (4) to six (6) hours will only receive a fifteen (15) minute paid break, which will be separated by two (2) periods of work.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
*Jenine Rosnes*

\_\_\_\_\_  
*David Wood*

\_\_\_\_\_  
*Chris German*

\_\_\_\_\_  
*Rachel Hardwicke*

\_\_\_\_\_  
*Noreen Buettner*

\_\_\_\_\_  
*Balram Rana*

\_\_\_\_\_  
*Tyson Pollock*

\_\_\_\_\_  
*Jackie Shelemy*

**LETTER OF UNDERSTANDING #3**

BETWEEN: Temple Gardens Hotel & Spa

AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union

RE: Shift Swapping

Employees in the same classification in the same department may swap their full shifts in any two (2) consecutive week period provided there is no resultant overtime. Once approved the swap may not be rescinded.

The Union and the Employer agree to allow employees to average hours for the purpose of avoiding the payment of overtime when switching shifts between employees and when agreeing to a back-to-back schedule or scheduling.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
*Jenine Rosnes*

\_\_\_\_\_  
*David Wood*

\_\_\_\_\_  
*Chris German*

\_\_\_\_\_  
*Rachel Hardwicke*

\_\_\_\_\_  
*Noreen Buettner*

\_\_\_\_\_  
*Balram Rana*

\_\_\_\_\_  
*Tyson Pollock*

\_\_\_\_\_  
*Jackie Shelemy*

**LETTER OF UNDERSTANDING #4**

BETWEEN: Temple Gardens Hotel & Spa

AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union

RE: Housekeeping Attendants

Part-time Housekeeping Attendants shall swipe in ten (10) minutes in advance of the time to commence the calculation of the required time to complete the first room assignment. Furthermore, a twenty-five (25) minute room will now become a thirty (30) minute room both at date of ratification.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
*Jenine Rosnes*

\_\_\_\_\_  
*David Wood*

\_\_\_\_\_  
*Chris German*

\_\_\_\_\_  
*Rachel Hardwicke*

\_\_\_\_\_  
*Noreen Buettner*

\_\_\_\_\_  
*Balram Rana*

\_\_\_\_\_  
*Tyson Pollock*

\_\_\_\_\_  
*Jackie Shelemy*

**LETTER OF UNDERSTANDING #5**

BETWEEN: Temple Gardens Hotel & Spa  
AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union  
RE: Room Service Assignment

**Commencing with the next shift pick, room service will be assigned to the junior server on shift.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
*Jenine Rosnes*

\_\_\_\_\_  
*David Wood*

\_\_\_\_\_  
*Chris German*

\_\_\_\_\_  
*Rachel Hardwicke*

\_\_\_\_\_  
*Noreen Buettner*

\_\_\_\_\_  
*Balram Rana*

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*Tyson Pollock*

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*Jackie Shelemy*

**LETTER OF UNDERSTANDING #6**

BETWEEN: Temple Gardens Hotel & Spa

AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union

RE: Casual Employees

To maintain employment, a casual employee, who is required to complete a Casual Availability Form (formerly Banquets Availability Form) must do so and/or not refuse three (3) or more requests to work in a 90 consecutive day period. Failing to do any of the above will result in a deemed termination. This does not apply to non-scheduled shifts. **Unless there is a satisfactory reason, a casual employee must show availability of at least six days/evenings per month with at least two of those days being a Saturday/Sunday.**

**Casual Employees will be responsible for filling out a monthly availability form prescribed in Appendix (d) the form will be handed in by the 15<sup>th</sup> of the month prior to it taking effect. For example October’s form shall be handed in by the 15<sup>th</sup> of September.**Where there is no requirement to complete a casual availability form, an employee who refuses three (3) or more requests in a 90 consecutive day period without a reason satisfactory to the Employer will result in a deemed termination.

The Union will be copied on all availability forms and notified of all employee work refusals.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
*Jenine Rosnes*

\_\_\_\_\_  
*David Wood*

\_\_\_\_\_  
*Chris German*

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*Rachel Hardwicke*

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*Noreen Buettner*

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*Balram Rana*

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*Tyson Pollock*

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*Jackie Shelemy*

**LETTER OF UNDERSTANDING #7**

BETWEEN: Temple Gardens Hotel & Spa

AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union

RE: Internal Postings for Temporary Fulltime Positions

In the event of a position becoming temporarily available and known to be for a period in between three months and twelve months, the following protocols will be followed:

1. The temporary position will be filled in accordance with Article 14 of the CBA;
2. Seniority accrues in the previous position and does not accrue in the temporary position;
3. If the posting is for less than 12 months, then the shift of the temporary position will be adopted by the successful candidate;
4. If the posting is for 12 months, then the Temple Gardens Shuffle will occur;
5. If there is a shift pick during the temporary placement, the individual on leave will choose the shift;
6. If a part time employee is successful for a temporary fulltime position where there are no qualified fulltime employees, then there will be no entitlement to sick leave and personal leave, other than in accordance with part time entitlements;
7. There will be only one subsequent temporary posting where there is an internal candidate selected

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
*Jenine Rosnes*

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*David Wood*

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*Chris German*

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*Rachel Hardwicke*

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*Noreen Buettner*

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*Balram Rana*

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*Tyson Pollock*

\_\_\_\_\_  
*Jackie Shelemy*

**LETTER OF UNDERSTANDING # 8**

BETWEEN: Temple Gardens Hotel & Spa  
AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union  
RE: Discipline Without Punishment

The hotel and the union wish to improve the employee relations environment at Temple Gardens. To ensure that the Employer maintains its' right to create and enforce reasonable rules of conduct and the Union preserves its right to utilize the grievance procedure, where it considers any Employer action as unjust, the parties agree to a new disciplinary system. This policy will define the Employer's rights under Article 4.03 and expand Article 1.01 (d)

It is based on an employee's commitment to the organization rather than a manager acting as an enforcer. It eliminates the concept of unpaid suspensions and instead has a paid decision making day at the end of the process with preceding steps to his point reflected in "reminders".

The contents of this disciplinary system are based on the "sample performance management matrix system" from Grote's book "Discipline Without Punishment".

The steps include two informal discussions, which would be considered non-disciplinary followed by three formal discipline steps (3 oral reminders, 2 written reminder, decision-making leave) and culminating in termination. (See chart below) The process will not apply during the probationary period during which time the Employer reserves the right to terminate an employee.

Action	Action completed by	Documentation	Employee signature	Witness	Distribution	Maximum allowed	Grievable ?
			<b><u>Informal Discussion</u></b>				
Positive contact	Manager	Informal note	No	No	n/a	n/a	no
Coaching	Manager	Performance discussion note	No	No	Pers. File;	n/a	no
			<b><u>Formal Discussion</u></b>				
Oral Reminder	Manager	Performance discussion note	No	Yes	Pers. File; union	3	Yes-after 3 <sup>rd</sup> reminder
Written reminder	Manager	Performance discussion note and memo to employee	Yes	Yes	Pers. File; employee (original); union	2	Yes-after second reminder
Decision making leave	General manager	As above	Yes	Yes	As above	1	yes
Termination	General manager	Chronological summary	n/a	Yes	Pers. File; employee (original); union	n/a	yes

Any rules will be considered minor and major offences which will also determine the appropriate step of the process.

### **Ongoing Process of Discipline**

In order to ensure both understanding and to minimize unnecessary disputes, the parties will convene as a Disciplinary Committee for the Formal Discussion process after each appropriate step. Furthermore the parties will seek out an arbitrator, who will consider any remedies in the context of the above disciplinary process in the event of the invocation of the grievance procedure.

### **Sunset Provision**

The parties agree to continue the practice of a twelve month sunset provision whereby absent any discipline, an employee's record shall not be relied upon for future discipline. Furthermore, in the spirit of seeking the commitment of employees rather than punishing them, should an employee at any of the stages of discipline (3 Oral Reminders, 2 Written Reminders or Decision Making Day, as well as between the stages of oral and written reminders) have no disciplinable incidents in eight months, then the next step of discipline will be a repeat of the previous disciplinary step with the new twelve month sunset provision effective with the new discipline. In the event of a second Decision Making Day, this will be done without pay.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
*Jenine Rosnes*

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*David Wood*

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*Rachel Hardwicke*

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*Noreen Buettner*

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*Balram Rana*

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*Tyson Pollock*

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*Jackie Shelemy*

**LETTER OF UNDERSTANDING # 9**

BETWEEN: Temple Gardens Hotel & Spa

AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union

RE: Lifeguards

An employee hired as a lifeguard without NLS certification will be paid at the uncertified rate as per Appendix A. Upon completion of NLS certification, the employee will move to the rate of the lifeguard and based on hire date.

If the employee fails to achieve his/her certification within twelve months of hire, that employee will be terminated at the sole discretion of the employer.

All life guards are required to maintain their NLS certification and have their current certification submitted to the employer.

Any employee who during their tenure fails to meet the NLS certification requirement for reasons satisfactory to the employer will be reduced to the uncertified rate and will be expected to achieve NLS certification within 12 months of expiration or be terminated at the sole discretion of the Employer.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
*Jenine Rosnes*

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*Jackie Shelemy*