

Collective Agreement

between

**Drumheller and District
Seniors Foundation
(Sunshine Lodge)**

and

CUPE / *Canadian Union
of Public Employees*
Local 715

January 1, 2018 – December 31, 2020

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - UNION RECOGNITION.....	1
ARTICLE 2 - DISCRIMINATION.....	3
ARTICLE 3 - MANAGEMENT RIGHTS	3
ARTICLE 4 - UNION MEMBERSHIP	3
ARTICLE 5 - CORRESPONDENCE	4
ARTICLE 6 - DEFINITIONS.....	4
ARTICLE 7 - LABOUR MANAGEMENT COLLECTIVE BARGAINING.....	6
ARTICLE 8 - GRIEVANCE PROCEDURE.....	7
ARTICLE 9 - ARBITRATION PROCEDURE.....	9
ARTICLE 10 - DISCHARGE, DISCIPLINE AND TERMINATION OF EMPLOYMENT .	10
ARTICLE 11 - SENIORITY	11
ARTICLE 12 - HOURS OF WORK.....	12
ARTICLE 13 - OVERTIME.....	14
ARTICLE 14 - NAMED HOLIDAYS.....	14
ARTICLE 15 - VACATIONS.....	16
ARTICLE 16 - SICK LEAVE.....	17
ARTICLE 17 - LEAVE OF ABSENCE	20
ARTICLE 18 - SALARIES	21
ARTICLE 19 - BENEFITS	21
ARTICLE 20 - TERMINATION OF EMPLOYMENT, LAY-OFF AND RECALL.....	22
ARTICLE 21 - POSTING OF POSITIONS, APPOINTMENTS AND PROMOTIONS....	23
ARTICLE 22 - JOB SECURITY.....	25
ARTICLE 23 - WORKERS' COMPENSATION	25
ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION	26
ARTICLE 25 - GENERAL.....	26
ARTICLE 26 - TERMS OF AGREEMENT.....	27
ARTICLE 27 - RETROACTIVITY	28
ARTICLE 28 - NURSING HOME AND RELATED INDUSTRIES PENSION PLAN	28
ARTICLE 29 - PRINTING OF COLLECTIVE AGREEMENTS	30
SCHEDULE "A".....	31
LETTER OF UNDERSTANDING #1	32
RE: MILEAGE	32
LETTER OF UNDERSTANDING #2.....	33
RE: HEALTH AND WELLNESS BENEFIT	33
LETTER OF UNDERSTANDING #3.....	34
RE: JOINT BENEFITS COMMITTEE	34

THIS AGREEMENT made this 20 day of July, 2018
BETWEEN:

DRUMHELLER AND DISTRICT SENIORS FOUNDATION
(SUNSHINE LODGE)
(hereinafter called the "Employer")
Party of the First Part

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 715
(hereinafter called the "Union")
Party of the Second Part

PREAMBLE

Whereas it is the purpose of both parties of this Agreement to:

- a) maintain and improve harmonious relations and settled conditions of employment between the Employer, Employees and the Union;
- b) recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, employment, services, etc;
- c) ensure that operations are effective and efficient;
- d) to promote the morale, well-being and security of all Employees in the bargaining unit of the Union; and
- e) deliver high quality, resident centered services.

ARTICLE 1 - UNION RECOGNITION

- 1.01 The Employer recognizes the Canadian Union of Public Employees Local 715 as the sole and exclusive bargaining agent for all Employees as may be covered by Certification 173-92 or amendments thereto order issued by the Labour Relations Board of the Province of Alberta.
- 1.02 Without restricting the generality of the foregoing the following classifications are specifically excluded from the terms of this Agreement:

Chief Administrative Officer and all Administrative Positions
- 1.03 Union business shall not take place during an Employee's working hours and/or on the Employer's premises without the expressed permission of the Employer.

- 1.04 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 1.05 The Union shall inform the Employer in writing of its officers, shop stewards and any other persons who are authorized representatives of the Union within thirty (30) days from the effective date of this Agreement. Where there is a change to that list during the currency of this Agreement, the Union shall inform the Employer immediately in writing.
- 1.06 A representative of the Union who is not an Employee of the Employer, may assist Employees in negotiations and may enter the premises of the Employer after first receiving permission from the office of the Administrator. The operations of the Employer shall not be interfered with by the representative while on the Employer's premises.
- 1.07 The Employer agrees to recognize, as a Union steward, one Employee designated by the Union for the purpose of processing grievances pursuant to the terms of this Agreement. The steward shall not leave their work for this purpose without first receiving the approval of the Employer. Such leave shall be with pay but limited to the time spent within regular working hours.
- 1.08 The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and termination of employment.
- 1.09 Union Orientation

On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or other representative of the employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union.

The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

1.10 Union Bulletin Boards

The Employer will provide a union bulletin board in each worksite. In multi-floor buildings, a union bulletin board will be located on each floor. These boards will be located in areas that are highly visible to Employees.

ARTICLE 2 - DISCRIMINATION

2.01 Employer Shall Not Discriminate

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employees by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence, and handicap, nor by reason of their membership or activity in the Union or any provisions covered by the Alberta Human Rights Act except to the extent permitted by law.

2.02 The Employer and the Union recognize the right of all Employees to work in an environment free from sexual or personal harassment. Any complaint alleging sexual or personal harassment shall be made in writing to the Employer and shall be treated seriously and in strict confidence. The Employer shall conduct an investigation when a complaint is made. Any Employee involved in an investigation related to the alleged complaint shall be entitled to Union representation. A complaint which is not resolved through the investigation process within fifteen (15) working days of the complaint being filed may be filed as a grievance in accordance with the Collective Agreement.

- a) Sexual harassment shall be defined as any sexually oriented practice that undermines an Employee's health or job practice, or endangers any Employee's employment status or potential.
- b) Personal harassment shall be defined as conduct or comments which are intimidating, threatening, or abusive which demean and belittle an individual or cause personal humiliation.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes and agrees that it is the exclusive right of the Employer to exercise all of the usual and customary rights of management. Such management rights include but are not necessarily limited to the right of the Employer to manage its business, direct the working forces, make rules and regulations and the right to hire, suspend, discharge, discipline, lay off, transfer, classify, promote, or demote any Employee. Such management rights are subject to this Agreement insofar as the provisions of the Agreement expressly limit such management rights. The question of whether any management rights are expressly limited by this agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 4 - UNION MEMBERSHIP

4.01 All Employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union.

- 4.02 The Employer shall deduct, as a condition of employment, monthly dues, initiation fees and assessments or their equivalent, from all Employees covered by the scope of this Agreement. Dues shall not be cumulative and will be deducted from an Employee so long as they are receiving payment from the Employer. Any change in the monthly Union dues will be communicated to the Secretary-Treasurer in writing and take effect the month following the notification.
- 4.03 Deductions shall be paid on each pay period every month and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 15th day of the month following deduction. Such deductions will be accompanied by a list of names and address of the Employees from whose wages the deductions have been made, the amount deducted from each Employee and the pay period covered by the deduction. Copies of this list will at the same time be forwarded to the Union's Local Secretary-Treasurer.
- 4.04 The Employer shall indicate on each Employee's Income Tax (T-4) slips, the amount of union dues paid by each Employee in the previous year.
- 4.05 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit except for the purposes of instruction, in an emergency, or when regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any regular Employee. For the purpose of this clause "persons" shall mean all other Employees of the Employer who are not included in the bargaining unit.

ARTICLE 5 - CORRESPONDENCE

- 5.01 All correspondence between the parties, arising out of this Agreement, or incidental thereto, shall pass to and from the Administrator and the Secretary of the Union.

ARTICLE 6 - DEFINITIONS

- 6.01 Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto require.
- 6.02 "Employer" shall mean the Board of the Drumheller and District Seniors Foundation, and include officers of the Foundation Board may from time to time appoint or designate to carry out administrative duties in respect of the operation and management of the Lodge or in respect of the administration of this Agreement.
- 6.03 "Union" shall mean the Canadian Union of Public Employees, Local 715.
- 6.04 A "Regular Employee" is a person hired into a permanent full-time or part-time position, and who has completed their Probationary Period.

- 6.05 A Regular Full-time Employee is an Employee who:
- a) has completed a probationary period in a permanent full-time position;
 - b) works on a continuing basis;
 - c) works a regular schedule of thirty-seven and one half (37½) hours per week;
 - d) is entitled to all the benefits under the terms of this Agreement.
- 6.06 A Regular Part-time Employee is an Employee who:
- a) has completed a probationary period in a permanent part-time position;
 - b) works on a continuing basis;
 - c) works a regular schedule of less than thirty-seven and one half (37½) hours per week;
 - d) is entitled to all the benefits under the terms of this Agreement.
- 6.07 A “Probationary Employee” shall be one who is engaged with a view to long term employment with the Employer, in a position which is part of the Employer’s continuing operation in accordance with Article 21.03.
- 6.08 A “Temporary Employee” is an Employee who:
- a) is hired for a specific project or job of a limited duration, or to fill a position made temporarily vacant by a Leave of Absence for more than two (2) months;
 - b) works a regular schedule;
 - c) is covered by the following provisions of the Collective Agreement:

Preamble

- 1 Union Recognition
- 2 Discrimination
- 3 Management Rights
- 4 Union Membership
- 5 Correspondence
- 6 Definitions
- 7 Labour Management Collective Bargaining
- 8 Grievance Procedure
- 9 Arbitration Procedure
- 12 Hours of Work
- 13 Overtime
- 14 Named Holidays
- 15.03 Vacations
- 16 Sick Leave

- 17 Leave of Absence
- 18 Salaries
- 20.04 Termination of Employment, Layoff and Recall
- 21.02 Posting of Positions, Appointments and Promotions
- 23 Workers Compensation
- 24 Job Classification and Reclassification
- 25 General
- 26 Terms of Agreement
- 27 Retroactivity
- Schedule 'A'

d) does not accumulate seniority, however upon successfully achieving the status of a Regular Employee shall have all hours worked from date of hire recognized for seniority purposes provided there has been no break in service greater than ninety (90) days.

6.09 A "Casual Employee" is one who is not regularly scheduled to work and works on an intermittent basis or to fill a position made temporarily vacant because of sickness, or vacation.

Casual Employees do not accumulate seniority and are not entitled to any benefits except those required by the Employment Standards Act of Alberta.

Casual Employees shall have no recourse to the grievance or arbitration procedure.

6.10 If a Casual or Temporary Employee applies for a permanent position and is appointed to such a position, they shall be required to serve a probationary period as per Article 21.03, provided that they have not completed a total of six-hundred and seventy-five (675) hours prior to being appointed to such position.

6.11 Basic Rate of Pay

Shall mean the applicable step in the pay range of the Employee's classification as set out in the Salary Schedule.

6.12 Pyramiding

Shall mean the payment of two or more premiums under different provisions of this Collective Agreement for the same hours worked.

ARTICLE 7 - LABOUR MANAGEMENT COLLECTIVE BARGAINING

7.01 Representation

In matters of collective bargaining no Employee or group of Employees shall undertake to represent the Union at meetings, with the Employer without the proper authorization of the Union, and in matters of collective bargaining the Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the bargaining unit.

7.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) Employees in the bargaining unit. The Union will advise the Employer of the Union nominees to the Committee.

7.03 Function of Bargaining Committee

All matters pertaining to rate of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

7.04 Labour Management Committee

The Employer and the Union shall each appoint two (2) representatives to sit on a Labour Management Committee. The purpose of the Labour Management Committee is to foster open communication and dialogue between the Employer and the Union on matters of mutual concern. The Committee will meet every second month.

7.05 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer, subject to the provisions of clause 1.06 of this agreement.

7.06 Time Off for Meetings

Any representative of the Union on the bargaining committee who is in the employ of the Employer shall have the right to attend meetings held within their working hours without loss of remuneration and/or benefits.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance is defined as any difference concerning the interpretation, application, administration or alleged violation of this Agreement. All grievances shall be processed in the manner herein provided without stoppage of work or refusal to perform work.

8.02 The time limits specified in this Grievance Procedure shall not include Saturdays, Sundays, and Named Holidays.

8.03 The purpose of these provisions is to ensure that all grievances are processed in a timely and expeditious manner within the time limits provided. The time limits may be waived at any step of the grievance or arbitration procedure by written agreement of the parties.

Step 1- Informal

An Employee who believes they have a grievance shall, within ten (10) days following the date they became aware of, or reasonably should have become aware of the occurrence which led to the complaint, first discuss the matter with their immediate Supervisor and a sincere attempt shall be made to resolve the grievance. In the event that it is not, the grievance shall be dealt with as herein provided.

Step 2

Within ten (10) days of discussing the grievance with the Supervisor, the grievance shall be submitted to the Administrator or delegated representative. The grievance shall be in writing and shall include:

- a) The name of the grievor
- b) The nature of the grievance and the circumstances out of which it arose
- c) The remedy or correction the Employer is requested to make
- d) The section(s) where the Agreement is alleged to have been violated.

The Administrator or delegated representative, shall meet with the Union and the grievor to discuss the grievance and render a decision within ten (10) days of the meeting.

Step 3

Failing settlement at Step 2, and within ten (10) days after the Administrator's decision, the grievance may be submitted to the Chairman of the Board or delegated representative in writing as heretofore described.

The Chairman of the Board, or delegated representative, shall meet with the Union and the grievor to discuss the grievance and render a decision within ten (10) days of the meeting.

Step 4 - Mediation

If mutually agreed between the parties, within ten (10) working days of receiving the Step 3 response, the grievance may be referred to a third-party grievance mediator to assist to resolve the grievance prior to referring the grievance to Arbitration.

The cost of the mediator shall be shared equally between the Employer and the Union.

If mediation fails, either party may refer the grievance to Arbitration within the time limits specified in the Alberta Labour Relations Code.

8.04 Failing settlement at Step 3, the grievance may be processed to Arbitration as hereinafter provided.

8.05 Where an Employee is discharged or suspended, the grievance process shall commence at Step 2.

ARTICLE 9 - ARBITRATION PROCEDURE

- 9.01 Any grievance which has been processed through all steps of the grievance procedure, according to its provisions may be referred to the Board of Arbitration as herein provided.
- 9.02 The party taking the grievance to Arbitration will, within twenty (20) days of receipt of the decision of the Chairman of the Board request the formation of a Board of Arbitration, by notifying the other party, in writing, of their intent and will in the same notification submit the name of the person nominated by them to the Board of Arbitration.
- 9.03 Within ten (10) days of the receipt of the above notice, the other party shall advise, in writing, their nominee to the Board of Arbitration.
- 9.04 The two nominees so appointed shall, as expeditiously as possible, endeavor to select a third person to act as Chairman. In the event that the two nominees fail to agree on a Chairman, the parties will request the Minister of Labour for the Province of Alberta to make such an appointment.
- 9.05 The time limits specified above may be extended for such times as are mutually agreed to by the parties in writing.
- 9.06 The decision of the Board of Arbitration shall be final and binding upon the parties and upon any Employees affected by it. The decision of a majority of the Board members is the Award of the Board of Arbitration, but if there is not a majority, the decision of the Chairman governs and it shall be deemed to be the Award of the Board.
- 9.07 The Board of Arbitration:
- a) shall have the power to deal only with matters involving the interpretation, application, administration or alleged violation of the Agreement;
 - b) shall not alter, amend, set aside, add to or delete any of the provisions of the Agreement;
 - c) shall not render any decision inconsistent with the provisions of the Agreement;
 - d) shall have jurisdiction to determine whether the grievance presents an arbitrable issue;
 - e) is limited in its jurisdiction to dealing only with those matters specifically contained within the grievance.

9.08 Either party to the Arbitration shall bear the expense of its respective nominee to the Board of Arbitration and the two parties shall equally bear the expenses of the Chairman.

ARTICLE 10 - DISCHARGE, DISCIPLINE AND TERMINATION OF EMPLOYMENT

10.01 Discipline Procedure

A regular Employee may be disciplined for just cause. When an Employee is to be disciplined, they shall be given the reason in writing by the Employer of the reason for such discipline. The Employee may request the presence of a Union official at any meeting which is disciplinary in nature.

10.02 May Omit Grievance Steps

An Employee considered by the Union to be discharged or suspended without just cause shall be entitled to a hearing under Article 8 - Grievance Procedure.

10.03 Warnings

Whenever the Employer or their authorized agent deem it necessary to censure an Employee, in a manner indicating that dismissal may follow any further infraction or may follow if such Employee fails to bring their work up to a required standard, the Employer shall give written particulars of such censure to the Employee involved, with a copy to the Secretary of the Union. The Employee may request the presence of a Union official at the time the warning is issued by the Employer.

10.04 Adverse Reports

The Employer shall notify an Employee in writing of any expression of dissatisfaction concerning their work and performance within twenty (20) working days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act or event, with copies to the Union and to the CUPE Representative. This notice shall include particulars of the actions or events which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them regarding discharge, discipline, promotion, demotion, or related matters. This article shall be applicable to any complaint or accusation which may be detrimental to any Employee's advancement or standing with the Employer. The Employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of their record.

The record of an Employee shall not be used against them at any time after twelve (12) months while in the employ of the Lodge following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided there have been no additional adverse reports within the twelve-month period. After two years of consecutive service from the date of the last adverse report, and following a written request, adverse reports older than twenty-four (24) months shall be removed from an Employee's file.

- 10.05** Except in cases of discharge for cause, Employees and the Employer shall give fourteen (14) calendar days notice of termination of employment.
- 10.06** An Employee who is terminated or terminates upon the provision of notice shall receive their wages and vacation pay to which they are entitled at the time they leave the Lodge.
- 10.07** An Employee shall be considered to be terminated when:
- a) they are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
 - b) does not return from leave of absence or vacation as scheduled unless notification could not reasonably be given;
 - c) they have abandoned their position;
 - d) fails to return to work within seven (7) calendar days following notice of recall, unless through sickness or other just cause.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

- a) Seniority is defined as the length of service of regular Employees in the bargaining unit and shall accrue from the first day of continuous employment in a permanent position.
- b) Seniority shall operate on a bargaining unit-wide basis.
- c) Seniority shall be used as the determining factor in promotions, transfers, layoffs, permanent reduction of the work force and recall when, in the opinion of the Employer, knowledge, qualifications and ability are relatively equal.
- d) Seniority will continue to accrue during paid sick leave, leaves of absence and paid leaves.
- e) Seniority will cease upon termination (except if reinstated in the case of discharge).

11.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each regular Employee's service commenced. An up-to-date seniority list shall be sent to the Union in January of each year and posted on the staff bulletin board.

11.03 Loss of Seniority

An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An Employee shall only lose their seniority in the event:

- a) they are discharged for just cause and is not reinstated.
- b) they resign in writing and does not withdraw their resignation within twenty-four (24) hours.
- c) they are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) they fail to return to work within seven (7) calendar days following notice of recall, unless through sickness or other just cause.
- e) they are laid off for a period longer than one (1) year.

ARTICLE 12 - HOURS OF WORK

12.01 It is understood and agreed that the work schedule shall provide for continuous operation Saturday through Friday.

12.02 The normal hours of work in a day shall be seven and one half (7½) hours.

The employer may require Employees to remain at the Lodge during the meal break and in recognition of this entrapment, Employees so entrapped shall receive the equivalent of one half (½) hours pay at the Employee's basic rate of pay. Employees may request exemption from the entrapment which will be granted solely at the discretion of the employer.

12.03 The normal number of hours worked by regular Employees in a week shall be thirty-seven and one half (37½) in a five (5) day period or such alternate schedule which averages thirty-seven and one half (37½) hours per week (for example four days in one week and six days in the alternate week).

12.04 Hours of work may be on a shift basis that will be determined by the Employer. The time at which shifts shall begin and end will be established by the Employer.

12.05 Regular hours of work shall be deemed to:

- a) include, as scheduled by the Employer,
 - i) two (2) rest periods of fifteen (15) minutes each during each full shift of seven and one-half (7½) hours, or

- ii) one (1) rest period of fifteen (15) minutes during each half shift of at least four (4) hours; and
 - iii) rest periods shall be deemed to commence when an Employee leaves their place of work and shall not, in any circumstance, exceed fifteen (15) minutes.
- b) a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of five (5) hours.
- 12.06 a) Shift schedules shall be posted not less than fourteen (14) calendar days in advance. When a change is made in the Employee's scheduled workdays by the Employer, the Employee shall be informed and when the change is with less than seven (7) calendar days' notice, the Employee shall be paid at one and one-half (1½x) times the basic rate of pay for all hours worked on the first shift of the changed schedule.
- b) However, where a change in the schedule is necessary due to time off being granted under the provisions of this Agreement, forty-eight (48) hours' notice is required. If the change is made with less than forty-eight (48) hours' notice, the Employee may refuse the change and in that event the Employer shall contact other Employees to fill the shift(s). In the event all Employees refuse to change, the Employer shall assign the shift as required and Employees who are assigned the shift shall be paid at one and one half (1½x) times the basic rate of pay.
- c) Employees shall be allowed a maximum of two (2) shift trades per shift schedule of fourteen (14) days provided that forty-eight (48) hours' notice is provided to the Employer except in extraordinary and unforeseeable circumstances. Additional shift trades will be at the discretion of the Employer.
- 12.07 On the date fixed by the Daylight Saving Time Act, Employees who work shall receive only their regular pay for the actual number of hours worked on their shift on the conversion to Mountain Standard Time and on the resumption of Daylight Saving Time.
- 12.08 Where five (5) or more hours of an Employee's hours of work fall within the period 1500 to 2300 hours (3:00 p.m. to 11:00 p.m.) the Employee shall receive a shift differential payment of one dollar and ninety cents (\$1.90) per hour. Shift differentials shall not be considered as part of an Employee's basic rate of pay and will apply only when actual hours are worked.
- 12.09 Where an Employee is required to work the midnight shift from 2300 to 0700 hours (11:00 p.m. to 7:00 a.m.) the Employee shall receive a shift differential payment of two dollars and thirty cents (\$2.30) per hour. Shift differentials shall not be considered as part of an Employee's basic rate of pay and will apply only when actual hours are worked.

ARTICLE 13 - OVERTIME

- 13.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and one half (7½) hours per day or thirty-seven and one half (37½) hours per week, except where an alternate schedule is in effect, in which case, all time in excess of an average of thirty-seven and one half (37½) hours per week shall be overtime.
- 13.02 It is the function of the Employer to determine when overtime is necessary and for what period of time it is required. Overtime shall be authorized prior to being worked in a manner and by such persons as directed by the Employer.
- 13.03 Overtime will be paid at the rate of time and one-half (1½x) the Employee's basic rate of pay. Overtime payment will cease and the Employee's basic rate will apply at the start of their next regularly scheduled shift.
- 13.04 There shall be no pyramiding of overtime or premium rates in the calculation of rates of pay.
- 13.05 An Employee called back to work by the Administrator or Designate after having completed their regular seven and one half (7½) hour shift shall be paid according to the provisions of clause 13.03 of this agreement, with a minimum payment of three (3) hours at the basic rate of pay.

This clause does not apply where the employer has extended a shift prior to the end of the shift.

- 13.06 When an Employee is required to be "on-call" the Employer shall provide the Employee with a company cell phone for use during the period the Employee is on-call.

No Employee will be required by the Employer to be on-call for more than two (2) weeks in any given month without mutual consent between the Employee and the Employer.

When an Employee is required to regularly be "on-call" the Employer shall pay a premium of one hundred dollars (\$100.00) per week on-call.

ARTICLE 14 - NAMED HOLIDAYS

- 14.01 The following shall be considered as Named Holidays:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 7. Heritage Day |
| 2. Family Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. Canada Day | 12. Boxing Day |

Plus any other General Holiday proclaimed by the Municipal, Provincial or Federal Government.

Employees are entitled to take general holidays and receive general holiday pay immediately upon starting employment.

Employees are entitled to general holidays and receive general holiday pay regardless of the day of the week the general holiday falls.

- 14.02 For Regular Full-time and Part-time Employees, when a Named Holiday falls on a day that would otherwise be an Employee's scheduled working day, and the Employee is not required to work on such day, the Employee shall be entitled to pay for that day at their average daily wage.
- 14.03 Regular Full-time and Part-time Employees scheduled or required to work on any of the named holidays shall be paid at one and one-half (1½x) times their basic rate of pay for all hours worked and by mutual agreement between the Employer and Employee, be given time off equivalent a day off in lieu with pay of at least the average daily wage for the day off. Such time off shall be arranged and taken within thirty (30) days of the holiday and the holiday pay shall be payable on that day. Employees shall make such requests no less than 14 calendar days in advance and such requests shall not be unreasonably denied. If time off cannot be provided the Employee shall receive an additional day's pay.
- 14.04 For Regular full-time Employees, where a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall be given an alternative day off with pay at their average daily wage.
- 14.05 For Regular Part-time Employees, where a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall be paid for that day at their average daily wage.
- 14.06 Where a Named Holiday falls during a Regular Full-time Employee's vacation they shall receive an additional day with pay added to their vacation.
- 14.07 Sections 14.02 - 14.06 shall not apply:
- a) where the Employee does not work on the Named Holiday when required or scheduled to do so;
 - b) where the Employee has absented himself from work without the consent of the Employer on either the Employee's scheduled shift immediately preceding or immediately following the Named Holiday;
 - c) while an Employee is on unpaid Leave of Absence;
 - d) while an Employee is receiving payments for time lost from work from either Workers' Compensation or Unemployment Insurance;

- e) where an Employee is unable to work as required pursuant to sub-clauses (b) and (c) above, the Employee, upon provision of a medical certificate certifying that the Employee was unable to work, shall not be disqualified from payment; in which case they shall receive sick pay at their basic rate as long as they have sick pay entitlements.

14.08 Religious Holiday Leave

An Employee shall be granted time off for a religious holiday not covered by Article 14.01. Time off will be considered when requested in writing and may include vacation, compensating time off, leave without pay or other arrangement mutually agreed to by the parties.

ARTICLE 15 - VACATIONS

15.01 For the purpose of this Article, “vacation year” means the twelve (12) month period commencing the first (1st) day of January in each year and concluding on the thirty-first (31st) day of December of the same year.

15.02 Vacation entitlement for Regular Employees is earned during each vacation year of continuous service and taken during the following vacation year. Vacation selection shall be by seniority, however, the employer retains authority to approve vacation schedules if dates are in dispute. The Employer shall provide not later than January 15th a copy to each Employee of their vacation entitlement for the upcoming year. Employees shall indicate in writing not later than March 31st their preference for vacation for the upcoming year. The Employer shall not later than April 30th assign vacation based on seniority for all Employees who have submitted their request prior to March 30th. Any requests for vacation after March 31st shall be granted based on the seniority of Employees who have requested vacation after March 31st and shall not affect any vacation previously approved.

15.03 Length of Vacation

Regular full-time Employees shall receive annual vacation with pay in accordance with completed years of employment as follows:

Up to two years of employment	- Ten (10) working days
Three years to seven years	- Fifteen (15) working days
Eight years to fifteen years	- Twenty (20) working days
Sixteen years or more	- Twenty-five (25) working days

Regular part-time Employees shall be paid vacation pay on the following basis of entitlement:

Up to two years of employment	- 4% of salary earned
Three to seven years	- 6% of salary earned
Eight years or more	- 8% of salary earned

Regular part-time Employees will earn vacation entitlement at the rate of each 1875 hours of work completed being equivalent to one year of service.

Note:

The formula for calculation of vacation pay shall: Hours worked in the preceding employment year multiplied by basic rate of pay in effect at the time vacation commences multiplied by the applicable rate from the table above.

Example: 1640 hours x \$8.40 x 6% = \$826.56.

Temporary and Casual Employees will be paid vacation pay at the rate of 4% of regular earnings.

- 15.04 Regular Employees shall take vacation entitlements as outlined in Article 15.02 unless written permission has been received from the Board to carry their vacation entitlement forward into the subsequent vacation year. In the event the employer and Employee are unable to mutually agree when the vacation is to be taken, the employer may pay out the vacation entitlement at the end of the calendar year following the year it was accumulated. If the employer is unable to provide a vacation period, the Employee shall carry their vacation entitlement forward into the subsequent vacation year.
- 15.05 An Employee who is granted a leave of absence in excess of thirty (30) days or is on layoff, Workers' Compensation or Disability shall have their period of vacation leave currently being earned reduced on a pro-rata basis.
- 15.06 Pro-rata vacation pay on termination of employment will be paid in accordance with service rendered, if proper notification of termination of employment is given (see Article 20). If proper notice of termination is not given then the Employee will be paid in accordance with the Alberta Labor Act and Regulations thereto.
- 15.07 Vacation pay will be payable in advance of the Employee's vacation, but only if requested by the Employee and if such request is made in writing at least one (1) week prior to the last payroll cutoff before the Employee's vacation time is to be taken.

ARTICLE 16 - SICK LEAVE

- 16.01 Sick Leave benefits are provided by the Employer to protect the Employee in the event of an unavoidable illness or injury not covered by Workers' Compensation.

16.02 The accrual and use of sick leave credits will be administered in accordance with the following:

- a) Upon completion of the probationary period, Regular and Temporary full-time Employees shall be allowed a credit for sick leave from the date of employment at the rate of one and one half (1½) working days calculated as eleven and one-quarter (11.25) hours for each full month of employment. Sick leave entitlement shall be calculated according to the following formula: 1.5 multiplied by the actual hours worked per pay period multiplied by 7.5 divided by 162.5.
- b) Upon completion of the probationary period, Regular and Temporary part-time Employees shall be allowed to accumulate sick leave credits from the date of employment for each pay period of employment according to the following formula: 1.5 multiplied by the actual hours worked per pay period multiplied by 7.5 divided by 162.5.
- c) Sick credits will be accumulated in accordance with 16.02 a) or b) up to a maximum credit of nine hundred (900) hours provided however, that an Employee shall not be entitled to use sick leave credits prior to the completion of their probationary period as per Article 6.
- d) Sick leave shall not accrue during a period of absence in excess of one (1) month in the case of:
 - i) illness;
 - ii) injury;
 - iii) layoff;
 - iv) unpaid leave of absence; or
 - v) periods while in receipt of compensation from the Workers' Compensation Board.
- e) When an Employee has accrued the maximum sick leave credits of nine hundred (900) hours the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- f) If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided the Employee has been given prior authorization by the Employer, such absence shall be charged against the Employee's accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.
- g) For the purpose of computing sick leave accumulation, days on which the Employee is on vacation shall be counted as working days.

- 16.03 Subject to Article 16.01 and 16.02, an Employee granted sick leave shall be paid, at their basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.
- 16.04 Employees absent on account of illness shall endeavour to report same to their Supervisor at least two (2) hours before scheduled commencement of duty in order to permit the Employer to obtain a replacement or distribute the duties among other staff.
- 16.05 a) An Employee may be required to provide proof of illness in the form of a doctor's statement at the request of the Employer for all absences claimed due to illness exceeding three (3) working days unless the Employer has documented a pattern of absenteeism.
- b) Employees absent from work due to illness for over 20 working days may only return to work after an illness upon proof in the form of a doctor's statement that the Employee is capable of performing the duties and responsibilities of their position. When an Employee is cleared by their doctor to return to work on modified duties, the doctor shall provide to the employer the medical restrictions and the Employer shall make every effort to accommodate the Employee's restrictions to the point of undue hardship. An Employee shall provide seven (7) days' notice of their intention to return to work.
- 16.06 Any regular Employee hired before December 31, 2007 shall be entitled to payment of twenty-five (25) percent of their accumulated sick leave on retirement after a minimum of ten (10) years of employment, provided the Employee has 50% or greater of entitlement remaining. Calculation of years of employment for regular part-time Employees shall be at the rate of each 1875 hours of employment being equivalent to one year of employment.
- 16.07 a) An Employee who has exhausted their sick leave credits during the course of illness, and is not capable of returning to work as provided for in clause 16.05 b) shall be deemed to be on leave of absence without pay or benefits up to an additional twelve (12) months.
- b) At the expiration of twelve (12) months from the last sick day of paid leave an Employee who is not capable of returning to work as provided in clause 16.05 (b) of this agreement shall be considered to have terminated their employment relationship with the Employer.
- 16.08 An Employee on sick leave absence without pay as provided for in clause 16.07 (a) of this agreement shall keep the Employer advised as to when they shall be expected back to work, and shall provide the Employer with at least seven (7) days written notice of their readiness to return to work.

16.09 Regular and temporary Employees shall be entitled to use up to thirty-seven and a half (37½) hours per year of sick leave to care for a family member who is ill. A family member for the purpose of this clause shall mean spouse (including common law spouse), child step-child, legal guardian, parent (including parent of spouse), grandparent or grandchild.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.01 A Leave of Absence is a written authorization for an Employee to be absent from work without pay for a definite period of time which has been approved in advance by the Employer.
- 17.02 Subject to the requirements of the Lodge, leave of absence with or without pay may be granted to an Employee for good and sufficient reason at the discretion of the Employer.
- 17.03 Requests for leave shall be made in writing and shall be made one (1) month prior to the beginning of the leave, except in situations of an unforeseen or emergency nature, in which case the Employee's request shall be made as soon as they become aware of the situation which prompted the request for leave.
- 17.04 Any Employee who has been granted a leave of absence and fails to return on the date granted by the Employer, shall be deemed to have abandoned their position unless notification could not reasonably be given.
- 17.05 Employees shall be granted bereavement leave as per Employment Standards legislation. An Employee shall be granted three (3) consecutive working days bereavement leave without loss of pay in the event of the death of a father, mother, legal guardian, spouse (including same sex or common-law spouse), child, son/daughter-in-law, brother, sister, grandparents or grandchildren, father/mother-in-law, brother/sister-in-law, step parent, step grandparents and stepchild of an Employee. By mutual agreement between Employer and Employee, paid leave may be extended to an Employee to accommodate special circumstances. No reasonable request will be denied.

Bereavement leave shall be extended by two (2) days if travel in excess of two-hundred and fifty (250) kilometers from the Employee's residence is necessary.

- 17.06 One-half (½) day leave may be granted without loss of regular pay to attend a funeral as a pallbearer.
- 17.07 a) Where Employees are called to the courts as a member of a jury, or as a witness, the Employer shall pay the difference between the pay received for such court service and the pay the Employee would have normally received if they had been working, based on their regular rate and not including any premium or fringes.
- b) Employees shall, whenever possible, perform their work between periods of jury duty or while awaiting jury call.

- c) In seeking reimbursement from the Employer for the difference between a court or jury pay and regular pay, Employees shall submit a statement of fees received to the Employer.

17.08 Maternity, Parental or Adoption Leave and any other leave shall be granted in accordance with the provisions of the Employment Standards Code of Alberta.

ARTICLE 18 - SALARIES

- 18.01 The basic salary scales and increments as set forth in Schedule "A" which is attached to and forms part of the Agreement, shall be applicable to all Employees covered by this Agreement on the dates and year indicated.
- 18.02 Newly hired Employees will commence at the start rate for their classification and shall move to the rate next following upon the completion of nine hundred and seventy-five (975) hours of service. Notwithstanding the preceding the Employer may, at its discretion, assign newly hired Employees to a rate above the start rate.
- 18.03 When an Employee is permanently assigned to a senior position they shall immediately receive a higher rate of pay; or where a senior Employee is absent on holidays or because of sickness or for some similar reason, the person appointed to take their place shall receive the higher rate of pay for all hours worked in the senior position provided they are in the senior position for three (3) consecutive days or longer.

ARTICLE 19 - BENEFITS

- 19.01 The Employer agrees to pay a maximum of two-hundred and fifty (\$250.00) dollars per month as their contribution towards health benefits for regular Employees only. Annually, and prior to January 1, Employees will be required to select, in writing, benefits which they choose to have in effect for the calendar year following. The Employee will pay any costs in excess of two-hundred and fifty (\$250.00) per month. The Employer agrees to indicate, in writing, prior to June 1 the amount of deductions for benefits that will be deducted. Benefits selected may not be changed during the calendar year except by mutual consent. The Employer agrees to make the following benefits available:

Alberta Health Care

The Employer shall offer the following group benefits through Sun Life, or their equivalent, to all eligible Employees:

Dental Plan

Basic Medical

Employee Life Insurance of \$50,000.00 per Employee

Dependent Life Insurance of \$10,000.00 (optional)

Accidental Death & Dismemberment

Long Term Disability

With written proof, an Employee who participates in a medical plan through their spouse's employer may elect not to be covered through the corresponding Employer's medical plan, however participation in Employee Life Insurance, Accidental Death & Dismemberment and Long Term Disability are mandatory.

- 19.02 Benefit contributions will not be paid to the Employees in cash.
- 19.03 The Employer agrees to consult with the Union on benefit packages to be selected, however, the final decision shall rest with the Employer.
- 19.04 To be eligible for Health Benefits, an Employee must work the minimum number of hours per week as required by the benefits carrier.
- 19.05 The Employer will make available to all Employees a Health and Wellness Benefit of two hundred dollars (\$200.00) annually. Administration of this Health and Wellness Benefit will be determined by the benefit provider.

ARTICLE 20 - TERMINATION OF EMPLOYMENT, LAY-OFF AND RECALL

- 20.01 Except in cases of discharge for cause, Employees and the Employer shall give fourteen (14) calendar days' notice of termination of employment.
- 20.02 An Employee who is terminated or terminates upon the provision of notice shall receive their wages and vacation pay to which they are entitled at the time they leave the Lodge.
- 20.03 An Employee shall be considered to be terminated when:
 - a) they are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
 - b) does not return from leave of absence or vacation as scheduled unless notification could not reasonably be given;
 - c) they have abandoned their position;
 - d) fails to return to work within seven (7) calendar days following notice of recall, unless through sickness or other just cause

20.04 Lay-off and Recall

- a) In the event it becomes necessary to reduce the number of permanent positions in the bargaining unit, the Employer shall provide a minimum of five (5) days written notice or five (5) days' pay in lieu of notice, or the notice required by *Alberta Employment Standards*, whichever is higher to the regular full-time or regular part-time Employees to be laid off and provide notice to the Union at the same time.
 - i) Temporary and casual Employees will be laid off prior to laying off regular Employees.
 - ii) Temporary and casual Employees do not accumulate seniority and the notice of lay-off as provided above does not apply to them.
- b) Lay-off shall be in reverse order of the bargaining unit-wide seniority provided remaining Employees have the required knowledge, qualifications and abilities to perform the work available.
- c) A regular Employee who is laid off shall remain on the recall list for a period of one (1) year from the date of lay-off or until the Employee is recalled to work, whichever occurs sooner.
- d) Recall shall be in the order of seniority provided Employees have the necessary knowledge, qualifications and ability to perform the work available.
- e) Employees laid off shall submit to the Employer their current address and telephone number, and shall keep the Employer informed of any changes to their contact information. In the event that the Employer is unable to contact the Employee in person, recall shall be by registered letter to the address provided by the Employee.
- f) An Employee who is recalled to work shall be required to report to work within seven (7) working days of receiving notice of recall, unless through sickness or other just cause.
- g) An Employee recalled for temporary or casual work or employment of short duration at a time when they are employed elsewhere, shall not lose their recall rights for refusal to return to work.
- h) New Employees will not be hired when Employees are laid off for reasons of unavailability of work, when the laid off employees possess the necessary knowledge, qualifications and skill to do the work available.

ARTICLE 21 - POSTING OF POSITIONS, APPOINTMENTS AND PROMOTIONS

21.01 When a permanent vacancy occurs, or a new position is created, the Employer shall notify the Union and post notice of the vacancy for a minimum of one week before permanently filling the vacancy and shall be filled on the following basis:

- a) Before any new Employees are hired and before any vacancy or new position is posted externally, Employees within the bargaining unit who have the required qualifications, ability, and documented performance shall, on the basis of seniority, be allowed the opportunity to fill the vacancy.
- b) If the position is not filled in accordance with (a) above, the position may be posted externally.

The posting shall contain the qualification, skills, existing shift schedule and current rate of pay of the position.

21.02 When an Employee is on an approved leave of absence for two (2) months or more or is expected to be off for more than two (2) months, the Employer will post a temporary position for a minimum of one week to be filled until the return of the incumbent.

21.03 Probationary Period

- a) All new Employees hired into a permanent position shall be required to serve a probationary period the duration of which shall be a minimum of six-hundred and seventy-five (675) hours.

The probationary period may be extended upon mutual agreement of the Employer and the Union to a maximum of one hundred and fifty (150) hours additional shifts in order for the Employer to obtain a further assessment of the Employee.

- b) The Employer shall twice provide an evaluation, in writing, of each probationary Employee, once during their probationary period and one prior to the completion of their probationary period.
- c) A probationary Employee may be terminated at any time during the probationary period without recourse to the grievance procedure.

21.04 Trial Period

When a regular Employee is promoted or transferred into a vacant position in a different classification they shall serve a trial period of two (2) months. Upon successful completion of the trial period the Employee shall assume the position on a regular basis.

- a) If the Employee proves unsatisfactory during the trial period, the Employee shall revert to a position equal to the one they previously held as soon as possible, and other Employees shall revert to their former positions as a result.
- b) If during the trial period, the Employee determines that they are not satisfied in their new position, they shall have the right to revert to their former position on the same basis as set out in a) above.

ARTICLE 22 - JOB SECURITY

22.01 It is not the intention of the Employer to contract out work of the bargaining unit. The Employer agrees that if Employees in the bargaining unit would lose employment as a result of contracting out services provided by the members of the bargaining unit, the Employer shall:

- a) Use their best efforts to encourage the contract service to give priority to hiring affected Employees.
- b) Lay off, rather than terminate, affected Employees.

The Employer agrees to give sixty (60) written days' notice of intention to contract out to affected Employees and the Union.

ARTICLE 23 - WORKERS' COMPENSATION

23.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive their basic rate of pay provided they assign over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. Employees shall only continue to receive their basic rate of pay for a period of one (1) month, after which time, only the Monies received from Workers' Compensation Board will be paid to the Employee.

23.02 An Employee receiving compensation benefits under Article 22.01 shall be deemed to be on Workers' Compensation leave and shall:

- a) Remain in the continuous service of the Employer.
- b) Cease to earn sick leave and vacation credits but shall suffer no loss of sick leave credits or vacation entitlements which had already accrued prior to Workers' Compensation benefits commencing.
- c) Not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.
- d) Employees shall pay their share of benefit premiums to the Employer on a monthly basis in order to continue their coverage.

23.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- a) Capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days written notice of readiness to return to work. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave that is where the expected duration of the leave at the time of onset was less than fourteen (14) calendar days. The Employer shall then reinstate the Employee in the same position they held immediately prior to the disability.
- b) Incapable of performing the duties of their former position, but is capable of performing the duties of another position, shall notify the Employer of their readiness to return to work. The Employer shall then reinstate the Employee to a position for which they are capable of performing the work entailed, upon the occurrence of the first such available vacancy.
- c) Incapable of performing the duties of any position, Sick Leave, article 16, and Group Medical Benefits, article 19, shall apply. Eligibility for benefits will be determined in accordance with those articles.

23.04 The reinstatement of an Employee in accordance with the Article shall not be construed as being in violation of the posting and/or scheduling provisions of this Agreement.

23.05 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of their condition in writing on a monthly basis except for reasons acceptable to the Employer.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Changes in Classification

When the duties or volume of work in any classification are substantially changed or increased or when a classification not covered in Schedule A is established during the term of the Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union.

If the parties are unable to agree on the reclassification and/or the rate of pay of the job in question, such dispute may be submitted to grievance and arbitration. The new rate shall be retroactive to the time the classification was first filled by an Employee.

ARTICLE 25 - GENERAL

25.01 Car Allowance

- a) When a maintenance Employee is required and authorized to use their own vehicle for work purposes, the Employer shall pay two hundred and seventy-five dollars (\$275.00) per month.

25.02 Mileage Allowance

- a) When an Employee, other than maintenance, is required and authorized to use their own vehicle for in town work purposes, they shall receive from the Employer a mileage allowance per kilometer based on Board Policy and distance rates established by the Employer, to be paid on a separate cheque from their regular wages. Authorization to be obtained prior to Employee using their vehicle for work purposes and supporting documentation to be submitted by Employee prior to reimbursement.
- b) Any Employee who is authorized to use their own vehicle for out-of-town work purposes shall receive from the Employer a mileage allowance per kilometer based on Board Policy and distance rates established by the Employer, to be paid on a separate cheque from their regular wages. Authorization to be obtained prior to Employee using their vehicle for work purposes and supporting documentation to be submitted by Employee prior to reimbursement.

25.03 Training

It is agreed that the Employee shall be responsible for the full costs of the Health Care Aide course. Upon verification of successful completion of the Health Care Aide course the Employer shall reimburse half (½) of the full cost of the Health Care Aide course to the Employee.

ARTICLE 26 - TERMS OF AGREEMENT

26.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2018 to December 31, 2020 and shall continue from year to year thereafter unless either party gives the other party notice in writing of its desire to terminate or amend this Agreement; such notice shall be given not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the expiry of the term of this Collective Agreement. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

26.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lock-out arises.

26.03 Strikes, Lock-Outs and Picketing

The Union agrees that there will be no strikes during the life of this Agreement, and the Employer agrees that there will be no lock-outs during the life of this Agreement.

ARTICLE 27 - RETROACTIVITY

27.01 An Employee whose employment has terminated, except for termination under clause 10.07, or in cases of termination with just cause, prior to the date upon which this Collective Agreement is signed by the Employer, shall be eligible to receive retroactively any increase in salary which they would have received by the termination of employment, only upon submitting to the Employer, during the period between the expire date of the preceding Collective Agreement and one (1) month after the signing of this Collective Agreement a written application for such retroactive salary.

ARTICLE 28 - NURSING HOME AND RELATED INDUSTRIES PENSION PLAN

28.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday
- ii) holiday pay, for the hours not worked
- iii) vacation pay
- iv) paid sick leave
- v) bereavement leave
- vi) jury duty
- vii) negotiations and grievance meetings

All other payments, premiums, allowances and similar payments are excluded.

"Eligible Employee" means all Employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

28.02 Effective January 1, 2016, each eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to five percent (5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal five percent (5%) of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the Employee pays the matching amount.

The Employer shall contribute on behalf of all Employees who would be eligible Employees but for their age or their receipt of a pension from the five percent (5%) of applicable wages to a fund of the Employee's choice.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- 28.03 The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- 28.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the costs of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

- 28.05 The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the *Pension Benefits Act, R.S.O. 1990, Ch. P-8*, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The following information shall be provided to the Administrator of the Plan in electronic format.

For further specificity, the items required for each eligible Employee by Article 27.05 of the agreement are:

- i) To be provided once only a Plan commencement:
- Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- ii) To be provided with each remittance:
- Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable earnings
 - YTD pension contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To be provided once, and if status changes:

- Full address as provided to the Employer by the Employee
- Termination date when applicable (MMDDYY)
- Gender
- Marital Status

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceed the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

28.06 The Employer agrees to be bounded by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

ARTICLE 29 - PRINTING OF COLLECTIVE AGREEMENTS

29.01 The Employer agrees to share the cost of printing sufficient copies of the Collective Agreement with the Union to provide to each present and new Employee, filling a position in the bargaining unit, with one (1) copy of the Collective Agreement.

Each party further agrees to pay the full cost of printing additional copies that they individually order.

Signed on behalf of Canadian Union of
Public Employees, Local 715

Signed on behalf of The Drumheller and
District Seniors Foundation

July 20, 2018
Date

July 22, 2018
Date

SCHEDULE "A"

EFFECTIVE JANUARY 1, 2018 (1.25%)				
	<u>Start Rate</u>		<u>Job Rate</u>	
Maintenance Supervisor	\$24.85		\$29.59	
Maintenance Worker II	\$17.40		\$20.43	
Maintenance Worker I	\$19.90		\$23.66	
Food Services Cook	\$21.90		\$24.30	
Food Services Assistant II	\$16.58		\$18.09	
Food Services Assistant I	\$17.76		\$19.28	
Kitchen/Housekeeping Aides	\$15.70		\$17.04	
	STEP 1	STEP 2	STEP 3	STEP 4
Health Care Aide	\$16.75	\$18.21	\$19.36	\$21.01

EFFECTIVE JANUARY 1, 2019 (1.50%)				
	<u>Start Rate</u>		<u>Job Rate</u>	
Maintenance Supervisor	\$25.22		\$30.03	
Maintenance Worker II	\$17.67		\$20.74	
Maintenance Worker I	\$20.19		\$24.02	
Food Services Cook	\$22.23		\$24.66	
Food Services Assistant II	\$16.83		\$18.36	
Food Services Assistant I	\$18.03		\$19.57	
Kitchen/Housekeeping Aides	\$15.94		\$17.30	
	STEP 1	STEP 2	STEP 3	STEP 4
Health Care Aide	\$17.00	\$18.49	\$19.65	\$21.32

EFFECTIVE JANUARY 1, 2020 (2.00%)				
	<u>Start Rate</u>		<u>Job Rate</u>	
Maintenance Supervisor	\$25.72		\$30.63	
Maintenance Worker II	\$18.02		\$21.15	
Maintenance Worker I	\$20.60		\$24.50	
Food Services Cook	\$22.67		\$25.16	
Food Services Assistant II	\$17.17		\$18.73	
Food Services Assistant I	\$18.39		\$19.96	
Kitchen/Housekeeping Aides	\$16.26		\$17.64	
	STEP 1	STEP 2	STEP 3	STEP 4
Health Care Aide	\$17.34	\$18.86	\$20.04	\$21.75

Advancement on the grid for Health Care Aides shall be in accordance with the following criteria:

- From Step 1 to Step 2: After 975 hours or the Employee's registration in the Health Care Aide course.
- From Step 2 to Step 3 upon successful completion of the Health Care Aide course.
- From Step 3 to Step 4 after 975 hours at Step 3.

LETTER OF UNDERSTANDING #1

between

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 715
(Hereinafter called the Union)

and

DRUMHELLER AND DISTRICT SENIORS FOUNDATION
(Hereinafter called the Employer)

RE: MILEAGE

The Parties shall, upon ratification, conduct a review of the costs incurred and mileage driven by the Maintenance Employees in order to determine the effectiveness of the current car allowance provided in Article 25.01.

The Parties agree to review this information within six (6) months of ratification and shall meet to discuss results of this review in an attempt to address the cost effectiveness and efficiency of current car allowances.

Signed this 20 day of July, 2018

Signed on behalf of Canadian Union of
Public Employees, Local 715

Signed on behalf of The Drumheller and
District Seniors Foundation



LETTER OF UNDERSTANDING #2

between

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 715
(Hereinafter called the Union)

and

DRUMHELLER AND DISTRICT SENIORS FOUNDATION
(Hereinafter called the Employer)

RE: HEALTH AND WELLNESS BENEFIT

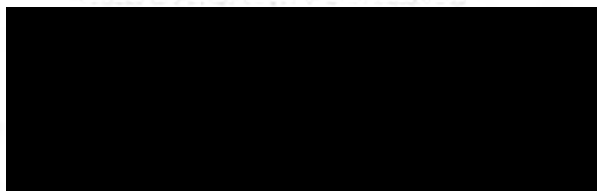
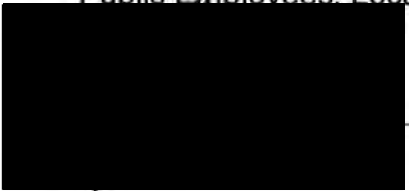
During the negotiations of the Collective Agreement spanning the term January 1, 2018 to December 31, 2020, the Parties agreed that a Health and Wellness Benefit has been established for each Employee as per Article 19.05 at a minimum of \$200 per Employee per year. The Employer commits to revisiting this allocation if the possibility exists to increase this amount after the ratification of the Collective Agreement.

Administration of this Health and Wellness Benefit shall be determined through consultation with benefit provider and/or Joint Benefits Committee.

Signed this 20 day of July, 2018

Signed on behalf of Canadian Union of
Public Employees Local 715

Signed on behalf of The Drumheller and
District Seniors Foundation



LETTER OF UNDERSTANDING #3

between

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 715
(Hereinafter called the Union)

and

DRUMHELLER AND DISTRICT SENIORS FOUNDATION
(Hereinafter called the Employer)

RE: JOINT BENEFITS COMMITTEE

To facilitate effective management of the benefit plan described in Article 19, the Parties shall form a Joint Benefit Committee which shall review premiums, plan usage, renewal, administration and cost of the various components of the benefits described in the Article. Every effort will be made to ensure the Committee consists of a representative from each classification within the Union, a representative from the Drumheller and District Seniors Foundation and the Chief Administrative Officer or designate. Consensus of the Committee is necessary for proposed changes to the benefits. This Committee shall meet at minimum once per calendar year unless all Parties involved agree that no meeting is required.

Signed this 20 day of July, 2018

Signed on behalf of Canadian Union of
Public Employees Local 715

Signed on behalf of The Drumheller and
District Seniors Foundation

