

# Collective Agreement

between

**Pioneer Complex  
(Lloydminster, Alberta)**

-and-

**The Canadian Union of Public  
Employees, Local 1015**

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

**March 1, 2018 – February 28, 2021**



jb/Canadian Office & Professional Employees  
Local #491

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Collective Agreement

between

Pioneer Complex (Lloydminster, Alberta)

-and-

The Canadian Union of Public Employees, Local 1015

PURPOSE

It is the intent and the purpose of Pioneer Complex and the Union that this Agreement shall:

1. Define the relationship between the Pioneer Complex and its Employees and the Union;
2. Outline the working conditions, rates of pay, and benefits, which have been agreed to through collective bargaining;
3. Establish procedures for the equitable settlement of grievances, as defined in Article 11 of this agreement, which may arise.

ARTICLE 1 – SCOPE

- 1.01 This Agreement shall cover all Employees at Pioneer Complex employed in the classifications set forth in the following and Schedule A:

Cook  
Dietary Aide  
Housekeeping Aide  
Laundry Aide  
Activity Aide  
Healthcare Aide  
Licensed Practical Nurse

ARTICLE 2 – RECOGNITION AND UNION SECURITY

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for the Employees covered by this Agreement.
- 2.02 The Union recognizes the responsibility of its members to perform their respective duties for the said Employer and at all times to carry out their individual responsibilities according to the regulations, methods and procedures established by the Employer.

- 2.03 No Employee shall be required to make any written or verbal agreement, which may conflict with the terms of this Collective Agreement.
- 2.04 The Employer shall deduct by payroll deduction, from every Employee covered by Alberta Labour Relations Board Certificate #375-2000, union dues as levied by the Union. Dues shall be deducted at the end of each pay period and shall be forwarded to the Secretary-Treasurer of the Local Union or to such party as is agreed upon by the Local and the Employer not later than the fifteenth (15<sup>th</sup>) day of the month following. Dues shall be accompanied by a list containing the names of all Employees from which dues have been deducted, their date of hire, the amount of dues deducted, the regular wage rate or salary, and the classification of each Employee. In the event that dues are forwarded to a party other than the Local Secretary-Treasurer, the Employer shall forward two (2) copies of the list, one to the Local Secretary-Treasurer and one with the dues cheque.
- 2.05 The Employer will note any Union dues deducted, on T-4 slips issued for Income Tax purposes.
- 2.06 (a) The Employer will recognize a Shop Steward who is a current Employee of the Complex as having the authority to act on behalf of other Employees. The names of Shop Stewards will be supplied in writing to the Employer before they are recognized as Shop Stewards.
- (b) Union Officers will be recognized as Shop Stewards for the purpose of this Article.
- (c) The Employer agrees that the Shop Steward shall not be hindered, coerced or interfered with in any way in the performance of the Shop Steward's function while investigating disputes and presenting adjustments. Shop Stewards shall suffer no loss of pay for time spent performing these duties. The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer and that the Shop Steward will not leave work during working hours except to perform Shop Steward duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave work without obtaining the permission of the Shop Steward's supervisor, and such permission shall not be unreasonably withheld.
- (d) Shop Stewards shall suffer no loss in pay for time spent on the Employer's premises in performing their duties as Shop Stewards.
- 2.07 The Employer respects the fact that the Employees belong to a union, and will not intimidate, coerce, harass, or unduly influence Employees because of union activity.

### ARTICLE 3 – RESPECT IN THE WORKPLACE

- 3.01 The Employer and the Union agree to abide by the Alberta Human Rights Act. It is agreed there will be no discrimination, restriction, or coercion exercised or practiced on the part of the Employer or the Union with respect to any Employee by reason of sexual orientation, membership or non-membership or activity in the Union, nor in

respect to any of the listed grounds in the aforementioned Act including age, race, colour, religious or political beliefs, gender, gender identity, gender expression, mental or physical disability, place of origin, marital status, family status, or source of income. For the purposes of this Article, the parties agree that the defenses and definitions of the aforementioned Act are applicable.

- 3.02 The Employer, the Union and Employees are committed to a safe and respectable workplace where workplace violence, bullying and harassment are not tolerated. For the purposes of this Agreement, bullying and harassment are defined as any improper conduct by an individual that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm.
- 3.03 The parties recognize the value of informal discussion between Employees and their supervisors, between two (2) or more Employees, and between the Union and the Employer, with the intent that problems and concerns be resolved without recourse to formal complaint.
- 3.04 An Employee who has a complaint relating to Article 3 has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact their immediate supervisor, the Department Head, Human Resources or Union Representative for assistance.
- 3.05 When an Employee submits a complaint relating to Article 3, the Employer shall conduct an investigation in accordance with policy and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. To the extent possible investigations will be concluded within ninety (90) days from the date of the complaint.
- 3.06 If the investigation determines that discrimination, harassment, or bullying has occurred, the Employer may impose disciplinary action, up to and including discharge.
- 3.07 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination, harassment or bullying. If an Employee acts in bad faith in making a complaint of discrimination or harassment, disciplinary action, up to and including discharge, may be imposed by the Employer against such Employee.

#### ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Pioneer Complex reserves all management rights and functions including the following:
  - (a) To manage Pioneer Complex and to provide direction of the working force, including the right to plan, direct and control operations, to maintain the discipline and efficiency of the Employees, and to require employees to observe the rules and regulations of Pioneer Complex, to hire, promote, transfer, demote, lay off or relieve Employees from duty, to discipline and discharge Employees for just cause;

- (b) Pioneer Complex retains all management rights not specifically covered in the Agreement;
- (c) Pioneer Complex agrees not to exercise these management rights in violation of this Collective Agreement.

#### ARTICLE 5 – COMPLEMENT OF EMPLOYEES

- 5.01 The Employer retains the right to determine the complement of full-time and part-time Employees for each classification.
- 5.02 The Employer retains the right to hire casual Employees as required to substitute for regular coverage and for emergency situations, which are to be determined at the sole discretion of management.
- 5.03 In order to provide job security, no person(s) in the bargaining unit shall lose regular hours or employment due to work being performed by person(s) not in the bargaining unit.

#### ARTICLE 6 – DEFINITION OF EMPLOYEE

##### 6.01 Full-Time Employee

A regular full-time Employee is one who:

- (a) Is employed on a continuing basis;
- (b) Works a regular schedule of an average of thirty-eight (38) to forty (40) hours per week over a four (4) week period;
- (c) Is entitled to all the benefits under the terms of this Collective Agreement;
- (d) Has completed the probationary period specified in Article 7.01.

##### 6.02 Part-Time Employee

A regular part-time Employee is one who:

- (a) Is employed on a continuing basis;
- (b) Is scheduled to work less than the hours of work described in Article 6.01;
- (c) Is required to work their scheduled shifts unless authorized to be absent by the Employer;
- (d) Is entitled to benefits as they are specifically provided for part-time Employees under the terms of the Collective Agreement;

- (e) Has completed the probationary period specified in Article 7.01.

### 6.03 Casual Employee

A casual Employee is an Employee who:

- (a) Is employed in a position other than a full-time or part-time position;
- (b) Has no guaranteed number of hours but retains the right to stipulate the days they are available for work, before a schedule is posted. Hours assigned to casual Employees shall not affect the number of hours of work of a regular full-time or part-time Employee.
- (c) The following articles of the Collective Agreement shall apply to casual Employees:
  - No Discrimination
  - Management Rights
  - Job Classifications
  - Definition of Employee
  - Complement of Employees
  - No Strike or Lockout
  - General Holidays
  - Annual Vacations
  - Grievance Procedure
  - Hours of Work and Overtime
  - Previous Agreements
  - Duration of Agreement
  - Union Security
  - Legislation and Other Information
  - Wage grid-including progression through the steps
- (d) Casual Employees will be given the opportunity to apply for vacancies posted under the provisions of Article 8.
- (e) The Employer agrees to comply with any other applicable legislation with respect to the employment of casual Employees.
- (f)
  - (i) A Casual Employee that works more than twenty (20) hours per week for more than four (4) consecutive weeks will be offered a part-time position.
  - (ii) A Part-time Employee that works thirty-eight (38) hours or more per week for more than four (4) consecutive weeks will be offered a full-time position.
  - (iii) Temporary extenuating circumstances will be the exception to (i) and (ii).

**ARTICLE 7 – SENIORITY AND PROBATION**

- 7.01 A new full-time or part-time Employee shall be on probation for a combined (exclusive of lay off) working period of four (4) months or the equivalent number of hours worked for part-time Employees, without a break of service as per Article 7.05. Upon completion of the prescribed period, seniority shall be established retroactive to the last date of hire.
- 7.02 During the probationary period, an Employee may be terminated, and that Employee shall have the right to appeal to the Complex Administrator with their Union Representative.
- 7.03 Probationary Employees are not eligible for the benefits of this agreement and do not accumulate seniority. However, once Employees have completed the probationary period, seniority shall be established retroactive to date of hire.
- Upon completion of the probationary period and upon the production of the receipt, Employees shall be reimbursed the cost of their Criminal Record Check.
- 7.04 Seniority shall be the total accumulated length of service of an Employee since the Employee's last date of hire without a break in seniority as addressed in Article 7.05. Accumulation of seniority shall be based on hours worked.
- 7.05 Seniority shall be broken and the Employee considered terminated when:
- (a) An Employee is dismissed by the Employer for just cause and not later reinstated;
  - (b) An Employee voluntarily leaves the service of the Employer;
  - (c) An Employee fails to report to work after completion of leave of absence;
  - (d) An Employee fails to report to work on recall after lay off;
  - (e) An Employee has been continually laid off due to lack of work for a period of twelve (12) months.
- 7.06 An Employee absent due to an unpaid leave of absence, granted under Article 13.01, shall not accumulate seniority but shall have their seniority frozen at their last day of work.
- 7.07 The Employer agrees to post an up to date seniority list by February 1<sup>st</sup> of each year. Such a list will include the accrued seniority of each Employee up to December 31<sup>st</sup> of the previous year. A copy of the seniority list shall be forwarded to the Union.

**ARTICLE 8 – POSTING OF VACANCIES**

- 8.01 All vacancies or newly established positions shall be posted on the bulletin board and Employees have seven (7) working days in which to make written application for such

vacancies. Each posting shall state the responsibilities, qualifications, basic rate of pay and to whom applications should be submitted.

- 8.02 Where a regular part-time Employee is to be hired as a replacement or in addition to the complement of regular part-time Employees, the vacancy will be posted in a similar manner.
- 8.03 Vacancies or new positions within the scope of this Agreement shall be filled on the basis of demonstrated ability, qualifications and general suitability, as determined by the Employer, to perform the work satisfactorily. Where demonstrated ability, qualifications and general suitability, as determined by the Employer are equal, the senior applicant shall be awarded the position. Applications from current Employees will be given first consideration upon closing the posting/advertising of a position.
- 8.04 Any Employee promoted to a new classification as provided in Article 8.03 shall be on a trial period of three (3) months. During this period the Employee may be returned by the Employer to their former classification if they are not satisfactorily performing the job as determined by the Employer or if the Employee is unsatisfied with the new classification.
- 8.05 The Employer will notify the unsuccessful applicants.

#### ARTICLE 9 – DISCIPLINE, DISMISSAL and RESIGNATION

- 9.01 Notice of termination or lay off of an Employee shall be as provided in the Employment Standards Code.
- 9.02 Fourteen (14) calendar days' notice in writing shall be given by a regular Employee resigning from the employment of the Employer.
- 9.03
  - (a) An Employee shall have the right to have a Shop Steward or officer of the Union present when a disciplinary notice is issued, verbally or in writing. The Employee and the Union will be notified of the meeting twenty-four (24) hours in advance in order to facilitate obtaining a union representative of their choice to attend.
  - (b) Dismissal or discipline of an Employees shall only be for cause. Any dismissal or discipline may be subject to the grievance procedure.
  - (c) Discipline shall normally be progressive and appropriately measured to the incident that gave rise to the discipline.
- 9.04 Disciplinary notices will have an expiration date that is relevant to the severity of the discipline.
- 9.05 Employees shall be allowed to view their personal file at any time and have copies made of the contents (at the Employees cost).

## ARTICLE 10 – LAY OFF AND RECALL

- 10.01 When full-time and part-time Employees are to be laid off or recalled from lay off, seniority shall prevail provided however the senior Employee has the qualifications, demonstrated ability and general suitability, as determined by the Employer to handle the work to be performed.
- 10.02 When the Employer recalls a full-time or part-time Employee, for normal duties, the Employer shall forward a registered letter and an email to the Employee who has been laid off addressed to the Employee's last known address and email address. The Employee concerned must notify the Employer within ten (10) days of the receipt of such letter.

In the event that the Employer does not receive notification within the stated ten (10) day period accepting employment or the Employee fails to report on the required date the said Employee shall be deemed to be terminated.

## ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01 It is the mutual desire of the parties that a complaint of an Employee shall be resolved as promptly as possible. It is understood that an Employee has no grievance until the Employee has first discussed the complaint with the immediate supervisor without satisfactory resolve.
- 11.02 If a concern has not reached a satisfactory resolve after discussion with the immediate supervisor, then the Employee may file a grievance in accordance with the procedure outlined below, within ten (10) days of the event or circumstances giving rise to the complaint coming to the attention of, or should have come to the attention of, the Employee or Employees concerned.
- 11.03 A grievance shall be defined as any dispute between the Employer and any Employee(s) regarding the interpretation, meaning, operation or application of this Agreement or a matter where an Employee alleges to have been unjustly dismissed except a probationary employee as defined in Article 7.02.
- 11.04 Any grievance submitted shall be in writing, be signed by the grievor(s) shall specify the Article and section of the agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation and the redress or adjustment requested.
- 11.05 The Employer acknowledges the right of the grievor to be accompanied by the Union in meetings with the Employer at any step of the grievance procedure.
- 11.06 Time limits specified in this Article are flexible and may be extended by the written agreement of the Employer and the Union.
- 11.07 Working days for the purpose of this Article shall be Monday through Friday, exclusive of General Holidays.

#### 11.08 Step 1

A Union Representative or Employee shall present a written grievance to the immediate supervisor of the Employee. The immediate supervisor shall convene a meeting within five (5) working days of the incident giving rise to the grievance. Failing settlement satisfactory to the Employee concerned within four (4) working days of the meeting with the immediate supervisor of the department, the grievance shall be processed as follows or considered settled.

#### Step 2

Failing satisfactory settlement of the grievance within the time limit of Step 1, the Union may within five (5) working days from the time the immediate Supervisor of the Employee gave their answer or refused to give an answer, forward the grievance to Step 2. The Complex Administrator shall investigate the circumstances, consider the grievance and convene a meeting within five (5) working days of the Union forwarding the grievance to Step 2. The Administrator shall give the Employee a decision within five (5) working days from the meeting. The decision shall be in writing.

#### Step 3

If the Employee(s) are not satisfied with the Complex Administrator's decision or refusal to decide, they may appeal within, but not later than five (5) working days from the date of the decision or failure to decide in Step 2 above to the Labour Relations Committee of the Pioneer Complex Board. Upon such appeal the grievance shall be considered by the Labour Relations Committee at the next regular meeting of the Committee or within ten (10) working days of the receipt of the appeal, whichever is the earlier. The Labour Relations Committee shall hear evidence and render a written decision within ten (10) working days of the hearing or shall direct the parties to an internal Grievance Mediation process and issue a time deadline for reporting back any settlement in the matter. The time limit for proceeding to arbitration will be extended to accommodate the process.

#### Step 4

If satisfactory settlement is not reached in Step 3 above, either party may request arbitration, providing the request is made in writing within but not after ten (10) working days of the decision in Step 3. The party requesting arbitration will notify the other party of their appointee to an arbitration board or their request to use a single Arbitrator. In the event that an arbitration panel will be used, within ten (10) working days of receipt of such notice, the party so notified will notify the other party of its appointee to the arbitration board. The two appointees will jointly select a Chairman. If the appointees cannot agree upon a Chairman, or fail to appoint one, either party may request the Director of Settlement for the Province of Alberta to appoint a qualified person to act as Chairman of the Arbitration Board. In the event that a single Arbitrator will be used, if the parties cannot agree upon an Arbitrator either party may apply to the Labour Board for one to be appointed.

11.09 The Arbitrator or Arbitration Board shall not have jurisdiction to alter, add to, subtract from, this Agreement or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms of this Agreement. The decision of the Arbitrator or

Arbitration Board shall be final and binding upon both parties. Each party shall bear the expenses of their appointee and the Employer and the Union shall equally bear the fee and expenses of the Chairman.

## ARTICLE 12 – HOURS OF WORK AND OVERTIME

- 12.01 The Employer retains the right to schedule hours of work of Employees as is necessary to provide coverage for the determined hours of operation.
- 12.02 A full day shall consist of eight (8) hours or in the case of an LPN, eight and one quarter (8¼) hours as scheduled by the Employer. The full weekly hours of work shall average thirty-eight to forty-one and a quarter (38-41¼) hours per week averaged over a four (4) week period as scheduled by the Employer.
- 12.03 Authorized hours worked by Employees in excess of eight (8) hours or in the case of an LPN, eight and one quarter (8¼) hours in a day or in excess of one hundred and sixty (160) hours in a four (4) week period as provided above shall be considered overtime hours and paid at one and one half (1½) times the regular rate of pay, as provided in Schedule "A".
- 12.04 Employees working an eight (8) hour shift (eight and one quarter (8¼) hours for LPNs) shall be provided a one half (1/2) hour paid meal break. In the event that an Employee's meal break is interrupted, the break shall be extended to provide a total one half (1/2) hour break. Employees working a full eight (8) hour shift shall receive two (2) fifteen (15) minute paid breaks as scheduled by the Employer. All Employees working a five (5) hour shift but less than an eight (8) hour shift shall receive one (1) fifteen (15) minute paid rest break and one half (1/2) hour unpaid meal break as scheduled by the Employer. Employees working a shift less than five (5) hours shall be given a fifteen (15) minute paid rest break after each two (2) hour period.

In no circumstances will a shift be extended to accommodate a break. While on a paid break, the Employee is required to remain on-site at the facility.

- 12.05 The hours of work as stated in this Article are not to be construed as a guarantee, as a minimum, nor as a restriction, for any maximum of hours to be worked. Changes to an Employees scheduled hours shall be given to the Employee, in writing, a minimum of four (4) days in advance.
- 12.06 When an Employee relieves in a higher classification and performs substantially all of the duties of that classification for a full shift or longer they shall receive a rate of pay for the higher classification for all hours worked in that higher classification.
- 12.07 Employees shall have the right to exchange shifts only with the prior authorization from Management. Such authorization shall not be unreasonably denied.
- 12.08 Shift Differential

Shift differentials are paid by the Employer in addition to the regular wage paid to the Employee. It is considered a standalone premium and will not be part of the Employee's

hourly restitution. Shift differentials will not be duplicated as with statutory holiday pay overtime or pyramided with other pay benefits.

(a) Night Shift Differential

An Employee who works any hours from 11:00 p.m. – 7:00 a.m. shall be paid a premium of two dollars (\$2.00) for all hours worked in this period in addition to their regular wage.

(b) Evening Shift Differential

An Employee who works any hours after 8:00 p.m. up to the night shift differential qualifiers shall be paid a premium of one dollar and fifty cents (\$1.50) per hour, for all hours worked in this period in addition to their regular wage.

(c) Weekend Shift Differential

An Employee who works any hours from 11:00 p.m. Friday to 11:00 p.m. on Sunday shall be paid a premium of one dollar and fifty cents (\$1.50) per hour, unless they qualify for a greater differential, for all hours worked in this period in addition to their regular wage.

(d) Working Alone Differential Premium

Any Employee who works hours as the sole staff member in the Complex will be entitled to a premium of four dollars (\$4.00) per hour in addition to their regular wage.

## ARTICLE 13 – LEAVE OF ABSENCE

13.01 An Employee must apply in writing for leave of absence without pay for personal reasons. Such leave may be granted at the sole discretion of the Employer.

13.02 An Employee on leave of absence without pay shall not earn vacation or sick leave credits nor be eligible for payment of General Holidays which fall during the authorized period of absence.

13.03 The Employer agrees to provide Maternity, Adoption and Parental Leave as provided by the Employment Standards Code.

13.04 Up to two (2) Employees upon giving not less than fourteen (14) days written notice may be granted leave of absence with pay to attend Union conventions or other Union business. Where leave is granted the Employer will continue to pay Employees for the periods of absence. The Employer will submit an account to the Union and the Union shall reimburse the Employer for all pay and benefits incurred due to the leave.

13.05 The Employer recognizes the right of duly elected officials of the Union to apply for leave of absence with pay in order to participate in negotiations with the Employer. The Employer will submit an account to the Union and the Union shall reimburse the Employer for all pay and benefits incurred due to the leave.

## ARTICLE 14 – BEREAVEMENT LEAVE

- 14.01 A full-time or part-time Employee is eligible for up to four (4) calendar days of leave following the death or to attend the funeral of an immediate family member, without loss of pay. The four (4) days can be split between two time periods if requested. The four (4) days will be granted to an Employee if the Employee is originally scheduled to work those days. If the Employee is not scheduled to work, or is on vacation, or is already on a leave of absence, or is on time off for any reason, the bereavement leave is not granted to extend that time off. A copy of the death certificate, the obituary, or funeral card must be submitted before the next pay day. Immediate family members shall include spouse, common-law spouse, partner, daughter, son, sister, brother, mother, father, parent-in-law, brother or sister-in-law, niece, nephew, aunt, uncle or grandparents or step family members. It is understood that the immediate family members listed in this article include foster family members that currently live with Employees.
- 14.02 Where the funeral occurs a great distance away (250 miles or greater), the leave will be extended two (2) days to total six (6) consecutive calendar days allowing for travelling time. The six (6) days will be granted to an Employee if that Employee is originally scheduled to work those days. If the Employee is not scheduled to work, or is on vacation, or is already on a leave of absence, or is on time off for any reason, the bereavement leave is not granted to extend that time off. A copy of the death certificate, the obituary, or funeral card must be submitted before the next pay day.
- One half (1/2) day leave shall be granted, without loss of salary, to attend a funeral as a pallbearer. A copy of the death certificate, the obituary, or funeral card must be submitted before the next pay day.
- 14.03 No pay will be deducted from any staff member who has been asked by the Complex Administration to represent the Complex at a funeral.

## ARTICLE 15 – PERSONAL LEAVE

- 15.01 An Employee must apply in writing for a leave of absence without pay for personal reasons. Such leave may be granted at the discretion of Complex Administration. An Employee on leave of absence without pay shall not earn sick leave credits nor be eligible for payment of General Holidays which fall during the authorized period of absence.

## ARTICLE 16 – MATERNITY AND PARENTAL LEAVE

- 16.01 The Employer agrees to provide Parental Leave in accordance with the Employment Standards Code.

## ARTICLE 17 – SICK LEAVE

- 17.01 Sick leave is granted to full-time permanent Employees and shall not accumulate until the first month following the probationary period. Sick leave is then accumulative from the date of hire.

- 17.02 Full-time Employees are granted sick leave at the rate of one and one quarter (1¼) days per month.
- 17.03 Sick leave may be accumulated at the rate of fifteen (15) days per year up to a maximum of sixty (60) working days.
- 17.04 Approved sick leave shall be paid at the regular rate of pay.
- 17.05 Sick leave shall not be claimed for General Holidays, paid leave of absence (as in bereavement leave), during vacation leave or any other paid leaves.
- 17.06 Sick leave shall not be granted for pregnancy, however sick leave may be granted for sickness which may occur during a pregnancy.
- 17.07 When an Employee resigns employment, unused sick time will not be "paid out".
- 17.08 A full-time Employee who is absent due to an out of town medical/dental appointment is eligible to use sick leave for the hours of work absent for such an appointment. It is understood that Employees will make every attempt to schedule medical/dental appointments on their days off.

**ARTICLE 18 – GENERAL HOLIDAYS**

- 18.01 The Employer agrees to comply with the provisions of current Employment Standards Code with regard to General Holidays. For these purposes the following will be recognized as General Holidays:

New Year's Day	Alberta Family Day
Good Friday	Victoria Day
Canada Day	Heritage Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

- 18.02 If a General Holiday falls on a day that would normally have been a workday for the Employee, and the Employee works on the General Holiday, then the Employee is entitled to either option (a) or (b):
  - (a) An amount that is at least the Employee's regular wage and an amount that is one and a half (1 ½) times the Employee's wages for each hour of work the Employee works that day;
  - or
  - (b) An amount that is at least the Employee's wage rate at overtime rates if the day is worked; and; one preauthorized day off to be taken, no later than the Employee's next annual vacation and be taken on a day that would normally be a work day for the Employee at an amount at least equal to the Employee's regular wage.

- 18.03 When working the night shift, the entitlement to General Holiday pay is given to the shift that works on the holiday the longest. Therefore, the night shift that starts the day before the holiday will receive the holiday benefit, not the night shift that starts on the holiday.
- 18.04 Part-time and Casual Employees working on a statutory holiday shall be paid at one and one half (1½) times their basic rate of pay. Part-time and Casual Employees shall receive statutory pay equivalent to five percent (5%) of total regular earnings, excluding overtime or vacation pay, for each pay period, with each pay cheque.
- 18.05 An Employee must be paid General Holiday pay that is at least the Employee's regular wage if:
- (a) The Employee does not work on the General Holiday; and
  - (b) A General Holiday falls on a day that would normally have been a work day for the Employee.

#### ARTICLE 19 – ANNUAL VACATIONS

- 19.01 All Employees, employed for less than one (1) year by the Employer shall be entitled to a prorated vacation accumulation as of January 1<sup>st</sup> of their first year of employment.
- 19.02 All Employees after one (1) year of continuous service, but less than four (4) years, shall be given ten (10) working days annual vacation each year.
- 19.03 All Employees with four (4) years continuous service, but less than ten (10) years, shall be given fifteen (15) working days annual vacation.
- 19.04 All Employees with ten (10) years continuous service, but less than twenty (20) years shall be given twenty (20) working days annual vacation.
- 19.05 All Employees with twenty (20) or more years continuous service, shall be given twenty-five (25) working days annual vacation.
- 19.06 If a General Holiday mentioned in Article 18.01 should fall within a time period taken as holiday time, by the Employee, the day of the General Holiday will not be counted as a vacation day, assuming the Employee qualifies for payment for the General Holiday.
- 19.07 Employees shall indicate on the vacation schedule their preferred periods of annual vacation no later than March 31. Vacation preference shall be regulated on a mutually agreed basis, but in the case of a disagreement, seniority shall govern. Management reserves the right to limit the number of people taking vacation at any one time. The vacation schedule may be amended by mutual consent of the Employer and Employee at least one (1) month prior to the proposed vacation date. Employees shall not necessarily be granted "prime" vacation time year after year. This time will be granted, if requested on a rotating basis. "Prime" vacation time includes the months of July and August as well as General Holidays such as Christmas and Easter.

19.08 For the payment of vacation pay the same calculation will be used and the percentage for the vacation pay will be based on the same schedule. Vacation pay for all casual hours worked shall be paid on the same pay period as the hours worked.

1 – 3 years	4%
4 – 9 years	6%
10 – 19 years	8%
20 years and over	10%

**ARTICLE 20 – EMPLOYEE BENEFITS**

The Benefits package for all part-time and full-time Employees will include:

20.01 Health Benefits

1. \$25,000 Life Insurance Policy
2. 100% coverage Dental Plan (based on Alberta Dental Fee Guide)
3. 80% coverage Extended Health Care Plan

	% paid by Employee	% paid by Employer
\$25,000 Life Insurance	100%	0%
Extended Health Care	25%	75%
Dental	25%	75%

20.02 Healthcare Spending Account

1. A Health Spending Account (HSA) shall be implemented for all employees eligible for benefits pursuant to Article 20, on January 1<sup>st</sup> of each calendar year.
  - a) Starting January 1<sup>st</sup>, 2018, a sum of three hundred dollars (\$300.00) per each Regular Full-time Employee, as at December 1<sup>st</sup> of the previous year, shall be allocated by the Employer to an HSA for each eligible employee.
  - b) The HSA shall be provided to benefit eligible Regular Part-time Employees as follows:
    - a flat rate of one hundred and fifty dollars (\$150.00) per year.
  - c) Reimbursement will be provided upon submission of an original receipt.
  - d) Casual Employees are not eligible for HSA.
  - e) Any unused allocation in an employee's HSA as of December 31<sup>st</sup> of each calendar year is not carried forward.
  - f) The HSA shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of

implementation and during the course of operation of the Health Spending Account.

- g) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) HSA based upon the combined total of their full-time equivalencies (FTEs).

2. The HSA may be used for the following purposes:

- receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in this Article.

3. An Employee who terminates employment voluntarily and who within the same calendar year of termination commences employment with the same Employer shall have their HSA maintained. It is understood that an Employee is only entitled to one (1) HSA within a calendar year.

#### 20.03 Tuition Refund

Employees required by the Employer to take courses on food handling, WHMIS, and First Aid, will be paid their basic rate of pay for the duration of the courses. Pioneer Complex agrees to pay any tuition and / or fees for such courses. If the Employee leaves the employment of Pioneer Complex within one (1) year, the Complex will remove the prorated portion of the course cost from the Employee's final pay.

#### 20.04 The Voluntary RRSP as follows:

- (a) After completion of one thousand and forty (1,040) hours of service with the Employer an Employee will be eligible to participate to the following RRSP. The Employer and Employee shall make matching contributions to the program based on full time equivalent years of service.

From 1-4 complete years of service	up to 4%
From 5-9 complete years of service	up to 5%
From 10-14 complete years of service	up to 6%
From 15 complete years forward	up to 7%

- (b) Depositing of Funds

Funds shall be deposited by the Employer into a recognized plan and thereafter shall be self-managed by the Employee in accordance with the terms and conditions of the plan.

The parties to this agreement agree that such funds are intended solely for the use of providing a retirement annuity and shall not be withdrawn during the Employee's term of employment. In the event an Employee withdraws funds contrary to the intent of this Clause, then the Employer is no longer obligated to continue making contributions for that employee.

## ARTICLE 21 – JOB CLASSIFICATION

- 21.01 Pay is issued bi-weekly, every second Friday. Pay shall be direct deposited into the financial institution of the Employee's choice.
- 21.02 The Employer agrees, upon request, to provide each Employee with a job description which outlines their duties.
- 21.03 The Union acknowledges the need for the flexibility of job classifications which may on occasion require Employees to perform services outside of their job classification in order to ensure the efficient operation of the Pioneer Complex.
- 21.04 Where a new classification is established within the bargaining unit or the job duties of an existing classification significantly change during the term of this agreement, the Employer shall notify the Union and provide the schedule of wages deemed appropriate for the classification.

If the Union fails to object in writing within fourteen (14) calendar days of receipt of the notice from the Employer, the wage rate shall be considered as implemented.

- (a) If the Union objects to the wage rate established by the Employer and through negotiations both parties agree to revise the wage rate, the revised wage rate shall be retroactive to the date the new classification was established.
- (b) Failing resolution of the matter by negotiations within sixty (60) calendar days of the receipt of the Union's objections to the Employer, it may be referred to arbitration as provided in Article 11 of this collective agreement.

## ARTICLE 22 – LEGISLATION AND OTHER INFORMATION

- 22.01 The Employer will post on the bulletin board whenever updated or changed, but in any event annually, the current Employment Standards, Health and Safety Code, Labour Relations and Human Rights Legislation. This information shall be provided to an Employee upon request.

## ARTICLE 23 – LABOUR MANAGEMENT RELATIONS COMMITTEE

- 23.01 In an effort to maintain good communication and efficiency in operations, a Labour Management Relations Committee comprised of representatives of the Employer and the Union will meet quarterly or as otherwise mutually agreed. The purpose of this Committee will be to assist the Employer and the Union in clarifying new practices or new policies, discuss mutual concerns pertaining to the Collective Agreement and working conditions.
- (a) The Labour-Management committee will be comprised of up to four (4) members from the Union and up to four (4) members from the Employer. The Employer

agrees that Employees attending such meetings shall suffer no loss or regular pay, seniority or benefits.

- (b) An Employer and Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings. Minutes shall be taken and posed on the bulletin board.
- (c) The Union may request that the CUPE National Representative attend these meetings.
- (d) The Committee will not have discussions in regard to collective bargaining or existing grievances.

#### ARTICLE 24 – PREVIOUS AGREEMENTS

24.01 This Agreement constitutes the total agreement reached between the parties and supersedes any and all previous agreements, either oral or written.

#### ARTICLE 25 – NO STRIKE OR LOCK OUT

25.01 The Union agrees that during the life of this Agreement there will be no strike, slow down, stoppage of work, study sessions, or any withdrawal of normally provided services, and Pioneer Complex agrees that during the life of this Agreement there shall be no lock outs.

#### ARTICLE 26 – DURATION OF AGREEMENT

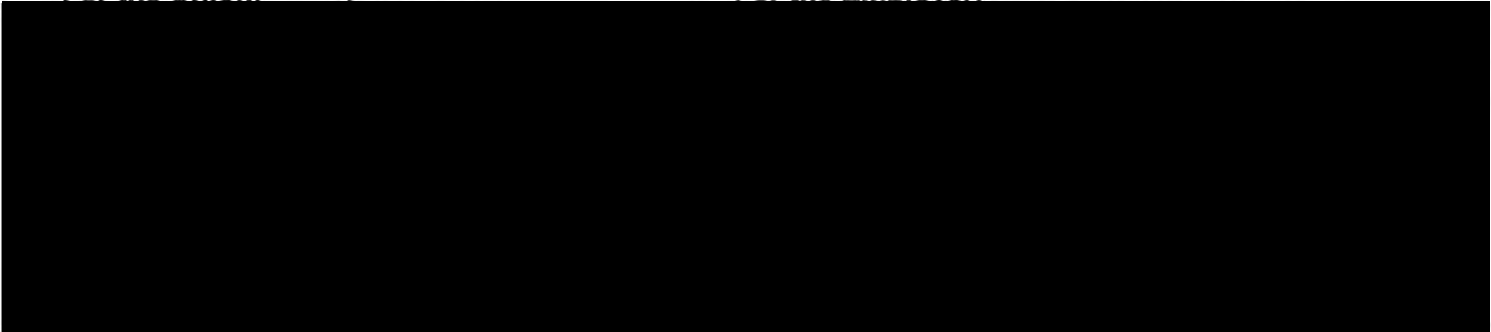
26.01 This Agreement will become effective on March 1, 2018 and shall continue in effect until February 28, 2021, and automatically from year to year thereafter unless either party gives written notice of its desire to negotiate revisions thereof. Such notice shall be given not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry date of this agreement.

The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in negotiations.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018 in the City of Lloydminster, Alberta.

**For the Union:**

**For the Employer:**



\_\_\_\_\_

\_\_\_\_\_

CUPE Local 1015 Pioneer Complex Wage Schedule  
SCHEDULE "A"

March 1, 2018									
	Probation	690	2080	3120	4160	6240	8320	10400	12480
Cook	\$16.42	\$16.91	\$17.47	\$17.99	\$18.50	\$19.03			
Aide	\$15.06	\$15.53	\$16.04	\$16.58	\$17.14	\$17.72			
Healthcare Aide (HCA)	\$19.82	\$20.34	\$20.85	\$21.20	\$21.54	\$22.18	\$22.91	\$23.41	\$24.10
Licensed Practical Nurse (LPN)	\$27.10	\$27.69	\$28.27	\$28.83	\$29.38	\$30.55	\$31.70	\$32.79	\$34.12

June 25, 2018									
	1.5% Increase								
	Probation	690	2080	3120	4160	6240	8320	10400	12480
Cook	\$16.67	\$17.16	\$17.73	\$18.26	\$18.78	\$19.32			
Aide	\$15.29	\$15.76	\$16.28	\$16.83	\$17.40	\$17.99			
Healthcare Aide (HCA)	\$20.12	\$20.65	\$21.16	\$21.52	\$21.86	\$22.51	\$23.25	\$23.76	\$24.46
Licensed Practical Nurse (LPN)	\$27.51	\$28.11	\$28.69	\$29.26	\$29.82	\$31.01	\$32.18	\$33.28	\$34.63

March 1, 2019									
	1.5% Increase								
	Probation	690	2080	3120	4160	6240	8320	10400	12480
Cook	\$16.92	\$17.42	\$18.00	\$18.53	\$19.06	\$19.61			
Aide	\$15.52	\$16.00	\$16.52	\$17.08	\$17.66	\$18.26			
Healthcare Aide (HCA)	\$20.42	\$20.95	\$21.48	\$21.84	\$22.19	\$22.85	\$23.60	\$24.12	\$24.83
Licensed Practical Nurse (LPN)	\$27.92	\$28.53	\$29.12	\$29.70	\$30.27	\$31.47	\$32.66	\$33.78	\$35.15

March 1, 2020									
	2.0% Increase								
	Probation	690	2080	3120	4160	6240	8320	10400	12480
Cook	\$17.25	\$17.77	\$18.36	\$18.90	\$19.44	\$20.00			
Aide	\$15.83	\$16.32	\$16.86	\$17.42	\$18.01	\$18.62			
Healthcare Aide (HCA)	\$20.83	\$21.37	\$21.91	\$22.28	\$22.63	\$23.31	\$24.07	\$24.60	\$25.32
Licensed Practical Nurse (LPN)	\$28.48	\$29.10	\$29.71	\$30.30	\$30.87	\$32.10	\$33.31	\$34.46	\$35.85

Progression through the pay grid is based on total hours of work with the Employer.