



**THE PIPER CREEK FOUNDATION**

**- and -**

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

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 838**

**COLLECTIVE AGREEMENT**

**January 1, 2018 to December 31, 2019**



Canadian Office & Professional Employees Local #491

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This Agreement made this 2 day of March, 2018.

BETWEEN

THE PIPER CREEK FOUNDATION  
(Hereinafter called "the Employer")  
Party of the First Part

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 838  
(Hereinafter called "the Union")  
Party of the Second Part

**Article 1 – Preamble**

- 1.01 It is the purpose of both parties to this Agreement:
- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
  - 2) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, services, etc.
  - 3) To encourage efficiency in operations.
  - 4) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union in a working environment that recognizes the dignity and self-esteem of each individual, and
  - 5) To promote resolution where conflicts occur in the workplace.
- 1.02 It is now desirable that methods of bargaining and matters pertaining to the working conditions of the Employees be drawn up in a Collective Agreement.

## **Article 2 – Term of Agreement**

### **2.01 Duration**

This Agreement shall be binding and remain in effect from January 1, 2018 to December 31, 2019, and shall continue from year to year thereafter unless either party gives to 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 twenty (120) days preceding the expiry of the term of this Collective Agreement.

### **2.02 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement in writing by the proper parties to this Agreement at any time during the existence of this Agreement.

## **Article 3 - Definitions of Employees**

### **3.01 Permanent Employee**

A Permanent Employee is a Full-time Employee or Part-time Employee.

### **3.02 Full-time Employee**

A Full-time Employee is an Employee who:

- a) works on an annual basis; and
- b) works a regular schedule of forty (40) hours per week.
- c) is entitled to all the benefits under the terms of the Agreement.

### **3.03 Part-time Employee**

A Part-time Employee is an Employee who:

- a) works on an annual basis; and

- b) works a regular schedule of under forty (40) hours per week.
- c) is entitled to all the benefits under the terms of the Agreement.

### 3.04 **Temporary Employee**

A Temporary Employee is an Employee who is hired for a specific period of time of three (3) months or more to fill a temporarily vacant position or for a specific job. This position will end when the absent employee returns or the specific job is completed. However, a temporary position will not continue for more than one (1) year unless agreed in writing by both parties.

Temporary Employees receive the Union pay scale and shall advance on the pay scale from the starting rate to the next step based on 1260 hours worked and accumulation of 2080 hours thereafter, as per schedule "A".

Temporary Employees are not entitled to benefits under Article 24 unless the Employee is hired for a continuous period of more than ninety (90) days. The Employee will then be entitled to Alberta Health Care cost shared as per Article 24.

If a Temporary Employees is the successful applicant for a permanent position and has been continuously employed by the Employer, without a break in service of 30 days or more, the Employee shall have all their time recognized as service/seniority.

### 3.05 **Casual Employee**

A Casual Employee is an Employee who does not work a regular schedule.

A Casual Employee shall not accrue Seniority until they are the successful applicant to a Permanent or a Temporary position as per 12.01

Casual Employees receive the Union pay scale and shall advance on the pay scale from the starting rate to the next step based on 1260 hours worked and accumulation of 2080 hours thereafter, as per schedule "A".

Casual Employees are not entitled to benefits under Article 24 unless the Employee is hired for a continuous period of more than ninety (90) days. The Employee will then be entitled to Alberta Health Care cost shared as per Article 24.

#### **Article 4 - Recognition and Negotiation**

##### **4.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 838 as the sole and exclusive collective Bargaining Agent for all of its Employees as certified by the Board of Industrial Relations under Certificate No. 1675-91, and hereby agrees to negotiate with the Union or any of its authorized committees, concerning terms or conditions of employment affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

4.02 Non-bargaining unit staff of the Employer and volunteers shall not work jobs, which are included in the bargaining unit where such work reduces the regular salary/wage and/or normal hours of work of the bargaining unit.

##### **4.03 Part-time Employees**

This Collective Agreement is fully applicable to all Part-time Employees; such Employees shall receive the wages and conditions of employment specified in this Agreement. Part-time Employees shall receive the following provisions of the Agreement on a pro-rata basis according to their hours of work: Article 18, Holidays; Article 19, Vacation; Article 20, Sick Leave.

##### **4.04 Shop Stewards**

- (a) The Union shall advise the Employer in writing of the Shop Stewards elected to represent employees;
- (b) Any employee shall have the right to request the presence of a Shop Steward at meetings with the Employer and in all matters related to discipline or if the Employee believes that the meeting may be disciplinary in nature.

**4.05            Strikes, Lockouts 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 lockouts during the life of this Agreement.

**4.06            No Other Agreements**

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this Collective Agreement.

**Article 5 - No Discrimination**

**5.01            Employer Shall Not Discriminate**

The Employer and the Union agree that the workplace shall be free of discrimination and harassment, therefore there shall be no 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, family status, sexual orientation, place of residence, and handicap, nor by reason of his/her membership or activity in the Union or any provisions covered by the Alberta Human Rights, Citizenship and Multiculturalism Act except to the extent permitted by law.

**Article 6 - Union Membership Requirement**

**6.01            Union Membership**

All Employees shall, as a condition of employment, either maintain their Union membership or join the Union within thirty (30) days after the signing of this Agreement and remain Union members in good standing or, if they are not or do not become Union members, shall pay the equivalent of dues to the Union. All new Employees shall, as a condition of employment, either join the Union within thirty (30) days of employment and remain Union members in good standing or pay the equivalent dues to the Union.

## **Article 7 - Check-off of Union Dues**

### **7.01 Check-Off Payments**

The Employer shall deduct from every Employee any dues or initiation fees in accordance with the Union Constitution and By-Laws. The Employer shall deduct the initiation fee of two dollars (\$2.00) from the Employees first check and provide the new Employee with a Union application card. These cards shall be supplied to the Employer at no cost.

### **7.02 Deductions**

Deductions shall be made from the payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the month, accompanied by a list of names and classifications of Employees from whose wages the deductions have been made.

### **7.03 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.

7.04 The Employer shall forward a list of all Employees' names, addresses and phone numbers to the Recording Secretary of Local 838. The list shall be forwarded by October 1<sup>st</sup> and April 1<sup>st</sup> of each year.

## **Article 8 - Correspondence**

### **8.01 Correspondence**

All correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director of the Employer and Secretary of the Union, (or its designate) and CUPE National Representative.

## **Article 9 - Labour Management Collective Bargaining**

### **9.01 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.

### **9.02 Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of one (1) Employee from each Lodge in the bargaining unit. The Union will advise the Employer of the Union nominees to the Committee.

### **9.03 Union Management Advisory Committee**

A Union Management Advisory Committee shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties.

The Committee shall concern itself with any matters of mutual interest including Health and Safety. Meetings shall be held at least two (2) times per year and additional meetings may be requested at any time by either party and upon such request, the Union Management Advisory Committee will meet forthwith. Employees shall not suffer any loss of pay for the time spent with this Committee.

### **9.04 Representation of Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when meeting in relation to issues pertaining to the union/management contract and negotiating with the Employer.

### **9.05 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 working hours without loss of remuneration and/or benefits.

## **Article 10 - Grievance Procedure**

### **10.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union. The Union may assist any Employee in preparing and presenting his/her grievance in accordance with the grievance procedure. Such representative may have access to the Employer's premises in order to investigate and assist in the settlement of the grievance as upon requesting permission twenty-four (24) hours in advance and such permission shall not be unreasonably withheld by the Employer.

10.02 The Union or Employees shall have the right to have the assistance of representatives of the Canadian Union of Public Employees at any time when preparing and processing grievances.

### **10.03 Permission to Leave Work**

The Union agrees to provide the Employer with the name of one Union Steward for each lodge for the purpose of adjustment of grievances during the life of this contract. The Union recognizes that each Steward is employed by the Employer and that s/he will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her Manager, which permission shall not be unreasonably withheld.

### **10.04 Definition of Grievance**

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement.

### **10.05 Settling of Grievances**

An earnest effort shall be made to settle issues arising from the application of this Agreement fairly and promptly through discussion between the Employer, the Union and the Employee to

avoid the need for formal grievances. In the event this process does not resolve the issue, the following grievance procedure shall apply.

### **Step 1**

The grievance shall be filed in writing with the Employer within fourteen (14) working days of the date that the Grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance. The aggrieved Employee(s) will meet with the Manager and another representative from the Foundation to discuss the grievance in an attempt to resolve the difference before proceeding. The grievor has the right to have a Shop Steward present at said meeting.

The Manager shall provide a reply in writing within five (5) working days of the meeting.

### **Step 2**

Failing satisfactory settlement being reached in Step One, the Steward together with the Grievor(s) within fourteen (14) working days of receipt of the decision in Step One, shall advance the grievance in writing to the Executive Director. The Executive Director or designate shall meet with the Grievor(s), the Shop Steward, and representative of the Canadian Union of Public Employees.

The Executive Director shall render a decision in writing within five (5) working days of this meeting.

### **Step 3**

Failing satisfactory settlement being reached in Step 2, the Union may refer the dispute to a three person Arbitration Board pursuant to the Labour Relations Code, 1988, as amended. The Union shall advise the Employer in writing of referral to arbitration within fourteen (14) working days of the Employer's reply at Step 2.

10.06

### **Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union or the Employer has a grievance, Step One of this Article may be

by-passed but the grievance must be initiated according to the time limits and other requirements of Step One.

10.07 Working days for the purpose of this Article shall exclude Saturday, Sunday, and Paid Holidays.

10.08 **Facilities for Grievances**

The Employer shall supply the necessary facilities for the grievance meetings.

10.09 **Mutually Agreed Changes**

Any mutually agreed changes in accordance with Article 2.02 to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

10.10 **Failure to Act Within Time Limits**

If the Union fails to initiate a grievance or process a grievance to the next step in the grievance procedure within the time limits specified, the grievance shall be deemed to be withdrawn. If the Employer fails to reply to a grievance within the time limits specified, the grievance shall be deemed to advance to the next step of the Grievance Procedure.

10.11 **No Technical Objections to Grievances**

An Arbitration Board may exercise their discretion to allow necessary amendments to the grievance in order to determine the real matter in dispute and to render a decision which is just and equitable.

10.12 Upon request in writing to the Executive Director, access to an Employee's personnel file will be provided to the Employee. The Employee has the right to make copies of material contained in the Employee's personnel file.

## **Article 11 - Discharge, Suspension, and Discipline**

### **11.01 Discharge Procedure**

An Employee who has completed his/her probationary period (see 12.03) may be dismissed or suspended, but only for just cause. When an Employee is discharged or suspended, s/he shall be given the reason and may request the presence of a Union official. Such Employee and the Union shall be advised within 48 hours in writing by the Employer of the reason for such discharge or suspension.

### **11.02 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 10 - Grievance Procedure.

### **11.03 Unjust Suspension or Discharge**

An Employee who has been suspended or discharged without just cause shall be immediately reinstated in his/her former position without loss of seniority. S/he shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

11.04 When an Employee is to receive a written warning, written notice of a suspension, or written notice of dismissal, the Employee shall be advised in advance so they may arrange for the presence of a Shop Steward.

### **11.05 Adverse Reports**

The record of an Employee shall not be used against the Employee at any time after twenty-four (24) months while at the employ of the Piper Creek Foundation following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided the Employee has received no further discipline during this period.

## **Article 12 - Seniority**

12.01 Seniority is defined as the length of service in the bargaining unit. Seniority shall operate on a bargaining unit-wide basis. Service is defined as the date an Employee is first hired into a Temporary or Permanent full-time or part-time position with the Employer.

### **12.02 Seniority List**

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

### **12.03 Probation for Newly Hired Permanent Employees**

A newly hired Permanent Employee shall be on probation for a period of three (3) months from the date of hiring. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement, except that an Employee may be discharged during the probationary period without just cause and the matter may be subject to appeal to Step 2 as per Clause 10.05, and is not arbitrable. After completion of the probationary period, seniority shall be effective from the beginning of the probationary period.

### **12.04 Loss of Seniority**

An Employee shall not lose his/her seniority rights if s/he is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer.

An Employee shall only lose his/her seniority in the event:

- 1) S/he is discharged for just cause and is not reinstated.
- 2) S/he resigns in writing.
- 3) S/he is 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.
- 4) S/he fails to return to work within seven (7) calendar days following a lay-off and after notified by single registered mail

to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address. An Employee recalled for casual work or employment of short duration at a time when s/he is employed elsewhere shall not lose his/her recall rights for refusal to return to work.

- 5) S/he reverts to a casual position from a Temporary or Permanent Position for a period of 30 days or more.
- 6) S/he is laid off for a period longer than one (1) year.

### **Article 13 - Promotions and Staff Changes**

#### **13.01 Job Postings**

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on a bulletin board in each Lodge for a minimum of two weeks. Positions shall be advertised within two weeks of the vacancy.

#### **13.02 Information in Postings**

Such notice shall contain the following information:

Classification, full-time or part-time, qualifications, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner and the qualification shall be relevant to normal job duties of the position. All job postings shall state "This position is open to male and female applicants".

**13.03** In filling vacant positions within the bargaining unit, the Employer shall consider the required knowledge, qualifications and ability of all applicants.

Where more than one applicant possesses the required knowledge, qualifications and ability, selection shall be made as follows:

1. Seniority for permanent employees;
2. Hours worked for casual and temporary employees;
3. Persons outside the bargaining unit.

Transfers shall be governed by the above conditions. Normally internal postings shall be filled within twenty-eight (28) days of the closing of the posting. However, where this is not possible the Employer shall notify the Union in writing with the reasons.

**13.04 Trial Period**

The successful applicant shall be notified within one (1) month following the end of the posting period. Once a Permanent Employee accepts a new position within the Foundation the Employee shall be placed on trial for a period of up to ten (10) working shifts or one (1) month whichever comes first. Conditional on satisfactory performance, the Employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification, the Employer may revert, or the Employee may elect to revert to his/her former position, wage or salary rate and without loss of seniority. The Employee's return to their previous position will be scheduled at a time that is mutually agreed upon by both the Employer and the Employees within a thirty (30) day time frame. The position vacated by the Employee who is on a trial period shall be posted and filled in accordance with the collective agreement, however the successful applicant shall not assume their new position until the former Employee has successfully completed their trial period.

**13.05 Notification to Employee and Union**

The Employer within seven (7) days of an appointment to a position shall send to each applicant notification that the position has been filled. The name of the successful applicant will be posted, with a copy to the Union.

**13.06** If requested by an unsuccessful applicant, who is a member of the Union, the Employer will discuss with the Employee ways in which they can improve their qualifications for future postings.

**13.07** The Employer will post a current listing of qualifications for all the positions within the Collective Agreement.

## **Article 14 - Lay-Offs and Recalls**

### **14.01 Role of Seniority in Lay-Offs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, Employees shall be laid off in the reverse order of their bargaining unit-wide seniority, providing they have the qualifications to perform the job available. It is agreed that Full-time Employees shall be eligible to displace less senior Full-time or Part-time Employees and Part-time Employees shall be eligible to displace less senior Part-time Employees.

14.02 When an Employee has been given notice of lay-off or notice of position abolishment, the Employee has the option of:

- (a) accepting a vacant position (if available); or
- (b) displacing a less senior Employee in accordance with clause 14.01, providing the Employee is able to fill the normal requirements of the job. The Union shall be advised by the Employer if a vacant position will be held vacant and requested to waive a posting if required.

14.03 Once the Employee has been given written notice of lay-off or notice of position abolishment, the Employee shall determine the position they wish to secure within fifteen (15) working days after written notice has been provided by the Employer. The Employee shall provide written notice to the Employer of the selection of the position with a copy provided to the Union.

14.04 When an Employee displaces a less senior Employee or selects a vacant position, clause 13.03 will be waived.

14.05 When an Employee displaces a less senior Employee or selects a vacant position, clause 13.04 will apply.

### **14.06 Definition of Lay-off**

Lay-off means a separation from employment as a result of lack of work or a reduction in hours to full time or part time Employees, or the elimination of a position resulting from a reduction of work, re-organization, program termination, amalgamation or closure of the facility.

**14.07 Recall Procedure**

Employees shall be recalled in order of their seniority provided they have the qualifications to perform the job available. An Employee shall be on lay-off for a period of one (1) year from the last day of employment.

**14.08 No New Employees**

No new Employee shall be hired until qualified Employees on lay-off have been given an opportunity of recall. The Employees only have the right of recall for 365 days after the effective date of the lay-off notice.

**14.09 Advance Notice of Lay-Off**

Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off, in writing, twenty-one (21) working days prior to the effective date of lay-off, with a copy to the Union. If the Employee has not had the opportunity to work the days as provided in this Article, s/he shall be paid for the days for which work was not made available.

**14.10** The Employer and Employees agree to pay the coverage for all Employee benefit plans for Employees laid off for periods of less than one (1) month according to cost sharing contained in Article 24 – Employee Benefits. In the event of a longer lay-off, Employees so affected shall have the right to continue this coverage through total direct payments to the Employer who shall forward same to the carrier.

**14.11 Grievances on Lay-Offs and Recalls**

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

**Article 15 - Hours of Work**

**15.01** The regular hours of work and paid meal breaks for all Full-time Employees covered by this Agreement shall be an average of forty (40) hours per week over a two (2) month schedule. Where optional requirements permit, each Full-time Employee shall

normally have one (1) day off per seven (7) consecutive calendar days or as scheduled.

**15.02 Working Schedule**

- 1) A paid meal period of one-half (1/2) hour shall be provided to all Employees at approximately midpoint of each shift that exceeds four (4) hours.
- 2) An Employee shall not be required to work a split shift.
- 3) The Employer shall post hours and days of work in an appropriate place at least four (4) weeks in advance.

**15.03 Paid Rest Period**

An Employee shall be permitted a fifteen (15) minute paid rest period during every four (4) hour period of work.

**Article 16 - Overtime**

- 16.01 All time worked by a Full-time Employee outside the Employee's regular work day, regular work week, or on a holiday shall be considered as overtime. All time worked by Part-time and Casual Employees that exceeds a Full-time Employee's regular work day, regular work week, or a holiday shall be considered as overtime.
- 16.02 Overtime shall be paid for at the rate of one and one-half (1-1/2) times the regular base rate.
- 16.03 All overtime shall have prior authorization by the Manager or his/her designate, for an Employee to qualify for such overtime.
- 16.04 A Casual or Temporary Employee shall be paid time and a half (1-1/2) for all hours worked on a Statutory Holiday.
- 16.05 Overtime shall be on a voluntary basis provided that other Employees of the bargaining unit are available to perform the required work.
- 16.06 An Employee shall not be laid-off during regular hours to equalize any overtime worked.

16.07 An Employee who is called back to work outside his/her regular working hours shall be paid for a minimum of two (2) hours at overtime rates. Between the hours of 7:00 p.m. and 7:00 a.m. an Employee is not required to remain at the worksite for two (2) hours.

16.08 **Payment for Supply of Meals**

The Employer shall supply meals for Employees during their half hour paid meal period. Meals are income taxable consistent with Revenue Canada Regulations.

16.09 **Time Off in Lieu of Overtime**

Instead of a cash payment for overtime, an Employee with the approval of a manager may choose to receive time off at the appropriate overtime rate that is representative of when the overtime was earned and at a time mutually agreed by the Employer and Employee. Failing mutual agreement, the Employee will be paid for the overtime without time off at the rate that it was earned at.

Lieu time is to be taken within six (6) months after the time it is earned except in extenuating circumstances the Employee may request to carry the lieu time for a longer period. Should the lieu time not be used within six (6) months or if an extension was not granted by the Employer, it will be paid out.

It is the responsibility of the Employee to notify the Employer of their choice to take Lieu Time in place of a cash payment immediately upon being notified of overtime hours.

**Article 17 - Shift Work**

17.01 **Rest Between Changes of Shifts**

Failure to provide at least twelve (12) hours between shifts which are being changed shall result in payment of overtime at the established rates for any hours worked during such rest period.

## **Article 18 - Holidays**

### **18.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day	First Monday in August
Family Day	Labour Day
Good Friday	Thanksgiving Day
Queen's Birthday	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

An Employee shall be eligible for the paid holiday provided:

- (1) The Employee has been in the employ of the Employer for a period of thirty (30) days;
- (2) The Employee has not absented himself/herself from work without the consent of the Employer on either his/her last regular working day preceding, or his/her first working day following the general holiday, except where the Employee is absent due to illness or approved leave or other reasons acceptable to the Employer.

18.02 Each eligible full-time Employee who is not scheduled to work on a paid holiday shall be paid at straight time for the hours normally worked on a scheduled work day.

18.03 An eligible Part-time Employee will receive Statutory Holiday pay at the equivalent of his/her average daily earnings for the nine (9) weeks immediately preceding the week in which such general holiday occurs. The Employee's average daily earnings are calculated by dividing the Employee's hours worked (excluding overtime) in the nine (9) week period by 45 (9 weeks times 5 days per week).

18.04 A full time Employee who is not scheduled to work on paid holidays shall receive holiday pay equal to one day's pay.

18.05 (a) A Permanent Employee required to work on a holiday as defined in Article 18 shall be paid at the rate of one and one half (1-1/2) times for all hours worked, and be given another day off with pay at a time mutually agreed upon by the Employer and the

Employee in accordance with Article 18.07. A permanent part-time or temporary part-time Employee will receive holiday pay for the day of the holiday unless the Employee notifies the Employer at least two (2) weeks in advance of the paid holiday that the Employee wishes to take the day off in lieu.

- (b) An Employee who works an average sixteen (16) hours per week or less and is required to work on a paid holiday shall be paid at the rate of two and one half times (2.5X) his/her regular rate of pay for all hours worked on the paid holiday and shall not have the option of a day off in lieu.

18.06 When any of the above noted holidays falls on a Permanent Employee's scheduled day off, the Employee shall receive holiday pay according to the conditions of this Article or another day off with pay at a time mutually agreed upon.

18.07 Statutory Holidays banked are to be taken within sixty (60) days after the holiday except in extenuating circumstances the Employee may request to carry the holiday forward for a longer period or use the holiday in conjunction with vacation time.

### **Article 19 - Vacations**

19.01 A Full-time or Part-time Employee shall receive annual vacation leave in accordance with years of employment as follows:

Less than one year - Four percent (4%) of gross salary earned upon termination.

After one (1) year	-	three (3) weeks.
After eight (8) years	-	four (4) weeks.
After sixteen (16) years	-	five (5) weeks.
After twenty-four (24) years	-	six (6) weeks.
After thirty (30) years	-	seven (7) weeks.

Full-time Employees shall have their regular pay continued during vacation periods. Part-time Employees shall be paid vacations based upon four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) or fourteen percent (14%) of gross salary earned according to their years of vacation entitlement.

Casual and Temporary Employees shall receive vacation pay in accordance with this Article based on their total hours worked with the Employer.

**19.02 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an Employee's vacation period, s/he shall be allowed an additional day's vacation with pay at a time mutually agreed upon by the Employer and the Employee. Failing agreement, the holiday shall be added to the Employee's vacation period.

**19.03 Vacation Pay on Termination or Retirement**

An Employee terminating his/her employment at any time in his/her vacation year, before s/he has had his/her vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation, prior to termination.

**19.04 Vacation Schedules**

Vacation schedules shall be posted by June 1<sup>st</sup> of each year and shall not be changed unless mutually agreed upon by the Employer and the Employee. Conflicts in vacation scheduling shall be settled on the basis of seniority provided the Employee has submitted their vacation request by April 30<sup>th</sup>.

**19.05 Unbroken Vacation Period**

An Employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the Employee and the Employer. One week of vacation however, may be broken up into smaller time segments or as individual days and taken at a mutually agreed upon time with notice appropriate to the situation.

**19.06** Vacations shall normally be taken in the year they are due and no vacation time may be carried forward to the following year without written permission from the Employer. The vacation year is accrued by the Employee from their anniversary date forward.

**19.07      Vacation between Christmas and New Year's**

Employees will be scheduled to have either Christmas Day or New Year's Day off, however an Employee who requests to work both Christmas Day and New Year's Day may be permitted to do so.

Time off for banked statutory holidays referred to in Article 18.07 may not be requested between December 25<sup>th</sup> and January 1<sup>st</sup>.

Vacation requests for time off between December 25<sup>th</sup> and January 1<sup>st</sup> shall be subject to the following:

An Employee may request vacation during this period in accordance with Article 19.04, however, the Employee's seniority will only apply to one (1) Christmas vacation request until such time as the rotation of Employees who request Christmas vacation in any given year allows their seniority to apply. Any Employee granted Christmas vacation in one year may not apply in the following year for vacation between Christmas and New Year's unless no one else applies.

**Article 20 - Sick Leave Provisions**

**20.01      Sick Leave Defined**

Sick leave is defined as a form of insurance against illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

**20.02**      After a Permanent Employee has completed his/her probationary period, s/he shall be allowed a credit for sick leave computed from the date of permanent employment at the rate of one hour for each fourteen and one-half (14-1/2) hours worked, to a maximum of one hundred and twenty (120) hours per year, and a total maximum of twelve hundred (1200) hours. An Employee shall not be entitled to apply sick leave credits prior to the completion of his/her probationary period. Sick leave credits shall not accrue during any period of sick leave in excess of one (1) month. Employees shall carry over into this Agreement all accrued sick leave to which they are entitled prior to the signing of this Agreement.

20.03 A Permanent Employee granted sick leave shall be paid for the period of such leave based on the Employee's regularly scheduled hours of work at his/her regular rate of pay and the number of days thus paid shall be deducted from his/her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time leave commenced.

20.04 **Proof of Illness**

A medical certificate from a qualified medical practitioner may be required for any illness at the discretion of the Employer. An Employee who is on Sick Leave in excess of three (3) days may be required to provide a medical certificate prior to returning to the work place.

20.05 When an Employee has accrued the maximum of sick leave credits, s/he shall no longer accrue sick leave credits until such time as his/her total accumulation is reduced below the maximum.

20.06 Sick leave shall not be granted for pregnancy. Sick leave, however, shall be granted for complications which may arise during a pregnancy. During the period of maternity leave in which the Employee is medically unable to work, the Employer will provide sick leave in accordance with this Article and the Employer will pay the Employer's portion of benefit premiums providing the Employee submits a medical certificate supporting the absence on medical grounds.

20.07 Employees reporting sick shall do so to the Employer at least two (2) hours prior to their shift in order that a replacement may be arranged for or duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the Employee should have reported for work and the time at which the Employee reported.

20.08 Upon request, an Employee shall be advised of the amount of sick leave accrued to his/her credit.

20.09 When an Employee is given leave of absence or when an Employee is laid off on account of lack of work, s/he shall not receive sick leave credits for the period of such absence or lay-off, but shall retain his/her accumulative credits, if any, existing at the time of such lay-off or leave of absence.

- 20.10 In cases of illness of a child, dependent adult, spouse or parent of an Employee where there is no one normally at home other than the Employee who can provide for the needs of the ill person, the Employee shall be entitled after notifying his/her supervisor, to forty-eight (48) hours with pay per annum, which shall be deducted from the Employee's accumulated sick leave. A medical certificate may be requested by the Employer.
- 20.10.1 Child is determined to be a minor under the age of 18
- 20.10.2 Dependent Adult is determined to be a person over the age of 18, but for reasons of physical, cognitive or emotional disabilities needs assistance to manage their day to day living.
- 20.11 Any costs incurred by an Employee when the Employer requests a medical certificate shall be reimbursed to the Employee upon proof of payment.
- 20.12 An Employee who has exhausted all sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay for twelve (12) months from the last day of paid sick leave. An Employee, at their own cost, may maintain all or part of the Benefits provided in Article 24 as per plan requirements.
- 20.13 An Employee off work due to an illness and entitled to sick pay shall not engage in any gainful employment during the time off work.

## **Article 21 - Leave of Absence**

### **21.01 Leave of Absence for Union Functions**

Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions shall be allowed leave of absence. Leave of absence without pay but without loss of benefits shall be allowed to Employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies, and any labour organizations with which the Union is affiliated. The Union will make every effort to provide seven (7) days' notice for Union Leave. Such Employee shall receive his/her pay and benefits as provided for in this Agreement, but the Union shall be billed and reimburse the Employer for all pay during the period of absence.

**21.02 Leave of Absence for Full-Time Union or Public Duties**

- 1) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay or without loss of benefits so that the Employee may be a candidate in Federal, Provincial or Municipal elections.
- 2) An Employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her term of office.
- 3) An Employee who is elected or selected for a full time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without pay or without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during his/her term of office.

**21.03 Paid Compassionate Leave**

An Employee shall be granted a minimum of five (5) regularly scheduled consecutive work days' leave without loss of pay and benefits, if requested, in the case of death or serious illness of a parent, spouse, child, sibling, grandparent, grandchild, of the employee or of the employees spouse and any other relative who has been residing in the same household. Where the burial occurs outside the Province, such leave shall also include reasonable traveling time, not to exceed two (2) days with pay.

Paid serious illness leave may only be granted once per illness. On request the Employee may be required to submit medical proof of illness or a verification of death to the Employer. Spouse is defined as current spouse (including common-law spouse and same gender partner).

When an employee qualifies for compassionate leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

**21.04 Leave of absence without pay shall be granted in the case of the death of other close relatives.**

21.05 **Pallbearer's Leave**

Permanent Employees shall be granted one-half (1/2) day leave when required on a regularly scheduled work day to attend a funeral as a pallbearer.

21.06 **Parenting Leave**

Maternity/Parental/Adoption Leave shall be granted in accordance with the Employment Standards Code of Alberta.

21.07 An Employee shall continue to accrue seniority while on Parenting Leave.

21.08 Parenting Leave shall be without pay and benefits except for that portion of leave during which the Employee has a valid health-related reason for being absent from work, in which case, the Employee shall be eligible to access their Sick Leave accrual.

An Employee may continue benefits during the portion leave of absence for Maternity/parental leave that is without benefits as established in legislation provided that the Employee makes the necessary arrangements to pay both the Employer's and the Employee's share of the benefits. This may be accomplished by the Employee prepaying the benefit premiums through payroll deductions prior to taking the leave of absence or by making arrangements to pay the premiums on a monthly basis.

21.09 **Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as a juror or witness in any court. The Employer shall pay such an Employee the difference between his/her normal earnings and the payment s/he receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an Employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

21.10      **Education Leave**

An Employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade his/her employment or qualifications when related to employment with the Employer.

21.11      **General Leave**

An Employee may be entitled to leave of absence without pay and without loss of seniority when s/he requests such leave for good and sufficient cause as determined in the sole discretion of the Employer. Such request shall be submitted in writing thirty (30) days prior to the requested leave. Any requests to return to work earlier than the return date originally approved shall be submitted in writing and decided in the sole discretion of the Employer.

21.12      **Compassionate Care Leave**

An Employee shall be granted an unpaid leave for up to twenty-seven (27) weeks, in accordance with the provisions of the Employment Insurance Compassionate Care Benefit Plan, to care for a near relative who has a serious medical condition with a significant risk of death. The Employee will accrue vacation, sick leave entitlement and seniority. Further, where such leave is for a period in excess of thirty (30) days, the Employee may choose to continue their benefit and pension coverage by making arrangements with the Employer to pay both the Employee and the Employer share of benefit premiums. On return from leave, Employees will be placed in their former position.

21.13      In any one-contract year, an employee may request no more than two days with pay for an emergency or misfortune demanding the employees' attention. The two days are to be deducted from the employee's sick time.

21.14      **Domestic Violence Leave**

Employees who are victims of domestic violence shall be entitled to ten (10) days unpaid leave per calendar year provided the Employee has worked for ninety (90) days.

## **Article 22 - Payment of Wages and Allowances**

### **22.01 Pay Days**

The Employer shall pay all Employees every two (2) weeks in accordance with their hourly rate and any earned supplementary benefits. Payment shall be made by direct deposit to the Employee's account in an authorized financial institution of the Employee's choice. On each pay day, the Employee shall receive an itemized statement of earnings and deductions with his/her pay.

### **22.02 Equal Pay for Equal Worth**

Employees shall receive equal pay for equal worth, regardless of sex.

- 22.03
- (1) Full-time Employees who substitute in another position shall receive their regular rate of pay or that of the position, whichever is greater, for the full period of substitution.
  - (2) Part-time Employees who substitute in another position during their regularly scheduled shifts shall receive their regular rate of pay or that of the position, whichever is greater, for the full period of substitution. Part-time Employees working additional hours shall be paid at the rate for the position filled during these additional shifts.
  - (3) Part-time Employees who wish to be considered for additional hours of work shall advise the Manager, in writing, as to the extent of their availability to meet temporary operational requirements, or to fill positions made temporarily vacant.

### **22.04 Shift Differential for Maintenance**

A Seventy-five cents (\$0.75) premium to regular hourly rates shall be paid to Maintenance Employees for any part of a shift outside the regular working hours, except when the major portion of the Employee's work day falls outside the regular working day, in which case the differential shall be paid for all hours of the shift, and shall include all scheduled shifts on Saturdays or Sundays.

22.05      **On Call/Standby**

An Employee, who is required to be on call, shall be paid an on call standby rate of thirty-five dollars (\$35.00) per day.

22.06      **Shift Differential - Health Care Aides**

One dollar and twenty-five cents (\$1.25) premium to regular hourly rates shall be paid to all Employees for any part of a shift that falls between 1830 hours to 0630 hours.

22.07      **Weekend Differential**

Employees, excluding Maintenance, Dietary Evenings and Dietary Nights, working between 23:59 hours Friday to 00:01 on Monday shall be paid a daily premium of six dollars (\$6.00) for any hours worked during that period in addition to their regular hourly rate plus any other differential.

**Article 23 - Job Classification and Reclassification**

23.01      **Job Descriptions**

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent.

23.02      **Changes in Classification**

When the duties in any classification are substantially changed or increased, or where the Union and/or Employee feels s/he is unfairly or incorrectly classified, or when a position not covered in Schedule "A" is established during the term of this 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 rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall be retroactive to the time the position was first filled by an Employee.

## **Article 24 - Employee Benefits**

### **24.01 Employer Contributions to Hospital and Medical Insurance**

The Employer shall pay eighty percent (80%) of the full cost of the following plans for Full-time Employees and seventy percent (70%) of the full cost of the following plans for Part-time Employees:

- 1) Standard Alberta Health Care
- 2) Extended Health Care Plan (including Audiologist) and Vision Package.
- 3) Group Life

Vision Package will provide \$200.00 of coverage every two years.

### **24.02 Employer Contributions to Dental Insurance**

The Employer shall pay eighty percent (80%) of the full cost of the Dental Plan for Full-time Employees and seventy percent (70%) of the full cost of the Dental Plan for Part-time Employees which provides the following:

- 1) Eighty percent (80%) of Basic coverage.
- 2) Fifty percent (50%) of major coverage to a maximum of \$1500 per year per family member combined total of item 1 and item 2.
- 3) Fifty percent (50%) of orthodontic coverage to a maximum of \$1500 one time only per family member.

24.03 All Employees that qualify for benefits shall be entitled to a Health Spending Account of two hundred dollars (\$200.00) per year.

### **24.04 Pension Plan**

All eligible Employees shall participate in the Pension Plan (Nursing Homes and Related Industries Pension Plan) or a comparable Pension Plan introduced by the Employer.

24.05 A Permanent Employee shall be eligible for benefits in accordance with this Article on completion of their probation period.

- 24.06 Failure by the Employer to pay into the current Pension plan (Nursing Homes and Related Industries Pension Plan) as outlined in the Plan Text shall be grievable under Article 10.

### **Article 25 - Job Security**

#### **25.01 Restrictions on Contracting-Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that no Employees in the bargaining unit shall lose their employment as a result of the Employer sub-contracting in whole or in part, any of the work of the bargaining unit.

### **Article 26 - On the Job Training and Professional Development**

- 26.01 Optional In-Service Training. Employees attending optional in-service training during their regular hours of work shall receive regular wages for all hours in attendance at the seminar.

Employees attending optional in-service training outside of their regular hours of work shall do so with no entitlement to wages for their attendance.

- 26.02 Required In-Service Training. Employees attending required in service training during regular hours of work shall receive regular wages for all hours in attendance at the seminar at straight time.

Employees attending required in-service training outside of their regular hours of work shall receive compensatory time off in lieu of regular wages for all hours in attendance at straight time.

- 26.03 Permanent Employees designated by the Employer to train new Employees shall be paid an additional one dollar (\$1.00) per hour for all hours while training. The Lodge Manager shall note training shifts on the schedule with as much notice as possible.

## **Article 27 - General Conditions**

### **27.01 Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and other notices as may be of interest to the Employees.

### **27.02 Allowance for Tools**

The Employer shall supply all tools and equipment required by Employees in the performance of their duties. Replacement will be made by producing the worn or broken tool.

## **Article 28 - Agreement Application**

### **28.01 Replacement of Provisions Contrary to Law**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiation.

### **28.02 Workers' Compensation**

- (a) The Employer will continue to pay an Employee his/her regular pay cheque. All normal deductions shall be taken off the cheque.
- (b) Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. An Employee absent on Workers' Compensation will continue to accrue sick leave credits for thirty (30) days and vacation entitlement for sixty (60) days. Where an Employee is absent on Workers' Compensation for longer than the days specified in this Article, they shall not accrue any further sick leave credits or vacation entitlement for the duration of the absence. An Employee's seniority shall continue to accrue while on Workers' Compensation.

- (c) An employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of her former position, shall provide the Employer with fourteen (14) days written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) days where agreed among the Employer, the Union and the Employee.
- (d) The Employee shall keep the Employer informed of the progress of her condition on an on-going basis.
- (e) An employee who returns to work after an absence on Workers' Compensation in excess of sixty (60) calendar days shall be entitled to vacation days based on their years of employment and they will be paid the amount accrued in their vacation bank.

#### **Article 29 - General**

##### **29.01 Plural or Feminine Terms May Apply**

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the part or parties hereto so require.

#### **Article 30 - Management Rights**

30.01 Management reserves all rights not specifically restricted by this Agreement.

#### **Article 31 - Application of the Pay Scale**

31.01 New Employees will normally be hired at Step 1, but the Employer reserves the right to hire any Employees at a higher step at their sole discretion. Further, the Employer shall have the right to move an Employee to a higher step on the increment scale in recognition of previous experience, or move an Employee earlier if the

Employer deems that the Employee has earned an additional step for excellent work.

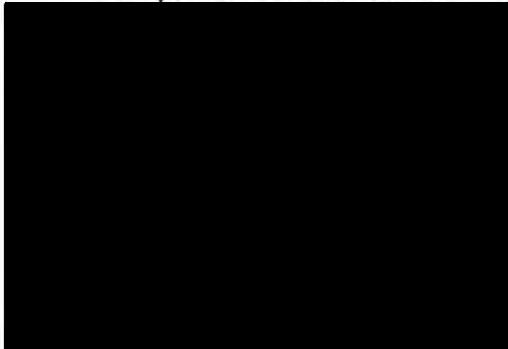
31.02 When an Employee has achieved a step level on the pay schedule in a classification, the Employee shall not lose that level achieved if successful to a new position/classification within the bargaining unit.

**Article 32 - Medical Examination**

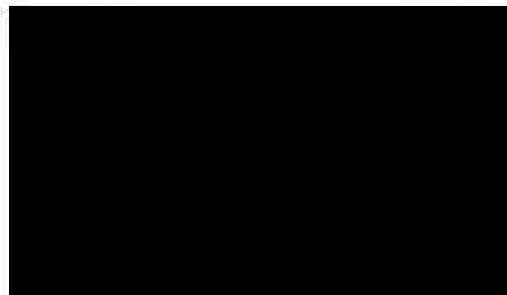
32.01 Any staff who may be required to have a yearly medical examination will be at the discretion and expense of the Employer. If an Employee is requested to obtain a medical examination or medical document, the costs will be at the expense of the Employer.

IN WITNESS WHEREOF the parties have executed this Agreement this 2 day of March, 2018.

The Piper Creek Foundation



The Canadian Union of Public Employees Local 838



## Schedule "A" – Hourly Rates 2018

<b>Classification</b>		<b>Start Rate</b>	<b>After 12 Months</b>	<b>After 24 Months</b>	<b>After 36 Months</b>
<b>Dietary &amp; Housekeeping Aids</b>	<b>1-Jan-18</b>	<b>16.84</b>	<b>17.56</b>	<b>18.44</b>	<b>19.15</b>
<b>Dietary Evening</b>	<b>1-Jan-18</b>	<b>18.44</b>	<b>19.28</b>	<b>20.27</b>	<b>21.17</b>
<b>Activities Coordinator</b>	<b>1-Jan-18</b>	<b>18.44</b>	<b>19.28</b>	<b>20.27</b>	<b>21.17</b>
<b>Dietary Nights</b>	<b>1-Jan-18</b>	<b>19.28</b>	<b>20.27</b>	<b>21.17</b>	<b>22.18</b>
<b>Relief Cook</b>	<b>1-Jan-18</b>	<b>20.64</b>	<b>21.55</b>	<b>22.56</b>	<b>23.62</b>
<b>Cook/Relief Chef</b>	<b>1-Jan-18</b>	<b>21.55</b>	<b>22.56</b>	<b>23.63</b>	<b>24.74</b>
<b>Chef</b>	<b>1-Jan-18</b>	<b>22.95</b>	<b>23.99</b>	<b>25.13</b>	<b>26.32</b>
<b>Maintenance Man I</b>	<b>1-Jan-18</b>	<b>23.52</b>	<b>24.69</b>	<b>25.90</b>	<b>27.22</b>
<b>Maintenance Man II</b>	<b>1-Jan-18</b>	<b>25.52</b>	<b>26.77</b>	<b>28.04</b>	<b>29.44</b>
<b>Maintenance Man III</b>	<b>1-Jan-18</b>	<b>28.04</b>	<b>29.44</b>	<b>30.91</b>	<b>32.47</b>
<b>Personal Care Aide</b>	<b>1-Jan-18</b>	<b>19.74</b>	<b>20.37</b>	<b>21.82</b>	<b>23.31</b>
<b>Floater</b>	<b>1-Jan-18</b>	<b>18.22</b>	<b>19.14</b>	<b>20.09</b>	<b>21.09</b>

### Schedule "A" – Hourly Rates 2019

<b>Classification</b>		<b>Start Rate</b>	<b>After 12 Months</b>	<b>After 24 Months</b>	<b>After 36 Months</b>
<b>Dietary &amp; Housekeeping Aids</b>	<b>1-Jan-19</b>	<b>17.05</b>	<b>17.78</b>	<b>18.67</b>	<b>19.39</b>
<b>Dietary Evening</b>	<b>1-Jan-19</b>	<b>18.67</b>	<b>19.53</b>	<b>20.53</b>	<b>21.44</b>
<b>Activities Coordinator</b>	<b>1-Jan-19</b>	<b>18.67</b>	<b>19.53</b>	<b>20.53</b>	<b>21.44</b>
<b>Dietary Nights</b>	<b>1-Jan-19</b>	<b>19.53</b>	<b>20.53</b>	<b>21.44</b>	<b>22.46</b>
<b>Relief Cook</b>	<b>1-Jan-19</b>	<b>20.90</b>	<b>21.83</b>	<b>22.85</b>	<b>23.92</b>
<b>Cook/Relief Chef</b>	<b>1-Jan-19</b>	<b>21.83</b>	<b>22.85</b>	<b>23.93</b>	<b>25.06</b>
<b>Chef</b>	<b>1-Jan-19</b>	<b>23.24</b>	<b>24.30</b>	<b>25.45</b>	<b>26.66</b>
<b>Maintenance Man I</b>	<b>1-Jan-19</b>	<b>23.82</b>	<b>25.01</b>	<b>26.23</b>	<b>27.57</b>
<b>Maintenance Man II</b>	<b>1-Jan-19</b>	<b>25.85</b>	<b>27.11</b>	<b>28.40</b>	<b>29.82</b>
<b>Maintenance Man III</b>	<b>1-Jan-19</b>	<b>28.40</b>	<b>29.82</b>	<b>31.31</b>	<b>32.89</b>
<b>Personal Care Aide</b>	<b>1-Jan-19</b>	<b>19.99</b>	<b>20.63</b>	<b>22.10</b>	<b>23.61</b>
<b>Floater</b>	<b>1-Jan-19</b>	<b>18.45</b>	<b>19.38</b>	<b>20.35</b>	<b>21.36</b>

If a mandatory meeting or training occurs on an Employee's regularly scheduled day off, the Employee must be paid at least the minimum wage and overtime if applicable. If the meeting or training is less than three (3) hours in length, the three (3) hour minimum rule applies.

**LETTER OF UNDERSTANDING**

- between -

THE PIPER CREEK FOUNDATION

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 838

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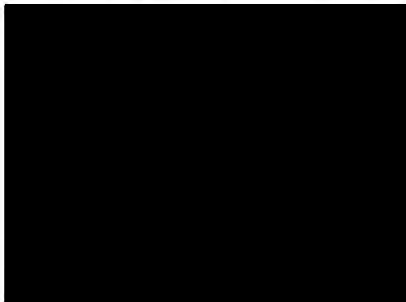
**Re: Retirement Pension Prior to December 31, 2019**

Employees who exercise their entitlement under the Employer's Pension Plan and the Canada Pension Plan to receive a retirement pension prior to December 31, 2019 shall receive payouts on retirement as follows:

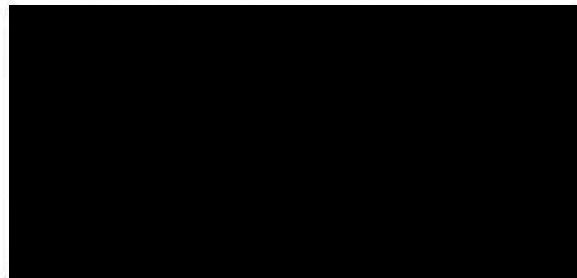
1. An Employee retiring at any time in his or her vacation year before the Employee has had his/her vacation, shall be entitled to a proportionate payment of wages up to six (6) months, and a total payment after that time in lieu of such vacation, prior to retirement.
2. The Employee shall be entitled to payment of twelve and one-half percent (12.5%) of his/her accumulated sick leave.

Signed this 2 day of March, 2018

The Piper Creek Foundation



The Canadian Union of Public  
Employees Local 838



**LETTER OF UNDERSTANDING**

- between -

THE PIPER CREEK FOUNDATION

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 838

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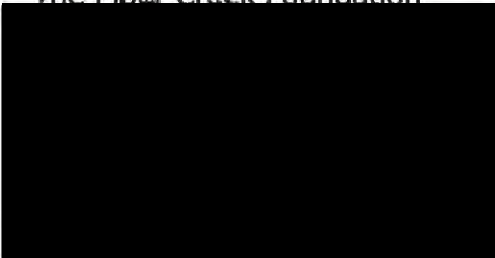
**Re: Annual Vacations Article 19 – Common Anniversary Date**

The parties agree:

1. That the Piper Creek Foundation and CUPE Local 838 shall continue discussions on a "*common anniversary date for vacations*". Discussion will include but are not limited to:
  - A. Impact on Employees and Employer of moving to a common anniversary date.
  - B. Work within legislated framework Employment Standards 35(1).
  - C. A transition plan, that may be used if it is agreed to move to a common anniversary.
2. CUPE will inform the Employer of the selected committee members at least seven (7) days in advance of the initial meeting.
3. CUPE members will suffer no loss of wages, benefits or seniority for attending such meetings.

Signed this 2 day of March, 2018

The Piper Creek Foundation



The Canadian Union of Public  
Employees Local 838



## LETTER OF UNDERSTANDING

- between -

THE PIPER CREEK FOUNDATION

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 838

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### Re: **Benefits for Policy #810565 Class C (self-contained)**

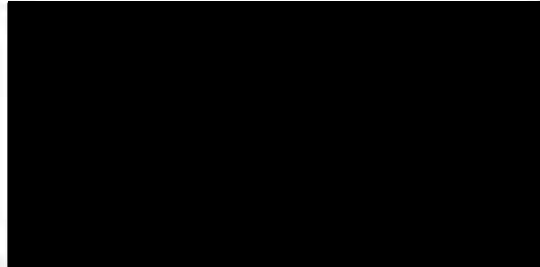
1. Employees currently receiving benefits under this class shall continue to do so for the length of their tenure with the Foundation.
2. No other Employees will be added to Class C.
3. When there are no Employees registered within the Class C benefits Plan, the Foundation will eliminate the Class C benefits plan.
4. Class C benefits cost shall be costed for the purpose of the 80/20% split as such:
  - 4.1 Benefits cost will include benefits listed in article 24.01 of the Collective Agreement with the addition of the Long Term Disability (LTD).
  - 4.2 The total costs of 4.1 will be shared between the employer and employee on an 80% cost by employer and 20% cost by the employee.
5. The Union and the Employer recognize that the shared cost of the Long Term Disability benefit is only for Class C benefits. The Union recognizes that the Foundation LTD program for employees is normally 100% employee paid.
6. The Foundation and Union agree to cancel the Letter of Agreement dated December 19, 2013 with confirmation of the implementation date of the plan for the employee(s) in Class C.

Signed this 2 day of March, 2018

The Piper Creek Foundation



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### Re: THE NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

In this Letter of Understanding, the terms used shall have the meanings as described:

.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, including:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay.

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

"Eligible Employee" means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy five (975) hours of service.

.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to 3% of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 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 contributions irrespective of whether the employee pays the matching amount.

The Employer shall contribute on behalf of all Employees who would be Eligible Employees by for their age or their receipt of a pension from the Plan, 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.

- .03 The employee and Employer contributions shall be paid 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.
- .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 cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and 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.

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 exceeds 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 exceeds that which the Employer would have if the Plan were a defined contribution plan.

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis 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 .05 above of the agreement are:

(i) To be Provided Once Only at Plan Commencement

- a) Date of Hire
- b) Date of Birth
- c) Date of first Contribution
- d) Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit)

(ii) To be Provided with each Remittance

- a) Name
- b) Social Insurance Number
- c) Monthly remittance
- d) Pensionable Earnings
- e) Year to date Contributions
- f) Employer portion of arrears owing due to error, or late enrolment by the Employer

(iii) To be Provided Once, and if Status Changes:

- a) Address as provided to the Employer
- b) Termination date where applicable (MM/DD/YY)
- c) Gender
- d) Marital Status

(iv) To be Provided Annually but no later than December 1<sup>st</sup>

- a) Current complete address listing
- b) Details of all absences of members from the workplace due to an injury for which the member received Workplace and Safety and Insurance Board (WCB) benefits.

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.

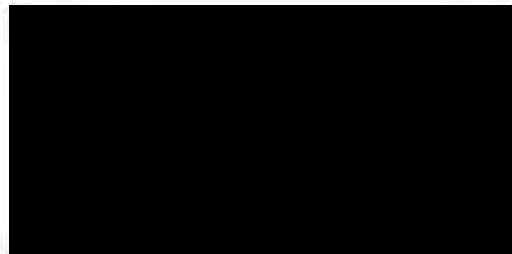
.06 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

This Letter of Understanding is in addition to the provisions outlined in Article 24 of the Collective Agreement.

Signed this 2 day of March, 2018

The Piper Creek Foundation

The Canadian Union of Public  
Employees Local 838



**LETTER OF UNDERSTANDING**

- between -

THE PIPER CREEK FOUNDATION

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**RE: BULLYING, HARRASEMENT AND VIOLENCE IN THE WORK PLACE**

The parties agree to develop a comprehensive strategy to combat bullying, harassment and violence in the workplace. That this strategy recognizes the Piper Creek Foundation currently has a comprehensive policy titled: *Workplace Violence and Harassment*.

The strategy will have the following outcomes:

1. Employees understand the concepts of bullying, harassment and violence as they may encounter in the different relationships within their work environment
2. Employees understand the role of *Protection of Persons in Care Act* and the limits of how they may interact with residents and how to interpret when residents are acting in a bullying, harassing or violent way towards staff.
3. Employees understand how *Occupational Health and Safety* legislation positively impacts their right to a safe work environment and what their responsibilities are underneath this act in relation to this strategy.
4. Employees will understand how to effectively deal with incidents of harassment, violence and bullying when faced with any of these situations.

Signed this 2 day of March, 2018

The Piper Creek Foundation



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