

COLLECTIVE AGREEMENT

between

CUPE / Canadian Union
of Public Employees

and



Lakeland
Lodge and Housing Foundation

Effective:
January 1, 2022, to December 31, 2025

Contents:

ARTICLE 1 – UNION RECOGNITION..... 3

ARTICLE 2 – MANAGEMENT RIGHTS 4

ARTICLE 3 – CONTRACTING OUT..... 4

ARTICLE 4 – RELATIONSHIP 4

ARTICLE 5 – DEFINITIONS..... 4

ARTICLE 6 – NO DISCRIMINATION..... 6

ARTICLE 7 - LABOUR-MANAGEMENT BARGAINING RELATIONS 7

ARTICLE 8 – DISCIPLINE, DISMISSAL and RESIGNATION 7

ARTICLE 9 - UNION MEMBERSHIP 8

ARTICLE 10 - WORKING CONDITIONS 8

ARTICLE 11 – PREMIUMS 10

ARTICLE 12 - MEDICATION..... 11

ARTICLE 13 - WAGES..... 11

ARTICLE 14 - OVERTIME..... 11

ARTICLE 15 - PAID HOLIDAYS 12

ARTICLE 16 - ANNUAL VACATION LEAVE 13

ARTICLE 17 - SICK LEAVE 14

ARTICLE 18 – MATERNITY / PARENTAL LEAVE..... 15

ARTICLE 19 - LEAVE OF ABSENCE..... 16

ARTICLE 20 - INSURANCE PLANS..... 19

ARTICLE 21 - LAYOFFS AND RECALLS 20

ARTICLE 22 - POSTING AND FILLING VACANCIES..... 20

ARTICLE 23 - GRIEVANCE PROCEDURE 20

ARTICLE 23 - CLASSIFICATIONS..... 22

ARTICLE 24 - DURATION OF AGREEMENT..... 22

APPENDIX I 23

HOURLY SALARY SCHEDULE 23

APPENDIX II 25

LONG SERVICE PAY..... 25

LETTER OF UNDERSTANDING #1 27

COLLECTIVE AGREEMENT made this _____ day of _____, 2023.

BETWEEN:

LAKELAND LODGE and HOUSING FOUNDATION, a body corporate
incorporated under the laws of the Province of Alberta
(hereinafter referred to as "The Foundation")
OF THE FIRST PART

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2771**
(hereinafter referred to as "The Union")
OF THE SECOND PART

The intent of the parties to this Agreement is to ensure the provision of good resident care at a reasonable cost, while at the same time recognizing and protecting the interests of the residents, the community, the Employees, and the Employer. The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer and the Employees of the Lodge; to set forth certain terms and conditions of employment relating to remuneration, hours of work, Employee benefits, and general working conditions affecting Employees covered by this Agreement, and to ensure the safety and occupational health of Employees are provided for in accordance with the Occupational Health and Safety Act.

Now therefore, the parties hereto mutually agree as follows:

ARTICLE 1 – UNION RECOGNITION

- 1.1 The Employer recognizes that the Canadian Union of Public Employees, Local 2771 is the sole bargaining agent for the Employees of the Lakeland Lodge and Housing Foundation, Cold Lake, Alberta, covered by the Union certification, save and except the Lodge Manager and the Chief Administrative Officer.
- 1.2 The Employer shall not unreasonably withhold approval for leave of absence for Employees elected or appointed to represent the Union at conventions, workshops, institutes, seminars, negotiations, or for Union business. Such requests for leave of absence shall be without pay and shall be submitted in writing to the Lodge Manager seven (7) days prior to the date of the requested absence.
- 1.3 Union business shall not take place during an Employee's working hours and/or on Lodge premises without special permission by the Employer.
- 1.4 The Union Representative or any duly accredited officer of the Union may be permitted on the Employer's premises.
- 1.5 The Union Executives and shop steward(s) may be permitted to participate in limited Union business during working hours within the Employer's premises.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 The Union recognizes that the Employer shall have the sole and exclusive right, except as otherwise limited by the provisions of this Agreement, to determine all matters pertaining to the management of its affairs. Except as limited by the Collective Agreement, the direction of Employees is fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to maintain order, discipline and efficiency; to organize and reorganize the work of Employees, and hire, appoint, discharge, promote, demote, classify, transfer within the Lodge, lay off, recall, suspend or otherwise discipline Employees; make or alter, from time to time, rules and regulations to be observed by Employees; determine and change the operation of the Employer, and determine and change the methods of carrying out the Employer's operations; set standards for performance of work, determine work to be performed by Employees, and determine the time or times an Employee is to work. Matters not covered by the provisions of this Collective Agreement will be dealt with at the sole discretion of the Employer.
- 2.2 The Employer agrees to exercise these rights in a fair and reasonable manner.

ARTICLE 3 – CONTRACTING OUT

- 3.1 There shall be no contracting out of the work of the bargaining unit.

ARTICLE 4 – RELATIONSHIP

- 4.1 It is agreed that while this Agreement is in force, there shall be no strikes, slowdowns, other stoppages of work, or picketing of the Employer's premises.
- 4.2 The Employer agrees there will be no lockouts of Employees while this Agreement is in force.
- 4.3 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed, or until the right to strike or lockout arises.

ARTICLE 5 – DEFINITIONS

- 5.1 "**Classification**" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority, and required qualifications that a common descriptive title may be used.
- 5.2 "**Employer**" shall mean the Board of Directors of the Lakeland Lodge and Housing Foundation, or such persons as may from time to time be authorized to act on behalf of the Foundation.
- 5.3 "**Seniority**" is defined as length of continuous employment of an Employee in the bargaining unit since the Employee's last date of hire and shall include service with the Employer prior to certification of recognition of the Union.
- 5.4 A "**Regular Employee**" is defined as an Employee who is regularly scheduled to work either full-time or part-time hours and has completed their probationary period.

- 5.5 A "**Regular Position**" is defined as a permanent part-time or full-time position with regularly scheduled hours.
- 5.6 A "**Full-time Employee**" shall mean an Employee who occupies a full-time position, who has completed the required probationary period, and who is scheduled to work a minimum of seventy (70) hours bi-weekly.
- 5.7 A "**Part-time Employee**" shall mean an Employee who has completed the required probationary period, and whose regularly scheduled hours of work are less than a Regular Full-time Employee and who has regularly scheduled shifts of a minimum of thirty (30) hours bi-weekly.
- 5.8 "**Casual Employee**" shall mean an Employee who is employed in a position other than a full-time or part-time position, and/or is employed on a relief basis to cover an absent full-time or part-time Employee who is on sick leave, leave of absence, or vacation for a period up to three (3) months. All hours worked in all classifications by a casual Employee shall be counted when advancing through the wage grid.
- (a) A casual Employee who achieves a regular position shall have hours worked in that classification applied towards the probationary period up to four hundred fifty-five (455) hours.
 - (b) A casual Employee shall be paid in the wage grid of the classification they are working in.
 - (c) A casual Employee who achieves a regular position shall have their seniority credited back to their initial date of hire which is continuous to their present regular service on a pro-rated basis as a casual Employee.
- 5.9
- (a) A "**Temporary Employee**" is one who is hired or awarded a temporary posting for the purpose of replacing a full-time or part-time Employee who is on approved leave of absence without pay, sick leave LTD, STD, or WCB.
 - (b) A Temporary Employee is hired for a period of more than six (6) weeks and less than twelve (12) months for a specific job unless mutually agreed to by the Employer and the Union to extend the term; or, hired as sick relief or to replace an Employee who is on an approved leave of absence for a period of more than six (6) weeks and less than twelve (12) months. The Employer shall notify the Union in writing if the Employee approved leave is extended. A temporary Employee is entitled to all rights within the Collective Agreement.
 - (c) Temporary Full-time and Part-time Employees shall be covered by the terms of this collective agreement applicable to Regular Full-time and Part-time. Clause 5.10 shall not apply to a temporary Employee. A temporary Employee shall not have the right to grieve the termination of employment when no longer required in that position or on completion of the expected term of the position. Temporary Employees hired in a position in excess of six (6) months shall be eligible to participate in the Insurance Plans.
 - (d) In the event an Employee on leave as described in 5.9 (a) does not return to their position, the vacancy will be posted in accordance with Article 22 – Posting and Filling Vacancies.
 - (e) A temporary Employee who achieves a regular position will be entitled to utilize time spent in that position toward their seniority date, provided that time spent occurs within an eighteen (18) month period and have not been terminated.

- 5.10 (a) **"Probation"** means that a new full-time or part-time Employee shall be required to serve a probationary period of six hundred forty (640) regular hours worked. A probationary Employee shall move to Step 1 on Appendix I following four hundred fifty-five (455) regular hours worked exclusive of overtime.
- (b) Management has the right to one (1) extension of one hundred sixty (160) regular hours worked if deemed necessary. In the event the Employer intends to extend an Employee's probation period, the Employer will complete a performance evaluation prior to the end of the probation period and notify the Union and the Employee of the reasons for the extension. During the extended probationary period, the Employee shall move to Step 1 on Appendix I. The Union shall be notified of any extension of the probationary period on a confidential basis.
- (c) A probationary Employee who is promoted or transferred to a Supervisor Position during their probationary period shall be required to re-serve their full probationary period in the new classification under clause 5.10 (a) up to a combined maximum of eight hundred (800) regular hours worked exclusive of overtime.
- (d) If a probationary Employee is unsuitable in the opinion of the Employer, the Employee may be terminated at any time during the probationary period without notice or pay in lieu of notice (except as may be provided by the provisions of the Alberta Employment Standards Code). Such termination of employment may be subject to the grievance procedure.
- 5.11 **"Trial Term"** when used in this Agreement shall mean a period of one hundred and sixty (160) regular hours worked where an Employee will have the opportunity to determine satisfaction with the new position. If the Employee does not satisfactorily perform the duties of the position, the Employer can reinstate the Employee to their former position at the appropriate rate of pay. If an Employee wishes to return to their former position prior to the completion of one (1) month period, for Full Time workers, and two (2) months for Part Time workers, they shall be entitled to do so.
- 5.12 **"Regular Rate of Pay"** when used in this Agreement shall mean the hourly rate to an Employee as set out in the Schedule of Wages.
- 5.13 **"Working Day(s)"** when used in this agreement shall mean Monday to Friday, excluding General Holidays
- 5.14 **"Calendar Day(s)"** when used in this agreement shall mean consecutive days.
- 5.15 **"Day(s)"** when used in this agreement shall mean a calendar day, unless otherwise noted.
- 5.16 **"Shift(s)"** when used in this agreement shall mean a scheduled shift.

ARTICLE 6 – NO DISCRIMINATION

- 6.1 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family status nor by reason of their membership or activity in the Union.

ARTICLE 7 - LABOUR-MANAGEMENT BARGAINING RELATIONS

- 7.1 A Union bargaining committee shall be appointed and shall consist of not more than four (4) members of the Union of which no more than three (3) shall be Employees of the Foundation. The Union will advise the Employer of the Union nominees to the committee.
- 7.2 Subject to the provisions of this Collective Agreement, the Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer.

ARTICLE 8 – DISCIPLINE, DISMISSAL and RESIGNATION

- 8.1 (a) All Employees shall be required to give written notice at least two (2) weeks prior or as soon as possible when terminating employment if they wish to resign in good standing.
- (b) No Employee shall be dismissed, suspended, or without just cause. Notwithstanding 5.10 (d), probationary period.
- 8.2 Employees who resign their employment shall be paid on their last working day, provided they give at least two (2) weeks' notice. An Employee leaving without giving proper notice shall be paid within ten (10) days of the date of termination.
- 8.3 Warning Notices and Notices of Discipline - The Lodge Manager may give an Employee a written warning notice or a notice of discipline, provided there is just cause. Copies of all warning notices or notices of discharge, suspension, or other discipline shall be provided to the Union.
- An Employee who is to be interviewed by the Employer on a matter of discipline or an investigation that could result in discipline, will be given the opportunity to be accompanied by a Shop Steward or Union Executive Member of Local 2771, at their request within twelve (12) hours.
- 8.4 Past warning notices or notices of discipline shall be deemed void after the Employee has maintained a CLEAR RECORD for a period of eighteen (18) months.
- 8.5 Employees absent for three (3) shifts without notifying the Lodge Manager shall be considered to have vacated their position unless a valid reason is provided.
- 8.6 Upon termination of employment, all sick leave credits shall be cancelled and no further payments to the Employee shall be made.
- 8.7 Employees shall be notified of a pending investigation within ten (10) working days from the date of the incident or the date from which the Employer was aware of the incident, whichever occurs first. Employees shall be disciplined within ten (10) working days from the date of the completion of the investigation. If there is no investigation, the Employer shall notify the Employee within ten (10) working days from the date of the incident or the date from which the Employer was aware of the incident, whichever occurs first.

ARTICLE 9 - UNION MEMBERSHIP

9.1 All Employees shall, as a condition of employment, pay Union dues. The Lodge will remain an open shop.

9.2 The Foundation shall deduct from the Employees covered by this Agreement, an amount equal to the monthly Union dues in a manner which is in keeping with the payroll system in effect in the Institution. Such deductions shall be forwarded to the Union not later than the 15th day of the month following, accompanied by a list of names with the amount deducted plus the wages earned by each Employee.

The Union shall advise the Employer, in writing, of any change in amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.

9.3 It is agreed that a Union-Management Committee shall be established with meetings to be held upon request of either party Union – Management meetings will be held up to three (3) times per year to discuss issues related to labour relations based on the following conditions:

- (a) There shall be a maximum of three (3) members appointed on behalf of the Employer and three (3) members appointed on behalf of the Union.
- (b) All meetings are to be held on site.
- (c) The members appointed by both parties shall decide how the meetings are to be structured and the date the meetings are to occur.
- (d) The members appointed by the Union shall not suffer a loss in regular earnings as a result of said meetings.

9.4 The Foundation Manager shall supply to each Employee within the bargaining unit a copy of this Agreement within thirty (30) days of the signing of this Agreement. All new Employees within the unit shall be supplied with a copy of this Agreement by the Foundation when they are hired.

9.5 All correspondence between the parties, except as otherwise set out in this Agreement, arising out of this Agreement or incidental thereto, shall pass to and from the CAO of the Lakeland Lodge and Housing Foundation and the President of the Union.

9.6 The Employer shall notify the Union in writing of any hirings, layoffs, transfers, recalls, leaves of absences exceeding ten (10) working days, resignations, or retirements of members in the bargaining unit.

9.7 The Union agrees to notify the Employer of any changes to the Executive Board or CUPE National Representative within thirty (30) calendar days.

ARTICLE 10 - WORKING CONDITIONS

10.1 **Hours of Work** - The regular hours of work for Employees covered by this Agreement shall not exceed eight (8) hours per day up to a maximum eighty (80) hours bi-weekly. It is understood the operations of the Cold Lake Senior Citizens' Lodge require continuous operation Monday through Sunday.

- 10.2 (a) Employees shall be permitted one fifteen (15) minute paid rest break for each full period of three point seven-five (3.75) hours worked; and
- (b) Employees working a shift of five (5) hours or longer shall be entitled to one-half (1/2) hour unpaid meal break.
- (c) Any Employee who is required to remain available and in the facility during their meal period shall be paid for that meal period at their regular rate of pay.
- 10.3 Unless mutually agreed between the Employer and the Union, shift schedules shall provide for:
- (a) not more than six (6) consecutive days without days off.
- (b) Days off shall be consecutive.
- (c) Weekends shall be planned in such a way as to equally distribute weekends off amongst the Employees in the classification. Except for Employees hired specifically for weekends, all regular Employees shall have a minimum of every second weekend off. A weekend shall be defined as Saturday and Sunday.
- (d) Supervisor position shall operate as 4 days on and 4 days off rotation for the twenty-three hundred (2300) hours – zero six hundred (0600) hours, and twenty-four hundred (2400) hours – zero eight hundred (0800) hours Supervisor position.
- (e) The first shift of the day shall be that shift in which the majority of the hours fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- (f) Working on scheduled weekends off will be offered to full or part-time Employees on a seniority basis. There will be no repercussions to the Employees declining the shift.
- 10.4 Shift schedules shall be posted not less than fourteen (14) calendar days in advance.
- 10.5 Mutually arranged shift changes between Employees must have the prior approval of the Lodge Manager and will not involve the Employer in a premium pay situation. Before a change of shifts may take place, both Employees must sign a Shift Exchange Request Form and obtain signed approval from the Lodge Manager.
- 10.6 The hours of work set forth herein are stated solely for the purposes of determining any premium pay which might accrue to an Employee and shall not be considered as a guarantee of any minimum, or a restriction on any number of hours which may be assigned.
- 10.7 (a) Regular part-time Employees who wish to be considered for available hours of work shall advise their Supervisor or Lodge Manager in writing as to the extent of their availability. Such hours of work shall be distributed as equally as possible, on a rotational basis, first to the regular Employees in the department where the hours are available, and secondly to the available Employees in the rest of the Lodge. In the event that an available Employee cannot be found, a casual Employee will be utilized. In no event will an Employee already on shift be utilized on the available shift unless extreme circumstances warrant.
- (b) In the event insufficient Part-time Employees volunteer for the additional work, and there are insufficient available Casual Employees, the additional hours of work may then be assigned as equally as possible to Regular Part-time Employees in the Department on a rotational basis.

- (c) In the event an Employee calls in sick for their shift then a callout will be done in order of seniority. The first Employee will be called according to the information listed and if no answer is received the next Employee on the list shall be called until the shift is filled.

10.8 Shift schedules shall provide for no less than ten (10) hours between shifts.

10.9 On a date fixed by proclamation in accordance with the Daylight Savings Time Act, of the conversion to Mountain Standard Time regular hours of work shall be extended to include the resultant additional hours with additional payment due, therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of the Daylight Savings time, the resultant reduction of one (1) hour in the shift involved shall be affected with the appropriate deduction in regular earnings.

ARTICLE 11 – PREMIUMS

Evening Shift Premium

11.1 A evening shift premium of one dollar fifty cents (\$1.50) per hour will be paid to an Employee where the majority of working hours fall between sixteen hundred (1600) hours and twenty-three fifty-nine (2359) hours. Effective January 1, 2024, an evening shift premium of two dollars (\$2.00) per hour will be paid to an Employee where the majority of working hours fall between sixteen hundred (1600) hours and twenty-three fifty-nine (2359) hours. A further premium increase to \$2.50 effective January 1, 2025.

Night Shift Premium

11.2 Effective January 1, 2024, a night shift premium of two-dollar (\$2.00) per hour will be paid to an Employee where the majority of working hours fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours. A further premium increase to \$2.50 effective January 1, 2025.

Weekend Premium

11.3 Effective January 1, 2024, a weekend shift premium of two-dollar (\$2.00) per hour will be paid to an Employee where the majority of working hours fall between zero eight hundred (0800) hours and sixteen hundred (1600) hours. A further premium Increase to \$2.50 effective January 1, 2025.

11.4 When a regular Employee works additional hours in a position within another department to fill for staff shortages, the Employee shall be paid the rate for the position in which they are relieving for all hours worked in that position plus an incentive pay of one dollar and fifty cents (\$1.50) per hour worked in such position.

11.5 The premiums set out under Article 11 shall not be considered as part of the Employee's basic hourly rate of pay.

Working Alone

11.6 The Employer shall have in place a working alone policies and procedures to support a working alone safety plan which adheres to the Occupational Health and Safety legislation.

ARTICLE 12 - MEDICATION

- 12.1 No Employee of the bargaining unit of the Foundation shall dispense prescription or non-prescription medication to any resident.

ARTICLE 13 - WAGES

- 13.1 The regular rate of pay set out in Appendix I of this Agreement shall apply during the term of this Agreement.
- 13.2 The Foundation shall pay salaries and wages bi-weekly in accordance with Appendix I. Paydays shall be on Tuesdays, except when a holiday falls on a Monday or Tuesday, and for these exceptions, the payday shall be on a Wednesday.
- On each pay day, each Employee shall be provided with an itemized statement of their wages, overtime, and other supplemental pay deductions. The pay period for which the Employee is being paid shall be ten (10) days after the expiry of the pay period. Any inaccuracies on pay cheques of fifty dollars (\$50 00) or more shall be corrected and shall occur within five (5) working days.
- 13.3 When a regular Employee works in a position with a lesser rate of pay than their current classification, the Employee will be paid their regular rate of pay for all hours worked in the lower classification.
- 13.4 When mandatory training or staff meetings are scheduled during the Employee's working hours, the Employee will receive their regular rate of pay for all hours in attendance. If the training or staff meeting occurs on a scheduled day of rest, the Employee will be paid a minimum of three (3) hours.

ARTICLE 14 - OVERTIME

- 14.1 Overtime - All hours worked in excess of eight (8) hours per day or eighty (80) hours bi-weekly shall be at the rate of one and one-half (1½) times the Employee's regular hourly rate of pay as per Article 13.1 above.
- 14.2 Upon request of the Employee and agreed to by the Employer, the Employee may receive time off in lieu of overtime. Such time off shall be equivalent to the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and Employee within the calendar year it was earned. Any unused time will be paid in November of the current year and any subsequent time earned in December will be paid out in that current year.

ARTICLE 15 - PAID HOLIDAYS

15.1 All regular Employees in the bargaining unit, provided they meet the terms and conditions set out below, shall be entitled to the following paid holidays:

New Year's Day	Labour Day
Alberta Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

And any other day proclaimed as a holiday by the Town of Bonnyville, the Municipal District of Bonnyville No. 87, the City of Cold Lake, the Village of Glendon, the Province of Alberta, or the Government of Canada.

15.2 All regular Employees shall receive the recognized paid holidays for which they are eligible, providing:

- (i) they work their scheduled shift before and after the holiday (unless Employer consent is given for the absence) and work on the general holiday if required and scheduled to do so; or
- (ii) they are on vacation; or
- (iii) they are on sick leave for no more than thirty (30) calendar days prior to the paid holiday.
- (iv) they are not on any form of leave of absence without pay.

15.3 A new Employee, to be eligible for a paid holiday, must have worked for the Foundation the day preceding and the day following the holiday (unless Employer consent is given for the absence) and work on the general holiday if required and scheduled to do so. If such new Employee works on a Named Holiday, the Employee will be paid one and one-half times (1½ X) their Regular Rate of Pay for hours worked on that Named Holiday and shall not be entitled to equivalent time off in addition to the pay.

15.4 The hourly rated pay for part-time Employees in each classification shall be equivalent of the rate specified for permanent Employees in Appendix I.

15.5 Eligible Regular Employees scheduled to work on a named holiday shall be paid one and one-half times (1½ X) their regular rate of pay for all hours worked on the holiday, plus equivalent time off with pay at a mutually agreeable time or be compensated at two and one-half times (2½ X) their regular rate of pay for all hours worked on the holiday, if unable to schedule an alternate day off within thirty (30) days.

- 15.6 If a Named Holiday falls on a day that would normally have been a workday for the eligible Employee and the Employee does not work on that day, the Employee shall be paid their regularly scheduled daily hours at their regular rate of pay. If an Employee works an irregular schedule, the Named Holiday is considered to be a day in which the Employee would normally have worked if they have worked on that day at least five (5) of the last nine (9) weeks preceding the Named Holiday.
- 15.7 Eligible Casual Employees who work on a Named Holiday shall be paid one and one-half times (1½ X) their regular rate for all hours worked on the Named Holiday.
- 15.8 Where a regular Employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday will not count as a day of vacation.

ARTICLE 16 - ANNUAL VACATION LEAVE

- 16.1 (a) The Employer shall post the vacation planner by October 1st of each year. Where an Employee submits the Employee's vacation preference by December 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by December 31st of that year.
- (b) Where Employees have submitted their requests within the time frame of October 1st to December 15th stipulated in Article 16.1 (a), vacation dates shall be allocated based on seniority. Requests for vacation which are submitted after December 15th shall be dealt with on a first come, first served basis.
- (c) The Employer shall provide an estimate of entitled vacation days by October 31st of each year upon written request.
- (d) The Employer shall provide to all Employees a record of entitled vacation days by no later than February 28th of each year.
- (e) Employees may not accumulate more than one (1) year of vacation at a time. The rate of entitlement of vacation is earned on a monthly basis as follows:
- (i) Upon completion of one (1) year - ten (10) shifts with pay.
 - (ii) Upon completion of second (2) to fourth (4) year - fifteen (15) shifts with pay.
 - (iii) Upon completion of fifth (5) to thirteenth (13) year - twenty (20) shifts with pay.
 - (iv) Upon completion of fourteenth (14) to eighteenth (18) year - twenty-five (25) shifts with pay.
 - (v) Upon completion of nineteen years or more - thirty (30) shifts with pay.
- 16.2 (a) Part-time Employees shall be entitled to the above on a pro-rated basis of Employer paid hours.

- (b) Casual Employees shall be entitled to vacation pay as follows:
 - (i) First (1) to fifth (5) year of working casual - four percent (4%).
 - (ii) Sixth (6) to tenth (10) year of working casual - six percent (6%).
 - (iii) Eleventh (11) year or more of working casual - six percent (6%).
- 16.3 No more than one (1) Employee from each department shall be away at the same time.
- 16.4 Employees may, with the approval of the Lodge Manager, split their vacations, provided only one vacation period may be taken during the period of June 1st to September 30th.
- 16.5 Vacation pay shall be paid no later than the last banking day preceding the Employee's annual vacation but shall not conflict with the provision of other related clauses in this section.
- 16.6 An Employee may be permitted to carry over a maximum of four (4) vacation days from the previous year for exceptional circumstances and agreed to by the Employer in writing.
- 16.7 Leaves of absence in excess of ten (10) days without pay shall delay the anniversary date for vacation by the equivalent length of time of the leave in any one incident.
- 16.8 Vacation shall be calculated based on anniversary date.
- 16.9 Upon termination of employment, an Employee shall be paid all unused vacation time.

ARTICLE 17 - SICK LEAVE

- 17.1 Full-time Employees shall be entitled to accumulate sick leave to a maximum of one hundred twenty (120) days at one and one-half (1½) days per month of sick leave with pay, or one-half (½) day in the case of an Employee who has worked a partial month, but not less than ten (10) shifts in that month. Part-time Employees shall accumulate sick leave at a rate of one (1) day per month. A period of less than ten (10) shifts in any month shall not entitle an Employee to sick leave.
- 17.2 Once an Employee has completed their probationary period, sick leave credits shall be backdated to their date of hire.
- 17.3 Casual Employees shall not be entitled to sick leave.
- 17.4 Sick leave credits shall not be used in advance of being earned.
- 17.5 Employees may be required to provide proof satisfactory to the Employer of any illness. The Employer shall reimburse the Employee for the cost of any medical note required, upon proof of receipt.
- 17.6
 - (a) An Employee reporting sick is expected to do so to the Lodge Manager at least two (2) hours before the Employee's scheduled duties on a day or evening shift, and at least six (6) hours before the Employees scheduled duties on a night shift.
 - (b) In the event an Employee does not report sick before the commencement of their scheduled duties, failing to do so without reason acceptable to the Employer, the Employee will be considered absent and not eligible for sick pay.

- 17.7 An Employee receiving Workers' Compensation benefits is not eligible for sick leave pay, and no deductions shall be made from accumulated sick leave credits.
- 17.8 Upon request, the Employer shall advise each Employee, in writing, of the amount of sick leave entitlement accrued to their credit.
- 17.9 When an Employee is required to travel outside the city of Cold Lake for the purposes of medical referral and/or treatment for themselves or for the Employee's child, spouse, or parent, and is unable to schedule travel outside their scheduled hours of work, they shall have the right to utilize up to six (6) days of sick leave credits in each calendar year. An Employee may be required to provide proof of appointment.
- 17.10 If an Employee requires time off for the purpose of attending a dental, physician, optical or medical appointment, provided that Employee has been given prior authorization by the Employer, such absence shall be charged against the Employee's accumulated sick leave. Employees may be required to submit satisfactory proof of such an appointment.
- 17.11 Upon termination of employment, all sick leave credits shall be cancelled and no further payments to the Employee shall be made.

ARTICLE 18 – MATERNITY / PARENTAL LEAVE

- 18.1 Maternity / parental leave shall be granted by the Foundation on the following basis:
- 18.2 Maternity / parental leave shall be granted by the Foundation to a permanent Employee who has completed not less than ninety (90) days of continuous service upon application to their Supervisor.
- 18.3 Maternity / parental leave shall be without salary or the accumulation of sick leave credits, but the Employee on such leave shall continue to accrue seniority.
- 18.4 Maternity / parental leave shall be applied for in writing not less than two (2) months prior to the estimated date of delivery, and such leave will commence two (2) weeks prior, or earlier if a medical certificate is produced, to the estimated date of delivery.
- An Employee may utilize sick leave credits prior to the commencement of maternity / parental leave and/or during a period of time where maternity / parental benefits are unpaid.
- 18.5 (a) Maternity leave shall be granted for a period of sixteen (16) weeks if requested by the Employee.
- (b) Parental leave shall be granted for a period of sixty-two (62) weeks if requested by the Employee.
- 18.6 At the request of the Employee, and upon production of a medical certificate regarding maternity complications, the maternity / parental leave shall be extended up to a maximum of twenty-four (24) months for such leave.

18.7 **Adoption Leave**

Adoption leave shall be granted by the Foundation to a permanent Employee who has completed not less than ninety (90) days of continuous service to the Employer. Such leave shall not exceed sixty-two (62) weeks. Such leave shall be without salary or the accumulation of sick leave credits; however, seniority will continue to accrue.

ARTICLE 19 - LEAVE OF ABSENCE

19.1 All requests for leave of absence without pay must be in writing and submitted to the Employer prior to the commencement of the requested leave.

19.2 An Employee granted a leave of absence shall be guaranteed their present job or one of equal stature if they return no later than the agreed date of return.

19.3 **Bereavement Leave**

Employees shall be granted a maximum of five (5) regularly scheduled consecutive workdays leave without loss of pay at the regular rate of pay, in the event of the death of an Employee's spouse (including common-law spouse), parent, child or ward, brother, sister, parent-in-law, brother-in-law, sister-in-law, son or daughter-in-law, grandparent, grandchild.

19.4 Two (2) extra days, for the total of seven (7) days of paid bereavement leave, shall be paid in the event that the funeral is held outside a three hundred (300) kilometer radius of Cold Lake.

19.5 In the event of a death of a sibling of a parent, or a child of a sibling, the Employer shall grant at the Employee's request, without discrimination, as per Article 6, up to three (3) consecutive days off with pay to attend the funeral services.

19.6 The Lodge Manager may approve bereavement leave, up to one (1) day to attend a funeral.

19.7 Employees will be granted regular rates of pay for any time they may be required to serve on jury or witness duty less amount paid by the Court.

19.8 **Personal Leave**

As operations permit, an Employee shall be granted up to five (5) days per calendar year of personal leave, without pay. Employees may take the days together or separately.

19.9 **Compassionate Care Leave**

Employees shall be granted unpaid leave of twenty-seven (27) weeks to care for a seriously ill family member. During the leave the Employee will continue to accumulate all benefits and seniority under this Collective Agreement. If the Employee chooses to make contributions for the period of the leave to the benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, Employees will be placed in their former position.

19.10 **Leave for Court Appearances**

- (a) Temporary leave of absence with applicable pay and benefits, necessitated by a request for jury or to appear under subpoena as a witness, shall be granted. Any amount paid by the court for such appearance will not be deducted from income.
- (b) Any vacation time spent for court appearance, shall be returned to the Employee's vacation bank.
- (c) If Employees are required to make a court appearance on their own behalf, they shall be granted a leave without pay to attend court. The Employee will make every reasonable effort to give the Employer fourteen (14) days advance notice.
- (d) The Employer may require proof of attendance, provided the leave of absence is with pay.

19.11 **Elections**

Any Employee eligible to vote in a federal, provincial, municipal, First Nation or other Indigenous election or a referendum will have three (3) consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

19.12 **General Leave**

- (a) Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay to an Employee requesting such leave. All requests, approvals and denials for leave will be in writing. Approval will not be withheld unjustly.
- (b) Upon return from leave of absence, the Employee will be placed in their former or equivalent position.

19.13 **Death of a Child**

If an Employee is taking leave due to the death of a child, then the period of leave will end one hundred and four (104) weeks after the day of the death unless agreed otherwise to in writing by the Employee and Employer.

19.14 **Disappearance of a Child**

If an Employee is taking leave due to the disappearance of a child, then the period of leave will end 52 weeks after the day the child disappeared unless otherwise agreed to in writing by the Employee and Employer.

If the Employee takes leave and the child is then found alive, the period of leave ends the earlier of:

- Fourteen (14) days after the child is found, or
- Fifty-two (52) weeks after the day the child disappeared.

19.15 **Citizenship Ceremony Leave**

An Employee can take up to a day of citizenship ceremony leave. Any leave days not used by an Employee cannot be carried over into a new calendar year.

19.16 **Critical Illness Leave**

An eligible Employee can take up to thirty-six (36) weeks for the critical illness of a child. The number of weeks of leave exceeds the Employment Insurance benefit length by one week in recognition of the waiting period. Employees should be aware of this before taking their leave.

Critical illness leave may be taken in more than one period, but each period has to be at least one weeklong.

After the leave is completed, and if the child is still critically ill and care is required, the Employee may request the leave again. However, proof of medical certificate must be provided.

19.17 **Domestic Violence Leave**

Employees eligible for domestic violence leave may take up to ten (10) days unpaid for the leave each calendar year. Any leave days not used by an Employee cannot be carried over into a new calendar year.

19.18 **Reservist Leave**

If an Employee has three (3) consecutive months of continuous employment with the same Employer, you are entitled to a leave of absence from your civilian employment to take part in:

- an operation in Canada or abroad that is designated by the Minister of National Defence.
- An activity set out in the regulations.
- Canadian Armed Forces military skills training.
- Training that you are ordered to take under the *National Defence Act*
- Duties that you are called out on service to perform (any lawful duty other than training) under the *National Defence Act*.
- Service in aid of a civil power for which you are called out under the *National Defence Act*.
- Treatment, recovery, or rehabilitation in respect of a physical or mental health problem that results from service in an operation or activity listed in the Code.

As a reservist, you are entitled to 24 months leave in a 60-month period, except in the event of a national emergency, within the meaning of the *Emergencies Act*.

ARTICLE 20 - INSURANCE PLANS

20.1 When the enrollment and other requirements of the insurer as indicated in the contracts with the insurer have been met, the Employer will implement the following group plans for eligible Employees:

- (a) An Extended Health Plan - Family
- Single
- (b) A Dental Plan
- (c) Group Life Insurance (including Optional)
- (d) Accident and Serious Illness (including Optional)
- (e) Short Term Disability
- (f) Long Term Disability
- (g) Optional Critical Illness
- (h) Direct Pay Drug Card

Should Alberta Health Care premiums return, vision care is to remain and reversion to prior reallocation coverage shall be provided.

20.2 Enrolment by:

- (a) Regular Full-time Employees
- (b) Regular Part-time Employees regularly scheduled to work an average minimum twenty (20) hour per week shall be facilitated in accordance with the enrolment and other requirements of the insurer.

20.3 Upon completion of the probationary period, effective January 1, 2024, the Employer will cost share 85% of Extended Health, Dental, Group Life, Accident and Serious Illness insurance benefit premiums and Employees will cost share 15%. Employees will pay 100% of Short-Term Disability, Long Term Disability, Optional Life, Optional Accident and Serious Illness Insurance and Optional Critical.

20.4 The Employer will continue to pay its premium cost share provided the Employee is continuously employed by the Employer, requires coverage, and is not covered by a spouse's plan.

20.5 A regular Employee who is absent on an authorized leave with pay shall have these rates paid during the duration of the leave.

20.6 An Employee who is on sick leave shall have these rates paid for the duration of their banked sick leave. The Employer may extend this period. The Employee on sick leave agrees to provide monthly reports from their physician.

20.7 An Employee who is on Workers' Compensation benefits shall have these rates paid until the Workers' Compensation benefits end, or one hundred twenty (120) days, whichever comes first.

ARTICLE 21 - LAYOFFS AND RECALLS

- 21.1 In the event of a layoff, as a result of a shortage of work, Employees shall be laid off within each affected classification in reverse order of their seniority, provided the remaining Employee is qualified to perform the work. All affected full-time or part-time Employees shall be given Twenty-one (21) Calendar days' notice.
- 21.2 Should the Employer not provide such notice, as described in 21.1, the Employer will provide full wages in lieu of such notice.
- 21.3 Employees shall be recalled in reverse order listed in Article 21.1, provided the Employee is qualified to perform the work for which they are being recalled.
- 21.4 A laid-off regular Employee who fails to report for work within eleven (11) working days after being notified in writing to do so shall be deemed to have resigned their employment with the Employer. It shall be the responsibility of the regular Employee to keep the Employer informed of their current address. An Employee who has been on layoff for a period of six (6) months without being recalled shall be considered terminated.

ARTICLE 22 - POSTING AND FILLING VACANCIES

- 22.1 Any vacancy in a position or a newly created permanent position within the jurisdiction of the Union which is required to be filled, must be posted immediately and shall remain posted on the staff bulletin board seven (7) days prior to the position being filled.
- 22.2 All job postings shall contain at least the following information: nature of the position, qualifications, required knowledge and education, skills, shift, wage or salary rate, and hours of work.
- 22.3 Where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure.
- 22.4 A current job description shall be provided to all new Employees.
- 22.5 Where two or more internal applicants apply for a vacant position and the factors listed in 22.2 are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.

ARTICLE 23 - GRIEVANCE PROCEDURE

- 23.1 Any difference concerning the interpretation, application, operation, or alleged violation of this Agreement, including any questions as to whether the difference is arbitrable, shall be settled without stoppage of work or refusal to perform work in accordance with the following procedure.
- 23.2 Grievances may be of four (4) types:
- (a) Individual grievance: The Union files a grievance on behalf of an individual Employee.

- (b) Group grievance: The Union files a grievance on behalf of a group of members affected in the same way and at the same time by an action the Employer has taken.
- (c) Policy grievance: The Union files a grievance because the Employer did or did not do something that could have an impact on all workers covered by the Collective Agreement.
- (d) Employer grievance: Employers can also file a grievance if they believe the Union has violated the Collective Agreement.

23.3 An individual Employee who has a complaint or concern shall, within 5 working days of the date they became aware of the occurrence which led to the grievance, first discuss the matter with the Lodge Manager with a goal to resolve the matter. If the resolve is not satisfactory to the Employee, within ten (10) working days, the grievance shall be advanced to Step 1.

23.4 **Steps of the Grievance Procedure**

Step 1

The grievance will be submitted in writing to the Lodge Manager, specifying all the details of the grievance, including the nature of the grievance, the clause, or clauses of this Agreement upon which the grievance is based, and the remedy requested. The Lodge Manager, or designate, shall respond in writing within ten (10) working days of receipt of the written grievance.

Step 2

The Chief Administrative Officer, or their designate will hear the grievance within ten (10) working days of receipt of the grievance. A written response will be provided to the Union within ten (10) workings days after the meeting is held.

Step 3

If the Union is not satisfied with the response at Step 2, the Union may, within ten (10) working days of receipt of the response from the Chief Administrative Officer, or their designate, advise the Employer of the Union's intention to refer the grievance to arbitration.

23.5 A policy grievance may be initiated at Step 2 within ten (10) working days of the date The Union became aware of the incident which gave rise to the grievance, and shall include the nature of the grievance, the clause, or clauses of this Agreement upon which the grievance is based, and the remedy requested.

23.6 Time limits in the grievance procedure may be extended by mutual agreement in writing between the Foundation and the Union.

23.7 Should the Union fail to comply with any time limits in the Grievance Procedure, the grievance will be considered abandoned. Should the Employer fail to comply with any time limits in the Grievance Procedure, the grievance shall automatically advance to the next step of the Grievance Procedure.

23.8 **Sole Arbitrator**

The parties may mutually agree to the selection of a single arbitrator in lieu of an Arbitration Board.

23.9 **Composition of Arbitration or Appointment of Sole Arbitrator**

When either party requests that a grievance be submitted to arbitration and the grievance is to be resolved by a three-member board or a sole arbitrator, the appointment, costs, and procedures shall be in accordance with the Labour Relations Code.

23.10 **Decision of the Board**

The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Arbitration Board. The decision of the Arbitration Board or sole arbitrator shall be final and binding on all parties. The Arbitration Board or the sole arbitrator shall not have the power to change, alter, or amend this Agreement or any of its provisions.

ARTICLE 23 - CLASSIFICATIONS

- 24.1 Where the Foundation creates a new classification, or where the duties of an existing classification are altered so as to substantially change the nature of the work being performed, the Union shall be advised of the change. The parties shall meet and endeavour to negotiate a rate of pay for the new or altered classification, and if the matter cannot be resolved, it may be submitted to an arbitration board in accordance with the grievance procedure for a final decision.

ARTICLE 24 - DURATION OF AGREEMENT

- 25.1 This Agreement shall be in effect from January 1, 2022, to December 31, 2025.
- 25.2 Either of the parties hereto wishing to revise this Agreement shall give notice to the other party of intent to do so not more than one hundred twenty (120) days and not less than sixty (60) days prior to the expiry date of this Agreement.
- 25.3 If neither party submits notice as per Article 25.2, this Agreement shall continue from year to year thereafter, until notification of desire to amend or terminate is given as per Article 25.2.

APPENDIX I
HOURLY SALARY SCHEDULE

Classification	2022 - 1.5%		
	Start	Completion of Probation	1-Year Anniversary
Head Cook Certified	\$22.70	\$24.14	\$25.52
Head Cook Uncertified	\$19.30	\$20.76	\$22.15
Cook Certified	\$18.41	\$19.82	\$21.26
Cook	\$17.52	\$18.97	\$20.38
Dietary Aide	\$16.34	\$17.81	\$19.27
Supervisor	\$18.11	\$19.52	\$20.98
Activities Coordinator	\$16.34	\$17.81	\$19.27
Head Housekeeping	\$17.56	\$19.14	\$20.72
Housekeeping	\$16.34	\$17.81	\$19.27

Casuals will proceed to Step 1 inclusive of all classification hours worked after four hundred and fifty-five (455) hours and will move to Step 2 at the completion of one thousand three hundred sixty-five (1365) hours.

Classification	2023 - 4.75%		
	Start	Completion of Probation	1-Year Anniversary
Head Cook Certified	\$23.78	\$25.29	\$26.73
Head Cook Uncertified	\$20.22	\$21.75	\$23.20
Cook Certified	\$19.28	\$20.76	\$22.27
Cook	\$18.35	\$19.87	\$21.35
Dietary Aide	\$17.12	\$18.66	\$20.19
Supervisor	\$18.97	\$20.45	\$21.98
Activities Coordinator	\$17.12	\$18.66	\$20.19
Head Housekeeping	\$18.39	\$20.05	\$21.70
Housekeeping	\$17.12	\$18.66	\$20.19

Casuals will proceed to Step 1 inclusive of all classification hours worked after four hundred and fifty-five (455) hours and will move to Step 2 at the completion of one thousand three hundred sixty-five (1365) hours.

Classification	2024 - 3.5%		
	Start	Completion of Probation	1-Year Anniversary
Head Cook Certified	\$24.61	\$26.18	\$27.67
Head Cook Uncertified	\$20.93	\$22.51	\$24.01
Cook Certified	\$19.95	\$21.49	\$23.05
Cook	\$18.99	\$20.57	\$22.10
Dietary Aide	\$17.72	\$19.31	\$20.90
Supervisor	\$19.63	\$21.17	\$22.75
Head Activities Coordinator	\$19.03	\$20.75	\$22.46
Activities Coordinator	\$17.72	\$19.31	\$20.90
Head Housekeeping	\$19.03	\$20.75	\$22.46
Housekeeping	\$17.72	\$19.31	\$20.90

Casuals will proceed to Step 1 inclusive of all classification hours worked after four hundred and fifty-five (455) hours and will move to Step 2 at the completion of one thousand three hundred sixty-five (1365) hours.

Classification	2025 - 2.25% plus \$1.00 increase across all classifications		
	Start	Completion of Probation	1-Year Anniversary
Head Cook Certified	\$26.16	\$27.77	\$29.29
Head Cook Uncertified	\$22.40	\$24.02	\$25.55
Cook Certified	\$21.40	\$22.97	\$24.57
Cook	\$20.42	\$22.03	\$23.60
Dietary Aide	\$19.12	\$20.74	\$22.37
Supervisor	\$21.07	\$22.65	\$24.26
Head Activities Coordinator	\$20.46	\$22.22	\$23.97
Activities Coordinator	\$19.12	\$20.74	\$22.37
Head Housekeeping	\$20.46	\$22.22	\$23.97
Housekeeping	\$19.12	\$20.74	\$22.37

Casuals will proceed to Step 1 inclusive of all classification hours worked after four hundred and fifty-five (455) hours and will move to Step 2 at the completion of one thousand three hundred sixty-five (1365) hours.

APPENDIX II
LONG SERVICE PAY

Employee Long Service Awards

Objective:

Lakeland Lodge and Housing Foundation wishes to acknowledge the contribution of its Employees.

GUIDELINES:

1. In order to qualify for this formal recognition Employees must have:
 - at least five (5) years of continuous Full Time or Part Time service with Lakeland Lodge and Housing Foundation.
2. Part-time Employees will be entitled to half of stipulated amounts.
3. All Employees who meet the criteria will be recognized in the following manner:

	Full-Time	Part-Time
After five (5) years	\$200.00	\$125.00
After ten (10) years	\$350.00	\$200.00
After fifteen (15) years	\$500.00	\$275.00
After twenty (20) years	\$650.00	\$350.00
After twenty-five (25) years	\$800.00	\$400.00

4. The above awards will be awarded annually at a function of the Foundation's choice.

IN WITNESS WHEREOF the Employer and the Union have executed this Agreement

this 09 day of September, 2023.

For the Union:

Wendy DeBlas
Connet Wanda

For the Employer:

Connie Lugeon
[Signature]

Date: _____

LETTER OF UNDERSTANDING #1

between

The Board of Lakeland Lodge and Housing Foundation

and

Canadian Union of Public Employees, Local 2771

Re: Pension Plan / Registered Retired Savings Plan

The parties agree to investigate the feasibility of implementing a Pension Plan /RRSP for the Employees of Lakeland Lodge and Housing Foundation.

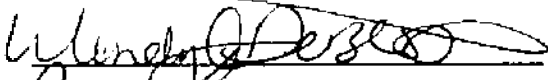
LAPP


MSSP

NHRPP

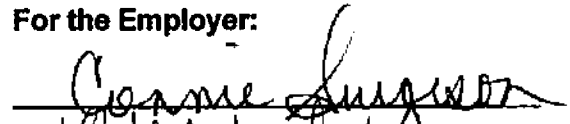
Matching RRSP

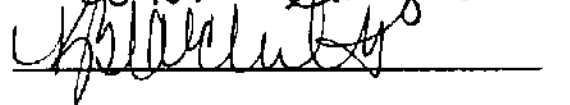
For the Union:





For the Employer:





Date: August 29, 2023