

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1461

CUPE / *Canadian Union
of Public Employees*

AND

EAGLE HILL FOUNDATION



January 1, 2022 to December 31, 2024



ib/cupe 491

Table of Contents

PREAMBLE 2

ARTICLE 1 – **AMENDMENT AND TERMINATION** 3

ARTICLE 2 – SCOPE 3

ARTICLE 3 – DEFINITIONS 3

ARTICLE 4 – **MANAGEMENT RIGHTS** 4

ARTICLE 5 – **WARNING NOTICES AND NOTICES OF DISCIPLINE** 5

ARTICLE 6 – **NO DISCRIMINATION OR HARASSMENT** 5

ARTICLE 7 – **UNION RECOGNITION AND NEGOTIATIONS** 6

ARTICLE 8 – **WORKING CONDITIONS** 6

ARTICLE 9 – **OVERTIME AND PREMIUMS** 9

ARTICLE 10 – WAGES 9

ARTICLE 11 – **STATUTORY HOLIDAYS** 10

ARTICLE 12– **ANNUAL VACATION LEAVE** 11

ARTICLE 13 – **LEAVES OF ABSENCE** 12

ARTICLE 14 – **SICK LEAVE** 15

ARTICLE 15 – **BENEFITS AND PENSION PLAN** 16

ARTICLE 16 – **EMPLOYMENT** 20

ARTICLE 17 – **PROMOTION** 20

ARTICLE 18 – **LAY-OFFS AND RECALLS** 20

ARTICLE 19 – **POSTING AND FILLING VACANCIES** 21

ARTICLE 20 – **SENIORITY** 21

ARTICLE 21 – **CLASSIFICATION** 22

ARTICLE 22 – **GRIEVANCE PROCEDURE** 22

ARTICLE 23– **STAFF MEETINGS/COURSES/TRAINING** 25

ARTICLE 24 – **USE OF PERSONAL VEHICLE** 25

ARTICLE 25 – **JOINT COMMITTEES** 26

APPENDIX 1 – **WAGES** 28

LETTER OF UNDERSTANDING #1 33

RE: **HEALTH CARE AIDE (HCA) POSITIONS** 33

LETTER OF UNDERSTANDING #2 35

RE: **12- HOUR SHIFTS** 35

COLLECTIVE AGREEMENT

- between -

EAGLE HILL 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 1461

(hereinafter referred to as "the Union")

OF THE SECOND PART

PREAMBLE

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

1. To maintain and improve harmonious relations between the Foundation and the Union.
2. To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment.
3. To encourage efficiency in operations; and
4. To promote the morale, well being and security of Employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of Employees be drawn up in a Collective Agreement.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants contained herein, the Foundation and Union each agree with the other as follows:

ARTICLE 1 – AMENDMENT AND TERMINATION

- 1.01 This Agreement shall be in full force and effect as of the 1st day of January 2022 and continue in full force and effect until the 31st day of December 2024, and from year to year thereafter except as hereinafter provided.
- 1.02 The parties may propose amendments to this Agreement by notice in writing not less than sixty (60) days or more than one hundred twenty (120) days prior to the expiration date and negotiations shall commence within fifteen (15) days of receipt of such written notice.
- 1.03 If amendment is desired, the contents of the amendments shall be transmitted to the other party within the time limit set out above and the existing Agreement shall remain in full force until the process of collective bargaining has been completed or notice of strike action or lockout, as the case may be, has been served in accordance with the provisions of the Alberta Labour Code. Changes in this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by authorized representatives of the parties to this Agreement.
- 1.04 If there is an amalgamation, annexation, merger or other structural change of the Employer, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the Employees shall remain in existence.

ARTICLE 2 – SCOPE

- 2.01 This Agreement shall apply to Employees of the Foundation for whom the Union has the exclusive right to bargain as set out in Alberta Labour Relations Board Certificates Nos. 196-92, 347-2000 and 3-2001, or any amendment thereto.

ARTICLE 3 – DEFINITIONS

3.01 Classification

The word "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.

3.02 Interpretations

In this Agreement, unless otherwise required by the context, all words in the singular shall include the plural and all words in the plural shall include the singular.

3.03 Permanent Employee

The words "permanent Employee" when used in this Agreement shall mean any Employee who is fulfilling a permanent position and has successfully completed the required probationary period.

3.04 Probationary Employee

The words "probationary Employee" when used in this Agreement shall mean an Employee who is serving a probationary period of employment in their initial employment with the Foundation in a position coming within the scope of this Agreement.

3.05 **Promotion**

The word "promotion" when used in this Agreement shall mean the advancement of an Employee to a position with a higher regular rate of pay or improved working conditions above their present position.

3.06 **Regular Rate of Pay**

The words "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.

3.07 **Regular Permanent Full-Time Employee**

A "regular permanent full-time Employee" is one who is normally scheduled to work eighty (80) hours bi-weekly (exclusive of overtime) and one who has served the required probationary period. A workweek shall start on Sunday.

3.08 **Regular Permanent Part-Time Employee**

A "regular permanent part-time Employee" is one who is hired for regularly scheduled shifts, but whose hours of work are less than eighty (80) hours over a two (2) week rotation. A permanent part-time Employee will work a minimum of three (3) hours per shift.

3.09 **Temporary Employee**

A "temporary Employee" is one who is hired for a period of four (4) months or less for a specific job.

3.10 **Casual Employee**

A "casual Employee" is one who is engaged to fill a position made temporarily vacant as a result of sickness, leave of absence or vacation. Casual Employees are not regularly scheduled Employees but may appear on the shift schedule only for the duration of their relief assignment.

3.11 **Trial Term**

The words "trial term" when used in this Agreement shall mean the trial period of employment of an Employee in a position coming within the scope of this Agreement.

3.12 **Seniority**

Seniority is defined as length of continuous service in the bargaining unit.

3.13 **Anniversary Date**

Anniversary date shall mean the date of hire with the Foundation.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 **Management Rights**

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

ARTICLE 5 – WARNING NOTICES AND NOTICES OF DISCIPLINE

- 5.01 The Foundation may give an Employee a written warning notice of a notice of discipline for insubordination or tardiness or for a breach of discipline. Copies of all warning notices, or notices of discharge, suspension or other discipline shall be provided to the Union. An Employee shall have the right to have a Shop Steward or officer of the Union present when a written disciplinary notice is issued or when the Employee is being questioned or investigated for a matter which may lead to discipline. Where an Employee is discharged, suspended or otherwise disciplined and such discharge, suspension or discipline in the opinion of the Employee and/or the Union is unjust, such discharge, suspension or discipline may be the subject of a grievance and processed in accordance with the grievance procedure of this Agreement.
- 5.02 Past Warning Notices or Notices of Discipline shall be deemed void after an Employee has maintained a clear record for a period of eighteen (18) months.
- 5.03 Employees absent for three (3) consecutive days without notifying the Foundation shall be considered to have vacated their position.
- 5.04 An Employee who fails to arrange notification of at least three (3) hours prior to the commencement of scheduled work to the Supervisor/place of work that they are unable to commence their duties may, failing a satisfactory explanation, be subject to discipline.
- 5.05 No Employee shall be required or coerced to volunteer for hours. No Employee shall suffer any recrimination, disciplinary action, or adverse report for not volunteering at a worksite of the Employer.
- 5.06 Employees shall, upon written notice to the Employer and within four (4) working days, be allowed to view their personnel file and have copies made of the contents.

ARTICLE 6 – NO DISCRIMINATION OR HARASSMENT

- 6.01 The Employer agrees that there shall be no discrimination, bullying, favouritism, interference, restriction or coercion exercised or practiced, whether intentional or not, with respect to any Employee in the matter of hiring, wage rates, training, upgrading, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, ancestry, colour, family status, gender, gender identity, gender expression, marital status, mental disability, physical disability, place of origin, place of residence, political belief, religious beliefs, sexual orientation, source of income, nor by reason of their membership or activity in the Union. Both the Employer and the Union agree to ensure compliance with the *Alberta Human Rights Act*.

All Employees covered by this Agreement are entitled to a work environment that is free from harassment (occurring from unwelcome physical or verbal conduct that demeans, belittles, or causes personal humiliation/embarrassment.) Harassment means engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome. Harassment does not include normal supervision, direction, or discipline for just cause. The Employer and Union agree that Employees and supervisory staff shall be educated to address and prevent harassment in the workplace.

ARTICLE 7 – UNION RECOGNITION AND NEGOTIATIONS

- 7.01 The Foundation recognizes the Union through its accredited officers or representatives as the sole and exclusive agent for those Employees covered by this Agreement for the purposes of collective bargaining in respect to working conditions including wages, hours of work and fringe benefits.
- 7.02 No Employee shall be required or permitted to make written or verbal agreements with the Employer which may conflict with the terms of this Agreement.
- 7.03 The Foundation hereby agrees to negotiate with the Union or any of its authorized committees concerning matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 7.04 **Check-Off of Union Dues**
- 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. In all instances, such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of names of those Employees from whose wage's deductions have been made.
- 7.05 The Foundation 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.
- 7.06 All correspondence between the parties, except as otherwise set out in this Agreement, or incidental thereto, shall pass to and from the Secretary-Treasurer of the Foundation and Union Local designated representative, with a copy to the National Representative assigned to the Local Union.
- 7.07 All Employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. As a condition of employment, all new Employees shall become and remain members in good standing of the Union within thirty (30) working days of employment.

ARTICLE 8 – WORKING CONDITIONS

8.01 Reporting for Duty

Employees shall report for duty at the place directed by the Foundation. Where an Employee is required to report to a new place during their regular hours of work, they shall do so without loss of pay.

- (a) When an Employee is required by the Employer to report to a new place during working hours, the Employer shall pay a transportation allowance equal to the amount set each year by the Eagle Hill Foundation Board for Foundation business.
- (b) When an Employee is required to use their personal vehicle for purposes of the Employer, they shall be reimbursed at the rate equal to the amount set each year by the Eagle Hill Foundation Board for Foundation business.

- (c) Employees must be in a condition fit for work when reporting to duty and while on duty.

8.02 **Hours of Work**

The regular hours of work for Employees covered by this agreement shall be a maximum of eight (8) hours per day, or eighty (80) hours over a two (2) week pay period. It is understood that the operations of the Foundation require continuous operation Sunday through Saturday.

- 8.03 An Employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area designated by the Foundation.

All Employees shall be entitled to one half (1/2) hour lunch break per day, without pay. It is understood that these Employees will be allowed to leave the worksite during their lunch break.

For those Employees required to remain on site during their one half (1/2) hour lunch break it is understood that the lunch break will be with pay.

- 8.04 Employees who are required to rotate shifts shall be assigned day duty not less than one third (1/3) of the time unless otherwise mutually agreed by the Employer and the Union.

- 8.05 Days off shall be consecutive and shall be planned in such a way as to equally distribute weekends amongst all Employees. A weekend is defined as Saturday and Sunday. In no instance will an Employee be required to work more than six (6) consecutive days without receiving their days off. The first shift of the day shall be that shift in which the majority of hours fall between midnight and 0800 hours.

The parties agree that, due to operational necessity, the maximum number of consecutive days worked by an Employee may be exceeded without approval of the Union, provided that the Employee(s) are willing to accept additional hours and/or shifts. The parties further agree that an Employee may decline any request for additional hours and/or shifts and that there shall be no obligation on the Employee to exceed the maximum number of days worked as set out in this Article.

The parties acknowledge that any additional hours and/or shifts worked beyond the maximum number of consecutive days set out in this Article shall be subject to overtime and premiums, as set out in Article 9, when applicable.

- 8.06 (a) The Employer will post shifts scheduled to indicate hours on duty and shift rotations fourteen (14) days in advance.

- (b) When a change is made to a regular Employee's schedule with less than five (5) calendar days' notice, the Employee shall be paid at one and one-half (1 ½) times the basic rate of pay for all hours worked on the first shift of the changed schedule. No changes shall be made to an Employee's schedule without the Employer giving notification to an Employee.

- 8.07 Mutually arranged changes between Employees must have the prior approval of the Supervisor and will not involve the Employer in an overtime pay situation. Before an exchange of shifts between two (2) Employees may take place, both Employees must sign a shift exchange request form and obtain approval from the supervisor in the form of the supervisor's signature on the form.

8.08 **Rest Between Change of Shifts**

Failure to provide at least fourteen (14) hours rest between shifts which are being changed shall result in payment of overtime at established rates for all hours worked on the first shift of the changed schedule.

8.09 **Change to Daylight Saving Time**

At the time of change from Standard to Daylight Saving Time, Employees working the night shift shall each work seven (7) hours and be paid for eight (8). When reverting from Daylight Saving Time to Standard Time Employees will each work nine (9) hours and be paid accordingly with one (1) hour at the overtime rate.

8.10 **Reporting Pay Guarantee**

If an Employee who is scheduled to work a full shift reports for work on their regular shift, they shall be paid at their regular rate of pay for the entire period worked with a minimum of four (4) hours pay.

8.11 When an Employee temporarily relieves in or performs the principal duties of a higher paying position, they shall receive the rate for the job for all hours worked.

8.12 Regular part-time Employees who wish to be considered for any extra available hours of work shall advise their Supervisor in writing as to the extent of their availability. Such hours of work shall be distributed as equally as possible, among regular part-time and casual Employees starting with the most senior Employee and working down the list until an available Employee is found. When the Employer has an available shift, the Employer shall fill the shift by calling the most senior part-time or casual Employee who has not yet worked full-time hours. The Employer shall put the date of the shift accepted by the name of the Employee who accepts the shift. When another shift becomes available, the Employer will start calling Employees at the most senior person on the seniority list immediately below the Employee who accepted the previous shift.

If the Employer cannot find an Employee to work the shift, the Employer will start at the top of the complete seniority list and offer the most senior Employee and so on down the list until the Employer finds an Employee willing to work the shift at the overtime rate. The call-in list for each facility shall be posted.

8.13 When vacation shifts are required to be filled, those shifts should be distributed to those part-time and casual Employees, based on seniority, who can fill a consecutive shift block of the rotation of the Employee who is on vacation without incurring overtime. If no one can fill the entire shift block the shifts will be distributed as outlined in Article 8.12.

8.14 **Emergent Situations**

In emergent situations the Employer shall have the right to fill a shift as deemed necessary. In an urgent situation in which time is of the essence, seniority may be overlooked.

8.15 **Filling Shifts for Extended Absences**

Extended absences may include but not be limited to sick leave, approved leave of absence, maternity leave, and vacation.

If the Employee is going to be absent for a period of up to one (1) month, the shifts for the entire absence will be filled by a part-time or casual Employee on the basis of seniority. If the absence is for greater than one (1) month, then the position shall be temporarily posted for the duration of the absence in order to allow all Employees to apply for the position.

It is understood that the foregoing will only apply for extended absences only and will not replace the provisions of Articles 8.12 and 8.13 of the collective agreement.

- 8.16 The Foundation will schedule two (2) Health Care Aides between the hours of 20:00 and 08:00 at Willingdon and Myrnam, seven (7) days per week, contingent upon funding being made available from the Government of Alberta specific to this purpose.

ARTICLE 9 – OVERTIME AND PREMIUMS

9.01 **Overtime**

Where an Employee is required to work in excess of eight (8) hours per day and/or eighty (80) hours biweekly, all such work shall be considered overtime and they shall be paid at one and one-half (1 ½) times their regular hourly rate of pay for each hour worked.

- 9.02 An Employee shall not have any reduction in regular hours of work to equalize any overtime worked.

9.03 **Call-Out Guarantee**

When an Employee in Maintenance is called out to work outside their regular scheduled working hours shall be paid for a minimum of two (2) hours at overtime rates.

9.04 **Evening and Night Shift Premium**

A shift premium of two dollars fifty cents (\$2.50) per hour will be paid to an Employee for each hour worked between the hours of 1600 and 2400 and a shift premium of three dollars (\$3.00) per hour will be paid to an Employee for each hour worked between the hours of 2400 and 0800.

9.05 **Weekend Premium**

A weekend premium of two dollars (\$2.00) per hour will be paid to an Employee for each hour worked between the hours of 1600 on Friday and 0800 on Monday morning.

ARTICLE 10 – WAGES

- 10.01 The regular rate of pay set out in Appendix "1" to this Agreement shall apply during the term of this Agreement.

- 10.02 The Foundation shall pay salaries and wages bi-weekly, in accordance with Appendix "1" by direct deposit. On each payday, each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

10.03 The hourly rate of pay for part-time, temporary and relief Employees in each classification shall be the equivalent of the rate specified for permanent Employees in the Salaries Article.

10.04 **Progressing through 'Appendix A1' Pay Grids**

The Union and the Employer agree Employees hired at the "Start Rate" of a pay grid shall, upon successful completion of the Probationary Period of Employment, as specified in Article 16 of the Collective Agreement, be moved to the next highest pay step identified as "Year 1" of the pay grid. Thereafter, progression through the pay grid is at two thousand eighty (2080) worked hour intervals.

For clarity, other than as indicated above, all Employee(s) progression to the next highest step in a pay grid requires the completion of two thousand eighty (2080) worked hours.

ARTICLE 11 – STATUTORY HOLIDAYS

11.01 All Employees in the bargaining unit, provided they meet the terms and conditions set out in Articles 11.02 and 11.03, shall be entitled to the following statutory holidays:

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

and any other day proclaimed as a holiday by the Foundation.

11.02 All Employees in the bargaining unit, shall receive the recognized statutory holidays for which they are eligible with pay, or other days with pay in lieu of such statutory holidays, providing they are available for work in accordance with their regular hours of work preceding, during and following the designated day for observance of the holiday or on approved leave for a period of ten (10) working days or less duration.

11.03 Where the Foundation designates a day off in lieu of the actual statutory holiday for the majority of its Employees, the Employees may be allowed off on such day. In the event that this is not possible, the Employee may be allowed a day off in lieu of the statutory holiday at a time mutually agreed between the Employee and their Supervisor. If such a day cannot be provided, the Employee shall receive a regular day's pay at their regular rate of pay in lieu of the statutory holiday.

11.04 All part-time and casual Employees shall receive statutory holiday pay at the rate of five percent (5%) of their regular earnings paid at their regular rate of pay in lieu of the statutory holiday and paid on each cheque.

- 11.05 (a) All Employees required to work on a Named Holiday, except for Christmas Day, shall be paid at time and one half (1½X) their regular rate for all hours worked on the Named Holiday.
- (b) All Employees working Christmas Day will be paid at double-time (2X) their regular rate for all hours worked on Christmas Day.

ARTICLE 12– ANNUAL VACATION LEAVE

12.01 Length of Vacation

All full-time Employees shall receive an annual vacation with pay in accordance with their years of employment as follows:

In the first year	ten (10) working days prorated to the date of hire
In the 2 nd and 3 rd year	ten (10) working days
After three (3) years	fifteen (15) working days
After eight (8) years	twenty (20) working days
After fifteen (15) years	twenty-five (25) working days
After twenty (20) years	thirty (30) working days

Annual vacation entitlement for part-time Employees shall be pro-rated according to the above schedule.

- 12.02 If a recognized statutory holiday occurs on, or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay immediately following their vacation period, or an additional day of vacation on some other day, if mutually agreed to between the Employee and their supervisor.
- 12.03 Vacation pay for each week of vacation shall be at the regular rate of pay.
- 12.04 Vacation entitlement shall be determined as of Employees' anniversary date and years of service of an Employee shall be calculated from that point in time.
- 12.05 Employees who are separated from employment with the Foundation shall receive payment for the vacation to which they are entitled in accordance with the terms of this Agreement, or pursuant to the Alberta Labour Code, whichever is greater.
- 12.06 Employees will submit their vacation requests in writing by March 31st of each year. An Employee who submits their vacation request in writing by March 31st shall have the right to choose their period of vacation according to seniority. Vacation schedules shall be posted by April 30th of each year.

Within fifteen (15) calendar days of requesting vacation, an Employee shall be notified if such vacation is approved. If, in the opinion of the head of the department, the period of vacation leave requested by an Employee conflict or interferes with the efficient operation of the department, the department head will give such Employee at least two (2) months' notice thereof unless extenuating conditions (but in no event shall the notice be less than ten (10) working days) and such Employee shall have the right to choose an alternative period. Vacation requests shall not be unreasonably denied. If an Employee is sick while on vacation, upon production of a doctor's note, they will be reimbursed their vacation days for such leave.

- 12.07 An Employee shall be entitled to receive their vacation in an unbroken period except where their vacation entitlement is in excess of two (2) weeks.

- 12.08 An Employee who has been on leave of absence without pay for thirty (30) or more consecutive calendar days, except where the leave is for the purpose of attending a training course shall, for the year in which the absence occurs, earn annual vacation with pay proportionate to the number of months that the Employee worked with pay in the service of the Foundation.
- 12.09 The vacation year shall be January 1 through December 31 inclusive.
- 12.10 Employees shall accrue vacation entitlement on a monthly basis based on their service entitlement as provided in Article 12.01. Employees shall be eligible to use accrued vacation credits in the following calendar year.

ARTICLE 13 – LEAVES OF ABSENCE

- 13.01 Leave of absence may be granted at the discretion of the Foundation to an Employee but shall not be unreasonably denied.

13.02 Union Leave

The Foundation shall grant leave of absence with pay to Employees representing the Union in accordance with the following provisions:

- (i) In the event that an Employee is elected or appointed to the negotiating committee for the Union, they shall be granted leave at their regular rate of pay for the purpose of attending joint collective bargaining, conciliation, or mediation meetings in the establishment of a new collective agreement. It is understood that no more than four (4) Employees from the Union will be granted leave with pay for the purpose of attending the said meetings on behalf of the Union and that the department head will be advised in writing of the elected or appointed Employees at least thirty (30) days prior to the earliest opening date of the collective agreement.

Notwithstanding the above, if an Employee is required to work a shift immediately before or after a negotiation meeting, in accordance with Article 8.08 *Rest Between Change of Shifts*, the Employee will be given that shift off without loss of pay and a replacement shall be called.

- (ii) If an accredited representative of the Union is required to investigate or meet with the Foundation representatives or attend a hearing to discuss a grievance during working hours, they shall be granted leave with pay subject to suitable arrangements with their immediate supervisor concerning their own work responsibilities. If the Employee who is grieving is required to attend a hearing, they shall be granted leave with pay at their regular rate of pay.
- (iii) Leave of absence for Union duties shall be granted with pay and without loss of seniority to Employees elected or appointed to represent the Union at Union Conventions, Workshops, Seminars, or Schools. The Union will reimburse the Employer for wages paid to an Employee, plus an additional eighteen percent (18%) to cover benefits, who represents the Union at such Conventions, Workshops, Seminars or Schools.
- (iv) Employees who are elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay, but with no loss of seniority, for a period of one (1) year. Such leave shall be renewed each year, on request, during their term of office.

13.03 An Employee shall use a leave of absence only for the purpose for which it was granted, otherwise they shall be deemed to have automatically terminated their service with the Foundation.

13.04 **Bereavement Leave**

An Employee shall be granted up to three (3) regularly scheduled consecutive work days leave without loss of pay at their regular rate of pay for the purpose of making arrangements for, or attending a funeral in the event of death to an Employee's spouse, common-law partner, same-sex partner, adult interdependent partner, fiancé(e), child (and their partner/spouse), step-child (and their partner/spouse), current or former foster child, grandchild, parent, legal guardian, step-parent, parent-in-law, former foster parent, grandparent, grandparent-in-law, sibling (and their partner/spouse), step-sibling (and their partner/spouse), aunt, uncle, niece, nephew, and person the Employee isn't related to but considers to be close like a relative.

Where the funeral takes place outside of Alberta (but within Canada), such leave may be extended by up to two (2) days to allow for travel time. In the event the funeral takes place outside of Canada, such leave may be extended by up four (4) days to allow for travel time.

13.05 **Maternity Leave/ Parental Leave/ Adoption Leave**

(1) Maternity Leave

- (a) An Employee who has completed 90 days of continuous employment with the Employer, shall upon four (4) weeks' written notice commence Maternity Leave. The four (4) week notice will be waived in case of an emergency, and the Employee will submit in writing the notice for Maternity Leave as soon as possible. Such leave shall become effective thirteen (13) weeks preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that the Employee commences maternity leave no later than the date of delivery. Such leave shall be without pay and benefits except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of Sick Leave, Short Term or Long-Term Disability. Maternity Leave shall not exceed sixteen (16) consecutive weeks, unless extended by mutual agreement between the Employer and the Employee.
- (b) An Employee on such leave shall provide the Employer with four (4) weeks written notice of readiness to return to work following which the Employer will reinstate her in the same classification held by her immediately prior to taking Maternity Leave and at the same Basic Rate of Pay.

(2) Parental Leave/Adoption Leave

(a) Parental Leave

Upon their written request, providing at least Four (4) week's advance notice an Employee shall be granted parental leave without pay and benefits. Such leave shall be taken as follows:

- (i) For an Employee entitled to maternity leave, immediately following the last day of maternity leave, a period not exceeding sixty-two (62) weeks; or
- (ii) In the case of a parent who has completed ninety (90) days of continuous employment, a period not exceeding sixty-two (62) weeks within seventy-eight (78) weeks after the child is placed with the adoptive parent for the purpose of adoption.

(b) The total period of maternity and parental leave shall not exceed seventy-eight (78) weeks unless mutually agreed between the Employer and Employee.

(c) Maternity and Parental leaves shall be without loss of seniority.

(d) A regular Employee on maternity or parental leave shall provide the Employer with at least four (4) week's written notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or comparable position at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date they commenced leave.

(3) **Benefit Continuation While on Maternity, Parental, or Adoption Leave**

Employees on maternity, parental or adoption leave will be provided with the opportunity to maintain their benefits by paying the full cost (both Employer and Employee portions) of the monthly premiums. The Employee will provide postdated cheques to the Employer prior to commencing the leave.

13.06 **Pressing Necessity**

Upon notification and confirmation by the Employer an Employee shall be granted leave without pay of one (1) day per calendar year. Pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence which could not be reasonably foreseen by the Employee, and which requires the immediate attention of the Employee. An Employee may elect to use vacation leave or earned time off. Such leave shall not be unreasonably denied.

13.07 The Employer agrees to provide the following leaves of absence without pay in accordance with the Alberta Employment Standards Code and Regulations thereunder. Upon request of an Employee, the Employer shall provide the Employee with a copy of the regulations related to such leave.

a) Reservists leave	up to 26 consecutive weeks
b) Compassionate care leave (to care for a critically ill family member)	up to 27 weeks
c) Death or disappearance of child	up to 52 weeks for the disappearance of a child due to a crime; up to 104 weeks if the child has died as a result of a crime
d) Critical illness of a child	up to 36 weeks
e) Domestic violence leave	up to 10 days

f) Personal and family responsibility leave	up to 5 days
g) Citizenship ceremony leave	up to one day

13.08 Jury Duty and Witness Duty

- (a) An Employee called for jury duty or subpoenaed as a witness by the Crown or on behalf of the Foundation shall be granted time off with pay during the period of such duty. The Employee shall remit any remuneration or compensation received to the Foundation.
- (b) When an Employee is to attend court or to deal with legal matters relative to personal matters, they shall request time off without pay in advance of the required time off. Alternatively, an Employee can request Annual Vacation Leave. Such requests shall not be unreasonably denied.

ARTICLE 14 – SICK LEAVE

- 14.01 When used in Article 14 of this Agreement, the word "disability" shall mean the inability of an Employee to perform the regular duties of their position by reason of a non-compensable physical illness or injury.
- 14.02 Eighteen (18) pro-rated days sick leave per year shall be earned by an Employee at the rate of one and one half (1½) days for every calendar month an Employee is employed. The unused portion of an Employee's sick leave shall accumulate to a maximum of ninety (90) days entitlement.
- 14.03 When a permanent (full-time and part-time) Employee is prevented from performing their duties for the Foundation by reason of personal disability, such an Employee shall be paid at the regular rate of pay, for the position to which they are appointed immediately prior to commencement of such sick leave, for each day of such disability, and the Employee shall have their sick leave entitlement reduced by an amount equal to the number of days for which the Employee received such payment and provided that an Employee shall not receive any payment under Article 14 for days not in attendance at work which are in excess of their sick leave entitlement.
- 14.04 Full-time and part-time Employees shall not be credited with or accumulate sick leave entitlement while on a leave of absence without pay for a period of one (1) month or longer.
- 14.05 An Employee may be required to deliver to the Foundation a doctor's certificate proving disability in order to be eligible for payment under the provisions of Article 13.03, the cost of which shall be borne by the Foundation.
- 14.06 The Employer shall advise each Employee in writing of the amount of sick leave entitlement accrued to their credit in the month of January each year and upon request.
- 14.07 Part-time Employees shall accumulate sick leave entitlement on the basis of twelve (12) hours for each one hundred sixty (160) hours worked. When a part-time Employee is sick and has accumulated sick leave credits, they shall be paid for scheduled hours only.
- 14.08 A regular Employee shall be permitted to use their sick leave credits in the event of family illness that shall include parents, children, spouse, or other dependents to a maximum of five (5) days per year.

- 14.09 Probationary Employees shall accrue sick leave credits during their probationary period but will not be able to use their sick leave credits until they have successfully completed their probation.
- 14.10 During any illness, the Employee will notify the Employer of their intention to return to work or any extension to their leave as far in advance as possible.
- 14.11 During any longer-term illness of six (6) weeks or more, the Employee shall notify the Employer of their medical approval to return to work at least one (1) week in advance of their return to work.

ARTICLE 15 – BENEFITS AND PENSION PLAN

15.01 Benefit Plan

The Employer shall contribute, in respect of each Regular Employee, subject to Article 15.03, and upon producing receipts, seventy percent (70%) of the monthly premiums per contract with Group Source. The Employer will notify the Union of any savings or changes in costs, terms, or conditions of the Benefits Plan. Any savings will be used to improve the plan or to reduce the cost to participants in the plan. There will be no change to the level of benefits without consultation with the Union. There will be no deductibles, and if fee guides are used, they will be the most current available. The Employer is providing a master contract to the Union that details benefits, coverage, and payments.

The benefits plan will be available to all Regular Employees, subject to Article 15.03, who work an average of fifteen (15) hours per week and over and will include: (user is Employee, spouse, and dependent child):

- Prescriptions eighty percent (80%) (mandatory generic substitution)
- Paramedical six hundred dollars (\$600) per user per year
- Hospital - private room one hundred percent (100%)
- Professional and Medical Care coverages one hundred percent (100%)
- Eligible medical equipment and supplies one hundred percent (100%)
- Dental Care eighty percent (80%) Basic, endodontic, and periodontal – fifty percent (50%) Major restorative services to a total of one thousand dollars (\$1000) for basic, endodontic, periodontal, and major restorative services combined.
- Hearing aids eight hundred dollars (\$800) once every 5 years
- Glucometers seven hundred dollars (\$700) lifetime maximum
- Home Nursing Care ten thousand dollars (\$10,000) per year
- Speech aids one thousand dollars (\$1000) lifetime
- Prosthetic equipment ten thousand dollars (\$10,000) lifetime
- Therapeutic equipment ten thousand dollars (\$10,000) lifetime
- Wigs and hair pieces three hundred dollars (\$300) per year when medically necessary
- Five hundred thousand dollars (\$500,000) (overall maximum) Accidental Death, Disease, and Dismemberment
- Five hundred thousand dollars (\$500,000) (overall maximum) individual Employee life insurance
- Ten thousand dollars (\$10,000) life insurance for spouse
- Five thousand dollars (\$5,000) life insurance for dependent child
- Vision Care three hundred dollars (\$300) per eligible Employee every two years
- Eye exams sixty dollars (\$60) per person once every 24 months

- Smoking cessation aids five hundred dollars (\$500) lifetime maximum
- Custom made orthotic inserts four hundred dollars (\$400) per year
- Custom made orthopaedic shoes four hundred dollars (\$400) per year
- Emergency Travel Assistance (maximum 90 days, 100% coverage subject to limitations) maximum 2 million dollars (\$2,000,000), per emergency
- Access to Employee and Family Assistance Program (EFAP)
- Access to People Connect, for mental health concerns

In all instances refer to the Benefits Handbook as some restrictions may apply.

Premium costs to provide benefits will be split based on a 70% Employer and 30% Employee split.

15.02 An Employee hired prior to and including the fifteenth (15th) of the month will be deemed to have commenced employment at the beginning of the month and an Employee who commenced employment after the fifteenth (15th) of the month will be deemed to have commenced employment at the beginning of the next succeeding month for the purpose of determining the effective date of benefits coverage.

15.03 A Part-time Employee shall be eligible for benefits on a pro-rata basis in the proportion that their hours of work bear to the hours of work of a Full-time Employee.

15.04 **Long-Term Disability Plan**

The Employer shall contribute seventy percent (70%) of the annual premium spread out monthly to a Long-Term Disability Plan. This clause applies to Employees who regularly work fifty-five (55) hours or more per month. Long Term Disability benefits will be sixty-six and two thirds' percent (66 2/3 %) of regular monthly earnings.

15.05 **Pension Plan**

In this Article, the terms used shall have the meanings as described:

"Plan" is defined as the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" is defined as 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" is defined as full-time and part-time Employees in the bargaining unit who have completed four hundred eighty (480) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan. Eligible Employee is further defined as a full-time Employee or permanent part-time Employee who regularly works fifty-five (55) hours or more per month.

Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to four percent (4%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to four percent (4%) of Applicable Wages to 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 but for their age or their receipt of a pension from the Plan four percent (4%) 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.

The Employee and Employer contributions shall be remitted to the Plan within thirty (30) days after the end of the calendar month in which the pay periods ends for which the contributions are attributable.

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 the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit of 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 exceed that which the Employer would have if the Plan were a defined contribution plan.

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 each eligible Employee.

- (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 include hours from date of hire to Employer's fund entry date (for purposes of calculating 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) Full 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 1st
 - (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 Safety and Insurance Board 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.

The Employer acknowledges and agrees that, in addition to action which the Union may take to enforce the obligations of the Employer under this Article, the Trustees of the Plan may take action as well. The Employer agrees that if it is delinquent in remitting the Employee portion of contributions to the Plan or in making its own contributions, the Trustees may require the Employer to pay in addition to such contributions, interest on the overdue contributions and payment of liquidated damages. These payments may be required in recognition of administrative costs, inconvenience, and loss of use of the contributions of the Plan arising from late contributions to the Plan.

- 15.06 An Employee hired prior to and including the fifteenth (15th) of the month will be deemed to have commenced employment at the beginning of the month and an Employee who commenced employment after the fifteenth (15th) of the month will be deemed to have commence employment at the beginning of the next succeeding month for the purpose of determining the effective date of benefits coverage.

ARTICLE 16 – EMPLOYMENT

- 16.01 The normal probationary period for new Employees shall be four hundred eighty (480) hours.
- 16.02 At the completion of two hundred and forty (240) hours, probationary Employees shall be provided a written performance appraisal. If the performance appraisal justifies an extension of the probation period, a one (1) time extension of two hundred and forty (240) hours shall be allowed, with the agreement of the Foundation, Union, and Employee. A request to extend the probationary period must be made in writing prior to the completion of the original probationary period.
- 16.03 New Employees who do not meet the requirements of the position during the probationary period shall be terminated.
- 16.04 The Foundation shall submit to the Union information respecting all appointments, hirings, lay-offs, transfers, recalls and terminations of employment affecting positions within the bargaining unit.
- 16.05 The Employee shall give the Employer ten (10) calendar days' notice of termination unless mutually agreed.
- 16.06 It is agreed that a performance review may be completed by the Employer once each calendar year. Performance reviews shall be non disciplinary and shall not be used to discipline the Employee or in disciplinary hearings.

ARTICLE 17 – PROMOTION

- 17.01 In making promotions, transfers, demotions, lay-offs, permanent Employee reductions and recalls to vacant positions coming within the jurisdiction of the Union, the required ability, knowledge, qualifications and skills contained in the job posting shall be the primary considerations and where two (2) or more applicants are equally qualified to fulfil the duties of the position, seniority shall be the determining factor.
- 17.02 A permanent Employee who has been selected to fill another permanent position shall have a trial period of three (3) months. This trial period may be extended a further three (3) months, upon mutual agreement between the Union, the Employee, and the Employer. During the trial period, an Employee may elect to revert to their former position or may be reverted by the Foundation.

ARTICLE 18 – LAY-OFFS AND RECALLS

18.01 Role of Seniority in Lay-Offs

In the event of a lay-off, as a result of a shortage of work, Employees shall be laid off within each affected classification in the reverse order of their seniority, provided they have the required knowledge, qualifications, and skills to fill the positions available.

- 18.02 Employees shall be recalled in the order of their seniority within the affected classification when work becomes available provided, they have the required knowledge, qualifications, and skills to fill the position available.
- 18.03 No new Employees will be hired until those laid off who have the required knowledge, qualifications, and skills to fill the positions available have been given an opportunity of recall.

18.04 Recall Period

The Union and the Employer agree that any Employee(s) subject to a layoff as per Article 18 shall be eligible for recall for a period up to one (1) year.

At the end of one (1) year or if the Employee accepts an offer of alternate employment from the Employer all recall rights are terminated.

ARTICLE 19 – POSTING AND FILLING VACANCIES

- 19.01 Any vacancy in a position or a newly created permanent position within the jurisdiction of the Union which is intended to be filled, must be posted immediately and shall remain posted for a period of seven (7) calendar days in all departments and locations having jobs coming within the jurisdiction of the Union. Positions posted shall be filled within fifteen (15) working days except for extenuating circumstances.
- 19.02 All job postings shall contain at least the following information: nature of the position, qualifications, required knowledge and education, skills, shift and wage or salary rate.
- 19.03 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.
- 19.04 A copy of all posting shall be sent to the Union, with a copy to the Site Vice-President and/or Shop Steward.
- 19.05 All applications shall be addressed to the head of the department in which the vacancy occurs. The department head shall notify the Union with a copy to the Site Vice-President and/or Shop Steward of the proposed appointee and the names of all Employees who were unsuccessful applicants, upon the completion of the selection process. The department head shall also notify each Employee who was an unsuccessful applicant of the name of the successful applicant.
- 19.06 A posting shall not be necessary when the senior Employee in a subordinate position is selected by the Foundation to fill the vacancy.

ARTICLE 20 – SENIORITY

- 20.01 Seniority shall be the length of continuous service in positions coming within the jurisdiction of the Agreement. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, vacation, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.
- 20.02 A temporary transfer from one (1) branch of a department to another branch of the same department or from one (1) department to another department for a period of less than twelve (12) months, even if such a transfer is outside the jurisdiction of the Union, shall not affect the normal seniority standing of such Employee.
- 20.03 A list showing the seniority of Employees within the jurisdiction of the bargaining unit shall be furnished annually by the Foundation to the Union upon request. Such list shall reflect the full-time, part-time, or casual status of the Employee.

20.04 An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Foundation. An Employee shall only lose their seniority in the event:

- (i) they are discharged for just cause and are not reinstated.
- (ii) they resign.
- (iii) they are laid off and fail to report for work within five (5) working days after being notified in writing to do so. It shall be the responsibility of the Employee to keep the Foundation informed of their current address.
- (iv) they are laid off for a period in excess of twelve (12) months.

ARTICLE 21 – CLASSIFICATION

21.01 The establishment and maintenance of a classification plan covering Employees within the jurisdiction of the Union shall be the responsibility of the Foundation.

21.02 Where the Foundation creates a new classification which is not included in this Agreement, or where the duties of an existing classification are altered so as to substantially change the nature of the work being performed, or where an Employee feels that they are improperly classified, the rate of pay shall be subject to negotiations between the Foundation and the Union. If the parties are unable to agree on the rate of pay for the position in question, or whether the Employee is correctly classified, the dispute shall be submitted to the grievance and arbitration procedure. The final rate of pay as agreed upon or as determined by an arbitration board shall be retroactive to the date of appointment to the new classification.

ARTICLE 22 – GRIEVANCE PROCEDURE

22.01 Any difference concerning the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether the difference is arbitrable, shall be settled without stoppage of work or refusal to perform work in accordance with the following procedures.

22.02 Grievances shall be of two (2) types, namely:

- (i) Individual grievances, that is, grievances relating to or affecting the rights of one (1) or more specific individuals.
- (ii) Policy grievances, that is, grievances which may not be made a grievance by an individual Employee but by a group of individual Employees. It shall be filed with the Board.

22.03 The procedure for the settling of grievances shall be as follows:

- (a) Individual grievances shall be initiated in writing within twenty (20) working days from the date the incident giving rise to the grievance came to the attention of the individual concerned and shall be initiated by the Union on behalf of the individual concerned with the supervisor of the individual concerned.

- (b) Step 1: The supervisor shall convene a meeting within ten (10) working days of receiving the grievance in order to review the grievance and shall provide the Union and the Grievor with a written decision together with the reasons therefore within ten (10) working days of the meeting.
- (c) Step 2: If the decision of the supervisor does not settle the grievance, the Union shall within twenty (20) working days from the date that the decision was received by the Union, appeal the decision in writing to the Chief Operating Officer 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.
- (d) The Chief Operating Officer, or their designate, shall hold a hearing within twenty (20) working days of the date that they received the grievance and a written decision on the grievance together with the reasons therefore shall be given to the Union within twenty (20) working days of the hearing.
- (e) Step 3: If the decision of the Chief Operating Officer or their designate, does not settle the grievance, the Union shall within twenty (20) working days from the date the decision was received by the Union, providing that the grievance has been properly processed in accordance with the grievance procedure, refer the grievance to either mediation, a single arbitrator, or an arbitration board as hereinafter set out.
- (f) A policy grievance shall be initiated within twenty (20) working days from the time of the incident which gives rise to 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.
- (g) For the purposes of Article 22.03, "working days" shall mean consecutive days exclusive of Saturdays, Sundays and Statutory Holidays.

22.04 Where there is a failure by the Employer or the Union to follow the grievance procedure, including a failure to comply with any of the time limits prescribed in the grievance procedure, the grievance shall be deemed to have been conceded.

22.05 **Amending of Time Limits**

Time limits in the grievance procedure may be extended by mutual agreement in writing between the Foundation and the Union. Days referred to in the grievance procedure shall be exclusive of Saturdays, Sunday, and Statutory Holidays. The time limits in this agreement are not mandatory but merely discretionary.

22.06 **Composition of Board Arbitration**

- (a) When either party requests that a grievance be submitted to arbitration, the request shall be made to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer indicating the name and address of its appointee to the arbitration board. The two (2) appointees shall then meet to select an impartial chairperson.
- (b) **Failure to Appoint**
If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

- (c) If there is no resolve at Step 2 the parties may mutually agree to mediation. After receipt of the decision from the Chief Operating Officer either party may request Mediation. The Mediator shall be chosen by mutual agreement between the parties and shall meet with the Parties within five (5) days of the request to:
- i) investigate the dispute
 - ii) define the issues in dispute and
 - iii) make written recommendations to resolve the dispute

The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute.

During the proceedings, the Parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged.

The Mediator shall not have the power to change this Agreement or to alter, modify or any of its provisions. The expenses of the Mediator shall be equally borne by both parties.

If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration.

(d) **Board Procedure**

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed.

(e) **Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding, and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

(f) **Expenses of the Board**

Each party shall pay:

- 1) The fees and expenses of the arbitrator it appoints.
- 2) One-half (1/2) of the fees and expenses of the Chairperson.

- (g) Notwithstanding the above, the parties may by mutual agreement refer a dispute to a single Arbitrator with each party paying one-half (1/2) of the cost of such single Arbitrator. The single Arbitrator shall have the same powers as an Arbitration Board and the Award shall be final and binding upon the parties.

22.07 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any Employee(s) concerned as witnesses and any other witnesses.

All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

22.08 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for settling of grievances, the Foundation acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The steward may assist any Employee which the steward represents in preparing and presenting their grievance in accordance with the grievance procedure.

22.09 Permission to Leave Work

The Foundation agrees that stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties while investigating a grievance as provided in this agreement. The Union recognizes that each steward is employed by the Foundation and that they will not leave their work during working hours without first obtaining the permission of their Supervisor in accordance with Clause 13.02(ii).

ARTICLE 23– STAFF MEETINGS/COURSES/TRAINING

23.01 Employees who are required by the Employer to attend staff meetings, courses or other training shall receive their basic hourly rate of pay. Registration fees and other course/training related expenses shall be paid by the Employer.

23.02 Employees attending a course as required by the Employer shall be entitled to use the vehicle allowance if the course is not at their normal place of employment.

23.03 While on courses and training required by the Employer, Employees shall be reimbursed for accommodation and receive a per diem for meals and other expenses at the rate set by the Foundation with receipts.

23.04 Medication Assistance Program (MAP)

The Employer accepts all responsibility for all prescription drugs and/or medicines held on the premises that are not under the immediate control of the respective prescribed resident and shall not hold liable any Employee covered by this collective agreement for any incident occurring related to such prescription drugs and or medicines if such Employee is operating under MAP guidelines or Alberta Health Services Policy.

ARTICLE 24 – USE OF PERSONAL VEHICLE

24.01 Employees required to use their own vehicle at the Employer's request shall be allowed fifty-four cents (\$0.54) per kilometer traveled on Employer business to compensate for this usage.

ARTICLE 25 – JOINT COMMITTEES

25.01 Occupational Health and Safety Committee

- (a) The Employer and the Union agree that health and safety in the workplace is paramount and must be considered prior to any work being performed. The Employer and the Union agree that, as a minimum, all Occupational Health and Safety and Workers' Compensation Board legislation must be adhered to at all times and that the Employer, and all Employees are responsible for safe work practices.
- (b) Employees are required to report any unsafe conditions to their supervisor. If the unsafe condition is not corrected, the Employee shall bring the matter to the attention of the Union.
- (c) The terms of reference for the Committee will be developed jointly by the Employer and the Union.

25.02 Labour-Management Committee

- (a) It is agreed that a Labour-Management Committee will be established consisting of up to three (3) representatives from both the Local (which shall be Employees from within the bargaining unit) and the Employer. The CUPE National Representative may also attend the Labour-Management Committee.
- (b) Meetings to be held three (3) times per year, or at the request of either party to discuss issues of mutual concern. Labour-Management meetings will be held during the normal working day.
- (c) Employee representatives cited under Clause 25.02(a) shall not suffer any loss of pay, seniority or benefits while attending a Labour-Management Committee meeting during their scheduled hours of work. Should an Employee who is not on duty with the Employer at the time of the Labour-Management Committee meeting attend the meeting, they shall be compensated by the Employer, for the actual time of the meeting.
- (d) The terms of reference for the Committee will be developed jointly by the Employer and the Union.

IN WITNESS WHEREOF the parties hereto have caused these present to be executed by their duly authorized officers on their behalf on this day and year written below.

Signed this 29 day of November, 2023.

On behalf of the Eagle Hill Foundation

**On behalf of the Canadian Union of
Public Employees Local 1461**

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

APPENDIX 1 – WAGES

Effective January 1, 2022 (0% increase)

POSITION	START RATE	Year 1	Year 2	Year 3	Year 4	Year 5
CARE AIDE (in HCA Course)	\$18.63	\$19.12	\$19.69	\$20.29		
COOK	\$17.16	\$18.28	\$18.82	\$19.39		
HOUSEKEEPER	\$16.41	\$17.54	\$18.06	\$18.61		
KITCHEN PREP	\$16.41	\$17.54	\$18.06	\$18.61		
MAINTENANCE	\$17.58	\$18.69	\$19.25	\$19.83		
RECREATION AIDE	\$16.81	\$17.98	\$18.52	\$19.07		
SEASONAL STUDENT	\$15.68					

POSITION	Start Rate	Year 1	Year 2	Year 3	Year 4	Year 5
HEALTH CARE AIDE		\$19.90	\$20.88	\$21.90	\$22.94	\$23.65

*** One Time Payment of \$350.00 per Full Time and Part Time Employee, effective January 1, 2023

*** One Time Payment of \$175.00 per Temporary and Casual Employee, effective January 1, 2023

Effective January 1, 2023 (1.0% Increase)

POSITION	START RATE	Year 1	Year 2	Year 3	Year 4	Year 5
CARE AIDE (in HCA Course)	\$18.82	\$19.31	\$19.89	\$20.49		
COOK	\$17.33	\$18.46	\$19.01	\$19.58		
HOUSEKEEPER	\$16.57	\$17.72	\$18.24	\$18.80		
KITCHEN PREP	\$16.57	\$17.72	\$18.24	\$18.80		
MAINTENANCE	\$17.76	\$18.88	\$19.44	\$20.03		
RECREATION AIDE	\$19.19	\$19.68	\$20.27	\$20.88		
SEASONAL STUDENT	\$15.84					

POSITION	Start Rate	Year 1	Year 2	Year 3	Year 4	Year 5
HEALTH CARE AIDE		\$20.10	\$21.09	\$22.12	\$23.17	\$23.89

***** Recreation Aide Classification had a regrade in wage rates, effective January 1, 2022**

Effective July 1, 2023 (1.0% Increase)

POSITION	START RATE	Year 1	Year 2	Year 3	Year 4	Year 5
CARE AIDE (in HCA Course)	\$19.00	\$19.50	\$20.09	\$20.70		
COOK	\$17.50	\$18.65	\$19.20	\$19.78		
HOUSEKEEPER	\$16.74	\$17.89	\$18.42	\$18.98		
KITCHEN PREP	\$16.74	\$17.89	\$18.42	\$18.98		
MAINTENANCE	\$17.93	\$19.07	\$19.64	\$20.23		
RECREATION AIDE	\$19.38	\$19.88	\$20.47	\$21.09		
SEASONAL STUDENT	\$16.00					

POSITION	Start Rate	Year 1	Year 2	Year 3	Year 4	Year 5
HEALTH CARE AIDE		\$20.30	\$21.30	\$22.34	\$23.40	\$24.13

Effective January 1, 2024 (2.0% Increase)

POSITION	START RATE	Year 1	Year 2	Year 3	Year 4	Year 5
CARE AIDE (in HCA Course)	\$19.38	\$19.89	\$20.49	\$21.11		
COOK	\$17.85	\$19.02	\$19.58	\$20.18		
HOUSEKEEPER	\$17.07	\$18.25	\$18.79	\$19.36		
KITCHEN PREP	\$17.07	\$18.25	\$18.79	\$19.36		
MAINTENANCE	\$18.29	\$19.45	\$20.03	\$20.63		
RECREATION AIDE	\$19.77	\$20.28	\$20.88	\$21.51		
SEASONAL STUDENT	\$16.32					

POSITION	Start Rate	Year 1	Year 2	Year 3	Year 4	Year 5
HEALTH CARE AIDE		\$20.71	\$21.73	\$22.79	\$23.87	\$24.61

Acknowledging past practice, the Union and the Employer agree Employees holding more than one part-time position, or a part-time position and a casual position, in separate classifications, shall calculate all hours worked in those separate classification positions towards the two thousand and eighty (2080) worked hours required to move to the next highest step in the Pay Grid.

It is understood that when the two thousand and eighty (2080) hours worked has been reached the Employee(s) step moves to the next highest step for each of the different classification positions held by that Employee.

The above does not apply to Health Care Aides (HCA). Progression to next step of their classification can only be achieved by hours worked in that classification.

LONG SERVICE PAY

In recognition that a long-term Employee is of increased value to the Employer through acquired knowledge and experience, the Employer agrees to Long Service Pay in accordance with the following table.

YEARS OF SERVICE	PAY
At ten (10) years	\$250.00
At fifteen (15) years	\$500.00
At twenty (20) years	\$1,000.00
At twenty-five (25) years	\$1,500.00
At thirty (30) years	\$2,000.00

LETTER OF UNDERSTANDING #1

BETWEEN

EAGLE HILL FOUNDATION
(hereinafter referred to as the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES
(CUPE) Local 1461
(hereinafter referred to as the "Union")

RE: HEALTH CARE AIDE (HCA) POSITIONS

Prior to initially posting any Health Care Aide (HCA) positions at one (1) of the Foundation's facilities, a work schedule shall be provided.

All HCA positions required by the Foundation at one (1) of its facilities shall be offered first to current Employees through a posting as provided in Article 19, provide the applicant meets the qualifications required for the HCA course. Permanent Employees shall be given preference over relief Employees.

The Employer agrees to loan Employees sixty-seven percent (67%) of the total tuition upon the request of the Employee, less any monies received by the Employee (up to the amount of the loan) in the form of a bursary or grant from Norquest College or any other source, who meet the qualifications stated above. The Employee shall be responsible for thirty-three percent (33%) of the total tuition. The Employer also agrees to pay for one-half (1/2) of the cost of Hepatitis B shots when the Employee provides receipts for these shots.

Employees who remain employed by the Employer shall have their loan forgiven after having worked fourteen hundred and fifty (1450) hours following the completion of the HCA course.

Employees who leave prior to fourteen hundred and fifty (1450) hours after the completion of the course shall be required to repay the Employer for the entire loan.

Further, any Employee awarded an HCA position posted pursuant to this letter and upon successful completion of the course shall be in trial period of seventy-five (75) shifts. During this trial period, the Employee may choose to return, or the Employer may direct the Regular Employee to return to the Regular Employee's former position and basic rate of pay without loss of seniority.

This letter of understanding shall remain in force as long as the Collective Agreement remains in force.

Signed this 29 day of November, 2023.

On behalf of the Eagle Hill Foundation

[Handwritten Signature]

[Handwritten Signature]

**On behalf of the Canadian Union of
Public Employees Local 1461**

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

LETTER OF UNDERSTANDING #2

BETWEEN

EAGLE HILL FOUNDATION
(hereinafter referred to as the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES
(CUPE) Local 1461
(hereinafter referred to as the "Union")

RE: 12- HOUR SHIFTS – HEALTH CARE AIDES AND CARE AIDES AT EAGLE HILL LODGE IN WILLINGDON

The parties to this Collective Agreement have agreed to implement twelve (12) hour shifts and a resultant compressed work week.

The rights and entitlements for Employees working twelve (12) hour shifts are not better or worse than those Employee(s) working regular hours as specified in Clause 8.02 of the Collective Agreement.

The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when twelve (12) hour shifts are implemented all other Articles of the Collective Agreement shall remain in force and effect as between the Parties with amendments to specific Articles as follows:

HOURS OF WORK

As applied to twelve (12) hour shifts, Shift Schedules shall provide for the following:

- (a) no more than four (4) consecutive shifts per week;
- (b) twelve (12) hours between scheduled shifts and forty-eight (48) hours off during the shift changeover.

Day Shift Breaks

- (a) two (2) paid meal periods of thirty (30) minutes;
- (b) two (2) paid rest periods of fifteen (15) minutes during each shift.

Night Shift Breaks

- (a) two (2) paid meal periods of thirty (30) minutes during each shift;
- (b) two (2) paid rest periods of fifteen (15) minutes during each shift.
The extra consideration of paid meal breaks for the night shift is granted with the understanding that Employees are expected to remain at the Lodge for their entire night shift.

OVERTIME

Overtime eligibility is for those hours worked beyond twelve (12) hours per shift, or in excess of eighty (80) hours averaged over a two (2) week period.

STATUTORY HOLIDAYS

Where a Statutory Holiday falls on an Employee's regularly scheduled day off and they are working under the terms of this Letter of Understanding they will be paid an additional eight (8) hours at regular time.

Where the Statutory Holiday falls on the Employee's regularly scheduled day and the Employee is granted the day off, they will be paid twelve (12) hours at regular time.

Where an Employee is scheduled to work on the Statutory Holiday, they will be paid twelve (12) hours of pay for the Statutory Holiday, except for Christmas Day, in addition they will be paid one and one half (1 ½) times their regular rate of pay for all hours worked on the Statutory Holiday.

All other provisions not covered above will apply according to Article 11 – Statutory Holidays.

SICK LEAVE

Full-Time Employees working twelve (12) hour shifts shall earn sick leave credits as follows: one point five zero (1.50) days per month, to a maximum credit of sixty-three (63) working days.

Part-Time Employees shall earn sick leave credits on a pro-rata basis to a Full-Time Employee.

An Employee shall not be entitled to use sick leave credits prior to the completion of their probation period.

VACATION ENTITLEMENTS

The annual vacation entitlement for Employees working twelve (12) hour shift(s) schedules shall correspond to the vacation Clause 12.01, but shall be based upon the equivalent percentage of entitlement of four percent (4%) until completion of third year, six percent (6%) at four (4) years until completion of eighth year, eight percent (8%) at nine (9) years until completion of fifteen (15) years, ten percent (10%) at sixteen (16) years until completion of twenty (20) years, twelve percent (12%) at twenty-one (21) years.

ON BEHALF OF EAGLE HILL FOUNDATION

[Handwritten Signature]
[Handwritten Signature]

DATE _____

ON BEHALF OF CANADIAN UNION
OF PUBLIC EMPLOYEES

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

DATE November 29, 2023

[Handwritten Signature]