

# COLLECTIVE AGREEMENT

between

**THE SMOKY LAKE FOUNDATION**



and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1461**

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

January 1, 2022 – December 31, 2024



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## **COLLECTIVE AGREEMENT**

**- between -**

**THE SMOKY LAKE FOUNDATION** a body corporate incorporated under the laws  
of the Province of Alberta,  
(hereinafter referred to as the "Employer")

**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 of this Collective Agreement:

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

**AND WHEREAS** it is now desirable that matters pertaining to the working conditions of Employees be drawn up in a Collective Agreement and that in consideration of the mutual covenants contained herein, the Employer and the Union each agree with the other as follows:

## **ARTICLE 1 – AMENDMENT AND TERM**

- 1.01 Unless otherwise specifically provided for in this Collective Agreement, this Collective Agreement shall become effective on the date of the execution by the authorized representatives of the parties and shall continue in full force and effect January 1, 2022 until December 31, 2024, and from year to year thereafter unless either party gives notice in accordance with the *Labour Relations Code*.
- 1.02 Amendments to this Collective Agreement may be made at any time by mutual agreement between the parties provided that such amendments are reduced to writing and executed by the authorized representatives of the parties
- 1.03 The Collective Agreement shall apply to Employees of the Employer for whom the Union has the exclusive right to bargain as set out in the Labour Relations Board Certificate No. 289-92 and No. 290-92 or any amendment thereto.

## **ARTICLE 2 – INTERPRETATION**

- 2.01 “The Smoky Lake Foundation” includes Bar-V-Nook Manor and Vilna Lodge.
- 2.02 “Regular Employee” is one who has completed the required probationary period and who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature.
- 2.03 “Full-time Employee” shall mean an Employee who occupies a position designated by the Employer who is regularly scheduled to work full-time hours specified in Article 11.01 as a full-time position and who has completed the required probationary period thereof and who has since remained continuously employed by the Employer. Any Part-time Employee who is regularly scheduled and who has over the course of a six (6) month period regularly worked one hundred sixty (160) hours or more per month shall be considered a Full-time Employee.
- 2.04 “Part-time Employee” shall mean an Employee who has completed the required probationary period thereof, is regularly scheduled to work less than the full-time hours specified in Article 11.01 and who has since remained continuously employed by the Employer.
  - (a) Part-time Employees who have indicated their willingness and availability to accept additional hours, in writing in advance, shall have the first opportunity in accordance with seniority to accept or refuse additional hours available before any hours are offered to Casual Employees provided the Part-time Employee is able to perform the work.

- (b) Part-time Employees who choose to work additional hours available may work up to or over full-time hours but shall not create an overtime situation unless authorized by Lodge Management or, in their absence, the CAO.

2.05 "Casual Employee" shall mean an Employee hired to work on a call-in basis and is not regularly scheduled. A Casual Employee shall receive only those benefits required by statute and the wages stated in this Collective Agreement. Once a Casual Employee has completed four hundred eighty (480) hours worked they will move to the regular rates of pay. A Casual Employee may be terminated for just cause without recourses beyond Step 2 of the grievance procedure.

- (a) The provisions of this Collective Agreement shall not apply to Casual Employees except for the following Articles:

- Article 1: Amendment and Term
- Article 2: Interpretation
- Article 3: Management Rights
- Article 4: Union Security
- Article 5: No Discrimination
- Article 7: Probationary Period - Article 7.05 only
- Article 9: Discipline and Termination
- Article 10: Seniority – Article 10.04 only
- Article 11: Working Conditions – Articles 11.02 (a) and (d) only
- Article 12: Overtime
- Article 13: Reporting Pay
- Article 14: Remuneration
- Article 15: General Holiday – Article 15.04 only
- Article 16: Annual Vacation – Article 16.10 only
- Article 21: General Provisions Relating to Leave of Absence – Article 21.03 only
- Article 24: Grievance and Arbitration Procedure
- Article 25: Labour/Management Committee Meetings
- Article 28: Medications
- Article 29: Training
- Article 30: Health Care Aide Training and Financial Assistance
- Article 31: Long Service Increment Bonus

2.06 "Temporary Employee" shall mean an Employee who is hired on a temporary basis for a full-time or part-time position:

- (a) For a specific job of more than three (3) months in duration but less than eighteen (18) months in duration;
- (b) To replace a Full-time Employee who is on an approved Leave of Absence for the duration of the leave;

(c) The provisions of this Collective Agreement shall not apply to Temporary Employees except for the following Articles:

- Article 1: Amendment and Term
- Article 2: Interpretation
- Article 3: Management Rights
- Article 4: Union Security
- Article 5: No Discrimination
- Article 7: Probation – Article 7.05 only
- Article 9: Discipline and Termination
- Article 11: Working Conditions – Articles 11.02 (a) and (d) only
- Article 12: Overtime
- Article 13: Reporting Pay
- Article 14: Remuneration
- Article 15: General Holiday – Article 15.04 only
- Article 16: Annual Vacation – Article 16.10 only
- Article 24: Grievance and Arbitration Procedure
- Article 25: Labour/Management Committee Meetings
- Article 28: Medications
- Article 29: Training

- 2.07 A Full-time Employee or Part-time Employee who is the successful applicant for a temporary position shall revert to their former status and position upon the completion of the temporary position and shall maintain the rights and benefit eligibility they had as a Full-time Employee or Part-time Employee during the duration of the temporary position.
- 2.08 "Regular Rate of Pay" shall mean the rate of pay assigned to the incumbent of a position within the pay range specified for the classification of such position in the Wage Schedule of this Collective Agreement.
- 2.09 "Classification" shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.
- 2.10 Unless otherwise required by the context, all words in the singular shall mean and include the plural and all words in the plural shall mean and include the singular.
- 2.11 All Employees shall receive the wage rates specified in the Wage Schedule. All Full-time and Part-time Employees shall receive sick leave and health benefits specified in this Collective Agreement on a pro-rata basis according to their hours of work.
- 2.12 The provisions of this Collective Agreement shall not be interpreted in such a manner as to permit the duplication or pyramiding of any benefits provided under the terms of this Collective Agreement.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 Management reserves all rights not specifically restricted in this Collective Agreement.
- 3.02 Without restricting the general nature of the foregoing, it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency, and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
  - (b) direct the working force and to create new positions and to determine the number of Employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;
  - (c) hire, promote, classify, transfer within the same site, lay-off and re-call Employees; and
  - (d) demote, discipline, suspend, or discharge for cause.
- 3.03 The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the work force in a discriminatory manner, nor shall these rights be used in any manner which would deprive any Employee of their employment, except through just cause.

### **ARTICLE 4 – UNION SECURITY**

- 4.01 The Employer recognizes the Union as the sole bargaining agent for Employees set out in the Labour Relations Board Certificate No. 289-92 and No. 290-92 or any amendment thereto and who are within the classifications listed in the Hourly Wage schedule of this Collective Agreement.
- 4.02 An Employee shall not enter into any written or oral agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 The Employer shall deduct from Employees within the scope of this Collective Agreement an amount equal to the bi-weekly union dues in a manner which is in keeping with the payroll system of the Employer based on regular bi-weekly wages only. Deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) of the month following, along with a list of the names of the Employees from whom such deductions have been made.

- 4.04 Any correspondence between the parties arising out of this Collective Agreement shall pass to and from the Chief Administrative Officer of the Employer and the President of the Union or the National Representative of the Union.
- 4.05 The Union may post notices on bulletin boards provided that such notices are approved by the Employer.
- 4.06 The Employer agrees to provide thirty (30) minutes, without any loss of pay, to new Employees to receive an orientation from the Union.

#### **ARTICLE 5 – NO DISCRIMINATION**

- 5.01 The Employer and the Union shall comply with all applicable legislation.
- 5.02 There shall be no discrimination, favouritism, interference, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, ancestry, colour, creed, family status, gender, gender expression, gender identity, marital status, physical or mental disability except to the extent permitted by law as a *bona fide* occupational requirement, place of origin, political or religious belief, race, sexual orientation, source of income, nor by reason of their membership or activity in the Union.
- 5.03 The Employer and the Union recognize the right of all Employees to work in an environment free from sexual or personal harassment of any form which is physical or verbal or conduct that undermines an Employee's health, well-being, job practice, or endangers an Employee's employment status or potential.

#### **ARTICLE 6 – NEW CLASSIFICATION**

- 6.01 When a new classification which comes within the scope of this Collective Agreement is created during the term of this Collective Agreement, the rate of pay for such classification shall be subject to negotiations between the parties and failing agreement the rate of pay of such classification shall be subject to grievance.
- 6.02 Existing classifications shall not be eliminated or changed without prior consultation with the Union.

#### **ARTICLE 7 – PROBATIONARY PERIOD**

- 7.01 Full-time Employees and Part-time Employees, upon hiring shall serve a probationary period of four hundred eighty (480) hours worked.

- 7.02 New Employees will be required to consent to a vulnerable sector criminal record check and, notwithstanding Articles 7.01 and 7.04, will remain on probation until the vulnerable sector criminal record check has been completed to the satisfaction of the Employer.
- 7.03 The Employer has the right to terminate the employment of a Probationary Employee at any time for any reason during the probationary period without notice or payment in lieu of notice. Such termination is not subject to the grievance procedure.
- 7.04 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 in accordance with Article 7.01 and notify the Union and the Employee of the reasons for the extension. The probationary period may be extended up to an additional three (3) months. If an Employee is terminated during such an extension of the probationary period in accordance with Article 7.03, the Employee will be entitled to one (1) week's notice or payment in lieu of notice.
- 7.05 A Casual Employee or Temporary Employee if hired into a Full-time or Part-time Employee role will be required to serve a probationary period.

## **ARTICLE 8 – PROMOTIONS**

- 8.01 In making promotions to vacant positions coming within the scope of this Collective Agreement, the required knowledge, qualifications and skills contained in the job postings shall be the primary considerations and where two (2) or more applicants are determined by the Employer to be equally qualified to fulfil the duties of the position, seniority shall be the determining factor.
- 8.02 When a new position is created, or when a vacancy occurs, which shall include the resignation of an incumbent, which the Employer decides to fill, inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards at both sites for a minimum of two (2) weeks, so that all members will know about the vacancy or new position. Positions shall be advertised within two (2) weeks of vacancy and filled within thirty (30) calendar days of the closing date of the posting. Positions posted shall state the approximate number of hours or shifts for the position. In the event no applications are received within the above timelines, the Employer may fill the position at their discretion.
- 8.03 Vacancies intended to be filled shall be posted internally and advertised externally concurrently. The internal applications by Employees will be fully processed before any external candidates are considered.

8.04 A Regular Employee who is the successful applicant on a posting shall be considered on a trial period in the new position for four hundred and eighty (480) hours worked following the date of the appointment. During this trial period, the Employee may choose, or the Employer may direct the Employee, to return to the Employee's former position and basic rate of pay without loss of seniority.

## **ARTICLE 9 – DISCIPLINE AND TERMINATION**

9.01 The Employer may give an Employee a written warning notice or a notice of discipline for a misconduct or poor performance. Copies of all warning notices, or notices of discharge, suspension or other discipline shall be provided to the Union. Where an Employee is discharged, suspended or otherwise disciplined for just cause and such discharge, suspension or discipline in the opinion of the Employee and/or 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 Collective Agreement.

9.02 An Employee shall have the right to have access to and review their personnel records, and shall provide a written request to site managers to initiate access to their records within a reasonable period of time. An Employee shall have the right to make copies of any material contained in their personnel records. An Employee shall have the right to respond in writing to anything in their personnel file, which will be included in their personnel file.

9.03 Past Warning Notices or Notices of Discipline shall be deemed void after a regular Employee has maintained a clear record for a period of eighteen (18) months.

9.04 An Employee who is absent for three (3) consecutive scheduled working days without providing prior notice shall be deemed to have abandoned their employment with the Employer.

9.05 In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

9.06 Employees shall be provided with a copy of all of their own yearly Employee evaluations.

## **ARTICLE 10 – SENIORITY**

10.01 Seniority shall be determined by length of continuous service as a Regular Employee based upon their date of hire.

10.02 Upon successful completion of the probationary period, an Employee shall be credited with seniority from the date they last commenced continuous service.

10.03 Seniority shall not be considered broken by reason of absence due to sickness, accident, lay-off for periods of less than twelve (12) calendar months, or leave of absence approved by the Employer. Where such absence exceeds thirty (30) calendar days, seniority shall cease to accrue after the thirtieth (30<sup>th</sup>) day and during the remainder of such absence.

10.04 Casual Employees will accrue seniority based on actual hours worked to be used for seniority among other casuals. Casuals will be considered before and given preference over external applicants.

## **ARTICLE 11 – WORKING CONDITIONS**

11.01 The normal hours of work for Full-time Employees shall be eight (8) hours per day exclusive of meal breaks and an average of eighty (80) hours over a two (2) week period. The work week shall commence on Sunday.

11.02 (a) Hours of work for Part-time, Casual and Temporary Employees shall consist of:

(i) a minimum of three (3) hours per shift;

(ii) up to eight (8) hours in any one (1) day.

(b) Employees who are scheduled to rotate shifts (days, evenings and nights) shall be assigned no less than one-third (1/3) day shifts unless mutually agreed to, between the Employer and the Union. The Employer shall consider requests by Employees, on the basis of seniority, to work permanent evenings and/or nights.

(c) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for Employees shall provide for:

i) not more than two (2) different shift starting times between days off;

ii) at least two (2) consecutive days off per week.

(d) Employees who wish to be considered for additional hours of work:

- (i) that are made available to relieve for absence; or
- (ii) are not regularly scheduled;

shall advise the manager in writing. Subject to Article 2.04(a), such additional hours of work shall be distributed as equally as possible among the Part-time and Casual Employees who have requested additional hours of work and who have not yet worked full-time hours on the basis of seniority. 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. To maintain eligibility, Casuals must supply their availability by the first day of each month. Failure to provide availability shall render the Casual Employee inactive. Three (3) consecutive months as an inactive or unavailable Casual Employee, except for illness, injury or other reason acceptable to the Employer may result in termination of employment.

(e) Emergent Situations

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

- 11.03 Days off for Employees shall be scheduled consecutively and shall be planned in such a way as to equally distribute weekends as much as possible. An Employee shall not be scheduled to work more than six (6) consecutive days except as mutually agreed between the Employer and the Union.
- 11.04 Each Employee shall be permitted a thirty (30) minute rest period within each five (5) consecutive hours of their normal shift.
- 11.05 The hours of work set forth herein are stated solely for the purpose of determining any premium pay which might accrue to an Employee and shall not be construed as a guarantee of any minimum nor a restriction on any maximum hours of work which may be assigned.
- 11.06 The hours and days of work of each Employee shall be posted in an appropriate place at least two (2) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the Employee. The Union Coordinator will make shift schedules available to the Union.
- 11.07 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 any hours worked during such normal rest periods.

#### 11.08 Shift Differential

- (a) An Employee who works between the hours of 4:00 p.m. and 8:00 a.m. shall receive a shift differential of three dollars and twenty-five cents (\$3.25) per hour for each hour worked.
- (b) An Employee who works on a Saturday and/or Sunday shall receive an additional two dollars and forty-five cents (\$2.45) per hour for each hour worked.

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

11.10 When an Employee is required by the Employer to report to another lodge, the Employer shall pay a transportation allowance of fifty-four cents (\$0.54) per kilometer.

11.11 When an Employee is required to use their personal vehicle for purposes of the Employer, they shall be reimbursed at the rate of fifty-four cents (\$0.54) per kilometer.

11.12 It is agreed that two (2) Employees will be scheduled between the hours of 5:30 pm and midnight at Bar-V-Nook Manor, seven (7) days per week.

#### **ARTICLE 12 – OVERTIME**

12.01 Where an Employee is required by the Employer to work in excess of eight (8) hours per day/eighty (80) hours over a two (2) week rotation, all such work shall be considered overtime and shall be paid at one and one half (1½) times per regular hourly rate of pay for each hour worked.

12.02 Hours worked on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive days of work by an Employee where such day(s) is not a scheduled day of work shall be paid at two (2) times the regular rate of pay of the Employee.

12.03 Employees shall not have any hours of work reduced during their regular shift to equalize any overtime worked previously.

## **ARTICLE 13 – REPORTING PAY**

- 13.01 An Employee who reports for work as scheduled and is sent home by the Employer prior to commencing four (4) hours of work shall be paid for four (4) hours at their regular rate of pay for inconvenience suffered. This provision shall not operate when the Employee is contacted prior to such attendance at work and is informed that no work is available.
- 13.02 An Employee who is called in by management and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at regular rates, unless overtime provisions apply as per Article 12, whenever there is a break between the Employee's regularly scheduled hours and the work the Employee is called in to do. Employees will be paid for only one (1) callback per three (3) hour period. When the work called back for is completed, the Employee shall be allowed to leave.
- 13.03 a) On-call duty shall mean any period during which an Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report for work.
- b) For each assigned week of authorized on-call duty, a Regular Employee shall be paid one hundred (\$100) dollars.

## **ARTICLE 14 – REMUNERATION**

- 14.01 Employees shall be paid on a biweekly basis in accordance with the regular rates of pay as set forth in Appendix "A" for hours worked. On each payday each Employee shall be provided with an itemized statement of earnings and deductions. Employees shall be paid by direct deposit to the financial institution of their choice.

## **ARTICLE 15 – GENERAL HOLIDAYS**

- 15.01 The following days are General Holidays:

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

And any other day proclaimed as a General Holiday by the Federal or Provincial Governments.

15.02 Full-time Employees will be paid for General Holidays as follows:

- (a) An Employee who is scheduled and works on a General Holiday shall be paid two-and-one-half ( $2\frac{1}{2}$ ) times their regular rate of pay. It is understood that two-and-one-half ( $2\frac{1}{2}$ ) times will mean General Holiday pay for the regularly scheduled hours of work plus one-and-one-half ( $1\frac{1}{2}$ ) times their basic rate of pay for all hours worked on a General Holiday.
- (b) An Employee who agrees to work a non-scheduled shift on a General Holiday shall be paid one-and-a-half ( $1\frac{1}{2}$ ) times their regular rate of pay.
- (c) An Employee who is on annual vacation on a scheduled workday shall be paid for the day and no vacation hours shall be deducted from their vacation bank.
- (d) Where the General Holiday falls on an Employee's regularly scheduled day of work, and the Employee does not work, the Employee shall be paid for that day. Their pay shall be based on their basic rate of pay for the full-time hours as per Appendix A.
- (e) In respect of each General Holiday which falls on an Employee's regularly scheduled day off and for which the Employee qualifies, the Employer shall provide such Employee with:
  - i) an alternative day off with pay in lieu, or
  - ii) a day's pay in lieu.

An Employee shall be paid for a General Holiday for which they are qualified at their regular rate of pay for the Employee's normal daily hours of work.

15.03 All Permanent Part-time, Temporary and Casual Employees shall receive General Holiday pay at the rate of five percent (5%) of their regular earnings paid at their regular rate of pay in lieu of the General Holiday and paid on each pay cheque.

15.04 Part-time, Temporary and Casual Employees shall be paid one and one half ( $1\frac{1}{2}$ ) times their basic rate of pay for all hours worked on a General Holiday.

15.05 To qualify for General Holiday pay, the Employee must:

- (a) have worked for the Employer no less than thirty (30) shifts in the twelve (12) month period preceding any General Holiday;
- (b) have worked their scheduled shift immediately preceding and immediately following the General Holiday except where the Employee is absent due to illness or for other reasons acceptable to the Employer;

(c) work on the General Holiday when the Employee is scheduled or required to do so.

15.06 When a General Holiday for which an Employee is qualified falls during their vacation period, a day shall be added to their vacation period and not deducted from the Employee's vacation entitlement.

## **ARTICLE 16 – ANNUAL VACATION**

16.01 Permanent Full-time Employees shall accrue vacation with pay in accordance with their years of continuous employment, and Part-time Employees shall receive the same annual vacation with pay on a pro-rated basis, as follows:

Less than one (1) year	Ten (10) scheduled working days or prorated portion thereof Part-time Employees – 4%
One (1) year or more	Fifteen (15) scheduled working days or prorated portion thereof Part-time Employees – 6%
On the sixth (6 <sup>th</sup> ) anniversary of employment and each year thereafter	Twenty (20) scheduled working days or prorated portion thereof Part-time Employees – 8%
On the thirteenth (13 <sup>th</sup> ) anniversary of employment and each year thereafter	Twenty-five (25) scheduled working days or prorated portion thereof Part-time Employees – 10%
On the twentieth (20 <sup>th</sup> ) anniversary of employment and each year thereafter.	Thirty (30) scheduled working days or prorated portion thereof Part-time Employees – 12%

16.02 Vacation pay shall be at the regular rate of pay of the Employee.

16.03 As far as possible, Employees shall be granted their choice of vacation periods according to seniority within each classification, but the right to allot vacation periods is reserved by the Employer. If the Employer refuses the choice of an Employee for their vacation period, the Employee shall be notified in writing within fourteen (14) calendar days and provided with the reason therefore.

16.04 All Employees shall receive their vacation pay based upon years of service as set forth in Article 16.01 above. Vacation pay shall be paid at the time the vacation is taken.

- 16.05 The vacation year shall be January 1<sup>st</sup> through December 31<sup>st</sup> inclusive.
- 16.06 Vacation entitlement shall be taken in the year it is earned with the following exceptions:
- (a) Employees who are serving probation in accordance with Article 7 who cannot take vacation until they have successfully completed probation.
- 16.07 Vacation with pay shall not accrue during periods when the Employee is:
- (a) on lay off;
  - (b) in receipt of compensation from the Workers' Compensation Board in excess of thirty (30) days; or
  - (c) on leave of absence in excess of thirty (30) calendar days for any reason.
- 16.08 An Employee must receive final approval from their Lodge Manager with respect to when the Employee's annual vacation is to be taken:
- (a) All vacation time requests involving more than two (2) days off must be submitted to their Lodge Manager for approval by March 15<sup>th</sup> at the latest and will be approved based on seniority.
  - (b) In the event an Employee wishes to take holidays before March 15<sup>th</sup>, a vacation request is to be made by December 1<sup>st</sup> of the preceding year.
  - (c) Any vacation requests made after March 15<sup>th</sup> will be reviewed on a first-come, first-served basis, though requests made before March 15<sup>th</sup> take precedence.
  - (d) Vacation requests made in compliance with Article 16.08 (a) and (b) will not be unreasonably denied and will be granted where operationally feasible.
  - (e) Once approved, vacation will not be changed without mutual consent with the exception of emergent situations.
  - (f) Decisions on vacation requests will be completed by the Employer by April 30<sup>th</sup> for those submitted by March 15<sup>th</sup> and within thirty (30) working days for those submitted after March 15<sup>th</sup>.
  - (g) It is understood that Employees will be granted Christmas Day off at least once in a two (2) year period save for in exceptional circumstances.
- 16.09 Vacation shall only be taken in full-day increments.

16.10 Temporary and Casual Employees receive vacation pay each pay period at a rate of four (4%) percent of the regular rate of pay.

## **ARTICLE 17 – SICK LEAVE**

- 17.01 (a) Sick leave benefits are a form of insurance against loss of pay by reason of illness, or quarantine by a Medical Officer of Health.
- (b) An Employee who is absent due to a non-local medical/dental appointment is eligible to use sick leave credits for the hours of work absent for such appointment.
- (c) A Regular Employee shall be granted the use of sick leave credits in the event of family illness that shall include parents, children, or other dependents to a maximum of five (5) days per year.
- 17.02 During the probationary period worked by an Employee, any time off on sick leave shall be without pay. After completion of the probationary period, a Full-time Employee shall be eligible to cumulative sick leave credit computed from the date of commencement of the probationary period at the rate of one and one-half (1½) days per month for each month worked up to a maximum of one hundred twenty (120) working days. A Part-time Employee shall be eligible to earn sick leave benefits on a pro-rata basis in the proportion that their monthly hours of work bear to one hundred sixty (160) hours. Temporary and Casual Employees are not entitled to any sick leave accrual.
- 17.03 Paid sick leave shall only be granted up to the amount of the accumulated sick leave credits at the time of the commencement of the sick leave. For each day of paid sick leave granted, accumulated sick leave credits shall be reduced by one (1) day.
- 17.04 In order to qualify for paid sick leave benefits, an Employee shall provide a certificate from a qualified Medical Practitioner for any sick leave claims of three (3) or more consecutive working days. The Employer will be responsible for the full cost of the certificate. Such certificate must certify that the Employee was unable to carry out their duties by reason of illness. The Employer reserves the right to require an Employee to be examined by a qualified independent medical practitioner mutually agreed upon between the Employee and the Employer.
- 17.05 The Employer may also request a certificate if sick leave abuse is suspected. The Employer will be responsible for the full cost of such certificate.
- 17.06 In order to qualify for sick leave benefits, an Employee shall provide not less than two (2) hours prior notice to the Employer that they are unable to attend at work due to sickness. In the case of a night shift, six (6) hours advance notice is necessary.

- 17.07 a) 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.
- b) 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.
- 17.08 An Employee who is absent due to sickness and who is not in receipt of paid sick leave benefits shall provide the Employer with three (3) days prior notice of availability to return to work and shall be scheduled to return to work within fourteen (14) calendar days.
- 17.09 When an Employee accepts any assignment for sickness relief and then reports sick for such assignment, the Employee shall not be entitled to utilize sick leave credits for any additional hours created by such assignment.
- 17.10 Sick leave credits shall not accrue during a period of absence in excess of thirty (30) days in the case of:
- (a) illness;
  - (b) injury;
  - (c) lay-off;
  - (d) leave of absence.
- 17.11 Upon termination or resignation, all sick leave credits will be cancelled and no payment for such credits made to the Employee by the Employer.
- 17.12 An Employee found to be abusing sick leave, or using it for personal gain, may be terminated for just cause.
- 17.13 Any medical documentation that is required by the Employer will be at the cost of the Employer.
- 17.14 The Employer may require that an Employee be examined by an independent medical practitioner where:
- (a) there is prolonged or frequent absence from work due to illness;
  - (b) there is apparent misuse of sick leave; or
  - (c) there is concern about the Employee's ability to satisfactorily perform their required duties due to disability or illness.

## **ARTICLE 18 – MATERNITY / PARENTAL / ADOPTION LEAVE**

18.01 The Employer shall provide maternity, parental and adoptive leave in accordance with the *Employment Standards Code* and regulations thereunder. Upon request of an Employee, the Employer shall provide the Employee with a copy of the regulations relating to such leave.

## **ARTICLE 19 – OTHER LEAVES**

### **19.01 Bereavement Leave**

- a) Regular Employees shall be granted up to three (3) consecutive working days off with pay at the Employee's regular rate of pay for the purpose of attending the funeral in the case of the death of a 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.
- b) 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.
- c) In the event of the death of a family member related by marriage or blood or a close friend, an Employee shall be granted bereavement leave with pay for up to one (1) working day up to a maximum of two (2) days per calendar year. Subsequent unpaid bereavement days, up to one (1) working day, shall not be unreasonably withheld.
- d) Upon request, bereavement leave may be separated and granted as two (2) separate leaves to accommodate a funeral and a separate ceremony scheduled at a later date. The separate leaves shall not exceed the total days granted under the provisions in Article 19.01.
- e) Temporary and Casual Employees are not entitled to bereavement leave.

### **19.02 Civic Responsibility**

- a) Civic responsibility time off without loss of pay will be granted to Regular Employees when necessary for mandatory court appearances or when selected for jury duty.

- b) The Employer will reimburse Regular Employees scheduled to work for the difference between any fees or monies (not including per diems for meals and accommodation) the Employee might receive in fulfilling their civic responsibilities.
- c) Temporary and Casual Employees are not entitled to civic responsibility leave.

19.03 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.

19.04 The Employer agrees to provide to Regular Employees (not Temporary or Casual Employees) 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 relating 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

19.05 During the course of an unpaid leave of absence in excess of thirty (30) consecutive calendar days, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave of absence will remain intact and be available for use by the Employee upon their return to work.

19.06 Employees on an unpaid leave of absence in excess of thirty (30) consecutive calendar days can continue their benefits during the period of their leave by prepaying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for their portion of benefits, the Employer will continue to pay the Employer portion of the benefits.

## **ARTICLE 20 – LEAVE TO ATTEND COLLECTIVE BARGAINING**

- 20.01 a) Time off from work without loss of regular pay, benefits and seniority shall be provided for up to two (2) Employees, from Bar-V-Nook Manor and two (2) Employees from Vilna Lodge for the purpose of attending at negotiation meetings with the Employer provided that such meetings are held during the scheduled working hours of the Employee. Notwithstanding the above, if an Employee is required to work a shift immediately before or after a negotiation meeting, the Employee will be given that shift off without loss of pay and a replacement shall be called.
- b) Requests for leave of absences for Union duties shall be made in writing fifteen (15) days prior to the leave being taken. Leave of absence for Union duties shall be without loss of seniority to Employees elected or appointed to represent the Union at Union conventions, Workshops, Seminars or Schools.
- c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave, plus eighteen percent (18%) to cover the cost of benefits.
- d) Employees who are elected or selected for a full-time position with the Union, anybody 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.

## **ARTICLE 21 – GENERAL PROVISIONS RELATING TO LEAVE OF ABSENCE**

- 21.01 An Employee who is absent on authorized leave without pay in excess of thirty (30) consecutive calendar days shall cease to accrue sick leave, vacation, benefits and seniority under this Collective Agreement.
- 21.02 An Employee who is absent on authorized leave without pay shall not be eligible to receive any monetary benefits under this Collective Agreement unless specifically otherwise provided.

- 21.03 A written request for a Leave of Absence must be submitted to the Employer at least one (1) month in advance of the start date of the requested leave, except in emergent caregiver situations where advance notice is not possible.
- 21.04 An Employee found to be using a leave of absence of any kind for personal gain, including but not limited to, being gainfully employed during the period of leave will be subject to discipline. This provision may be waived with the Employer's approval.

## **ARTICLE 22 – BENEFITS**

- 22.01 The Employer shall contribute in respect of each Regular Employee, subject to Article 22.03, and upon producing receipts, seventy-five percent (75%) of the monthly premiums per contract for the Alberta Health Care Plan. 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 22.03, who work an average of twenty (20) hours per week and over and will include: (user is Employee, spouse and dependent child):

- Prescriptions eighty percent (80%)
- Paramedical one thousand dollars (\$1000) per user per year
- Dental 80% basic to one thousand dollars (\$1000) per user per year
- \$25,000 life insurance for Employees including Accidental Death and Dismemberment (AD&D)
- \$10,000 life insurance for spouse
- \$5,000 life insurance for dependent child

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

A Health Spending Account of three hundred (\$300.00) dollars per calendar year will be available to Employees working 20 hours or more per week (as per benefits eligibility criteria). Employees working less than 20 hours per week will be eligible on a pro-rata basis.

- 22.02 An Employee hired prior to and including the fifteenth (15<sup>th</sup>) 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 (15<sup>th</sup>) 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.
- 22.03 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.
- 22.04 **Pension Plan**
- a) All Regular Employees who have completed the probationary period as provided for in Article 7 shall be enrolled in The Nursing Homes and Related Industries Pension Plan (NHRIPP). Employees will contribute five percent (5%) of their regular earnings. The Employer agrees to match the individual's five percent (5%) contribution.
  - b) Funds shall be deposited by the Employer in the Plan described in 22.04 a), and thereafter the Plan shall be managed in accordance with the Plan's terms and conditions.
- 22.05 Temporary and Casual Employees are not entitled to participate in the Benefit or Pension Plan.

## **ARTICLE 23 – LAY-OFF AND RECALL**

- 23.01 In the event of a lay-off, Employees with less than one (1) year of continuous service shall be laid off in the reverse order of their seniority within the department and thereafter seniority within the bargaining unit shall apply. Employees shall be recalled in order of seniority provided that they are qualified to perform the available work. No new Employees shall be hired until those laid off Employees who are qualified for the available work have been given the opportunity for re-employment.
- 23.02 The Employer shall notify Employees who are to be laid off fourteen (14) days before the lay-off is to be effective. If the Employee laid off has not had the opportunity to work during the fourteen (14) calendar days after notice of lay-off, they shall be paid in lieu of work for that part of the fourteen (14) days during which work was not available, provided however, that in this fourteen (14) day period, the Employer may assign duties other than those normally connected with the classification in question.

- 23.03 A laid off Employee who fails to report for work within five (5) 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 Employee to keep the Employer informed of their current address.
- 23.04 The right to recall in accordance with Article 23.01 shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated with severance paid consistent with the *Employment Standards Code*.
- 23.05 Temporary and Casual Employees do not have any layoff protection nor right of recall.

## **ARTICLE 24 – GRIEVANCE AND ARBITRATION PROCEDURE**

- 24.01 Any notice or advice which the Employer is required to give to the Union shall be delivered to the Site Vice-President and/or the National Representative.
- 24.02 Any notice of advice which the Union is required to give to the Employer shall be sufficient if delivered to the Employer's Administrator, Lodge Manager or designate.
- 24.03 The Union shall have the right at any stage of the grievance procedure to have the assistance of their National Representative.
- 24.04 a) The word "day" when used in this Article shall mean consecutive days exclusive of Saturdays, Sundays and recognized holidays set forth in this Collective Agreement.
- b) For the purpose of this Collective Agreement, a "grievance" is defined as any difference as to the interpretation, application, operation or alleged violation of this Collective Agreement.
- 24.05 Grievance Procedure

The Union and the Employer recognize the desirability of resolving differences through joint consultation and discussion. Both parties will attempt to resolve differences through informal means where possible, prior to proceeding to the formal grievance process.

A formal written grievance must include the following:

- a) The name(s) of the aggrieved;
- b) The nature of the grievance and the circumstances out of which it arose;
- c) The remedy or correction that is requested to be made; and
- d) The section(s) where the Agreement is claimed to be violated.

### Step 1

Within ten (10) working days of becoming aware of, or reasonably should have become aware of, the occurrence which led to the grievance, the Union shall submit the grievance, in writing, to the aggrieved Employee's immediate supervisor, or designate. A meeting will be held to discuss the merits of the grievance and the immediate supervisor, or designate, shall render their decision, in writing, within ten (10) working days following the meeting.

### Step 2

Failing satisfactory resolution in Step 1, the Union shall, within ten (10) working days of the written decision in Step 1, submit the grievance, in writing, to the Chief Administrative Officer, or designate. A meeting will be held to discuss the merits of the grievance and the Chief Administrative Officer, or designate, shall render their decision, in writing, within ten (10) working days following the meeting.

### Step 3

Failing satisfactory resolution in Step 2, the Union shall, within ten (10) working days of receipt of the response from the Employer at Step 2, notify the Employer, in writing, of its intention to advance the grievance to arbitration.

## 24.06 Arbitration

- a) The Union shall notify the Employer, in writing, of either the name of its nominee to a Board of Arbitration or its desire to consider the appointment of a single arbitrator. Such written notification shall include the name and contact information of the nominee.
- b) Within ten (10) working days of receipt of notification provided for as above, the Employer shall:
  - i) Inform the Union of the name and contact information of its nominee to the Board of Arbitration; or
  - ii) Propose the name(s) of a single arbitrator to be considered. Where agreement cannot be reached on the selection of a single arbitrator, a Board of Arbitration shall be established following the procedure set out above.
- c) Where nominees to a Board of Arbitration have been named by the parties, the nominees shall, within ten (10) working days, agree upon an impartial Chairperson for the Board. Should the nominees be unable to mutually agree to an impartial Chairperson, an application shall be made

to the Director of Alberta Mediation Services to appoint an arbitrator, pursuant to the provisions of the Alberta Labour Relations Code.

- d) The Board of Arbitration or single arbitrator shall determine their own procedures but shall give full opportunity to both parties to present evidence. In the event of a Board of Arbitration, the Chairperson shall have the authority to render the decision with the concurrence of either of the nominees. The decision rendered by either a Board of Arbitration or a single arbitrator shall be final, binding, and enforceable on all parties. The Board of Arbitration or single arbitrator shall have the power to resolve a grievance by any arrangement that they deem just and equitable.
  - i) Should the parties disagree as to the meaning of the decision of the Board of Arbitration or the single arbitrator, either party may apply to the Chairperson or single arbitrator to clarify the decision.
- e) Neither a Board of Arbitration nor single arbitrator shall have the power to change, alter, modify, or amend any of the provisions of this Agreement.
- f) Each party shall be responsible for:
  - i) The fees and expenses of the nominee it appoints to the Board of Arbitration; and
  - ii) One-half (1/2) of the fees and expenses of the Chairperson or the single arbitrator.

24.07 Any time limits referred to in this Article may be extended by mutual agreement and confirmed in writing by both parties.

24.08 Should the Union fail to comply with any time limit contained in this Article, the grievance shall be deemed to be abandoned. Should the Employer fail to comply with any time limit contained in this Article, the grievance shall be forwarded to the next step in the grievance procedure.

## **ARTICLE 25 – LABOUR/MANAGEMENT COMMITTEE MEETINGS**

25.01 In an effort to improve communication and efficiency in operations, a Labour/Management Committee comprised of representatives of the Employer and the Union will meet at least two (2) times a year.

25.02 Members of the committee for the Union will be the President of Local 1461, the shop steward for Bar-V-Nook Manor and/or alternate; the shop steward for Vilna Lodge and/or alternate, and/or the CUPE National Representative. The Employer agrees that up to two (2) Employees attending such meetings shall suffer no loss of regular pay, seniority or benefits.

25.03 The committee shall have the opportunity to invite guests from time to time. As a courtesy, the party inviting the guests will give the other party at least two (2) weeks advance notice.

## **ARTICLE 26 – SEVERANCE**

- 26.01 a) Instead of giving a notice of termination as required under the Alberta *Employment Standards Code*, the Employer may pay a Regular Employee an amount at least equal to the wages the Employee would have earned if the Employee had worked the regular hours of work for the applicable notice period.
- b) The Employer may give an Employee a combination of pay and notice, in which case the pay must be at least equal to the wage that the Regular Employee would have earned for the notice period that is not covered by the notice.
- c) If the wages of any Employee vary from one pay period to another, the average of the Employee's wage for the three (3) month period immediately preceding the date of termination of employment is to be used to determine the Employee's pay.
- d) Severance pay will not be provided to an Employee whose employment was terminated with just cause.

## **ARTICLE 27 – NO CONTRACTING OUT**

27.01 The Employer agrees that there shall be no contracting out of any of the work that is performed by members of the bargaining unit. Work may be contracted out through grants provided, and volunteers may be used for special events.

## **ARTICLE 28 – MEDICATIONS**

28.01 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 Medication Assistance Program (MAP) guidelines or Alberta Health Services Policy.

## **ARTICLE 29 – TRAINING**

- 29.01 The Employer shall, as early as practical, provide Employees with a First Aid course. Registration and wages for an Employee shall be paid for by the Employer while attending the training session.
- 29.02 The Employer agrees to pay for the Food Safety course registration and to cover wages for Employees attending the course, for all Employees who work with food.
- 29.03 The Employer agrees to pay for other courses and/or training that the Employer will require. When an Employee attends one (1) of the required courses or training sessions, they shall do so at the basic rate of pay.
- 29.04 Employees attending a course as required by the Employer shall be entitled to the present vehicle allowance.
- 29.05 If meals are not supplied, a daily meal allowance equivalent to the amount recommended by the Board of Directors as determined at their annual organizational meeting or actual amounts with receipt will be provided to Employees attending an educational course.
- 29.06 Whenever new staff members are required to be trained, the staff member with the most seniority in each classification, if they so agree to do the training, working with the new staff member, will receive an extra one dollar (\$1.00) per hour for each hour spent training the new staff member. Should the most senior staff member refuse to do the training, then it shall be offered to the next available staff member on the shift.
- 29.07 Employees who are directed by the Employer to be present at in-services, training, and meetings shall be paid a minimum three (3) hours at their regular rate of pay or, in the event that their required attendance is greater than three (3) hours, they shall be paid their actual hours of attendance as calculated to the closest fifteen (15) minutes.

## **ARTICLE 30 – HEALTH CARE AIDE TRAINING AND FINANCIAL ASSISTANCE**

- 30.01 Prior to initially posting any Health Care Aide positions at one of the Foundation's facilities, a work schedule shall be provided. All Health Care Aide positions required by the Foundation at one of its facilities shall be offered first to current Employees through a posting, provided the applicant meets the qualifications required for the Health Care Aide course. Regular Employees shall be given preference over Casual Employees.

- 30.02 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 the College providing the Health Care Aide course or any other granting 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.
- 30.03 Employees who remain in the employ of the Employer shall have their loan forgiven after having worked fourteen hundred fifty (1,450) hours for the Employer as a Health Care Aide. Employees who leave prior to having worked fourteen hundred fifty (1,450) hours for the Employer as a Health Care Aide shall be required to repay the Employer for the entire loan. The Employer may set off any money owing from the Employee's last pay cheque.
- 30.04 Any Employee awarded a Health Care Aide position posted pursuant to this Article and upon successful completion of the course shall be in trial period of four hundred and eighty (480) hours. During this trial period the Employee may choose to return, or the Employer may direct the Employee to return to the Employee's former position and basic rate of pay without loss of seniority.  
Note: 480 hours = 60 shifts as required under Article 8.04.

### ARTICLE 31 – LONG SERVICE INCREMENT BONUS

Prior to December 31 of the year that the anniversary occurs a long service increment bonus will be paid to all Regular Employees beginning with the fifth (5<sup>th</sup>) year of service according to the table below.

Employees will be considered to have provided service for this recognition in any calendar year for which they have had full, part-time or casual employment with the Foundation.

<b>Anniversary</b>	<b>Long Service Increment Bonus</b>
Five (5) years	\$100.00
Ten (10) years	\$200.00
Fifteen (15) years	\$300.00
Twenty (20) years	\$450.00
Twenty-five (25) years	\$600.00
Thirty (30) years	\$750.00
Thirty-five (35) years	\$1000.00
Forty (40) years	\$1500.00

**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 in Smoky Lake, Alberta.

**Signed on behalf of the Board  
of the Smoky Lake Foundation**

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Date: 22 MARCH 2024

**Signed on behalf of the  
Canadian Union of Public  
Employees, Local 1461**

Christine Suckale

X

Margaret Compo

\_\_\_\_\_

Date: March 13, 2024

**APPENDIX A – HOURLY WAGE SCHEDULE**

<b>Wage Grid 2022</b>				
<b>Position</b>	<b>Step 1 0 – 480 Hours</b>	<b>Step 2 481 – 2080 Hours</b>	<b>Step 3 Over 2080 Hours or 4 Calendar Years</b>	<b>Step 4 Over 4160 Hours or 8 Calendar Years</b>
	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>
<b>Food Services Supervisor</b>	\$22.48	\$23.00	\$23.46	\$23.82
<b>Cook</b>	\$19.62	\$20.15	\$20.55	\$20.86
<b>Maintenance</b>	\$22.20	\$22.73	\$23.17	\$23.52
<b>Housekeeping / Prep</b>	\$18.73	\$19.25	\$19.64	\$19.93
<b>Team Leader</b>	\$21.44	\$21.96	\$22.40	\$22.74
<b>Care Aide</b>	\$20.18	\$20.70	\$21.10	\$21.42
<b>Activity Aide</b>	\$18.73	\$19.25	\$19.64	\$19.93
<b>Health Care Aide</b>	\$22.20	\$22.73	\$23.17	\$23.52

<b>Wage Grid 2023</b>				
<b>Position</b>	<b>Step 1 0 – 480 Hours</b>	<b>Step 2 481 – 2080 Hours</b>	<b>Step 3 Over 2080 Hours or 4 Calendar Years</b>	<b>Step 4 Over 4160 Hours or 8 Calendar Years</b>
	<b>2.5%</b>	<b>2.5%</b>	<b>2.5%</b>	<b>2.5%</b>
<b>Food Services Supervisor</b>	\$23.04	\$23.58	\$24.05	\$24.42
<b>Cook</b>	\$20.11	\$20.65	\$21.06	\$21.38
<b>Maintenance</b>	\$22.76	\$23.30	\$23.75	\$24.11
<b>Housekeeping / Prep</b>	\$19.20	\$19.73	\$20.13	\$20.43
<b>Team Leader</b>	\$21.98	\$22.51	\$22.96	\$23.31
<b>Care Aide</b>	\$20.68	\$21.22	\$21.63	\$21.96
<b>Activity Aide</b>	\$19.20	\$19.73	\$20.13	\$20.43
<b>Health Care Aide</b>	\$22.76	\$23.30	\$23.75	\$24.11

<b>Wage Grid 2024</b>				
<b>Position</b>	<b>Step 1 0 – 480 Hours</b>	<b>Step 2 481 – 2080 Hours</b>	<b>Step 3 Over 2080 Hours or 4 Calendar Years</b>	<b>Step 4 Over 4160 Hours or 8 Calendar Years</b>
	<b>3.0%</b>	<b>3.0%</b>	<b>3.0%</b>	<b>3.0%</b>
<b>Food Services Supervisor</b>	\$23.73	\$24.29	\$24.77	\$25.15
<b>Cook</b>	\$20.71	\$21.27	\$21.69	\$22.02
<b>Maintenance</b>	\$23.44	\$24.00	\$24.46	\$24.83
<b>Housekeeping / Prep</b>	\$19.78	\$20.32	\$20.73	\$21.04
<b>Team Leader</b>	\$22.64	\$23.19	\$23.65	\$24.01
<b>Care Aide</b>	\$21.30	\$21.86	\$22.28	\$22.62
<b>Activity Aide</b>	\$19.78	\$20.32	\$20.73	\$21.04
<b>Health Care Aide</b>	\$23.44	\$24.00	\$24.46	\$24.83

**A payment of \$250.00 for Permanent Employees (January 1, 2024)**

**A payment of \$150.00 for Casual and Temporary Employees (January 1, 2024)**

## **APPENDIX B – PENSION PLAN**

### **Further to Article 22.04 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.

Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to five percent (5%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five percent (5%) 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 five percent (5%) of Applicable Wages to a fund of the Employee's choice.

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

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 further specificity, the items required for each Eligible Employee are:

- (i) To be Provided Once Only at Plan Commencement
  - (a) Date of Hire
  - (b) Date of Birth
  - (c) Date of First Contribution
  - (d) Seniority List 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) Employee 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 1<sup>st</sup>
- (a) Current complete address listing
  - (b) Details of all absences of members from the workplace due to an injury for which the member received Workplace 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.

**LETTER OF UNDERSTANDING #1**

**Between**

**THE SMOKY LAKE FOUNDATION**

**(hereinafter called the "Employer")**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1461**

**(hereinafter called the "Union")**

**Re: Cook Position**

It is agreed by the parties that:

- (a) The Employees working in the Cook position at Vilna Lodge in Vilna will work seven days on/seven days off, working eight (8) hour shifts;
- (b) There will be no overtime payable to the Employees who are working in the above scheduled shifts in accordance with Article 12.02; and
- (c) The Employees working in the Cook position will be paid as Team Leader during the Saturday and Sunday shifts.

Signed in Smoky Lake, Alberta.

Signed on behalf of the Board  
of the Smoky Lake Foundation

[Signature]

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Date: 22 MARCH 2024

Signed on behalf of the  
Canadian Union of Public  
Employees, Local 1461

[Signature]

[Signature]

Margaret Tomps

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Date: 4 March 13, 2024