

# COLLECTIVE AGREEMENT

- between -

**Sylvan Lake Foundation**

- and -

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

**Local 417-10**

**January 1, 2023 – December 31, 2024**



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## **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the Employer, the Union, and the employees, as parties to this Collective Agreement ("Agreement"), which has been negotiated and entered into in good faith, to:
- (a) recognize mutually the respective rights, responsibilities and functions of the parties;
  - (b) provide and maintain working conditions, hours of work, wage rates, and benefits as set forth in this Agreement;
  - (c) establish a just and prompt procedure for the disposition of grievances;
  - (d) establish an equitable system for the promotion, transfer and layoff of employees; and
  - (e) through the full and fair administration of all the provisions contained within this Agreement, to achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.
- 1.02 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation, providing a fundamental framework for cooperative labour relations.
- The Employer, the Union and the employees will not discourage cooperation but will stimulate it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.
- 1.03 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive employees or the Union of such rights and privileges. Such rights and privileges may only be amended by mutual agreement.
- 1.04 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, that violates applicable Human Rights, Citizenship or Multiculturalism legislation, or is in bad faith.
- 1.05 Should any part of this Agreement be declared invalid the remainder of this Agreement will continue in full force and effect.

## ARTICLE 2 – DEFINITION OF EMPLOYEES

2.01 The Employer recognizes the Union as the bargaining agent for; and this Collective Agreement shall apply to all employees employed as outlined in the Alberta Labour Relations Board Certificate No. 135-2015 dated, September 16, 2015. All employees when employed at the Sylvan Lake Foundation in General Support Services and/or as outlined in Schedule "A" attached hereto.

### 2.02 Employee Classifications

#### Permanent Employee

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

#### (a) Full-time Employee

A Full-time employee is an employee who:

- (1) Works on an annual basis;
- (2) Works a regular schedule of forty (40) hours per week;
- (3) Is entitled to all the benefits under the terms of the Collective Agreement.

#### (b) Part-time Employee

A Part-time employee is an employee who:

- (1) Works on an annual basis;
- (2) Works a regular schedule of more than twenty-four (24) hours but less than forty (40) hours per week;
- (3) Is entitled to all benefits under the terms of the Collective Agreement.

#### (c) Casual Employee

A Casual employee means an employee who:

- (1) Does not work a regular schedule;
- (2) Receives remuneration based on the Union Pay scale, found in "Schedule A";
- (3) Are not entitled to any benefits afforded to Full-time and Part-time employees, as outlined in Articles 19, 20 and 21;

- (4) Will be scheduled on a rotational basis where scheduling permits and where training has been completed, throughout weekends, on a fair rotation between all casual staff.

(d) Temporary Employee

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

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

2.03 Gender Recognition

Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so requires and vice versa. Words importing the singular number shall include the plural and vice versa where applicable.

- 2.04 Employees shall cooperate with coordinators in performing any work reasonably required of them when such work falls within the normal range of their duties.

2.05 Management Rights

Management rights and functions are not limited to but include the following:

It is the right of the Employer to manage, control, develop, and operate the homes covered under this Agreement in every respect subject only to the specific limitations set out in this Collective Agreement.

The Union agrees that it is the function and right of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, classify, direct, approve, promote and lay off employees;
- (c) discharge, demote, suspend or otherwise discipline employees for just cause and discharge probationary employees;
- (d) determine the work to be done, the location, methods and schedules for the performance of such work;

- (e) determine the number of employees required and the duties to be performed by each from time to time;
- (f) make and alter from time-to-time reasonable rules and regulations to be observed by the employees.

### **ARTICLE 3 - RECOGNITION**

- 3.01 Non-bargaining unit staff of the Employer and volunteers shall not work jobs, which are included in the bargaining unit where such work reduces the regular salary/wage and/or normal hours of work of the bargaining unit.
- 3.02 No employee, having completed their probationary period, shall lose their employment during the life of this agreement as a direct result of contracting out.

### **ARTICLE 4 - UNION REPRESENTATION**

- 4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
  - (a) The Union shall advise the Employer in writing of the Stewards. Stewards may be elected by the members or may be appointed by the Union. Stewards are Representatives of the employees in the processing of grievances.
  - (b) CUPE Local 417 representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewal of this Agreement and to enforce all rights of the employees under this Agreement and under the law.
  - (c) CUPE Local 417 representatives shall request permission, in advance from the CAO (Chief Administration Officer) before conducting any business in the Lodge and shall not unreasonably interfere with the work in the Lodge. Permission shall not be unreasonably withheld.
- 4.02 Any employee shall have the right to request the presence of a Steward at meetings with the Employer and in all matters related to discipline, or if the Employee believes that the meeting may be disciplinary in nature. A Steward shall be granted time off, without loss of wages, to assist an employee in such meetings or in the presentation of a grievance where such grievance must reasonably be dealt with during working hours.

The Steward must first obtain permission from their coordinator. Such permission will not be unreasonably withheld. Upon completion of their business, the Steward will report to their coordinator and then return to their regular duties.

- 4.03 A Steward shall be given thirty (30) minutes time off, without loss of wages, to welcome a new employee and to discuss Union membership with such an employee.
- 4.04 The Union has the right to appoint the members of a bargaining committee consisting of an average of two (2) unionized employees of the Sylvan Lake Foundation. The employees shall be paid by the Employer and the Union equally at the employee's regular hourly rates for all time spent on negotiating a Collective Agreement with the Employer.
- 4.05 When required, employees may be given the opportunity to meet and discuss Union matters in a room provided by the Employer on the Employer's premises. These meetings may be attended by Representatives of the Union. The Union shall arrange for a mutually satisfactory date with the Administrator or his designate one (1) week before the meeting.

Such meetings shall take place at the end of the day shift and the Employer shall endeavour to make arrangements to permit employees who must otherwise be on duty to attend these meetings for up to one half (0.5) hour without loss of pay. No payment of overtime shall be paid to any employee for attending such meetings. It is agreed that a minimum staff, as mutually determined, must be maintained at all times in the Facility.

- 4.06 Stewards who are requested by the Employer to attend a grievance or Labour-Management meeting on their day off will be paid for actual hours spent in the meeting.

## **ARTICLE 5 - STRIKES AND LOCKOUTS**

- 5.01 The Union agrees that there will be no strikes during the life of this Agreement, and the Employer agrees that there will be no lockouts during the life of this Agreement.

## **ARTICLE 6 - UNION MEMBERSHIP AND DEDUCTIONS**

- 6.01 The Employer agrees to a bi weekly check off of Union dues under the Rand Formula.
- 6.02 In this article 'Rand Formula' shall mean that all employees of Sylvan Lake Foundation certified for collective bargaining under CUPE Local 417 (in this Agreement referred to collectively as 'employees') shall, as a condition of employment, be required to pay the regular Union dues whether they are members of the Union or not. They shall have the

right to become members of the Union by making application and paying the initiation fees required.

- 6.03 The Union agrees to notify the Employer if there is to be any change in the amount of Union dues which the Employer is authorized to deduct under Article 6.02.
- 6.04 All deductions under the terms of this article shall be payable to the Union monthly.
- 6.05 The Employer shall provide the Union on a monthly basis with a list of non-permanent employees in Casual positions who have worked during the previous month and the position(s) filled.
- 6.06 The Employer will provide the Union with notice of Union Members retirement including the retiree's names and years of service.

#### **ARTICLE 7 – NO DISCRIMINATION**

- 7.01 The Employer and Union agree that the workplace shall be free of discrimination and harassment, therefore there shall be no interference, restriction or coercion exercised or practiced with respect to any Employees by reason of race, religious beliefs, colour, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, gender, gender identity, gender expression, sexual orientation or any other prohibited grounds as defined by the Alberta Human Rights Act, nor by reason of their membership with the Union.

#### **ARTICLE 8 - PROBATIONARY PERIOD**

- 8.01 All permanent Full-time and permanent Part-time employees will be on probation for a period of not more than 90 days from the date of hiring. Management will do its best to complete all training required for all departments within the probation period.

Prior to conducting the mid-probationary and final review of a probationary employee's performance, the Employer will informally, or formally, as the case may be, solicit input from bargaining unit employees who have worked with the probationary employee. It is understood that this consultation is not a mandatory obligation on the Employer but a recognition that the input of fellow employees in these evaluations may contribute to a full appraisal of new employees' suitability for the work they are expected to perform.

Upon completion of the probationary period, an employee shall obtain seniority based on the employee(s) last hiring date. This date shall be the date for determining increments, vacations, etc. An employee may request a progress report while on probation.

8.02 On or before the expiry date of the probation period, the Employer will confirm to the employee the decision:

- (a) (in writing) that they has successfully completed their probation; or
- (b) to terminate their employment.

The purpose of the probation period is to provide an opportunity to determine whether an employee has the ability and qualities to become a reliable, competent employee. It is understood that a lesser standard of just cause may be applied to probationary employees than to seniority employees in matters of discipline and/or dismissal.

At or near the middle of the probationary period, the Employer will meet with the probationary employee to review their progress to date, including any areas that require improvement. If the probationary employee thinks their review is unfair, they may request and shall be granted a further meeting with the Employer. A Steward may be present if the employee so requests. It is understood that such performance reviews are not grievable.

8.03 Employees hired as Part-time employees and who have completed their probationary period shall not be required to serve an additional probationary period when promoted to the status of Full-time employee.

Permanent Employees who have completed probation and who decide to leave their current permanent position to move to a casual position will not lose any rights (seniority, vacation, sick leave, retirement, benefits or any other rights) which they have earned while filling the permanent position.

If, during their probationary period, an employee is transferred from Part-time to Full-time status or vice-versa, the employee will be required to perform a trial period as per Article 9.04 and the employee shall be credited with and retain all hours worked for probationary purposes.

- 8.04
- (a) During the probationary period, a Full-time and Part-time employee shall accrue vacation and sick leave credits.
  - (b) Upon successful completion of the probationary period, the employee will be credited for accrued vacation and sick leave.
  - (c) Upon successful completion of the probationary period, eligible employees shall be enrolled in the Group Insurance Benefits, Medical and Dental Insurance, Pension Plan, Alberta Health Care and any other benefits of the employees.

8.05 Upon completion of the probationary period, each new employee's name shall be added to the seniority list and their seniority shall date back to the date of hire. In

addition, each new employee shall be credited from the date of hire with the appropriate sick leave credits.

The employee involved in the orientation/familiarization will confirm that it has been completed and this will be noted on the newly hired employee's personnel file which will be reviewed with such employee and the employee shall also be able to comment. The newly hired employee shall acknowledge their reading of all orientation/familiarization procedures, if available, and all required procedural manuals, job descriptions, rules and regulations pertaining to the employee hired at the Employer's Home by signing a written acknowledgment provided by the Employer.

8.06 Probationary employees are covered by this Agreement, excepting those provisions which specifically exclude such employees. The parties agree that the discharge or layoff of a probationary employee will not be the subject of a grievance or arbitration, unless the Employer is acting in a manner that is discriminatory or violates Human Rights Legislation.

8.07 Probation for Casual Employees

Casual employees will be on probation for a period of not more than six (6) months from the date of hiring. After that time the discharge or layoff of a casual employee may be subject to the grievance or arbitration language outlined in Article 16.

**ARTICLE 9 - WAGE PROGRESSION**

9.01 For the purpose of progression within classification, two thousand eighty (2080) hours worked shall constitute one (1) year. Hours worked shall include all hours worked and paid for as well as vacation time, paid holidays, time spent on orientation and authorized leaves of absence as set out in Article 22.06 and 22.07. The Employer will provide for each employee a report of their total accumulated hours worked with the Employer. This report will be provided to each employee in January and July of each year. If an employee would like an update of hours worked at another time throughout the year this request should be made with the coordinator.

**ARTICLE 10 - JOB POSTING AND VACANCIES**

10.01 Any new job, or vacancy in an existing job within the bargaining unit, shall be posted within fourteen (14) days of the opening of the vacancy, and shall be posted for seven (7) calendar days to allow the receipt of applications from current Employees.

All new jobs or vacancies will also be emailed to all staff, at the email address they have provided to the Employer, on the first day of the posting.

All postings will close at noon on the last day of the posting.

All employees applying for a new position shall meet the requirements of the posting being applied for. First Aid training is a requirement for all positions and any new employee hired who has not completed first aid training shall complete such training at their own expense within six (6) months of being hired.

10.02 Where the Employer has reason to believe that the position may not be filled from the existing staff complement, the position may be posted externally concurrently with the internal posting.

10.03 In filling vacant positions within the bargaining unit, the Employer shall consider the required knowledge, qualifications, performance and ability of all applicants. Where more than one applicant possesses the required knowledge, qualifications, performance and ability, the applicant with the most seniority shall be selected.

When no internal candidates have the required knowledge, qualifications, performance, or abilities; applicants from outside the Sylvan Lake Foundation will be considered.

10.04 Trial Period

Once a Permanent Employee accepts a new position within the Foundation, the Employee shall be placed on trial for a period of up to ten (10) working shifts or one (1) month whichever comes first. Conditional on satisfactory performance, the Employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification, the Employer may revert, or the Employee may elect to revert to his/her former position, wage or salary rate and without loss of seniority.

The Employee's return to their previous position will be scheduled at a time that is mutually agreed upon by both the Employer and the Employees within a thirty (30) day time frame. The position vacated by the Employee who is on a trial period shall be posted and filled in accordance with the Collective Agreement, however the successful applicant shall not assume their new position until the former Employee has successfully completed their trial period.

**ARTICLE 11 - JOB CLASSIFICATIONS AND RATES OF PAY**

11.01 Employees shall be classified and paid in accordance with Schedule "A" attached hereto.

11.02 When an employee who is scheduled and reports for work in a normal manner and is

notified that no work is available, they shall receive a minimum of three (3) hours of pay.

- 11.03 Employees called in for an employee who has not started their shift shall be paid for the full shift called in for even if they report late due to short notice provided the employee reports as quickly as possible.
- 11.04 Employees who are assigned to work in more than one (1) classification shall be paid at the appropriate hourly rate for all hours worked in each classification provided the hours of the particular shift are all in the same day.
- 11.05 In circumstances where the employee's pay cheque is in error, the Employer will correct such error as soon as possible, or as mutually agreed upon.
- 11.06 Pay periods shall not be changed except by mutual agreement of the parties in writing.
- 11.07 New Positions
- (a) When the Employer establishes a position, which is within the bargaining unit but for which a wage rate has not been negotiated, the Employer shall establish the rate and provide the Union with written notice within thirty (30) calendar days.
  - (b) The Union will have a further thirty (30) calendar days in which to object in writing to the wage rate and to request that a rate be negotiated.
  - (c) If the Union does not object within the above time limit the wage rate will be considered established.
  - (d) If the Union does object, the Employer must meet with the Union within ten (10) working days to try to reach an agreement on the wage rate. An agreement reached at this meeting shall be retroactive to the date an employee was placed in new classification.

## **ARTICLE 12- WORK SCHEDULES, HOURS OF WORK AND OVERTIME**

- 12.01 Barring unforeseen circumstances, the Employer shall post work schedules on a two (2) week period, at least one (1) week prior to the effective date of the schedule. No changes shall be made in the schedule of the employees once the effective date has been reached unless the employee(s) and the employer agree. Employees who have days or hours added to their schedule after the work schedule is posted shall be so Informed by the Employer at the time that the extra work is added to the schedule.

Once an employee agrees to a shift, the shift shall not be removed without twenty-four

(24) hours notice. Should the required notice not be provided, the Employer shall pay the employee four (4) hours at their regularly hourly rate of pay.

12.02 A copy of the original schedule shall be posted and not altered. A revised schedule will be posted with noted changes.

12.03 Employees will not be moved to other shifts unless mutually agreed upon. Casual employees are hired to perform work in all areas, shifts and positions, excluding those that require special accreditation. Casual employees will be trained in all areas, shifts and positions. Further, the Employer will endeavour to schedule casual employees on a rotational basis.

12.04 (a) New employees shall be trained for shifts in a matter determined by the Employer.

(b) New employees may work alone on a shift if the Employer believes they are sufficiently trained to do so.

(c) Employees are expected to attend the training sessions provided by the Employer when they are offered.

All Employees designated by the Employer to train new employees shall be paid an additional one dollar (\$1) per hour for all hours while training. The coordinator shall post training shifts on the schedule with as much notice as possible. Training shifts will be appointed based on seniority.

12.05 The parties recognize that there are existing shifts, including short shifts, that vary from the time frames currently in effect and that there may be a requirement to change shifts or establish alternative shifts in the future.

Changes, if required, will be based on the need to provide efficient, quality care for residents. Changes will not be implemented without concern for and without consultation and mutual agreement with the employees involved and the Union. Such mutual agreement will not be unreasonably withheld.

12.06 Part-time employees who are willing to work more hours will make their availability known by completing a "Declaration of Availability" waiver, which will state whether the employee will be available for additional shifts when not scheduled to work.

12.07 Part-time employees shall not be used to deprive Full-time employees of the maximum allowable hours where reasonably possible.

12.08 A Full-time employee shall be paid at the rate of one and one-half (1.5) times their straight time hourly rate for all hours worked on an assigned day off except if such work is performed as a result of a voluntary switch in hours with another employee.

- 12.09 Employees shall receive overtime rates for all time in excess of eight (8) hours per shift and for all shifts worked in excess of ten (10) shifts in a two (2) week period.
- 12.10 Part-time employees shall receive overtime rates for all time in excess of eight (8) hours per shift and/or ten (10) shifts worked in a two (2) week period.
- 12.11 Employees acknowledge the existence of Employer's procedure manuals, personnel policies and other rules and regulations of the Employer and that copies of such are on the premises of each location and are available upon request for inspection.
- 12.12 The Employer shall make every reasonable effort to call in relief staff utilizing Full-time, Part-time, Casual and On-Call employees. Those employees who are called in to perform duties which are different from duties normally performed will be paid at the higher pay rate for all hours worked covering the shift.
- 12.13 If the return to work of an employee from maternity leave, compensable or non-compensable injury or illness or any other leave of absence results in the displacement of another employee or employees, the Employer shall not be responsible or liable for any payment to an employee or employees so displaced resulting from their reassignment to work and the resulting disruption of the work schedule of other employees. However, the Employer shall see to it that a displaced employee is given thirty (30) days notice of reassignment.
- 12.14 When an employee is "called in", to perform duties outside of those regularly scheduled, the employee shall receive one and one half (1.5) times the regular hourly rate of pay for such hours and shall be guaranteed a minimum of two (2) hours pay at the premium rate.

12.15 Maintenance Standby Pay

Maintenance personnel will be paid thirty (\$30.00) dollars per day while on standby.

12.16 Modified Work Schedule

Employees who have been employed with the Sylvan Lake Foundation for duration of more than fifteen (15) years, or have reached an age close to retirement, may choose to shorten the work week to four (4) days a week. This agreement will be done between the employee and the CAO of the Foundation and shall be confirmed with the signing of a letter indicating the request for a shortened work week.

**12.17 Staff Meetings**

When the Employer requires employees to attend a mandatory workplace meeting, all employees not currently scheduled will be paid a minimum of three (3) hours pay, at the minimum rate set out in the Employment Standards Code.

12.18 Casual employees shall receive overtime rates as directed within Alberta Employment Standards Code.

**ARTICLE 13 - ABSENCE FROM WORK AND REPORTING**

13.01 An employee who is unable to report for work shall give the Employer a minimum of four (4) hours notice (except for the day shift which shall be required to give two (2) hours notice).

Employees reporting sick shall do so to the Employer as outlined in the clause prior to their shift in order that a replacement may be arranged for or duties redistributed. Falling to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the Employee should have reported for work and the time at which the Employee reported.

13.02 When an employee is off work due to sickness of three (3) days or more, they may be required to provide a medical note indicating their fitness for work at the discretion of the Employer. The note must outline any restrictions on their current duties that may be required. Any costs incurred by an Employee when the Employer requests a medical certificate shall be reimbursed to the Employee upon proof of payment.

13.03 Where an employee is unable to comply with Article 13.01 and will be absent due to sudden illness or sudden injury must notify the Employer as soon as possible but at least before the time the employee would normally report to work.

**ARTICLE 14 - LUNCH AND REST PERIODS**

14.01 There shall be one (1) fifteen (15) minute rest period with pay during each half shift at times designated by the Employer. Employees shall be allowed to take their full fifteen (15) minutes uninterrupted except in cases of emergency.

Employees on short shifts of four (4) hours or less shall have one (1) fifteen (15) minute rest period with pay during such shifts at times designated by the Employer.

14.02 Employees shall be granted a minimum of half (0.5) an hour paid lunch period for each shift of five (5) hours or more duration.

14.03 An employee who works more than four (4) hours of overtime after completion of her regular shift shall be provided with a free meal after each four (4) hours of overtime.

14.04 Employees who receive a free meal from the Employer are advised that such meals are a taxable benefit.

## **ARTICLE 15 - SENIORITY**

15.01 Seniority is the ranking of Full-time, Part-time and casual employees, integrated on one list of all who have completed their probation period, in accordance with their length of employment with the Employer based on last hiring date.

15.02 The Employer shall also maintain separate seniority lists for Full-time, Part-time and casual employees for scheduling purposes and make copies available to the Union upon request.

15.03 An employee's seniority shall cease to exist and shall be deemed terminated if an employee:

- (a) voluntarily quits the employ of the Employer;
- (b) is discharged and such discharge is not reversed through the grievance procedure;
- (c) fails to report on the first day following the expiration of a leave of absence unless they have a justifiable reason;
- (d) is laid off for a continual period of more than twelve (12) months;
- (e) has been absent for three (3) consecutive working days without having notified the Employer, unless a reason satisfactory to the Employer is given;
- (f) retires;
- (g) is off work due to illness or other physical disability for a period of twelve (12) months. An extension to this timeframe will not be reasonable denied.
- (h) obtains gainful employment while on a leave of absence from work.

## ARTICLE 16 - LAYOFFS

16.01 In case of layoffs, the Employer will recognize the seniority standing of each employee as the continued performance of their work permits. Ability to perform available work being relatively equal in the Employer's judgement, seniority shall prevail so that the full-time employee having the highest seniority shall be laid off last and recalled first.

### 16.02 Notice of Layoff

Except in cases of emergency, the Employer shall give the employees concerned, as well as the Union, a two (2) week notice of the intention to layoff employee(s).

16.03 An employee who is recalled to work after a layoff must return to work within two (2) working days if unemployed and within seven (7) calendar days if employed elsewhere. It shall be sufficient for the Employer to send notice of recall to the employee's last known address by registered mail.

### 16.04 Termination

An employee shall give a minimum of two (2) weeks' notice of termination of employment.

16.05 The Employer shall give a minimum of two (2) weeks' notice of termination of employment or shall pay a minimum of two (2) weeks' wages in lieu of notice except in case of dismissal for cause or termination during the probationary period. If, by law, a longer notice of termination must be given or a greater sum paid in lieu of such notice, such longer notice must be provided or greater sum paid.

## ARTICLE 17 - GENERAL HOLIDAYS

17.01 For all employees of the Sylvan Lake Foundation the administration of General and Paid Holidays will be as provided in the Alberta Employment Standards Code and will apply to the following holidays:

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

17.02 Full-time and Part-time employees assigned to work on a General Holiday shall be paid at the rate of one and one-half (1.5) times the regular hourly rate for each hour worked, in addition they shall receive an additional day in lieu of the holiday at straight

time, provided they have been employed by the Employer at least thirty (30) days prior to the holiday.

- 17.03 If any of the General Holidays occur on a Full-time or Part-time employee's regular day off, the employee will have the choice of receiving an additional day's pay or another day off with pay in lieu of the General Holiday at a mutually agreed upon time, to be used within forty-five (45) days of the statutory holiday. Employees will provide two (2) weeks notice of when paid time off in lieu will be taken.
- 17.04 An employee shall not be entitled to payment for a General Holiday, or a day off in lieu thereof when the employee is:
- (a) on lay off;
  - (b) in receipt of:
    - (1) Workers Compensation benefits or;
    - (2) sick leave credits on the General Holiday or;
    - (3) Employment Insurance (EI) sickness benefits or;
    - (4) Long-Term Disability
  - (c) on an unpaid Leave of Absence (LOA);
  - (d) on an unpaid LOA in excess of thirty (30) days.
- 17.05 If a general holiday occurs during the vacation period of a Full-time or Part-time employee, such employee shall receive an additional days pay in lieu of the holiday at straight time. An employee may, however, prior to going on vacation, inform their coordinator of their preference to take an additional day off with pay.
- 17.06 Casual employees will be entitled to statutory holiday pay in accordance with the provisions of the Employment Standards Code of Alberta
- 17.07 All Full-time and Part-time employees will be entitled to one (1) Float Holiday during each calendar year, on which the employee will be paid one (1) full shift, at the employee's regular hourly rate. The day may be used at any time throughout the year, as long as it is taken in the year in which it is earned. The day must be approved by CAO.
- 17.08 General Holidays will be paid to all casual employees in accordance with Alberta Employment Standards Code.

**ARTICLE 18- VACATION AND VACATION PAY**

18.01 For the purposes of this agreement a vacation week is defined as seven (7) consecutive calendar days.

Full-time and Part-time employees shall be entitled to vacation according to the following schedule based on months of service completed:

<b>Period Worked (months compensated)</b>	<b>Time Off</b>	<b>Vacation Pay</b>
1 to 48 Months	2 Normal work weeks or 10 days	4%
49 to 96 Months	3 Normal work weeks or 15 days	6%
97 to 144 Months	4 Normal work weeks or 20 days	8%
145 to 180 Months	5 Normal work weeks or 25 days	10%
180 Months +	6 Normal work weeks or 30 days	12%

No time off will be given to an employee for vacation unless such employee has completed a minimum of twelve (12) calendar months of service. Such time off will not take away the employee's right to vacation pay.

Employees moving from a casual position to a Part-time or Full-time position need to accrue vacation time before they are entitled to receive time off with pay.

18.02 Casual employees shall be paid vacation pay on each pay cheque.

18.03 Vacation pay is calculated at the applicable percentage over the employee's earning from all paid hours at straight time.

18.04 On March 1 of each year the Employer shall post a blank vacation schedule sheet. Between March 1 and May 1 each employee shall have the right to indicate on this sheet the time during which she prefers to take her vacation.

18.05 The completed vacation schedule shall be determined between May 1 and May 15. The guiding factors shall be seniority. Whenever a conflict arises that cannot be settled amicably, the dispute shall be resolved by the Employer.

18.06 The Employer shall post the final schedule on or about May 15. This schedule shall not be changed except with the consent of the Employer, and the employee(s) affected. Seniority will not apply if vacation time slot has been previously approved.

(a) Vacation pay is to be paid to an employee by direct deposit.

- (b) An employee may request and be paid their vacation pay several times a year provided two (2) weeks' notice is given and provided vacation time is being taken.

After May 15 of each year, any unused vacation time which the employee still has remaining, is awarded at a first come first served basis (seniority does not apply). The Employer will notify the employee making a vacation request within two (2) weeks of the request being made whether the vacation is approved or denied.

18.07 Vacations shall be taken in the year they are due, and no vacation time may be carried forward to the following year without written permission of the Employer.

18.08 Casual employees shall be paid vacation pay on each pay cheque, as per Article 18.

## **ARTICLE 19 - INSURANCE PLANS**

- 19.01 (a) The employer will cover one hundred percent (100%) of the cost of the Insurance outlined in Schedule "B" for employees who attained Full-Time status on or before December 31, 2012 for as long as they remain Full-time.
- (b) Beginning January 1, 2013 forward, any employees who attain Full-time or Part-time status will co-share the cost of the insurance plans outlined in Schedule "B" with the Employer as follows. Employees share will be twenty percent (20%) and the Employers share will be eighty percent (80%).
- (c) A letter of Understanding regarding Alberta Health Care Premiums will be established and will accompany this agreement.

19.02 Part-time employees may participate in the above insurances pursuant to Article 8.01.

- 19.03 (a) Coverage for all of the insurances outlined in Article 19.01 shall commence for Full-time employees (and for Part-time employees, subject to Article 8.01), upon completion of the employee's probationary period.

The Employer is at all times responsible for the enrolment and proper remittance and payment of the premiums to the Insurance carrier.

- (b) Coverage and payment of benefits under all of the insurances outlined above shall be subject to the specific terms and conditions of the Insurance policy contract and any legislation which may apply.

The Union shall be supplied with a copy of the policy with the insurance carrier(s).

- (c) All employees covered by the insurances shall be supplied with a copy of a booklet, as provided by the insurance company, outlining the coverage to which they are entitled.
  - (d) The Employer will ensure the availability of insured benefit coverage as in effect prior to the commencement of this Agreement or as specifically amended by this Agreement.
- 19.04 A person normally eligible for insurance coverage and on a leave of absence due to illness or accident shall continue to be eligible for insurance coverage for a period of one (1) month if employed less than two (2) years and for a period of four (4) months if employed more than two (2) years while on such leave of absence.
- 19.05 A person normally eligible for insurance coverage and on a leave of absence may continue under the Insurance plans by paying the total monthly cost to the Employer by the fifteenth (15th) day of each month if so arranged with the Employer for any month in which she is not entitled to Employer-paid coverage.
- 19.06 The Employer may require that an employee submit to a medical examination by a doctor of the Employer's choosing where the employee is claiming a benefit for which the Employer pays any portion of the cost.
- 19.07 The Employer may require that an employee obtain a second opinion from a doctor of the Employer's choosing when the Employer is not satisfied with the medical certification that an employee has presented to justify the entitlement to a benefit.
- 19.08 Where the Employer has requested an examination and/or a second opinion, the Employer will bear the costs involved.
- 19.09 The Employer will make the Health Insurance Plan outlined in Article 19 and the sick leave provisions outlined in Article 20 available to Part-time employees. For those who participate, the Employer will pay eighty per cent (80%) and the employee will pay twenty per cent (20%) of the premium for the benefits as outlined in Schedule "B".

## **ARTICLE 20 - SICK LEAVE**

- 20.01 (a) Full-time employees shall be entitled to accumulate one and one-half (1.5) sick days (12 hours) per month of employment after they have completed their probationary period. Payment for a sick day shall commence with the first day of sickness.
- (b) Part-time employees will be entitled to accumulate one and one half (1.5) days (12 hours) of sick leave credit for each one hundred seventy-three (173) hours

paid by the Employer to a maximum of one hundred and twenty (120) days (960 hours).

Any employee who is filling a temporary position, after ninety (90) days, will receive the accumulation of sick leave while covering the position.

Sick leave accumulation will not cease to exist when an employee moves between a Full, Part-time or temporary position.

- (c) Approved sick pay will apply only to scheduled time lost.
- (d) Sick days shall accumulate to a maximum of eighteen (18) days (144 hours) per year and shall be cumulative from year to year to a maximum of one hundred and twenty (120) days (960 hours).
- (e) All Full-time and Part-time employees shall be entitled to payment of twenty-five (25%) percent of their accumulated sick leave after a minimum of fifteen (15) years of employment, provided the employee has sixty percent (60%) or greater of sick leave entitlement (120 days, 960 hours) remaining. This benefit is payable upon retirement or resignation. Employees who are terminated do not qualify for this benefit.
- (f) An employee off work due to illness and entitled to sick pay shall not receive pay for more sick days during any pay period than the normal number of days they would have worked during that period.
- (g) An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment during the time off work.
- (h) In case of illness or injury of a child, dependent adult, spouse or parent of an employee where there is no one normally at home other than the employee who can provide for the needs of the ill person, the employee shall be entitled, after notifying their coordinator, to forty-eight (48) hours (six (6) days) with pay per annum which shall be deducted from the employees accumulated sick leave. A medical certificate may be requested by the employer.
  - (1) Child to be determined to be a minor under the age of eighteen (18).
  - (2) Dependent adult is determined to be a person over the age of eighteen (18), but for reasons of physical, cognitive, or emotional disabilities need assistance to manage their day to day living.

20.02 An employee absent from work because of an injury that is compensable under the Workers' Compensation Act shall not lose any accumulated sick days.

20.03 No sick leave shall be paid if a third party is paying income allowance (eg. insurance pay for injuries sustained in an automobile accident). However, an employee may use accumulated sick days if insurance payments are held up due to a dispute; when such a dispute is resolved in favour of the employee, they shall repay the Employer and shall be credited again for the sick days used.

20.04 There shall be no pyramiding of any benefits payable under this Agreement or under any statute or legislation applicable to the employee.

Leave of absence for pregnancy is not to be considered as sick leave and shall be subject to the provisions of Article 22.

In the event an employee becomes ill during a period of vacation time, sick day payments shall not commence until the vacation period for which the employee was scheduled is completed.

20.05 The Employer agrees to credit Full-time employees who complete their probationary period with one and one-half (1.5) sick days (12 hours) for each month of employment while working as a probationary employee.

20.06 The Employer may require a medical certificate from a qualified medical practitioner to substantiate any period of three (3) or more days of sick leave unless the employer has documented a pattern of absenteeism.

20.07 Where an abuse of sick leave is suspected, the Employer may require that the employee provide a medical certificate from the employee's medical doctor for any period of absence and/or before allowing the employee to return to work.

20.08 In the event that an employee can be shown to have fraudulently claimed sick leave or to have abused this privilege, the employee will be subject to disciplinary action.

20.09 An employee on sick leave without pay shall keep the Employer advised on a regular basis (monthly) on their progress and as to when they shall be expected back to work and shall provide the Employer with at least fourteen (14) days written notice of their readiness to return to work, supported by a medical note outlining their fitness for work with any restrictions a physician may recommend.

20.10 Full-time and Part-time employees will be given three (3) paid days per year, for personal wellness reasons. Except in unforeseen circumstances, paid personal days need to be requested in writing, a minimum of one (1) week prior to use. Paid personal wellness days must be used before November 30 of each year and may not be carried over. These personal wellness days will not be tracked as sick days.

20.11 Part-time employees shall automatically participate in the sick leave program once they have completed their probation period.

**ARTICLE 21- RETIREMENT SAVINGS PLAN (RSP) & PENSION PLAN (RPP)**

21.01 Beginning March 1, 2009 the Employer shall contribute, for all employees who have a Part-time or Full-time position the applicable amount(s) set out in 21.06 (b), to the CUPE Local 417 Pension Plan.

21.02 It will be mandatory for all Full-time employees hired after March 1, 2009, with six (6) months employment or more to join the CUPE Local 417 Pension Plan. Part-time employees may join the plan at their own discretion but must indicate their decision upon completion of their probation period.

The Employees first day in a permanent Full-time position is the start date for the Pension plan, or if a Part-time employee chooses to join the plan, it would be calculated on the first day of their declaration.

21.03 The Employer will remit the amounts set out in Article 21.06 (b) on behalf of employees hired on or after March 1, 2009 to the CUPE Local 417 Pension Plan as described in 21.06. Employees hired on or before February 28, 2009 will have the option to remain enrolled in the previously offered R.R.S.P. plan or make a one-time switch to the CUPE Local 417 pension plan.

21.04 Retirement Savings Plan (RSP)

(a) Employees hired prior to March 1, 2009, who choose to continue their enrolment in the Employer administered RSP plan, instead of the CUPE Local 417 pension plan; the Employer agrees to continue contributions for those employees based on the following years of service:

Less than 5 years	5%
5 years but less than 10 years	5.5%
10 years but less than 15 years	6%
15 years but less than 20 years	6.5%
20 years but less than 25 years	7%
25 years but less than 30 years	7.5%
30+ years	8%

\*\*\*All contributions are based on gross wages before benefits.

(b) The Employer will remit the employee's and Employer's contribution to the group R.R.S.P. accounts at a financial institution to be agreed upon by the parties. Performance of the group R.R.S.P. will be reviewed yearly.

(c) Withdrawal of funds and payouts from the R.R.S.P. will be subject to law and the terms of the Plan.

- (d) Employees prior to March 1, 2009 may, on an individual basis, arrange for additional deductions and contributions to be remitted to the group R.R.S.P.
- (e) The provisions of Articles 21.03 and 21.05 will be subject to a maximum combined contribution ceiling of eighteen per cent (18%) of earnings, up to the maximum allowed by the Canada Revenue Agency.

21.05 Pension Plan

- (a) The Pension Plan is a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency, and the Financial Services Commission of Ontario, under registration #0398594.
- (b) For each employee hired on or after March 1, 2009, and those employees hired prior to March 1, 2009, who choose participation in the CUPE Local 417 Pension plan (the Pension Plan) instead of the RSP plan specified in Article 21.05. The Employer and Employee will contribute to the Pension Plan according to the grid outlined below.

Less than 5 years	5%
5 years but less than 10 years	5.5%
10 years but less than 15 years	6%
15 years but less than 20 years	6.5%
20 years but less than 25 years	7%
25 years but less than 30 years	7.5%
30+ years	8%

\*\*\*All contributions are based on gross wages before benefits.

- (c) Each employee hired on or after March 1, 2009 is deemed to have authorized the above pension deductions by accepting the conditions of the Collective Agreement, as part of their employment with the Employer.
- (d) Notwithstanding the presumption of authorization, each employee shall have the option to cancel their authorization altogether; However, employees who cancel their authorization and later wish to resume it may be required to wait up to three (3) months before the Employer can be required to reactivate matching contributions and deductions.
- (e) The Employer will remit the employee's and the Employer's contribution to the Pension Plan, subject to the timeframe conditions specified in Article 5.04, together with an itemized list of the employees and the amounts applicable to each. The Employer is saved harmless for any deductions and remittances so made.

- (f) The Employer and the Union will cooperate in providing the information required to administer the Pension Plan on the employees' behalf. The Pension Plan shall be responsible for informing the employees about the Pension Plan including statements to each employee, showing their account balance, including details of all contributions received, and all earnings/losses allocated.
- (g) All contributions to the Pension Plan will vest in accordance with the rules of the Pension Plan.
- (h) All pension contributions will be recorded on the Employer's remittance to the Pension Plan with voluntary contributions recorded separately.

## **ARTICLE 22 - LEAVE OF ABSENCE**

- 22.01 The Employer may grant a request for a leave of absence, when an application is received in writing from the employee, providing that management receives at least one (1) month's notice in writing unless impossible. Such a leave may be arranged to the mutual satisfaction of both parties and request for such leave shall not be unreasonably withheld. Applicants must, when applying, indicate the date of departure and specify the date of return.
- 22.02 The Employer will give a written reply to the request within one (1) week after they have received the request. If the request is denied, the Employer shall state the reasons in the reply.
- 22.03 Employees on leave of absence will not engage in gainful employment elsewhere. An employee who violates this rule will forfeit all seniority rights and privileges and may be dismissed by the Employer.
- 22.04 Employees who overstay their leave of absence of any kind shall be considered to have terminated their employment unless they obtained permission from the Employer or provide the Employer with a satisfactory explanation.
- 22.05 To qualify for leaves of absence, an employee must have completed their probationary period or trial period. No benefits except as hereinafter provided shall accrue or be paid to any employee on leave of absence.
- 22.06 Maternity Leave
- (a) Unpaid Maternity leave shall be granted in accordance with the Alberta Employment Standards Act and the Government of Canada's Employment Insurance program for Maternity Leave benefits. Those provisions are outlined in 22.06 to 22.07. If the provisions legislated by the Provincial Government or

Federal Government change from those in 22.06 to 22.07 the new changed provisions shall prevail.

- (b) Employees shall be granted an unpaid leave of absence due to pregnancy. Pregnant employees must provide a written request for such leave at least six (6) weeks prior to the date they intend to commence their leave unless medical circumstances prevent the employee from providing the required notice. A certificate from a qualified medical practitioner indicating the estimated or actual due date is required upon request of the leave.

Maternity leave shall be of duration of the employees' choice up to a maximum of sixteen (16) weeks, of which twelve (12) weeks may be taken prior to delivery.

Additional medical documentation will be required from any employee who requests more than twelve (12) weeks leave prior to their due date.

- (c) The employee, when returning to work, shall give the Employer four (4) weeks' notice of their date of return.
- (d) The employee shall be returned to their former position at the completion of their leave of absence. Should the position no longer exist, the employee shall be provided with alternative work of a comparative nature at not less than the earnings and other benefits that had accrued to the employee when the maternity leave started.
- (e) Employees eligible for Alberta Health Care coverage and other benefits shall continue receiving those benefits for the duration of the leave.

#### 22.07 Parental Leave

- (a) Unpaid Parental or Adoption leave shall be granted in accordance with the Alberta Employment Standards Act and the Government of Canada's Employment Insurance program for Parental or Adoption Leave benefits. Those provisions are outlined in 22.06 to 22.07. If the Provisions legislated by the Provincial Government or Federal Government change from those in 22.06 to 22.07, the new changed provisions shall prevail.
- (b) Parents shall, at their request, be granted an unpaid parental leave up to a maximum of thirty-seven (37) consecutive weeks, to be taken within the fifty-three (53) week period after the child's birth.
- (c) An employee must give the Employer at least six (6) weeks written notice of the date the employee will start parental leave unless;

- (1) the medical condition of the birth mother or child makes it impossible to comply with this requirement;
- (2) the date of the child's placement with the adoptive parent was not foreseeable.

The company reserves the right to request appropriate documentation certifying the adoption or birth.

- (d) The employee, when returning to work, shall give the Employer four (4) weeks' notice of their date of return.
- (e) The employee shall be returned to their former position at the completion of their leave of absence. Should the position no longer exist, the employee shall be provided with alternative work of a comparative nature at not less than the earnings and other benefits that had accrued to the employee when the parental leave started.
- (f) Employees eligible for other benefits shall continue receiving those benefits for the duration of the leave.

#### **22.08 Citizenship ceremony leave**

An employee who has completed the probationary period and has been granted citizenship is entitled to one half day (0.5) off of work, without pay, to attend the ceremony.

#### **22.09 Compassionate care leave**

An employee who has completed the probationary period and has a family member with a terminal illness may be granted a leave of absence, without pay, from work up to twenty-seven (27) weeks upon submission of a medical certificate. The employee must give the employer forty-eight (48) hours notice of return to work.

#### **22.10 Critical illness of a child leave**

An employee who has completed the probationary period and has a child (under the age of 18 years old) with a critical illness may be granted a leave of absence, without pay, from work up to thirty-six (36) weeks upon submission of a medical certificate. If possible, the employee will give the employer two (2) weeks notice of the leave. The employee must give the employer one (1) weeks notice of return to work. Employees may be eligible for EI benefits while on critical illness leave.

**22.11 Death or disappearance of a child leave**

An employee who has completed the probationary period and **has a child (under the age of 18 years old)** may be eligible for a leave of absence, **without pay, in the event of a death or disappearance of a child;**

- (a) **Up to fifty-two (52) weeks in the event of a disappearance of a child. If child is found return to work within fourteen (14) days.**
- (b) **Up to one hundred four (104) weeks if the death is the result of a criminal activity. One (1) week notice of return to work.**

Employees may be eligible to supplemental benefits provided through outside organizations.

**22.12 Domestic Violence Leave**

An employee who has completed the probationary period and has been subject to violence at home, may be eligible for domestic violence leave, **without pay, for up to ten (10) days.**

**22.13 Long term illness and injury leave**

An employee who has completed the probationary period may be eligible for long term illness and injury leave, **without pay, for a duration of up to sixteen (16) weeks.** In the case of illness, injury, or quarantine with the submission of a medical certificate. One (1) week return to work notice must be provided to the employer. The employee may be eligible for EI while on the leave. This leave can not be carried forward year over year.

**22.14 Personal and family responsibility leave**

An employee who has completed the probation period may be eligible for a personal and family responsibility leave, **without pay, for a duration of up to five (5) days off, for the health of an employee or health of a family member.** This leave may not be carried forward year over year.

**22.15 Reservist leave**

An employee is eligible for Reservists leave, **without pay, upon completion of twenty-six (26) weeks employment.** Four (4) weeks notice of leave shall be given to the employer, while being **deployed with Canadian Forces or other training, for a duration of twenty (20) calendar days or as long as deployment required.** Return to work notice shall be four (4) weeks. Documentation shall be required for approval of leave.

**22.16** The Employer shall grant four (4) day's leave of absence, without pay, per calendar year to at least one (1) and a maximum of two (2) stewards per facility for the purpose of attending steward seminars. Stewards shall provide the Employer at least two (2) weeks notice of such leave.

**22.17** Education Leave

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer will pay the tuition cost associated with such courses. If required by the Employer, an employee shall be entitled to a leave of absence with pay without loss of seniority and benefits to write examinations to upgrade her employment qualifications.

The Employer agrees to pay a minimum of three (3) hours pay at the current provincial minimum rate, for all time spent in optional training or education that is directly related to the employee's work, and which is authorized by the Employer.

**ARTICLE 23 - WORKERS' COMPENSATION**

**23.01** If an employee is injured or becomes ill during a shift and their absence is covered under the Workers' Compensation Act then the Employer shall pay the employee for their full shift, irrespective of the number of hours worked.

**23.02** Once the employee starts receiving cheques from the Compensation Board, they may receive the cheques directly from the Compensation Board and make arrangements with the Employer to pay all the necessary deductions.

**23.03** Employees shall not be paid sick leave benefits when they are absent from work and drawing Worker's Compensation. Employees absent on Worker's Compensation will continue to accrue sick leave credits for thirty (30) days and vacation entitlements for sixty (60) days. Where employees are absent on Worker's Compensation for longer than the days specified in this Article, they shall not accrue any further sick leave credits or vacation entitlements for the duration of the absence. An employee's seniority shall continue to accrue while on Worker's Compensation.

**23.04** An employee who has been on Worker's Compensation in excess of thirty (30) calendar days and who is certified by the Worker's Compensation Board to be fit to return to work and who is capable of performing the duties of her former position, shall provide the employer with fourteen (14) days written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) days where agreed among the Employer, the Union, and the employee.

- 23.05 The employee shall keep the Employer informed of the progress of their condition on an on-going basis. Reporting time not to exceed thirty (30) days or as agreed upon in writing.
- 23.06 An employee who returns to work after an absence on Worker's Compensation in excess of sixty (60) calendar days shall be entitled to unpaid vacation days based on their years of employment and they will be paid the amount accrued in their vacation bank.

#### **ARTICLE 24 - BEREAVEMENT LEAVE**

- 24.01 An employee who has completed the probationary period and is bereaved of a spouse, parent, grandparent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchild, shall be granted a leave of absence up to five (5) days with pay inclusive of the funeral to grieve. Additional days may be granted for travel to the funeral at the discretion of the CAO provided the employee attends the funeral. All bereavement leave shall be taken consecutively. An employee who has not completed the probationary period shall be granted a leave of absence; however, such leave may be without pay.
- 24.02 Bereavement pay shall only apply to days on which the employee was scheduled to work.
- 24.03 An employee shall not receive bereavement pay when already receiving any other paid leaves. If an employee attends the funeral of a member in the Immediate family (as specified in 24.01) while being on sick leave, the bereavement leave will not be charged against accumulated sick leave.
- 24.04 Employees will be entitled to request an unpaid leave of absence to attend the funeral of a close relative.
- 24.05 The employer may request proof of attendance for a funeral attended by an employee.

#### **ARTICLE 25 - JURY DUTY**

- 25.01 The Employer shall reimburse an employee on jury duty at regular rates of pay for each day while serving on jury duty. The employee must provide the Employer with a signed document from the clerk of the court, stating the days in attendance and the amount of payment received from the court. The Employer shall deduct payments received from the court from the employee's wages.
- 25.02 It shall be the employee's responsibility to advise the Employer immediately of the date(s) they are to serve on jury duty.

## **ARTICLE 26 - SHOE AND WORK CLOTHING ALLOWANCE**

26.01 Kitchen staff shall be provided with aprons, free of charge, if such aprons must be worn during work.

26.02 Shoe and Work Clothing Allowance shall be paid to all employees by separate cheque, upon presentation of receipt(s) tendered prior to December 1, in accordance with the following schedule:

All permanent employees who have completed one thousand and forty hours (1040) worked, are entitled to receive the shoe and work clothing allowance to a maximum of one hundred and fifty dollars (\$150.00) once per calendar year.

Casual employees are required to complete two thousand and eighty (2080) hours between eligibility periods for another shoe and work clothing allowance.

26.03 Footwear for all employees must be clean and dry and meet the standards laid out by Alberta Occupational Health and Safety, and food safety regulations.

26.04 Casual employees, after the completion of 2080 hours will be entitled to the provisions of Article 26.02 (Shoe and Work Clothing Allowance).

## **ARTICLE 27 -TRANSPORTATION**

27.01 Employees shall not transport residents in their own or other personal vehicles.

## **ARTICLE 28 – WARNING, SUSPENSION AND DISCHARGE**

28.01 When the behaviour or performance of an employee calls for written reprimand by the Employer, a copy of this written reprimand shall be forwarded immediately to the Stewards and the Union. Letters of reprimand or discipline shall be removed from an employee's file and record eighteen (18) months from the date of issue.

28.02 Union stewards will be present for all discipline meetings or any meeting which may lead to discipline. Employees may refuse steward participation with a declaration in writing that will be shared between the Union and the Employer..

28.03 Within five (5) working days following a reprimand the employee, if they have completed the probationary period, may process a complaint about the reprimand via the grievance procedure.

28.04 Within five (5) working days following a suspension or discharge, the employee, provided they have completed the probationary period, may, together with a Union Representative, question the Employer about the reasons for the suspension or discharge. Within five (5) working days following this discussion, the Union may process the complaint via Step 1 of the grievance procedure.

## **ARTICLE 29 - GRIEVANCE PROCEDURE**

29.01 The parties to this Agreement recognize the stewards and the CUPE Local 417 Representatives as the agents through which employees shall process their grievance.

The Employer or the Union shall not be required to consider or process any grievance which arises out of any action or condition more than five (5) workdays after the subject of such grievance occurred.

29.02 If the action or condition is of a continuing or recurring nature, the limitation period shall not begin to run until the action or condition has ceased. The limitation period, application, or administration of this Agreement. At no time may an employee or group of employees file a grievance on behalf of another employee.

29.03 A Group Grievance is defined as a single grievance, signed by a steward and a CUPE Local 417 Representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievers shall be listed on the grievance form. Should such a grievance be referred to arbitration the matter shall be adjudicated as a group grievance.

29.04 A Policy Grievance is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. When submitted by the Employer it can relate to the conduct of the Union, its representative or steward. A policy grievance may be submitted by either party to arbitration under Article 27, bypassing Steps 1 and 2. A policy grievance shall be signed by a steward and a CUPE Local 417 Representative and submitted to the Employer's Representative and its head office. In the case of an Employer's policy grievance, the grievance shall be signed by the Employer or his representative.

29.05 An earnest effort shall be made to settle issues arising from the application of this agreement fairly and promptly through discussion between the parties to avoid the need for formal grievance. An employee who believes they has a grievance must, accompanied by a steward or a CUPE Local 417 Representative, orally submit their complaint to their CAO (Chief Administration Officer) within five (5) workdays (excluding Saturdays, Sundays and holidays) after the act or condition which caused the grievance. The CAO (Chief Administration Officer) will deal with the grievance not later than the third (3rd) workday following the day on which the grievance is submitted

and will notify the grievor and the Union Representative of their decision in writing within three (3) workdays following the said meeting.

Step 1

If the difference is not resolved satisfactorily in discussions, it may become a grievance, The grievance shall be reduced to writing, setting forth:

- (a) the nature of the grievance and the circumstances out of which it arose;
- (b) the remedy or correction required;
- (c) the section or sections of the Agreement infringed upon or claimed to have been violated.

The written grievance shall be submitted in this form to the Administrator or designee within five (5) days of the acting causing the grievance. On the grievance form the Administrator or designee shall make known their decision to the griever within five (5) days of receipt of the grievance and provide the grievor and Steward with a copy of the decision.

In the event that the parties are unable to settle the grievance at Step 1 of the procedure, the Union may submit the grievance to arbitration within fourteen (14) days of receipt of the decision of the Administration of the Employer. A notice of submission to arbitration must be given in writing.

- 29.06 The time limits expressed in the foregoing shall be exclusive of Saturdays, Sundays and Statutory Holidays and normal time off of the employee(s) involved.
- 29.07 In the event that the initiator of the grievance fails to follow the procedure and time limits established in this section, the grievance shall be deemed to be abandoned.
- 29.08 A written grievance will indicate the nature of the grievance and remedy sought by the grievor. A copy of the grievance shall be forwarded to the head office of the Employer.

**ARTICLE 30 - ARBITRATION**

- 30.01 If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration.
- 30.02 The party requiring arbitration must serve the other party with written notice of the desire to arbitrate within fourteen (14) days after receiving the decision given at step 2 of the grievance procedure.

- 30.03 If a party wishes to arbitrate a dispute, it shall normally be done by a sole arbitrator, unless the parties agree to establish an arbitration panel.
- 30.04 In the event of a sole arbitrator, the two parties shall jointly select a sole arbitrator. In case they are unable to reach agreement on this matter, either party may request the Minister of labour to appoint an arbitrator.
- 30.05 All references in this Article to a sole arbitrator shall equally apply to a board of arbitration.
- 30.06 If the parties agree to opt for a board of arbitration, the two parties shall each nominate an arbitrator within seven (7) days and each shall notify the other party of the name and address of its nominee. The two arbitrators so appointed shall jointly select a chairman. If they are unable to agree on the selection of a chairman within seven (7) days of their appointment, either party to the dispute may request the Minister of Labour to appoint a chairman.
- 30.07 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as chairman of an arbitration board or as sole arbitrator.
- 30.08 The decision of a majority is the decision of the arbitration board but if there is no majority, the decision of the chairman of the arbitration board, or the decision of the sole arbitrator, governs.
- 30.09 Notices of desire to arbitrate a dispute and of nomination of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 30.10 If a party falls to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with this Article, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 30.11 The arbitration board shall have the Jurisdiction, power and authority to give relief for default in complying with the time limits set out in the Articles dealing with grievance and arbitration procedures where it appears that the default was due to reliance upon words or conduct of the other party.
- 30.12. The sole arbitrator (or arbitration board) is to be governed by the following provisions:
- (a) Shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or employer affected it;

- (b) Shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations;
- (c) Shall not have the power to alter or amend any of the provisions of this Agreement;
- (d) The parties and the arbitrator shall have access to the Employer's premises to view working conditions or operations which may be relevant to the resolution of a grievance only;
- (e) where the arbitrator is of the opinion that there is proper cause for disciplining an employee but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the arbitrator may substitute a penalty which is, in its opinion, just and equitable except in case of resident abuse or theft;
- (f) The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable;
- (g) Each of the parties shall pay one-half (0.5) of the remuneration and expenses of the sole arbitrator or chairman of the board.

### **ARTICLE 31 - DURATION**

- 31.01 This Agreement shall continue in full force and effect from the first (1st) day of January, two thousand twenty-three (2023) up to and including the thirty-first (31st) day of December, two thousand twenty-four (2024) and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period from one hundred and twenty (120) days to thirty (30) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.
- 31.02 All terms and conditions agreed to in collective bargaining shall be effective upon ratification with the exception of those effective dates which are specifically set out in the Memorandum of Settlement and/or this Agreement.
- 31.03 All terms and conditions outlined herein shall remain in full force and effect while negotiations for a new agreement are taking place.

Dated at Sylvan Lake, Alberta this \_\_\_\_\_ day of February, 2024

Signed on behalf of  
SYLVAN LAKE FOUNDATION

\_\_\_\_\_  
*T. Elliott*

\_\_\_\_\_

Signed on behalf of  
CUPE LOCAL 417

\_\_\_\_\_  
*[Handwritten Signature]*

\_\_\_\_\_  
*[Handwritten Signature]*

**SCHEDULE "A" – CLASSIFICATION AND HOURLY RATES OF PAY**

<b>Classification</b>	<b>Levels</b>	<b>Current as of January 1, 2022</b>	<b>Effective January 1, 2023 .50 cents</b>	<b>Effective January 1, 2024 2%</b>
<b>Dietary / Housekeeping Aide</b>	Start	\$ 17.72	\$ 18.22	\$ 18.58
	1 Year	\$ 18.43	\$ 18.93	\$ 19.31
	2 Years	\$ 19.27	\$ 19.77	\$ 20.17
	3 Years	\$ 19.99	\$ 20.49	\$ 20.90
<b>Activity Aide</b>	Start	\$ 19.96	\$ 20.46	\$ 20.87
	1 Year	\$ 20.87	\$ 21.37	\$ 21.80
	2 Years	\$ 21.93	\$ 22.43	\$ 22.88
	3 Years	\$ 22.91	\$ 23.41	\$ 23.88
<b>Night Staff</b> majority of hours falls between 12:00 am to 8:00 am	Start	\$ 20.28	\$ 20.78	\$ 21.20
	1 Year	\$ 21.26	\$ 21.76	\$ 22.20
	2 Years	\$ 22.17	\$ 22.67	\$ 23.12
	3 Years	\$ 23.18	\$ 23.68	\$ 24.15
<b>Evening Staff</b> majority of hours falls between 4:00 pm to 12:00 am	Start	\$ 19.83	\$ 20.33	\$ 20.74
	1 Year	\$ 20.70	\$ 21.20	\$ 21.62
	2 Years	\$ 21.70	\$ 22.20	\$ 22.64
	3 Years	\$ 22.61	\$ 23.11	\$ 23.57
<b>Journeyman Cook</b>	Start	\$ 23.03	\$ 23.53	\$ 23.53
	1 Year	\$ 24.07	\$ 24.57	\$ 24.57
	2 Years	\$ 25.18	\$ 25.68	\$ 25.68
	3 Years	\$ 26.35	\$ 26.85	\$ 26.85
<b>Relief Cook</b>	Start	\$ 19.97	\$ 20.47	\$ 20.88
	1 Year	\$ 20.66	\$ 21.16	\$ 21.58
	2 Years	\$ 21.47	\$ 21.97	\$ 22.41
	3 Years	\$ 22.26	\$ 22.76	\$ 23.22
<b>Maintenance</b>	Start	\$ 23.36	\$ 23.86	\$ 24.34
	1 Year	\$ 24.45	\$ 24.95	\$ 25.45
	2 Years	\$ 25.59	\$ 26.09	\$ 26.61
	3 Years	\$ 26.74	\$ 27.24	\$ 27.78

CUPE 417-10 Sylvan Lake Foundation Collective Agreement 2023 - 2024

<b>Coordinators:</b>	Start	\$	25.35	\$	25.85	\$	26.37
Dietary / Housekeeping	1 Year	\$	26.35	\$	26.85	\$	27.39
	2 Years	\$	27.37	\$	27.87	\$	28.43
	3 Years	\$	28.44	\$	28.94	\$	29.52

## **SCHEDULE B – OUTLINE OF INSURANCE PLAN COVERAGE FOR SERVICE PLAN**

*(This schedule does not form part of the Collective Agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of changes to the Insurance contract the Insurance contract will apply).*

- \$50,000.00 life insurance per employee under the age of 65; \$25,000.00 per employee between the ages of 65 and 74 inclusive, coverage terminates at 75.
- \$50,000.00 AD & D per employee under the age of 65; \$25,000.00 per employee between the ages of 65 and 70 inclusive, coverage terminates at 71.
- Dental plan at the latest fee schedule available
  - Basic services: 80% up to \$2,000.00 per person annual
  - Major Services 50% up to \$2,000.00 per person annual
  - Orthodontic 50% up to \$2,500.00 lifetime maximum per child under 19
- Prescription drug plan for employee and family at 80% up to \$3,000.00 paid (not claimed) annually and 100% thereafter.
- Vision coverage for employee and family
  - Glasses \$300.00 every two years rolling
  - Contact lenses \$200.00 every two years rolling
  - Dependent children less than 18 years per year rolling
- Extended health coverage for employee and family
  - Paramedical coverage
  - Emergency Out of Country coverage
- Semi-private hospital coverage
- Long term disability benefit of sixty percent (60%) of monthly earnings, to a maximum of \$1,500.00. Elimination period for this benefit is one hundred nineteen (119) days. Benefits end the earlier of age 65 or rehabilitation or retirement. Benefit is taxable.
- EFAP (Employee and Family Assistance Program)

**Refer to the benefits booklet or contract for specific coverage. This is a summary only the benefits provider contract prevails.**

**Letter Of Understanding**

Between

SYLVAN LAKE FOUNDATION

And

CUPE LOCAL 417

**RE: BULLYING, HARASSMENT, AND VIOLENCE IN THE WORKPLACE**

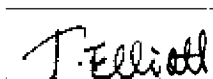
The parties agree to develop a comprehensive strategy to combat bullying, harassment and violence in the workplace. That this strategy recognizes The Sylvan Lake Foundation currently has a comprehensive policy titled: Workplace Violence and Harassment.

The strategy will have the following outcomes:

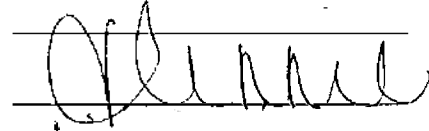
1. Employees understand the concepts of bullying, harassment and violence as they may encounter in the different relationships within their work environment.
2. Employees understand the role of Protection of Persons in Care Act and the limits of how they may interact with residents and how to interpret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

Dated at Sylvan Lake, Alberta this \_\_ day of February, 2024

Signed on behalf of  
SYLVAN LAKE FOUNDATION



Signed on behalf of  
CUPE LOCAL 417



**Letter Of Understanding**

Between

SYLVAN LAKE FOUNDATION

And

CUPE LOCAL 417

**RE: IF AB HEALTH CARE PREMIUMS ARE REINTRODUCED**

The Employer agrees to meet with the Union and the Employees to discuss the implications of the possibility of Alberta Health Care premiums being reintroduced.

This meeting will be used to determine the costs associated with Alberta Health Care premiums, and how these costs are going to be distributed.

This Letter of Understanding will expire at the end of this current Collective Agreement, December 31, 2022, and all employees will be governed by the terms and conditions contained in the body of the Collective Agreement.

Dated at Sylvan Lake, Alberta this \_\_\_ day of February, 2024

Signed on behalf of  
SYLVAN LAKE FOUNDATION

\_\_\_\_\_  
*T. Elliott*  
\_\_\_\_\_  
\_\_\_\_\_

Signed on behalf of  
CUPE LOCAL 417

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

**Letter Of Understanding**

Between

SYLVAN LAKE FOUNDATION

And

CUPE LOCAL 417

**RE: MAINTENANCE WAGE RATES**

The parties agree to meet before the end of 2022 to review and evaluate the wage rates for the Maintenance position, or sooner if the position becomes vacant before then.

This Letter of Understanding will expire at the end of this current Collective Agreement, December 31, 2022, and all employees will be governed by the terms and conditions contained in the body of the Collective Agreement.

Dated at Sylvan Lake, Alberta this \_\_ day of February, 2024

Signed on behalf of  
SYLVAN LAKE FOUNDATION

\_\_\_\_\_  
*T. Edcott*  
\_\_\_\_\_  
\_\_\_\_\_

Signed on behalf of  
CUPE LOCAL 417

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

**Letter Of Understanding**

Between

**SYLVAN LAKE FOUNDATION**

And

**CUPE LOCAL 417**

**RE: PENSION PLAN**

1. All language in Article 21 of the Collective Agreement will be updated to delete references to the previous CLAC pension plan.
2. New language will be developed to reflect the new Pension Plan.
3. Terms affecting the contributions of the Employer and Employee are not subject to this Letter of Understanding.

Dated at Sylvan Lake, Alberta this \_\_ day of February, 2024.

Signed on behalf of  
SYLVAN LAKE FOUNDATION

\_\_\_\_\_  
*T. Elliott*  
\_\_\_\_\_  
\_\_\_\_\_

Signed on behalf of  
CUPE LOCAL 417

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

**Letter Of Understanding**

Between

SYLVAN LAKE FOUNDATION

And

CUPE LOCAL 417

**RE: DIETARY COORDINATOR**

The Employer will work with the Dietary Coordinator to determine if they want to rejoin the Union or remain part of the non-unionized part of the staff.

If the Coordinator decides to remain outside of the unionized staff, the employer will develop a transition plan to ensure that the Coordinator does not have "day to day" duties within the kitchen operations.

The Employer has until June 30<sup>th</sup>, 2024 to make this change.

Dated at Sylvan Lake, Alberta this \_\_\_ day of February, 2024.

Signed on behalf of  
SYLVAN LAKE FOUNDATION

\_\_\_\_\_  
*T. Elliott*

\_\_\_\_\_  
\_\_\_\_\_

Signed on behalf of  
CUPE LOCAL 417

\_\_\_\_\_  
*Shirley*

\_\_\_\_\_  
*M. [unclear]*

## Letter Of Understanding

Between

SYLVAN LAKE FOUNDATION

And

CUPE LOCAL 417

### RE: UNION/MANAGEMENT COMMITTEE

The parties agree to participate in ongoing meetings of a **Union/Management** Committee. The structure and mandate of the committee shall be as outlined below:

- (1) The committee shall include representation from the **Employer** and the **Union**, with a **minimum of two (2) representatives from each party attending meetings**.
- (2) The purpose of the committee shall be to share information related to the operation of the **Employer** in matters that concern the **Union**. The committee may discuss matters of mutual interest raised by the **Union** or the **Employer**.
- (3) The committee shall have no authority to address grievances arising from the terms of the **Collective Agreement**, and shall not have authority to alter, amend, or waive any provisions of the **Collective Agreement**.
- (4) The committee may review complaints and differences, aside from formal grievances, with a goal of achieving improved understanding and, where possible, acceptable resolutions.
- (5) Discussions shall be of a constructive nature, with a goal of improving service to residents, and **Employees**. Furthermore, the intent shall be to maintain positive relations between the **Employer** and **Employees**.
- (6) The committee shall endeavor to meet three times per year in the fall, winter, and spring **or as required**.
- (7) **Representatives of the Union** and the **Employer** shall alternate as chairpersons. **The parties will also alternate taking minutes and those minutes will be circulated within a week after the meeting.**
- (8) Employees shall not suffer any loss of pay for time spent at committee meetings.
- (9) The committee shall remain in effect from year to year, unless discontinued by mutual agreement.

Dated at Sylvan Lake, Alberta this \_\_\_ day of February, 2024.

Signed on behalf of  
SYLVAN LAKE FOUNDATION

\_\_\_\_\_  
*T. Elliott*  
\_\_\_\_\_  
\_\_\_\_\_

Signed on behalf of  
CUPE LOCAL 417

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_