

COLLECTIVE AGREEMENT

between

SMOKY LAKE FOUNDATION
(Bar-V-Nook Manor and Vilna Lodge)

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1461**

CUPE / *Canadian Union
of Public Employees*

July 1, 2014 – December 31, 2015



Canadian Office & Professional Employees
Local 491

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COLLECTIVE AGREEMENT

- between -

SMOKY LAKE FOUNDATION (Bar-V-Nook Manor and Vilna Lodge)
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 Foundation 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

- 1.1 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 until December 31, 2015, and from year to year thereafter unless either party gives notice in accordance with the *Labour Relations Code*.
- 1.2 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
- 1.3 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

- 2.1 "Full-time Employee" shall mean an employee who occupies a position designated by the Employer 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 regularly works one hundred and sixty (160) hours or more per month shall be considered a full-time employee.
- 2.2 "Part-time Employee" shall mean an employee who occupies a position designated as a part-time position and who has completed the required probationary period thereof and who has since remained continuously employed with the Employer.
- 2.3 "Casual Employee" shall mean an employee hired to work on a call-in basis and is not regularly scheduled. A casual employee may replace an employee who is absent or to do work for a short-term duration, not to exceed thirty (30) consecutive calendar days. 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 sixty (60) shifts, they will move to the Regular rate of pay.
- 2.4 "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.
- 2.5 "Classification" shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.
- 2.6 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. Words in the feminine gender shall include the masculine and words in the masculine shall include the feminine.

- 2.7 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.
- 2.8 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

- 3.1 The Union recognizes that it is the exclusive right of the Employer to exercise all of the usual and customary functions of Management. Without restricting the generality of the foregoing, such managerial functions include the right of the Employer to manage its business, the right to direct the working forces, and the right to hire, suspend, discharge, transfer, discipline, promote or demote any employee. The exercise of its managerial rights by the Employer shall be subject to the express terms of this Collective Agreement.
- 3.2 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 his/her employment, except through just cause.

ARTICLE 4 - UNION SECURITY

- 4.1 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 salary schedule of this Collective Agreement.
- 4.2 An employee shall not be required to make any written or oral agreement which may be in conflict with the terms of this Collective Agreement.
- 4.3 The Employer shall deduct from employees within the scope of this Collective Agreement an amount equal to the monthly union dues in a manner which is in keeping with the payroll system of the Employer based on regular monthly 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.
- 4.4 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.
- 4.5 The Union may post notices on bulletin boards provided that such notices are approved by the Employer.
- 4.6 The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training,

up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, ethnic origin, ancestry, religion, political affiliation or activity, sexual orientation, gender, marital or parental status, family relationship, place of residence, disability, nor by reason of his or her membership or activity in the Union or any other reason.

ARTICLE 5 - NEW CLASSIFICATION

- 5.1 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.
- 5.2 Existing classifications shall not be eliminated or changed without prior consultation with the Union.

ARTICLE 6 - PROBATIONARY PERIOD

- 6.1 Full-time employees, upon hiring shall serve a probationary period of sixty (60) shifts worked. Part-time employees shall serve a probationary period of four hundred eighty (480) hours worked. An employee may be terminated at any time during this period without recourse to the grievance procedure.

ARTICLE 7 - PROMOTIONS

- 7.1 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 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.
- 7.2 When a new position is created, or when a vacancy occurs, which shall include the resignation of an incumbent, either inside or outside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards 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.
- 7.3 Vacancies shall be posted internally and advertised externally concurrently. The internal applications will be fully processed before any external candidates are considered.
- 7.4 A regular employee who is the successful applicant on a posting shall be considered on a trial period in the new position for thirty (30) shifts worked following the date of 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 8 - DISCIPLINE AND TERMINATION

- 8.1 The Employer may give an employee a written warning notice or a notice of discipline for a breach of discipline. 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.
- 8.2 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.
- 8.3 Past Warning Notices or Notices of Discipline shall be deemed void after a regular employee has maintained a clear record for a period of twenty-four (24) months.
- 8.4 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.
- 8.5 In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.
- 8.6 Employees shall be provided with a copy of all of their own yearly employee evaluations.

ARTICLE 9 - SENIORITY

- 9.1 Seniority shall be determined by length of continuous service as an employee.
- 9.2 Upon successful completion of the probationary period, an employee shall be credited with seniority from the date they last commenced continuous service.
- 9.3 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 (30th) day and during the remainder of such absence.

ARTICLE 10 - WORKING CONDITIONS

10.1 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 workweek shall commence on Sunday.

10.2 a) Hours of work for part-time and casual employees shall consist of:

- i) a minimum of three (3) hours per shift.
- ii) up to eight (8) hours in any one 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 Board 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. 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 has 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.

10.3 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.

10.4 Each employee shall be permitted a fifteen (15) minute rest period during each four (4) consecutive hours of his/her normal shift.

10.5 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.

10.6 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.

10.7 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.

10.8 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 one dollar and fifty cents (\$1.50) per hour for each hour worked.

b) An employee who works on a Saturday and/or Sunday shall receive an additional one dollar and fifty cents (\$1.50) per hour for each hour worked.

10.9 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.

10.10 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.

10.11 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.

10.12 It is agreed that two (2) staff members will work the 7:00 p.m. – 11:00 p.m. shift at Bar-V-Nook Manor, seven (7) days per week.

ARTICLE 11 - OVERTIME

11.1 Where an employee is required 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 (1 1/2) times per regular hourly rate of pay for each hour worked.

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

11.3 Employees shall not be required to lay-off during their regular shift to equalize any overtime worked previously.

ARTICLE 12 - REPORTING PAY

12.1 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 her 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.

- 12.2 An employee who is called in by management or administration and required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at regular rates 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.
- 12.3 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 fifty (\$50.00) dollars.

ARTICLE 13 - REMUNERATION

- 13.1 Employees shall be paid twice monthly 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. Paydays shall be every second Monday and employees shall be paid by direct deposit to the financial institution of their choice.

ARTICLE 14 - RECOGNIZED HOLIDAY

- 14.1 The following days are recognized 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	

and any other day proclaimed as a general holiday by the Federal, Provincial and Municipal Governments.

- 14.2 In order to qualify for a recognized holiday, an employee must have been employed by the Employer for at least thirty (30) working days during the twelve (12) calendar months immediately preceding the holiday and must have worked her last scheduled shift immediately following the holiday and her shift during the holiday if required to do so, except where the employee is absent due to substantiated illness or other reason acceptable to the Employer and such absence commenced not more than five (5) days prior to the holiday.
- 14.3 In respect of each recognized holiday for which an employee qualifies the Employer shall provide such employee with:

- a) the recognized holiday off with pay, or
 - b) an alternative day off with pay in lieu, or
 - c) a day's pay in lieu
- 14.4 An employee shall be paid for a recognized holiday for which she is qualified at her regular rate of pay for her normal daily hours of work.
- 14.5 All part-time and casual employees shall receive Recognized Holiday pay at the rate of four point three percent (4.3%) of their regular earnings paid at their regular rate of pay in lieu of the Recognized Holiday and paid on each paycheck.
- 14.6 An employee scheduled to work on a recognized holiday shall be paid for all hours worked on the holiday at one and one-half (1 ½X) times her regular rate of pay.
- 14.7 When a recognized holiday for which an employee is qualified falls during her vacation period, a day shall be added to her vacation period.

ARTICLE 15 - ANNUAL VACATION

15.1 Full-time employees shall be eligible to receive annual 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 pro-rated portion thereof
One (1) year or more	Fifteen (15) scheduled working days
On the sixth (6 th) anniversary of employment and each year thereafter	Twenty (20) scheduled working days
On the thirteenth (13 th) anniversary of employment and each year thereafter	Twenty-five (25) scheduled working days
On the twentieth (20 th) anniversary of employment and each year thereafter	Thirty (30) scheduled working days

- 15.2 Vacation pay shall be at the regular rate of pay of the employee.
- 15.3 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.

- 15.4 All employees shall receive their vacation pay based upon years of service as set forth in Article 15.1 above. Vacation pay shall be paid at the time the vacation is taken.
- 15.5 Employees may select their vacation time three (3) times per year. It is understood by the Employer and the Union that vacation pay will be limited to a maximum of only two (2) payments per year.
- 15.6 The vacation year shall be January 1st through December 31st inclusive.

ARTICLE 16 - SICK LEAVE

- 16.1 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.
- 16.2 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 and 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 her monthly hours of work bear to one hundred and sixty (160) hours.
- 16.3 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.
- 16.4 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 five (5) or more consecutive working days. Such certificate must certify that the employee was unable to carry out her duties by reason of illness. The Employer reserves the right to require an employee to be examined by a qualified Medical Practitioner mutually agreed upon between the employee and the Employer.
- 16.5 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.
- 16.6 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.

- 16.7 In order to qualify for sick leave benefits, an employee shall provide not less than two (2) hours prior notice to the Employer that she is unable to attend at work due to sickness. In the case of a night shift, six (6) hours advance notice is necessary.

ARTICLE 17 - MATERNITY/PATERNITY/ADOPTION LEAVE

- 17.1 The Employer shall provide maternity, paternity 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 18 - OTHER LEAVES

18.1 Bereavement Leave

- a) An employee 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 child, parent, legal guardian, spouse, same sex partner, brother, sister, parent-in-law, grandparent, brother-in-law, sister-in-law, common law spouse, son-in-law, daughter-in-law, grandchild, spouse's grandparent, step-parent, stepchild and fiancé(e).
- b) Where the funeral takes place outside of Alberta, such leave may be extended by up to two (2) 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.

18.2 Civic Responsibility

- a) Civic responsibility time off without loss of pay will be granted when necessary for mandatory court appearances and voting or when selected for jury duty.
- b) The Employer will reimburse employees scheduled to work for the difference between any fees or monies (not including per diems for meals and accommodation) she might receive in fulfilling her civic responsibilities.

ARTICLE 19 - LEAVE TO ATTEND COLLECTIVE BARGAINING

- 19.1 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 Vilna Lodge for the purpose of attending at negotiation meetings with the Employer when such negotiations are in respect of a Collective Agreement to succeed this Collective Agreement and 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, or 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 20 - GENERAL PROVISIONS RELATING TO LEAVE OF ABSENCE

- 20.1 An employee who is absent on authorized leave without pay in excess of thirty (30) consecutive calendar days shall cease to accrue benefits and seniority under this Collective Agreement.
- 20.2 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.
- 20.3 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.

ARTICLE 21 - BENEFITS

- 21.1 The Employer shall contribute in respect of each employee, on producing receipts, seventy-five percent (75%) of the monthly premiums per contract for the Alberta Health Care Plan and the basic Alberta Blue Cross Plan.

- 21.2 An employee hired prior to and including the fifteenth (15th) of the month will be deemed to have commenced employment at the beginning of the month and an employee who commenced employment after the fifteenth (15th) of the month will be deemed to have commence employment at the beginning of the next succeeding month for the purpose of determining the effective date of benefits coverage.
- 21.3 A part-time employee shall be eligible for benefits on a pro-rata basis in the proportion that her hours of work bear to the hours of work of a full-time employee.
- 21.4 **Pension Plan**
- a) All employees who have completed the probationary period as provided for in Article 8 shall be enrolled in The Nursing Homes and Related Industries Pension Plan (WHRIPP). 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 21.4 a), and thereafter the Plan shall be managed in accordance with the Plan's terms and conditions.

ARTICLE 22 - LAY-OFF AND RECALL

- 22.1 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.
- 22.2 Employees currently being reimbursed for the basic Alberta Blue Cross Plan as per Article 21.1 may choose to continue to be reimbursed. Those who choose not to continue Alberta Blue Cross and all other employees will receive a five hundred dollar (\$500) Health Spending Account prorated for full-time hours. The Health Spending Account will be administered by the Employer. This does not preclude the Employer and Union from continuing to look at other plans that may provide superior benefits.
- 22.3 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, she 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.
- 22.4 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 her employment with the Employer. It shall be the responsibility of the employee to keep the Employer informed of her current address.

ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

- 23.1 Any notice or advice which the Employer is required to give to the Union shall be sufficient if delivered to the President of the Local.
- 23.2 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.
- 23.3 The Union shall have the right at any stage of the grievance procedure to have the assistance of their National Representative.
- 23.4 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.
- 23.5 Steps of the **Grievance Procedure**

Step 1

An employee who has a grievance shall, within five (5) working days of the date she/he became aware of, or reasonably should have become aware of the occurrence which led to the grievance, first meet to resolve the matter with her/his immediate supervisor, and a representative of the Union, with the view to resolving the matter. If the matter is not resolved at this step, the regular employee may proceed to Step 2.

Step 2

Failing resolution of the grievance at Step 1, the Union shall, within five (5) working days of the meeting in Step 1, submit the grievance in writing to the Chief Administrative Officer, or designate, setting forth the full particulars of the grievance and identifying the clause or clauses of this Collective Agreement which are alleged to have been violated and specifying the redress sought. The Chief Administrative Officer or designate shall respond in writing within five (5) working days of receipt of the written grievance.

Step 3

Failing satisfactory resolution in Step 2, the Union shall within five (5) working days of receipt of the response from the Chief Administrative Officer or designate, submit the grievance in writing to the Chairperson of the Board of Directors, indicating the full particulars of the grievance, the clause or clauses of this Collective Agreement which are alleged to be violated and the redress sought. The Board of Directors shall schedule a meeting within five (5) working days to hear the grievance. The

Employer shall provide a written decision within five (5) working days after this meeting.

- 23.6 Failing satisfactory resolution at Step 3 and provided the grievance has been properly processed according to the provisions required by the grievance procedure, the Union shall, within seven (7) working days of receipt of the response from the Employer, notify the Employer in writing of intent to proceed to arbitration. Such notice shall include the name and address of the Union's appointee to the Arbitration Board.
- 23.7 Within seven (7) working days of receipt of notice as set forth in Article 23.6 above, the Employer shall respond in writing to the Union notifying of its appointee to the Arbitration Board.
- 23.8 The appointees to the Arbitration Board shall, within seven (7) days, endeavor to select a mutually agreeable chairperson to the Arbitration Board. If they are unable to select a mutually agreeable chairperson, they shall immediately request to the Director of Mediation Services to appoint a chairperson to the Arbitration Board.
- 23.9 The Arbitration Board shall be bound by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- 23.10 Each of the parties shall bear the expense of their respective appointees to the Arbitration Board and shall share equally the expense of the chairperson.
- 23.11 Time limits referred to in this Article may be extended by mutual agreement in writing by the parties.
- 23.12 Should the employee, or 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 24 - JOINT COMMITTEE MEETINGS

- 24.1 In an effort to improve communication and efficiency in operations, a joint committee comprised of representatives of the Employer and the Union will meet two (2) times a year.
- 24.2 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.
- 24.3 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 25 - SEVERANCE

- 25.1 a) Instead of giving a notice of termination, the Employer may pay an 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, as above.
- 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 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 26 - NO CONTRACTING OUT

- 26.1 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 27 - MEDICATIONS

- 27.1 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 28 - TRAINING

- 28.1 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.
- 28.2 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.
- 28.3 The Employer agrees to pay for other courses and/or training that the Employer will require. When an employee attends one of the required courses or training sessions, they shall do so at the basic rate of pay.

- 28.4 Employees attending a course as required by the Employer shall be entitled to the present vehicle allowance.
- 28.5 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.
- 28.6 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.

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

Signed this _____ day of _____, 2015.

**Signed on behalf of the Board
of the Smoky Lake Foundation
Bar-V-Nook Manor, Vilna Lodge**

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

APPENDIX A – WAGES

**HOURLY WAGE SCHEDULE
Bar-V-Nook Manor and Vilna Lodge**

Wage Grid 2014 - June 30, 2015

Position	SLF-Probation	July 1, 2014
		2%
Cook, Relief Cook	\$17.20	\$17.70
Maintenance Worker **(1 equiv. salary)	\$17.35	\$17.85
General Aide (HSKP/Dietary)	\$16.37	\$16.87
Team Leader	\$18.88	\$19.38
Resident Companion	\$17.71	\$18.21
Activity Aide	\$16.37	\$16.87
Health Care Aides		
Health Care Aide Supervisor		

Benefit Change – July 1, 2014 to June 30, 2015

Health Spending Account – per Full-time employees \$0.00
Blue Cross reimbursed for existing Staff submitting invoices maintained

Wage Grid July 1, 2015 – December 31, 2015

Position	SLF-Probation	July 1, 2015
Cook, Relief Cook	\$18.20	\$18.70
Maintenance Worker **(1 equiv. salary)	\$18.35	\$18.85
General Aide (HSKP/Dietary)	\$17.37	\$17.87
Team Leader	\$19.88	\$20.38
Resident Companion	\$18.71	\$19.21
Activity Aide	\$17.37	\$17.87
Health Care Aides	\$20.59	\$21.09
Health Care Aide Supervisor	\$21.74	\$22.24

Benefits

Health Spending Account – per Full-time employees \$500.00
Blue Cross reimbursed for existing Staff submitting invoices maintained.

APPENDIX B - PENSION PLAN

Further to Article 21.4 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 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 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 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 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) Social Insurance Number
- (c) Monthly Remittance
- (d) Pensionable Earnings
- (e) Year to Date Contributions
- (f) Employer portion of arrears owing due to error, or late enrolment by the Employer

(iii) To be Provided Once and if Status Changes

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

(iv) To be Provided Annually but no later than December 1st

- (a) Current complete address listing

- (b) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits

Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

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

LETTER OF UNDERSTANDING #1

between

SMOKY LAKE FOUNDATION
(hereinafter called the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1461
(hereinafter called the "Union")

The Employer agrees to adapt the work schedule so that when Meals on Wheels brings guests to the lodges and when other events such as, but not limited to bake sales, are scheduled, there shall be additional staff, besides a cook, to handle the extra volume of work.

This Letter of Understanding shall remain in force as long as the Collective Agreement remains in force.

Signed this _____ day of _____ 2015, in _____, Alberta.

**For the Smoky Lake
Foundation**

**For the Canadian Union of
Public Employees, Local 1461**

LETTER OF UNDERSTANDING #2

between

SMOKY LAKE FOUNDATION
(hereinafter called the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1461
(hereinafter called the "Union")

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. Permanent employees shall be given preference over relief employees.

The Employer agrees to loan employees 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 33% of the total tuition. The Employer also agrees to pay for one-half (1/2) of the cost of Hepatitis B shots when the employee provides receipts for these shots.

Employees who remain in the employ of the Employer shall have their loan forgiven twelve (12) months after the completion of the Health Care Aide course.

Employees who leave prior to twelve (12) months after the completion of the course shall be required to repay the employer for the entire loan.

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

This Letter of Understanding shall remain in force as long as the Collective Agreement remains in force.

Signed this _____ day of _____ 2015, in _____, Alberta.

**For the Smoky Lake
Foundation**

**For the Canadian Union of
Public Employees, Local 1461**

LETTER OF UNDERSTANDING #3

between

SMOKY LAKE FOUNDATION
(hereinafter called the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1461
(hereinafter called the "Union")

It is agreed by the parties that no employee shall suffer any recrimination, disciplinary action or adverse report for not volunteering for special events and fund raisers, and the amount of volunteer hours shall not be used as a consideration in employee evaluations. No employee shall be coerced or forced to volunteer for hours not paid by the Employer.

This Letter of Understanding shall remain in force as long as the Collective Agreement remains in force.

Signed this _____ day of _____ 2015, in _____, Alberta.

**For the Smoky Lake
Foundation**

**For the Canadian Union of
Public Employees, Local 1461**

LETTER OF UNDERSTANDING #4

between

SMOKY LAKE FOUNDATION
(hereinafter called the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1461
(hereinafter called the "Union")

The Parties hereby agree that if Licensed Practical Nurses are to be hired during the term of this Agreement, the wage rates for these positions will be subject to negotiations between CUPE Local 1461 and the Smoky Lake Foundation, prior to the hiring of these positions.

This Letter of Understanding shall remain in force as long as the Collective Agreement remains in force.

Signed this _____ day of _____ 2015, in _____, Alberta.

**For the Smoky Lake
Foundation**

**For the Canadian Union of
Public Employees, Local 1461**

LETTER OF UNDERSTANDING #5

between

SMOKY LAKE FOUNDATION
(hereinafter called the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1461
(hereinafter called the "Union")

Re: Vacation Usage

The Employer and the Union hereby agree that the Employer will amend their policy on allowing Employees to select their vacation time from two (2) times per year, to allowing Employees to select their vacation time three (3) times per year. It is understood by the Employer and the Union that vacation pay will be limited to a maximum of only two (2) payments per year.

Signed this _____ day of _____ 2015, in _____, Alberta.

**For the Smoky Lake
Foundation**

**For the Canadian Union of
Public Employees, Local 1461**

LETTER OF UNDERSTANDING #6

between

SMOKY LAKE FOUNDATION
(hereinafter called the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1461
(hereinafter called the "Union")

RE: Benefits

The Employer and the Union hereby agree that during the term of this agreement, they will jointly investigate health and benefit packages, other than those provided by Alberta Blue Cross , with the intent of providing enhanced health benefits for Employees at the same as or with a minimal increase to benefit premiums.

Signed this _____ day of _____ 2015, in _____, Alberta

**For the Smoky Lake
Foundation**

**For the Canadian Union of
Public Employees, Local 1461**

