COLLECTIVE AGREEMENT

BETWEEN

CROWSNEST PASS SENIOR HOUSING

AND

CUPE / Canadian Union of Public Employees

LOCAL 812

January 1, 2016 to December 31, 2018

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Canadian Office and Professionals Employees
CQ/LRC COPE Local #491

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This Agreement made this 1st day of January, 2016

BETWEEN

CROWSNEST PASS SENIOR HOUSING
(Hereinafter called the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 812
(Hereinafter called the "Union")

ARTICLE 1: PURPOSE OF THE AGREEMENT

1.01 It is the purpose of both Parties to this Agreement that, to the extent provided for specifically herein, this Collective Agreement shall:

a) Establish rates of pay, hours of work and other terms and conditions of employment.

b) Provide a procedure for grievances and the settlement of disputes, which may arise between the Employees, the Union and the Employer.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 Management Rights
The Union recognizes that subject to the terms of this Collective Agreement that it is the right of the Employer to exercise the regular and customary function of Management to direct the work forces, including but not limited to, the right to maintain order, discipline and efficiency, formulate and enforce rules and regulations, policies and practices to be observed by Employees; the right to change and abolish rules and practices; the right to direct, select hire, transfer, assign to jobs and schedule shifts; the right to discipline, suspend and discharge Employees for just cause. The foregoing enumeration of Management's Rights shall not be deemed to exclude other rights of Management not specifically set forth.

ARTICLE 3: UNION RECOGNITION

3.01 Bargaining Unit
The Employer recognizes the Canadian Union of Public Employees and its Local 812 as the sole and exclusive collective bargaining agent for all Employees of the Employer when employed at Crowsnest Pass Senior Housing, excluding managerial and supervisory personnel, as provided in the Alberta Labour Relations Board Certificate #52-2013, or amendments thereto.

3.02 No Permanent Full or Part-time Employee shall be laid off as a direct result of the Employer contracting out.

3.03 No Other Agreements
No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives, which may conflict with the term of this Collective Agreement.

3.04 Non-Discrimination
Solicitation of Union membership will not be conducted during working time. Neither the Employer nor the Union will discriminate in any manner against any Employee because of membership or non-membership in the Union. The Employer agrees not to discriminate in any way against an Employee for Union activity, but such activity shall not be carried on during working time, except as specifically allowed by the provisions of this Agreement.

3.05 Union & Membership Rights
The Union or its members shall have the right, at any time, to have the assistance of a CUPE National Representative, at any time, and for negotiations with respect to a renewal of this Collective Agreement.

3.06 Union Officers or Stewards shall suffer no loss of pay or benefits while investigating or processing grievances on the Employer's premises. It is agreed that such officers or stewards will obtain the permission of the Manager to leave their work for such purpose. Such permission shall be granted upon request, provided that if necessary, a suitable replacement is available.

3.07 Union members shall be granted time off without loss of seniority, pay and benefits, provided the Union reimburses the Employer for the pay and benefits, to participate in Collective Bargaining with the Employer. If more than one Employee from a department requests time off for negotiations and such request impacts the efficiency of the department the Employer shall request a meeting with the Union to discuss and explore alternatives.

ARTICLE 4: UNION DUES & CHECK OFF

4.01 The Employer shall deduct from every Employee such Union dues, fees or assessments as levied by the Union on its members. Such deductions shall be made from each pay cheque and forwarded to the Secretary Treasurer of CUPE no later than the fifteenth (15th) day of the month following said deductions.

The dues shall be accompanied by a list of names of Employees from whose wages deductions have been made.

At the same time Income Tax (T4) slips are made available, the Employer shall type on the T4 slip the amount of Union dues paid by each Employee in the previous year.

Where CUPE makes any changes to union dues, they will inform the Employer thirty (30) calendar days in advance of change.

ARTICLE 5: GRIEVANCE PROCEDURE

5.01 A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement.

5.02 Settling of Grievances
No grievance shall be considered except under the following procedure.

Informal Discussion
An Employee who believes that they have a problem arising out of the interpretation, application or alleged violation of the Collective Agreement shall first discuss the matter with their Immediate Out-of-Scope Supervisor within ten (10) calendar days of when they first became aware or reasonably should have become aware of, the occurrence. The Employee shall have the right to be accompanied by a Shop Steward or Union Officer while discussing the matter with their Out-of-Scope Supervisor. The Out-of-Scope Supervisor shall advise the Employee of their decision within ten (10) calendar days of the date the matter was discussed.

5.03 Step I:

a) If the grievance is not resolved through informal discussion, the Grievor, within ten (10) calendar days of the decision by the Out-of-Scope Supervisor, shall have the right to be accompanied with a Shop Steward or Union Officer to present the formal written grievance to the Management Team. The Management Team shall give a written response to the local and copied to the National Representative of CUPE within ten (10) calendar days.

b) Policy and Group Grievances: Policy and Group Grievances which arise regarding the interpretation, application, operation or alleged violation of this Agreement shall commence at Step I, provided the grievance is submitted in writing, within ten (10) calendar days of the date the Union first became aware of, or reasonably should have become aware of the occurrence prompting the grievance.

Presentation to the Board
If the grievance is not resolved under Step I above, the Union or the Employee concerned, within ten (10) calendar days of the decision of the Management Team, may wish to forward the grievance in writing to the Board containing a complete and full statement of the grievance pursuant to a specific clause of the Agreement for their information. The Board shall not render any decision on the Grievance.

The date of receipt of the grievance by the Board shall mean the date it is received at Crowsnest Pass Senior Housing's business office during regular office hours.

Step II: Mediation/Arbitration

a) If the Step I response is not acceptable to either Party, the grievance may be referred to a Grievance Arbitration Board within twenty-one (21) calendar days after receipt of the Step I response.

b) Either of the Parties may notify the other Party in writing of its desire to submit the grievance to Mediation or Arbitration. Should the Parties agree to mediation, a mediator will be appointed to assist the Parties to clarify their positions and come to a compromise. The Mediator's recommendations are not binding to either Party and either Party is free to accept or reject them. Either Party may notify the other Party in writing of its desire to submit the grievance to Arbitration, and the notice shall contain a statement of that grievance and the name of the first Party's appointee to the Grievance Arbitration Board. The recipient of the notice shall, within ten (10) days inform the other Party of the name of its appointee to the Grievance Arbitration Board. The two (2) appointees so selected shall, within ten (10) days, of the appointment of the second of them, appoint a third person who shall be Chairperson.

c) If the recipient of the notice fails to appoint an appointee within the time limit indicated above, the appointment shall be made by the Director of Mediation Services upon the request of either Party. If the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Director of Mediation Service upon the request of either Party.

d) The Grievance Arbitration Board shall hear and determine the matter and shall issue an award in writing, and the decision is final and binding upon the Parties and upon any Employee affected by it. The decision of the majority is the award of the Grievance Arbitration Board, but if there is no majority, the decision of the Chairperson governs and shall be deemed to be the award of the Grievance Arbitration Board.

e) The Parties may by mutual agreement elect Arbitration by a single Arbitrator under the provisions of the Alberta Labour Relations Code. If the Parties are unable to mutually agree to finalization by a single Arbitrator, the grievance shall be settled by a Grievance Arbitration Board as provided for above.

f) Each Party to the difference shall bear the expense of its appointee to the Grievance Arbitration Board, and the two (2) Parties shall bear equally the expenses of the Chairperson.

5.04 Throughout this Article, the reference to "days" shall not include Saturdays, Sundays, or Named Holidays.

5.05 The time limits specified in the grievance procedure may be extended by mutual consent in writing between the Union and the Employer provided that such extension is requested prior to the expiry of the time allowed.

5.06 Should the initiator of the grievance fail to comply with any time limit in the Grievance Procedure, the grievance will be considered conceded and shall be abandoned. Should the recipient of the grievance fail to comply with any time limits in the Grievance Procedure, the grievance shall automatically move to the next Step on the day following the expiry of the particular time limit.

5.07 Facilities for Grievances
The Employer shall supply the necessary facilities for joint grievance meetings.

ARTICLE 6: SENIORITY

6.01 Seniority Defined
For Permanent Employees Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority for Casual Employees will be based on actual hours worked from Date of Hire. Temporary Employees shall accrue seniority during the term of the Temporary position. Seniority is accumulated during Workers' Compensation leave, Sick Leave paid by the Employer, Maternity and Parental Leave. Seniority is not accumulated during periods of layoff or unpaid leaves in excess of thirty (30) calendar days. Seniority shall operate on a bargaining unit-wide basis.

6.02 An Employee's seniority shall be adjusted to reflect any period during which seniority is not accumulated. No seniority shall be acquired by Probationary Employees. Upon completion of the probationary period, an Employee's seniority shall be made retroactive to the date of hire.

6.03 Seniority List
The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. If two or more Employees commenced work on the same day, their seniority will be determined by a pick at a regular membership meeting of Local 812. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards bi-annually each year.

Seniority status and accrual will be granted to all permanent Employees upon successful completion of the probation period (nine hundred and seventy-six (976) hours worked) from date of hire.

Employees have three months to make the Employer aware if they feel their seniority date is not correct. Upon completion of the three (3) months, the seniority date stands.

6.04 The seniority of an Employee shall be lost, and all rights forfeited, and there shall be no obligation to rehire when the Employee:

a) Resigns, in writing, or otherwise terminates his service by voluntary act, or

b) Is discharged for just cause and is not reinstated; or

c) Fails to return to work upon expiration of Leave of Absence, or

d) Is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible, or

e) Is laid off for a period in excess of twelve (12) months, or

f) Fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so. It shall be the responsibility of laid off Employees to keep the Employer informed of their current address.

ARTICLE 7: LAYOFF & RECALL

7.01 Definition of Layoff
A layoff shall be defined as a reduction in the work force, but shall not include a reduction in regular hours of work.

7.02 Advance notice of Layoff
Unless legislation is more favourable to the Employees, the Employer shall give the Employees who are to be laid off fourteen (14) calendar days' notice prior to the effective date of layoff, or pay in lieu of notice for the regular work hours covered by the period of notice.

The requirement to provide notice of layoff shall not apply in the event of a staff reduction caused by fire, flood, earthquake, or other emergency beyond the Employer's control, work stoppage or similar circumstance, requiring immediate closure of all or part of the Employer's facilities.

Layoff notice shall not be required for Probationary and Casual Employees.

7.03 Role of Seniority in Layoff
Both Parties recognize that job security shall increase in proportion to length of service. When reducing staff, the Employer shall layoff the most junior Employee in the affected work group classification provided that the remaining Employees have the skills, knowledge, ability, and if required, the training or formal education to satisfactorily perform the available work. The Employee affected by the staff reduction may, if more senior, elect to displace the most junior Employee in a position for which the more senior Employee has the skills, knowledge, ability, and if required, the training or formal education to satisfactorily perform the available work.

7.04 Recall Procedure
When increasing the work force, recalls shall be carried out in order of seniority within the affected work group classification provided the Employee being

recalled has the skills, knowledge, ability, and if required, the training or formal education to satisfactorily perform the available work.
The method of recall shall be by telephone and if such is not possible, by registered letter sent to the Employee's last known place of residence. Employees so notified must signify their intention to report for work within forty-eight (48) hours after the notice of recall has been received and must be available to report to work within seven (7) calendar days or forfeit the right of recall.

7.05 No New Employees
No new Employee will be hired while there are other Employees on layoff as long as laid-off Employees have the skills, knowledge, ability, and if required, the training or formal education to satisfactorily perform the available work.

7.06 An Employee who is absent because of vacation, sickness, or who is in receipt of Workers' Compensation, or who is on a Leave of Absence shall have no extraordinary rights under this Article and shall be subject to layoff on the same basis as other Employees.

ARTICLE 8: PROMOTIONS & TRANSFERS

8.01 When making promotions it is understood that the factors to be considered shall be: ability, qualifications, performance and seniority. In the event that two (2) or more applicants for a promotion are of equal ability, qualifications and performance, seniority shall be the deciding factor. However, in the event that there are no applicants possessing an acceptable level of ability, qualifications and performance, the Employer reserves the right to fill the vacancy from any source.

8.02 When an Employee is temporarily assigned to a work classification either higher or lower than their current classification, they shall continue to retain the wage rate for their current classification or the rate of the job to which they are transferred, whichever is higher for the period of the temporary assignment. Transfers to another classification shall not be longer than ten (10) working days unless the vacancy is posted and filled in accordance with subsection 8.01.

8.03 New positions, Permanent vacancies, and Permanent Full-time positions that are to be temporarily vacant for periods in excess of sixty (60) calendar days shall be posted on all bulletin boards for a minimum of five (5) working days prior to the closing date. Anyone interested in applying for the position must submit an application. Employees who are selected to fill Permanent Full-time positions on a temporary basis shall return to their former positions at the end of the temporary assignment.

8.04 When a vacancy occurs and the Employer decides not to post and/or fill said vacancy a letter shall be sent to the Union within five (5) working days, excluding Saturday, Sunday or Named Holidays, of the vacancy occurring.

8.05 The successful applicant for a posted position, and the Union, shall be notified of the Employer's decision within fourteen (14) calendar days after the closing date of the Posting. The period within which the notification is to be given may be extended by mutual agreement and such agreement may not be unreasonably withheld.

8.06 An Employee who is the successful applicant of a posting shall be considered to be on a trial period in her new position for four hundred and eighty (480) hours worked or sixty (60) shifts worked, whichever occurs first, in which to demonstrate the ability to fill the new position satisfactorily. During the trial period, the Employee may either:

a) Return to the Employee's former position at the Employee's request; or

b) Be returned to their former position by the Employer, if unsuitable, without loss of seniority at their former Rate of Pay.

In circumstances where the former position may have been deleted, the Employer may assign the Employee to a similar position and hours of work. An Employee who is the successful applicant of another posting before completing her probationary period shall be required to complete her probationary period. When transferring into the new position the Employee shall also have to complete the trial period as per Article 8.06.

ARTICLE 9: DEFINITIONS

9.01 Permanent Full-time Employees
An Employee who is scheduled to work the hours specified in Article 10: Hours of Work, and who has successfully completed the required probationary period.

9.02 Permanent Part-time Employees
An Employee who is hired for regular scheduled shifts but whose hours of work are less than those specified in Article 10.03: Hours of Work, and who has successfully completed the probationary period is entitled to all provisions of this Collective Agreement on a pro-rata basis (based on regular hours worked during regularly scheduled shifts).

9.03 Probationary Employees
New Employees will serve a probation period of nine hundred and seventy-six (976) hours worked. A review of a Probationary Employee's progress shall be conducted at approximately the mid-point of the probationary period and the Employee shall be advised of the results of the review.

During the probation period, the Employer has the sole right to terminate the employment of the probationary Employee and such termination shall not be subject to process in accordance with Article 5.

9.04 Casual Employees
A Casual Employee is one who is called into work occasionally, usually on a "call" basis but who does not work a regular schedule or does so for a specific period. The terms of this Agreement shall not apply to Casual Employees except as provided specifically in this Collective Agreement.

9.05 Temporary Employee means an Employee who is hired to fill a position made temporarily vacant as a result of the absence of a Permanent Employee.

9.06 Where plural form is used in the Collective Agreement, it shall have the same meaning as the singular form.

9.07 Where feminine form is used in the Collective Agreement, it shall have the same meanings as the masculine form.

9.08 Seniority for Permanent Employees is defined as the length of continuous service in the Bargaining Unit; for Casual Employees is based on actual hours worked from date of hire and for Temporary Employees hours accrued during the term of the temporary position.

9.09 Layoff is a reduction in the work force, but shall not include a reduction in regular hours of work.

9.10 Unpaid Leaves shall mean any Leave where the Employee does not receive remuneration directly form the Employer.

ARTICLE 10: HOURS OF WORK

10.01 This Article defines the normal hours of work and provides the basis for calculating overtime. All scheduled shifts shall be assigned to Permanent Employees when the schedule is posted.

10.02 Casual Shifts will be distributed in an equitable manner between Casual and Part-time Employees.

10.03 Full-time Employees
Permanent Full-time Employees shall work eight (8) hours per day, exclusive of a one-half (1/2) hour unpaid lunch break.

Shift schedules for Permanent Full-time Employees shall:

a) not exceed forty (40) hours per week averaged over a four (4) week period,

b) not include six (6) consecutive days of work more than once in a four (4) week period,

c) include a minimum of nineteen (19) shifts in a four (4) week period,

d) include at least one (1) consecutive Saturday and Sunday off in a four (4) week period

Notwithstanding 10.03, when the Employee is required to be readily available they shall receive the meal break at the basic Rate of Pay.

10.04 Part-time Employees

Part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate Supervisor as to the extent of their availability. An Employee who has accepted a shift under this clause shall not be permitted to cancel or exchange that shift in order to obtain a more preferable shift.

Part-time Employees shall be eligible for such additional hours provided said hours fall on the Employee's regular scheduled days off and provided the Employee has received pay for the previous ten (10) scheduled work days.

The basic Rate of Pay will prevail for additional hours of work assigned to a Part-time Employee beyond their scheduled hours provided:

a) The Employee accepts their assignment;

b) The hours worked do not exceed eight (8) hours per day;

c) The hours of work do not exceed eighty (80) hours over a period of fourteen (14) calendar days;

d) The Part-time Employee does not work in excess of six (6) consecutive days without days off.

When a Part-time Employee accepts additional hours as per the preceding conditions, their schedule shall not be considered to have been changed and, therefore, Article 11.02 (a) does not apply.

Part-time Employees may be eligible to pick up extra shifts in a different classification upon giving written notice to the Employer and that such extra shifts do not conflict with their current regular schedule. The Rate of Pay for performing such work shall be at the wage rate for the classification that the Employee is assuming as per Schedule "A" of this Collective Agreement. Should the Employer assign a Part-time Employee to perform work in a lower classification, Clause 10.14 of the Collective Agreement shall apply.

10.05 Employees working a night shift shall not be considered to have had a day off on the day in which they completed their last shift (i.e., the last day worked was 7:00 a.m. Monday – then Tuesday is the first day off).

10.06 Employees will be permitted to exchange a shift with another Employee not more than two (2) times per month, provided the Manager is given a minimum of two (2) days' notice in writing. No third Party swaps will be permitted.

For clarification purposes, an exchange of shifts between two (2) Employees will be considered and counted as being one (1) exchange for each person involved. If a shift exchange is in violation of the Collective Agreement or Employment Standards Code, no grievance or complaint will be filed as a result of a shift exchange.

Overtime shall not be paid if any exchange of shift results in an Employee being put into an overtime situation.

10.07 In the event of a fire, flood, earthquake or other emergency, the Employer may cancel a shift or shifts without notice and without penalty payment.

10.08 For the purposes of this clause, the term "shift" shall mean a regularly scheduled shift that is worked at straight time.

10.09 Employees who work a shift where the majority of such shift falls between 3:00 p.m. and 7:00 a.m., provided that greater than two (2) hours are worked between 3:00 p.m. and 7:00 a.m. shall receive shift differential as follows commencing 3:00 p.m.:

Shift Differential:
Effective date of Ratification..... $2.00 per hour
January 1, 2017 ..... $2.25 per hour
January 1, 2018 ..... $2.50 per hour

10.10 An Employee whose shift is between 3:00 p.m. Friday to 7:00 a.m. on Monday, shall be paid the following premium starting at 3:00 p.m. Friday and during the weekend ending at 7:00 a.m. Monday in addition to their regular hourly rate plus any other differential.

Weekend Differential:
Effective date of Ratification..... $2.25 per hour

10.11 All Employees shall be permitted a fifteen (15) minute paid rest break in each half of a shift provided the half shift is not less than three and one-half (3½) hours in duration. The rest breaks for Employees may be combined upon approval of the Employer but cannot be taken at the beginning or end of a shift unless expressly approved by the Employer.

10.12 Notwithstanding the provisions of Articles 10 and 11, when Employees are required by the Employer to attend: staff meetings, fire drills, first aid training or other form of training arranged by the Employer at the Lodge or other such location as the Employer may determine, and the training occurs outside of the Employees' regular working hours, they will receive their basic Rate of Pay at

straight time for all hours required, with a minimum of three (3) hours of pay at the statutory minimum wage rate.

10.13 Daylight Savings Time
On a date fixed by proclamation in accordance with the Daylight Savings Time Act, of the conversion to Mountain Standard Time regular hours of work shall be extended to include the resultant additional hours with additional payment due, therefore at the applicable overtime rate.

On the date fixed by said Act for the resumption of the Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

10.14 Employees performing work of a higher classification shall be paid at the Rate of Pay for that higher classification for all hours worked. Employees working in a lower classification shall retain the wage for their current classification for all hours worked.

10.15 Any Employee asked, through written confirmation to perform managerial work shall receive $1.50 per hour premium on all hours doing such work.

ARTICLE 11: OVERTIME

11.01 Overtime for Permanent Full-time & Permanent Part-time Employees must be prior approved.

a) Overtime on regular work days in excess of eight (8) hours shall be paid at the rate of time and one-half (1½) for the first three (3) hours, and double time (2X) thereafter.

b) Employees required to work on regular days off shall be paid at double time (2X), except those additional hours as provided for in Clause 10.04.

c) Employees required to work on Statutory Holidays shall be paid double time (2X) for all hours worked, plus straight time pay for the holiday, as provided in Article 12.01.

d) Call Back
Employees called out and/or back to work outside of their regular and/or daily hours of work shall be paid at the applicable overtime rate, but nevertheless shall be guaranteed a minimum of four (4) hours pay at the Employee's regular rate. Call backs within four (4) hours of each other shall be considered one (1) call for the purpose of computing minimum pay for an Employee called out.

e) Permanent Employees will be permitted to bank overtime to a maximum of forty (40) hours. All other overtime will be paid out. Overtime accumulated

and not taken by the last pay period in November shall be paid out on the November pay cheque.

11.02 a) Employees who do not receive seven (7) calendar days' notice of a shift change shall receive pay at the overtime rate for the first shift worked thereafter.

b) Employer shall provide ten and one-half (10½) hours rest between shifts, and failure to provide same shall constitute payment at the overtime rate for the first shift worked following the failure to provide the required rest period.

11.03 The Employer will attempt to provide overtime on an equitable basis.

ARTICLE 12: STATUTORY HOLIDAYS

12.01 The following shall be considered paid statutory holidays:

New Year's Day	Canada Day	Remembrance Day
Family Day	1st Monday in August	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

or any other day proclaimed by the Federal, Provincial or Municipal Governments

12.02 In order to qualify for payment of regular wages on such holidays an Employee must:

Have worked the last regular scheduled working day prior to the holiday and the first regular scheduled day following the holiday, unless the Employee was absent due to illness or approved Leave of Absence.

Have worked thirty (30) days in the twelve (12) months preceding the holiday.

12.03 Permanent Employees, if scheduled to work on both Christmas Day and New Year's Day, shall be given the option of having either Christmas Day or New Year's Day off, subject to the availability of replacement staff.

12.04 In accordance with Article 11.01(c) and Article 12, an Employee that works on a statutory holiday will be paid two times (2X) for all hours worked.

In addition, the Employee will either be paid eight (8) hours at their regular wage, or, will be allowed to bank eight (8) hours to be used at a later date. The hours that are banked will be paid out at the Employee's regular wage.

Permanent Employees who receive premium hours pursuant to Clause 11.01(c), shall have the opportunity to bank the premium hours to a maximum of twenty-four (24) hours in a year for subsequent mutually agreed time off. Any banked hours not used or approved will be paid on the December final pay cheque.

ARTICLE 13: ANNUAL VACATION

13.01 Permanent Full-time Employees shall receive paid annual vacation as follows:

After one (1) year of permanent employment----------10 working days
After three (3) years of permanent employment ----------15 working days
After seven (7) years of permanent employment ----------20 working days
After eleven (11) years of permanent employment----------25 working days
After twenty-two (22) years of permanent employment ---------30 working days

Vacation pay for Permanent Part-time Employees is based on the following formula:

The regular hours worked as a regular Employee times the applicable percentage outlined below equals the number of hours paid vacation time.

After one (1) year of permanent employment----------4%
After three (3) years of permanent employment ----------6%
After seven (7) years of permanent employment ----------8%
After eleven (11) years of permanent employment----------10%
After twenty-two (22) years of permanent employment ---------12%

13.02 If any statutory holiday falls during a Permanent Employee's annual vacation they shall be given an extra day's annual vacation with pay in lieu thereof.

13.03 Permanent Full-time and Permanent Part-time Employees shall be permitted to use annual vacation at any time throughout the calendar year subject to staffing requirements. Seniority shall determine preference.

13.04 All annual vacation requests shall be received by the administration prior to the 30th of April in any calendar year, at which time a preliminary schedule shall be posted. Changes to this schedule shall not be unreasonably withheld on written application to the administration fourteen (14) days prior to the posting of the timesheet. Vacation entitlement shall be adjusted to the Employee's anniversary date of Permanent employment at which date the Employee will be notified, in writing, of vacation entitlement.

13.05 A vacation list shall be made available to the staff as early as is practical in the New Year, stating vacation hours taken in the previous twelve (12) months, and vacation days' entitlement available for the current year.

13.06 Employees on layoff, Leave of Absence over thirty (30) days, unpaid Sick Leave, or strike or lockout, shall not continue to accrue annual vacation entitlement; however; upon return to work shall have any prior credits reinstated.

13.07 Permanent Part-time Employees shall be entitled to vacation pay on a pro-rata basis.

ARTICLE 14: SICK LEAVE

14.01 Sick Leave is defined as a form of insurance against illness, quarantine by a medical health officer or because of an accident for which compensation is not payable under the Workers' Compensation Act. Sick Leave cannot be utilized by Employees taking scheduled vacation under Article 13, except as a result of emergency hospitalization.

14.02 All Permanent Employees shall accumulate Sick Leave at the rate of one and one-half (1½) hours for each thirty-two (32) hours worked to a maximum credit of seven hundred and twenty (720) hours.

14.03 The Employer agrees to provide each Employee, upon request, a statement of sick days used and the amount remaining to their credit.

14.04 (a) The Employer may require acceptable proof of illness including, but not limited to a letter from a qualified physician for any single illness in excess of three (3) consecutive working days.

(b) The Employer, after giving written notification, may require an Employee to produce acceptable proof of illness for all claims on illness.

(c) Such notification by the Employer shall state the reason for the notice and same shall be subject to grievance where the Employee disagrees.

(d) This notice, given by the Employer, shall not extend longer than six (6) consecutive months from the date of notice.

14.05 Employees on layoff, Leave of Absence over thirty (30) days, strike or lockout, shall not continue to accrue Sick Leave benefits; however, upon return to work shall have any prior credits reinstated.

ARTICLE 15: LEAVE OF ABSENCE

15.01 Leave of Absence, in order to carry out responsibilities incurred by the demise of a relative, may be permitted at the discretion of the manager. Where the manager is satisfied that the request is a legitimate one, it will be permissible to grant Leave of Absence with pay as follows:

a) Up to but not exceeding five (5) consecutive working days in the event of the death of one (1) of the following:

Mother	Husband	Father
Wife	Sister	Brother
Child	Father-in-Law	Mother-in-Law
Common-Law Spouse		

b) Up to but not exceeding three (3) consecutive working days in the event of the death of one (1) of the following:

Guardian	Foster Child	Grandparents
Grandparents of Spouse	Grandchild	

Where required up to a further three (3) unpaid days may be granted for travel purposes.

15.02 Any Employee requested to be a pallbearer shall be given time as required up to one (1) day Leave of Absence with pay.

15.03 A maximum of two (2) Employees may be permitted time off with pay up to two (2) hours to attend funeral service for the death of a lodge resident, provided such services are held within the Municipality of Crowsnest Pass.

JURY DUTY

15.04 The Board shall grant Leave of Absence without loss of seniority to an Employee who serves as a juror. The Board shall pay such an Employee the difference between their normal earnings and the payment they receive for jury service, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount of pay received.

UNION REPRESENTATIVE

15.05 Providing that a request in writing is received three (3) weeks prior to the date for Leave of Absence, one (1) Employee elected or appointed to represent the Union at conventions shall be allowed Leave of Absence. The Employee shall receive the pay and benefits provided for in this Agreement when on such Leave of Absence. However, the Union shall reimburse the Employer for all pay and benefit costs payable by the Employer during the period of absence.

PERSONAL LEAVE

15.06 Permanent Employees shall be entitled to a maximum of one day of leave without pay per month for personal reasons provided that a qualified Employee is available to replace the Employee taking the leave.

MATERNITY LEAVE

15.07 Employees are eligible for the maternity, parental and adoption leave benefits specified in the Employment Standards Code of Alberta.

COMPASSIONATE CARE LEAVE

15.08 Permanent Employees who receive Compassionate Care Benefits pursuant to the provisions of the Employment Insurance Compassionate Care Benefits Plan shall be entitled to Leave of Absence without pay for the period(s) of time stipulated under the plan.

ARTICLE 16: PAY DAYS

16.01 Full-time and Part-time Employees shall be given a mid-month advance on the 15th of each month, and where this falls on a Saturday or Sunday pay day will be the previous Friday. Regular pay showing all deductions shall be on the last day of each month, and where this is a Saturday or Sunday pay day shall be the following Monday.

Notwithstanding the above, should the Employer decide to change pay days, the Employer shall give the Employees sixty (60) days' notice prior to implementing such change.

ARTICLE 17: HEALTH & SAFETY

17.01 The Union and the Employer shall cooperate in establishing rules and practices, which promote an occupational environment which will enhance the physiological and psychological conditions of Employees, and which will provide protection from factors adverse to Employee health and safety.

17.02 Union/Employer Health & Safety Committee
A Health and Safety Committee shall be established. Composition of representatives shall be determined by the Committee. The Health and Safety Committee shall hold meetings as requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices, and to improving existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. Process and minute taking shall be structured within the Terms of Reference of the Committee.

ARTICLE 18: WAGES

18.01 Wages, as attached and listed in Schedule 'A', form part of this Collective Agreement.

ARTICLE 19: CLASSIFICATION

19.01 The Employer will advise the Union within fourteen (14) days of any changes in existing Classifications and the establishment of new classifications. The wage scale for new or changed classifications will be negotiated with the Union, but such negotiations shall not delay the implementation of the new classification. Wages shall be as per Schedule 'A'.

ARTICLE 20: HEALTH BENEFITS

20.01 The Employer agrees to provide the following benefits on a cost-share basis:

Seventy-five percent (75%) Employer paid; Twenty-five percent (25%) Employee paid

Life Insurance (2x Annual salary)
Dependent Life
Dental Care
Short-Term Disability
Extended Health Care
Accidental Death & Dismemberment (ADD)

20.02 Employer premiums for Part-time Employees shall be pro-rated based on the hours worked in comparison to Full-time Employees.

20.03 Employees on a Leave of Absence, of over 30 days, shall not be entitled to any premium contributions during the period of leave. Employees wishing to maintain their coverage may do so, providing they pre-pay One Hundred percent (100%) of the premium costs each month in advance.

20.04 The Employer reserves the right to change the benefit plan carrier of any Group Benefit Plan. The Employer will notify the Union if it intends to change the benefit plan carrier and the new benefit carrier will provide at least the same coverage as the current plan carrier provides.

ARTICLE 21: LOCAL AUTHORITIES PENSION

21.01 All eligible Employees, upon completion of their probationary period, shall be placed into the Local Authorities Pension Plan. The Employer and Employees shall continue contributions at all times in accordance with the rules and regulations of said plan.

ARTICLE 22: CLOTHING ALLOWANCE

22.01 The Employer agrees to provide the necessary protective clothing for all Employees working in the kitchen and maintenance. The type and quantity to be determined in discussions between the Manager and staff.

ARTICLE 23: VEHICLE ALLOWANCE

23.01 Employees using their personal vehicle for work related purposes shall be paid mileage at the current rate established by Board Policy.

ARTICLE 24: FIRST AID & TRAINING

24.01 The Employer agrees to make available the opportunity for Employees to enrol in a First Aid Course defined under Occupational Health and Safety Legislation, and approved by the Employer. Approved fees will be paid by the Employer. If an Employee fails to successfully complete the course, cost of the course shall be reimbursed to the Employer by payroll deduction.

24.02 The Employer agrees that all Employees shall receive a minimum of one (1) day training on each shift prior to the Employee being required to work alone on a particular shift.

24.03 Unless an Employee has completed the Medication Assistance Program training, they shall not be required to dispense medications to residents.

ARTICLE 25: WARNINGS, SUSPENSIONS OR DISMISSALS

25.01 When an Employee is to be warned, suspended or dismissed they shall have the right to have a Union Representative present. Such warning, suspension or dismissal shall be in writing. A copy of such document shall be sent to the Union Representative.

Any warning, suspension, or dismissal letter that is the subject of a grievance shall be removed from an Employee's file if a grievance is filed and won by the Union, or upon expiration of twenty-four (24) months from the date of such letter if requested by the Employee, provided no further disciplinary letter have been issued.

ARTICLE 26: NO DISCRIMINATION / HARASSMENT

26.01 The Employer or the Union shall not at any time discriminate against any Employee on account of creed, colour, nationality, ancestry place of origin, political beliefs, gender, sexual preference, age, marital status or because of their connection with trade Union organizations.

26.02 The Employer and the Union acknowledge a shared responsibility to prevent harassment and promote a safe, abuse-free working environment.

26.03 The Parties to this agreement agree that this article shall be administered under the Employers Policy – Workplace Violence, Harassment and Sexual Harassment Policy, Policy Number 6.80 and is subject to the grievance procedure.

26.04 The Union shall be made aware, in writing, of any changes to the policy.

26.05 The Employer shall provide an annual in-service on Harassment to all Employees.

ARTICLE 27: LABOUR/MANAGEMENT COMMITTEE

27.01 It is mutually agreed that a Labour/Management Committee be established to discuss matters of mutual interest, but not matters under consideration through the grievance procedure.

The composition of representatives shall be determined by the Committee.

Meetings will be held on a quarterly basis and other meetings may be called as required. All time spent in meetings shall be considered to be time worked.

Process and Minute taking shall be structured within the Terms of Reference of the Committee.

Each meeting shall have a Chair which will be rotated between the Union and Management.

ARTICLE 28: TERM OF AGREEMENT

28.01 This Agreement shall be in full force and effect from date of signing and continue in full force and effect to the 31st day of December 2018, and from year to year thereafter, as hereinafter provided. The Pay Schedule "A" shall be in effect from date of ratification.

Either Party may give notice to amend or terminate this Agreement on any anniversary date. Such notice to be given in writing to the other Party not less than sixty (60) days or more than one hundred and twenty (120) days prior to such anniversary date.

If notice to amend or terminate the Agreement has been given by either Party prior to the termination date of this Agreement, and if negotiations continue beyond the termination date of this Agreement, the Agreement will remain in full force and effect until the applicable provisions of the Alberta Labour Relations Code have been complied with.

ARTICLE 29: CASUAL EMPLOYEES

29.01 Except as specifically provided hereinafter the provisions of the Collective Agreement shall not apply to Casual Employees.

29.02 Casual Employees required to work on a Named Holiday shall be paid at two times (2X) their Basic Rate of Pay for all hours worked on a Named Holiday.

29.03 Casual Employees shall be paid vacation pay in addition to their earnings as the Basic Rate of Pay:

a) Four Percent of their earnings at the Basic Rate of Pay during the 1st – 2nd year of employment

b) Six Percent of their earnings at the Basic Rate of Pay during the 3rd – 7th year of employment

c) Eight Percent of their earnings at the Basic Rate of Pay during the 7th – 11th year of employment

d) Ten Percent of their earnings at the Basic Rate of Pay during the 11th – 21st year of employment

e) Twelve Percent of their earnings at the Basic Rate of Pay during the 22nd year and subsequent years.

29.04 Casual Employees are not eligible for the Health Benefits Plan.

29.05 The Employer shall determine when overtime is necessary and for what period of time is required:

a) Hours worked in excess of eight (8) hours per day shall be paid at the rate of time and one-half (1½).

b) Hours worked in excess of eighty (80) hours over a period of fourteen (14) calendar days shall be paid for at the rate of time and one-half (1½).

29.06 Employer shall provide ten and one-half (10½) hours rest between shifts, and failure to provide same shall constitute payment at the overtime rate for the first shift worked following the failure to provide the required rest period.

29.07 Casual Employees shall accumulate Seniority and the Employer will maintain a Seniority List for Casual Employees, separate from the Seniority List for Permanent Full-time and Part-time Employees. Accrual of seniority for Casual Employees will be based on actual hours worked from date of hire.

29.08 Workers' Compensation Board coverage will be provided for Casual Employees.

29.09 A Casual Employee who has initiated a grievance shall have access to review her personnel files with 48 hours' notice.

29.10 The provisions of Articles 1, 2, 3, 4, 5, 8, 9, 10.02,10.05 10.07, 10.09, 10.10, 10.11, 10.12, 10.13, 10.14,16, 17, 18, 19, 23, 24, 25, 26, 28 and 30, Schedule "A" shall apply to Casual Employees.

29.11 All Employees shall be permitted a fifteen (15) minute paid rest break in each half of a shift provided the half shift is not less than three and one-half (3½) hours in duration.

29.12 A Casual Employee who takes a temporary position shall revert back to their casual status upon completion of the temporary position.

ARTICLE 30: TEMPORARY EMPLOYEES

30.01 Temporary Employees shall not have the right to grieve termination of employment upon expiry of the temporary employment.

30.02 Temporary Employees accrue seniority during the term of the Temporary position.

30.03 Temporary Employees shall not be able to apply for another temporary position unless the start date for that temporary position is after the completion of the current temporary position.

30.04 Vacation pay shall be paid on each pay cheque.

30.05 All provisions of this collective agreement shall apply to Temporary Employees except Articles 7, 13, 14, 20, 21 and 29.

ARTICLE 31: PERSONNEL FILE

31.01 Employees, upon 48 hours' notice, shall be permitted to view their official personnel files, at any time, in the presence of an authorized representative of the Employer, and, in the event of a grievance.

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Dated this 11 day of May 2016.

SIGNED ON BEHALF OF CROWSNEST PASS SENIOR HOUSING

[redacted]

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 812

[redacted]

SCHEDULE "A" CLASSIFICATIONS

2016 Date of Ratification (March 9, 2016) (+1%)	Journeyman Cook	Non-Certified Cook	Domestic Aides Housekeeping Dietary	Maintenance	Maintenance With 5th Class	Health Care Aides (Certified)	Health Care Aides (Uncertified)	Activities Coordinator	Recreational Assistant (Relief)	Resident Care Supervisor	Support Service Supervisor	Office Assistant
Casual or Probationary Rate	20.41	19.40	17.04	22.30	23.34	19.78	19.08	19.08	15.10	21.85	22.91	17.62
Upon Completion of Probationary Period	20.53	19.52	17.16	22.47	23.46	19.96	19.27	19.27	15.20	21.97	23.11	17.83
After 1 Year	20.65	19.64	17.27	22.59	23.63	20.11	19.42	19.42	15.30	22.12	23.31	18.13
After 2 Years	20.80	19.79	17.38	22.75	23.81	20.26	19.57	19.57	15.40	22.29	23.94	18.43
2017 January 1, 2017 (+1%)	Journeyman Cook	Non-Certified Cook	Domestic Aides Housekeeping Dietary	Maintenance	Maintenance With 5th Class	Health Care Aides (Certified)	Health Care Aides (Uncertified)	Activities Coordinator	Recreational Assistant (Relief)	Resident Care Supervisor	Support Service Supervisor	Office Assistant
Casual or Probationary Rate	20.62	19.60	17.21	22.52	23.57	19.97	19.27	19.27	15.25	22.06	23.14	17.80
Upon Completion of Probationary Period	20.74	19.72	17.33	22.70	23.70	20.16	19.46	19.46	15.35	22.19	23.34	18.00
After 1 Year	20.86	19.84	17.44	22.82	23.87	20.31	19.62	19.62	15.46	22.34	23.54	18.31
After 2 Years	21.00	19.98	17.56	22.97	24.04	20.46	19.77	19.77	15.56	22.51	24.18	18.62
2018 January 1, 2018 (+2%)	Journeyman Cook	Non-Certified Cook	Domestic Aides Housekeeping Dietary	Maintenance	Maintenance With 5th Class	Health Care Aides (Certified)	Health Care Aides (Uncertified)	Activities Coordinator	Recreational Assistant (Relief)	Resident Care Supervisor	Support Service Supervisor	Office Assistant
Casual or Probationary Rate	21.03	19.99	17.55	22.97	24.05	20.37	19.66	19.66	15.56	22.51	23.60	18.16
Upon Completion of Probationary Period	21.15	20.11	17.68	23.15	24.17	20.56	19.85	19.85	15.66	22.63	23.81	18.36
After 1 Year	21.28	20.24	17.79	23.28	24.35	20.72	20.01	20.01	15.76	22.79	24.01	18.68
After 2 Years	21.42	20.38	17.91	23.43	24.52	20.87	20.16	20.16	15.87	22.96	24.66	18.99

*Upon completion of Probation Period is the completion of 976.00 hours worked.
*One year of employment means completion of 2080 hours worked.

LETTER OF UNDERSTANDING #1

BETWEEN

CUPE LOCAL 812
(Hereinafter referred to as the "Union")

AND

CROWSNEST PASS SENIOR HOUSING
(Hereinafter referred to as the "Employer")

RE: Four On/Four Off – 10 Hour Shifts schedule

The Parties agree that a Four On/Four Off – 10 Hour Shifts schedule might be advantageous to both the Employer and the Employees.

The Parties agree to enter into discussion on the Terms and Conditions that would need to be included in the agreement to address this issue.

Discussions should commence no later than May 30, 2016 and be concluded within the first year of this agreement.

Should the Parties assess that this schedule is not feasible then discussions can cease.

This Letter of Understanding in not binding on the Parties to create this schedule.

Dated this 17 day of May 2016.

SIGNED ON BEHALF OF CROWSNEST PASS SENIOR HOUSING

[redacted]

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 812

[redacted]

LETTER OF UNDERSTANDING #2

BETWEEN

CUPE LOCAL 812
(Hereinafter referred to as the "Union")

AND

CROWSNEST PASS SENIOR HOUSING
(Hereinafter referred to as the "Employer")

RE: ARTICLE 28: TERM OF AGREEMENT

For the First year of this agreement, the Employer is prepared to implement the Salary Schedule "A" effective January 1, 2016 but maintain current language under Article 28.

Dated this 17 day of May. 2016.

SIGNED ON BEHALF OF CROWSNEST PASS SENIOR HOUSING

[redacted]

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 812

[redacted]

LETTER OF UNDERSTANDING #3

BETWEEN

CUPE LOCAL 812
(Hereinafter referred to as the "Union")

AND

CROWSNEST PASS SENIOR HOUSING
(Hereinafter referred to as the "Employer")

RE: Wages for Recreational Assistant

The Parties agree that the rates of pay for the Recreational Assistant will be as follows:

Effective January 1, 2017

Probationary rate.....$17.21
Upon completion of probation $17.33
After one (1) year $17.44
After two (2) years.....$17.56

Dated this 8 day of March 2017.

SIGNED ON BEHALF OF CROWSNEST PASS SENIOR HOUSING

[redacted]

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 812

[redacted]