

COLLECTIVE AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1461

and

STURGEON FOUNDATION
SPRUCE VIEW MANOR LODGE

CUPE / *Canadian Union
of Public Employees*

January 1, 2012 to December 31, 2013



Canadian Office & Professional Employees
Local 491

ARTICLE 1 - TERM OF AGREEMENT	1
ARTICLE 2 - DEFINITIONS	1
ARTICLE 3 - UNION RECOGNITION	2
ARTICLE 4 - UNION MEMBERSHIP, SECURITY, AND DUES CHECK-OFF	3
ARTICLE 5 - NO DISCRIMINATION.....	3
ARTICLE 6 - LABOUR-MANAGEMENT/HEALTH AND SAFETY COMMITTEE	4
ARTICLE 7 - CLASSIFICATIONS AND JOB DESCRIPTIONS.....	4
ARTICLE 8 - GRIEVANCE PROCEDURE	4
ARTICLE 9 - PROBATIONARY PERIOD.....	6
ARTICLE 10 - HOURS OF WORK.....	6
ARTICLE 11 - OVERTIME AND CALL BACK.....	8
ARTICLE 12 - WAGES AND PAY DAYS	9
ARTICLE 13 - STATUTORY, NAMED HOLIDAYS	9
ARTICLE 14 - VACATIONS	11
ARTICLE 15 - SICK LEAVE	12
ARTICLE 16 - PARENTAL LEAVE	13
ARTICLE 17 - COURSES/TRAINING	14
ARTICLE 18 - BEREAVEMENT LEAVE AND COMPASSIONATE LEAVE	14
ARTICLE 19 - CIVIC OBLIGATIONS	15
ARTICLE 20 - UNION LEAVE.....	15
ARTICLE 21 - OTHER LEAVES OF ABSENCE	16
ARTICLE 22 - VEHICLE ALLOWANCE	16
ARTICLE 23 - DISCIPLINE, DISMISSAL, AND RESIGNATION.....	16
ARTICLE 24- BENEFITS	17
ARTICLE 25 - VACANCIES, JOB POSTINGS, AND APPLICATIONS	17
ARTICLE 26 - SENIORITY.....	18
ARTICLE 27 - CLOTHING	18
ARTICLE 28 - PERSONNEL FILE	19
ARTICLE 29 - LAYOFFS AND RECALLS.....	19
ARTICLE 30 – MEDICATIONS	19
ARTICLE 31 – MANAGEMENT RIGHTS.....	19
SALARY APPENDIX.....	21
LETTER OF UNDERSTANDING #1 - Medications	23
LETTER OF UNDERSTANDING #2 - Mileage Rate	24
LETTER OF UNDERSTANDING #3 - Bargaining Unit Exemption.....	25
LETTER OF UNDERSTANDING #4 - Payment in Lieu.....	26
LETTER OF UNDERSTANDING #5 - Contracting Out.....	27

ARTICLE 1 - TERM OF AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, unless altered by mutual consent of both parties hereto, shall be in full force and effect from January 1, 2012 to December 31, 2013 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period of sixty (60) to one hundred and twenty (120) days prior to its expiration date.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been achieved, or until the right to strike or lockout arises. There shall be no strike or lockout during the term of this Agreement.
- 1.04 Changes in this Collective Agreement may be made by the parties, provided that such changes are reduced to writing and are executed by the signing officers of the parties to the Agreement. Such changes shall become part of the Collective Agreement.

ARTICLE 2 - DEFINITIONS

- 2.01 (a) "Employer" shall mean the Sturgeon Foundation and shall include such officers as the Foundation may appoint or designate from time to time to carry out duties in respect to the operation and management of the Foundation.
- (b) "Manager" shall mean the Manager or designate in charge of Spruce View Manor.
- (c) "Executive Director" shall mean the Executive Director of the Sturgeon Foundation.
- 2.02 "Board" shall mean the Board of Directors of the Sturgeon Foundation as appointed from time to time by the Member Municipalities.
- 2.03 (a) "Regular" employee shall mean one who works on a full-time or part-time basis, and has completed the required probationary period.
- (i) "Full-time" employee shall mean an employee who is scheduled to work seventy (70) hours or more over a fourteen (14) day period. All full-time employees shall normally work a minimum of eight (8) hours per day.
- (ii) "Part-time" employee shall mean an employee who works less than those hours established for full-time employment. All part-time employees shall normally work a minimum of eight (8) hours per day. Any regularly scheduled employee shall be deemed to be a Part-Time employee.
- (iii) The employer agrees that there shall be no split shifts.

- (b) "Casual" employee shall mean an employee who:
 - (i) normally works less than a part time employee; or
 - (ii) relieves for absences the duration of which is ninety (90) calendar days or less, or
 - (iii) works on a call-in basis and is not regularly scheduled;
 - (c) "Temporary" employee shall mean one who is hired on a temporary basis for a full or part-time position:
 - (i) for a specific job of more than ninety (90) calendar days, but less than one hundred and eighty (180), or
 - (ii) to replace a regular employee who is on approved leave of absence for a period in excess of ninety (90) days, or
 - (iii) to replace a regular employee who is on leave due to injury or illness, where the employee has indicated that the leave will be in excess of ninety (90) calendar days.
- 2.04 "Union" means the Canadian Union of Public Employees, Local 1461.
- 2.05 "Basic rate of pay" means the applicable step in the pay range of the employee's classification as set out in the Wage Appendix exclusive of any premium payments including overtime or other amounts.
- 2.06 For the purposes of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.07 Where a gender has been specified in an Article, it shall be deemed to also include the opposite gender.
- 2.08 "Classification" shall mean the employee's position on the wage grid.

ARTICLE 3 - UNION RECOGNITION

- 3.01 This Agreement shall apply to employees of the Foundation for whom the union has the exclusive right to bargain as set out in the Alberta Labour Relations Board Certificate No. 75-2001.
- 3.02 No employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this Collective Agreement.
- 3.03 The parties shall exchange lists of designated persons who may generate or receive correspondence arising out of the administration of the Collective Agreement. The lists shall be updated as changes occur.

- 3.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except in an emergency or for the purposes of training or instruction, and provided the act of performing the work does not reduce the hours of pay or work of any regular employee. It is understood that the Manager, as part of her duties, has the right to occasionally do the work of employees covered by this Agreement or for the purposes of instructing new employees.
- 3.05 The employer recognizes that the union shall have the right to assistance of a CUPE National Representative.
- 3.06 An employee representative of the union shall have the right to make a presentation of up to fifteen (15) minutes at the orientation of new employees with respect to the structure of the Local, as well as the rights, responsibilities, and benefits under the Collective Agreement.
- 3.07 The employer shall provide a bulletin board for the union to post notices and information for its members.

ARTICLE 4 - UNION MEMBERSHIP, SECURITY, AND DUES CHECK-OFF

- 4.01 The employer agrees to deduct from all employees in the bargaining unit, an amount equal to the monthly union dues and in a manner that is in keeping with the payroll system.
- 4.02 Deductions shall be forwarded to the National Secretary-Treasurer of the union no later than fifteenth (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list that shall indicate each employee's name, address, and telephone number, along with the amount deducted. A copy of such information shall also be given to the identified union representative of the Local.
- 4.03 The union shall advise the employer in writing of any changes in the amount of dues to be deducted from the employees covered by this Collective Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the effective date of the change.
- 4.04 Income tax (T-4) slips provided to employees shall indicate the amount of union dues paid by each employee in the year.
- 4.05 The employer will provide a copy of all postings and changes in positions, and notices of hires or terminations.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The employer or the union shall not discriminate at any time against any employee on account of creed, colour, nationality, ancestry or place of origin, political beliefs, gender, sexual orientation, disability, age or marital status, or because of their membership or non-membership in trade union organizations.

ARTICLE 6 - LABOUR-MANAGEMENT/HEALTH AND SAFETY COMMITTEE

- 6.01 (a) The parties agree to establish a Labour/Management Committee with meetings to be held quarterly or as otherwise mutually agreed. The committee will be comprised of up to three members from the union and up to three members from the employer.
- (b) An employer and union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.
- 6.02 Amendments to job descriptions shall be discussed at the Labour/Management Committee. Any amendments shall be arrived at through consensus between the parties.

ARTICLE 7 - CLASSIFICATIONS AND JOB DESCRIPTIONS

- 7.01 The employer agrees to provide the union with the current job descriptions in effect at the time of certification by the union.
- 7.02 Job classifications shall be listed in the Wage Appendix. In the event the employer or the union desires to introduce a new classification, the parties agree to meet to work out the issues.
- 7.03 In the event the employer creates a new position that falls within the bargaining unit, the parties agree to negotiate a rate of pay and classification appropriate to the duties and responsibilities of the new position.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Grievance Definition

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

8.02 Authorized Representatives

An employee may have the assistance of a union representative at any time during the grievance procedure.

8.03 Time Limits

For the purposes of this Article, periods of time referred to shall be consecutive calendar days, exclusive of Saturday, Sunday, and named holidays.

8.04 Mandatory Conditions

- (a) Should the employer 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, unless the parties have mutually agreed in writing to extend the time limits.

- (b) A suspension or dismissal grievance shall commence at Step 2.
- (c) The parties agree to use the Grievance Form that is attached to this Collective Agreement.
- (d) Should the union fail to comply with the time limits in this procedure, the grievance shall be considered abandoned, unless the parties agree to extend the time limits.

8.05 Steps in the Grievance Procedure

- (a) Step 1

An employee who has a grievance shall, within ten (10) days of the date of the incident, or reasonably should have become aware of, the incident which lead to the grievance, discuss the matter with the Manager. The Manager shall advise the employee of her decision in writing within ten (10) days of the employee first making her aware of the matter. In the event that it is not resolved to the satisfaction of the employee, it may be advanced in accordance with the following steps.

- (b) Step 2

If the grievance is not resolved at Step 1 above within ten (10) days of the decision of the Manager, it shall be forwarded in writing by the union and the employee, stating the nature of the grievance and redress sought, to the Executive Director or designated representative. The Executive Director shall reply in writing within ten (10) days of receiving the grievance. If the grievance is not settled at this stage, the union may decide to proceed to arbitration.

8.06 Dispute Resolution Process

- (a) By mutual agreement the parties may initiate the Dispute Resolve Process at any step of Grievance Procedure. The parties may mutually agree to bypass stages, return to previous stages, and/or extend the time limits contained in the Dispute Resolution Process. Such agreements shall be confirmed in writing.
- (b) The parties may mutually agree to involve a facilitator or mediator and/or any other external resource. Any external resource costs including those of a facilitator/mediator will be cost shared on a 50/50 basis. External resources will be utilized by mutual agreement.
- (c) The facilitator(s) may take notes of discussions to share with the participants and to assist the consultation process. Notes taken by any of the participants are confidential and without prejudice to the legal or contractual rights of the parties. Comments made during consultation shall not be attributed to specific individuals.
- (d) Agreements reached in the Dispute Resolution Process are confidential and without prejudice to the legal and contractual rights of the parties, and shall be confirmed in writing.

- (e) The union or the employer may conclude the Dispute Resolution Process at any time by written notice to the other party.
- (f) In the event facilitation is not successful in achieving mutual resolve and/or a withdrawal of a grievance, the parties will revert back to the grievance procedure.

8.07 Arbitration

- (a) Either party wishing to submit a grievance to arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its intention to do.
- (b) Within ten (10) days of receipt of notification provided for as above, the party receiving such notice shall arrange to meet with the other party in an effort to select a single Arbitrator. Where agreement cannot be reached on selection of a single Arbitrator application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the Labour Relations Code.
- (c) The Arbitrator shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the employee(s).
- (d) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- (e) The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 9 - PROBATIONARY PERIOD

- 9.01 Newly-hired regular employees shall serve a probationary period of three (3) months. At the completion of three (3) months, probationary employees shall be given a written performance appraisal. The employer shall have the right to extend the probationary period once, for up to three (3) months, after advising the union. A probationary employee may be dismissed without cause or notice and without recourse to the grievance or arbitration procedure.

ARTICLE 10 - HOURS OF WORK

- 10.01 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.
- 10.02 Work shifts are arranged to provide continuous, twenty-four (24) hour operation of the Lodge seven (7) days a week.
- 10.03 The employer will endeavor to provide the employee with two (2) consecutive days off per week.

- 10.04 The normal hours of work shall not exceed eight (8) hours in a shift.
- 10.05 (a) Employees working on day shift in excess of five (5) hours are entitled to two (2) paid fifteen (15) minute rest breaks and one (1) one-half ($\frac{1}{2}$) hour unpaid lunch.
- (b) Employees working less than five hours are entitled to a fifteen (15) minute paid rest break for every three and one-half ($3\frac{1}{2}$) hours worked.
- (c) Employees working evening and night shifts are entitled to two (2) paid fifteen (15) minutes rest breaks and one (1) one-half ($\frac{1}{2}$) hour paid lunch break during every eight hour shift. The lunch break shall be included in the eight hour shift.
- (d) Notwithstanding Article 10.05 (a, b and c), if the employer requires an employee to be readily available for duty during their meal period, and the meal period cannot be rescheduled in the same shift they shall receive the overtime rate for the break.
- 10.06 The employer will post shifts scheduled to indicate hours on duty and shift rotations four (4) weeks in advance.
- 10.07 When a change is made to a regular employee's schedule with less than ten (10) calendar days notice, the employee shall be paid at one and one-half ($1\frac{1}{2}$) times the basic rate of pay for all hours worked on the first shift of the changed schedule. No changes shall be made to an employee's schedule without the employer giving notification to an employee.
- 10.08 Shift schedules shall provide for the following:
- (a) no less than fifteen (15) hours off between shifts;
- (b) no more than ten (10) days worked in a fourteen (14) calendar day period;
- (c) no more than six (6) days worked in a row;
- (d) a maximum of forty (40) hours worked per week;
- (e) not more than eight (8) hours per day; and
- (f) excepting casual employees who are employed specifically for weekend work, days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular part-time employees who perform the work involved.
- 10.09 Employees shall be allowed to exchange shifts or time off with the permission of the Manager. No overtime shall be incurred by the Employer as a result of such changes.
- 10.10 Regular part-time employees who wish to be considered for additional hours of work which:
- (i) are made available to relieve for absences, the duration of which is less than ninety (90) calendar days; or
- (ii) are not regularly scheduled;

shall advise the Manager, in writing, as to the extent of their availability. Such additional hours of work shall be distributed as equally as possible among the available regular part-time employees who have requested additional hours of work.

10.11 The basic rate of pay will prevail for additional hours of work assigned to a regular part-time employee beyond the employee's scheduled hours, provided:

- (i) the assignment is accepted;
- (ii) the hours worked do not exceed eight (8) hours per day;
- (iii) the hours worked do not exceed eighty (80) hours over a period of fourteen (14) calendar days;
- (iv) the part-time employee does not work in excess of six (6) consecutive days without days off; and
- (v) the part-time employee does not work in excess of ten (10) days in a fourteen (14) day period.

The basic rate of pay will prevail for additional hours of work assigned to a regular part-time employee beyond the employee's scheduled hours, unless the employee becomes subject to the overtime provision in Article 11.01.

ARTICLE 11 - OVERTIME AND CALL BACK

11.01 Overtime is all time authorized by the Manager in excess of eight (8) hours per day or eighty (80) hours in a two week rotation. Hours worked in excess shall be paid for at one and one-half (1½) times the employee's regular rate of pay.

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

11.03 Regular employees shall have the option, with written notification to the Manager, of banking their overtime hours at one hour for every one hour worked. If banked time is not used up within three (3) months of earning it, it shall be paid out at the appropriate overtime rate on the employee's next regular pay.

11.04 (a) First Call Back

When an employee is required to respond to a call, she shall receive a minimum at three (3) hours at the basic rate of pay or the applicable overtime rate, whichever is greater. Should any additional calls to deal with the same problem that prompted the original call be received during the first two and one half (2 1/2) hours of the first call back, she shall respond to the call as part of the original call.

(b) Further Call Backs

Should additional calls be required which fall outside the conditions in 11.04 (a), then they shall be paid as a new call back.

ARTICLE 12 - WAGES AND PAY DAYS

12.01 Employees will be paid on a biweekly basis on the Friday following a two (2) week period ending on the previous Saturday. In the event a statutory holiday falls on the regular pay day, employees will be paid on the last working day preceding the statutory holiday.

12.02 (a) Shift Differential

An employee who works an evening shift, Monday to Thursday shall be paid a shift differential of seventy-five cents (\$0.75) for every hour worked. An employee who works a night shift, Monday to Thursday shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) for every hour worked.

(b) Weekend Differential

An employee who works an evening shift from Friday to Sunday shall receive a weekend differential of one dollar and twenty-five cents (\$1.25) for every hour worked. An employee who works a night shift on Friday, Saturday and/or Sunday shall receive a weekend shift differential of two dollars and twenty-five cents (\$2.25) for every hour worked.

(c) Weekend Definition: From the beginning of the Friday evening shift to end of the Sunday night shift.

(d) Shift differentials shall not be included in the employee's basic rate of pay for the purposes of calculating overtime.

12.03 If an employee is scheduled by the employer to serve for three (3) consecutive shifts or more as the head cook or head housekeeper, she is eligible for the next higher rate of pay in the position she is substituting in for the duration of the temporary position.

12.04 In all other situations when an employee is scheduled by the employer to fill a higher level position, she is eligible for the next higher rate of pay in the position she is substituting in for the duration of the assignment.

12.05 Overpayment of Wages and/or Entitlements

Should the employer issue an employee an overpayment of wages and/or entitlement, then the employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The employer shall notify the employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the employer and the employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the employee's gross earnings per pay period.

ARTICLE 13 - STATUTORY, NAMED HOLIDAYS

13.01 (a) This Article shall apply to:

- (i) all regular employees;
- (ii) all employees who work four (4) out of the nine (9) same days of the week on which the holiday falls.

- (b) The Employer recognizes the following statutory, named holidays:

New Years Day	Civic Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and other holidays proclaimed by the Federal or Provincial Government.

- 13.02 (a) The employer will provide holiday time off to all regular employees who have completed thirty (30) calendar days of service.
- (b) When a statutory, named holiday falls on a day that would otherwise have been worked, the employee will receive her regular hourly rate for her regularly scheduled hours.
- (c) When a statutory, named holiday falls on an eligible employee's regularly scheduled day off, the employee will receive another day off with pay within thirty (30) days of that holiday (full-time regular employee), or will be paid her regular hourly rate for her regularly scheduled hours (casual employee).
- (d) All regular part-time and casual employees who have worked four (4) of the previous nine (9) same days of the week on which the holiday falls, and all regular full-time employees working on a recognized holiday shall receive holiday pay at two and one-half (2½) times their straight-time rate for the hours worked on the holiday, or one (1) regular day of pay plus an additional day off with pay. All other employees who have worked at least thirty (30) days working on a recognized holiday shall receive holiday pay at one and one-half (1½) times their straight-time rate for the hours worked on the holiday.
- (e) When a statutory, named holiday falls during an employee's vacation period, and the employee has worked four (4) of the previous nine (9) same days of the week on which the holiday falls, or is a regular full-time employee, the holiday shall be added to the employee's vacation period, or may be taken at a later date, but within thirty (30) days of the holiday.
- (f) When a statutory, named holiday falls during an eligible employee's sick leave, maternity leave, or any other leave of absence, no other day off in lieu will be granted, nor will holiday pay be paid for that holiday.
- (g) A statutory holiday shall be deemed to include from 0:01 to 24:00 on the day of the holiday subject to Article 2.06.
- (h) Any employee required to work on Christmas Day shall receive two and one-half (2½) times their straight time rate for the hours worked on the holiday, or one regular day of pay plus an additional day off with pay paid at one and one-half (1½) times the regular rate of pay.

ARTICLE 14 - VACATIONS

- 14.01 (a) A regular full-time and part-time employee shall receive an annual vacation with pay in accordance with her years of employment as follows:
- (i) An employee who has completed twelve (12) calendar months of service shall receive two (2) weeks vacation with pay based on 4% of their wages earned in the previous year.
 - (ii) An employee who has completed three (3) years of service shall receive three (3) weeks vacation with pay based on 6% of their wages earned in the previous year.
 - (iii) An employee who has completed six (6) years of service shall receive four (4) weeks vacation with pay based on 8% of their wages earned in the previous year.
 - (iv) An employee who has completed eleven (11) years of service shall receive five (5) weeks vacation with pay based on 10% of their wages earned in the previous year.
 - (v) An employee who has completed fifteen (15) years of service shall receive six (6) weeks vacation with pay based on 12% of their wages earned in the previous year.

14.02 Employees shall accrue vacation entitlement on a monthly basis based on their service entitlement as provided in 14.01 above.

14.03 Vacation pay for regular employees is based on their current wage rate.

14.04 Cessation of Vacation Accrual

- (a) There shall be no accrual of vacation pay or time entitlements during:
- (i) lay-off; or
 - (ii) a leave of absence without pay which is in excess of thirty (30) consecutive calendar days; or
 - (iii) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) consecutive calendar days.

14.05 Time of Vacation

- (a) The employer shall post the vacation schedule planner by January 1st of each year. Where an employee submits a vacation preference by March 31st of that year, the employer shall indicate approval or disapproval of that vacation request by April 30th of that year.
- (b) Where employees have submitted their requests for vacation within the timeframe of January 1st to March 31st stipulated in Article 14.05 (a), vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Requests for vacation that are submitted after March 31st shall be dealt with on a first-come, first-serve basis. A regular employee who chooses to take

vacation in broken periods shall be allowed to exercise a preference as to choice of vacation dates for only one (1) vacation period within a calendar year.

- (c) Requests to use vacation shall be subject to the approval of the employer and shall not exceed the number of vacation days accrued to the date of the request.
- (d) A regular employee shall be entitled to an unbroken period of vacation equal to one (1) year's vacation accrual, unless otherwise mutually agreed between the employee and the employer.
- (e) In the event available vacation is not used by the year end, the employee may elect to carry over up to one week of vacation into the next year. The Manager must be notified of this decision in writing at least two weeks prior to December 31st.
- (f) No regular employee may continue to work and draw vacation pay in lieu of taking vacation.
- (g) Paid vacation time can be used in minimum increments of one (1) day as mutually agreed between the employer and the employee.
- (h) The Manager has the right to schedule unused vacation time during the fourth (4th) quarter of the year unless there is mutual agreement between the Employer and the employee to carry over the vacation in accordance with Article 14.05 (e).

14.06 Sick While on Vacation

- (a) Where a regular employee qualifies for sick leave of three days or more, pursuant to Article 15.07, during her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the mutual agreement of the employee and the Manager.
- (b) In order to qualify for sick leave under this provision, the employee must provide a signed letter from a physician that states the length of time the employee would be off work with the illness or injury. The nature of the illness or injury and treatment shall remain a confidential matter between the employee and her doctor. An employee may discuss the illness, injury and/or treatment with the employer if she so chooses.

14.07 Upon termination of employment, employees shall be paid for the unused vacation time that has been earned through to the last day of employment.

14.08 Vacation entitlement shall apply to part-time and casuals on a pro-rata basis.

14.09 Vacation schedules shall be posted by June 1st of each year and shall not be changed unless mutually agreed upon by the employer and the employee.

ARTICLE 15 - SICK LEAVE

15.01 Sick leave credits are to protect regular employees in the event of an illness or injury not covered by the Workers' Compensation Board.

- 15.02 (a) After completion of the probationary period, a regular full-time employee shall be eligible for cumulative sick leave credits computed from the date of commencement of the probationary period at the rate of six decimal eight six percent (6.86%) of total hours worked and total hours on paid leave.
- (b) Sick leave credits will be calculated based on one hundred percent (100%) of the employee's base pay rate at the time of absence and the total hours worked each month, but will not include any premiums or overtime rates.
- (c) Unused sick leave benefits will be allowed to accumulate until **eight** hundred (800) hours. A part-time employee shall be eligible to earn sick leave credits on a pro rata basis based upon the hours worked each month.
- 15.03 Paid sick leave shall only be granted up to the amount of the accumulated sick leave credits.
- 15.04 An employee who is absent due to a medical/dental appointment is eligible to use of sick leave credits for the hours of work absent for such appointment.
- 15.05 Any employee who has used up all sick leave credits and still requires additional time off shall notify the employer.
- 15.06 A regular employee shall be granted the use of sick leave credits in the event of family illness which shall include parents, children, or other dependents to a maximum of six (6) days per year.
- 15.07 Employees who are unable to report for work due to illness or injury should notify the Manager as soon as possible. When possible, the employee shall endeavor to contact the Manager on each additional day of absence up to three (3) days. If an employee is absent for three (3) or more consecutive days due to illness or injury, a physician's statement may be required.
- 15.08 If an employee is absent for more than five calendar days in a twelve month period as a result of a recurring illness or a non-occupational accident or quarantine, the employee may be required to undergo a job functional analysis. The employer will pay the costs of any such analysis.
- 15.09 Sick leave credits shall not be used in advance of being earned.
- 15.10 Upon termination of employment, all sick leave credits shall be cancelled and no further payments to the employee shall be made.

ARTICLE 16 - PARENTAL LEAVE

16.01 Maternity/Paternity Leave

- (a) A regular employee who has completed twelve (12) months continuous employment shall, upon her written request at least four (4) weeks in advance, be granted maternity/paternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the employee.

- (b) Maternity/paternity leave shall be without pay and benefits, except for that portion of maternity leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave. Maternity/paternity leave shall be without loss of seniority. The total period of maternity/paternity leave shall not exceed twelve (12) consecutive months, unless mutually agreed between the employer and the employee.
- (c) A regular employee on maternity/paternity leave shall provide the employer with at least four (4) weeks written notice of readiness to return to work. The employer will reinstate the regular employee in the same classification held by her immediately prior to taking maternity/paternity leave and at the basic rate of pay.

16.02 Adoption Leave

A regular employee who has completed twelve (12) months continuous employment shall, upon written request, be granted leave without pay for up to twelve (12) months as necessary for the purpose of adopting a child. Upon four (4) weeks written notice of intent to return to work, the regular employee shall be reengaged in the same classification held immediately prior to taking adoption leave and at the basic rate of pay.

ARTICLE 17 - COURSES/TRAINING

- 17.01 The employer shall, as early as practical, provide employees with a First Aid course. Registration and wages for an employee shall be paid for by the employer.
- 17.02 The employer agrees to pay for the Food Safety course registration and to cover wages for employees attending the course, for all employees who work with food.
- 17.03 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.
- 17.04 Employees attending a course as required by the employer shall be entitled to use the vehicle allowance.
- 17.05 If meals are not supplied, a meal allowance of ten dollars (\$10.00) per day will be provided to employees attending an educational.

ARTICLE 18 - BEREAVEMENT LEAVE AND COMPASSIONATE LEAVE

- 18.01 For the purpose of this Article, the following definitions shall apply:
 - (a) "Immediate Family" shall mean spouse, children, step-children, parents, step-parents, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, step-grandparents, and grandchildren. These relationships are deemed to include the current common-law relationships of the employee.

- (b) "Extended Family" shall mean aunts, uncles, nieces, nephews, and cousins. These relationships are deemed to include the current common-law relationships of the employee.
- 18.02 (a) An employee shall be granted bereavement leave with pay for three (3) consecutive working days, provided such leave commences within seven (7) consecutive days immediately following the death of any immediate family member.
- (b) In the event of the death of an extended family member, an employee shall be granted bereavement leave with pay for up to one (1) working day, provided such leave commences within seven (7) consecutive days immediately following the death of the extended family member.
- 18.03 Bereavement leave shall be extended by up to two (2) days without loss of salary for an immediate family member, if travel in excess of four hundred (400) kilometers from the employee's residence is necessary.

ARTICLE 19 - CIVIC OBLIGATIONS

- 19.01 Time off without loss of pay will be granted when necessary for the fulfilling of civic obligations, such as jury duty, mandatory Court appearances, or voting.
- 19.02 The employer will reimburse the employee for the difference between any fees or monies she received for obligations such as jury duty and the regular wage she would have received.

ARTICLE 20 - UNION LEAVE

- 20.01 (a) Requests for leave of absence for union duties shall be made in writing fifteen (15) working days prior to the date of the leave. 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.
- (b) Representatives of the union shall be granted time off without loss of seniority in order to participate in negotiations with the employer.
- (c) When leave to attend union business has been approved under 20.01 (a) and (b), it is granted with pay. The union agrees to reimburse the employer for actual salary paid to the employee while on leave, plus an amount determined by the employer 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.
- 20.02 No union activity, other than as provided in Articles 3, 6 and 8, shall take place on Lodge premises without the prior approval of the Manager.

ARTICLE 21 - OTHER LEAVES OF ABSENCE

- 21.01 (a) All requests for other leave shall be made in writing and shall be made fourteen (14) working days prior to the beginning of the requested leave, except in emergency or unforeseen situations. The employer will not unreasonably deny such requests.
- (b) Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits shall be provided by the employer for the first thirty (30) calendar days after the leave begins. Employees will become responsible for the full cost of benefits if they wish the coverage to continue.
- (c) The employer agrees to return the employee to the same classification and pay step as prior to the commencement of the leave.

ARTICLE 22 - VEHICLE ALLOWANCE

- 22.01 Where an employee is required to use her personal vehicle on Foundation business, she will be reimbursed for mileage in accordance with employer's existing policy governing mileage rates, subject to Letter of Understanding #3 (Mileage Rate).
- 22.02 If an employee is required to use her personal vehicle on Foundation business and the employee's insurance company requires the employee to purchase business use insurance, the employer shall reimburse the employee for the cost of the business use insurance for each year, upon submission of receipts.
- 22.03 When travel is completed, employees shall within fourteen (14) days submit completed "Expense Claim Forms" to the Manager.

ARTICLE 23 - DISCIPLINE, DISMISSAL, AND RESIGNATION

- 23.01 (a) Dismissal or discipline of any employee shall only be for cause. Any dismissal or discipline of an employee may be subject to the grievance procedure.
- (b) Discipline shall normally be progressive and be appropriate and measured to the incident that gave rise to the discipline.
- 23.02 Copies of all written disciplinary notices will be copied to the Site Vice –President and Steward.
- 23.03 An employee shall have the right to have a Shop Steward or officer of the union present when a disciplinary notice is issued, verbally, or in writing.
- 23.04 Providing no further related incidents have occurred, and the matter referred to in the disciplinary notice(s) is not subject to a grievance, an employee shall have disciplinary notices removed from their file after eighteen (18) months.
- 23.05 An employee wishing to terminate their employment relationship shall be required to give two (2) weeks written notice to the Employer.

ARTICLE 24- BENEFITS

24.01 Employees shall be permitted to eat meals during their shift. There shall be no charge to employees for this taxable benefit.

24.02 Workers' Compensation coverage shall be provided by the employer for all employees.

24.03 Should the Alberta Government re-institute Alberta Health Care Premiums, the following will apply. Alberta Health Care group coverage is provided to all regular employees. The premium costs are fifty percent (50%) for the employer and fifty percent (50%) for the employee. Premium deductions for Alberta Health Care are mandatory if a regular employee does not have coverage elsewhere.

Effective January 1, 2011, the Alberta Health Care Premium costs are sixty percent (60%) for the employer and forty percent (40%) for the employee.

24.04 Medical/Dental Plans are provided for all regular employees with premium costs at sixty percent (60%) for the employer and forty percent (40%) for the employee. A vision care program is provided for all full-time employees. Premium deductions for the Medical, vision care and dental plans are mandatory if an employee does not have coverage elsewhere.

Effective January 1, 2011, Medical/Dental Plan premium costs are sixty percent (60%) for the employer and forty percent (40%) for the employee.

24.05 Life Insurance and Long-term Disability plans are mandatory for all full-time employees with premium costs at sixty percent (60%) for the employer and forty percent (40%) for the employee. Life insurance is provided and is mandatory for all regular part-time employees.

Effective January 1, 2011, Life Insurance and Long-term Disability plan premium costs are sixty percent (60%) for the employer and forty percent (40%) for the employee.

24.06 Part-time employees may choose to participate in the Retirement Pension Plan (RPP) if the carrier agrees.

(a) The Retirement Pension Plan (RPP) is mandatory for all regular full-time employees.

(b) Part-time employees may choose to participate in the plan once a year on March 1st of every year. Once a part-time employee has enrolled in the plan they must continue to participate in the plan.

The employer will match one hundred 100% of an employee's contribution from 2% up to five percent (5%) of their wages.

ARTICLE 25 - VACANCIES, JOB POSTINGS, AND APPLICATIONS

25.01 All vacant positions which the employer requires to be filled and all new positions will be posted in the Lodge. Each posting shall state the following information:

(a) responsibilities,

- (b) qualifications,
- (c) existing shift schedule,
- (d) basic rate of pay,
- (e) the full-time equivalency of the position, if applicable, and
- (f) to whom applications should be submitted.

25.02 Appointments will go to the qualified, most senior employee applicant.

25.03 A regular employee who is the successful applicant on a posting shall be considered on a trial period in the new position for three hundred and ten (310) hours 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 26 - SENIORITY

26.01 "Seniority," except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with the employer from the last date of hire.

26.02 (a) Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire when:

- (i) the employment relationship is terminated by either the employer or the regular employee, or
- (ii) twelve (12) months has expired following lay-offs, or
- (iii) the employee retires.

(b) Seniority will not accrue:

- (i) thirty (30) days after being laid off;
- (ii) with Workers' Compensation leave in excess of ninety (90) days;
- (iii) with Long-term Disability leave in excess of ninety (90) days; or
- (iv) with unpaid leave of absence in excess of thirty (30) days.

26.03 An up-to-date seniority list and a list of employees on lay-off shall be sent to the union in January of each year and when any regular employee is served notice of lay-off, and such list shall indicate each employee's classification.

26.04 Any casual or temporary employee achieving a regular position shall have seniority credited back to the employee's date of hire as a casual or temporary employee.

26.05 In the event seniority dates are the same, the employee with the earliest dated letter of hire shall be deemed to have the most seniority. In the event that employees with the same seniority dates also have letters of hire with the same dates, the employee with the earliest dated application shall be deemed to have the most seniority. In the event the tied seniority cannot be resolved in this manner, the tie shall be resolved by a coin toss.

ARTICLE 27 - CLOTHING

27.01 Smocks or pants will be supplied by the employer, with seven (7) per year for full-time employees and five (5) per year for part-time and casual employees.

27.02 The employer agrees that "Casual Day Fridays" shall be maintained with employees allowed to wear blue jeans that are not tattered or torn.

ARTICLE 28 - PERSONNEL FILE

28.01 Employees shall, upon one (1) day written notice to the employer, be allowed during normal working hours, Monday to Friday, to view their personnel file and have copies made of the contents.

ARTICLE 29 - LAYOFFS AND RECALLS

29.01 Lay-off means a separation from employment as a result of lack of work, or a reduction in hours to full-time or part-time employees.

29.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining unit-wide seniority, providing they have the qualifications to perform the job available. All regular full-time and part-time employees shall receive a minimum of two (2) weeks notice of layoff. Should such notice not be given, the employer agrees to pay the employee(s) the difference between the two (2) weeks and the actual amount of notice given.

29.03 When an employee has been given notice of lay-off or notice of position abolishment, the employee has the option of:

- (a) accepting a vacant position, if available, or
- (b) working as a casual employee.

29.04 Once the employee has been given written notice of lay-off or notice of position abolishment, the employee shall determine the position they wish to secure within five (5) working days after written notice has been provided by the employer of the selection of the position, with a copy provided to the union.

29.05 An employee who has been laid off shall be eligible to remain on recall for twelve (12) months.

29.06 Employees on lay-off shall be recalled in order of their seniority.

ARTICLE 30 – MEDICATIONS

30.01 No employee of the bargaining unit shall dispense prescription or non-prescription medication to any resident.

ARTICLE 31 – MANAGEMENT RIGHTS

31.01 The union recognizes that the employer shall have the sole and exclusive right, except as otherwise limited by the provisions of this Agreement, to determine all matters pertaining to

the management of its affairs. Except as limited by the Collective Agreement, the direction of employees is fixed exclusively in the employer, and without restricting the generality of the foregoing, the union acknowledges that it is the exclusive right of the employer to maintain order, discipline and efficiency; to organize and reorganize the work of employees, and hire, appoint, discharge, promote, demote, classify, transfer within the Lodge, lay off, recall, suspend or otherwise discipline employees; make or alter, from time to time, rules and regulations to be observed by employees; determine and change the operation of the employer, and determine and change the methods of carrying out the employer's operations; set standards for performance of work, determine work to be performed by employees, and determine the time or times an employee is to work. Matters not covered by the provisions of this Collective Agreement will be dealt with at the sole discretion of the employer

31.02 The employer agrees to exercise these rights in a fair and reasonable manner.

The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in negotiations.

For the Union

"original signatures on file"

Date: **April 10, 2012**

For the Employer

"original signatures on file"

Date: **April 10, 2012**

SALARY APPENDIX

Position		Level 1	Level 2	Level 3	Level 4	Level 5
Building Operator	Effective January 1, 2012	\$21.00	\$22.25	\$23.50	\$24.75	\$26.00
	Effective July 1, 2012					
Head Cook	Effective January 1, 2012	\$19.44	\$19.95	\$20.45	\$20.96	\$21.46
	Effective July 1, 2012	\$19.63	\$20.15	\$20.65	\$21.17	\$21.67
Head Housekeeper	Effective January 1, 2012	\$19.44	\$19.95	\$20.45	\$20.96	\$21.46
	Effective July 1, 2012	\$19.63	\$20.15	\$20.65	\$21.17	\$21.67
Relief Cook	Effective January 1, 2012	\$16.41	\$16.92	\$17.42	\$17.93	\$18.43
	Effective July 1, 2012	\$16.57	\$17.09	\$17.59	\$18.11	\$18.61
General Worker	Effective January 1, 2012	\$15.40	\$15.91	\$16.41	\$16.92	\$17.42
	Effective July 1, 2012	\$15.55	\$16.07	\$16.57	\$17.09	\$17.59
Students	Effective January 1, 2012	\$14.39	\$14.90	\$15.40	\$15.91	\$16.41
	Effective July 1, 2012	\$14.53	\$15.05	\$15.56	\$16.07	\$16.58

Position		Level 1	Level 2	Level 3	Level 4	Level 5
Building Operator	Effective January 1, 2013	\$21.00	\$22.25	\$23.50	\$24.75	\$26.00
	Effective July 1, 2013					
Head Cook	Effective January 1, 2013	\$19.83	\$20.35	\$20.86	\$21.38	\$21.89
	Effective July 1, 2013	\$20.03	\$20.55	\$21.07	\$21.59	\$22.11
Head Housekeeper	Effective January 1, 2013	\$19.83	\$20.35	\$20.86	\$21.38	\$21.89
	Effective July 1, 2013	\$20.03	\$20.55	\$21.07	\$21.59	\$22.11
Relief Cook	Effective January 1, 2013	\$16.74	\$17.26	\$17.77	\$18.29	\$18.80
	Effective July 1, 2013	\$16.91	\$17.43	\$17.95	\$18.47	\$18.99
General Worker	Effective January 1, 2013	\$15.71	\$16.23	\$16.74	\$17.26	\$17.77
	Effective July 1, 2013	\$15.87	\$16.39	\$16.91	\$17.43	\$17.95
Students	Effective January 1, 2013	\$14.68	\$15.20	\$15.71	\$16.23	\$16.74
	Effective July 1, 2013	\$14.82	\$15.35	\$15.87	\$16.39	\$16.91

For Building Operator only – advancement from Level 1 to Level 2 on the Wage Scale is contingent upon successful completion of the Boiler Operator “B” course and certification. Advancement from Level 3 to Level 4 will be in 2013. Advancement from Level 4 to Level 5 will be in 2014.

LETTER OF UNDERSTANDING #1

between

Sturgeon Foundation
(the "Employer")

and

Canadian Union of Public Employees, Local 1461
(the "Union")

The parties agree to renegotiate Article 30 – Medications, if the employer decides to add new classifications to the bargaining unit in order to provide enhanced services (which include the distribution of medications) for Lodge Residents.

This letter of understanding shall expire on December 31, 2013.

Signed this 10th day of April, 2012.

For the Union

For the Employer

"original signatures on file"

"original signatures on file"

LETTER OF UNDERSTANDING #2

between

Sturgeon Foundation
(the "Employer")

and

Canadian Union of Public Employees, Local 1461
(the "Union")

- 1. Mileage to be reimbursed as per Article 22.01 will normally be applicable to one vehicle.
- 2. When more than one employee is traveling by personal vehicle and the employee(s) chooses to use their personal vehicle rather than car-pool, the mileage amount calculated in (1) above will be payable to each driver in proportional amounts based upon the number of passengers in each vehicle (see example below for further clarification).

This letter shall remain in force until this Agreement expires. **Dec. 31, 2013**

Signed this 10th day of **April**, 2012.

For the Union

For the Employer

"original signatures on file"

"original signatures on file"

Example:
Mileage Amount: \$100
Vehicle #1:
One driver, 2 passengers \$ 75

Vehicle #2:
One driver, no passengers \$ 25

BARGAINING UNIT EXEMPTION

LETTER OF UNDERSTANDING #3

between

Sturgeon Foundation
(the “employer”)

and

Canadian Union of Public Employees, Local 1461
(the “union”)

The parties agree to exempt the position of Program Coordinator from the scope of the Bargaining Unit as long as she is carrying out managerial duties on behalf of the Employer at Spruce View. The Program Coordinator while she is employed outside the bargaining unit shall work in accordance with the terms and conditions of the Sturgeon Foundation Handbook. The seniority of the Program Coordinator will stop accruing on the date the Agreement is ratified by both parties and will start again on the day she returns to the bargaining unit or this letter is terminated.

This letter of understanding shall remain in force until this Agreement expires. Either party, however, has the right to terminate this letter with thirty (30) calendar days notice. If the letter is terminated, the Program Coordinator shall revert to the bargaining unit.

Signed this 10th day of April, 2012.

For the Union

For the Employer

“original signatures on file”

“original signatures on file”

LETTER OF UNDERSTANDING #4

between

Sturgeon Foundation
(the "Employer")

and

Canadian Union of Public Employees, Local 1461
(the "Union")

- 1. Employees who are terminated due to recall rights expiring pursuant to Article 31.05 or employees who are terminated as a result of a permanent workforce reduction shall receive termination pay or pay in lieu of notice.
- 2. Pay will be paid at a rate of one and one half (1½) weeks per year of service up to a maximum of 20 years.
- 3. Pay will be paid only once to an employee.
- 4. Employees who are dismissed for just cause, retire or resign are not eligible for pay in lieu of notice.

This letter shall stay in force until the Agreement expires. **Dec. 31, 2012**

Signed this **10th** day of **April**, 2012.

For the Union

For the Employer

"original signatures on file"

"original signatures on file"

LETTER OF UNDERSTANDING #5

between

Sturgeon Foundation
(the "Employer")

and

Canadian Union of Public Employees, Local 1461
(the "Union")

No member of the bargaining unit shall lose her job or scheduled hours of work due to contracting out.

This letter shall remain in force until this Agreement expires. **Dec. 31, 2012**

Signed this **10th** day of **April**, 2012.

For the Union

For the Employer

"original signatures on file"

"original signatures on file"

LETTER OF UNDERSTANDING

between

Sturgeon Foundation
(the "Employer")

and

Canadian Union of Public Employees, Local 1461
(the "Union")

Re: Lee-Ann Winters

The Employer and the Union agree that Lee-Ann Winters will be moved to the corresponding pay step from the Relief Cook to the Head Cook position when performing the duties of that job

Signed this **10th** day of **April**, 2012 in Morinville, Alberta.

For the Employer

For the Union

"original signatures on file"

"original signatures on file"

