

COLLECTIVE AGREEMENT

between

CUPE / Canadian Union
of Public Employees

LOCAL 2771

and



Lakeland
Lodge and Housing Foundation

Effective:
January 1, 2019 to December 31, 2021



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COLLECTIVE AGREEMENT made this _____ day of _____, 2019.

BETWEEN:

LAKELAND LODGE and HOUSING FOUNDATION, a body corporate
incorporated under the laws of the Province of Alberta
(hereinafter referred to as "The Foundation")
OF THE FIRST PART

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2771**
(hereinafter referred to as "The Union")
OF THE SECOND PART

The intent of the parties to this Agreement is to ensure the provision of good resident care at a reasonable cost, while at the same time recognizing and protecting the interests of the residents, the community, the employees, and the Employer. The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer and the employees of the Lodge; to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement, and to ensure the safety and occupational health of employees are provided for in accordance with the Occupational Health and Safety Act.

Now therefore, the parties hereto mutually agree as follows:

ARTICLE 1 – UNION RECOGNITION

- 1.1 The Employer recognizes that the Canadian Union of Public Employees, Local 2771 is the sole bargaining agent for the employees of the Lakeland Lodge and Housing Foundation, Cold Lake, Alberta, covered by the Union certification, save and except the Lodge Manager and the Chief Administrative Officer.
- 1.2 The Employer shall not unreasonably withhold approval for leave of absence for employees elected or appointed to represent the Union at conventions, workshops, institutes, seminars, negotiations, or for Union business. Such requests for leave of absence shall be without pay and shall be submitted in writing to the Lodge Manager seven (7) days prior to the date of the requested absence.
- 1.3 Union business shall not take place during an employee's working hours and/or on Lodge premises without special permission by the Employer.
- 1.4 The Union Representative or any duly accredited officer of the Union may be permitted on the Employer's premises.
- 1.5 The shop steward may be permitted to participate in limited Union business during working hours within the Employer's premises.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 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.

2.2 The Employer agrees to exercise these rights in a fair and reasonable manner.

ARTICLE 3 – CONTRACTING OUT

3.1 There shall be no contracting out of the work of the bargaining unit.

ARTICLE 4 – RELATIONSHIP

4.1 It is agreed that while this Agreement is in force, there shall be no strikes, slowdowns, other stoppages of work, or picketing of the Employer's premises.

4.2 The Employer agrees there will be no lockouts of employees while this Agreement is in force.

4.3 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed, or until the right to strike or lockout arises.

ARTICLE 5 – DEFINITIONS

5.1 Classification

The word "classification" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority, and required qualifications that a common descriptive title may be used.

5.2 "**Employer**" shall mean the Board of Directors of the Lakeland Lodge and Housing Foundation, or such persons as may from time to time be authorized to act on behalf of the Foundation.

5.3 "**Seniority**" is defined as length of continuous employment of an employee in the bargaining unit since the employee's last date of hire, and shall include service with the Employer prior to certification of recognition of the Union.

5.4 A "**Regular Employee**" is defined as an employee who is regularly scheduled to work either full-time or part-time hours, and has completed **their** probationary period.

5.5 A "**Regular Position**" is defined as a permanent part-time or full-time position with regularly scheduled hours.

5.6 A "**Full-time Employee**" shall mean an employee who occupies a full-time position, who has completed the required probationary period, and who is scheduled to work a minimum of seventy (70) hours bi-weekly.

5.7 A "**Part-time Employee**" shall mean an employee who has completed the required probationary period, and whose regularly scheduled hours of work are less than a

Regular Full-time employee and who has regularly scheduled shifts of a minimum of thirty (30) hours bi-weekly.

- 5.8 **"Casual employee"** shall mean an employee who is employed in a position other than a full-time or part-time position, and/or is employed on a relief basis to cover an absent full-time or part-time employee who is on sick leave, leave of absence, or vacation for a period up to three (3) months. All hours worked in all classifications by a casual employee shall be counted when advancing through the wage grid.
- (a) A casual employee who achieves a regular position shall have hours worked in that classification applied towards the probationary period up to four hundred fifty-five (455) hours.
 - (b) A casual employee shall be paid in the wage grid of the classification they are working in.
 - (c) **A casual employee who achieves a regular position shall have their seniority credited back to their initial date of hire which is continuous to their present regular service on a pro-rated basis as a casual employee.**
- 5.9
- (a) A **"Temporary employee"** is one who is hired for the purpose of replacing a full-time or part-time employee who is on approved leave of absence without pay, sick leave LTD, STD or WCB in excess of three (3) months.
 - (b) Temporary Full-time and Part-time employees shall be covered by the terms of this collective agreement applicable to Regular Full-time and Part-time. Clause 5.10 shall not apply to a temporary employee. A temporary employee shall not have the right to grieve the termination of employment when no longer required in that position or on completion of the expected term of the position. Temporary employees hired in a position in excess of six (6) months shall be eligible to participate in the Insurance Plans.
 - (c) In the event an employee on leave as described in 5.9 (a) does not return to their position, the vacancy will be posted in accordance with Article 22 – Posting and Filling Vacancies.
 - (d) **A temporary employee who achieves a regular position will be entitled to utilize time spent in that position toward their seniority date, provided that time spent occurs within an eighteen (18) month period and have not been terminated.**
- 5.10
- (a) **"Probation"** means that a new full-time or part-time employee shall be required to serve a probationary period of six hundred forty (640) regular hours worked. A probationary employee shall move to Step 1 on Appendix I following four hundred fifty-five (455) regular hours worked exclusive of overtime.
 - (b) Management has the right to one (1) extension of one hundred sixty (160) regular hours worked if deemed necessary. In the event the Employer intends to extend an employee's probation period, the Employer will complete a performance evaluation prior to the end of the probation period and notify the Union and the employee of the reasons for the extension. During the extended probationary period, the employee shall move to Step 1 on Appendix "I". The Union shall be notified of any extension of the probationary period on a confidential basis.
 - (c) A probationary employee who is promoted or transferred to a Guardian Position during their probationary period shall be required to re-serve their full

probationary period in the new classification under clause 5.9 (a) up to a combined maximum of eight hundred (800) regular hours worked exclusive of overtime.

If a probationary employee is unsuitable in the opinion of the Employer, the employee may be terminated at any time during the probationary period without notice or pay in lieu of notice (except as may be provided by the provisions of the Alberta Employment Standards Code). Such termination of employment may be subject to the grievance procedure except that it shall not be the subject of Arbitration at Step 4.

- 5.11 **Trial Term** - the words "Trial Term" when used in this Agreement shall mean a period of four hundred eighty (480) regular hours worked where an employee will have the opportunity to determine satisfaction with the new position. If the employee does not satisfactorily perform the duties of the position, the Employer can reinstate the employee to **their** former position or an equivalent classification at the appropriate rate of pay. If an employee wishes to return to **their** former position prior to the completion of the three (3) month period, they shall be entitled to do so.
- 5.12 **Promotion** - the word "Promotion" when used in this Agreement shall mean the advancement of an employee to a position of a higher regular rate of pay above **their** present position.
- 5.13 **Regular Rate of Pay** - the words "Regular Rate of Pay" when used in this Agreement shall mean the hourly rate to an employee as set out in the Schedule of Wages.

ARTICLE 6 – NO DISCRIMINATION

- 6.1 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, **family status** nor by reason of **their** membership or activity in the Union.

ARTICLE 7 - LABOUR-MANAGEMENT BARGAINING RELATIONS

- 7.1 A Union bargaining committee shall be appointed and shall consist of not more than four (4) members of the Union of which no more than three (3) shall be employees of the Foundation. The Union will advise the Employer of the Union nominees to the committee.
- 7.2 Subject to the provisions of this Collective Agreement, the Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer.

ARTICLE 8 – DISCIPLINE, DISMISSAL and RESIGNATION

- 8.1 (a) All employees shall be required to give written notice at least two (2) weeks prior or as soon as possible when terminating employment if they wish to resign in good standing.
- (b) No employee shall be dismissed, suspended, or demoted without just cause.
- 8.2 Employees who resign their employment shall be paid on their last working day, provided they give at least two (2) weeks notice. An employee leaving without giving proper notice shall be paid within ten (10) days of the date of termination.

- 8.3 **Warning Notices and Notices of Discipline** - The Lodge Manager may give an employee a written warning notice or a notice of discipline, provided there is just cause. Copies of all warning notices or notices of discharge, suspension, or other discipline shall be provided to the Union.

An employee who is to be interviewed by the Employer on a matter of discipline or an investigation that could result in discipline, will be given the opportunity to be accompanied by a Shop Steward or other Union Representative of Local 2771, at their request within twelve (12) hours.

- 8.4 Past warning notices or notices of discipline shall be deemed void after the employee has maintained a CLEAR RECORD for a period of **eighteen (18)** months.
- 8.5 Employees absent for two (2) days without notifying the Lodge Manager shall be considered to have vacated their position unless a valid reason is provided.
- 8.6 Upon termination of employment, all sick leave credits shall be cancelled and no further payments to the employee shall be made.

ARTICLE 9 - UNION MEMBERSHIP

- 9.1 All employees shall, as a condition of employment, pay Union dues. The Lodge will remain an open shop.
- 9.2 The Foundation shall deduct from the employees covered by this Agreement, an amount equal to the monthly Union dues in a manner which is in keeping with the payroll system in effect in the Institution. Such deductions shall be forwarded to the Union not later than the 15th day of the month following, accompanied by a list of names with the amount deducted plus the wages earned by each employee.
- The Union shall advise the Employer, in writing, of any change in amount of dues to be deducted from the employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 9.3 It is agreed that a Union-Management Committee shall be established with meetings to be held **upon request of either party**. The committee will include **up to three (3) Employer representatives and three (3) Union representatives**.
- 9.4 The Foundation Manager shall supply to each employee within the bargaining unit a copy of this Agreement within thirty (30) days of the signing of this Agreement. All new employees within the unit shall be supplied with a copy of this Agreement by the Foundation when they are hired.
- 9.5 All correspondence between the parties, except as otherwise set out in this Agreement, arising out of this Agreement or incidental thereto, shall pass to and from the CAO of the Lakeland Lodge and Housing Foundation and the President of the Union.
- 9.6 The Union shall be notified of any promotions, demotions, hirings, layoffs, transfers, recalls, resignations or retirements of members in the bargaining unit.
- 9.7 **The Union agrees to notify the Employer of any changes to the Executive Board or CUPE National Representative.**

ARTICLE 10 - WORKING CONDITIONS

- 10.1 **Hours of Work** - The regular hours of work for employees covered by this Agreement shall not exceed eight (8) hours per day up to a maximum eighty (80) hours bi-weekly. It is understood the operations of the Cold Lake Senior Citizens' Lodge require continuous operation Monday through Sunday.
- 10.2 (a) Employees shall be permitted one fifteen (15) minute paid rest break for each full period of three point seven-five (3.75) hours worked; and
- (b) Employees working a shift of five (5) hours or longer shall be entitled to one-half (1/2) hour unpaid meal break.
- (c) Any employee who is required to remain available and in the facility during their meal period shall be paid for that meal period at their regular rate of pay.
- 10.3 Unless mutually agreed between the Employer and the Union, shift schedules shall provide for:
- (a) not more than six (6) consecutive days without days off.
- (b) Days off shall be consecutive.
- (c) Weekends shall be planned in such a way as to equally distribute weekends off amongst the employees in the classification. Except for employees hired specifically for weekends, all regular employees shall have a minimum of every second weekend off. A weekend shall be defined as Saturday and Sunday.
- (d) **Guardian position shall operate as a 4 days on and 4 days off rotation for the 11pm-6am and 12pm-8am guardian position.**
- (e) The first shift of the day shall be that shift in which the majority of the hours fall between midnight and 0800 hours.
- 10.4 Shift schedules shall be posted not less than fourteen (14) calendar days in advance.
- 10.5 Mutually arranged shift changes between employees must have the prior approval of the Lodge Manager and will not involve the Employer in a premium pay situation. Before a change of shifts may take place, both employees must sign a Shift Exchange Request Form and obtain signed approval from the Lodge Manager.
- 10.6 The hours of work set forth herein are stated solely for the purposes of determining any premium pay which might accrue to an employee, and shall not be considered as a guarantee of any minimum, or a restriction on any number of hours which may be assigned.
- 10.7 (a) Regular part-time employees who wish to be considered for available hours of work shall advise their Supervisor in writing as to the extent of their availability. Such hours of work shall be distributed as equally as possible, on a rotational basis, first to the regular employees in the department where the hours are available, and secondly to the available employees in the rest of the Lodge. In the event that an available employee cannot be found, a casual employee will be utilized. In no event will an employee already on shift be utilized on the available shift unless extreme circumstances warrant.
- (b) In the event insufficient Part-time Employees volunteer for the additional work, and there are insufficient available Casual Employees, the additional hours of work may

then be assigned as equally as possible to Regular Part-time Employees in the Department on a rotational basis.

- (c) In the event an employee calls in sick for **their** shift then a callout will be done in order of seniority. The first employee will be called according to the information listed and if no answer is received the next employee on the list shall be called until the shift is filled.

10.8 Shift schedules shall provide for no less than ten (10) hours between shifts.

10.9 **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 affected with the appropriate deduction in regular earnings.**

ARTICLE 11 – SHIFT PREMIUM

11.1 A shift premium of one dollar fifty cents (\$1.50) per hour will be paid to an employee where the majority of working hours fall between sixteen hundred (1600) hours and zero eight hundred (0800) hours.

11.2 An employee relieving in the Head Cook's position shall receive a premium of one dollar twenty-five cents (\$1.25) per hour in addition to their hourly rate.

11.3 When a regular employee works additional hours in a position within another department, exclusive of the Head Cook position, to fill for staff shortages, the employee shall be paid the rate for the position in which they are relieving for all hours worked in that position plus an incentive pay of seventy-five cents (\$0.75) per hour worked in such position.

ARTICLE 12 - MEDICATION

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

ARTICLE 13 - WAGES

13.1 The regular rate of pay set out in Appendix I of this Agreement shall apply during the term of this Agreement.

13.2 The Foundation shall pay salaries and wages bi-weekly in accordance with Appendix I. Paydays shall be on Tuesdays, except when a holiday falls on a Monday or Tuesday, and for these exceptions, the payday shall be on a Wednesday.

On each pay day, each employee shall be provided with an itemized statement of **their** wages, overtime, and other supplemental pay deductions. The pay period for which the employee is being paid shall be ten (10) days after the expiry of the pay period. Any inaccuracies on pay cheques of fifty dollars (\$50.00) or more shall be corrected and shall occur within five (5) working days.

13.3 **Overtime** - All hours worked in excess of eight (8) hours per day or eighty (80) hours bi-weekly shall be at the rate of one and one-half (1½) times the employee's regular hourly rate of pay as per Article 13.1 above.

- 13.4 Where mutually agreed by the Employer and the employee, the employee may receive time off in lieu of overtime. Such time off shall be equivalent to the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and employee.
- 13.5 When a regular employee works in a position with a lesser rate of pay than their current classification, the employee will be paid their regular rate of pay for all hours worked in the lower classification.
- 13.6 When the Employer holds regular staff meetings employees shall be paid time at their regular rate of pay for the length of the meeting. Employees shall be paid a minimum of one (1) hour.

ARTICLE 14 - PAID HOLIDAYS

- 14.1 All regular employees in the bargaining unit, provided they meet the terms and conditions set out below, shall be entitled to the following paid holidays:

New Year's Day	August Civic Holiday
Alberta Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- 14.2 All regular employees shall receive the recognized paid holidays for which they are eligible, providing
 - (i) **they work their scheduled shift before and after the holiday (unless employer consent is given for the absence) and work on the general holiday if required and scheduled to do so; or**
 - (ii) they are on vacation; or
 - (iii) they are on sick leave for no more than thirty (30) calendar days prior to the paid holiday.
 - (iv) they are not on any form of leave of absence without pay.
- 14.3 A new employee, to be eligible for a paid holiday, must have worked for the Foundation **the day preceding and the day following the holiday (unless employer consent is given for the absence) and work on the general holiday if required and scheduled to do so.** If such new employee works on a Named Holiday, the employee will be paid one and one-half times (1½ X) their Regular Rate of Pay for hours worked on that Named Holiday and shall not be entitled to equivalent time off in addition to the pay.
- 14.4 The hourly rated pay for part-time employees in each classification shall be equivalent of the rate specified for permanent employees in **Appendix I.**
- 14.5 Eligible Regular employees scheduled to work on a named holiday shall be paid one and one-half (1½) times their regular rate of pay for all hours worked on the holiday, plus equivalent time off with pay at a mutually agreeable time, or be compensated at two and one-half (2½) times their regular rate of pay for all hours worked on the holiday, if unable to schedule an alternate day off within thirty (30) days.

- 14.6 If a Named Holiday falls on a day that would normally have been a work day for the eligible employee and the employee does not work on that day, the employee shall be paid their regularly scheduled daily hours at their regular rate of pay. If an employee works an irregular schedule, the Named Holiday is considered to be a day in which the employee would normally have worked if they have worked on that day at least five (5) of the last nine (9) weeks preceding the Named Holiday.
- 14.7 Eligible Casual Employees who work on a Named Holiday shall be paid one and one-half times (1½ X) their regular rate for all hours worked on the Named Holiday.

ARTICLE 15 - ANNUAL VACATION LEAVE

- 15.1 (a) The Employer shall post the vacation planner by October 1st of each year. Where an employee submits the employee's vacation preference by December 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by December 31st of that year.
- (b) Where employee's have submitted their requests within the time frame of October 1st to December 15th stipulated in Article 15.1 (a), vacation dates shall be allocated based on seniority. Requests for vacation which are submitted after December 15th shall be dealt with on a first come, first served basis.
- (c) The Employer shall provide an estimate of entitled vacation days by October 31st of each year upon written request.
- (d) The Employer shall provide to all employees a record of entitled vacation days by no later than February 28th of each year.
- (e) Employees may not accumulate more than one (1) year of vacation at a time. The rate of entitlement of vacation is earned on a monthly basis as follows:
- (i) Upon completion of one (1) year - ten (10) working days with pay;
 - (ii) Upon completion of second (2) to fourth (4) year - fifteen (15) working days with pay;
 - (iii) Upon completion of fifth (5) to thirteenth (13) year - twenty (20) working days with pay;
 - (iv) Upon completion of fourteenth (14) to eighteenth (18) year - twenty-five (25) working days with pay;
 - (v) Upon completion of nineteen years or more - thirty (30) working days with pay.
- 15.2 (a) Part-time employees shall be entitled to the above on a pro-rated basis of Employer paid hours.
- (b) Casual employees shall be entitled to vacation pay as follows:
- (i) First (1) to fifth (5) year of working casual - four percent (4%);
 - (ii) Sixth (6) to tenth (10) year of working casual - six percent (6%);
 - (iii) Eleventh (11) year or more of working casual - six percent (6%).
- 15.3 No more than one (1) employee from each department shall be away at the same time.

- 15.4 Employees may, with the approval of the Lodge Manager, split their vacations, provided only one holiday period may be taken during the period of June 1st to September 30th.
- 15.5 Vacation pay shall be paid no later than the last banking day preceding the employee's annual vacation, but shall not conflict with the provision of other related clauses in this section.
- 15.6 An employee may be permitted to carry over a maximum of four (4) vacation days from the previous year for exceptional circumstances and agreed to by the Employer in writing.
- 15.7 Leaves of absence in excess of ten (10) days without pay shall delay the anniversary date for holidays by the equivalent length of time of the leave in any one incident.
- 15.8 Vacation shall be calculated based on anniversary date.
- 15.9 Upon termination of employment, an employee shall be paid all unused vacation time.

ARTICLE 16 - SICK LEAVE

- 16.1 Full-time employees shall be entitled to accumulate sick leave to a maximum of one hundred twenty (120) days at one and one-half (1½) days per month of sick leave with pay, or one-half (½) day in the case of an employee who has worked a partial month, but not less than ten (10) working days in that month. Part-time employees shall accumulate sick leave at a rate of one (1) day per month. A period of less than ten (10) working days in any month shall not entitle an employee to sick leave.
- 16.2 Once an employee has completed **their** probationary period, sick leave credits shall be back-dated to **their** date of hire.
- 16.3 Casual employees shall not be entitled to sick leave.
- 16.4 Sick leave credits shall not be used in advance of being earned.
- 16.5 Employees may be required to provide proof satisfactory to the Employer of any illness. **The Employer shall reimburse the employee for the cost of any medical note required, upon proof of receipt.**
- 16.6 (a) An employee reporting sick is expected to do so to the Lodge Manager at least two (2) hours before the employee's scheduled duties on a day or evening shift, and at least six (6) hours before the employees scheduled duties on a night shift.
- (b) In the event an employee does not report sick before the commencement of their scheduled duties, failing to do so without reason acceptable to the Employer, the employee will be considered absent and not eligible for sick pay.
- 16.7 An employee receiving Workers' Compensation benefits is not eligible for sick leave pay, and no deductions shall be made from accumulated sick leave credits.
- 16.8 Upon request, the Employer shall advise each employee, in writing, of the amount of sick leave entitlement accrued to **their** credit.
- 16.9 When an employee is required to travel outside the city of Cold Lake for the purposes of medical referral and/or treatment for themselves or for the employee's child, spouse, or parent, and is unable to schedule travel outside **their** scheduled hours of work, **they**

shall have the right to utilize up to **six (6)** days of sick leave credits in each calendar year. **An employee may be required to provide proof of appointment.**

- 16.10 If an employee requires time off for the purpose of attending a dental, physician, optical or medical appointment, provided that employee has been given prior authorization by the Employer, such absence shall be charged against the employee's accumulated sick leave. Employees may be required to submit satisfactory proof of such an appointment.
- 16.11 Upon termination of employment, all sick leave credits shall be cancelled and no further payments to the employee shall be made.

ARTICLE 17 – MATERNITY / PARENTAL LEAVE

17.1 Maternity / **parental** leave shall be granted by the Foundation on the following basis:

17.2 Maternity / **parental** leave shall be granted by the Foundation to a permanent employee who has completed not less than **ninety (90) days** of continuous service upon application to **their** Supervisor.

17.3 Maternity / **parental** leave shall be without salary or the accumulation of sick leave credits, but the employee on such leave **shall continue to accrue seniority.**

17.4 Maternity / **parental** leave shall be applied for in writing not less than two (2) months prior to the estimated date of delivery, and such leave will commence two (2) weeks prior, or earlier if a medical certificate is produced, to the estimated date of delivery.

An employee may utilize sick leave credits prior to the commencement of maternity / **parental** leave and/or during a period of time where maternity / **parental** benefits are unpaid.

17.5 (a) **Maternity leave shall be granted for a period of sixteen (16) weeks if requested by the employee.**

(b) **Parental leave shall be granted for a period of sixty-two (62) weeks if requested by the employee.**

17.6 At the request of the employee, and upon production of a medical certificate regarding maternity complications, the maternity / **parental** leave shall be extended up to a maximum of twenty-four (24) months for such leave.

17.7 **Adoption Leave**

Adoption leave shall be granted by the Foundation to a permanent employee who has completed not less than **ninety (90) days** of continuous service to the Employer. Such leave shall not exceed **sixty-two (62) weeks**. Such leave shall be without salary or the accumulation of sick leave credits; however, seniority will continue to accrue.

ARTICLE 18 - LEAVE OF ABSENCE

18.1 All requests for leave of absence without pay must be in writing and submitted to the Employer prior to the commencement of the requested leave.

18.2 An employee granted a leave of absence shall be guaranteed their present job or one of equal stature if they return no later than the agreed date of return.

18.3 **Bereavement Leave**

Employees shall be granted a maximum of five (5) regularly scheduled consecutive work days leave without loss of pay at the regular rate of pay, in the event of the death of an employee's spouse (including common-law spouse), parent, child or ward, brother, sister, parent-in-law, brother-in-law, sister-in-law, son or daughter-in-law, grandparent, grandchild.

18.3.1 Two (2) extra days, for the total of seven (7) days of paid bereavement leave, shall be paid in the event that the funeral is held outside a three hundred (300) kilometer radius of Cold Lake.

18.4 In the event of a death of a niece/nephew, aunt/uncle, the Employer shall grant up to three (3) days off with pay to attend the funeral services.

18.4.1 The Lodge Manager may approve bereavement leave, up to one (1) day to attend a funeral.

18.5 Employees will be granted regular rates of pay for any time they may be required to serve on jury or witness duty less amount paid by the Court.

18.6 Personal and Family Responsibility Leave

As operations permit, an employee shall be granted up to three (3) days per calendar year of personal leave, without pay. Employees may take the days together or separately. Leave must be considered necessary for the health of the employee or for the employee to meet their family responsibilities in relation to a family member.

18.67 Compassionate Care Leave

Employees shall be granted an unpaid leave of **twenty-seven (27)** weeks to care for a seriously ill family member. During the leave the employee will continue to accumulate all benefits and seniority under this Collective Agreement. If the employee chooses to make contributions for the period of the leave to the benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position.

ARTICLE 19 - INSURANCE PLANS

19.1 When the enrollment and other requirements of the insurer as indicated in the contracts with the insurer have been met, the Employer will implement the following group plans for eligible employees:

- (a) An Extended Health Plan - Family
- Single
- (b) A Dental Plan
- (c) Group Life Insurance (including Optional)
- (d) Accident and Serious Illness (including Optional)
- (e) Short Term Disability
- (f) Long Term Disability
- (g) Optional Critical Illness
- (h) **Direct Pay Drug Card (See Letter of Understanding #4)**

Should Alberta Health Care premiums return, vision care is to remain and reversion to prior reallocation coverage shall be provided.

- 19.2 Enrolment by:
- (a) Regular Full-time employees
 - (b) Regular Part-time employees regularly scheduled to work an average minimum twenty (20) hour per week shall be facilitated in accordance with the enrolment and other requirements of the insurer.

- 19.3 Upon completion of the probationary period, the Employer will cost share 80% of Extended Health and Dental benefit premiums and employees will cost share 20%. Employees will pay 100% of Group Life, Accident and Serious Illness Insurance, STD, LTD, Optional Life, Optional Accident and Serious Illness Insurance and Optional Critical Illness Insurance.

The Employer will continue to pay its premium cost share provided the employee is continuously employed by the Employer, requires coverage, and is not covered by a spouse's plan. A regular employee who is absent on an authorized leave with pay shall have these rates paid during the duration of the leave. An employee who is on sick leave shall have these rates paid for the duration of their banked sick leave. The Employer may extend this period. The employee on sick leave agrees to provide monthly reports from **their** physician. An employee who is on Workers' Compensation benefits shall have these rates paid until the Workers' Compensation benefits end, or one hundred twenty (120) days, whichever comes first.

ARTICLE 20 - PROMOTION

- 20.1 When making promotions and filling vacancies within positions covered by this Collective Agreement, the determining factors shall be requisite job related skills, abilities, and knowledge and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
- 20.2 The following order for consideration of applicants shall apply:
- (a) regular employees who are covered by this Collective Agreement in the department where the vacancy exists, or where the new position is being created;
 - (b) regular employees who are covered by this Collective Agreement in other departments;
 - (c) casual and temporary employees covered by this Collective Agreement.

ARTICLE 21 - LAYOFFS AND RECALLS

- 21.1 In the event of a layoff, as a result of a shortage of work, employees shall be laid off within each affected classification in reverse order of their seniority, provided the remaining employee is qualified to perform the work. All affected full-time or part-time employees shall be given fourteen (14) days notice. Should the Employer not provide such notice, the Employer will provide full wages in lieu of such notice.
- 21.2 Employees shall be recalled in reverse order listed in Article 21.1, provided the employee is qualified to perform the work for which **they are** being recalled.
- 21.3 A laid-off regular employee who fails to report for work within five (5) working days after being notified in writing to do so shall be deemed to have resigned **their** employment with the Employer. It shall be the responsibility of the regular employee to keep the

Employer informed of their current address. An employee who has been on layoff for a period of six (6) months without being recalled shall be considered terminated.

ARTICLE 22 - POSTING AND FILLING VACANCIES

- 22.1 Any vacancy in a position or a newly created permanent position within the jurisdiction of the Union which is required to be filled, must be posted immediately and shall remain posted on the staff bulletin board seven (7) days prior to the position being filled.
- 22.2 All job postings shall contain at least the following information: nature of the position, qualifications, required knowledge and education, skills, shift, wage or salary rate, and hours of work.
- 22.3 Where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure.
- 22.4 A current job description shall be provided to all new employees.

ARTICLE 23 - GRIEVANCE PROCEDURE

- 23.1 Any difference concerning the interpretation, application, operation, or alleged violation of this Agreement, including any questions as to whether the difference is arbitrable, shall be settled without stoppage of work or refusal to perform work in accordance with the following procedure.
- 23.2 Grievances may be of two (2) types. An individual grievance which is a grievance initiated by and pertaining to a single employee. A policy grievance is one which affects more than one employee, brought by the Union.
- 23.3 An individual employee who has a complaint shall, within five (5) days of the date they became aware, or reasonably **should have** become aware of the occurrence which led to the grievance, first discuss the matter with the Supervisor with a view to resolving the matter. If the resolve is not satisfactory to the employee, the grievance shall be advanced to Step 1, to the Lodge Manager in writing within five (5) days.
- 23.4 **Steps of the Grievance Procedure**

Step 1

If the decision of the Lodge Manager does not settle the grievance, the Union may, within ten (10) working days of the date the decision was received by the employee, appeal the decision in writing to the Lodge Manager, specifying all the details of the grievance, including the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested. The Lodge Manager, or designate, shall respond in writing within ten (10) days of receipt of the written grievance.

Step 2

If the decision of the Lodge Manager does not resolve the grievance, the Union may appeal that decision in writing within ten (10) working days of the decision of Step 2, or upon receipt of the response of the Lodge Manager to the Chief Administrative Officer.

Step 3

If the Union is not satisfied with the response at Step 3, the Union may, within ten (10) days of receipt of the response from the Chief Administrative Officer, or their designate, advise the Board of the Union's intention to refer the grievance to arbitration.

23.5 A policy grievance may be initiated at Step 3 within ten (10) working days of the date of the incident which gave rise to the grievance, and shall include the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.

23.6 Time limits in the grievance procedure may be extended by mutual agreement in writing between the Foundation and the Union.

23.7 When the aggrieved fails to process a grievance within the time limits or procedures specified in this Article, **they** shall be deemed to have abandoned **their** grievance.

23.8 Sole Arbitrator

The parties may mutually agree to the selection of a single arbitrator in lieu of an Arbitration Board.

23.9 Composition of Board of Arbitration or Appointment of Sole Arbitrator

When either party requests that a grievance be submitted to arbitration and the grievance is to be resolved by a three-member board or a sole arbitrator, the appointment, costs, and procedures shall be in accordance with the Labour Relations Code.

23.10 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration or sole arbitrator shall be final and binding on all parties. The Board of Arbitration or the sole arbitrator shall not have the power to change, alter, or amend this Agreement or any of its provisions. However, the Board shall have the power to modify any penalties imposed on an employee.

ARTICLE 24 - CLASSIFICATIONS

24.1 Where the Foundation creates a new classification, or where the duties of an existing classification are altered so as to substantially change the nature of the work being performed, the Union shall be advised of the change. The parties shall meet and endeavour to negotiate a rate of pay for the new or altered classification, and if the matter cannot be resolved, it may be submitted to an arbitration board in accordance with the grievance procedure for a final decision.

ARTICLE 25 - DURATION OF AGREEMENT

25.1 This Agreement shall be in effect from January 1, 2019 to December 31, 2021.

25.2 Either of the parties hereto wishing to revise this Agreement shall give notice to the other party of intent to do so not more than one hundred twenty (120) days and not less than sixty (60) days prior to the expiry date of this Agreement.

25.3 If neither party submits notice as per Article 25.2, this Agreement shall continue from year to year thereafter, until notification of desire to amend or terminate is given as per Article 25.2.

APPENDIX I

HOURLY SALARY SCHEDULE

January 1, 2019 – 2%

**Casual and
Probationary**

**Completion of
Probation**

**1st Year
Anniversary**

Classification	Start Rate	Step 1	Step 2
Head Cook (Certified)	21.92	23.31	24.64
Head Cook (Uncertified)	18.64	20.04	21.39
Cook (Certified)	17.78	19.15	20.53
Cook	16.92	18.32	19.69
Dietary Aide	15.78	17.21	18.62
Guardian	17.49	18.85	20.27
Activity Coordinator	15.78	17.21	18.62
Head Housekeeping	16.96	18.49	20.01
Housekeeping	15.78	17.21	18.62

Casuals will proceed to Step 1 inclusive of all classification hours worked after four hundred and fifty-five (455) hours and will move to Step 2 at the completion of **one thousand three hundred sixty five (1365) hours**.

January 1, 2020 – 1%

Casual and Probationary Completion of Probation 1st Year Anniversary

Classification	Start Rate	Step 1	Step 2
Head Cook (Certified)	22.14	23.54	24.89
Head Cook (Uncertified)	18.82	20.24	21.60
Cook (Certified)	17.96	19.34	20.74
Cook	17.09	18.50	19.88
Dietary Aide	15.94	17.38	18.80
Guardian	17.67	19.04	20.47
Activity Coordinator	15.94	17.38	18.80
Head Housekeeping	17.13	18.68	20.21
Housekeeping	15.94	17.38	18.80

Casuals will proceed to Step 1 inclusive of all classification hours worked after four hundred and fifty-five (455) hours and will move to Step 2 at the completion of **one thousand three hundred sixty five (1365) hours**.

January 1, 2021 – 1%

Casual and Probationary Completion of Probation 1st Year Anniversary

Classification	Start Rate	Step 1	Step 2
Head Cook (Certified)	22.36	23.78	25.14
Head Cook (Uncertified)	19.01	20.45	21.82
Cook (Certified)	18.14	19.53	20.95
Cook	17.26	18.69	20.08
Dietary Aide	16.10	17.55	18.99
Guardian	17.84	19.23	20.67
Activity Coordinator	16.10	17.55	18.99
Head Housekeeping	17.30	18.86	20.41
Housekeeping	16.10	17.55	18.99

Casuals will proceed to Step 1 inclusive of all classification hours worked after four hundred and fifty-five (455) hours and will move to Step 2 at the completion of **one thousand three hundred sixty five (1365) hours**.

APPENDIX II

LONG SERVICE PAY

Employee Long Service Awards

Objective:

Lakeland Lodge and Housing Foundation wishes to acknowledge the contribution of its employees.

GUIDELINES:

1. In order to qualify for this formal recognition employees must have:
 - at least five (5) years of continuous full time or part time service with Lakeland Lodge and Housing Foundation.
2. Part-time employees will be entitled to half of stipulated amounts.
3. All employees who meet the criteria will be recognized in the following manner:

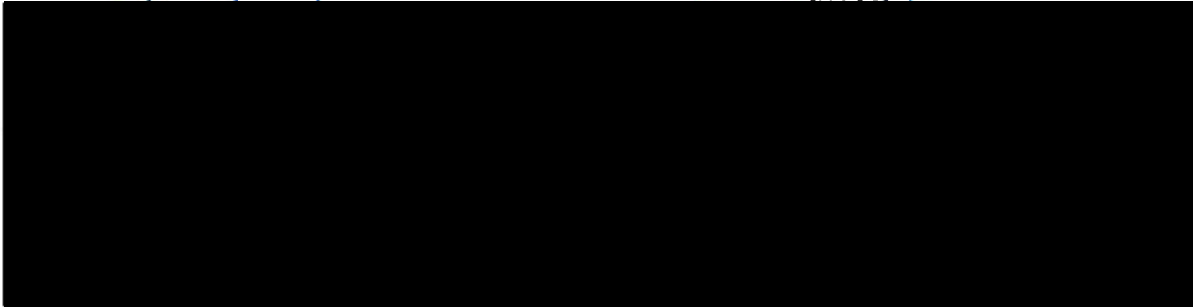
	Full-Time	Part-Time
After five (5) years	\$ 150.00	\$ 75.00
After ten (10) years	\$ 300.00	\$ 150.00
After fifteen (15) years	\$ 450.00	\$ 225.00
After twenty (20) years	\$ 600.00	\$ 300.00
After twenty-five (25) years	\$ 750.00	\$ 375.00

4. The above awards will be awarded annually at a function of the Foundation's choice.

IN WITNESS WHEREOF the Employer and the Union have executed this Agreement this _____
day of _____, 2019.

For the Union: 

For the Employer: 



Date: _____

LETTER OF UNDERSTANDING #1

between

The Board of Lakeland Lodge and Housing Foundation

and

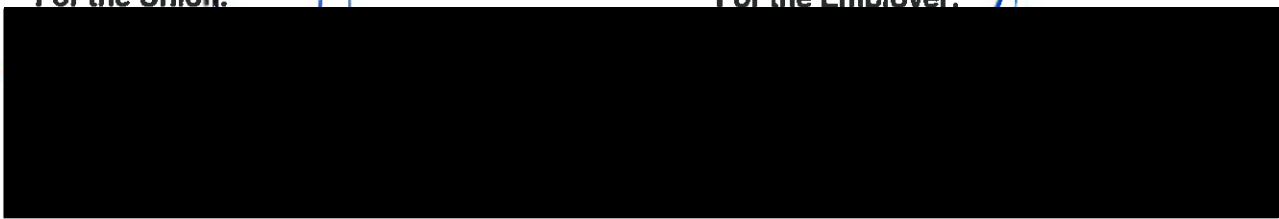
Canadian Union of Public Employees, Local 2771

Re: Nursing Homes and Related Industries Pension Plan (NHRIPP)

The parties agree to investigate the feasibility of implementing the Nursing Homes and Related Industries Pension Plan for the employees of Lakeland Lodge and Housing Foundation.

For the Union:

For the Employer:



Date: _____

LETTER OF UNDERSTANDING #2

between

The Board of Lakeland Lodge and Housing Foundation

and

Canadian Union of Public Employees, Local 2771

Re: Grandfathering Current Casual Employees

The parties agree to Grandfather the following employee:

Lydia Politylo.

Under Article 5 (c) of the January 1, 2009 to December 31, 2010 Collective Agreement as follows:

Casual Employees

A casual employee who achieves a regular position shall have their seniority credited back to their initial date of hire as a casual employee.

For the Union: 

For the Employer: 



Date: _____

LETTER OF UNDERSTANDING #3

between

The Board of Lakeland Lodge and Housing Foundation

and

Canadian Union of Public Employees, Local 2771

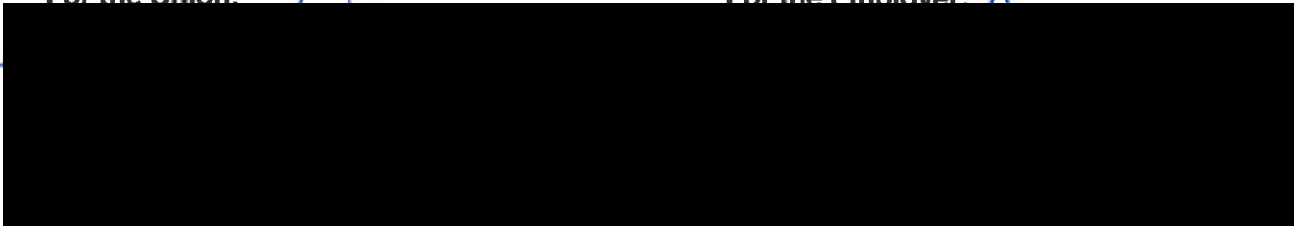
Re: Kathy Legare

The parties agree that the position of Activity Coordinator is a bargaining unit position.

Due to the extra duties and potential for conflict of interest as Executive Assistant Kathy Legare has taken on, the Union will agree on a without prejudice and without precedent basis to exclude Kathy Legare from the bargaining unit for the remainder of her employment with Cold Lake Lodge.

For the Union:

For the Employer:



Date: _____

LETTER OF UNDERSTANDING # 4

between

The Board of Lakeland Lodge and Housing Foundation

and

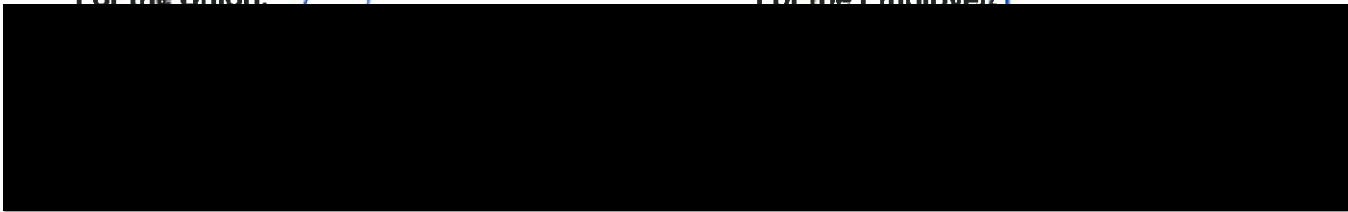
Canadian Union of Public Employees, Local 2771

Re: Direct Pay Drug Card

The Employer agrees to pay 100% of the cost of the Direct Pay Drug Card in 19.1(h). This Letter of Understanding will expire on December 31, 2021. The parties acknowledge that at the expiration of the Collective Agreement (December 31, 2021) the direct pay drug card will automatically revert back to the 20% Employee / 80% Employer split.

For the Union:

For the Employer:



Date: _____