

# COLLECTIVE AGREEMENT

Between



And

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

**LOCAL 46**

**January 1, 2024 to December 31, 2028**

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THIS AGREEMENT made this 29<sup>th</sup> DAY OF November 2023

BETWEEN

THE CYPRESS VIEW FOUNDATION  
Hereinafter called the "Employer",

PARTY OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS  
LOCAL 46  
Hereinafter called the "Union"

PARTY OF THE SECOND PART

## **1 PURPOSE OF AGREEMENT**

- a) To promote a positive work environment between the Employer, and Employees.
- b) To promote high morale, security and the well being of the Employees that will ensure the best possible services and protection for the residents, their interest, their families and community.
- c) To promote a positive relationship between the Employer and the Union and to provide settled and just conditions of employment.
- d) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- e) To encourage efficiency in operation.

## **2 DEFINITIONS**

- a) Employee - When used in this agreement shall mean all of the Employees of the Cypress View Foundation pursuant to the *Alberta Labour Relations Board* Certificate number 182-92.
- b) Permanent full-time Employee means an Employee with regularly scheduled hours of thirty (30) hours or more per week.
- c) Permanent part-time Employee means an Employee with regularly scheduled hours of less than thirty (30) hours per week.
- d) Casual Employee means an Employee who is filling a position made temporarily vacant due to an Employee being absent on a leave of absence, sick leave, vacation or a paid holiday, or is filling a temporary position.

Provided that there are available shifts that have been offered, a Casual Employee who has not worked any hours within a three (3) month period without making prior arrangement that would allow for a period of inactivity, will be deemed to have voluntarily terminated their employment with the Employer.

- e) Temporarily Vacant Position means a position that is made temporarily vacant because of an Employee being absent due to sick leave, any leave of absence, or on Long-Term disability.
- f) Temporary Position means a position that is required for a specific job that will not last more than six (6) months.



- g) Office of the Chief Administration Officer is defined as the Chief Administration Officer and/or designate.
- h) Definition of shift work when used in this Agreement shall mean where the hours of work are between the hours of 6:00 pm and 7:00 am.
- i) Working days shall be defined as days that the administration office is open for business.
- j) A week is defined as the period from 0001 hours Sunday to 2400 hours Saturday.
- k) A weekend is defined as the period from 0001 hours Saturday to 2400 hours Sunday.

### **3 MANAGEMENT RIGHTS**

#### **3.01 Management Rights**

The management of the Cypress View Foundation has all customary rights of management, including, but not limited to the right to direct the workforce, plan and control the Foundation's operation, to schedule working hours, and the right to hire, promote, demote, transfer, suspend, discharge Employees for just cause, to layoff Employees for lack of work, and the right to introduce new and improved methods of operation is vested exclusively with management, subject to the provisions of this Agreement. Notwithstanding the foregoing, Cypress View Foundation retains all rights not expressly limited by the terms of this Agreement.

### **4 RECOGNITION AND NEGOTIATION**

#### **4.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees Local 46 as the sole and exclusive collective bargaining agent for all of its Employees as outlined in the *Labour Relations Certificate #182-92*.

#### **4.02 No Other Agreement**

- a) No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative, which may conflict with the terms of this collective agreement.

- b) No person(s) other than the Executive of CUPE Local 46, the National Representative, and the Chief Administration Officer, or designate, of the Cypress View Foundation shall interpret this collective agreement.

#### **4.03 Right of Fair Representation**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises as designated by the Office of the Chief Administration Officer or designate, in order to deal with any matter arising out of this collective agreement.

#### **4.04 Duties of Employees in Bargaining Unit**

The Employer agrees that supervisors and other persons not in the bargaining unit shall not perform duties of Employees who are within the bargaining unit except for the purpose of instruction, experimenting, or in emergencies when regular bargaining unit Employees are not readily available and providing the aforementioned operations do not reduce the hours of work or pay of any Employee. This Article shall not restrict the Employer or designate from their normal participation on special occasions for the residents and or guests to the facility.

#### **4.05 Students**

The parties agree that practicum students and students employed during the summer or during periods between school terms shall be excluded from the bargaining unit and the provisions of the Collective Agreement shall not apply to such students. Students must be returning to school following their work period and will not be eligible to apply for internal competitions. At no time will a student be used to replace a member of the bargaining unit.

### **5 DISCRIMINATION AND HARASSMENT**

- 5.01** The Employer and the Union recognize the right of all Employees to work and conduct business and otherwise associate free from bullying, discrimination, harassment, or sexual harassment.

No Employee shall be subject to bullying, harassment, or sexual harassment as per Employer Policy, Guidelines and Procedures, as may be amended from time to time. Failure of Employees to follow such may result in disciplinary procedures up to and including termination.

- a) Discrimination, interference, restriction or coercion, exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, gender identification, marital or family status, physical or mental disability, in accordance with *Alberta Human Rights Legislation* as amended from time to time, nor by reason of their membership or activity in the Union.
- b) For the purposes of this Article harassment and/or sexual harassment will be described as offensive comments and or actions which demean and belittle an individual and or cause personal humiliation or embarrassment.

For the purposes of this Article bullying will be described as acts or verbal comments that could hurt or isolate a person in the workplace.

## **5.02 Reporting Procedure**

- a) An Employee, who believes that they have been subject to discrimination, harassment, or sexual harassment, has a responsibility to advise the offender, or have the offender informed by Management and the Union, that the action is unacceptable behaviour and unwelcome.
- b) It is important that the Employee keeps records of dates, times, the nature of the behaviour and the names of people who were present. Also record what action was taken to stop the discrimination, harassment, or sexual harassment.
- c) The incident(s) of perceived bullying, discrimination, harassment, or sexual harassment should be reported by the Employee to their supervisor and/or the Union as soon as possible after occurrence of alleged bullying, discrimination, harassment or sexual harassment and a written report submitted to management within six (6) months of the incident.
- d) Where, due to perceived involvement or bias, the Employee is not able to proceed through their supervisor, they may report it directly to the Chief Administration Officer or designate of the Cypress View Foundation.
- e) At any step of the above, the matter may be processed through the Union.

## **6 CHECK-OFF OF UNION DUES**

### **6.01 Check-Off Payments**

The Employer shall deduct from every Employee any dues, or assessments levied by the Union on its members. Any notice of adjustments must be submitted thirty (30) days prior to implementation date.

### **6.02 Deductions**

A bi-weekly cheque will be sent to the Secretary-Treasurer of the Union not later than ten days after pay period for which the dues were levied. The cheque shall be accompanied by a list of the names and calculated amount paid. A copy of this list shall be sent to the Secretary-Treasurer Canadian Union of Public Employees, Local 46, P.O. Box 255, Medicine Hat, Alberta T1A 7E9.

**6.03** Upon request from the Union, the Employer shall provide the addresses, phone numbers and personal email addresses of current Employees.

## **7 CORRESPONDENCE**

### **7.01 Correspondence**

All correspondence between the Parties arising out of, or incidental to this Collective Agreement, shall pass from the Chief Administration Officer or designate to the President or designate of CUPE Local 46.

The Union agrees to provide and maintain list of the appropriate Union Officers and Committee Members for the Chief Administration Officer or designate, of the Cypress View Foundation.

## **8 GRIEVANCE PROCEDURE**

### **8.01 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

## **8.02 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Chief Steward and the Union Stewards. The Steward may assist any Employee, in preparing and presenting their grievance in accordance with the grievance procedure.

## **8.03 Names of Stewards**

The Union shall notify the Employer in writing of the names of the Chief Steward and Steward before the Employer shall be required to recognize them.

## **8.04 Permission to Leave Work**

The Employer agrees that the Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during work hours except to perform their duties under this agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor, which permission shall be given within two (2) hours if circumstances permit. Such occurrences shall be only two (2) hours in duration. The Steward shall report to their supervisor before returning to their normal work functions.

## **8.05 Settling of Grievance**

- 8.05.1 When the dispute involves a question of general application or interpretation of this Collective Agreement, only the Union shall have the right to file the grievance.
- 8.05.2 No grievance shall be considered after thirty (30) days when the circumstances giving rise to such grievance should reasonably have been known to the Employee.
- 8.05.3 By mutual agreement in writing any of the steps may be bypassed or time limits extended.
- 8.05.4 With respect to grievances alleging discrimination and/or harassment, if the parties cannot agree on a resolution to the formal complaint which may involve problem solving options such as a facilitator or external mediator, the grievance shall commence at Step 3 of the grievance procedure.

## **8.06 All grievances shall be settled in the following order:**

Within thirty (30) days of an incident which should have been reasonably known, the Union has a right to file a grievance and shall submit, in writing, full and complete details of the grievance including the Article that was contravened and the relief requested.

- 8.06.1 Step 1: Prior to initiating a grievance, the Employer and the Union encourage informal and open discussion between the Employee and their supervisor in order to resolve disputes and disagreement at the lowest level possible.
- 8.06.2 Step 2: A meeting of the Parties shall be held within ten (10) days of the filing of the grievance with the appropriate Supervisor(s) (where there is no Supervisor the grievance shall proceed to the next step) to share information, to discuss and clarify the issue(s)/facts and to clarify the remedy sought by the grievor(s). The Supervisor shall communicate their decision to the Union in writing within ten (10) days of said meeting. If a settlement of the grievance is not reached, the Union may refer the matter to the next step by notifying the Chief Administrative Officer or designate in writing within ten (10) days of the Supervisor's decision.
- 8.06.3 Step 3: A meeting of the Parties shall be held within ten (10) days to present the grievance to the Chief Administrative Officer or designate. The decision of the Chief Administrative Officer or designate shall be communicated to the Union in writing within ten (10) days of said meeting. If a settlement of the grievance is not reached, the Union may refer the matter to the next step by notifying Chief Administrative Officer or designate in writing within thirty (30) days of the Chief Administrative Officers or designates decision.
- 8.06.4 Step 4: Arbitration as per Article 9

## **8.07 Policy Grievance**

Where a dispute involving questions of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Steps 1 and 2 of this Article will be by-passed.

### **8.08 Union May Institute Grievances**

The Union and its Representatives shall have the right to originate a grievance on behalf of an Employee, or group of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.

### **8.09 Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer will not enter into discussion in reference to the Grievance without a Steward being present.

### **8.10 Grievance on Safety**

A grievance regarding Health and Safety issues shall commence at Step 3 of the Grievance Procedure.

### **8.11 Replies in Writing**

Replies to grievances stating reason shall be in writing at all stages.

### **8.12 Facilities for Grievances**

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available for up to four (4) hours in duration, the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

## **9 ARBITRATION**

### **9.01 Selection of Arbitrator**

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. The grievance shall be submitted to a single Arbitrator.

### **9.02 Failure to Appoint**

If the parties fail to agree upon an Arbitrator within fifteen (15) days, the appointment shall be made through the relevant provisions of the *Alberta Labour Relations Code*, as amended, upon the request of either party.

### **9.03 Decision of the Arbitrator**

The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

### **9.04 Expenses of the Arbitrator**

Each party shall be responsible for one-half the expenses and/or fees payable to the Arbitrator.

### **9.05 Amending the Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this Article are not mandatory but merely discretionary.

### **9.06 Witnesses**

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of the Employee or Employees involved and any necessary witnesses.

All reasonable arrangements shall be made to permit the conferring parties or Arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

### **9.07 Arbitration Board**

The parties shall have the option of referring a grievance to an arbitration board.

The Employer and Union may agree in writing to a Board of Arbitration. A Board of Arbitration shall have the same powers and be subject to the same limitations as a single Arbitrator.

## **10 DISCHARGE AND DISCIPLINE PROCEDURE**

### **10.01 Right to Have Union Representative Present**



An Employee shall have their Union Representative present at any formal investigative interview or disciplinary meeting with supervisory personnel. The supervisor shall so notify the Employee in advance of the purpose of such an interview or meeting in order that the Employee may contact their Union Representative to be present as a witness only at the interview.

A meeting with a supervisor to discuss performance, including required corrective action, and which is not punitive shall not be considered disciplinary or investigative and a Union Representative shall not be present. Should the meeting become unproductive it will be terminated until Union representation can be present.

### **10.02 Discharge and Discipline Procedure**

An Employee may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer as defined in this Agreement. The Chief Administration Officer or designate may suspend an Employee but shall immediately report such action to the Union. Prior to the imposition of discipline or discharge, an Employee shall be given the reason in the presence of their Steward or Union Representative, should the Employee request their presence. Such Employee and the Union shall be notified promptly, in writing, by the Employer with the reason for such discipline or discharge.

### **10.03 May Omit Grievance Steps**

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8 - Grievance Procedure. Step 1 and 2 of the Grievance Procedure shall be omitted in such cases.

### **10.04 Burden of Proof**

In cases of discharge and/or discipline the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.

## **10.05 Personnel Records**

An Employee shall have the right upon one (1) working days' notice to access and review their personnel records. Such request shall not be unreasonably delayed. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure. All personnel files are property of the Cypress View Foundation and therefore no duplication may be made without prior written consent from the Office of the Chief Administration Officer or designate which will not be unreasonably denied.

## **10.06 Removal of Discipline**

A disciplinary warning, reprimand, or suspension, in writing, shall be removed from an Employee's record after a period of twenty-four (24) months in which they have not received any disciplinary warning or suspension.

- a) Notwithstanding the above, any discipline imposed in regards to violations of Article 5 and any Employer policies on Bullying, Discrimination and/or Harassment shall be removed from an Employee's record after a period of thirty-six (36) months in which they have not received any disciplinary warning or suspension.

# **11 SENIORITY**

## **11.01 Seniority Applied**

When the qualifications, skills, abilities, and experience are approximately equal, as set out in other provisions of this agreement, seniority shall be the deciding factor for allocation of working hours, transfer, demotion, layoff, permanent reduction of workforce and recall.

## **11.02 Seniority List**

The Employer shall maintain seniority lists.

Seniority for permanent Employees shall be based upon the date the Employee commenced in a permanent position.

Seniority for casual Employees shall be based upon their accumulated regular hours worked.

**11.03** Where two (2) or more Employees commence work on the same day, preference will be in accordance with the date all required paperwork is submitted by the Employee. The up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

**11.04** The Union shall be provided with an up to date seniority list upon request.

**11.05 Loss of Seniority**

An Employee shall not lose seniority if they are absent from work because of sickness, disability, occupational accident, layoff, or leave of absence approved by the Employer. An Employee shall only lose their seniority in the event:

- a) They are discharged for just cause and is not reinstated.
- b) They resign in writing and do not withdraw within two (2) working days.
- c) They are not re-employed within twelve (12) months of the date of layoff.
- d) They fail to return to work within ten (10) working days following a layoff and after receiving notice in writing to do so, unless through sickness or other just cause approved by the Employer. In keeping with this Article, it is the Employee's responsibility to ensure the Employer has their most current contact information.
- e) They retire in writing.

**11.06** An Employee shall not lose seniority but shall also not accrue any further seniority while on Long-Term Disability after the first twelve (12) months of leave.

**11.07 Probation for Newly Hired Employees**

A newly hired Employee shall be on probation for the first five hundred and twenty (520) hours worked. After completion of the probationary period, seniority shall be effective from the original date of employment.

## **12 JOB POSTING**

### **12.01 Job Postings**

When a new position is created or when a vacancy of a permanent nature occurs, the Employer shall post the position on bulletin boards in the staff room for a minimum of seven (7) days, so that all members will know about the vacancy or new position. All new or vacant positions shall be posted and filled within twenty-one (21) days of the creation of a new position or when a position became vacant. Upon awarding the new position the Employer shall notify the Union in writing.

### **12.02 Information Posting**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

### **12.03 External Advertising**

The Employer may post vacant positions concurrently externally however, no one will be interviewed until the applications of present union members have been fully processed.

### **12.04 Role of Seniority in Transfers, and Staff Changes**

The qualifications, skills, and experience of an Employee, which may include official documented discipline on the Employee's personnel file, and the Employee's capacity to perform the required tasks shall be the determining factors in all cases of transfers and staff changes but when these are approximately equal, seniority will be the deciding factor.

Qualifications, skills, and experience shall mean those detailed in the job description and required to perform the functions of the position(s) in question.

Official documented discipline shall mean that which is administered by the Chief Administrative Officer or designate.

This does not preclude any Employee from applying for positions as the Employer may train the right internal candidate for the job.

## 12.05 Trial Period

- a) An Employee, who is filling a new position, where the change is permanent, shall be considered in a trial period for the first fifteen (15) calendar days.
  - i) Within the fifteen (15) calendar days the Employee shall have the ability to revert back at any time to their original position without loss of seniority or former rate of pay.
  - ii) Within the fifteen (15) calendar days should the Employer determine that the Employee is unable to perform the duties of the position the Employee shall be reverted to their original position without loss of seniority or former rate of pay or access to the grievance procedure.
  - iii) Any other Employee promoted or transferred because of re-arrangement of positions shall also be returned to their original position without loss of seniority or former rate of pay or access to the grievance procedure.

This clause only applies to Employees transferring to a new job classification or to a new department. It does not apply to Employees transferring to the same job classification within the same department.

- b) An Employee transferred to a position outside the bargaining unit, where the change is considered to be permanent shall be considered to be in a trial period for sixty (60) calendar days.
  - i) At any time up to the sixty (60) calendar days either the Employee or the Employer may choose to revert the Employee back to their former position. If the Employee is reverted back to their former position, it shall be without loss of seniority or former rate of pay.
  - ii) Any other Employee transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority or former rate of pay.

## 12.06 Notification of Employee and Union

After the appointment, the President of the Union shall be notified of the successful applicant's name, and if the Union has any objections to raise it must be in the hands of the Chief Administration Officer or designate within ten (10) working days.

## **12.07 Training and Education**

- a) The Employer will provide paid orientation for:
  - i) All new Employees
  - ii) Employees who have been awarded a new position within their department and have not acquired previous experience in this new position
  - iii) Employees who are successful candidates for position in a department where the Employee has no previous experience in this department
- b) The Employer shall maintain a system of on the job training so that every Employee shall have the opportunity to receive training to satisfy current job requirements.
- c) The Employer will make arrangements for training in accordance with workload requirements, except where the Union and the Employer have jointly agreed to an Affirmative Action plan to readdress inequities.
- d) Employees will be paid their regular rate of pay for all in-house training/education required by the Employer.
- e) Where an Employee requires studies or courses away from the workplace the Employee will be responsible for such courses and the time away will be unpaid.

External courses include but are not limited to training for licensing requirements and those set out as conditions of employment.

## **12.08 Application and Award of Position while on Approved Leave**

- a) An Employee who bids on and is awarded a posted position while on approved leave of absence or is going on approved leave of absence prior to the fifteen (15) day trial period, will not be appointed to the position until they return from the leave.
- b) The Employer shall have the right to fill the position temporarily until the Employee returns in accordance with the provisions on the length of the leave of absence.

## 12.09 Filling Call-ins and Temporary Positions

- a) Call-in shifts that need to be filled on a day to day basis of one (1) day and up to thirty (30) days shall be filled as follows:
  - i) A Casual Employee called in accordance to the Casual Employees rotation list that has the qualifications to do the work. An Employee shall not be considered qualified in a classification where that Employee has not, within the last six (6) months, worked at least one (1) shift per month in that classification.
  - ii) A part-time Employee called in accordance with the part-time Employees rotation list that has the qualifications to do the work.
  - iii) A full-time Employee called in accordance with the full-time Employees rotation list that has the qualifications to do the work.

Should the call-in shift trigger overtime then the shift will be offered in the reverse order outlined in 12.09 a).

- b) Temporary positions and Temporarily Vacant Positions that will be more than thirty (30) days shall be filled as follows:
  - i) The position shall be posted on the bulletin boards as per Article 12.01
  - ii) Employees who are interested shall inform the Employer in writing within the posting period.
  - iii) The Employer may post the position concurrently externally, however, no one will be interviewed until the applications of Employees have been fully processed.
  - iv) The position will be awarded in accordance with Article 12.04. In the event no Employees apply for the position or are qualified, the Employer may award the position to an external candidate.

- v) Employees awarded such positions are required to remain in the position until;
- the absent Employee returns; or
  - the Temporary position is ended, or
  - the Employee applies and is accepted for a permanent position; or
  - the Employer determines the Employee is unable to perform the duties of the position.

At such time, the Employee will be returned to their original position.

**12.10** To ensure the safety of all Employees, for an Employee to be considered qualified in multiple classifications the Employee must work an average of at least one (1) shift per month over each six (6) month period.

**12.11** Employees who have reached retirement age and can no longer contribute to the LAPP plan or Employees who are drawing LAPP benefits can only be hired into a temporary or casual position which is not pension eligible upon resigning from their permanent pension eligible position.

## **13 LAYOFF AND RECALLS**

### **13.01 Definition of layoff**

Layoff shall mean the discontinuation or involuntary reduction in hours of a position(s).

### **13.02 Role of Seniority in layoffs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their bargaining unit seniority within the affected department provided that the remaining Employees have the skills, training, knowledge, and ability to perform the available work.

### **13.03 For purposes of this Article, any layoffs shall be considered within the following departments:**

- Kitchen, Dining Room, Activity
- Housekeeping, Laundry, Custodian
- Project Worker
- Maintenance, Groundskeeper
- HCA
- Reception



**13.04** An Employee about to be laid off may bump first, the Employee with the least seniority in the same classification, or second, the Employee with the least seniority in the department, providing the Employee exercising the right is qualified to perform the work of the Employee with less seniority. The process of finding an appropriate position to bump into in the department begins with the position of the Employee having the least seniority in the department and proceeding in ascending order of seniority until a position is found. The Employee in the appropriate position then receives notice of their layoff. An Employee notified of layoff shall notify the Employer within five (5) working days of their intention to invoke this Article.

### **13.05 Recall Procedure**

Employees shall be recalled in the order of their seniority for one year following layoff, providing laid off Employees have the qualifications to fill jobs available.

### **13.06 Advance Notice of Layoff**

Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off fifteen (15) calendar days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

### **13.07 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

## **14 HOURS OF WORK**

### **14.01 Regular Daily Hours**

- a) The regular daily hours of work will generally be eight (8) hours per day. The Employer may create positions with regular daily hours of work less than eight (8) hours but no less than four (4) hours per day. The Employer may also create positions with regular daily hours of work of ten (10) hours.
  - i) The hours of work will not exceed twelve (12) hours per day.
  - ii) There will be at least ten (10) hours rest between shifts.
  - iii) There will be no split shifts except in emergent situations.

- b) Failure to provide at least ten (10) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such rest period.
- c) Employees shall receive the following paid and unpaid rest breaks when the shift is:
  - Up to four (4) hours in length – one (1) fifteen (15) minute paid break, or
  - More than four (4) hours but less than eight (8) hours – one (1) fifteen (15) minute paid break and one (1), half (½) hour unpaid break, or
  - Eight (8) hours or more but less than twelve (12) hours –two (2) fifteen (15) minute paid breaks and one (1), one half (½) hour unpaid break, or
  - At twelve (12) hours – three (3) fifteen (15) minute paid breaks and one (1), half (½) hour unpaid break, or
- d) Employees are required to take their scheduled paid and unpaid rest breaks. An Employee may, in exceptional circumstances and only by direction from a Manager, be called upon to work during an unpaid rest break. In said exceptional circumstances, an Employee shall be compensated for the time worked during the unpaid rest break, at the Employee's base rate of pay. An Employee required to work during a paid rest break shall not be entitled to any further compensation.
- e) If hours are added to any permanent full-time position with regularly scheduled hours of thirty (30) hours per week or more, as defined in the Collective Agreement, the position will not be posted.
- f) If hours are increased to thirty (30) hours per week or more to any permanent part-time position, the position will then become permanent full-time and will be posted in accordance with Article 12.01.

#### **14.02 Casual Employee Call In Rotation**

The Union understands the Employer's need to maintain a number of Casual Employees sufficient to replace absent Employees. Therefore, to equalize Casual Employees hours as much as reasonably practical, the following procedures shall apply:

- a) Casual Employees will be called on a rotating basis according to the seniority list for Casual Employees.

- i) Casual Employees that do not respond within the time frame specified by the Employer, forfeit their right to that available shift.
- b) Available hours of casual and temporary work will be distributed as equally as reasonably possible in order to try to maintain the seniority list in accordance with the seniority of the Casual Employees.
- c) Casual Employees shall be responsible to keep the Employer informed of their current address and phone numbers where they can be reached.
- d) Casual Employees shall advise the Manager or designate, in writing, if they are not available to work during a specified period of time.

## 15 **OVERTIME**

### 15.01 **Overtime Defined**

All time authorized by management and worked before or after the regular daily hours, the regular weekly hours or on a paid holiday as provided in Article 18.01 (a) shall be considered overtime. Full-time and part-time Employees, who normally work less than forty (40) hours per week, shall be paid overtime if they work in excess of eight (8) hours per day or forty (40) hours per week.

### 15.02 **Compensation for Overtime**

- a) Daily overtime: after eight (8) hours regular scheduled shift in a twenty-four (24) hour period one and one-half times (1 1/2 X) Employee's regular rate for the first four (4) hours and double time (2X) thereafter.
- b) Weekly overtime: After forty (40) hours in a week one and one-half time (1 1/2 X) Employee's regular rate for the first four (4) hours and double time (2X) thereafter.
- c) All overtime shall be banked or paid out at the Employees discretion.
  - i) Employees shall have a limited overtime bank not exceeding forty-eight (48) hours through-out the calendar year. The bank will not be replenished as hours are utilized.

- ii) In the event the Employee fails to deplete their overtime bank prior to the cut-off for the last pay of the year, the Employer will pay out the time on the last pay of the year.

## **16 PREMIUMS**

### **16.01 Shift Premium**

A premium of two dollars fifty cents (\$2.50) per hour will be paid to Employees for all hours worked in a shift between 6:00 P.M. and 7:00 AM.

### **16.02 Weekend Premium**

A premium of two dollars and seventy-five cents (\$2.75) per hour shall be paid to all Employees working on a Saturday or Sunday in addition to any other compensation provided for in the Collective Agreement.

### **16.03 In Charge pay for HCA's**

A Health Care Aide (HCA) who is assigned to be in-charge shall receive an additional one dollar (\$1.00) per hour for all hours worked while in charge from 5:00 PM to 7:00 AM each day and for all hours on the weekend. It is understood that there will be one assigned HCA to be in charge for each shift.

### **16.04 In Charge Pay for Baker**

The Baker assigned to be in-charge shall receive an additional fifty cents (.50) per hour from 2:30 pm to 5:30 pm each day.

## **17 STAND-BY AND CALL-OUT**

### **17.01 Stand-By**

- a) Employees on stand-by shall receive one hundred and forty dollars (\$140.00) per week, plus a minimum of two (2) hours at the regular rate of pay for each call out.
- b) Should the Employee work on a call-out for longer than two (2) hours, that Employee shall then be paid at a rate of one and one-half times (1 1/2X) their regular rate of pay for each hour worked over the two (2) hours.

## 17.02 Call-Out

When additional maintenance Employees are called to work overtime which has not been scheduled in advance, they are entitled to the greater of:

- i) Compensation at the applicable rate of pay
- ii) Compensation equivalent to four (4) hours at the Employee's regular rate of pay for time worked.

## 18 PAID GENERAL HOLIDAYS

### 18.01 Paid General Holidays

- a) The Employer recognizes the following as paid General holidays for permanent Employees:

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

and any other day declared or proclaimed as a holiday by the Federal, Provincial, or by the City of Medicine Hat Municipal Government.

If an alternate day is proclaimed in lieu of any of the above named holidays, the alternate day shall be observed as the holiday and not the name day. General Holiday pay shall be paid for work on the alternate day only.

Employees who work on a paid holiday will be paid at a rate of one and one-half times (1 1/2 X) regular pay for each hour worked in addition to their regular pay for the above designated paid holidays.

Employees who do not work on a paid holiday and who are eligible for General Holiday shall be paid as per the *Employment Standard Code*, as amended.

- b) Where an Employee's normal day off falls on a paid holiday the Employee may request another working day off in lieu of the holiday.

Employees who do not request a day off in lieu shall receive regular days pay for the paid holiday.

- c) When an Employee is scheduled to work on a paid holiday they may request the paid holiday off. Requests for paid holidays off will be based on availability of staff on a rotational basis.
- d) The Employer will schedule permanent Employees to have paid holidays off as long as casual and part-time Employees are available.
- e) The Employer shall make every effort to schedule hours of work so that an Employee has either Christmas or Boxing Day or New Year's Day off in every other year provided there are sufficient staffs available to perform the work. Permanent Employees shall be given first priority of days off in the order of the Employees rotation.

## 19 VACATIONS

### 19.01 Annual Vacation - Permanent Employees

- a) Permanent Employees with less than one (1) year service will earn eight (8) hours vacation with pay for each two hundred and eight (208) hours paid by the Employer, to a maximum of eighty (80) hours of vacation.
- b) Permanent Employees shall receive an annual vacation with pay in accordance with accrued services as of midnight, December 31<sup>st</sup> of each year.
- c) Permanent Employees upon the completion of the following complete number of calendar years will earn vacation with pay as follows:
  - i) After one (1) full year of service the Employee will receive two (2) weeks' vacation with pay or four percent (4%) of earnings, each year, until;
  - ii) After four (4) full years of service the Employee will receive three (3) weeks' vacation with pay or six percent (6%) of earnings, each year, until;
  - iii) After nine (9) full years of service the Employee will receive four (4) weeks' vacation with pay or eight percent (8%) of earnings, each year, until;

- iv) After fifteen (15) full years of service completed the Employee will receive five (5) weeks' vacation with pay or ten percent (10%) of earnings, each year until;
- v) After twenty (20) full years of service completed, the Employee will receive six (6) weeks' vacation with pay or twelve percent (12%) of earnings, each year thereafter.
- d) The rate of pay to be used for Permanent Employees will be the Employee's regular weekly pay for the vacation period.
- (e) Should an Employee return to work after being on Long-Term Disability at any time before the expiration of the two year period, the time during which the Employee was receiving Long-Term disability will be included as service for determining the number of weeks of annual vacation, but the Employee shall not earn vacation credits during that time.

#### **19.02 Annual Vacation – Casual Employees**

Casual Employees will be paid vacation pay every pay period in addition to the regular rate of pay in lieu of vacation entitlement as follows:

- a) For service up to 8,320 hours paid by the Employer four percent (4%).
- b) For service from 8,321 up to 18,720 hours paid by the Employer six percent (6%).
- c) For service from 18,721 up to 31,200 hours paid by the Employer eight percent (8%).
- d) For service from 31,201 up to 41,600 hours by the Employer ten percent (10%).
- e) For service over 41,601 hours by the Employer twelve percent (12%).

#### **19.03 Vacation Carry-over (Permanent Employees Vacation List and Schedules)**

- a) Once accumulated permanent Employees shall be required to take a minimum of two (2) weeks' vacation per year.
- b) At no time shall an Employee have more than two (2) weeks' vacation banked from the previous years' entitlement.

- c) Previous years' vacation not used will be paid out on the last pay in December of the current year.
- d) Exceptions may be granted upon written permission from the Office of the Chief Administrative Officer or designate and will not be unreasonably denied however, any additional carryover will at no time exceed three weeks total.

#### **19.04 Scheduling of Vacation**

- a) The Employer will post a notice advising Employees to submit their vacation request forms not later than February 1<sup>st</sup> and August 1<sup>st</sup> of each year for the vacation periods of approximately May 1<sup>st</sup> to October 31<sup>st</sup> and approximately November 1<sup>st</sup> to April 30<sup>th</sup> respectively. Employees will indicate their vacation preferences prior to March 1<sup>st</sup> and September 1<sup>st</sup> for each vacation period. The Employer will respond in writing whether approved or denied to each Employee not later than April 1<sup>st</sup> and October 1<sup>st</sup>. Vacation shall not be unreasonably denied.
- b) Employees who have not submitted the vacation request forms by March 1<sup>st</sup> and September 1<sup>st</sup> will lose their position for selections and will have to schedule their vacation from time that is available on the schedule.
- c) There shall be separate vacations allocations and schedules posted by April 15<sup>th</sup> and October 15<sup>th</sup> for:
  - i) Housekeeper, Laundry, Custodian
  - ii) Project Worker
  - iii) Cook and Baker
  - iv) All other kitchen/dining room staff
  - v) HCA
  - vi) Maintenance Groundskeeper
  - vii) Reception, Activity

Employees having concerns must notify management within ten (10) days of posting to express their concerns.

- d) Employees shall be granted vacation in order of seniority. Employees are permitted to use their vacation entitlement in two-week blocks, second or subsequent selections will not be considered until all Employees on the list have had their first selection. This also applies on subsequent selections.



- e) 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. The Employer will make every effort to permit a maximum of one third (1/3) of Employees on a particular list to be on vacation at any one time, provided there are enough Employees available to perform the work.
- f) Initial vacation time requests will not be approved to include both Christmas and New Year's.
- g) The Employer shall respond in writing within fourteen (14) working days for vacation requests submitted after March 1<sup>st</sup> and September 1<sup>st</sup> indicating whether or not the request has been approved.
- h) Employees who have not scheduled their annual vacation by September 1<sup>st</sup> will have their vacation assigned.
- i) Individual vacation days may be used throughout the year upon request to the Department Manager or designate. Such approval will not be unreasonably denied.

## **20 INCOME PROTECTION FOR ILLNESS AND DISABILITY**

### **General**

- 20.01** Permanent Employees shall be eligible for income protection for illness or disability as provided in this Article.
- 20.02** An Employee will be required to submit satisfactory proof to the Employer of any illness or non-occupational accident for absences in excess of three consecutive working days and may be required to submit such proof for absences of fewer days.
- 20.03** Employees are encouraged to arrange appointments outside of working hours. However, when that is not possible, provided the Employee has received approval and qualified staff are available to perform the duties during their absence, Employees may utilize income protection days for medical appointments and/or required travel associated with medical appointments or treatment. This time away will be deducted from the income protection bank in one (1) hour increments.

**20.04** In absences of one (1) to thirty (30) days, Employees are expected to keep their Employer advised as to when they shall return to work with a minimum of five (5) days' notice. If the Employee is absent for thirty (30) consecutive days or more, the Employee shall provide the Employer with two (2) weeks notice of their readiness to return to work.

**20.05** Short-Term Income Protection is defined as a form of insurance against illness.

**20.06 Short-Term Income Protection Days**

Employees absent from work (excluding approved vacation or approved leaves) shall, if able, report the same to their Supervisor or designate at least one (1) hour before scheduled commencement of duty or order for the Employer to obtain a replacement.

- a) Permanent Employees shall receive income protection days with pay on the following basis:
  - i) Full-time Employees who have completed probation shall have their income protection bank topped up to eight (8) days on January 1<sup>st</sup> of each year.
  - ii) Part-time Employees who have completed probation shall have the annual allotment of income protection days pro-rated to the nearest point five (0.5) hour based on their regular scheduled weekly hours of work placed in their income protection bank on January 1<sup>st</sup> of each year.
  - iii) Employees who commence employment at any time after January 1<sup>st</sup> in a calendar year and have completed probation shall receive at the end of each month an accrual of point six seven (0.67) hours prorated based on Full-time equivalency as per Article 2(b).
- b) Casual Employees, upon completion of one thousand forty (1040) hours worked shall have the annual allotment of income protection days pro-rated to the nearest point five (0.5) hour based on their total hours of work at regular rates in the previous year placed in their income protection bank on January 1<sup>st</sup> of each year.
  - i) Employees who commence employment at any time after January 1<sup>st</sup> in a calendar year upon completion of one thousand forty (1040) hours shall receive at the end of each month an accrual of point six seven (0.67) hours prorated based on total previous hours worked.

- c) Temporary Employees who have completed probation shall receive a pro-rated allotment based on the hours and the expected term of their employment placed in their income protection bank on January 1<sup>st</sup> of each year.
- i) Employees who commence employment at any time after January 1<sup>st</sup> in a calendar year and have completed probation shall receive at the end of each month an accrual of point six seven (0.67) hours prorated based on the hours and the expected term of their employment.
- d) No Employee shall be entitled to more than eight (8) income protection days per calendar year.
- e) Change in positions may affect your income protection entitlement.

### **Short-Term Sickness/Disability Benefit**

**20.07** When Employees are eligible for benefits from the Short-Term Disability Plan (STD), they shall access the benefit plan and are no longer entitled to use income protection days until they return from the STD.

**20.08** Probationary Employees will not be eligible to receive Short-Term Disability Benefits until after they have successfully completed their probationary period.

### **Long-Term Disability**

**20.09** The Long-Term Disability Plan will apply to all permanent Employees upon expiration of the Short-Term Disability coverage under Clause 20.07 until they return from the STD.

**20.10** When an Employee is unable to work due to a Long-Term disability covered by the Group Insurance Plan referred to in Article 24, the Employee will be considered as being on a leave of absence without pay for a period of two years from the date the Employee commenced to receive Long-Term disability payments.

- 20.11** a) An Employee returning from Long-Term disability within twenty four (24) months who is capable of performing the duties of their former classification shall be reinstated by the Employer in the same classification which they held immediately prior to their absence.
- b) An Employee returning from Long-Term disability within twenty four (24) months who is not capable of performing the duties of their former classification but who is capable of performing a job within

the Bargaining Unit, shall have a reasonable effort made by the Employer to place them in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.

- c) An Employee who is unable to return to work following the two year period of Long-Term disability will be deemed to have vacated their position and the Employer may post the position permanently under the following parameters.
  - i) Employee(s) filling the temporary position(s), starting with the original temporary Long-Term disability position, shall be given first opportunity for the permanent position(s) prior to posting.
  - ii) Notwithstanding 20.11 c) i) should the Employee filling the temporary Long-Term disability position decline the permanent position, all affected Employees will revert back to their original positions and it will be posted as per Article 12.01.

#### Sick Leave Without Benefit Protection

20.12 An Employee who is unable to return to work following the two-year period of sick leave will be deemed to have vacated their position and the Employer may post the position permanently under the following parameters.

- i) Employee(s) filling the temporary position(s), starting with the original temporary sick leave position, shall be given first opportunity for the permanent position(s) prior to posting.
- ii) Notwithstanding 20.12 i) should the Employee filling the temporary sick leave position decline the permanent position, all affected Employees will revert back to their original positions, and it will be posted as per Article 12.01.

## **21 LEAVE OF ABSENCE**

### **21.01 Leave For Union Business**

- a) The Employer shall provide leave of absence for two (2) bargaining unit Employees to attend negotiations. No Employee shall experience any loss or interruption in pay, benefits, service or seniority while on such a leave.

- b) The Employer shall provide leave of absence to bargaining unit Employees who are called to appear as witnesses in an arbitration hearing. No Employee shall experience any loss or interruption in pay, benefits, service or seniority while on such a leave. The Employer shall bill the Union for the cost of such additional leave.
- c) Subject to operational requirements, additional leave shall be granted as requested by the Union. No Employee shall experience any loss or interruption in pay, benefits, service or seniority while on such a leave. The Employer shall bill the Union for the cost of such additional leave.
- d) Subject to operational requirements, leaves of absence shall also be granted to elected officers and delegates to attend to the business of the Union. No elected officer or delegate shall suffer any loss or interruption of pay, benefits, service or seniority while on such a leave. The Employer shall bill the Union for the cost of such additional leave.
- e) Requests for Leave for Union Business shall be provided to the Employer no less than seven (7) days before the date the requested leave would begin.

#### **21.02 Leave of Absence for Full-Time Union or Public Duties**

- a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits so that the Employee may be a candidate in federal, provincial, or municipal elections.
- b) An Employee who is elected to public office shall be allowed leave of absence without loss of seniority during their first term of office.
- c) An Employee who is 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 loss of seniority for a period of one year. Such leave may be renewed each year, on request during their term of office, at the option of the Employer.

### **21.03 Paid Bereavement Leave**

- a) Paid Bereavement Leave with pay up to three (3) regularly scheduled working days (upon production of proper evidence) shall be granted for the purpose of attending the funeral to all permanent Employees and shall be granted to all Employees who have 1040 hours of accumulated service covered by this agreement, by a death in the Employee's immediate family, in accordance with the terms as specified in further paragraphs of this clause.
- b) The term "immediate family" shall be interpreted to mean parent, current spouse (including common-law spouse and same gender partner), son, daughter, ward, brother, sister, aunt, uncle, parent of spouse, grandson, granddaughter, grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece, nephew, stepchild, or related dependent of the Employee living in the household of the Employee.
- c) In addition to the above-specified day's leave with pay, two (2) regularly scheduled days leave with pay shall be granted upon request for the death of a spouse, child, or parent. Additional time as reasonably necessary may be granted on leave without pay with the provision that all applications for such extensions must be submitted at the time of the original request unless extenuating circumstances justify otherwise.
- d) Should a "Paid Holiday(s) or declared" holiday fall during a bereavement leave the day shall be shown as holiday pay and will not extend the time of bereavement as described in paragraph (a) of this clause, except where special circumstances exist and are justified.
- e) If an Employee is prevented by distance from attending the funeral of a relative as specified in paragraph (b) of this clause, the Cypress View Foundation shall, at the request of the Employee, and upon production of proper evidence, grant one (1) day's absence from work, with no loss of pay for mourning purposes.
- f) Where distance prevents an Employee from attending a funeral due to travel time or distance in excess of 500 kilometers round trip, one additional day may be requested with pay to allow travel to the funeral.

#### **21.04 Leave of Absence**

The following additional unpaid leaves will be available to Employees in accordance with the *Employment Standards Code*, as amended:

- a) Domestic Violence Leave
- b) Citizenship Ceremony Leave
- c) Critical Illness of a Child
- d) Death or disappearance of a Child

#### **21.05 Maternity, Adoption and Parental Leave**

- a) Maternity, Adoption and Parental leave shall be granted as per the Employment Standards Code, as amended.
- b) Maternity Leave
  - i) During the period of voluntary maternity leave, the Employee will be required to pay their share of the benefit premiums, subject to the terms and conditions of the plans. The Employee's payment shall be made in advance or by post-dated cheques prior to the date of expected commencement of voluntary maternity leave.
  - ii) Upon return to employment, the Employee shall be fully enrolled in the previously held health and insurance benefit plans and there shall be no required waiting periods or medical examination except for optional life insurance, subject to the terms and conditions of the plans.
  - iii) Employees returning from maternity leave will in normal circumstances be reinstated in the same position and rate of pay as was in effect at the commencement of maternity leave. Upon return to employment, sick leave, vacation entitlement and seniority shall accumulate during the period of maternity leave.
- c) Adoption / Parental Leave
  - i) Unpaid Adoption/Parental Leave will be granted to Employees in accordance with the Employment Standards Code, as amended.

- ii) Upon return to employment reinstatement shall be to the classification occupied at the time that leave commenced. Providing the Employee returns to work they shall be credited with full seniority accumulations for the period of leave.

### **21.06 Leave Without Pay**

An Employee, upon written notice of a minimum thirty (30) calendar days in advance, shall be entitled to a leave of absence without pay for a minimum of five (5) working days, provided that qualified staff are available to perform the duties during the period of leave. Under extenuating circumstances, the Employer will consider a shorter notification period and also an extension of the leave of absence.

- i) Leaves of absences will only be considered in situations of no vacation hours and/or to extend vacation hours.
- ii) Requests of days off without pay less than five (5) will be considered personal days without pay as per Article 21.07.

### **21.07 Personal Days Without Pay**

“Personal Days” shall include days off for personal and family responsibilities as provided for under the *Employment Standards Code*, as amended. Upon advance written notice of seven (7) calendar days when possible, or such shorter period in case of an emergency, an Employee may take one (1) or more Personal Days without pay to a maximum of five (5) days in one (1) calendar year. Personal Days will not be granted for vacation purposes.

## **22 PAYMENT OF WAGES AND ALLOWANCES**

### **22.01 Pay Day**

- a) The Employer shall pay salaries and wages bi-weekly for the current two (2) weeks in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement.
- b) Each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.



## **22.02 Rate of Pay on Promotion**

- a) When an Employee is appointed in an acting capacity to temporarily perform the duties of a position having a higher classification, such person shall receive the rate of pay for the classification for all hours worked.
- b) An Employee transferred to a position outside the bargaining unit on a temporary basis shall be deemed to be covered by all provisions of this collective bargaining agreement. The actual rate and time period shall be by mutual agreement of both parties and the Union shall be advised in writing.

## **22.03 Pay on Transfer**

When an Employee is assigned in accordance with the terms of this collective agreement to a position with a lower rate of pay, their rate shall not be reduced.

## **22.04 Pay For Call-In**

- a) When a permanent full-time Employee accepts a request from the Employer to work an additional shift outside of their regular classification, they shall receive either the wage of the classification or their regular rate of pay whichever is greater.
- b) When a permanent part-time Employee accepts a request from the Employer to work an additional shift, they shall receive the wage for the classification they are working.

## **22.05 Clothing Allowance**

Upon completion of the Probation period as outlined in Article 11.07, the Employer agrees to reimburse Employees fifty percent (50%) of the cost of the purchase of uniforms and footwear that are of an agreeable style to the parties, to a maximum of one hundred seventy-five dollars (\$175.00) per year, upon producing a receipt of purchase.

# **23 JOINT LABOUR/MANAGEMENT CO-OPERATION**

## **23.01 Joint Health and Safety Committee**

- a) The Employer and the Union agree to abide by the terms of the *Occupational Health and Safety Act*, as amended.

- b) A Committee will be established and will meet in accordance with the *Occupational Health and Safety Act*, as amended.

### **23.02 Labour Management Meetings**

The parties agree that Labour Management meetings will be held on a bi-monthly basis. In the event that there is no agenda proposed by either party the meeting will be cancelled.

The members attending will be equal representation from Management and the Union of not more than three members from each.

**23.03** All time spent on these committees, shall be considered as time worked.

## **24 GROUP HEALTH AND INSURANCE PLANS**

### **24.01 Group Health and Extended Health Care**

- a) Permanent Employees shall be eligible to participate in the plans with the Employer paying eighty-five percent (85%) and the Employee paying fifteen percent (15%) of the required premiums.
- b) Dental Plan, which provides for the reimbursement of eighty percent (80%) of eligible Core Basic Services; fifty percent (50%) of all eligible Extensive Services; fifty percent (50%) of all eligible Periodontal Services to a maximum annual reimbursement of two thousand dollars (\$2000.00) per insured person per benefit year and:

Fifty percent (50%) of eligible Orthodontic Services for dependent children up to a lifetime maximum of two thousand dollars (\$2000.00) per participant.

With the Employer paying sixty percent (60%) of the premium and the Employee paying forty percent (40%) of the premium

### **24.02 Long-Term Disability Plan**

Permanent Employees who qualify for benefits shall participate in the plan as a condition of employment with the Employee paying one hundred percent (100%) of the required premium. The Employer and the Union agree to work jointly to enable Employees on Long-Term Disability to return to work as early as possible. Employees who are fully disabled shall continue to have any entitlement under the Long-Term Disability Plan.

### **24.03 Life Insurance Plan**

Permanent Employees who qualify for benefits shall participate in the plan as a condition of employment with the Employer paying seventy percent (70%) and the Employee paying thirty percent (30%) of the required premium.

### **24.04 Short Term Disability Plan**

Permanent Employees who qualify for benefits shall participate in the plan as a condition of employment with the Employee paying one hundred percent (100%) of the required premium. The Employer and the Union agree to work jointly to enable Employees on Short Term Disability to return to work as early as possible.

## **25 JOB SECURITY**

### **25.01 Restrictions on Contracting Out**

During the term of this agreement the Employer agrees that it will not contract out work, which would affect the loss or reduction of employment of a member of the bargaining unit.

## **26 DISABILITY MANAGEMENT PROGRAM**

**26.01** The definition of Disability Management Program is the promotion of Employee health and recovery through active case management and safe return-to-work opportunities and the provision of a planned approach to minimize barriers so that Employees can return to work in a safe and timely manner without risk to their health or the health of others.

## **27 PRESENT CONDITIONS AND BENEFITS**

### **27.01 Present Conditions to Continue**

All rights, benefits, privileges, customs, practices, and working conditions, which Employees now enjoy, receive or possess shall continue, insofar as they are consistent with the agreement, unless modified by mutual agreement between the Employer and the Union.

### **27.02 Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement shall be confirmed in a letter of agreement signed by the parties and shall then form part of this Collective Agreement, subject to the grievance and arbitration procedures.

## **28 COPIES OF AGREEMENT**

### **28.01 Copies of Agreement**

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall print, at their own costs, sufficient copies of the Agreement for all Employees after completion of each round of bargaining and shall supply a Collective Agreement to all new Employees.

## **29 TERM OF AGREEMENT**

- a) This Agreement shall be effective from January 1, 2024 until December 31, 2028 and shall continue in effect from year to year thereafter unless one party gives to the other party notice in writing no less than sixty (60) days or more than one hundred and twenty (120) days prior to the expiry date of this Agreement to commence Collective Bargaining.
- b) Parties to this agreement shall exchange proposals of the Articles they wish to change at the first meeting of the negotiating committee established for this purpose. The Articles exchanged shall then become the only Articles open for negotiation unless there is mutual agreement to consider other Articles.

## **30 LOCAL AUTHORITIES PENSION PLAN**

The Employer agrees that all eligible Employees (as outlined in the Employers policy) shall participate in the Local Authorities Pension Plan, and/or successor plan, in accordance with and subject to the terms and conditions of *the Local Authorities Pension Plan Act of Alberta*, or terms and conditions of the successor plan.

## **31 LONG SERVICE PAY**

Service pay shall be calculated at a rate of seven dollars and fifty cents (\$7.50) per month additional pay after ten (10) years' service with the Employer; eleven dollars and twenty-five cents (\$11.25) per month after fifteen (15) years of service; fifteen dollars (\$15.00) per month after twenty years of service; eighteen dollars and seventy-five cents (\$18.75) per month after twenty-five (25) years of service.

Service pay shall be paid on an annual basis.

**APPENDIX “A”**

**RATES OF PAY**

**July 1, 2023 – December 31, 2024 (\$2.00)**

<b>CLASSIFICATION</b>	<b>START</b>	<b>After 1040hrs</b>	<b>After 2080hrs</b>
ACTIVITY WORKER	23.04	23.73	24.40
BAKER	23.63	24.31	25.00
COOK	23.63	24.31	25.00
CUSTODIAN/GROUNDSKEEPER	21.18	21.87	22.61
DIETARY AIDE	22.54	23.20	23.87
HEAD COOK	25.26	25.95	26.62
HEALTH CARE AIDE	24.16	24.85	25.53
PROJECT WORKER	22.79	23.47	24.23
HOUSEKEEPER/LAUNDRY	21.18	21.87	22.61
MAINTENANCE	28.21	28.89	29.49
PREP COOK	22.54	23.20	23.87
RECEPTIONIST	22.06	22.67	23.27

**January 1, 2025 – December 31, 2027 (0%)**

<b>CLASSIFICATION</b>	<b>START</b>	<b>After 1040hrs</b>	<b>After 2080hrs</b>
ACTIVITY WORKER	23.04	23.73	24.40
BAKER	23.63	24.31	25.00
COOK	23.63	24.31	25.00
CUSTODIAN/GROUNDSKEEPER	21.18	21.87	22.61
DIETARY AIDE	22.54	23.20	23.87
HEAD COOK	25.26	25.95	26.62
HEALTH CARE AIDE	24.16	24.85	25.53
PROJECT WORKER	22.79	23.47	24.23
HOUSEKEEPER/LAUNDRY	21.18	21.87	22.61
MAINTENANCE	28.21	28.89	29.49
PREP COOK	22.54	23.20	23.87
RECEPTIONIST	22.06	22.67	23.27

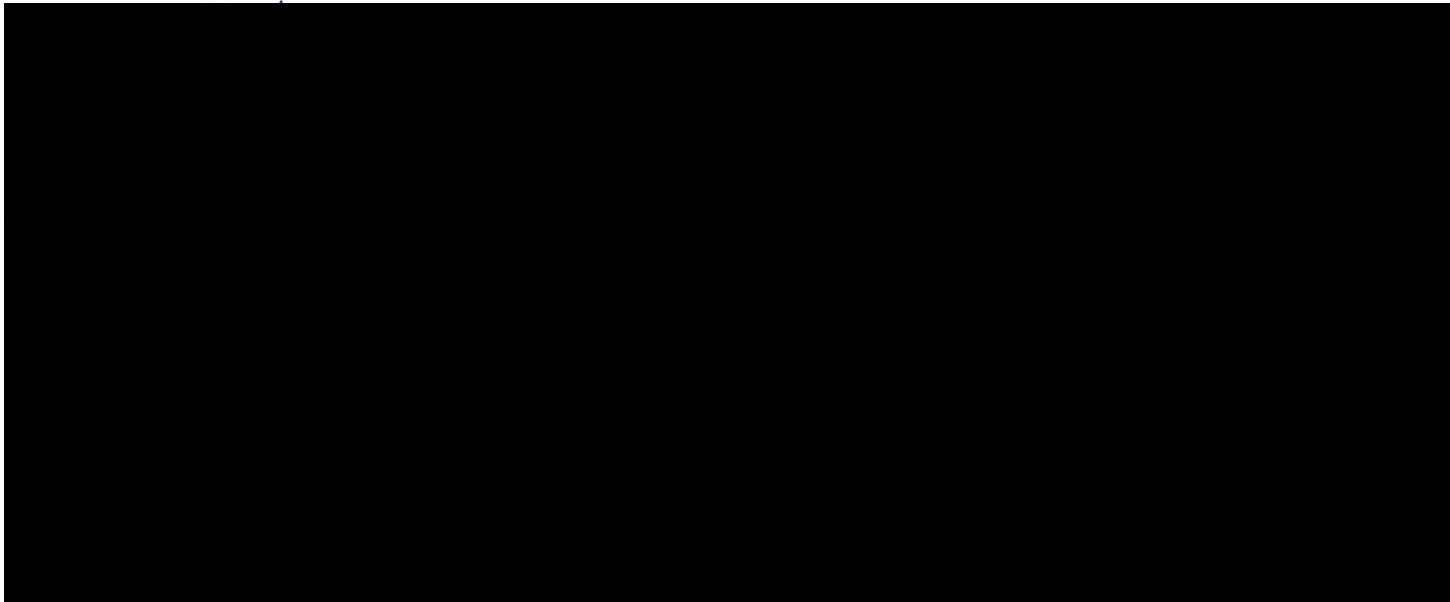
**January 1, 2028 (1%)**

<b>CLASSIFICATION</b>	<b>START</b>	<b>After 1040hrs</b>	<b>After 2080hrs</b>
ACTIVITY WORKER	23.27	23.97	24.64
BAKER	23.87	24.55	25.25
COOK	23.87	24.55	25.25
CUSTODIAN/GROUNDSKEEPER	21.39	22.09	22.84
DIETARY AIDE	22.77	23.43	24.11
HEAD COOK	25.51	26.21	26.89
HEALTH CARE AIDE	24.40	25.10	25.79
PROJECT WORKER	23.02	23.70	24.47
HOUSEKEEPER/LAUNDRY	21.39	22.09	22.84
MAINTENANCE	28.49	29.18	29.78
PREP COOK	22.77	23.43	24.11
RECEPTIONIST	22.28	22.90	23.50

Dated this 8<sup>th</sup> day of January, 2024

SIGNED ON BEHALF OF THE  
CYPRESS VIEW FOUNDATION

SIGNED ON BEHALF OF  
C.U.P.E. LOCAL 46



**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**CUPE LOCAL 46 (UNION)**

**AND**

**THE CYPRESS VIEW FOUNDATION (CVF)**

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The parties agree that sick leave banks will be frozen as of date of implementation of the Short-Term Disability Plan and cannot be accessed while the Short-Term Disability Plan is in effect.

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**CUPE LOCAL 46 (UNION)**

**AND**

**THE CYPRESS VIEW FOUNDATION (CVF)**

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**12.04 Role of Seniority in Transfers, and Staff Changes**

The qualifications, skills and experience of an Employee, which may include official documented discipline on the Employee's personnel file, and the Employee's capacity to perform the required tasks as per Article 12.10 shall be the determining factors in all cases of transfers and staff changes but when these are approximately equal, seniority will be the deciding factor.

Qualifications, skills, and experience shall mean those detailed in the job description and required to perform the functions of the position(s) in question.

Official documented discipline shall mean that which is administered by the Chief Administrative Officer or designate.

This does not preclude any Employee from applying for positions as the Employer may train the right internal candidate for the job.

The parties agree this Letter of Understanding will supersede Article 12.04 until December 31, 2024 to ensure that the intent of this language meets the expectations of both parties. Should no issues be identified, this language will be active throughout the term of this Agreement and will be incorporated in the next round of negotiations.

The intent is that for internal applicants on lateral moves i.e. a Part-time HCA to a Full-time HCA or provided an Employee is qualified as per Article 12.10 there will be no interview process and the position will be awarded on seniority. Should no qualified internal applicants apply, whether by virtue of not holding the vacant classification or has not met the requirements of Article 12.10 for a posted position then an interview process will occur.