

# COLLECTIVE AGREEMENT

BETWEEN

**Crowsnest Pass Senior Housing**

- AND -

**Canadian Union of Public Employees**  
***CUPE* Local 812**

January 1, 2022 to December 31, 2025

LOU #3 and LOU #4 Added to CA March 7, 2024



Canadian Office and Professionals Employees  
BB sbk/COPE Local #491

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This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2023.

BETWEEN

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

- AND -

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

## **ARTICLE 1: PURPOSE OF THE AGREEMENT**

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

- (a) Establish rates of pay, hours of work and other terms and conditions of employment.
- (b) Provide a procedure for grievances and the settlement of disputes, which may arise between the Employees, the Union and the Employer.

## **ARTICLE 2: MANAGEMENT RIGHTS**

2.01 Management Rights:

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

## **ARTICLE 3: UNION RECOGNITION**

3.01 Bargaining Unit:

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

3.02 No Permanent Full or Part-time Employee shall be laid off as a direct result of the Employer contracting out. Employees excluded from the bargaining unit shall not take on work normally performed by Employees within the bargaining unit unless for the purpose of training or temporary assistance.

3.03 No Other Agreements:

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

3.04 Non-Discrimination:

Solicitation of Union membership will not be conducted during working time. Neither the Employer nor the Union will discriminate in any manner against any Employee because of membership or non-membership in the Union.

The Employer agrees not to discriminate in any way against an Employee for Union activity, but such activity shall not be carried on during working time, except as specifically allowed by the provisions of this Agreement.

3.05 Union and Membership Rights:

The Union or its members shall have the right, at any time, to have the assistance of a CUPE National Representative or another representative of the Union, at any time, and for negotiations with respect to a renewal of this Collective Agreement. Reasonable notice shall be given to an Employee to allow them to seek the assistance of the Union but shall not negate the Employer's responsibility to ensure the safe operation of their site.

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

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

3.08 The Employer will provide a Bulletin Board in the Staff Room for the exclusive use of the Union for posting of Union information, including Employer job postings, notice of meetings, education, upcoming events, and other information of interest to the membership.

- 3.09 An authorized Union Representative will be allowed a maximum of twenty (20) minutes of orientation for all new Employees. Orientations shall take place in the workplace and where possible shall be held in conjunction with Employee orientation and/or training.

The Employer will notify the Union when new Employee orientation has been scheduled.

- 3.10 To facilitate communication, preferred correspondence exchange between the Employer and the Union will be discussed and provided to the respective parties.

In addition to preferred email addresses provided to the parties, official correspondence may be provided to the employer at: The Chief Administrative Office, Peaks to Pines, 8633 22 Avenue, Coleman, Alberta T0K0M0

#### **ARTICLE 4: UNION DUES AND CHECK-OFF**

- 4.01 The Employer shall make a one-time initiation fee deduction of two dollars (\$2.00) from all new hires within the bargaining unit and will forward this deduction to the Union with the Union Dues.

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

The dues shall be accompanied by a list of names of Employees from whose wage deductions have been made and the amount deducted for dues. It will also include the name, address, phone number and email address of new employees in that pay period.

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

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

#### **ARTICLE 5: PROBATIONARY PERIOD**

- 5.01 Probationary Employees:

New Employees will serve a probation period of six hundred and forty (640) hours worked or four (4) months whichever comes first. A review of a Probationary Employee's progress shall be conducted at approximately the mid-point of the Probationary Period and the Employee shall be advised of the results of the review.

During the Probationary Period, the Employer has the sole right to terminate the employment of the Probationary Employee and termination shall not be subject to the Grievance Process in Article 6.

In the event the Employer intends to extend an Employee's probationary period, the Employer shall notify the Union. The Probationary Period may be extended up to an additional two (2) months, provided the Employer has performed the mid-point review and has shared the outcomes and expectations with the Employee following the evaluation.

If the Employee has a balance of their Probationary Period outstanding during any change such as promotion or transfer, the Employee shall complete the balance of the Probationary Period.

The Employee shall serve only one Probationary Period with the Employer.

## **ARTICLE 6: GRIEVANCE PROCEDURE**

- 6.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement.
- 6.02 The purpose of the Grievance procedure is to achieve timely and equitable resolutions to identified issues as close to the source as possible.
- 6.03 The time limits specified in the grievance procedure may be extended by mutual consent in writing between the Union and the Employer provided that such extension is requested prior to the expiry of the time allowed.
- 6.04 Should the Employee or the Union fail to comply with any time limit in the Grievance Procedure, the grievance will be considered conceded and shall be abandoned. Should the Employer fail to comply with any time limits in the Grievance Procedure, the grievance shall automatically move to the next Step on the day following the expiry of the particular time limit.
- 6.05 Throughout this Article, the reference to "days" shall not include Saturdays, Sundays, or General Holidays.
- 6.06 At any time during this process, an Employee shall have the right to be accompanied by a Representative of the Union.
- 6.07 Settling of Grievances:  
No grievance shall be considered except under the following procedure.

### Step 1: Informal Discussion:

An Employee who believes that they have a grievance shall first discuss the matter with their Manager or designate within ten (10) days of when they first became aware or reasonably should have become aware of the occurrence. The Employee shall have the right to be accompanied by a Shop Steward or Union Officer while discussing the matter with their Manager or designate. The Manager or designate shall advise the Employee of their decision within ten (10) days of the date the matter was discussed.

### Step 2: Written Grievance:

- (a) If the grievance is not resolved through informal discussion the Grievor/Union, within ten (10) days of the decision by the Manager or designate, shall have the right to forward a formal written grievance to the Administrative Officer. A meeting shall be scheduled within ten (10) days and the Chief Administrative Officer shall give a written response to the local, copied to the National Representative of CUPE within ten (10) days.
- (b) Policy and Group Grievances: Policy and Group Grievances which arise regarding the interpretation, application, operation, or alleged violation of this Agreement shall commence at Step 2, provided the grievance is submitted in writing, within ten (10) days of the date the Union first became aware of or reasonably should have become aware of the occurrence prompting the grievance.

### Step 3: Mediation/Arbitration:

If the Step 2 response is not acceptable to either Party, the grievance may by mutual agreement be referred to mediation, a Grievance Arbitration Board, or a single arbitrator within twenty-one (21) days after receipt of the Step 2 response.

#### **Mediation**

Should the Parties agree to mediation, a Mediator will be appointed, by mutual agreement, to assist the Parties to clarify their positions and come to a compromise. The Mediator's recommendations are not binding to either Party and either Party is free to accept or reject them.

#### **Arbitration**

Either Party may notify the other Party in writing of its desire to submit the grievance to Arbitration and provide up to three (3) names of Arbitrators. Should the parties agree to an Arbitration Board, the notice shall contain a statement of that grievance and the name of the first Party's appointee to the Grievance Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other Party of the name of its appointee to the Grievance Arbitration Board. The two (2) appointees so selected shall, within ten (10) days, of the appointment of the second of them, appoint a third person who shall be Chairperson.

## **Arbitration Board**

- (a) If the recipient of the notice fails to appoint an appointee within the time limit indicated above, the appointment shall be made by the Director of Mediation Services upon the request of either Party. If the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Director of Mediation Service upon the request of either Party.
- (b) The Grievance Arbitration Board shall hear and determine the matter and shall issue an award in writing, and the decision is final and binding upon the Parties and upon any Employee affected by it. The decision of the majority is the award of the Grievance Arbitration Board, but if there is no majority, the decision of the Chairperson governs and shall be deemed to be the award of the Grievance Arbitration Board.

## **Single Arbitrator**

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

6.08 All costs will be equally shared by the parties.

6.09 Facilities for Grievances:

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

## **ARTICLE 7: SENIORITY**

7.01 Seniority Defined:

- (a) Seniority for Permanent Employees is the length of continuous employment with the Employer as determined by the date of hire within the Bargaining Unit and shall include service with the Employer prior to the certification or recognition of the Union.
- (b) Seniority for Casual Employees will be based on actual hours worked from the date of hire within the Bargaining Unit.
- (c) Seniority for Temporary Employees shall be accrued during the term of the Temporary position.

Seniority shall accrue but not apply during the probationary period, nor while employed as a Casual or Temporary Employee. Once the probationary period has been completed, seniority shall be credited from the date of hire within the Bargaining Unit.



Casual Employees shall accumulate Seniority and the Employer will maintain a Seniority List for Casual Employees, separate from the Seniority List for Permanent Full-time and Part-time Employees.

- 7.02 Seniority is accumulated during Workers' Compensation Leave, Sick Leave paid by the Employer, Short Term Disability, Long Term Disability to a maximum of two (2) years, Maternity and Parental Leave, or a paid Leave of Absence approved by the Employer. Seniority is not accumulated during periods of layoff or unpaid leave in excess of thirty (30) calendar days. Seniority shall operate on a bargaining unit-wide basis.
- 7.03 An Employee's seniority date shall be adjusted to reflect any period during which seniority is not accumulated.

Where there are adjustments of errors or omissions to the Seniority List, the Employer will notify the Employee and the Union.

7.04 Seniority List:

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. If two or more Employees commenced work on the same day, their seniority will be determined based on the total number of hours worked with the Employer. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards bi-annually in February and September each year.

Seniority status and accrual will be granted to all permanent Employees upon successful completion of the probation period of six hundred and forty (640) hours or four (4) months from date of hire.

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

The Employer shall maintain a Seniority List for Causal Employees and Temporary Employees separate from the Seniority List for Permanent Full-Time and Part-Time Employees.

- 7.05 The seniority of an Employee shall be lost, and all rights forfeited, and there shall be no obligation to rehire when the Employee:
- (a) Resigns, in writing, or otherwise terminates his service by a voluntary act, or
  - (b) Is discharged for just cause and is not reinstated, or
  - (c) Fails to return to work upon expiration of Leave of Absence, or
  - (d) Is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible, or
  - (e) Is laid off for a period in excess of twelve (12) months, or

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

## **ARTICLE 8: LAYOFF AND RECALL**

### **8.01 Definition of Layoff:**

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

### **8.02 Advance notice of Layoff:**

Where possible, the Employer will give as much advance notice to the Union. Notice will be given to the CUPE National Representative and another representative of the Union. Opportunity will be provided to discuss alternatives to the layoff as well as reviewing the layoff process.

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

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

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

### **8.03 Role of Seniority in Layoff:**

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

### **8.04 Recall Procedure:**

When increasing the work force, recalls shall be carried out in order of seniority within the affected work group classification provided the Employee being recalled has the skills, knowledge, ability, and if required, the training or formal education to satisfactorily perform the available work.

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

**8.05 No New Employees:**

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

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

## **ARTICLE 9: POSTINGS, PROMOTIONS AND TRANSFERS**

**9.01 Postings:**

In filling a new position or a vacancy, appointments shall be made on the basis of job-related skills, ability, qualifications, and seniority. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the Job Description.

**9.02** New positions, Permanent vacancies, and Permanent Full-time positions that are to be temporarily vacant for periods in excess of forty-five (45) days shall be posted on the Union bulletin boards for a minimum of five (5) working days prior to the closing date. Anyone interested in applying for the position must submit an application. Employees who are selected to fill Permanent positions on a temporary basis shall return to their former positions at the end of the temporary assignment.

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

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

Internal and External Job Postings may be done concurrently; however, all internal applicants shall be considered first before external applicants in accordance with Article 9.01.

9.05 Promotions:

When making promotions it is understood that the factors to be considered shall be job-related skills, ability, qualifications, and seniority. In the event that two (2) or more applicants for promotion are of equal job-related skills, abilities, and qualifications, seniority shall be the deciding factor. In the event that there are no applicants possessing an acceptable level of job-related skills, ability, and qualifications, the Employer reserves the right to fill the vacancy from outside the bargaining unit.

9.06 Temporary Assignment:

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

9.07 Trial Period:

An Employee who is the successful applicant for a posting outside of their classification shall be considered to be on a Trial Period in their new position for four hundred and eighty (480) hours worked or sixty (60) shifts worked, whichever occurs first, in which to demonstrate the ability to fill the new position satisfactorily.

An Employee who is the successful applicant for a posting within their same classification shall be considered to be on a trial period for two-hundred and forty (240) hours or thirty (30) shifts worked, whichever occurs first, in which to demonstrate the ability to fill the position satisfactorily.

During the Trial Period, the Employee may either:

- (a) Return to the Employee's former position at the Employee's request; or
- (b) Be returned to their former position by the Employer, if unsuitable, without loss of seniority at their former Rate of Pay.

In circumstances where the former position may have been deleted, the Employer may assign the Employee to a similar position and hours of work.

An Employee who is the successful applicant of another posting before completing her probationary period shall be required to complete her probationary period.

Upon successful completion of the Trial Period, the Employee shall assume the position.

## **ARTICLE 10: DEFINITIONS**

### **10.01 Permanent Full-time Employees:**

An Employee who is scheduled to work the hours specified in Article 11: Hours of Work.

### **10.02 Permanent Part-time Employees:**

An Employee who is hired for regular scheduled shifts but whose hours of work are less than those specified in Article 11: Hours of Work, and is entitled to all provisions of this Collective Agreement on a pro-rata basis (based on regular hours worked during regularly scheduled shifts).

### **10.03 Casual Employees:**

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

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

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

### **10.06 Unpaid Leaves shall mean any Leave where the Employee does not receive remuneration directly from the Employer.**

### **10.07 Days shall not include Saturday, Sunday or General Holidays except where specifically noted in the Agreement.**

### **10.08 The term "shift" shall mean a regularly scheduled shift that is worked at straight time.**

## **ARTICLE 11: HOURS OF WORK**

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

### **11.02 Available shifts will be distributed in an equitable manner between Employees who wish to be considered for additional shifts.**

### **11.03 Full-time Employees:**

Permanent Full-time Employees shall be regularly scheduled for eight (8) hours per day, not including a one-half (1/2) hour unpaid lunch break.

Twenty-eight (28) Day Shift schedules for Permanent Full-time Employees shall:

- (a) not exceed forty (40) hours per week averaged over a four (4) week period,
- (b) not include six (6) consecutive days of work more than once in a four (4) week period,
- (c) include a minimum of nineteen (19) shifts in a four (4) week period,
- (d) include at least one (1) consecutive Saturday and Sunday off in a four (4) week period

Notwithstanding Clause 11.03, when the Employee is required to be readily available, they shall receive the meal break at the basic Rate of Pay.

**11.04 Part-time Employees:**

- (a) Part-time Employees shall work less hours than those defined in Clause 11.03;
- (b) The hours worked do not exceed eight (8) hours per day; not including a one half (1/2) hour unpaid lunch break.
- (c) The hours of work do not exceed eighty (80) hours over a period of fourteen (14) consecutive calendar days immediately preceding the shift being worked;
- (d) The Part-time Employee does not work in excess of six (6) consecutive days without days off.

**11.05 Additional Hours:**

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

Employees shall be eligible for such additional hours provided said hours fall on the Employee's regular scheduled days off.

The Basic Rate of Pay will prevail for additional hours of work assigned to an Employee beyond their scheduled hours.

When an Employee accepts additional hours as per the preceding conditions, their schedule shall not be considered to have been changed and, therefore, Clause 12.02(a) does not apply.

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

- 11.06 Should the Employer assign an Employee to perform work in a lower classification, Clause 11.16 of the Collective Agreement shall apply.
- 11.07 Employees working a night shift shall not be considered to have had a day off on the day in which they completed their last shift (i.e. the last day worked was 7:00 a.m. Monday – then Tuesday is the first day off).
- 11.08 Employees will be permitted to exchange a shift with another Employee not more than three (3) times per month, provided the Manager is given a minimum of two (2) days notice in writing. No third-Party swaps will be permitted.

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

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

- 11.09 In the event of a fire, flood, earthquake or other emergency, the Employer may cancel a shift or shifts without notice and without penalty payment.
- 11.10 Shift Differential  
Employees who work a shift where the majority of such shift falls between 3:00 p.m. and 7:00 a.m. provided that greater than two (2) hours are worked between 3:00 p.m. and 7:00 a.m. shall receive a shift differential of three dollars \$3.00 per hour commencing 3:00 p.m.
- 11.11 Weekend Differential  
An Employee whose shift is between 3:00 p.m. Friday to 7:00 a.m. on Monday shall be paid a two dollar and seventy-five cent (\$2.75) per hour premium starting at 3:00 p.m. Friday and during the weekend ending at 7:00 a.m. Monday in addition to their regular hourly rate plus any other differential.
- 11.12 All Employees shall be permitted a fifteen (15) minute paid rest break in each half of a shift provided the half shift is not less than three and one-half (3½) hours in duration. The rest breaks for Employees may be combined upon approval of the Employer but cannot be taken at the beginning or end of a shift unless expressly approved by the Employer.
- 11.13 Notwithstanding the provisions of Articles 11 and 12, when Employees are required by the Employer to attend staff meetings, fire drills, first aid training or other form of training arranged by the Employer on or off their site, and the training occurs outside of the Employees' regular working hours, they will receive their basic Rate of Pay at straight time for all hours required, with a minimum of three (3) hours of pay at the statutory minimum wage rate, whichever is greater. Should the training put the Employee into overtime status, they shall be paid at the overtime rate for all applicable hours.

**11.14 Daylight Savings Time:**

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

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

11.15 Employees performing work of a higher classification shall be paid at the Rate of Pay for that higher classification for all hours worked.

11.16 Employees working in a lower classification shall retain the wage for their current classification for all hours worked.

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

**ARTICLE 12: OVERTIME**

12.01 Overtime for Permanent Full-time and Permanent Part-time Employees must be prior approved.

(a) Overtime on regular workdays in excess of eight (8) hours shall be paid at the rate of time and one-half (x1½) for the first three (3) hours, and double time (2x) thereafter.

(b) Employees required to work on regular days off shall be paid at double time (2x), except those additional hours as provided for in Clause 11.05 – Additional Hours.

(c) Employees required to work on General Holidays shall be paid double time (2x) for all hours worked, plus straight time pay for the holiday, as provided in Clause 13.01.

(d) Call Back:

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



(e) Permanent and Temporary Employees will be permitted to bank overtime to a maximum of forty (40) hours. Any overtime in excess of forty (40) hours will be paid out. Overtime accumulated by Permanent Employees and not taken by the last pay period in December shall be paid out on the December pay cheque and overtime accumulated by Temporary Employees and not taken by the end of the Temporary term shall be paid out upon the end of the term.

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

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

12.03 The Employer will make every effort to distribute overtime on an equitable basis.

### **ARTICLE 13: GENERAL HOLIDAYS**

13.01 The following shall be considered paid General Holidays:

New Year's Day	Canada Day	Thanksgiving Day
Family Day	Heritage Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	National Day for Truth and Reconciliation	Boxing Day

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

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

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

Non-Permanent Employees who do not work on the General Holiday shall receive their average daily wage for each General Holiday. For the purpose of this Article, the average daily wage shall be calculated as five percent (5%) of all earnings over the last twenty-eight (28) days worked.

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

13.04 In accordance with Clause 12.01(c) and Article 13, an Employee that works on a General Holiday will be paid two times (2x) for all hours worked.

Alternatively, the Employee may choose to receive a Day in Lieu. This Day in Lieu is paid at the Employee's basic rate of pay and may be paid out or banked to be used at a mutually agreed upon later date.

Employees shall have the opportunity to bank a maximum of forty (40) hours in a calendar year. Any banked hours not used or approved will be paid on the December final pay cheque.

13.05 The Employer agrees that Employees are not required to use a Personal Day when requesting to take off a General Holiday they are scheduled to work. The Employee may make this request by checking "other" on a time off request form and submitting it to their Manager. The Employee understands that these requests are subject to staffing requirements.

**ARTICLE 14: ANNUAL VACATION**

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

After one (1) year of permanent employment	10 working days
After two (2) years of permanent employment	15 working days
After six (6) years of permanent employment	20 working days
After ten (10) years of permanent employment	25 working days
After twenty (20) years of permanent employment	30 working days

Vacation pay for Permanent Part-time Employees is based on the following formula: The regular hours worked as a regular Employee times the applicable percentage outlined below equals the number of hours paid vacation time.

After one (1) year of permanent employment	4%
After two (2) years of permanent employment	6%
After six (6) years of permanent employment	8%
After ten (10) years of permanent employment	10%
After twenty (20) years of permanent employment	12%

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

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

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

14.04 Vacation Scheduling

- a) The Employer shall make available a vacation schedule planner for each department by classification from January 1st to April 30th of each year.
- b) All annual vacation requests shall be received by the administration prior to April 30th in any calendar year, at which time a preliminary schedule shall be posted.
- c) Annual vacation requests will be awarded based on seniority. The Employer shall confirm the Employee's request by May 30th.
- d) An Employee can request, in writing, for the vacation to be broken into shorter periods. If the request can be accommodated, the Employer shall provide this request. Requests shall not be unreasonably withheld or denied.
- e) When an Employee requests vacation after April 30th, the Employer will approve any remaining available vacation based on seniority provided the request does not interfere with the already awarded vacation of other Employees.
- f) Changes to this schedule shall not be unreasonably withheld on written application to the Employer fourteen (14) days prior to the Employee's approved vacation date.
- g) Vacation entitlement shall be adjusted to the Employee's anniversary date of Permanent employment at which date the Employee will be notified, in writing, of their vacation entitlement.

14.05 Employees' vacation entitlement shall be communicated on their pay statement.

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

**ARTICLE 15: SICK LEAVE**

15.01 Sick Leave is defined as a form of insurance against illness, quarantine by a medical health officer or because of an accident for which compensation is not payable under the *Workers' Compensation Act*. Sick Leave cannot be utilized by Employees taking scheduled vacations under Article 14, except as a result of emergency hospitalization.

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

15.03 The Employer shall provide, on each pay cheque, the amount of Sick Leave available.

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

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

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

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

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

## ARTICLE 16: LEAVES OF ABSENCE

### 16.01 Bereavement Leave:

Bereavement Leave with pay shall be available to Employees as follows:

(a) Five (5) consecutive working days (not exceeding seven (7) Calendar days per event) in the event of the death of each of the following:

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

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

Guardian	Foster Child	Grandchild	Grandparents
Grandparents of Spouse		Sister-in-Law	Brother-in-Law

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

Up to two days can be reserved to use at a later date in order to attend a Celebration of Life.

For clarification, non-working days do not count as a Bereavement Day and Employees on vacation during the bereavement time may convert their time off to Bereavement as applicable.

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

16.03 A maximum of two (2) Employees may be permitted time off with pay up to two (2) hours to attend funeral service for the death of a lodge resident, provided such services are held within the Municipality of Crowsnest Pass. Should more than two Employees wish to attend the services to pay their respects to the family, every effort shall be made to allow them to do so.

16.04 Jury Duty:

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

16.05 Union Representative:

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

16.06 Personal Leave:

Permanent Employees shall bank one day of leave without pay on the first (1<sup>st</sup>) day of each month of each calendar year for personal reasons. Employees may only utilize the number of personal days they have banked up to that point at any time provided that a qualified Employee is available to replace the Employee taking the leave. A maximum of two (2) days may be added to an Employee's vacation or General Holiday. Banked days not used by December 31<sup>st</sup> of each year are lost and the bank will be reset.

16.07 Maternity, Parental and Adoption Leave:

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

16.08 Employees shall be entitled to the following unpaid, job-protected Leaves as per *Alberta Employment Standards*:

- (a) Bereavement Leave (except for those family members as outlined in Clause 16.01)
- (b) Citizenship Ceremony Leave
- (c) Compassionate Care Leave
- (d) Critical Illness Leave

- (e) Death or Disappearance of a Child Leave
- (f) Domestic Violence Leave
- (g) Long-Term Illness and Injury Leave
- (h) Personal and Family Responsibility Leave (such Leave shall not exceed the allocation outlined in Clause 16.06)
- (i) Reservist Leave

## **ARTICLE 17: PAY DAYS**

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

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

Payroll shortfalls will be corrected and paid out to the Employee within seven (7) days of the error being brought to the Employer's attention.

## **ARTICLE 18: OCCUPATIONAL HEALTH AND SAFETY**

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

### **18.02 Joint Occupational Health & Safety Committee:**

There shall be a Joint Occupational Health and Safety Committee for the purpose of jointly considering, monitoring, inspecting, investigating, and reviewing health and safety conditions and practices, and to improving existing health and safety conditions and practices.

Meetings shall be held during normal working hours and Employees participating shall be paid their applicable rate of pay in accordance with applicable Articles of this Agreement.

The committee shall be comprised of at least four (4) members, half of whom must represent the Union and be selected by the membership. The Committee shall be co-chaired by one (1) Employer and one (1) Union representative and shall meet quarterly.

Upon agreement between the Union and the Employer, additional meetings may occur. Minutes shall be taken of all meetings and approved minutes shall be posted on the Occupational Health and Safety Bulletin Board upon completion of the meeting.

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

18.03 Employees who may be required to attend to committee duties outside of their regular working hours shall be paid their applicable rate in accordance with applicable Articles of this Agreement.

## **ARTICLE 19: WAGES**

19.01 Wages, as attached and listed in Schedule 'A', and any applicable LOUs, form part of this Collective Agreement.

## **ARTICLE 20: CLASSIFICATION**

20.01 The Employer will advise the Union within fourteen (14) days of any changes in existing Classifications and the establishment of new classifications. The wage scale for new or changed classifications will be negotiated with the Union. Such negotiations shall not delay the implementation of the new classification. Should negotiations exceed ninety (90) days, the matter may be referred to arbitration by either Party, and wages may be subject to retroactivity. Wages shall be as per Schedule 'A'.

20.02 Any Employee who considers their position should be reclassified due to a significant change in job content shall have the right to request a review of said position. Such request shall be made by the Union in writing to the Chief Administrative Officer and shall be negotiated between the Union and the Employer on the Employee's behalf. Should the outcome of these negotiations be unsatisfactory to the Employee the Union shall have the right to grieve up to and including Arbitration. An Employee may request a classification review of their position no more than once per calendar year.

## **ARTICLE 21: HEALTH BENEFITS**

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

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

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

- 21.02 Employer premiums for Part-time Employees shall be pro-rated based on the hours worked in comparison to Full-time Employees.
- 21.03 Employees on a Leave of Absence of over 30 days, shall not be entitled to any premium contributions during the period of leave. Employees wishing to maintain their coverage may do so, providing they pre-pay One Hundred percent (100%) of the premium costs each month in advance.
- 21.04 The Employer reserves the right to change the benefit plan carrier of any Group Benefit Plan. The Employer will notify the Union if it intends to change the benefit plan carrier and the new benefit carrier will provide at least the same coverage as the current plan carrier provides.

## **ARTICLE 22: LOCAL AUTHORITIES PENSION**

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

## **ARTICLE 23: CLOTHING ALLOWANCE**

- 23.01 The Employer agrees to provide the necessary protective clothing for all Employees working in the kitchen and maintenance. The type and quantity to be determined in discussions between the Manager and staff.
- 23.02 Maintenance Employees shall receive a one hundred-dollar (\$100.00) allowance, upon submission of receipts, for steel toed footwear every two (2) years.

## **ARTICLE 24: VEHICLE ALLOWANCE**

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

## **ARTICLE 25: FIRST AID AND TRAINING**

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



25.02 The Employer agrees that all new Employees shall receive a minimum of two (2) full days of training, per classification, prior to the employee being required to work without guidance. The Employee may request additional training days. These days shall not be unreasonably denied, nor shall such a request be used as evidence for negative performance reviews.

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

## **ARTICLE 26: WARNINGS, SUSPENSIONS OR DISMISSALS**

26.01 When an Employee is requested to attend a disciplinary discussion with the Employer, the Employee will be given advanced notice of no less than twenty-four (24) hours and notice will include the issue of discussion.

26.02 An Employee shall have the right to Union Representation of their choosing during any disciplinary or investigative meetings with the Employer.

26.03 When disciplinary action is taken against an Employee, the Employee shall be informed in writing as to the reason(s) for such action. A copy of such document shall be sent to the Union Representative.

26.04 The Employee may be given the opportunity to sign any written notice of discipline, for the sole purpose of indicating that the Employee has read and understands the disciplinary notice.

26.05 Any warning, suspension, or dismissal letter shall be removed from an Employee's file after eighteen (18) months from the date the discipline was issued.

## **ARTICLE 27: RESPECT IN THE WORKPLACE**

27.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, colour, ancestry, place of origin, political or religious belief, gender, gender identity, gender expression, sexual orientation, marital status, physical or mental disability, nor by reason of membership or non-membership activity in the Union.

27.02 The Union and the Employer are committed to an environment that promotes trust, dignity, and respect in the workplace. The Union and the Employer recognize the right of all Employees to work in an environment free from harassment.

27.03 The Parties to this Agreement agree that this Article shall be administered under the *Alberta Occupational Health and Safety Act* and the *Employers Policy – Workplace Violence, Harassment and Sexual Harassment Policy* and is subject to the grievance procedure.

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

27.05 Investigations involving Respect in the Workplace allegations must commence within ten (10) days following receipt of a formal complaint. The affected Employee(s) will be fully apprised of the specific allegations being investigated.

The affected Employee(s) shall have the right for Union Representation to be present in all investigations.

27.06 Grievances under this clause shall be treated seriously and will be handled in strictest confidence and with dignity.

27.07 There shall be no limits on an Employee's right to seek redress through the Alberta Human Rights Commission.

27.08 The Employer will work with the Union and shall provide an annual in-service on Respect in the Workplace to all Employees.

#### **ARTICLE 28: LABOUR/MANAGEMENT COMMITTEE**

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

The composition of representatives shall be determined by the Committee.

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

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

Each meeting shall have a Chair which will be rotated between the Union and Management. Agenda items will be forwarded to the Chair and an agenda sent to all Parties as soon as possible prior to the meeting.

#### **ARTICLE 29: TERM OF AGREEMENT**

29.01 This Agreement shall be in full force and effect from date of signing and continue in full force and effect to the 31<sup>st</sup> day of December 2025, and from year to year thereafter, as hereinafter provided. The Pay Schedule "A" shall be in effect from date of ratification.

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

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

### **ARTICLE 30: CASUAL EMPLOYEES**

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

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

Casual Employees who do not work on the General Holiday shall receive their average daily wage for each General Holiday. For the purpose of this Article, the average daily wage shall be calculated as five percent (5%) of all earnings over the last twenty-eight (28) days worked.

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

- (a) Four Percent (4%) of their earnings at the Basic Rate of Pay during the 1<sup>st</sup> – 2<sup>nd</sup> year of employment.
- (b) After two (2) years of employment, six Percent (6%) of their earnings at the Basic Rate of Pay.
- (c) After six (6) years of employment, eight Percent (8%) of their earnings at the Basic Rate of Pay.
- (d) After ten (10) years of employment, ten Percent (10%) of their earnings at the Basic Rate of Pay.
- (e) Twelve Percent (12%) of their earnings at the Basic Rate of Pay during the twentieth (20<sup>th</sup>) year and subsequent years.

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

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

- (a) Hours worked in excess of eight (8) hours per day shall be paid at the rate of time and one-half (1½).
- (b) Hours worked in excess of eighty (80) hours in the fourteen (14) consecutive calendar days immediately preceding the shift worked shall be paid for at the rate of time and one-half (1½).

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

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

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

30.09 The provisions of the following Articles shall apply to Casual Employees:

Article 1 – Purpose of the Agreement

Article 2 – Management Rights

Article 3 – Union Recognition

Article 4 – Union Dues and Check-off

Article 5 – Probationary Period

Article 6 – Grievance Procedure

Article 9 – Postings, Promotions and Transfers

Article 10 – Definitions

Article 11 – Hours of Work

(Clauses: 11.02, 11.06, 11.08, 11.10, 11.11, 11.12, 11.13, 11.14, 11.15)

Article 12 – Overtime

Article 13 – General Holidays as outlined in 13.02

Article 17 – Pay Days

Article 18 – Occupational Health and Safety

Article 19 – Wages

Article 20 – Classifications

Article 24 – Vehicle Allowance

Article 25 – First Aid and Training

Article 26 – Warnings, Suspensions or Dismissals

Article 27 – Respect in the Workplace

Article 29 – Term of Agreement

Article 31 – Temporary Employees

Schedule A

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

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

## **ARTICLE 31: TEMPORARY EMPLOYEES**

31.01 All provisions of this collective agreement shall apply to Temporary Employees except:

Article 8 – Layoff and Recall

Article 14 – Annual Vacation

Article 15 – Sick Leave

Article 21 – Health Benefits

Article 22 – Local Authorities Pension Plan and

Article 30 – Casual Employees.

31.02 Temporary Employee shall mean an Employee who is hired on a temporary basis for a Full-time or Part-time Employee:

- (a) for a specific job of over three (3) months in duration but less than twelve (12) months. Any extension shall be with written agreement between the Employer and the Union.
- (b) to replace a Full-time or Part-time Employee who is on an approved leave for the duration of the leave.
- (c) a Permanent Employee who is the successful applicant for a temporary position shall revert to their former position upon the completion of the temporary position.

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

31.04 Temporary Employees shall accrue seniority during the term of the Temporary position.

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

31.06 Vacation pay shall be paid on each pay cheque.

31.07 Temporary Employees are entitled to Extended Health and Dental on a 50/50 share during the term of the temporary position.

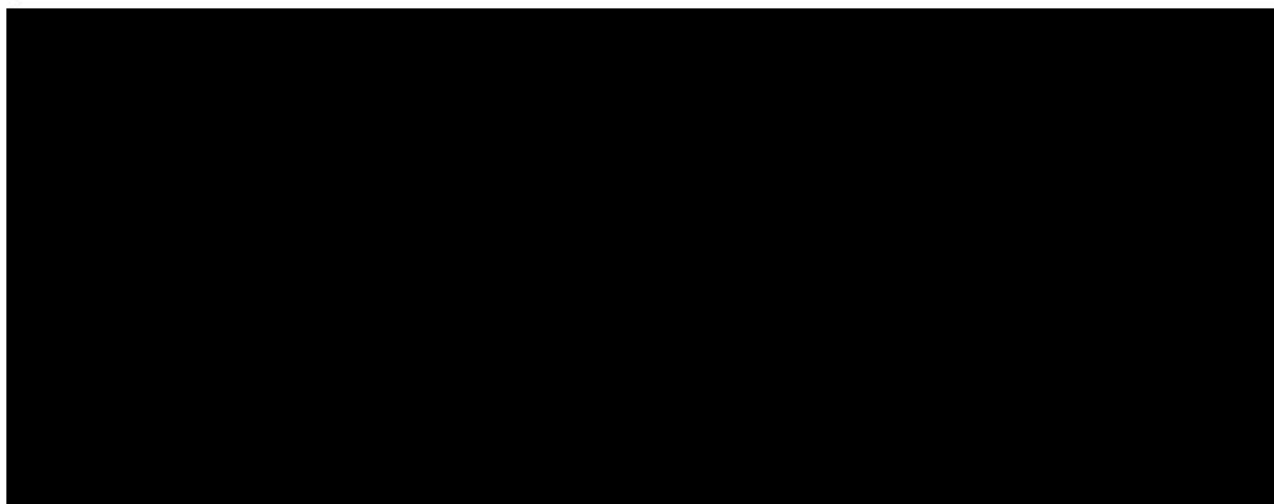
**ARTICLE 32: PERSONNEL FILE**

32.01 Employees, upon 48 hours' notice, shall be permitted to view and make copies of the content of their official personnel files at any time, in the presence of an authorized representative of the Employer. In the event of a grievance, the Union shall be permitted the same access.

32.02 Employees shall be made immediately aware of any documentation being placed in their file that may be of a disciplinary nature or which could or will be used for performance review or evaluation.

\*\*\*\*\* \*\* \*\*\*\*\*

Dated this 12 day of September 2023.



**SCHEDULE "A"**

	June 22, 2023 (\$0.75)			January 1, 2024 (+\$0.80)			January 1, 2025 (+\$0.85)					
	Casual or Probationary Rate	Upon Completion of Probationary Period	After 1 Year	After 2 Years	Casual or Probationary Rate	Upon Completion of Probationary Period	After 1 Year	After 2 Years	Casual or Probationary Rate	Upon Completion of Probationary Period	After 1 Year	After 2 Years
Journeyman Cook	23.07	23.19	23.33	23.48	23.87	23.99	24.13	24.28	24.72	24.84	24.98	25.13
Non-Certified Cook	21.96	22.09	22.24	22.38	22.76	22.89	23.04	23.18	23.61	23.74	23.89	24.03
Housekeeping Supervisor	21.79	21.89	22.07	22.32	22.59	22.69	22.87	23.12	23.44	23.54	23.72	23.97
Domestic Aides / Housekeeping / Dietary	19.39	19.52	19.63	19.76	20.19	20.32	20.43	20.56	21.04	21.17	21.28	21.41
Maintenance Supervisor	27.82	27.96	28.14	28.33	28.62	28.76	28.94	29.13	29.47	29.61	29.79	29.98
Maintenance	25.13	25.31	25.46	25.61	25.93	26.11	26.26	26.41	26.78	26.96	27.11	27.26
Maintenance with 5th Class	26.27	26.41	26.59	26.77	27.07	27.21	27.39	27.57	27.92	28.06	28.24	28.42
Health Care Aides (Certified)	22.37	22.57	22.73	22.91	23.17	23.37	23.53	23.71	24.02	24.22	24.38	24.56
Health Care Aides (Uncertified)	21.62	21.82	21.98	22.16	22.42	22.62	22.78	22.96	23.27	23.47	23.63	23.81
Activities Coordinator	21.62	21.82	21.98	22.16	22.42	22.62	22.78	22.96	23.27	23.47	23.63	23.81
Recreational Therapist	29.47	30.19	30.60	31.20	30.27	30.99	31.40	32.00	31.12	31.84	32.25	32.85
Recreational Assistant (Relief)	19.39	19.52	19.63	19.76	20.19	20.32	20.43	20.56	21.04	21.17	21.28	21.41
Office Assistant	20.02	20.24	20.57	20.91	20.82	21.04	21.37	21.71	21.67	21.89	22.22	22.56
Finance Assistant	21.05	21.35	21.81	22.57	21.85	22.15	22.61	23.37	22.70	23.00	23.46	24.22

- Probation Period is the completion of 640 hours worked or four (4) months whichever comes first as defined in Article 5: Probationary Period.
- One year of employment is the equivalent of two-thousand and eighty (2080) hours worked; two years is the equivalent of four-thousand one hundred and sixty (4160) hours worked, etc.

Licensed Practical Nurse	Casual or Probationary Rate	Upon Completion of Probationary Period	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
June 22, 2023 (+\$0.75)	\$27.60	\$27.65	\$29.55	\$30.62	\$31.70	\$32.94	\$34.14	\$35.38
January 1, 2024 (+\$0.80)	\$28.40	\$28.45	\$30.35	\$31.42	\$32.50	\$33.74	\$34.94	\$36.18
January 1, 2025 (+\$0.85)	\$29.25	\$29.30	\$31.20	\$32.27	\$33.35	\$34.59	\$35.79	\$37.03

- Hours of shift (LPN exclusively)

As per Articles 11.03 (8 hours per day only) and 11.04(b) of the collective agreement. The Employer is considering twelve (12) shifts for the LPN positions only. Article 12.01(a) would not apply; LPNs would not work in excess of sixteen (16) hours per shift. Regular workdays of more than twelve (12) hours shall be paid at the rate of time and one-half (1.5 times) for the 13<sup>th</sup> hour, and double time (x2) thereafter.

Articles 11.10 and 11.11 shall apply.

- Letter of Portability (LPN exclusivity)

New Employees will be offered wages based on their verified LPN employment experience. The waiting period for group benefits and pension plan for these new hires will be waived if the new Employee was enrolled in their Employer's pension and group benefit plan immediately preceding their employment with Crowsnest Pass Senior Housing.

- New hires will provide a letter of portability indicating their current wage, hours worked in relevant roles and benefit entitlements. The Employer will place these new hires on a wage that aligns with their hours worked with their existing Employer.

For Example:

A new hire LPN who worked for two (2) years with Alberta Health Services (AHS) will be offered the two-year rate of \$29.43 if their letter of portability from AHS indicates that they worked for at least 4160 hours.

Union seniority is not transferred from any previous Union or Employer. New LPN Employees are not credited for any past service under Article 14: Annual Vacation.



**LETTER OF UNDERSTANDING #1 – Summer Temporary Employment Program**

BETWEEN

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

- AND -

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

RE: Summer Temporary Employment Program

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The Employer may hire persons on a temporary basis through the Summer Temporary Employment Program provided the Employer informs the Union of its intent and the salaries that will be paid to such persons.

No Employee shall be displaced or suffer a loss of hours of work and/or pay and benefits due to the hiring of any persons through any Summer Temporary Employment Program.

The Terms and Conditions of this Collective Agreement do not apply to students whose employment is part of Summer Temporary Employment Program.

Dated this 12 day of September 2023.

Signed on behalf of the Employer: Crowsnest Pass Senior Housing	Signed on behalf of the Union: Canadian Union of Public Employees, Local 812
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## LETTER OF UNDERSTANDING #2 – Relocation Assistance

Funding for Licensed Practical Nurse (LPN) and Recreation Therapist (RT) exclusively

BETWEEN

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

- AND -

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

RE: Relocation Assistance Funding for LPN and RT exclusively

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The Parties agree that to attain higher recruitment success for Peaks to Pines Senior Lodge Licensed Practical Nurse (LPN) and Recreation Therapist (RT), the Employer wishes to implement a one-time Relocation Assistance Funding (RAF) for only LPN and RTs living in excess of 100 kms outside of the Crowsnest Pass (CNP):

A. Terms of Funding (LPN and RT exclusively)

1. Registered LPN and Certified RT
2. For Permanent Full-time LPN and RT and Permanent Part-time LPN and RT
3. Live 100 kms outside of CNP
4. One time as defined by the first time recruitment of LPN and RT rotations.

B. Expense-Based Funding

Submission of receipts for the following entitled expenditures:

1. Pre-approved travel mileage to CNP to search for accommodation at \$.0.50/km
2. Moving company from current home to CNP for contracted moving.
3. Moving van rental from current home to CNP for self-moving.
4. Self-moving mileage to CNP at \$.0.50/km.
5. Temporary accommodation for one (1) month up to maximum of seven hundred and fifty dollars (\$750).
6. Cost of storage for a maximum of one (1) month.

7. Expenditure funding ceiling will be based on the following staff current home base residency location:

- (i) Lethbridge equals one thousand six hundred dollars (\$1,600)
- (ii) Calgary equals two thousand one hundred dollars (\$2,100)
- (iii) Edmonton equals three thousand six hundred dollars (\$3,600)

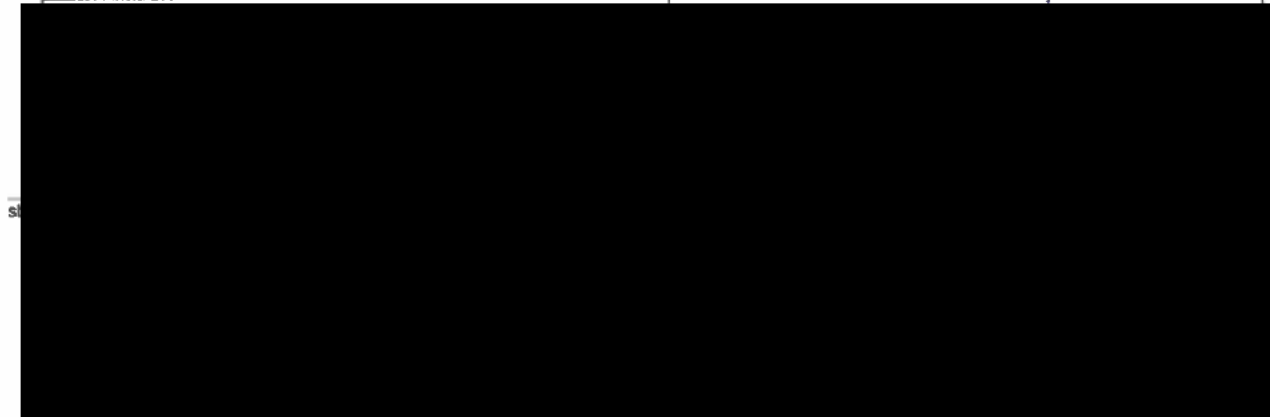
Expenses exceeding above maximum amount will be borne by staff.

C. Conditions of funding

- 1. Expense-based relocation funding will be outlined on the employment offer letter.
- 2. Reimbursement upon submission of receipt(s). Reimbursement of expenses are tax exempt.
- 3. Qualified staff are required to serve twelve (12) months.
- 4. In the event that an Employee voluntarily terminates employment from the Crowsnest Pass Senior Housing within twelve (12) months from the date of hire, the Employee will return one-twelfth (1/12) of the allowance or reimbursement received for each month that the Employee is short of the full twelve (12) months of employment.

Dated this 12 day of September 2023.

Signed on behalf of the Employer: Crowsnest Pass Senior Housing	Signed on behalf of the Union: Canadian Union of Public Employees, Local 812
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**Letter of Understanding #3 - Wage Grid for new positions, recruitment incentives, and scheduling**

BETWEEN

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

-AND-

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

RE: Licensed Practical Nurse (LPN)

The Parties agree to the following:

- 1. Effective September 22, 2023, the following Wage Grid will apply for newly created LPNs:

		Date of Hire	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Licensed Practical Nurse		29.65	31.00	32.35	33.70	34.94	36.14	37.38
<b>Current</b>	<b>27.60 Start rate</b>	<b>27.65 after Probation</b>	<b>29.55</b>	<b>30.62</b>	<b>31.70</b>	<b>32.94</b>	<b>34.14</b>	<b>35.38</b>

- 2. One year of employment is equivalent to 2080 hours worked; two years is the equivalent of 4160 hours worked, etc.
- 3. Hours of shift (LPN exclusively) as per Articles 11.03 (8 hours per day only) and 11.04(b) of the collective agreement. The Employer is considering twelve (12) shifts for the LPN positions only. Article 12.01(a) would not apply; LPNs would not work more than sixteen (16) hours per shift. Shift schedules shall not exceed 168 hours in a 28-day rotation. Regular workdays of more than twelve (12) hours shall be paid at the rate of time and one-half (1.5 times) for the 13<sup>th</sup> hour, and double time (x2) thereafter.

Articles 11.10 and 11.11 shall apply.

- 4. Letter of Portability (LPN exclusivity)  
For the period between September 22, 2023, to December 31, 2025, these new Employees will be offered wages based on their verified LPN employment experience. The waiting period for group benefits and pension plan for these new hires will be waived if the new Employee was enrolled in their Employer's pension and group benefit plan immediately preceding their employment with Crowsnest Pass Senior Housing.

New hires will provide a letter of portability indicating their current wage, hours worked in relevant roles and benefit entitlements. The Employer will place these new hires on a wage that aligns with their hours worked with their existing Employer.

One year of employment means 2080 hours worked; two years means 4160 hours worked, etc.

For Example:

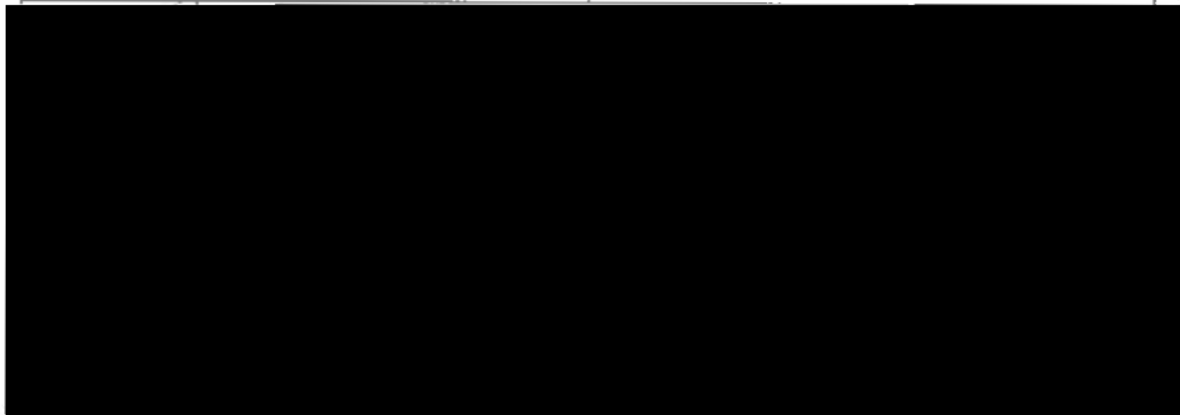
A new hire LPN who worked for two (2) years with Alberta Health Services (AHS) will be offered the two-year rate of \$33.70 if their letter of portability from AHS indicates that they worked for at least 4160 hours.

Union seniority is not transferred from any previous Union or Employer. New LPN Employees are not credited for any past service under Article 14: Annual Vacations.

The incentives in # 1 and # 3 are intended for attracting new hires and reducing the use of Agency LPNs by bringing their wage to a comparable rate with our competitors.

Dated this *24* day of *Jan* 20*24*.

Signed on behalf of the Employer: Crownsnest Pass Senior Housing	Signed on behalf of the Union. Canadian Union of Public Employees, Local 812
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Added to CA March 7, 2024

**Letter of Understanding #4 - Wage Grid - Recreation Therapy Assistant**

BETWEEN

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

**-AND-**

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

RE: Recreation Therapy Assistant

The Parties agree to the following:

1. Effective November 22, 2023, the following Wage Grid will apply for newly created Recreation Therapy Assistants:

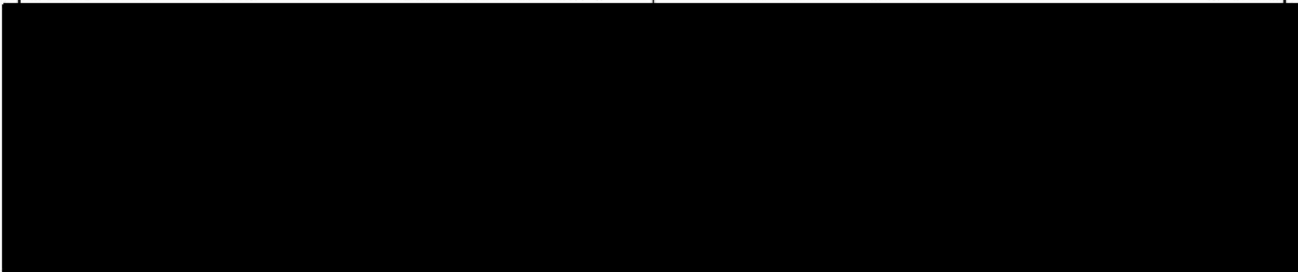
	Probation/ Casual	Probation complete	After 1 Year	After 2 Years
Recreation Therapy Assistant	22.82	22.95	23.25	23.95

2. One year of employment is equivalent to 2080 hours worked; two years is the equivalent of 4160 hours worked.

Dated this 5 day of March 2024.

Signed on behalf of the Employer:  
Crowsnest Pass Senior Housing

Signed on behalf of the Union.  
Canadian Union of Public Employees, Local 812



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