

# **Collective Agreement**

**Between**

## **Pioneer Lodge (Lloydminster, Alberta)**

a body corporate incorporated under the laws of the  
Province of Alberta (herein referred to as the "Employer"  
or  
"Pioneer Lodge")

**and**

## **The Canadian Union of Public Employees, Local 2114**

(hereinafter referred to as the "Union")

**Term: November 1, 2009 – October 31, 2012**

# **CUPE**

# Collective Agreement

Between

Pioneer Lodge (Lloydminster, Alberta)

(A body corporate incorporated under the laws of the  
Province of Alberta (herein referred to as the "Employer" or  
"Pioneer Lodge"))

And

The Canadian Union of Public Employees, Local 2114

(hereinafter referred to as the "Union")

## PURPOSE

It is the intent and the purpose of Pioneer Lodge and the Union that this Agreement shall:

1. Define the relationship between the Pioneer Lodge and its employees and the Union;
2. Outline the working conditions, rates of pay, and benefits, which have been agreed to through collective bargaining;
3. Establish procedures for the equitable settlement of grievances, as defined in Article 13 of this agreement, which may arise.

## ARTICLE 1 – RECOGNITION AND UNION SECURITY

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this Agreement.
- 1.02 The Union recognizes the responsibility of its members to perform their respective duties for the said Employer and at all times to carry out their individual responsibilities according to the regulations, methods and procedures established by the Employer.
- 1.03 No employee shall be required to make any written or verbal agreement, which may conflict with the terms of this Collective Agreement.

- 1.04 Upon receipt of a written request from any employee the Employer shall deduct and pay to the Secretary Treasurer of the Union the Union dues specified. Such deductions shall be made in accordance with the provisions of the Labour Relations Code.
- 1.05 The Employer will note any Union dues deducted, on T-4 slips issued for Income Tax purposes.
- 1.06 The Employer will recognize a Shop Steward who is a current employee of the Lodge and a Negotiation Committee that is comprised of at least 50 per cent of current Lodge Employees.

## ARTICLE 2 – NO DISCRIMINATION

- 2.01 The Employer and the Union agree that they shall comply with all applicable legislation with respect to discrimination or harassment.

## ARTICLE 3 – SCOPE

- 3.01 This agreement shall cover employees directly employed at Pioneer Lodge at its home, location at 5722-50 Street in the City of Lloydminster, Alberta, and who are employed in the following classifications:

Cook  
Dietary Aide  
Housekeeping Aide  
Laundry Aide  
Activity Aide

## ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Pioneer Lodge reserves all management rights and functions including the following:
- a) To manage Pioneer Lodge and to provide direction of the working force, including the right to plan, direct and control operations, to maintain the discipline and efficiency of the employees, and to require employees to observe the rules and regulations of Pioneer Lodge, to hire, promote, transfer, demote, lay off or relieve employees from duty, to discipline and discharge employees for just cause;
  - b) Pioneer Lodge retains all management rights not specifically covered in the Agreement;
  - c) Pioneer Lodge agrees not to exercise these management rights in violation of this Collective Agreement.

## ARTICLE 5 – JOB CLASSIFICATION

- 5.01 Pay is issued bi-weekly, every second Thursday. Pay shall be direct deposited into the financial institution of the Employee's choice.
- 5.02 The Employer agrees, upon request, to provide each employee with a job description which outlines their duties.
- 5.03 The Union acknowledges the need for the flexibility of job classifications which may require employees to perform services outside of their job classification in order to ensure the efficient operation of the Pioneer Lodge.

## ARTICLE 6 – NOTICE OF TERMINATION OR LAY OFF OF AN EMPLOYEE

- 6.01 Notice of termination or lay off of an employee shall be as provided in the Employment Standards Code.
- 6.02 Fourteen (14) calendar days notice in writing shall be given by a regular Employee resigning from the employ of the Employer.

## ARTICLE 7 – DEFINITION OF EMPLOYEE

### 7.01 Full-Time Employee

A regular full-time employee is one who:

- a) Is employed on a continuing basis;
- b) Works a regular schedule of an average of forty (40) hours per week over a four (4) week period;
- c) Is entitled to all the benefits under the terms of this Collective Agreement;
- d) Has completed the probationary period specified in Article 8.01

### 7.02 Part-Time Employee

A regular part-time employee is one who:

- a) Is employed on a continuing basis;
- b) Is scheduled to work less than forty (40) hours per week when averaged over a four (4) week period;
- c) Is scheduled to work twenty (20) hours per week, or more when averaged over a four (4) week period;

- d) Is required to work her/his scheduled shifts unless authorized to be absent by the employer;
- e) Is entitled to benefits as they are specifically provided for part-time employees under the terms of the Collective Agreement;
- f) Has completed the probationary period specified in Article 8.01.

### 7.03 Casual Employee

A Casual employee is an employee who:

- a) Is employed in a position other than a full-time or part-time position;
- b) Is employed on a relief basis to cover an absent full-time or part-time employee. However, when the Employer deems it necessary to offer unscheduled additional hours of work, (i.e. spring cleaning, special events, etc.) such additional hours accepted by a casual employee shall not change the status of that employee from casual to full-time or part-time;
- c) Is excluded from the terms and conditions of this Agreement, except as provided in Schedule "A" attached hereto and forming part of this Agreement.

## ARTICLE 8 –SENIORITY AND PROBATION

- 8.01 A new full-time or part-time employee shall be on probation for a combined (exclusive of lay off) working period of four (4) months or the equivalent number of hours worked for part-time employees, without a break of service as per article 8.05. Upon completion of the prescribed period, seniority shall be established retroactive to the last date of hire.
- 8.02 During the probationary period, an employee may be terminated and that employee shall have no right of recourse to the grievance procedure.
- 8.03 Probationary employees are not eligible for the benefits of this agreement and do not accumulate seniority. However, once employees have completed the probationary period, seniority shall be established retroactive to date of hire.
- 8.04 Seniority shall be the total accumulated length of service of an employee since the employee's last date of hire without a break in seniority as addressed in Article 8.05. Calculations shall include service with the Employer prior to certification of the Union. Accumulation of seniority shall be based on hours worked.
- 8.05 Seniority shall be broken and the employee considered terminated when:

- a) An employee is dismissed by the Employer for just cause;
- b) An employee voluntarily leaves the service of the Employer;
- c) An employee fails to report to work after termination of leave of absence;
- d) An Employee fails to report to work on recall after lay off;
- e) An employee has been continually laid off due to lack of work for a period of twelve (12) months or a period in excess of the accumulated seniority of the employee at the time of lay off, whichever is the lesser;
- f) An employee has been continually absent from work due to a non-related work accident or sickness for a period of eighteen (18) months or a period in excess of the accumulated seniority of the employee at the time of accident or sickness, whichever is the lesser;
- g) An employee who has been continually absent due to work related injury for a period of eighteen (18) months or for a period in excess of the accumulated seniority of the employee at the time of injury, whichever is the lesser. This time may be extended at the discretion of the Employer on written application from the employee concerned, supported by a Physician's statement, for a maximum of six (6) months.

- 8.06
- a) An employee absent due to lay off, leave of absence, non-work related accident or sickness, shall not accumulate seniority, but shall have her/his seniority frozen at her/his last day of work.
  - b) An employee who has suffered a work related accident and is entitled to receive WCB payment for said accident shall accumulate seniority for the first six (6) months. After this period the employee's seniority shall be frozen.

8.07 The Employer agrees to post an up to date seniority list by February 1<sup>st</sup> of each year. Such a list will include the accrued seniority of each employee up to December 31<sup>st</sup> of the previous year. A copy of the seniority list shall be forwarded to the Union.

## ARTICLE 9 – LAY OFF AND RECALL

9.01 When full-time and part-time employees are to be laid off or recalled from lay off, seniority shall prevail provided however the senior employee has the qualifications, demonstrated ability and general suitability, as determined by the Employer to handle the work to be performed.

9.02 When the Employer recall a full-time or part-time employee, for normal duties, the Employer shall forward a registered letter to the employee who has been laid off addressed to the employee's last known address. The employee concerned must notify the Employer within ten (10) days of the mailing of such letter, such letter shall be deemed to have been delivered to the employee five (5) days after the date of mailing stating her/his acceptance or refusal of the employment offered.

In the event that the Employer does not receive notification within the stated ten (10) day period accepting employment or the employee fails to report on the required date the said employee shall be deemed to be terminated.

## ARTICLE 10 – POSTING OF VACANCIES

- 10.01 All regular full-time vacancies or newly established regular full-time positions shall be posted on the bulletin board and employees have seven (7) working days in which to make written application for such vacancies.
- 10.02 Where a regular part-time employee is to be hired as a replacement or in addition to the compliment of regular part-time employees, the vacancy will be posted in a similar manner.
- 10.03 Vacancies or new positions within the scope of this Agreement shall be filled on the basis of demonstrated ability, qualifications and general suitability, as determined by the Employer, to perform the work satisfactorily. Where demonstrated ability, qualifications and general suitability, as determined by the Employer are equal, the senior applicant shall be awarded the position. Applications from current employees will be given first consideration upon closing the posting/advertising of a position.
- 10.04 Any employee promoted to a new classification as provided in Article 10.03 shall be on a trial period of three (3) months. During this period the employee may be returned by the Employer to her/his former classification if she/he is not satisfactorily performing the job as determined by the Employer or if the employee is unsatisfied with the new classification.
- 10.05 The Employer will notify the unsuccessful applicants.

## ARTICLE 11 – COMPLEMENT OF EMPLOYEES

- 11.01 The Employer retains the right to determine the complement of full-time and part-time employees for each classification.
- 11.02 The Employer retains the right to hire casual employees as required to substitute for regular coverage and for emergency situations, which are to be determined at the sole discretion of management.

## ARTICLE 12 – NO STRIKE OR LOCK OUT

12.01 The Union agrees that during the life of this Agreement there will be no strike, slow down, stoppage of work, study sessions, or any withdrawal of normally provided services, and Pioneer Lodge agrees that during the life of this Agreement there shall be no lock outs.

## ARTICLE 13 – GRIEVANCE PROCEDURE

13.01 A grievance shall be defined as any dispute between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement or a matter where an employee alleges to have been unjustly dismissed except a probationary employee as defined in Article 8, Section .02.

13.02 Any grievance submitted shall be in writing, be signed by the grievor(s) and shall specify the article and section of the agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation and the redress or adjustment requested. The Employer acknowledges the right of the grievor to be represented by the Union in meetings with the Employer at any Step of the Grievance Procedure.

13.03 No grievance shall be considered which is not presented within ten (10) working days after the event or circumstances giving rise to the complaint came to the attention of or should have come to the attention of, the employee or employees concerned.

13.04 Where a grievance does arise, the parties to the Agreement shall make an earnest effort to resolve such differences through the following procedure:

### Step 1:

It is the desire of the parties that a grievance be resolved as quickly and informally as possible. Accordingly, the aggrieved Employee, with or without a Shop Steward (at the Employee's option), shall first discuss the grievance with the Employee's immediate Management Supervisor. Notwithstanding the above, a disciplinary grievance may be filed at Step 2.

### Step 2:

Failing satisfactory adjustment within the time limit of Step 1, the employee may within five (5) working days but not there after, from the time the immediate supervisor of the employee gives his/her answer or refuses to give an answer, submit the written grievance to the Administrator. The written grievance shall specify the article and section of the Agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation and the redress or adjustment requested. The Administrator shall investigate the circumstances, consider the grievance and give the employee a decision within five (5) working days from the receipt of the grievance. The decision shall be in writing.

### Step 3:

Failing satisfactory adjustment within the time limit of Step 2, the employee may within five

(5) working days but not there after from the time the Administrator gave a written answer or refused to give a written answer submit a written grievance to the Labour Relations Committee of the Employer. The committee shall investigate the circumstances, consider the grievance, and give the employee a decision within ten (10) working days from the committee's receipt of the grievance in writing. The decision shall be in writing with a copy to the union.

13.05 If satisfactory settlement is not reached in Article 13.04, Step 2, either party may request arbitration providing the request is made in writing within but not after fifteen (15) working days of the decision of Article 13.04, Step 3.

13.06 The party requesting arbitration shall notify the other party of the name of their appointee to an Arbitration Board. Within fifteen (15) workings days of receipt of such written notice the party so notified will notify the other party of the appointee to the Arbitration Board. The two appointees shall meet as soon as is practical and jointly select a Chairperson.

13.07 If the appointees cannot agree upon a Chairperson or fail to do so, they shall jointly request the Director of Mediation Services of Alberta to appoint a qualified person to act as Chairperson of the Arbitration Board. If agreement on the appointment of a Chairperson has not been reached and no request has been made to the Director within thirty (30) days of the appointment of the second nominee, then the grievance shall be considered abandoned.

13.08 The Arbitration Board shall not have jurisdiction to alter, add to, or subtract from the Agreement, or to substitute new provisions in lieu thereof, or to give any decisions inconsistent with the terms of this Agreement, or to deal with any matter not covered by this Agreement.

13.09 The decision of the Arbitration Board shall be final and binding on both parties. Each party shall bear the expense of its Appointee, and the Employer and the Union shall equally bear the fee and expenses of the Chairperson.

13.10 The time limits specified in Article 13.04, 13.05, 13.06 and 13.07 above are mandatory and may only be extended by the written agreement of the Employer and the Union.

#### ARTICLE 14 – LEAVE OF ABSENCE

14.01 An employee must apply in writing for leave of absence without pay for personal reasons. Such leave may be granted at the sole discretion of the Employer.

14.02 An employee on leave of absence without pay shall not earn vacation or sick leave credits nor be eligible for payment of general holidays which fall during the authorized period of absence.

- 14.03 Up to two (2) employees upon giving not less than fourteen (14) days written notice may be granted leave of absence without pay to attend Union conventions or other Union business. Such leave shall not exceed a maximum of five (5) working days per employee at any one time.
- 14.04 The Employer agrees to provide Maternity, Adoption and Parental Leave as provided by the Employment Standards Code.
- 14.05 The Employer recognizes the right of duly elected officials of the Union to apply for leave of absence without pay in order to participate in negotiations with the Employer.

#### ARTICLE 15 – GENERAL HOLIDAYS

- 15.01 The Employer agrees to comply with the provisions of current Employment Standards Code with regard to General Holidays. For these purposes the following will be recognized as General Holidays: New Years' Day, Family Day, Good Friday, Victoria Day, Canada Day, Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

#### ARTICLE 16 – ANNUAL VACATIONS

- 16.01 For the term of this Agreement the Employer will continue to provide annual vacations in accordance with its present policies, and also agrees to provide regular full-time employees with twenty (20) years of service or more five (5) weeks (twenty-five (25) working days) of annual paid vacation.
- 16.02 Vacation pay will be paid to each part time employee on the last pay cheque in June of each year.

#### ARTICLE 17 – HOURS OF WORK AND OVERTIME

- 17.01 The Employer retains the right to schedule hours of work of employees as is necessary to provide coverage for the determined hours of operation.
- 17.02 A full day shall consist of eight (8) hours as scheduled by the Employer, The full weekly hours of work shall average forty (40) hours per week averaged over a four (4) week period as scheduled by the Employer.
- 17.03 Authorized hours worked by employees in excess of eight (8) hours in a day or in excess of one hundred and sixty (160) hours in a four (4) week period as provided above shall be considered overtime hours and paid at one and one half (1½) times the regular rate of pay, as provided in Schedule "B".
- 17.04 Employees working an eight (8) hour shift shall receive a one half (1/2) hour unpaid

meal break as scheduled by the Employer. Notwithstanding the above, all Employees working an eight(8) hour evening or night shift shall receive a one half (1/2) hour paid meal break as scheduled by the Employer and will be required to respond to any emergency situations. In the event that an Employee's meal break is interrupted, the breaks shall be extended to provide a total one half (1/2) hour break. Employees working a full eight (8) hour shift shall receive two (2) fifteen (15) minute paid breaks as scheduled by the Employer. All Employees working more than a five (5) hour shift but less than an eight (8) hour shift shall receive one (1) fifteen (15) minute paid rest break and one (1) half (1/2) hour unpaid meal break as scheduled by the Employer

17.05 The hours of work as stated in this article are not to be construed as a guarantee, as a minimum, nor as a restriction, for any maximum of hours to be worked.

17.06 When an employee relieves in a higher classification and performs substantially all of the duties of that classification for a full shift or longer she/he shall receive a rate of pay for the higher classification for all hours worked in that higher classification.

17.07 Employees shall have the right to exchange shifts only with the prior authorization from Management.

17.08 (a) Shift Differential

A shift differential of one dollar (\$1.00) per hour worked between 11:00 p.m. – 7:00 a.m. shall be applied to an employee's rate of pay.

(b) Weekend Shift Differential

An employee who works any hours from 11:00 p.m. Friday to 11:00 p.m. on Sunday shall be paid an additional eighty cents (\$0.80) per hour for all hours worked in this period.

## ARTICLE 18 – EMPLOYEE BENEFITS

18.01 The Employer will continue to provide employees with Bereavement and Sick Leave benefits providing not less than present policies for the term of this Collective Agreement.

18.02 Tuition Refund

Employees required by the Employer to take courses on food handling, WHMIS, and First Aid, will be paid their basic rate of pay for the duration of the courses. Pioneer Lodge agrees to pay any tuition and/or fees for such courses.

18.03 The Employer will arrange to have flu vaccination available to all employees once in each calendar year. It is the Employee's responsibility to attend the vaccination clinic at the arranged time.

ARTICLE 19 – LEGISLATION AND OTHER INFORMATION

19.01 The Employer will post on the bulletin board whenever updated or changed, but in any event annually, the current Employment Standards, Labour Relations and Human Rights Legislation. This information shall be provided to an employee upon request.

ARTICLE 20 – PREVIOUS AGREEMENTS

20.01 This Agreement constitutes the total agreement reached between the parties and supersedes any and all previous agreements, either oral or written.

ARTICLE 21 – DURATION OF AGREEMENT

21.01 This Agreement will become effective on the 1<sup>st</sup> day of November, 2009 and shall continue in effect until the 31<sup>st</sup> day of October, 2012, and automatically from year to year thereafter unless either party gives written notice of its desire to negotiate revisions thereof. Such notice shall be given not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry date of this agreement.

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

For the Union

Virginia Taylor  
Louise MacKeay

For the Employer

Bue  
Murray King

## SCHEDULE "A"

1. Rates of pay for casual employees shall be as provided in Schedule "B" for the job classification in which they are employed. Total accumulated hours worked since last date of hire shall be used to establish rates of pay and progression through the Schedule.
2. The following articles of the Collective Agreement shall apply to casual employees:
  - No Discrimination
  - Management Rights
  - Job Classifications
  - Definition of Employee
  - Complement of Employees
  - No Strike or Lockout
  - General Holidays
  - Annual Vacations
  - Hours of Work and Overtime
  - Previous Agreements
  - Duration of Agreement
  - Union Security
  - Legislation and Other Information
3. Casual employees will be given the opportunity to apply for vacancies posted under the provisions of Article 10.
4. The Employer agrees to comply with any other applicable legislation with respect to the employment of casual employees.
5. Casual employees claiming to have been improperly paid for General Holidays, Annual Vacations, or hours worked, shall seek adjustment through the Administrator. Failing satisfactory adjustment through the Administrator, they shall have the right to have the matter heard by the Board of Management.

CUPE Local 2114 –Pioneer Lodge Wage Schedule  
 SCHEDULE "B"

<b>Year 1 Effective June 1, 2010</b>						
3% Increase						
	<b>Start</b>	<b>690</b>	<b>2080</b>	<b>3120</b>	<b>4160</b>	<b>6240</b>
Cook I	n/a	n/a	n/a	n/a	\$17.90	\$18.31
Cook	\$13.37	\$13.80	\$14.26	\$14.72	\$15.15	\$15.61
Aide	\$12.46	\$12.87	\$13.29	\$13.75	\$14.23	\$14.73
<b>Year 2 Effective November 1, 2010</b>						
2% Increase						
	<b>Start</b>	<b>690</b>	<b>2080</b>	<b>3120</b>	<b>4160</b>	<b>6240</b>
Cook I	n/a	n/a	n/a	n/a	\$18.26	\$18.68
Cook	\$13.64	\$14.08	\$14.55	\$15.01	\$15.45	\$15.92
Aide	\$12.71	\$13.13	\$13.56	\$14.03	\$14.51	\$15.02
<b>Year 3 Effective November 1, 2011</b>						
3% Increase						
	<b>Start</b>	<b>690</b>	<b>2080</b>	<b>3120</b>	<b>4160</b>	<b>6240</b>
Cook I	n/a	n/a	n/a	n/a	\$18.81	\$19.24
Cook	\$14.05	\$14.50	\$14.99	\$15.46	\$15.92	\$16.40
Aide	\$13.09	\$13.52	\$13.97	\$14.45	\$14.95	\$15.48

Cook I position is being phased out.

**Attachment to Collective Agreement**

**PIONEER LODGE**

**And**

**C.U.P.E. LOCAL 2114**

Employee benefits implemented as follows:

1. Effective January 1, 1991, a voluntary RRSP and Extended Health/Dental Plan for full-time employees.
2. A voluntary RRSP and Extended Health/Dental Plan for all part-time employees who meet the following conditions:
  - a) Has completed 1040 hours of continual employment.
  - b) Must continue to maintain the status of regular part-time in accordance with article 7.02. This is to be reviewed in January and July of each year.
3. The Voluntary RRSP as follows:

After completion of the probationary period as provided for in this collective agreement.

Contributions

Employee – 5%

Employer – 5%

Depositing of Funds

Funds shall be deposited by the Employer into the above noted plan and thereafter shall be self managed by the employee in accordance with the terms and conditions of the plan.

The parties to this agreement agree that such funds are intended solely for the use of providing a retirement annuity and shall not be withdrawn during the employee's term of employment. In the event an employee withdraws funds contrary to the intent of this clause, then the Employer is no longer obligated to continue making contributions for that employee.

Letter of Understanding #1

Between

Pioneer Lodge (Lloydminster, Alberta)

A body corporate incorporated under the laws of the  
Province of Alberta (herein referred to as the "Employer" or  
"Pioneer Lodge")

And

The Canadian Union of Public Employees, Local 2114

(hereinafter referred to as the "Union")

LETTER OF UNDERSTANDING #1

The Employer agrees that it will not hire additional employees in order to reduce the hours of work of the regular full-time or part-time employees who are so classified as of the date of ratification of this agreement.

Signed this 21 day of July, 2010 in the City of Lloydminster, Alberta.

For the Union

Virginia Taylor  
Lot Madhavi

[Signature]

For the Employer

Bill  
Murray King

[Signature]

Letter of Understanding #4

between

Pioneer Lodge (Lloydminster, Alberta)  
A body corporate incorporated under the laws of the Province of Alberta  
(here in referred to as the "Employer" or "Pioneer Lodge")

and

The Canadian Union of Public Employees Local 2114  
(here in after referred to as the "Union")

**RE: Benefits Package**

The parties agree that effective July 1, 2008 the following benefit package will be implemented.

The Benefits package for all part time and full time employees will include:

1. \$25,000. life insurance policy
2. 100 % coverage Dental Plan (based on Alberta Dental Fee Guide)
3. 80% coverage Extended Health Care Plan

The terms of condition of this package are as outlined in the master policy, as agreed upon, between Pioneer Lodge and the insurance company. The cost break down of premiums for both part time and full time employees will be shared as follows:

Until November 1, 2008:

	% paid by team member	% paid by Lodge
\$25,000 Life Insurance	100%	0%
Extended Health Care	0%	100%
Dental	25%	75%

After November 1, 2008

	% paid by team member	% paid by Lodge
\$25,000 Life Insurance	100%	0%
Extended Health Care	25%	75%
Dental	25%	75%

Signed in the City of Lloydminster, Alberta.

On behalf of the Union Date

On behalf of the Employer Date

Virginia Taylor  
Victoria Hagi  
[Signature]

Bill July 21/10  
[Signature]  
[Signature] 21/07/10.