



Collective Agreement

between

The Grande Spirit Foundation

(hereinafter referred to as the "Employer")

and

**The Canadian Union of Public Employees
Local 3623**

(hereinafter referred to as the "Union")



July 1, 2010 - June 30, 2013

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Article 1 Purpose of Agreement

1.1 The parties to this Agreement share a commitment to high quality housing and support services to residents of the Grande Spirit Foundation owned and/or managed properties. The purpose of this Agreement is to establish employment conditions which support and enhance this shared commitment.

1.2 It is the purpose of both parties to this Agreement:

- 1)** To continue sound working relations between the Employer, Employees and the Union and provide settled and reasonable conditions of employment.
- 2)** To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions.

Article 2 Management Rights

2.1 The Union recognizes that the Employer shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of its affairs, and that the direction of Employees is fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:

- (a)** Maintain order, discipline and efficiency;
- (b)** Organize and re-organize the work of Employees;
- (c)** Hire, appoint, discharge, promote, demote, classify, transfer, lay off, recall, suspend, or otherwise discipline Employees;
- (d)** Make and enforce and alter from time to time rules and regulations to be observed by the Employees;
- (e)** Determine and change the operations of the Employer; determine and change the locations where the Employer's operations are carried on; determine and change the methods of carrying out the Employer's operations; set standards for the performance of work; determine the work to be performed by Employees; and determine the time, or times, an Employee is to work;

- (f) Determine the nature and kind of operations conducted by the Employer; the kind and location of equipment to be used; the right to subcontract; the extension, limitation, curtailment or cessation of operations; the right to sell, merge, consolidate or lease its operations or any part thereof.

2.2 Matters not covered by the provisions of this Collective Agreement will be dealt with at the sole discretion of the Employer.

Article 3 Recognition and Negotiation

3.1 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees Local 3623 as the sole and exclusive bargaining agent for all of its Employees as set out in Certificate 609-92 issued by the Alberta Labour Relations Board.

3.2 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this collective agreement.

3.3 Right Of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s) or advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement. Such representative(s) or advisor(s) shall obtain permission in advance from the Manager or other authorized member of management before contacting an Employee when on the premises of the Employer.

The Union recognizes the importance of ensuring a full day's work by all Employees. Therefore when possible, the representative(s) or advisor(s) deals with Employees on matters arising out of this collective agreement outside normal working hours or in a manner which will not affect operations such as at lunch and coffee breaks.

3.4 Permission to Leave Work

Stewards shall be granted time with pay during the work day for the performance of their duties, while investigating disputes and presenting adjustments as provided in the Grievance Procedure up to, but not including, the Arbitration Step. A Steward shall not leave her work without obtaining the permission of her Supervisor, which permission shall not be unreasonably withheld, subject to her work requirements.

The Union recognizes the importance of ensuring a full day's work by all Employees. Therefore when possible, the Stewards will conduct investigations and grievance meetings outside normal working hours or in a manner which will not affect operations such as at lunch and coffee breaks.

3.5 Correspondence

All correspondence between the Employer and the Union shall pass to and from the Employer's General Manager or designate, and the Union President or designate.

3.6 The Union shall keep the Employer informed in writing of its executive officers, Stewards, and representatives. The Employer shall not be required to deal with any other persons on matters concerning the administration of this Agreement.

Article 4 **No Discrimination**

4.1 The Employer and the Union agree there shall be no discrimination exercised or practiced with respect to any Employee by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation, gender, sexual orientation, marital status nor by reason of her membership or non-membership or activity or non-activity in the Union.

Article 5 **Union Membership Requirement**

5.1 Union Membership

Membership in the Union is voluntary.

Article 6 Check-off of Union Dues

6.1 Check-off Payments

The Employer shall deduct from every Employee by the Rand formula method of dues deduction, an amount equal to the monthly Union dues levied by the Union on its members.

6.2 Deductions made according to Article 6.1 will be made in a manner which is in keeping with the Employer's payroll system. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list which shall indicate each Employee's name, phone number, address, position and the amount deducted from each Employee.

6.3 The Employer will note the individual union dues deducted and enter the amount on T-4 slips issued for income tax purposes.

6.4 The Union will save the Employer harmless from any claims that may arise either from any deduction from wages in respect of check-off of Union monthly assessments or any action taken at the request of the Union.

Article 7 No Strikes or Lockouts

7.1 The parties agree that there will be no strike or lockout contrary to the provisions of the Alberta Labour Relations Code.

Article 8 Labour Management Bargaining Relations

8.1 Union Bargaining Committee

The Union shall provide the Employer with a list of up to five (5) Bargaining Committee members in accordance with the time lines provided for in the Labour Relation Code.

8.2 Time Off for Bargaining Meetings

Members of the Union Bargaining Committee who are in the employ of the Employer shall have the right to attend meetings held within working hours without remuneration. At the request of the Union, the Employer shall maintain the regular pay and premiums of Employees on the Union Bargaining Committee and bill this cost for reimbursement by the Union.

Article 9 Labour Management Committee

9.1 Establishment of Committee

A Labour Management Committee shall be established consisting of up to seven (7) representatives of the Union and up to seven (7) representatives of the Employer. The Committee shall enjoy the full support of both parties.

9.2 Function of the Committee

The Committee shall concern itself with any matters of mutual interest and shall include Health and Safety issues and Staff Training and Development.

9.3 Meetings of Committee

The Committee shall meet at a mutually agreeable time and place at least four (4) times per year. Additional meetings may be requested at any time by either party and upon such request, the Labour Management Committee will meet forthwith. Employees shall not suffer any loss of pay for the time spent with this Committee.

Article 10 Grievance and Arbitration Procedure

10.1 Definition of Grievance

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

10.2 Settling of Grievances

At each step of the grievance procedure the Grievor shall have the right to be present. The Union Steward shall suffer no loss of wages while in attendance at any step of the grievance procedure. An earnest effort shall be made by all parties to settle grievances fairly and promptly in the following manner.

Step One

If an Employee or a group of Employees has a grievance, the Employee or group of Employees will submit to the Manager a written statement of the grievance within ten (10) working days of the date that the Grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.

The grievance when presented in writing must be signed by the Employee or group of Employees and the Steward, and shall contain:

- (1) a summary of circumstances giving rise to the grievance.
- (2) the provision(s) of the Agreement considered violated.
- (3) the particulars of the remedy sought.

The Grievor(s) Manager shall meet with the Grievor(s) and the Steward within five (5) working days of receipt of the grievance and shall render her decision in writing within five (5) working days of this meeting.

Step Two

Failing satisfactory settlement being reached in Step One, the Steward together with the Grievor(s) within ten (10) working days of receipt of the decision in Step One, will advance the grievance in writing to the General Manager. The General Manager and Manager, or their designates, shall meet with the Grievor(s) within five (5) working days of receipt of the grievance and shall render her decision in writing within five (5) working days of this meeting.

Grievances involving suspension or termination shall start at Step Two of the Grievance Procedure according to the time limits and requirements of a grievance in writing outlined in Step One.

Step Three

Failing satisfactory settlement being reached in Step Two, within ten (10) working days of receipt of the decision in Step Two, the grievance may be referred in writing to arbitration by either party.

Grievance Withdrawal

The Union may, by notice in writing to the Employer, withdraw the grievance at any stage of this grievance procedure. If the Employee withdraws the grievance, the Employee shall do so by notifying the Employer and the Union in writing and the Union shall withdraw the grievance forthwith.

10.3

Policy Grievance

A policy grievance is a difference which seeks to enforce an obligation of the Employer to the Union or the Union to the Employer.

Where the Union or the Employer has a policy grievance, such grievance shall commence at Step Two. The aggrieved party within ten (10) working days from the date that the aggrieved party became aware of, or reasonably should have become aware of the alleged grievance shall submit to the other party the grievance in writing. The grievance when presented in writing must be signed by the Steward or General Manager, and shall contain:

- (1) a summary of circumstances giving rise to the grievance.
- (2) the provision(s) of the Agreement considered violated.
- (3) the particulars of the remedy sought.

10.4 Time Limits

If a grievance is not initiated or processed within the time limits in the Grievance Procedure, the grievance shall be deemed to have been abandoned. Saturdays, Sundays and General Holidays shall not be considered as working days for the purposes of the Article.

10.5 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

10.6 When one party submits a grievance to Arbitration in accordance with Article 10.2 or 10.3, that party shall notify the other party in writing, of its intention to submit the grievance to Arbitration and such notice shall include the name and address of the first party's nominee to the Arbitration Board.

10.7 The other party shall, within ten (10) days of receipt of such notice, notify the first party, in writing, of the name and address of their nominee to the Arbitration Board.

10.8 The two nominees so named shall, within fifteen (15) days, jointly appoint a third arbitrator who shall be the Chairperson of the Arbitration Board.

10.9 If the Employer's nominee and the Union's nominee fail to jointly appoint a third arbitrator within the time limits, or if one party fails to appoint a nominee within the time limits, the Minister of Labour shall appoint the nominee(s) in accordance with the Alberta Labour Relations Code.

- 10.10** The Employer and the Union may by mutual agreement, in writing, agree to a single arbitrator who shall be the Chairperson and constitute the Arbitration Board.
- 10.11** The Employer and the Union shall each bear the total costs of its respective nominee to the Arbitration Board and shall bear equally the total costs of the Chairperson of the Arbitration Board.
- 10.12** The decision of the majority shall be the decision of the Arbitration Board. Where there is not a majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board. The decision of the Arbitration Board shall be final, binding and enforceable on all parties affected. The Arbitration Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.
- 10.13** The time limits specified in both the grievance and Arbitration procedures may be extended by mutual agreement between the Employer and the Union. Mutual agreement to extend time limits must be in writing and signed by both parties before it will constitute mutual agreement for the purposes of this provision.

Article 11 - Seniority

11.1 Seniority Defined

Seniority is defined as the length of continuous service with the Employer from the last date of hire. Seniority for part-time and relief Employees shall accumulate on a pro-rata basis calculated on the straight-time hours worked by the part-time or relief Employee compared to the regularly scheduled hours of a full-time Employee.

11.2 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each Employee's service commenced. When two (2) or more Employees commence work on the same day, the Employee with the earliest date of application will be considered senior. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

11.3 Probation For Newly Hired Employees

A newly hired Employee shall be on probation only for the first ninety (90) days worked of her employment. During the probation period, the Employee

shall be entitled to all rights and benefits of this Agreement. After completion of the probation period, seniority shall be effective from the last date of hire. If an Employee on probation is determined by the Employer to be unsatisfactory, she may be terminated at any time during the probation period and such termination shall not be the subject of a grievance.

11.4 Loss of Seniority

The seniority of an Employee shall be lost and the Employee shall be considered terminated when she:

- (a) voluntarily resigns;
- (b) is discharged for just cause and is not reinstated;
- (c) is absent without leave approved by the Employer in excess of three (3) calendar days except for sufficient cause;
- (d) is laid off for a period longer than twelve (12) months;
- (e) fails to advise the Employer within seven (7) calendar days of her intent to accept a notice of recall from the time notice of recall is delivered to her last known address;
- (f) retires.

11.5 Seniority shall not accumulate during a layoff or during unpaid leaves of absence in excess of thirty (30) days. Seniority will accumulate during leaves for Union business, maternity leave, parental leave, adoption leave or to serve in elected public office even if such leaves exceed thirty (30) days.

11.6 Employees will accumulate seniority during:

- (a) periods of sick leave paid by the Employer;
- (b) leaves of absence with pay;
- (c) bereavement leave;
- (d) Jury/Witness duty;
- (e) paid vacations;
- (f) when in receipt of Workers' Compensation as a result of injury or illness incurred while in the employ of the Employer;

(g) while on approved unpaid leave of absence of thirty (30) days or less.

11.7 Transfers and Seniority Outside the Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without her consent. If an Employee is transferred to a position outside the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. After one (1) year, the Employee shall be removed from the seniority list. Such an Employee may return to a position within the bargaining unit within a one year period in accordance with Article 12.

Article 12 **Promotions and Staff Changes**

12.1 Job Posting

When a new permanent position is created, or when a vacancy of a permanent nature occurs inside the bargaining unit, the Employer shall post notice of the position for a minimum of one (1) week, so that Employees will know about the vacancy or new position.

The Employer shall first consider all applications from Employees and shall not hire externally if there is a qualified applicant from within.

12.2 Information In Postings

Such notice shall contain the following information: Position Title, qualifications, hours of work and pay range, initial location and whether the position is full-time or part-time.

12.3 Skill, ability and qualifications for the position being equal, seniority shall be the governing factor in determining selections for promotions and filling job vacancies.

12.4 The successful applicant shall be placed on trial for a period of up to three (3) months. Conditional on satisfactory performance, such trial promotion or transfer shall become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee finds herself unable to perform the duties of the new job classification, she shall be returned to her former position and salary without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

12.5 Notification To Employee

Each applicant shall be informed of the name of the successful applicant.

12.6 New Classifications

Any new classifications within the bargaining unit established by the Employer shall be subject to negotiations with the Union Representatives to determine a pay rate. The Employer agrees to notify the Union upon establishment of the new classification and suggested rate of pay. The Union shall have thirty (30) days after such notification to request that the rate of pay so established by the Employer be made the subject of collective bargaining. The Employer reserves the right to post and fill positions in the new classification at the rate of pay established by the Employer prior to reaching an agreement with the Union. Any negotiated rate of pay shall be retroactive to the date of establishment of the new classification.

Article 13 **Lay-offs and Recalls**

13.1 Definition of Lay-off

A lay-off shall be defined as a period of more than thirty (30) calendar days during which the Employer has no work for a full-time or a part-time Employee.

13.2 Basis For Lay-offs And Recalls

Lay-offs and recalls from layoffs will be determined based on an Employee's seniority, skill, ability and qualifications.

13.3 Advise Union

In the event of lay-offs and recalls the Employer agrees to advise the Union.

Article 14 **Discharge and Discipline**

14.1 Just Cause

An Employee may be disciplined or discharged but only for just cause.

14.2 Personnel Records

An Employee shall have the right at any time to have access to and review her personnel record in the presence of an Employer representative. An Employee who has been subjected to disciplinary action may, after thirty-six

(36) months of continuous service from the date the disciplinary action was taken, request in writing that her Personnel File be cleared of any record of the disciplinary action. Such request will be granted providing the Employee's file does not contain any further record of disciplinary action during that thirty-six (36) month period, and there are no outstanding grievances relating to disciplinary action.

14.3 Right To Have Steward Present

When a supervisor intends to issue a disciplinary or discharge notice to an Employee, the supervisor shall so notify the Employee in advance of the purpose of the interview in order that the Employee if she wishes to, may contact her Steward to be present at the interview.

Article 15 **Definitions**

15.1 An "Employee" shall mean any Employee of the Employer for whom the Union has been certified as bargaining agent.

- (a)** Full-time Employee - one who is regularly scheduled to work the full specified hours of work contained in Article 16.1.
- (b)** Part-time Employee - one who is regularly scheduled for less than the normal full hours of work as specified in Article 16.1.
- (c)** Relief Employee - one who works as a relief staff as follows:
 - on a call basis; or,
 - for a specific job that is of a non-continuing nature; or,
 - to replace a full-time or part-time Employee who is expected to return to work.

15.2 Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part-time and Relief Employees.

15.3 For the purpose of applying the terms of the Collective Agreement, time worked shall be deemed to have been worked on the day which the majority of hours of the shift falls.

Article 16 **Hours of Work**

16.1 (a) The regular hours of work for full-time Employees shall be seven (7) to eight (8) hours per day and thirty-five (35) to forty (40) hours per week exclusive of an unpaid lunch period.

- (b) Through mutual agreement with the Union, the Employer may institute compressed work week schedules with regular average hours over the rotation cycle of the schedule not exceeding forty (40) hours per week as a Scheme of Employment under the Employment Standards Code. Compressed work week schedules may have regular hours in excess of eight (8) in a day with additional scheduled days off compared to a regular schedule or more consecutive days of work followed by more consecutive days off compared to the regular schedule. The regular hours of compressed work week schedules shall be worked on a straight time basis.

Averaging over the rotation cycle of the shift shall be based on the period of time required to start at one point of the schedule and return to that same point in the schedule (this being one (1) full rotation cycle). For many schedules, this rotation cycle will be four (4) weeks or longer.

- 16.2** Regular hours of work shall not be construed as a guarantee of any minimum nor as a restriction of any maximum number of hours to be worked.
- 16.3** Unpaid lunch periods will be of not less than one-half (1/2) hour's duration for shifts which fall within the regular hours of work in Article 16.1(a). On any shift where the Employer requires the Employee to remain at the Lodge from the start to the end of her shift, the lunch period will be provided with pay at the Employee's straight time rate.
- 16.4** All Employees shall be permitted a fifteen (15) minute rest period in the first half of a shift and a fifteen (15) minute rest period in the second half of a shift scheduled for the regular hours of work in Article 16.1(a).
- 16.5** Exchange of Shifts
- Employees shall be allowed to exchange shifts according to procedures established by the Employer.
- 16.6** A shift differential of one dollar and ten cents (\$1.10) per hour will be paid for shifts which commence between 3:00 p.m. of one day and 5:00 a.m. of the following day.
- 16.7** An Employee whose regular rate of pay is greater than the Shift Supervisor Classification rate of pay shall, when assigned by the Employer to be an acting shift supervisor, be paid a premium of one dollar and ten cents (\$1.10) per hour while so assigned.

16.8 Employees required to work weekend shifts will be paid a Weekend Premium of fifty cents (\$0.50) per hour for all hours worked (excluding overtime hours) on a shift where the scheduled starting and ending time of the shift falls between 3:00 pm on Friday and 8:00 am on Monday.

Effective July 1, 2011, the Weekend Premium shall increase to seventy-five cents (\$0.75) per hour.

Article 17 Overtime

17.1 Overtime shall be considered as hours in excess of eight (8) in a day and forty (40) in a week unless the Employee is working a compressed work week schedule pursuant to Article 16.1(b). Overtime for Employees on a compressed work week schedule shall be considered work in excess of the regular daily and weekly hours of the schedule as such schedule would apply to a full-time Employee. Such overtime must be authorized by the Employer.

17.2 When overtime is worked, compensation shall be paid at one and one-half times (1 1/2x) an Employee's straight-time rate or through mutual agreement between the Employee and the Employer, compensating time off with pay on an hour-for-hour basis. The compensating time off will be on a date mutually agreed between the Employer and the Employee within six (6) months from the time the overtime was worked. If time off is not provided, the Employer will make a cash settlement for the overtime worked on the next pay period.

17.3 Each Employee will be paid \$30.00 per meeting when called in for staff meetings, when called in for training sessions or for incidental call-ins. Call-ins for actual work will be paid at the straight time rate or at the overtime rate when overtime applies according to the conditions of this Article unless this amount is less than \$30.00.

17.4 Call back time

Any full-time Employee called back and required to return to work outside her regular hours shall be paid for any one (1) call either:

- (a)** the overtime rate as specified in Article 17 for actual hours worked; or
- (b)** three (3) hours at the Employee's straight-time rate; whichever is greater.

Article 18 Paid General Holidays

18.1 The following shall be defined as paid General Holidays:

New Year's Day	First Monday in August
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

18.2 An Employee is not entitled to General Holiday pay:

- i)** if the Employee has worked for less than thirty (30) working days during the preceding twelve (12) months, or;
- ii)** does not work on a paid General Holiday when he or she is required or scheduled to do so, or;
- iii)** if they do not work their scheduled shift immediately prior to or immediately following the General Holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer.

18.3 Relief Employees will be entitled only to paid General Holidays provided they have worked five (5) out of the previous nine (9) day weekdays corresponding to the weekday on which the holiday falls. General Holiday pay will be calculated based on the regular hours of work. Employees who qualify for General Holiday pay who are required to work on the General Holiday will be paid one and a half times (1 1/2X) their straight time rate for hours worked in addition to the General Holiday pay. Relief Employees who do not qualify for General Holiday pay shall be paid one and a half times (1 1/2X) their straight time rate for hours worked.

18.4 Part-time Employees will be entitled to General Holiday pay at a prorated amount calculated on their regular scheduled FTE hours as defined in Article 16.1 (a) of the Collective Agreement.

18.5 When a day designated as a paid General Holiday under Article 18.1 falls on a full-time or part-time Employee's regularly scheduled day of rest and the Employee is not required to work, the Employee shall have the option of being paid General Holiday pay for their Regular hours of work as defined in Article 16.1 (a), (prorated for part-time Employees) or taking the General Holiday pay as compensating time off with pay at a later date.

18.6 When a Full-time or Part-time Employee works on a General Holiday they shall have the option to:

(a) Be paid one and one half times (1 1/2X) their straight time rate of pay for actual hours worked and be paid the General Holiday pay for their Regular hours of work as defined in Article 16.1(a) (prorated for Part-time Employees.

or

(b) Be paid one times (1.0X) their straight time rate of pay for actual hours worked and take the General Holiday pay as compensating time off with pay at a later date.

18.7 General Holiday pay that is taken as time off at a later date shall be on a date mutually agreed between the Employer and the Employee within six (6) months from the date of the General Holiday. If time off is not provided, the Employer will make a cash settlement for the General Holiday pay on the next pay period.

Article 19 Vacations

19.1 Vacation Entitlement - Full-Time and Part-Time Employees

(a) during the first (1st) year, up to and including the seventh (7th) year of continuous service, Employees shall earn fifteen working days paid at the rate of 6% of regular gross earnings;

(b) during the eighth (8th) year, up to and including the fifteenth (15th) year of continuous service, Employees shall earn twenty working days paid at the rate of 8% of regular gross earnings;

(c) during the sixteenth (16th) year, and subsequent years of continuous service, Employees shall earn twenty-five working days paid at the rate of 10% of regular gross earnings.

19.2 Vacation Entitlement - Relief Employees

Relief Employees shall be entitled to vacation pay of four percent (4%) of wages on regular hours of work. After five years of service they shall be paid 6% of wages on regular hours of work. Vacation pay for relief Employees will be paid on each pay cheque.

19.3 An Employee may be permitted to bank a portion of her vacation time entitlement which exceeds fourteen (14) calendar days to a maximum of the entitlement earned over an eighteen month period. In no circumstances,

however shall the Employer permit such Employee to take less than fourteen (14) calendar days of vacation time per year. Should an Employee's vacation bank accrue to greater than the number of days earned over an eighteen month period, arrangements to mutually agree on scheduling of such excess shall occur in accordance with Article 19.5. This limit may be exceeded in extenuating circumstances with prior approval of the Employer. In the event the Employer and Employee are not able to reach mutual agreement on the dates the vacation is scheduled, the Employer shall schedule the vacation and shall attempt to give thirty (30) calendar days notice.

- 19.4** For vacation purposes, an Employee whose employment commenced between the first (1st) and the fifteenth (15th) day of any month shall be deemed to have commenced on the first of the month; an Employee whose employment commenced between the sixteenth (16th) and the last day of the month shall be deemed to have commenced on the first (1st) of the following month.
- 19.5**
- (a)** Full-time and part-time Employees shall be granted the vacation period preferred by them at such time as may be mutually agreed upon by the Employer and the Employee. Preference as to choice of vacation dates shall be determined by length of service in the regular Employee's particular department and classification.
 - (b)** Full-time or part-time Employees shall be entitled to an unbroken period of vacation equal to her entire vacation entitlement unless otherwise mutually agreed between the Employer and the regular Employee.
 - (c)** Upon two (2) weeks notice, an Employee may request vacation pay or a portion thereof to be paid on the pay day immediately preceding the date of the vacation to be taken.
- 19.6** No full-time Employee may continue to work and draw vacation pay in lieu of taking her vacation.
- 19.7** Vacation pay for full-time Employees shall be paid at the current rate in the Collective Agreement.
- 19.8** Vacation Pay on Termination
- An Employee terminating employment at any time in the vacation year, prior to using her/his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, upon termination.

Article 20 Benefits

20.1 Employees shall be eligible to participate in the following benefit plans according to the eligibility requirements and conditions of the plans and the provisions of this Agreement. Employees become eligible on the first day of the month following completion of the probationary period. All Full-time and Part-time Employees working more than an average of eighty (80) hours per month determined over a three (3) month period are eligible to participate.

Alberta Health Care
Extended Health Care providing a direct billing feature
Vision Care
Dental Care

20.2 Premiums for the above benefits will be cost shared on the basis of seventy percent (70%) paid by the Employer and thirty percent (30%) paid by the Employee.

20.3 The Employer retains the right to change carriers for the above benefits provided comparable benefits are maintained.

20.4 All Employees are covered under the Workers Compensation Act from the commencement of employment. While an Employee is in receipt of Workers' Compensation, both the Employer and the Employee shall continue to pay their portions of all benefit premiums.

20.5 After an unpaid absence of thirty (30) calendar days (including layoff) the Employee shall be responsible for 100% of the cost of the benefit plans.

20.6 The provisions of the insurance policies and the plans as amended from time-to-time by the Employer or the insurance carrier shall govern with respect to eligibility for participation and benefits provided. These documents shall not be considered part of or considered incorporated into the Agreement, nor shall the Employer be considered an insurer.

Article 21 Sick Leave Provisions

21.1 Sick leave is provided by the Employer to Full-time or Part-time Employees for absences from regularly scheduled shifts due to illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the Workers Compensation Act. Sick leave shall also apply to absences for such matters as dentist visits, doctor's appointments, outpatient tests or minor treatment or similar health care procedures where prior approval can be granted.

A Full-time or Part-time Employee may access three (3) days of their accumulated sick leave per calendar year when their attendance is required to provide care to an immediate family member for whom the Employee is the primary care giver.

21.2 Full-time Employees are entitled to accumulate sick leave credits computed from the date of employment, at a rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of sixty (60) working days. The salary will continue at 100% of earnings until all credits are used.

The Employee may be required to submit satisfactory proof of illness, non-occupational accident, or quarantine before sickness benefits are paid. If the Employer requests a sick leave certificate, it shall be at the Employer's expense.

21.3 An Employee shall not be entitled to apply sick leave credits prior to the completion of the probationary period.

21.4 Sick leave shall not accumulate during layoff or during leaves of absence in excess of thirty (30) days.

21.5 Part-time and Relief Employees shall accumulate sick leave credits equivalent to one and one-half (1 1/2) working days for each period of employment equivalent to one (1) month of full-time work (one hundred and sixty-one (161) hours worked at straight time rates) to a maximum of sixty (60) full working days.

21.6 Relief Employees shall not be entitled to apply sick leave credits until such time as they become a Full-time or Part-time Employee.

21.7 Effective August 1, 2010 the Employer shall provide a Long Term Disability Plan for eligible Employees in accordance with the enrolment and other requirements of the Insurer. The premiums for the plan shall be paid 100% by the Employee.

Article 22 Leave of Absence Without Pay

22.1 Requests for leave of absence without pay shall be submitted in writing to the Employer for approval. Permission for such leave of absence will not be unfairly withheld and where permission is denied reasons will be given.

22.2 Union Leave of Absence

Provided the efficiency of the Lodges shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to Employees elected or appointed to represent the Union at Union conventions, workshops, seminars or schools. The Employer will continue to pay all wages and benefits to an Employee as if on the job, while on a Union leave of absence, and bill the Union accordingly. The Union shall in turn, upon receiving the bill, repay the Employer.

22.3 Public Office

Regular Employees who are elected to public office shall be allowed leave of absence without pay.

22.4 Court Appearance

The Employer shall grant leave of absence without loss of seniority to a Full-time or Part-time Employee who serves as juror or a crown witness in any court. The Employer shall pay such an Employee the difference between normal earnings and the payment she/he receives for services as a juror or crown witness, excluding payment for travelling, meals or other expenses, the Employee will present proof of service and the amount of pay received.

Article 23 **Bereavement Leave**

Full-time or Part-time Employees having completed three (3) months or ninety (90) days service with the Employer shall be entitled to the following bereavement leave:

- (a) In the event of the death of an Employee's spouse, child, parent, or parent of spouse, five (5) consecutive calendar days bereavement leave without loss of pay. Up to seven (7) consecutive calendar days bereavement leave without loss of pay will be granted if the travel distance is in excess of 450 km from the Employee's residence.

- (b) In the event of the death of an Employee's brother, sister, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent of spouse, or close relative who is residing in the Employee's household, a period of leave up to three (3) work days. Up to a maximum of two (2) additional calendar days without loss of earnings immediately preceding and/or immediately following the bereavement leave will be added if the travel distance is in excess of 450 km from the Employee's residence

Article 24 Wages

24.1 The Employer shall pay Employees not less than twice per month in accordance with the rates in Schedule “A” attached hereto and forming part of this Collective Agreement.

24.2 Employees scheduled to work a shift in a higher classification will be paid the hourly rate for that position. The rate of pay is to be at the corresponding Step Level of their permanent classification.

Article 25 Safety

25.1 The Union and the Employer agree to co-operate in improving work practices and the working environment in order to provide a safe and healthy environment for Employees and residents.

25.2 Employees required by the Employer to wear CSA approved safety footwear shall be reimbursed upon production of a receipt(s) up to one hundred dollars (\$100.00) rebate for each purchase. Two footwear purchases are allowed in the first year of employment to cover both summer and winter conditions if required. After that one footwear purchase per calendar year is allowed.

Article 26 General Conditions

26.1 Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all Employees will have access to it and upon which the Union shall have the right to post notices of meetings, education, conferences and Union conventions: other notices will be posted with the prior approval of the Manager.

26.2 Plural of Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the parties hereto so requires.

Pronouns, whether masculine or feminine, shall be understood to include the other.

Article 27 Term of Agreement

27.1 This Collective Agreement shall be in full force and effect from July 1, 2010 until June 30, 2013.

27.2 Changes in Agreement

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the term of this Agreement.

27.3 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within a period not more than one hundred and twenty (120) days and not less than sixty (60) days prior to the termination date, give notice in writing to the other party.

Signed at Grande Prairie, Alberta this _____th day of _____, 2010.

For the Employer

For the Union

SCHEDULE "A"

	Start		Step 2		Step 3		LSI	
	Current	1-Jul-10	Current	1-Jul-10	Current	1-Jul-10	Current	1-Jul-10
Cook	\$ 19.31	\$ 19.70	\$ 20.33	\$ 20.74	\$ 21.37	\$ 21.80	\$ 22.71	\$ 23.16
Cook's Helper	\$ 14.54	\$ 14.83	\$ 15.28	\$ 15.59	\$ 16.03	\$ 16.35	\$ 17.08	\$ 17.42
Dining Room Aide	\$ 14.54	\$ 14.83	\$ 15.28	\$ 15.59	\$ 16.03	\$ 16.35	\$ 17.08	\$ 17.42
Activity Coordinator	\$ 17.89	\$ 18.25	\$ 18.86	\$ 19.24	\$ 19.81	\$ 20.21	\$ 21.03	\$ 21.45
Bus Driver	\$ 17.89	\$ 18.25	\$ 18.86	\$ 19.24	\$ 19.81	\$ 20.21	\$ 21.03	\$ 21.45
Shift Supervisor	\$ 16.79	\$ 17.13	\$ 17.62	\$ 17.97	\$ 18.43	\$ 18.80	\$ 19.57	\$ 19.96
Housekeeper	\$ 14.54	\$ 14.83	\$ 15.28	\$ 15.59	\$ 16.03	\$ 16.35	\$ 17.08	\$ 17.42
General Services Worker	\$ 14.54	\$ 14.83	\$ 15.28	\$ 15.59	\$ 16.03	\$ 16.35	\$ 17.08	\$ 17.42
Maintenance Tech	\$ 23.08	\$ 23.54	\$ 25.54	\$ 26.05	\$ 27.30	\$ 27.85	\$ 28.67	\$ 29.24
Caretaker	\$ 17.89	\$ 18.25	\$ 18.86	\$ 19.24	\$ 19.81	\$ 20.21	\$ 21.03	\$ 21.45

SCHEDULE "A"

	Start		Step 2		Step 3		LSI	
	1-Jul-10	1-Jul-11	1-Jul-10	1-Jul-11	1-Jul-10	1-Jul-11	1-Jul-10	1-Jul-11
Cook	\$ 19.70	\$ 20.09	\$ 20.74	\$ 21.15	\$ 21.80	\$ 22.23	\$ 23.16	\$ 23.63
Cook's Helper	\$ 14.83	\$ 15.13	\$ 15.59	\$ 15.90	\$ 16.35	\$ 16.68	\$ 17.42	\$ 17.77
Dining Room Aide	\$ 14.83	\$ 15.13	\$ 15.59	\$ 15.90	\$ 16.35	\$ 16.68	\$ 17.42	\$ 17.77
Activity Coordinator	\$ 18.25	\$ 18.61	\$ 19.24	\$ 19.62	\$ 20.21	\$ 20.61	\$ 21.45	\$ 21.88
Bus Driver	\$ 18.25	\$ 18.61	\$ 19.24	\$ 19.62	\$ 20.21	\$ 20.61	\$ 21.45	\$ 21.88
Shift Supervisor	\$ 17.13	\$ 17.47	\$ 17.97	\$ 18.33	\$ 18.80	\$ 19.17	\$ 19.96	\$ 20.36
Housekeeper	\$ 14.83	\$ 15.13	\$ 15.59	\$ 15.90	\$ 16.35	\$ 16.68	\$ 17.42	\$ 17.77
General Services Worker	\$ 14.83	\$ 15.13	\$ 15.59	\$ 15.90	\$ 16.35	\$ 16.68	\$ 17.42	\$ 17.77
Maintenance Tech	\$ 23.54	\$ 24.01	\$ 26.05	\$ 26.57	\$ 27.85	\$ 28.40	\$ 29.24	\$ 29.83
Caretaker	\$ 18.25	\$ 18.61	\$ 19.24	\$ 19.62	\$ 20.21	\$ 20.61	\$ 21.45	\$ 21.88

SCHEDULE "A"

	Start		Step 2		Step 3		LSI	
	1-Jul-11	1-Jul-12	1-Jul-11	1-Jul-12	1-Jul-11	1-Jul-12	1-Jul-11	1-Jul-12
Cook	\$ 20.09	\$ 20.59	\$ 21.15	\$ 21.68	\$ 22.23	\$ 22.79	\$ 23.63	\$ 24.22
Cook's Helper	\$ 15.13	\$ 15.51	\$ 15.90	\$ 16.29	\$ 16.68	\$ 17.09	\$ 17.77	\$ 18.21
Dining Room Aide	\$ 15.13	\$ 15.51	\$ 15.90	\$ 16.29	\$ 16.68	\$ 17.09	\$ 17.77	\$ 18.21
Activity Coordinator	\$ 18.61	\$ 19.08	\$ 19.62	\$ 20.11	\$ 20.61	\$ 21.13	\$ 21.88	\$ 22.43
Bus Driver	\$ 18.61	\$ 19.08	\$ 19.62	\$ 20.11	\$ 20.61	\$ 21.13	\$ 21.88	\$ 22.43
Shift Supervisor	\$ 17.47	\$ 17.91	\$ 18.33	\$ 18.79	\$ 19.17	\$ 19.65	\$ 20.36	\$ 20.87
Housekeeper	\$ 15.13	\$ 15.51	\$ 15.90	\$ 16.29	\$ 16.68	\$ 17.09	\$ 17.77	\$ 18.21
General Services Worker	\$ 15.13	\$ 15.51	\$ 15.90	\$ 16.29	\$ 16.68	\$ 17.09	\$ 17.77	\$ 18.21
Maintenance Tech	\$ 24.01	\$ 24.61	\$ 26.57	\$ 27.24	\$ 28.40	\$ 29.11	\$ 29.83	\$ 30.57
Caretaker	\$ 18.61	\$ 19.08	\$ 19.62	\$ 20.11	\$ 20.61	\$ 21.13	\$ 21.88	\$ 22.43

Newly hired full-time or part-time Employees may be started at any Step Level on the grid based on past experience and qualifications of the Employee. In the event a full-time or part-time Employee is hired above the Start Level, she will be required to complete the normal probation period and future progression will be based on the experience requirements for the Step Level at which she was employed.

A full-time or part-time Employee shall advance from Step to Step up to Step 3 based on satisfactory performance and the accumulation of 1950 hours of work at each Step. Vacation time and holidays for which a full-time or part-time Employee is paid will count towards this accumulation. Sick time in excess of 30 days or leaves of absence without pay will not be counted as accumulated hours.

The Long Service Increment (LSI) shall be paid to a full-time or part-time Employee meeting the following qualifications:

- (a) satisfactory performance;
- (b) accumulation of a total of 3,900 hours of service for full-time and part-time Employees after reaching the Step 3 level.

When a full-time or part-time Employee receives a promotion to a higher classification, she shall be placed at the Employee's same Step level in the new position. For example, a full-time or part-time Employee in a General Services Employee position at Step 3 promoted to a Cook position will be placed at the Step 3 level for the Cook classification and the timing of her progression to the next Step level will not be affected by the transfer

If a full-time or part-time Employee is transferred to a position with a lower pay level, she will remain at her same Step level and the timing of her progression to the next Step will not be affected by the transfer.

Letter of Understanding #1

- between -

Grande Spirit Foundation
(hereinafter referred to as the "Employer")

- and -

Canadian Union of Public Employees Local 3623
(hereinafter referred to as the "Union")

The parties agree that individuals hired for temporary employment through bona fide government funded employment programs, such as STEP and SEED, or summer students hired for less than 120 calendar days will not be included in the collective bargaining relationship between the parties and shall not have access to the terms and conditions of employment or benefits contained within the collective agreement.

No Employee in the bargaining unit shall lose any hours of work or be displaced by the implementation and/or use of any such program or personnel.

Signed at Grande Prairie, Alberta this _____ day of _____, 2010.

For the Employer

For the Union

Letter of Understanding #2

between

Grande Spirit Foundation

and

Canadian Union of Public Employees Local 3623

The Parties agree that the following Employees shall retain their accumulated sick leave credits as per Article 21.1 and 21.5, effective July 1, 2001.

Barbara Duncan
Linda Sadownik
Norma Peters

Monica Hesse
Lucy Stride

These Employees shall retain their sick leave credits and shall not accumulate as per Article 21.2 and 21.5 until such time that their accumulated sick leave bank reduces to less than sixty (60) full work days, upon which Article 21.2 and 21.5 shall then apply in accordance with the current Collective Agreement.

This Letter of Understanding shall stay in effect until all of the Employees affected have reduced their sick leave bank to sixty (60) days or less.

Signed at Grande Prairie, Alberta this _____ day of _____, 2010.

For the Employer

For the Union

