

COLLECTIVE AGREEMENT

BETWEEN

DRUMHELLER AND DISTRICT  
SENIORS FOUNDATION  
(SUNSHINE LODGE)

AND

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

LOCAL 715

**JANUARY 1, 2012 – DECEMBER 31, 2013**



Canadian Office &  
Professional Employees  
Local #491

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THIS AGREEMENT made this 04 day of January, 2012  
BETWEEN:

DRUMHELLER AND DISTRICT SENIORS FOUNDATION  
SUNSHINE LODGE  
(hereinafter called the "Employer")  
Party of the First Part

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 715  
(hereinafter called the "Union")  
Party of the Second Part

## **PREAMBLE**

Whereas it is the purpose of both parties of this Agreement to:

- a) maintain and improve harmonious relations and settled conditions of employment between the Employer, employees and the Union;
- b) recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, employment, services, etc.;
- c) ensure that operations are effective and efficient;
- d) to promote the morale, well being and security of all employees in the bargaining unit of the Union; and
- e) deliver high quality, resident centered services.

## **ARTICLE 1 - UNION RECOGNITION**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees as may be covered by the most recent Certification order issued by the Labor Relations Board of the Province of Alberta.

- 1.02 Without restricting the generality of the foregoing the following classifications are specifically excluded from the terms of this Agreement:

Chief Administrative Officer and all Administrative Positions

- 1.03 Union business shall not take place during an employee's working hours and/or on the Employer's premises without the expressed permission of the Employer.
- 1.04 No employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 1.05 The Union shall inform the Employer in writing of its officers, shop stewards and any other persons who are authorized representatives of the Union within thirty (30) days from the effective date of this Agreement. Where there is a change to that list during the currency of this Agreement, the Union shall inform the Employer immediately in writing.
- 1.06 A representative of the Union who is not an employee of the Employer, may assist employees in negotiations and may enter the premises of the Employer after first receiving permission from the office of the Administrator. The operations of the Employer shall not be interfered with by the representative while on the Employer's premises.
- 1.07 The Employer agrees to recognize, as a Union steward, one employee designated by the Union for the purpose of processing grievances pursuant to the terms of this Agreement. The steward shall not leave his work for this purpose without first receiving the approval of the Employer. Such leave shall be with pay but limited to the time spent within regular working hours.
- 1.08 The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and termination of employment.**

## **ARTICLE 2 - DISCRIMINATION**

### **2.01 Employer Shall Not Discriminate**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employees by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence, and handicap, nor by reason of his/her membership or activity in the Union or any provisions covered by the Alberta Human Rights Act except to the extent permitted by law.

**2.02 The Employer and the Union recognize the right of all employees to work in an environment free from sexual or personal harassment. Any complaint alleging sexual or personal harassment shall be made in writing to the Employer and shall be treated seriously and in strict confidence. The Employer shall conduct an investigation when a complaint is made. Any employee involved in an investigation related to the alleged complaint shall be entitled to Union representation. A complaint which is not resolved through the investigation process within fifteen (15) working days of the complaint being filed may be filed as a grievance in accordance with the collective agreement.**

**a) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice, or endangers and employee's employment status or potential.**

**b) Personal harassment shall be defined as conduct or comments which are intimidating, threatening, or abusive which demean and belittle an individual or cause personal humiliation.**

### **ARTICLE 3 - MANAGEMENT RIGHTS**

**3.01 The Union recognizes and agrees that it is the exclusive right of the Employer to exercise all of the usual and customary rights of management. Such management rights include but are not necessarily limited to the right of the Employer to manage its business, direct the working forces, make rules and regulations and the right to hire, suspend, discharge, discipline, lay off, transfer, classify, promote, or demote any employee. Such management rights are subject to this Agreement insofar as the provisions of the Agreement expressly limit such management rights. The question of whether any management rights are expressly limited by this agreement shall be decided through the grievance and arbitration procedure.**

### **ARTICLE 4 - UNION MEMBERSHIP**

**4.01 Any Employee who is a member, or hereafter becomes a member, shall maintain his membership in the Union as a condition of employment. Membership in the Union should be voluntary on the part of the employees.**

**4.02 The Employer shall deduct, as a condition of employment, monthly dues, or their equivalent, from all employees covered by the scope of this Agreement. Dues shall not be cumulative and will be deducted from an employee so long as he/she is receiving payment from the Employer.**

- 4.03 Deductions shall be paid on each pay period every two weeks and shall be forwarded to the Secretary-Treasurer of the Union no later than the 15th day of the month following deduction, accompanied by a list of the names of the employees from whose wages the deductions have been made.
- 4.04 The Employer shall indicate on each employee's Income Tax (T-4) slips, the amount of union dues paid by each employee in the previous year.
- 4.05 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit except for the purposes of instruction, in an emergency, or when regular employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any regular employee. For the purpose of this clause "persons" shall mean all other employees of the Employer who are not included in the bargaining unit.

#### **ARTICLE 5 - CORRESPONDENCE**

- 5.01 All correspondence between the parties, arising out of this Agreement, or incidental thereto, shall pass to and from the Administrator and the Secretary of the Union.

#### **ARTICLE 6 - DEFINITIONS**

- 6.01 Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto require.
- 6.02 "Employer" shall mean the Board of the Drumheller and District Seniors Foundation, and include officers of the Foundation Board may from time to time appoint or designate to carry out administrative duties in respect of the operation and management of the Lodge or in respect of the administration of this Agreement.
- 6.03 "Union" shall mean the Canadian Union of Public Employees, Local 715.
- 6.04 **A "Regular Employee" is a person hired into a permanent full-time or part-time position, and who has completed their Probationary Period.**
- 6.05 A **Regular** Full-time Employee is an Employee who:
- a) **has completed a probationary period in a permanent full-time position;**
  - b) works on a **continuing** basis;

- c) works a regular schedule of thirty seven and one half (37 1/2) hours per week;
- d) is entitled to all the benefits under the terms of this Agreement.

**6.06** A **Regular** Part-time Employee is an Employee who:

- a) **has completed a probationary period in a permanent part-time position;**
- b) works on a **continuing** basis;
- c) works a regular schedule of less than thirty seven and one half (37 1/2) hours per week;
- d) is entitled to all the benefits under the terms of this Agreement.

**6.07** A "Probationary Employee" shall be one who is engaged with a view to long term employment with the Employer, in a position which is part of the Employer's continuing operation **in accordance with Article 21.03.**

**6.08** A "Temporary Employee" is **an employee who:**

- a) is hired for a specific project or job of a limited duration, or **to fill a position made temporarily vacant by a Leave of Absence for more than two (2) months;**
- b) **works a regular schedule;**
- c) **is covered by the following provisions of the collective agreement:**

**Preamble**

- 1 Union Recognition**
- 2 Discrimination**
- 3 Management Rights**
- 4 Union Membership**
- 5 Correspondence**
- 6 Definitions**
- 7 Labour Management Collective Bargaining**
- 8 Grievance Procedure**
- 9 Arbitration Procedure**
- 12 Hours of Work**
- 13 Overtime**
- 14 Named Holidays**
- 15.03 Vacations**
- 17 Leave of Absence**
- 18 Salaries**
- 20.04 Termination of Employment, Layoff and Recall**

**21.02 Posting of Positions, Appointments and Promotions**

**23 Workers Compensation**

**24 Job Classification and Reclassification**

**25 General**

**26 Terms of Agreement**

**27 Retroactivity**

**Schedule 'A'**

**LOU Re: Health Care Aide Course**

**d) does not accumulate seniority, however upon successfully achieving the status of a Regular Employee shall have all hours worked from date of hire recognized for seniority purposes.**

**6.09** If a Temporary Employee applies for a position on permanent staff and is appointed to such a position, he shall be required to serve a probationary period.

**6.10** A "Casual Employee" is one who is not regularly scheduled to work and works on an **intermittent** basis or to fill a position made temporarily vacant because of sickness, or vacation.

Casual employees do not accumulate seniority and are not entitled to any benefits except those required by the Employment Standards Act of Alberta.

Casual employees shall have no recourse to the grievance or arbitration procedure.

**6.11** Basic Rate of Pay

Shall mean the applicable step in the pay range of the employee's classification as set out in the Salary Schedule.

**6.12** Pyramiding

Shall mean the payment of two or more premiums under different provisions of this Collective Agreement for the same hours worked.

**ARTICLE 7 - LABOUR MANAGEMENT COLLECTIVE BARGAINING**

**7.01 Representation**

In matters of collective bargaining no employee or group of employees shall undertake to represent the Union at meetings, with the Employer without the proper authorization of the Union, and in matters of collective bargaining the Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit.

#### 7.02 **Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) employees in the bargaining unit. The Union will advise the Employer of the Union nominees to the Committee.

#### 7.03 **Function of Bargaining Committee**

All matters pertaining to rate of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

#### 7.04 **Representative of Canadian Union**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer, subject to the provisions of clause 1.06 of this agreement.

#### 7.05 **Time Off for Meetings**

Any representative of the Union on the bargaining committee who is in the employ of the Employer shall have the right to attend meetings held within their working hours without loss of remuneration and/or benefits.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 A grievance is defined as any difference concerning the interpretation, application, administration or alleged violation of this Agreement. All grievances shall be processed in the manner herein provided without stoppage of work or refusal to perform work.
- 8.02 The time limits specified in this Grievance Procedure shall not include Saturdays, Sundays, and Named Holidays.
- 8.03 The purpose of these provisions is to ensure that all grievances are processed in a timely and expeditious manner **within the time limits provided. The time limits may be waived at any step of the grievance or arbitration procedure by written agreement of the parties.**

### Step 1

An Employee who believes he has a grievance shall, within **ten (10)** days following the date he became aware of, or reasonably should have become aware of the occurrence which led to the complaint, first discuss the matter with his immediate Supervisor and a sincere attempt shall be made to resolve the grievance. In the event that it is not, the grievance shall be dealt with as herein provided.

### Step 2

Within **ten (10)** days of discussing the grievance with the Supervisor, the grievance shall be submitted to the Administrator or delegated representative. The grievance shall be in writing and shall include:

- a) The name of the grievor
- b) The nature of the grievance and the circumstances out of which it arose
- c) The remedy or correction the Employer is requested to make
- d) The section(s) where the Agreement is alleged to have been violated.

The Administrator or delegated representative, shall **meet with the Union and the grievor to discuss the grievance and** render a decision within **ten (10)** days of the **meeting.**

### Step 3

Failing settlement at Step 2, and within **ten (10)** days after the Administrator's decision, the grievance may be submitted to the Chairman of the Board or delegated representative in writing as heretofore described.

The Chairman of the Board, or delegated representative, shall **meet with the Union and the grievor to discuss the grievance and** render a decision within ten (10) days of the **meeting.**

8.04 Failing settlement at Step 3, the grievance may be processed to Arbitration as hereinafter provided.

8.05 Where an employee is discharged **or suspended**, the grievance process shall commence at Step 2.

## **ARTICLE 9 - ARBITRATION PROCEDURE**

- 9.01 Any grievance which has been processed through all steps of the grievance procedure, according to its provisions may be referred to the Board of Arbitration as herein provided.
- 9.02 The party taking the grievance to Arbitration will, within **twenty (20)** days of receipt of the decision of the Chairman of the Board request the formation of a Board of Arbitration, by notifying the other party, in writing, of their intent and will in the same notification submit the name of the person nominated by them to the Board of Arbitration.
- 9.03 Within **ten (10)** days of the receipt of the above notice, the other party shall advise, in writing, their nominee to the Board of Arbitration.
- 9.04 The two nominees so appointed shall, **as expeditiously as possible**, endeavor to select a third person to act as Chairman. In the event that the two nominees fail to agree on a Chairman, the parties will request the Minister of Labour for the Province of Alberta to make such an appointment.
- 9.05 The time limits specified above may be extended for such times as are mutually agreed to by the parties in writing.
- 9.06 The decision of the Board of Arbitration shall be final and binding upon the parties and upon any employees affected by it. The decision of a majority of the Board members is the Award of the Board of Arbitration, but if there is not a majority, the decision of the Chairman governs and it shall be deemed to be the Award of the Board.
- 9.07 The Board of Arbitration:
- a) shall have the power to deal only with matters involving the interpretation, application, administration or alleged violation of the Agreement;
  - b) shall not alter, amend, set aside, add to or delete any of the provisions of the Agreement;
  - c) shall not render any decision inconsistent with the provisions of the Agreement;
  - d) shall have jurisdiction to determine whether the grievance presents an arbitrable issue;
  - e) is limited in its jurisdiction to dealing only with those matters specifically contained within the grievance.
- 9.08 Either party to the Arbitration shall bear the expense of its respective nominee to the Board of Arbitration and the two parties shall equally bear the expenses of the Chairman.

## **ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **10.01 Discharge Procedure**

A regular employee may be disciplined for just cause. When an employee is disciplined or suspended, he shall be given the reason **in writing by the Employer of the reason for such discipline or suspension. The employee** may request the presence of a Union official **at any meeting which is disciplinary in nature.**

### **10.02 May Omit Grievance Steps**

An employee considered by the Union to be discharged or suspended without just cause shall be entitled to a hearing under Article 8 - Grievance Procedure.

### **10.03 Warnings**

Whenever the Employer or his authorized agent deem it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his work up to a required standard, the Employer shall give written particulars of such censure to the employee involved, with a copy to the Secretary of the Union. **The employee may request the presence of a Union official at the time the warning is issued by the Employer.**

### **10.04 Adverse Reports**

The record of an employee shall not be used against him at any time after twelve (12) months while at the employ of the Lodge following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

## **ARTICLE 11 - SENIORITY**

### **Seniority Defined**

- 11.01 a) Seniority is defined as the length of service of regular employees in the bargaining unit **and shall accrue from the first day of continuous employment in a permanent position.**
- b) Seniority shall operate on a bargaining unit-wide basis.
- c) **Seniority shall be used as the determining factor in promotions, transfers, layoffs, permanent reduction of the work force and recall when, in the opinion of the Employer, knowledge, qualifications and ability are relatively equal.**

- d) **Seniority will continue to accrue during paid sick leave, leaves of absence and paid leaves.**
- e) **Seniority will cease upon termination (except if reinstated in the case of discharge).**

#### 11.02 **Seniority List**

The Employer shall maintain a seniority list showing the date upon which each regular employee's service commenced. An up-to-date seniority list shall be sent to the Union **in January of each year** and posted on the staff bulletin board.

#### 11.03 **Loss of Seniority**

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose his seniority in the event:

- a) He is discharged for just cause and is not reinstated.
- b) He resigns in writing.
- c) He 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.
- d) He fails to return to work within seven (7) calendar days following **notice of recall, unless through sickness or other just cause.**
- e) He is laid off for a period longer than one (1) year.

### **ARTICLE 12 - HOURS OF WORK**

12.01 It is understood and agreed that the work schedule shall provide for continuous operation **Saturday through Friday.**

12.02 The normal hours of work in a day shall be seven and one half (7 1/2) hours.

The employer may require employees to remain at the Lodge during the meal break and in recognition of this entrapment, employees so entrapped shall receive the equivalent of one half (1/2) hours pay at the employee's basic rate of pay. Employees may request exemption from the entrapment which will be granted solely at the discretion of the employer.

- 12.03 The normal number of hours worked by regular employees in a week shall be thirty seven and one half (37 1/2) in a five (5) day period or such alternate schedule which averages thirty seven and one half (37 1/2) hours per week (for example four days in one week and six days in the alternate week).
- 12.04 Hours of work may be on a shift basis that will be determined by the Employer. The time at which shifts shall begin and end will be established by the Employer.
- 12.05 Regular hours of work shall be deemed to:
- a) include, as scheduled by the Employer,
    - i) two (2) rest periods of fifteen (15) minutes each during each full shift of seven and one-half (7 1/2) hours, or
    - ii) one (1) rest period of fifteen (15) minutes during each half shift of at least four (4) hours; and
    - iii) rest periods shall be deemed to commence when an employee leaves their place of work and shall not, in any circumstance, exceed fifteen (15) minutes.
  - b) a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the employee works in excess of five (5) hours.
- 12.06 a) Shift schedules shall be posted not less than fourteen (14) calendar days in advance. When a change is made in the employee's scheduled workdays by the Employer, the employee shall be informed and when the change is with less than seven (7) calendar days notice, the employee shall be paid at one and one-half (1 1/2) times the basic rate of pay for all hours worked on the first shift of the changed schedule.
- b) However, where a change in the schedule is necessary due to time off being granted under the provisions of this Agreement, forty eight (48) hours notice is required. If the change is made with less than forty eight (48) hours notice, the employee may refuse the change and in that event the Employer shall contact other employees to fill the shift(s). In the event all employees refuse to change, the Employer shall assign the shift as required. Basic rates of pay shall apply.
- 12.07 On the date fixed by the Daylight Saving Time Act, employees who work shall receive only their regular pay for the number of hours in their regular shift on the conversion to Mountain Standard Time and on the resumption of Daylight Saving Time resulting in no loss or gain in compensation due to this fluctuation in hours worked.

12.08 **Effective January 1, 2012** where five (5) or more hours of an employee's hours of work fall within the period 1500 to 2300 hours (3:00 p.m. to 11:00 p.m.) the employee shall receive a shift differential payment of **one dollar and sixty cents (\$1.60)** per hour. Shift differentials shall not be considered as part of an employee's basic rate of pay and will apply only when actual hours are worked.

**Effective January 1, 2013** where five (5) or more hours of an employee's hours of work fall within the period 1500 to 2300 hours (3:00 p.m. to 11:00 p.m.) the employee shall receive a shift differential payment of **one dollar and seventy cents (\$1.70)** per hour. Shift differentials shall not be considered as part of an employee's basic rate of pay and will apply only when actual hours are worked.

12.09 **Effective January 1, 2012** where an employee is required to work the midnight shift from 2300 to 0700 hours (11:00 p.m. to 7:00 a.m.) the employee shall receive a shift differential payment of **one dollar and ninety-five cents (\$1.95)** per hour. Shift differentials shall not be considered as part of an employee's basic rate of pay and will apply only when actual hours are worked.

**Effective January 1, 2013** where an employee is required to work the midnight shift from 2300 to 0700 hours (11:00 p.m. to 7:00 a.m.) the employee shall receive a shift differential payment of **two dollars and ten cents (\$2.10)** per hour. Shift differentials shall not be considered as part of an employee's basic rate of pay and will apply only when actual hours are worked.

### ARTICLE 13 - OVERTIME

13.01 Overtime is all time authorized by the Employer and worked by an employee in excess of seven and one half (7 1/2) hours per day **or** thirty seven and one half (37 1/2) hours per week, except where an alternate schedule is in effect, in which case, all time in excess of an average of thirty seven and one half (37 1/2) hours per week shall be overtime.

13.02 It is the function of the Employer to determine when overtime is necessary and for what period of time it is required. Overtime shall be authorized prior to being worked in a manner and by such persons as directed by the Employer.

13.03 Overtime will be paid at the rate of time and one-half (1 1/2X) the employee's basic rate of pay. Overtime payment will cease and the employee's basic rate will apply at the start of his next regularly scheduled shift.

13.04 There shall be no pyramiding of overtime or premium rates in the calculation of rates of pay.

- 13.05 An employee called back to work by the Administrator or the Assistant Administrator after having completed their regular seven and one half (7 1/2) hour shift shall be paid according to the provisions of clause 13.03 of this agreement, with a minimum payment of three (3) hours at the basic rate of pay.

This clause does not apply where the employer has extended a shift prior to the end of the shift.

- 13.06 When an employee is required to be **"on-call"** the Employer shall provide the employee with a company cell phone for use during the period the employee is on-call.

**No employee will be required by the Employer to be on-call for more than two (2) weeks in any given month without mutual consent between the employee and the Employer.**

When an employee is required to regularly be "on-call" the Employer shall pay a premium of **seventy-five dollars (\$75.00) per week on-call.**

#### **ARTICLE 14 - NAMED HOLIDAYS**

- 14.01 The following shall be considered as Named Holidays:

- |                   |                         |
|-------------------|-------------------------|
| 1. New Year's Day | 7. August Civic Holiday |
| 2. Family Day     | 8. Labor Day            |
| 3. Good Friday    | 9. Thanksgiving Day     |
| 4. Easter Monday  | 10. Remembrance Day     |
| 5. Victoria Day   | 11. Christmas Day       |
| 6. Canada Day     | 12. Boxing Day          |

Plus any other General Holiday proclaimed by the Municipal, Provincial or Federal Government.

- 14.02 When a Named Holiday falls on a day that would otherwise be an employee's scheduled working day, and the employee is not required to work on such day, the employee shall be entitled to pay for that day at his basic rate of pay.
- 14.03 Employees scheduled or required to work on any of the named holidays shall be paid at one and one-half (1 1/2) times their basic rate of pay for all hours worked and by mutual agreement between the Employer and employee, be given time off equivalent to the hours worked on the holiday. Such time off shall be arranged and taken within thirty (30) days of the holiday and the holiday pay shall be payable on that day. If time off cannot be provided the employee shall receive an additional day's pay.

14.04 Where a Named Holiday falls on a day that would otherwise be an employee's regularly scheduled day off, the employee shall be given an alternative day off with pay at his basic rate.

14.05 Where a Named Holiday falls during a full time employee's vacation he shall receive an additional day with pay added to his vacation.

14.06 Sections 14.02 - 14.05 shall not apply:

- a) if the employee has not worked for the Employer for a total of thirty (30) working days during the previous twelve (12) months;
- b) where the employee does not work on the Named Holiday when required or scheduled to do so;
- c) where the employee has absented himself from work without the consent of the Employer on either the employee's scheduled shift immediately preceding or immediately following the Named Holiday;
- d) while an employee is on unpaid Leave of Absence;
- e) while an employee is receiving payments for time lost from work from either Workers' Compensation or Unemployment Insurance;
- f) where an employee is unable to work as required pursuant to sub-clauses (b) and (c) above, the employee, upon provision of a medical certificate certifying that the employee was unable to work, shall not be disqualified from payment; in which case they shall receive sick pay at their basic rate as long as they have sick pay entitlements.

14.07 Named Holidays will be recognized on the date on which they occur or as otherwise designated by the Employer.

14.08 Part-time employees shall be eligible for the equivalent of his average daily earnings for the two months immediately preceding the week in which such general holiday occurs provided that:

- a) the employee has been in the employ of the Employer for a period of thirty (30) days or twenty (20) working days.
- b) the employee has not absented himself from work without the consent of the Employer on either his last regular working day preceding or his first working day following the general holiday.

## ARTICLE 15 – VACATIONS

- 15.01 For the purpose of this Article, "vacation year" means the twelve (12) month period commencing the first (1st) day of January in each year and concluding on the thirty-first (31st) day of December of the same year.
- 15.02 Vacation entitlement for Regular Employees is earned during each vacation year of continuous service and taken during the following vacation year. Vacation selection shall be by seniority, however, the employer retains authority to approve vacation schedules if dates are in dispute. The Employer shall provide not later than January 15th a copy to each employee of their vacation entitlement for the upcoming year. Employees shall indicate in writing not later than March 31st their preference for vacation for the upcoming year. The Employer shall not later than April 30th assign vacation based on seniority for all employees who have submitted their request prior to March 30th. Any requests for vacation after March 31st shall be granted based on the seniority of employees who have requested vacation after March 31st and shall not affect any vacation previously approved.

### 15.03 **Length of Vacation**

Regular **full-time** employees shall receive annual vacation with pay in accordance with completed years of employment as follows:

|                              |   |                                    |
|------------------------------|---|------------------------------------|
| Less than one year           | - | Four percent (4%) of salary earned |
| One year to two years        | - | Ten (10) working days              |
| Three years to seven years   | - | Fifteen (15) working days          |
| Eight years to fifteen years | - | Twenty (20) working days           |
| Sixteen years or more        | - | Twenty-five (25) working days      |

Regular part-time employees shall be paid vacation pay on the following basis of entitlement:

|                      |   |   |
|----------------------|---|---|
| Less than one year   | - | 4% of salary earned to end of vacation year |
| One to two years     | - | 4% of salary earned in previous year        |
| Three to seven years | - | 6% of salary earned in previous year        |
| Eight years or more  | - | 8% of salary earned in previous year        |

Regular part-time employees will earn vacation entitlement at the rate of each 1875 hours of work completed being equivalent to one year of service.

Note:

The formula for calculation of vacation pay shall: Hours worked in the preceding employment year multiplied by basic rate of pay in effect at the time vacation commences multiplied by the applicable rate from the table above. Example: 1640 hours x \$8.40 x 6% = \$826.56.

**Temporary and Casual** employees will be paid vacation pay at the rate of 4% of regular earnings.

- 15.04 Regular employees shall take vacation entitlements as outlined in Article 15.02 unless written permission has been received from the Board to carry their vacation entitlement forward into the subsequent vacation year. In the event the employer and employee are unable to mutually agree when the vacation is to be taken, the employer may pay out the vacation entitlement at the end of the calendar year following the year it was accumulated. If the employer is unable to provide a vacation period, the employee shall carry their vacation entitlement forward into the subsequent vacation year.
- 15.05 An employee who is granted a leave of absence in excess of thirty (30) days or is on layoff, Workers' Compensation or Disability shall have his period of vacation leave currently being earned reduced on a pro-rata basis.
- 15.06 Pro-rata vacation pay on termination of employment will be paid in accordance with service rendered, if proper notification of termination of employment is given (see Article 20). If proper notice of termination is not given then the employee will be paid in accordance with the Alberta Labor Act and Regulations thereto.
- 15.07 Vacation pay will be payable in advance of the employee's vacation, but only if requested by the employee and if such request is made in writing at least one (1) week prior to the last payroll cutoff before the employee's vacation time is to be taken.

## **ARTICLE 16 - SICK LEAVE**

- 16.01 Sick Leave benefits are provided by the Employer to protect the employee in the event of an unavoidable illness or injury not covered by Workers' Compensation.

16.02 The accrual and use of sick leave credits will be administered in accordance with the following:

- a) full time employees shall be allowed a credit for sick leave from the date of employment at the rate of one and one half ( 1 1/2) working days for each full month of employment.
- b) part time employees shall be allowed to accumulate sick leave credits from the date of employment for each month of employment according to the following formula: 1.5 multiplied by the actual hours worked per month divided by 162.5.
- c) sick credits will be accumulated in accordance with 16.02 a) or b) up to a maximum credit of 120 working days provided however, that an employee shall not be entitled to use sick leave credits prior to the completion of their probationary period as per Article 6.
- d) Sick leave shall not accrue during a period of absence in excess of one (1) month in the case of:
  - i) illness;
  - ii) injury;
  - iii) layoff;
  - iv) leave of absence; or
  - v) periods while in receipt of compensation from the Workers' Compensation Board.
- e) When an employee has accrued the maximum sick leave credits of one hundred and twenty (120) working days the employee shall no longer accrue sick leave credits until such time as the employee's total accumulation is reduced below the maximum. At that time the employee shall recommence accumulating sick leave credits.
- f) If an employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided the employee has been given prior authorization by the Employer, such absence shall be charged against the employee's accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.
- g) For the purpose of computing sick leave accumulation, days on which the employee is on vacation shall be counted as working days.

### 16.03 "Grandfather Clause"

Any full time and part time employee with a hire date prior to April 1, 2002 will have sick leave credits accumulated as per the 2000 - 2002 contract **as follows:**

**After three (3) months of continuous service, regular employees shall be entitled to sick leave credits computed from their date of commencement of employment at the rate of two (2) working days per month for each full calendar month of employment cumulative to a maximum credit of one hundred and twenty (120) working days. Regular part-time employees shall be entitled to sick leave credits at the rate of seven and one half (7 ½) hours for each full calendar month of employment.**

- 16.04 Subject to Article 16.01 and 16.02, an employee granted sick leave shall be paid, at their basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.
- 16.05 Employees absent on account of illness shall **endeavour to** report same to their Supervisor at least two (2) hours before scheduled commencement of duty in order to permit the Employer to obtain a replacement or distribute the duties among other staff.
- 16.06 a) An employee **may be required to** provide proof of illness in the form of a doctor's statement **at the request** of the Employer for all absences claimed due to illness **exceeding three (3) working days unless the Employer has documented a pattern of absenteeism.**
- b) Employees **absent from work due to illness for over 20 working days** may only return to work after an illness upon proof **in the form of a doctor's statement** that the employee is capable of performing the duties and responsibilities of her position. **When an employee is cleared by their doctor to return to work on modified duties, the doctor shall provide to the employer the medical restrictions and the Employer shall make every effort to accommodate the employee's restrictions to the point of undue hardship. An employee shall provide seven (7) days notice of her intention to return to work.**
- 16.07 **Any regular** employee **hired before December 31, 2007** shall be entitled to payment of twenty-five (25) percent of her accumulated sick leave on retirement after a minimum of ten (10) years of employment, provided the employee has 50% or greater of entitlement remaining. Calculation of years of employment for regular part-time employees shall be at the rate of each 1875 hours of employment being equivalent to one year of employment.

- 16.08 a) An employee who has exhausted her sick leave credits during the course of illness, and is not capable of returning to work as provided for in clause 16.06 b) shall be deemed to be on leave of absence without pay or benefits up to an additional twelve (12) months.
- b) At the expiration of twelve (12) months from the last sick day of paid leave an employee who is not capable of returning to work as provided in clause 16.06 (b) of this agreement shall be considered to have terminated her employment relationship with the Employer.
- 16.09 An employee on sick leave absence without pay as provided for in clause 16.08 (a) of this agreement shall keep the Employer advised as to when she shall be expected back to work, and shall provide the Employer with at least seven (7) days written notice of her readiness to return to work.

#### **ARTICLE 17 - LEAVE OF ABSENCE**

- 17.01 A Leave of Absence is a written authorization for an employee to be absent from work without pay for a definite period of time which has been approved in advance by the Employer.
- 17.02 Subject to the requirements of the Lodge, leave of absence with or without pay may be granted to an employee for good and sufficient reason at the discretion of the Employer.
- 17.03 Requests for leave shall be made in writing and shall be made one (1) month prior to the beginning of the leave, except in situations of an unforeseen or emergency nature, in which case the employee's request shall be made as soon as he becomes aware of the situation which prompted the request for leave.
- 17.04 Any employee who has been granted a leave of absence and fails to return on the date granted by the Employer, shall be deemed to have abandoned his position unless notification could not reasonably be given.
- 17.05 An employee shall be granted three (3) consecutive working days bereavement leave without loss of pay in the event of the death of a father, mother, legal guardian, spouse (including common-law spouse), child, brother, sister, grandparents or grandchildren, father/mother-in-law, brother/sister-in-law, step parent, step grandparents and stepchild of an employee.

Bereavement leave shall be extended by two (2) days if travel in excess of three hundred and twenty two (322) kilometers from the employee's residence is necessary.

- 17.06 One-half (1/2) day leave may be granted without loss of regular pay to attend a funeral as a pallbearer.

- 17.07 a) Where employees are called to the courts as a member of a jury, or as a witness, the Employer shall pay the difference between the pay received for such court service and the pay the employee would have normally received if he had been working, based on his regular rate and not including any premium or fringes.
- b) Employees shall, whenever possible, perform their work between periods of jury duty or while awaiting jury call.
- c) In seeking reimbursement from the Employer for the difference between a court or jury pay and regular pay, employees shall submit a statement of fees received to the Employer.
- 17.08 Maternity, Parental or Adoption Leave shall be granted in accordance with the provisions of the Employment Standards Code of Alberta.

#### **ARTICLE 18 - SALARIES**

- 18.01 The basic salary scales and increments as set forth in Schedule "A" which is attached to and forms part of the Agreement, shall be applicable to all employees covered by this Agreement on the dates and year indicated.
- 18.02 Newly hired employees will commence at the start rate for their classification and shall move to the rate next following upon the completion of twelve (12) months of service. Notwithstanding the preceding the Employer may, at its discretion, assign newly hired employees to a rate above the start rate.
- 18.03 When an employee is permanently assigned to a senior position he shall immediately receive a higher rate of pay; or where a senior employee is absent on holidays or because of sickness or for some similar reason, the person appointed to take his place shall receive the higher rate of pay for all hours worked in the senior position provided they are in the senior position for five (5) consecutive days or longer.

## **ARTICLE 19 - BENEFITS**

19.01 **The** Employer agrees to pay a maximum of \$150.00 per month as their contribution towards health benefits for regular employees only. Annually, and prior to January 1, employees will be required to select, in writing, benefits which they choose to have in effect for the calendar year following. **The** employee will pay any costs in excess of \$150.00 per month. The Employer agreed to indicate, in writing, prior to January 1 the amount of deductions for benefits that will be deducted. Benefits selected may not be changed during the calendar year except by mutual consent. The Employer agrees to make the following benefits available:

Alberta Health Care

**The Employer shall offer the following group benefits through Sun Life, or their equivalent, to all eligible employees:**

### **Basic Medical**

**Employee Life Insurance of \$30,000.00 per employee**

**Dependent Life Insurance of \$5,000.00 (optional)**

**Accidental Death & Dismemberment**

**Long Term Disability**

**An employee who participates in a medical plan through their spouse's employer may elect not to be covered through the corresponding Employer's medical plan, however participation in Employee Life Insurance, Accidental Death & Dismemberment and Long Term Disability are mandatory.**

19.02 Benefit contributions will not be paid to the employees in cash.

19.03 The Employer agrees to consult with the Union on benefit packages to be selected, however, the final decision shall rest with the Employer.

## **ARTICLE 20 - TERMINATION OF EMPLOYMENT, LAY-OFF AND RECALL**

20.01 Except in cases of discharge for cause, employees and the Employer shall give fourteen (14) calendar days notice of termination of employment.

20.02 An employee who is terminated or terminates upon the provision of notice shall receive his wages and vacation pay to which he is entitled at the time he leaves the Lodge.

20.03 An employee shall be considered to be terminated when:

- a) he 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.**
- b) does not return from leave of absence or vacation as scheduled unless notification could not reasonably be given;
- c) he has abandoned his position;
- d) **fails to return to work within seven [7] calendar days following notice of recall, unless through sickness or other just cause**

20.04 Lay-off and Recall

- a) **In the event it becomes necessary to reduce the number of permanent positions in the bargaining unit, the Employer shall provide a minimum of five (5) days written notice or five (5) days pay in lieu of notice, or the notice required by *Alberta Employment Standards*, whichever is higher to the regular full-time or regular part-time employees to be laid off.**
  - i) **Temporary and casual employees will be laid off prior to laying off regular employees.**
  - ii) **Temporary and casual employees do not accumulate seniority and the notice of lay-off as provided above does not apply to them.**
- b) **Lay-off shall be in reverse order of the bargaining unit-wide seniority provided remaining employees have the required knowledge, qualifications and abilities to perform the work available.**
- c) **A regular employee who is laid off shall remain on the recall list for a period of one (1) year from the date of lay-off or until the employee is recalled to work, whichever occurs sooner.**
- d) **Recall shall be in the order of seniority provided employees have the necessary knowledge, qualifications and ability to perform the work available.**
- e) **Employees laid off shall submit to the Employer their current address and telephone number, and shall keep the Employer informed of any changes to their contact information.** In the event that the Employer is unable to contact the employee **in person**, recall shall be by registered letter to the address provided by the employee.

- f) **An employee who is recalled to work shall be required to report to work within seven (7) working days of receiving notice of recall, unless through sickness or other just cause.**
- g) **An employee recalled for temporary or casual work or employment of short duration at a time when he is employed elsewhere, shall not lose his recall rights for refusal to return to work.**
- h) New employees will not be hired when employees are laid off for reasons of unavailability of work, when the laid off employed possess the necessary knowledge, qualifications and skill to do the work available.

## **ARTICLE 21 – POSTING OF POSITIONS, APPOINTMENTS AND PROMOTIONS**

**21.01** When a permanent vacancy occurs or a new position is created, the Employer shall notify the Union and post notice of the vacancy for a minimum of one week before permanently filling the vacancy. The posting shall contain the qualification, skills, existing shift schedule and current rate of pay of the position. The Employer may consider applicants from both outside and inside the bargaining unit and may advertise such vacancies. Where knowledge, qualification, and ability are **relatively** equal, bargaining unit seniority shall be the determining factor.

**21.02** When an employee is on an approved leave of absence for two (2) months or more, or is expected to be off for more than two (2) months, the Employer will post a temporary position for a minimum of one week to be filled until the return of the incumbent.

### **21.03 Probationary Period**

- a) **All new employees' hired into a permanent position shall be required to serve a probationary period the duration of which shall be a minimum of sixty-six (66) shifts.**

The probationary period may be extended upon mutual agreement of **the Employer** and the Union to a maximum of forty-four (44) additional shifts in order **for the Employer** to obtain a further assessment of the employee.

- b) **The Employer shall twice provide an evaluation, in writing, of each probationary employee, once during his probationary period and one prior to the completion of his probationary period.**
- c) **A probationary employee may be terminated at any time during the probationary period without recourse to the grievance procedure.**

## 21.04 Trial Period

**When a regular** employee is promoted or transferred **into a vacant position in a different classification** he shall serve a trial period of two (2) months. Upon successful completion of the trial period the employee shall assume the position on a regular basis. If the employee proves unsatisfactory **during the trial period**, the employee shall revert to a position equal to the one they previously held as soon as possible and other employees **shall** revert to their former positions as a result.

## ARTICLE 22 - JOB SECURITY

22.01 The Employer agrees that if employees in the bargaining unit would lose employment as a result of contracting out services provided by members of the bargaining unit:

- 1) Use his best efforts to encourage the contract service to give priority to hiring affected employees.
- 2) Lay off, rather than terminate, affected employees.

The Employer agrees to give sixty (60) **written** days notice of intention to contract out to affected employees **and the Union**.

## ARTICLE 23 - WORKERS' COMPENSATION

23.01 An employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive her basic rate of pay provided she assigns over to the Employer, on proper forms, the **monies** due from the Workers' Compensation Board for time lost due to accident. Employees shall only continue to receive their basic rate of pay for a period of one (1) month, after which time, only the Monies received from Workers' Compensation Board will be paid to the employee.

23.02 An employee receiving compensation benefits under Article 22.01 shall be deemed to be on Workers' Compensation leave and shall:

- a) Remain in the continuous service of the Employer.
- b) Cease to earn sick leave and vacation credits, but shall suffer no loss of sick leave credits or vacation entitlements which had already accrued prior to Workers' Compensation benefits commencing.

- c) Not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.
- d) Employees shall pay their share of benefit premiums to the Employer on a monthly basis in order to continue their coverage.

23.03 An employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- a) Capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days written notice of readiness to return to work. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave that is where the expected duration of the leave at the time of onset was less than fourteen (14) calendar days. The Employer shall then reinstate the employee in the same position they held immediately prior to the disability.
- b) Incapable of performing the duties of their former position, but is capable of performing the duties of another position, shall notify the Employer of their readiness to return to work. The Employer shall then reinstate the employee to a position for which they are capable of performing the work entailed, upon the occurrence of the first such available vacancy.
- c) Incapable of performing the duties of any position, Sick Leave, article 16, and Group Medical Benefits, article 19, shall apply. Eligibility for benefits will be determined in accordance with those articles.

23.04 The reinstatement of an employee in accordance with the Article shall not be construed as being in violation of the posting and/or scheduling provisions of this Agreement.

23.05 Any and all obligations of the Employer shall be negated should the employee fail to keep the Employer informed of the prognosis of their condition in writing on a monthly basis except for reasons acceptable to the Employer.

## **ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **24.01 Changes in Classification**

When the duties or volume of work in any classification are substantially changed or increased or when a classification not covered in Schedule A is established during the term of the Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or the rate of pay of the job in question, such dispute may be submitted to grievance and arbitration. The new rate shall be retroactive to the time the classification was first filled by an employee.

## ARTICLE 25 - GENERAL

### 25.02 Car Allowance

- a) When a **maintenance** employee is required **and authorized** to use their own vehicle for work purposes, the Employer shall pay **\$200.00** per month.
- b) When an employee, other than maintenance, is required and authorized to use their own vehicle for work purposes, the Employer shall pay **\$50.00** per month.

### 25.03 Mileage Allowance

Any employee who uses their own vehicle for authorized work purposes out-of-town shall receive from the Employer a mileage allowance per kilometer based on Board Policy and distance rates established by the Employer.

## ARTICLE 26 - TERMS OF AGREEMENT

### 26.01 Duration

This Agreement shall be binding and remain in effect from **January 1, 2012 to December 31, 2013** and shall continue from year to year thereafter unless either party gives the other party notice in writing of its desire to terminate or amend this Agreement; such notice shall be given not less than **sixty (60)** days and not more than **one hundred and twenty (120)** days preceding the expire of the term of this Collective Agreement. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

26.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lock-out arises.

### 26.03 Strikes, Lock-Outs and Picketing

The Union agrees that there will be no strikes during the life of this Agreement, and the Employer agrees that there will be no lock-outs during the life of this Agreement.

## ARTICLE 27 - RETROACTIVITY

27.01 An employee whose employment has terminated, except for termination under clause 20.03, prior to the date upon which this Collective Agreement is signed by the Employer, shall be eligible to receive retroactively any increase in salary which she would have received but for the termination of employment. Only upon submitting to the Employer, during the period between the expire date of the preceding Collective Agreement and one (1) month after the signing of this Collective Agreement a written application for such retroactive salary.

## ARTICLE 28 – NURSING HOME AND RELATED INDUSTRIES PENSION PLAN

28.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday
- ii) holiday pay, for the hours not worked
- iii) vacation pay
- iv) paid sick leave
- v) bereavement leave
- vi) jury duty
- vii) negotiations and grievance meetings

All other payments, premiums, allowances and similar payments are excluded. "Eligible employee" means all employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service **and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.**

28.02 Effective January 1, 2008, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the Employee pays the matching amount.

**The Employer shall contribute on behalf of all employees who would be eligible employees but for their age or their receipt of a pension from the Plan four percent (4%) of applicable wages to a fund of the employee's choice.**

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

**28.03** The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

**28.04** The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the costs of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

**28.05** The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the *Pension Benefits Act, R.S.O. 1990, Ch. P-8*, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

**The following information shall be provided to the Administrator of the Plan in electronic format.**

For further specificity, the items required for each eligible employee by Article 27.05 of the agreement are:

- i) To be provided once only a Plan commencement:
- Date of hire
  - Date of birth
  - Date of first contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

ii) To be provided with each remittance:

- Name
- Social Insurance Number
- Monthly remittance
- Pensionable earnings
- YTD pension contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To be provided once, and if status changes:


- Full address as provided to the Employer by the employee
- Termination date when applicable (MMDDYY)
- **Gender**
- **Marital Status**

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceed the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

**28.06** The Employer agrees to be bounded by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

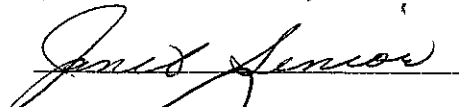
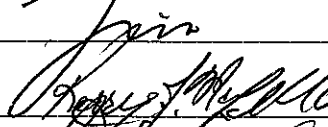
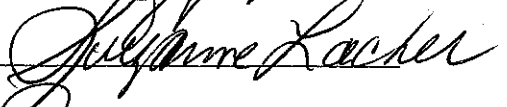
**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 715**

  
\_\_\_\_\_  
Judy Brennan  
\_\_\_\_\_  
Laurent  
\_\_\_\_\_

DATE

715 Drumheller & District Seniors Foundation  
Sunshine Lodge Collective Agreement Jan 1, 2012 – Dec 31, 2013

**SIGNED ON BEHALF OF THE  
DRUMHELLER AND DISTRICT  
SENIORS FOUNDATION  
(SUNSHINE LODGE)**

  
\_\_\_\_\_  
Janet Senior  
\_\_\_\_\_  
  
\_\_\_\_\_  
Rosemary McPherson  
\_\_\_\_\_  
  
\_\_\_\_\_  
Suzanne Lacher  
\_\_\_\_\_  
January 04, 2012  
DATE

**SCHEDULE "A"**

| <b>EFFECTIVE JANUARY 1, 2012 (2.50%)</b> | <b>Start Rate</b> |               | <b>Job Rate</b> |               |
|--|-------------------|---------------|-----------------|---------------|
| Maintenance Supervisor                   | \$22.18           |               | \$26.40         |               |
| Maintenance Worker II                    | \$15.53           |               | \$18.23         |               |
| Maintenance Worker I                     | \$17.75           |               | \$21.12         |               |
| Food Services Supervisor                 | \$19.98           |               | \$22.18         |               |
| Food Services Assistant II               | \$14.79           |               | \$16.14         |               |
| Food Services Assistant I                | \$15.86           |               | \$17.21         |               |
| Housekeeping Supervisor                  | \$19.98           |               | \$22.18         |               |
| Kitchen/Housekeeping Aides               | \$14.02           |               | \$15.21         |               |
|  | <b>Step 1</b>     | <b>Step 2</b> | <b>Step 3</b>   | <b>Step 4</b> |
| Health Care Aide                         | \$14.951          | \$16.252      | \$17.275        | \$18.748      |

| <b>EFFECTIVE JANUARY 1, 2013 (2.00%)</b> | <b>Start Rate</b> |               | <b>Job Rate</b> |               |
|--|-------------------|---------------|-----------------|---------------|
| Maintenance Supervisor                   | \$22.62           |               | \$26.93         |               |
| Maintenance Worker II                    | \$15.84           |               | \$18.60         |               |
| Maintenance Worker I                     | \$18.11           |               | \$21.54         |               |
| Food Services Supervisor                 | \$20.38           |               | \$22.62         |               |
| Food Services Assistant II               | \$15.09           |               | \$16.47         |               |
| Food Services Assistant I                | \$16.17           |               | \$17.55         |               |
| Housekeeping Supervisor                  | \$20.38           |               | \$22.62         |               |
| Kitchen/Housekeeping Aides               | \$14.30           |               | \$15.51         |               |
|  | <b>Step 1</b>     | <b>Step 2</b> | <b>Step 3</b>   | <b>Step 4</b> |
| Health Care Aide                         | \$15.250          | \$16.577      | \$17.621        | \$19.123      |

**LETTER OF UNDERSTANDING**

between

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 715  
(Hereinafter called the Union)

and

DRUMHELLER AND DISTRICT SENIORS FOUNDATION  
(Hereinafter called the Employer)

**RE: HEALTH CARE AIDE COURSE**

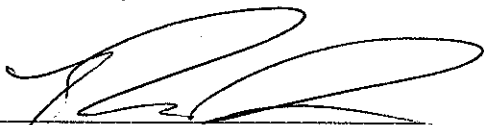
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It is agreed that the Employee shall be responsible for the full costs of the Health Care Aide course. Upon verification of successful completion of the Health Care Aide course the Employer shall reimburse half (1/2) of the full cost of the Health Care Aide course to the Employee.

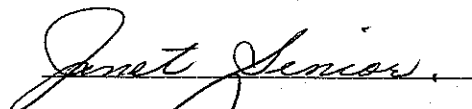
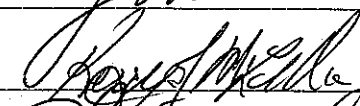
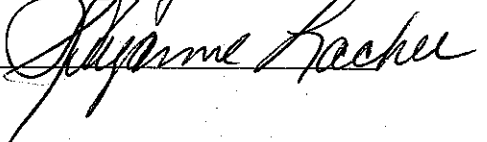
It is further agreed that the Employee shall register for the course within one (1) year of being in a Health Care Aide position and shall have one (1) year from the date of registration to complete the course.

SIGNED THIS 04 DAY OF January, 2012

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 715

  
\_\_\_\_\_  
Judy Derenault  
\_\_\_\_\_  
Lockett

SIGNED ON BEHALF OF THE  
DRUMHELLER AND DISTRICT  
SENIORS FOUNDATION  
(SUNSHINE LODGE)

  
\_\_\_\_\_  
Janet Senior  
\_\_\_\_\_  
  
\_\_\_\_\_  
Drumheller  
\_\_\_\_\_  
  
\_\_\_\_\_  
Suzanne Rachee