

COLLECTIVE AGREEMENT

BETWEEN

CROWSNEST PASS SENIOR HOUSING

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

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

January 1, 2010 to December 31, 2012

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This Agreement made this 1st day of January 2010

BETWEEN

CROWSNEST PASS SENIOR HOUSING

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

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

(hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1: PURPOSE OF THE AGREEMENT

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

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

ARTICLE 2: RIGHTS

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

- 2.02 Non-Discrimination Solicitation of Union membership will not be conducted during working time. Neither the Employer nor the Union will discriminate in any manner against any Employee because of membership or non-membership in the Union. The Employer agrees not to discriminate in any way against an Employee for Union activity, but such activity shall not be carried on during working time, except as specifically allowed by the provisions of this Agreement.
- 2.03 Union & Membership Rights The Union or its members shall have the right to have the assistance of a CUPE National Representative for the purpose of the Grievance Procedure, and for negotiations with respect to a renewal of this Collective Agreement.
- 2.04 Employees, upon reasonable notification, shall be permitted to view their official personnel files in the presence of an authorized representative of the Employer once in every calendar year, and, in the event of a grievance.

ARTICLE 3: RECOGNITION

- 3.01 Bargaining Unit The Employer recognizes the Canadian Union of Public Employees and its Local 812 as the sole and exclusive collective bargaining agent for all Employees of the Employer when employed at the Crownsnest Pass Senior Housing, excluding managerial and supervisory personnel, as provided in the Alberta Labour Relations Board Certificate #26-98, or amendments thereto.
- 3.02 No Permanent Full or Part-time Employee shall be laid off as a direct result of the Employer contracting out.
- 3.03 No Other Agreements No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives, which may conflict with the term of this Collective Agreement.

ARTICLE 4: UNION DUES & CHECK OFF

- 4.01 The Employer shall deduct from every Employee such Union dues, fees or assessments as levied by the Union on its members. Such deductions shall be made from each pay cheque and forwarded to the Secretary Treasurer of CUPE no later than ten (10) working days following said deductions.

The dues shall be accompanied by a list of names of Employees from whose wages deductions have been made.

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

ARTICLE 5: GRIEVANCE PROCEDURE

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

5.02 Settling of Grievances

No grievance shall be considered except under the following procedure.

5.03 Step I:

- a) An Employee who has a grievance shall first discuss the matter with the Chief Administrator Officer (CAO) or designate within ten (10) days of the date the Employee first became aware of, or reasonably should have become aware of the occurrence. The Employee shall have the right to be accompanied by a Shop Steward or Local Union Officer. The CAO or designate will advise the Employee and the Union of the decision within ten (10) days of the date the matter was first discussed.
- b) Policy and Group Grievances: Policy and Group Grievances which arise regarding the interpretation, application, operation or alleged violation of this Agreement shall commence at Step I, provided the grievance is submitted in writing, within ten (10) days of the date the Union first became aware of, or reasonably should have become aware of the occurrence prompting the grievance.

Step II:

If the grievance is not resolved under Step I above, the Union or the Employee concerned shall, within ten (10) days of the decision of the CAO or designate, forward the grievance in writing to the Board containing a complete and Full statement of the grievance pursuant to a specific clause of the Agreement and specifying the particular solution sought.

The Board shall render a decision in writing to the Union within ten (10) days of the receipt of the grievance. At the request of either party, a meeting between the Board Chair and the Grievor and a Local Union Officer or CUPE National Representative shall be held at this Step.

The date of receipt of the grievance by the Board shall mean the date it is received at Crowsnest Pass Senior Housing business office during regular office hours.

Step III: Arbitration

- a) If the Step II response is not acceptable to either party, the grievance may be referred to a Grievance Arbitration Board within twenty-one (21) days after receipt of the Step II response for final and binding settlement on all Parties.

- b) Either of the Parties may notify the other party in writing of its desire to submit the grievance to Arbitration, and the notice shall contain a statement of that grievance and the name of the first party's appointee to the Grievance Arbitration Board. The recipient of the notice shall, within ten (10) days inform the other party of the name of its appointee to the Grievance Arbitration Board. The two (2) appointees so selected shall, within ten (10) days, of the appointment of the second of them, appoint a third person who shall be Chairperson.
 - c) If the recipient of the notice fails to appoint an appointee within the time limit indicated above, the appointment shall be made by the Director of Mediation Services upon the request of either party. If the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Director of Mediation Service upon the request of either party.
 - d) The Grievance Arbitration Board shall hear and determine the matter and shall issue an award in writing, and the decision is final and binding upon the Parties and upon any Employee affected by it. The decision of the majority is the award of the Grievance Arbitration Board, but if there is no majority, the decision of the Chairperson governs and shall be deemed to be the award of the Grievance Arbitration Board.
 - e) The Parties may by mutual agreement elect Arbitration by a single Arbitrator under the provisions of the Alberta Labour Relations Code. If the Parties are unable to mutually agree to finalization by a single Arbitrator, the grievance shall be settled by a Grievance Arbitration Board as provided for above.
 - f) Each party to the difference shall bear the expense of its appointee to the Grievance Arbitration Board, and the two (2) Parties shall be equally expenses of the Chairperson.
- 5.04 Throughout this Article, the reference to "days" shall not include Saturdays, Sundays, or Named Holidays.
- 5.05 The time limits specified in the grievance procedure may be extended by mutual consent in writing between the Union and the Employer provided that such extension is requested prior to the expiry of the time allowed.
- 5.06 Should the initiator of the grievance fail to comply with any time limit in the Grievance Procedure, the grievance will be considered conceded and shall be abandoned. Should the recipient of the grievance fail to comply with any time limits in the Grievance Procedure, the grievance shall automatically move to the next Step on the day following the expiry of the particular time limit.
- 5.07 Facilities for Grievances
The Employer shall supply the necessary facilities for joint grievance meetings.

ARTICLE 6: SENIORITY

- 6.01 Seniority Defined Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority is accumulated during Workers' Compensation leave, sick leave paid by the Employer, Maternity and Parental Leave. Seniority is not accumulated during periods of lay-off or unpaid leaves in excess of thirty (3) calendar days. Seniority shall operate on a bargaining unit-wide basis.
- 6.02 An Employee's seniority shall be adjusted to reflect any period during which seniority is not accumulated. No seniority shall be acquired by Probationary Employees. Upon completion of the probationary period, an Employee's seniority shall be made retroactive to the date of hire (with the exception of Relief Employees whose seniority will be adjusted as per Article 6.03).
- 6.03 Seniority List The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. If two or more Employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

Seniority status and accrual will be granted to all Employees (Permanent and Relief) upon successful completion of the probation period (nine hundred and seventy-six (976) hours worked) from date of hire. Accrual of seniority for Relief Employees will be based on actual hours worked from date of hire.

- 6.04 The seniority of an Employee shall be lost, and all rights forfeited, and there shall be no obligation to rehire when the Employee:
- a) Resigns, in writing, or otherwise terminates his service by voluntary act, or
 - b) Is discharged for just cause and is not reinstated; or
 - c) Fails to return to work upon expiration of leave of absence, or
 - d) Is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was to reasonably possible, or
 - e) Is laid off for a period in excess of twelve (12) months, or
 - f) Fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so. It shall be the responsibility of laid off Employees to keep the Employer informed of their current address.

ARTICLE 7: LAYOFF & RECALL

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

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

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

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

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

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

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

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

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

ARTICLE 8: PROMOTIONS & TRANSFERS

- 8.01 When making promotions it is understood that the factors to be considered shall be: ability, qualifications, performance and seniority. In the event that two (2) or more applicants for a promotion are of equal ability, qualifications and performance, the Employer shall give preference to the Employee with the greater seniority. However, in the event that there are no applicants possessing an acceptable level of ability, qualifications and performance, the Employer reserves the right to fill the vacancy from any source.
- 8.02 When an Employee is temporarily assigned to a work classification either higher or lower than their current classification, they shall continue to retain the wage rate for their current classification or the rate of the job to which they are transferred, whichever is higher for the period of the temporary assignment. Transfers to another classification shall not be longer than ten (10) working days unless the vacancy is posted and filled in accordance with subsection 8.01.
- 8.03 New positions, Permanent vacancies, and Permanent Full-time positions that are to be temporarily vacant for periods in excess of ninety (90) calendar days shall be posted on all bulletin boards for a minimum of five (5) working days prior to the closing date. Anyone interested in applying for the position must submit an application. Employees who are selected to fill Permanent Full-time positions on a temporary basis shall return to their former positions at the end of the temporary assignment.
- 8.04 When a vacancy occurs and the Employer decides not to post and/or fill said vacancy a letter shall be sent to the Union within five (5) days of the vacancy occurring.
- 8.05 The successful applicant for a posted position, and the Union, shall be notified of the Employer's decision within fourteen (14) calendar days after the closing date of the Posting. The period within which the notification is to be given may be extended by mutual agreement and such agreement may not be unreasonably withheld.
- 8.06 An employee who is the successful applicant of a posting shall be considered to be on a trial period in her new position for four hundred and eighty (480) hours worked or sixty (60) shifts worked, whichever occurs first, in which to demonstrate the ability to fill the new position satisfactorily. During the trial period, the employee may either:
- a) Return to the Employee's former position at the Employee's request,

or

- b) Be returned to their former position by the Employer, if unsuitable, without loss of seniority at their former rate of pay.

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

An Employee who is the successful applicant of another positing before completing her probationary period shall be required to complete a new probationary period commencing on the date of transfer into the new position.

ARTICLE 9: EMPLOYMENT DEFINITIONS

9.01 Permanent Full-time Employees: An Employee who is scheduled to work the hours specified in Article 10: Hours of Work, and who has successfully completed the required probationary period.

9.02 Permanent Part-time Employees: An Employee who is hired for regular scheduled shifts but whose hours of work are less than those specified in Article 10: Hours of Work, and is entitled to all provisions of this Collective Agreement on a pro-rata basis (based on regular hours worked during regularly scheduled shifts).

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

Part-time Employees shall be eligible for such additional hours provided said hours fall on the Employee's regular scheduled days off and provided the Employee has received pay for the previous ten (10) scheduled work days.

The basic rate of pay will prevail for additional hours of work assigned to a Part-time Employee beyond their scheduled hours provided:

- a) The Employee accepts their assignment;
- b) The hours worked do not exceed eight (8) hours per day;
- c) The hours of work do not exceed eighty (80) hours over a period of fourteen (14) calendar days;
- d) The Part-time Employee does not work in excess of six (6) consecutive days without days off.

When a Part-time Employee accepts additional hours as per the preceding conditions, their schedule shall not be considered to have been changed and, therefore, Article 10.03 (a) does not apply.

e) The Parties agree and understand that the pro-rata for Part-time Employees on Health Benefits is based on the regular scheduled shifts.

9.03 Probationary Employee New Employees will serve a probation period of nine hundred and seventy-six (976) hours worked. A review of a Probationary Employee's progress shall be conducted at approximately the mid-point of the probationary period and the Employee shall be advised of the results of the review.

During the probation period, the Employer has the sole right to terminate the employment of the probationary Employee and such termination shall be subject to grievance up to the Board level, whose decision shall be final and binding.

9.04 Relief Employee A Relief Employee is employed to fill a position made temporarily vacant as a result of the absence of a Permanent Employee. The following provisions of the Collective Agreement shall not apply to Relief Employees:

- Article 10 Hours of Work – Except Clauses 10.03 (b), 10.04, 10.05, 10.06 and 10.07
- Article 11 Overtime – Except Clause 11.02
- Article 12 Statutory Holidays – Except Clause 12.01
- Article 13 Annual Vacation – Except Clause 13.08
- Article 14 Sick Leave
- Article 15 Leaves of Absence
- Article 20 Health Benefits
- Article 21 Local Authorities Pension

Relief shifts will be distributed in an equitable manner between Relief and Part-time Employees.

ARTICLE 10: HOURS OF WORK

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

10.02 All Permanent Full-time Employees shall work eight (8) hours per day, exclusive of a one-half (1/2) hour unpaid lunch break.

Shift schedules for Permanent Full-time Employees shall:

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

Notwithstanding 10.02, when the Employee is required to be readily available they shall receive the meal break at the basic rate of pay.

- 10.03
- a) Employees who do not receive seven (7) calendar days notice of a shift change shall receive pay at the overtime rate for the first shift worked thereafter.
 - b) Employer shall provide ten and one-half (10½) hours rest between shifts, and failure to provide same shall constitute payment at the overtime rate for the first shift worked following the failure to provide the required rest period.
 - c) Employees working a night shift shall not be considered to have had a day off on the day in which they completed their last shift (i.e., the last day worked was 7:00 a.m., Monday – then Tuesday is the first day off).
 - d) Employees will be permitted to exchange a shift with another Employee not more than two (2) times per month, provided the Manager is given a minimum of two (2) days notice in writing. No third party swaps will be permitted.

For clarification purposes, an exchange of shifts between two (2) Employees will be considered and counted as being one (1) exchange for each person involved. If a shift exchange is in violation of the Collective Agreement or Employment Standards Code, no grievance or complaint will be filed as a result of a shift exchange.
 - e) In the event of a fire, flood, earthquake or other emergency, the Employer may cancel a shift or shifts without notice and without penalty payment.
 - f) For the purposes of this clause, the term “shift” shall mean a regularly schedule shift that is worked at straight time.

10.04 Employees working the 3:00 p.m. to 11:30 p.m. or 11:00 p.m. to 7:00 a.m. shift shall be paid the following in addition to their regular hourly wage:

Shift Differential:	February 1, 2010.....	.60¢ / per hour
	April 1, 2010.....	.75¢ / per hour
	April 1, 2011.....	\$1.00 / per hour

10.05 Employees working between 3:00 p.m. Friday to 7:00 a.m. or Monday, shall be paid the following during that period in addition to their regular hourly rate plus any other differential.

Weekend Differential:	February 1, 2010.....	.75¢ / per hour
	April 1, 2010.....	\$1.00 / per hour
	April 1, 2011.....	\$1.25 / per hour

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

10.07 Notwithstanding the provisions of Articles 10 and 11, when Employees are required by the Employer to attend: staff meetings, fire drills, first aid training or other form of training arranged by the Employer at the Lodge or other such location as the Employer may determine, and the training occurs outside of the Employees' regular working hours, they will receive their basic rate of pay at straight time for all hours required, with a minimum of three (3) hours of pay at the statutory minimum wage rate.

10.08 Standby: Employees who are required to be on-call or a weekend (Standby) shall receive two (2) hours regular pay for Saturday and two (2) hours regular pay for Sunday.

ARTICLE 11: OVERTIME

11.01 Overtime for Permanent Full-time & Permanent Part-time Employees

- a) Overtime on regular work days in excess of eight (8) hours shall be paid at the rate of time and one-half (1½) for the first three (3) hours, and double (x2) time thereafter.
- b) Employees required to work on regular days off shall be paid time and one-half (1½) for the first three (3) hours so worked, and double (x2) time thereafter, except those additional hours as provided for in Clause 9.02.

- c) Employees required to work on Statutory Holidays shall be paid time and one-half (1½) for all hours worked, plus straight time pay for the holiday, as provided in Article 12.01.
- d) Call Back Employees called out and/or back to work outside of their regular and/or daily hours of work shall be paid at the applicable overtime rate, but nevertheless shall be guaranteed a minimum of four (4) hours pay at the Employee's regular rate.
- e) Maintenance personnel will be permitted to bank overtime to a maximum of forty (40) hours. All other overtime will be paid.

11.02 Overtime for Relief Employees

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

ARTICLE 12: STATUTORY HOLIDAYS

12.01 The following shall be considered paid statutory holidays:

New Years Day	Canada Day	Remembrance Day
Family Day	1 st Monday in August	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

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

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

- a) Have worked the last regular scheduled working day prior to the holiday and the first regular scheduled day following the holiday, unless the Employee was absent due to illness or approved leave of absence.
- b) Have worked thirty (30) days in the twelve (12) months preceding the holiday.

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

12.04 Permanent Employees who receive premium hours pursuant to Clause 11.01(c), shall have the opportunity to bank the premium hours to a maximum of twenty-four (24) hours in a year for subsequent mutually agreed time off. Any banked hours not used or approved will be paid on the December final pay cheque.

ARTICLE 13: ANNUAL VACATION

13.01 Permanent Full-time and Permanent Part-time Employees shall receive paid annual vacation as follows:

- After one (1) year of permanent employment two (2) weeks
- After three (3) years of permanent employment three (3) weeks
- After seven (7) years of permanent employment four (4) weeks
- After eleven (11) years of permanent employment five (5) weeks
- After twenty-two (22) years of permanent employment six (6) weeks

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

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

13.04 All annual vacation requests shall be received by the administration prior to the 30th of April in any calendar year, at which time a preliminary schedule shall be posted. Changes to this schedule shall not be unreasonably withheld on written application to the administration fourteen (14) days prior to the posting of the timesheet. Vacation entitlement shall be adjusted to the Employee's anniversary date of Permanent employment at which date the Employee will be notified, in writing, of vacation entitlement.

13.05 A vacation list shall be made available to the staff as early as is practical in the New Year, stating vacation hours taken in the previous twelve (12) months, and vacation days entitlement available for the current year.

13.06 Employees on layoff, leave of absence, unpaid sick leave, or strike or lockout, shall not continue to accrue annual vacation entitlement; however, upon return to work shall have any prior credits reinstated.

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

13.08 Relief Employees shall receive vacation pay in lieu of annual vacation entitlement pursuant to the provisions of the Employment Standards Code.

ARTICLE 14: SICK LEAVE

- 14.01 Sick leave is defined as a form of insurance against illness, quarantine by a medical health officer or because of an accident for which compensation is not payable under the Workers' Compensation Act. Sick leave cannot be utilized by Employees taking scheduled vacation under Article 13, except as a result of emergency hospitalization.
- 14.02 All Permanent Employees shall accumulate sick leave at the rate of one and one-half (1½) hours for each thirty-two (32) hours worked to a maximum credit of seven hundred and twenty (720) hours.
- 14.03 The Employer agrees to provide each Employee, upon request, a statement of sick days used and the amount remaining to their credit.
- 14.04 The Employer may require acceptable proof of illness including, but not limited to a letter from a qualified physician for any single illness in excess of three (3) consecutive working days. The Employer, after giving written notification, may require an Employee to produce acceptable proof of illness for all claims on illness. Such notification by the Employer shall state the reason for the notice and same shall be subject to grievance where the Employee disagrees. This notice, given by the Employer, shall not extend longer than six (6) consecutive months from the date of notice.
- 14.05 Employees on layoff, leave of absence, strike or lockout, shall not continue to accrue sick leave benefits; however, upon return to work shall have any prior credits reinstated.
- 14.06 The Parties to this Agreement shall continue payment to Employment Insurance sick benefits at all times.

ARTICLE 15: LEAVE OF ABSENCE

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

15.02 Leave of absence, in order to carry out responsibilities incurred by the demise of a relative, may be permitted at the discretion of the manager. Where the manager is satisfied that the request is a legitimate one, it will be permissible to grant leave of absence with pay as follows:

a) Up to but not exceeding five (5) consecutive working days in the event of the death of one (1) of the following:

Mother	Husband	Father
Wife	Brother	Common-Law Spouse
Sister	Child	

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

Guardian	Foster Child	Mother-in-Law
Father-in-Law	Grandparents	Grandparents of Spouse
Grandchild		

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

15.03 Any Employee requested to be a pallbearer shall be given time as required up to one (1) day leave of absence with pay.

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

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

15.06 A maximum of two (2) Employees may be permitted time off with pay up to two (2) hours to attend funeral service for the death of a lodge resident, provided such services are held within the Municipality of Crowsnest Pass.

15.07 Permanent Full-time Employees shall be entitled to a maximum of one day of leave without pay per month for personal reasons provided that a qualified Relief Employee is available to replace the Employee taking the leave.

ARTICLE 16: PAY DAYS

16.01 Employees shall be given a mid-month advance on the 15th of each month, and where this falls on a Saturday or Sunday pay day will be the previous Friday. Regular pay showing all deductions shall be on the 1st of each month, and where this is a Saturday or Sunday pay day shall be the following Monday.

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

ARTICLE 17: HEALTH & SAFETY

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

17.02 Union/Employer Health & Safety Committee A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. The Health and Safety Committee shall hold meetings as requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices, and to improving existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

ARTICLE 18: WAGES

18.01 Wages, as attached and listed in Schedule 'A', form part of this Collective Agreement.

ARTICLE 19: CLASSIFICATION

19.01 The Employer will advise the Union within fourteen (14) days of any changes in existing Classifications and the establishment of new classifications. The wage scale for new or changed classifications will be negotiated with the Union, but such negotiations shall not delay the implementation of the new classification. Wages shall be as per Schedule 'A'.

ARTICLE 20: HEALTH BENEFITS

Effective April 1, 2010:

20.01 The Employer agrees to provide the following benefits on a cost-share basis:
Seventy-five percent (75 %) Employer paid; Twenty-five percent (25%) Employee paid

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

20.02 Employer premiums for Part-time Employees shall be pro-rated based on the hours worked in comparison to Full-time Employees.

20.03 Employees on a leave of absence shall not be entitled to any premium contributions during the period of leave. Employees wishing to maintain their coverage may do so, providing they pre-pay One Hundred percent (100%) of the premium costs each month in advance.

ARTICLE 21: LOCAL AUTHORITIES PENSION

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

ARTICLE 22: CLOTHING ALLOWANCE

22.01 The Employer agrees to provide the necessary protective clothing for all Employees working in the kitchen and maintenance. The type and quantity to be determined in discussions between the Manager and staff.

ARTICLE 23: VEHICLE ALLOWANCE

23.01 Any Employee required to use their personal vehicle for work related purposes shall be paid mileage at the current rate established by Board Policy.

ARTICLE 24: FIRST AID & TRAINING

- 24.01 The Employer agrees to make available the opportunity for Employees to enrol in a First Aid Course defined under Occupational Health and Safety Legislation, and approved by the Employer. Approved fees will be paid by the Employer. If an Employee fails to successfully complete the course, cost of the course shall be reimbursed to the Employer by payroll deduction.
- 24.02 The Employer agrees that all Employees shall receive a minimum of one (1) day training on each shift prior to the Employee being required to work alone on a particular shift.
- 24.03 All Employees shall provide a Canada Police Certificate prior to commencement of employment with the Employer.
- 24.04 Unless an Employee has completed the Medication Assistance Program training, they shall not be required to dispense medications to residents.

ARTICLE 25: MATERNITY LEAVE

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

ARTICLE 26: COMPASSIONATE CARE BEEFITS

- 26.01 Permanent Employees who receive Compassionate Care Benefits pursuant to the provisions of the Employment Insurance Compassionate Care Benefits Plan shall be entitled to leave of absence without pay for the period(s) of time stipulated under the plan.

ARTICLE 27: WARNINGS, SUSPENSIONS OR DISMISSALS

- 27.01 When an Employee is to be warned, suspended or dismissed they shall have the right to have a Union Representative present. Such warning, suspension or dismissal shall be in writing. A copy of such document shall be sent to the Union Representative.

Any warning, suspension, or dismissal letter that is the subject of a grievance shall be removed from an Employee's file if a grievance is filed and won by the Union, or upon expiration of twenty-four (24) months from the date of such letter if requested by the Employee, provided no further disciplinary letter have been issued.

ARTICLE 28: NO DISCRIMINATION / HARASSMENT

- 28.01 The Employer or the Union shall not at any time discriminate against any Employee on account of creed, colour, nationality, ancestry place of origin, political beliefs, gender, sexual preference, age, marital status or because of their connection with trade Union organizations.
- 28.02 The Employer and the Union acknowledge a shared responsibility to prevent harassment and promote a safe, abuse-free working environment.
- 28.03 The Parties to this agreement agree that this article shall be administered under the Employers Policy – Workplace Violence, Harassment and Sexual Harassment Policy, Policy Number 6.80 and is subject to the grievance procedure.
- 28.04 The Union shall be made aware, in writing, of any changes to the policy.

ARTICLE 29: LABOUR/MANAGEMENT COMMITTEE

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

The Committee shall consist of two (2) Management Employees and two (2) Union Representatives.

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

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

ARTICLE 30: TERM OF AGREEMENT

30.01 This Agreement shall be in full force and effect from date of signing and continue in full force and effect to the 31st day of December 2012, and from year to year thereafter, as hereinafter provided. The Pay Schedule “A” shall be in effect from January 1, 2010.

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

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

Dated this ____ day of _____ 2010

<p>SIGNED ON BEHALF OF: CROWSNEST PASS SENIOR HOUSING</p> <hr/> <hr/> <hr/> <hr/> <hr/>	<p>SIGNED ON BEHALF OF: CANADIAN UNION OF PUBLIC EMPLOYEES, Local 812</p> <hr/> <hr/> <hr/> <hr/> <hr/>
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SCHEDULE "A" – WAGES

There will be a Start Rate and a Job Rate for each classification. The Start Rate shall be fifty cents (\$.50) below the Job Rate and will be effective during an Employee's probationary period, as set forth in Article 9.03.

CLASSIFICATION	JANUARY 1, 2010 (3%)	JANUARY 1, 2011 (3%)	JANUARY 1, 2012 (3%)
COOKS:			
FOOD SERVICES SUPERVISOR	\$20.18	\$20.78	\$21.41
JOURNEYMAN	\$17.57	\$18.10	\$18.64
WITHOUT TRADE QUALIFICATIONS	\$17.40	\$17.92	\$18.46
DOMESTIC AIDES	\$13.54	\$13.95	\$14.37
MAINTENANCE	\$20.00	\$20.60	\$21.22
PERSONAL CARE WORKERS:			
RESIDENT CARE SUPERVISOR	\$19.60	\$20.19	\$20.79
TRAINED & QUALIFIED	\$16.93	\$17.44	\$17.96
TRAINEE	\$16.24	\$16.73	\$17.23
ACTIVITIES COORDINATOR	\$16.93	\$17.44	\$17.96

Effective January 1, 2012, notwithstanding Article 27; Term of the Agreement, the Parties agree that only Schedule "A" Wages may be opened up for negotiations by either Parties should the Canadian Price Index (CPI) as of January 2012 for the year 2011 be greater than 3%.

LETTER OF UNDERSTANDING #1 – JOB SHARING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

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

(hereinafter referred to as the "Union")

AND

CROWSNEST PASS SENIOR HOUSING

(hereinafter referred to as the "Employer")

RE: JOB SHARING

The Union and the Employer agree to investigate the feasibility of instituting "Job Sharing" on a limited basis, provided such arrangements are mutually acceptable to the affected Employees, the Employer, and the Union.

Dated this ____ day of _____ 2010

<p>SIGNED ON BEHALF OF: CROWSNEST PASS SENIOR HOUSING</p> <hr/> <hr/> <hr/> <hr/> <hr/>	<p>SIGNED ON BEHALF OF: CANADIAN UNION OF PUBLIC EMPLOYEES, Local 812</p> <hr/> <hr/> <hr/> <hr/> <hr/>
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LETTER OF UNDERSTANDING #2 – RECOGNITION

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

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

(hereinafter referred to as the "Union")

AND

CROWSNEST PASS SENIOR HOUSING

(hereinafter referred to as the "Employer")

RE: RECOGNITION

The Parties to this agreement acknowledge the Bargaining Agent as CUPE Local 812 for all Employees employed at the York Creek Lodge, Westwind Apartments and Tecumseh Mountain Manor and will jointly approach the Alberta Labour Board to amend Certificate #26-98.

Dated this ____ day of _____ 2010

<p>SIGNED ON BEHALF OF: CROWSNEST PASS SENIOR HOUSING</p> <hr/> <hr/> <hr/> <hr/> <hr/>	<p>SIGNED ON BEHALF OF: CANADIAN UNION OF PUBLIC EMPLOYEES, Local 812</p> <hr/> <hr/> <hr/> <hr/> <hr/>
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LETTER OF UNDERSTANDING #3

– NEW POSITIONS AT ALL FACILITIES OF CROWSNEST PASS SENIOR HOUSING
BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

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

(hereinafter referred to as the "Union")

AND

CROWSNEST PASS SENIOR HOUSING

(hereinafter referred to as the "Employer")

RE: NEW POSITIONS AT ALL FACILITIES OF CROWSNEST PASS SENIOR HOUSING

Currently CUPE Local 812 is certified as the bargaining agent for a group of Employees at Crowsnest Pass Senior Housing described in Certificate #26-98 as "all Employees of York Creek Lodge".

The Employer, Crowsnest Pass Senior Housing, operates a number of facilities in Crowsnest Pass including York Creek Lodge, Westwind Apartments and Tecumseh Mountain Manor.

The Employer is desirous of staffing the other facilities under the current Collective Agreement of CUPE Local 812, thus making CUPE Local 812 the bargaining agent for those employees of those sites as well. The Employer has posted and filled a position for Domestic Aide Housekeeper under the current Collective Agreement.

Both Parties agree that all Employees will be covered by the current Collective Agreement. Job descriptions will be the same as currently outlined with Crowsnest Pass Senior Housing. Positions will be site specific with the exception of the current position of Maintenance Worker, as this position will be responsible for all three (3) sites.

The incumbent for the Maintenance position at York Creek Lodge will receive his full complement of holidays based on his years of service to the Crowsnest Pass Senior Housing, and that he will serve the normal probationary period under the Collective Agreement as he is a new hire to York Creek Lodge.

All rights and provisions of the CUPE Local 812 Collective Agreement shall apply including wages and benefits. Seniority will be recognized bargaining unit wide. Job postings will be as per the process outlined in the Collective Agreement. If an employee is to travel, than mileage will be paid as per Board Policy.

It is understood by both Parties that, at the time of next negotiations this Letter of Understanding will be incorporated and reflected in the Collective Agreement.

Dated this ____ day of _____ 2010

<p>SIGNED ON BEHALF OF: CROWSNEST PASS SENIOR HOUSING</p> <hr/> <hr/> <hr/> <hr/>	<p>SIGNED ON BEHALF OF: CANADIAN UNION OF PUBLIC EMPLOYEES, Local 812</p> <hr/> <hr/> <hr/> <hr/>
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