

Collective Agreement

between

Pioneer Lodge (Lloydminster, Alberta)

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

-and-

The Canadian Union of Public Employees, Local 2114

(hereinafter referred to as the "Union")

Term: November 1, 2012 – February 29, 2016

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-and-

The Canadian Union of Public Employees, Local 2114

(hereinafter referred to as the "Union")

PURPOSE

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

1. Define the relationship between the Pioneer Lodge and its Employees and the Union;
2. Outline the working conditions, rates of pay, and benefits, which have been agreed to through collective bargaining;
3. Establish procedures for the equitable settlement of grievances, as defined in Article 11 of this agreement, which may arise.

ARTICLE 1 – SCOPE

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

Cook
Dietary Aide
Housekeeping Aide
Laundry Aide
Activity Aide

ARTICLE 2 – RECOGNITION AND UNION SECURITY

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for the Employees covered by this Agreement.
- 2.02 The Union recognizes the responsibility of its members to perform their respective duties for the said Employer and at all times to carry out their individual responsibilities according to the regulations, methods and procedures established by the Employer.
- 2.03 No Employee shall be required to make any written or verbal agreement, which may conflict with the terms of this Collective Agreement.
- 2.04 The Employer shall deduct by payroll deduction, from every Employee covered by Alberta Labour Relations Board Certificate #375-2000, union dues as levied by the Union. Dues shall be deducted at the end of each pay period and shall be forwarded to the Secretary-Treasurer of the Local Union or to such party as is agreed upon by the Local and the Employer not later than the fifteenth (15th) day of the month following. Dues shall be accompanied by a list containing the names of all Employees from which dues have been deducted, their date of hire, the amount of dues deducted, the regular wage rate or salary, and the classification of each Employee. In the event that dues are forwarded to a party other than the Local Secretary-Treasurer, The Employer shall forward two (2) copies of the list, one to the Local Secretary-Treasurer and one with the dues cheque.
- 2.05 The Employer will note any Union dues deducted, on T-4 slips issued for Income Tax purposes.
- 2.06 At least fifty (50%) percent of the total number of members of the Union's Bargaining Committee shall be current Lodge Employees.
- 2.07 (a) The Employer will recognize a Shop Steward who is a current Employee of the Lodge as having the authority to act on behalf of other Employees. The names of Shop Stewards will be supplied in writing to the Employer before they are recognized as Shop Stewards.
- (b) Union Officers will be recognized as Shop Stewards for the purpose of this Article.
- (c) The Employer agrees that the Shop Steward shall not be hindered, coerced or interfered with in any way in the performance of the Shop Steward's function while investigating disputes and presenting adjustments. Shop Stewards shall suffer no loss of pay for time spent performing these duties. The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer and that the Shop Steward will not leave work during working hours except to perform Shop Steward duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave work without obtaining the permission of the Shop Steward's supervisor, and such permission shall not be unreasonably withheld.

- (d) Shop Stewards shall suffer no loss in pay for time spent on the Employer's premises in performing their duties as Shop Stewards.

ARTICLE 3 – NO DISCRIMINATION

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

ARTICLE 4 – MANAGEMENT RIGHTS

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

ARTICLE 5 – COMPLEMENT OF EMPLOYEES

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

ARTICLE 6 – DEFINITION OF EMPLOYEE

6.01 Full-Time Employee

A regular full-time Employee is one who:

- a) Is employed on a continuing basis;
- b) Works a regular schedule of an average of thirty-eight (38) to forty (40) hours per week over a four (4) week period;

- c) Is entitled to all the benefits under the terms of this Collective Agreement;
- d) Has completed the probationary period specified in Article 7.01

6.02 Part-Time Employee

A regular part-time Employee is one who:

- a) Is employed on a continuing basis;
- b) Is scheduled to work less than the hours of work described in Article 6.01;
- c) Is required to work her/his scheduled shifts unless authorized to be absent by the employer;
- d) Is entitled to benefits as they are specifically provided for part-time Employees under the terms of the Collective Agreement;
- e) Has completed the probationary period specified in Article 7.01.

6.03 Casual Employee

A casual Employee is an Employee who:

- a) Is employed in a position other than a full-time or part-time position;
- b) Has no guaranteed number of hours, but retains the right to stipulate the days they are available for work, before a schedule is posted. Hours assigned to casual Employees shall not affect the number of hours of work of a regular full-time or part-time Employee.

- c) The following articles of the Collective Agreement shall apply to casual Employees:

- No Discrimination
- Management Rights
- Job Classifications
- Definition of Employee
- Complement of Employees
- No Strike or Lockout
- General Holidays
- Annual Vacations
- Hours of Work and Overtime
- Previous Agreements
- Duration of Agreement
- Union Security
- Legislation and Other Information
- Wage grid-including progression through the steps

- d) Casual Employees will be given the opportunity to apply for vacancies posted under the provisions of Article 8.

- e) The Employer agrees to comply with any other applicable legislation with respect to the employment of casual Employees.
- f) Casual Employees claiming to have been improperly paid for General Holidays, Annual Vacations, or hours worked, shall seek adjustment through the Administrator. Failing satisfactory adjustment through the Administrator, they shall have the right to have the matter heard by the Board of Management.

ARTICLE 7 – SENIORITY AND PROBATION

- 7.01 A new full-time or part-time Employee shall be on probation for a combined (exclusive of lay off) working period of four (4) months or the equivalent number of hours worked for part-time Employees, without a break of service as per Article 7.05. Upon completion of the prescribed period, seniority shall be established retroactive to the last date of hire.
- 7.02 During the probationary period, an Employee may be terminated and that Employee shall have no right of recourse to the grievance procedure.
- 7.03 Probationary Employees are not eligible for the benefits of this agreement and do not accumulate seniority. However, once Employees have completed the probationary period, seniority shall be established retroactive to date of hire.
- Upon completion of the probationary period and upon the production of the receipt, Employees shall be reimbursed the cost of their Criminal Record Check.
- 7.04 Seniority shall be the total accumulated length of service of an Employee since the Employee's last date of hire without a break in seniority as addressed in Article 7.05. Accumulation of seniority shall be based on hours worked.
- 7.05 Seniority shall be broken and the Employee considered terminated when:
- a) An Employee is dismissed by the Employer for just cause and not later reinstated;
 - b) An Employee voluntarily leaves the service of the Employer;
 - c) An Employee fails to report to work after completion of leave of absence;
 - d) An Employee fails to report to work on recall after lay off;
 - e) An Employee has been continually laid off due to lack of work for a period of twelve (12) months.
- 7.06 An Employee absent due to an unpaid leave of absence, granted under Article 13.01, shall not accumulate seniority, but shall have her/his seniority frozen at her/his last day of work.

- 7.07 The Employer agrees to post an up to date seniority list by February 1st of each year. Such a list will include the accrued seniority of each Employee up to December 31st of the previous year. A copy of the seniority list shall be forwarded to the Union.

ARTICLE 8 – POSTING OF VACANCIES

- 8.01 All regular full-time vacancies or newly established regular full-time positions shall be posted on the bulletin board and Employees have seven (7) working days in which to make written application for such vacancies.
- 8.02 Where a regular part-time Employee is to be hired as a replacement or in addition to the compliment of regular part-time Employees, the vacancy will be posted in a similar manner.
- 8.03 Vacancies or new positions within the scope of this Agreement shall be filled on the basis of demonstrated ability, qualifications and general suitability, as determined by the Employer, to perform the work satisfactorily. Where demonstrated ability, qualifications and general suitability, as determined by the Employer are equal, the senior applicant shall be awarded the position. Applications from current Employees will be given first consideration upon closing the posting/advertising of a position.
- 8.04 Any Employee promoted to a new classification as provided in Article 8.03 shall be on a trial period of three (3) months. During this period the Employee may be returned by the Employer to her/his former classification if she/he is not satisfactorily performing the job as determined by the Employer or if the Employee is unsatisfied with the new classification.
- 8.05 The Employer will notify the unsuccessful applicants.

ARTICLE 9 – NOTICE OF TERMINATION OR LAY OFF OF AN EMPLOYEE

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

ARTICLE 10 – LAY OFF AND RECALL

- 10.01 When full-time and part-time Employees are to be laid off or recalled from lay off, seniority shall prevail provided however the senior Employee has the qualifications, demonstrated ability and general suitability, as determined by the Employer to handle the work to be performed.
- 10.02 When the Employer recalls a full-time or part-time Employee, for normal duties, the Employer shall forward a registered letter to the Employee who has been laid off addressed to the Employee's last known address. The Employee concerned must notify the Employer within ten (10) days of the mailing of such letter, such letter shall be deemed to have been delivered to the Employee five (5) days after the date of mailing stating her/his acceptance or refusal of the employment offered.

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

ARTICLE 11 – GRIEVANCE PROCEDURE

It is the mutual desire of the parties that a complaint of an Employee shall be resolved as promptly as possible. It is understood that an Employee has no grievance until the Employee has first discussed the complaint with the immediate supervisor without satisfactory resolve.

If a concern has not reached a satisfactory resolve after discussion with the immediate supervisor, then the Employee may file a grievance in accordance with the procedure outlined below.

A grievance shall be defined as any dispute between the Employer and any Employee(s) regarding the interpretation, meaning, operation or application of this Agreement or a matter where an Employee alleges to have been unjustly dismissed except a probationary employee as defined in Article 7.02.

Any grievance submitted shall be in writing, be signed by the grievor(s) shall specify the Article and section of the agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation and the redress or adjustment requested.

The Employer acknowledges the right of the grievor to be represented by the Union in meetings with the Employer at any step of the grievance procedure.

Time limits specified in this Article are mandatory and may only be extended by the written agreement of the Employer and the Union.

Working days for the purpose of this Article shall be Monday through Friday, exclusive of General Holidays.

Step 1

The aggrieved Employee(s) with the Steward present, if the Employee desires, shall present a written grievance to the immediate supervisor of the Employee. If an adjustment satisfactory to the Employee concerned is not made within four (4) working days of the time it is brought to the attention of the immediate supervisor of the department, the grievance shall be processed as follows or considered settled.

Step 2

Failing satisfactory adjustment within the time limit of Step 1, the Employee(s) may within five (5) working days from the time the immediate supervisor of the Employee gave his answer or refused to give an answer, submit the written grievance to the Lodge Administrator. The Administrator shall investigate the circumstances, consider the grievance and give the Employee a decision within five (5) working days from the receipt of the grievance. The decision shall be in writing.

Step 3

If the Employee(s) are not satisfied with the Lodge Administrator's decision or refusal to decide, they may appeal within, but not later than five (5) working days from the date of the decision or failure to decide in Step 2 above to the Labour Relations Committee of the Pioneer Lodge Board. Upon such appeal the grievance shall be considered by the Labour Relations Committee at the next regular meeting of the Committee or within ten (10) working days of the receipt of the appeal, whichever is the earlier. The Labour Relations Committee shall hear evidence and render a written decision within ten (10) working days of the hearing, or shall direct the parties to an internal Grievance Mediation process and issue a time deadline for reporting back any settlement in the matter. The time limit for proceeding to arbitration will be extended to accommodate the process.

Step 4

If satisfactory settlement is not reached in Step 3 above, either party may request arbitration, providing the request is made in writing within but not after ten (10) working days of the decision in Step 3. The party requesting arbitration will notify the other party of their appointee to an arbitration board. Within ten (10) working days of receipt of such notice, the party so notified will notify the other party of its appointee to the arbitration board. The two appointees will jointly select a Chairman. If the appointees cannot agree upon a Chairman, or fail to appoint one, either party may request the Director of Settlement for the Province of Alberta to appoint a qualified person to act as Chairman of the Arbitration Board.

The Arbitration Board shall not have jurisdiction to alter, add to, subtract from, this Agreement or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms of this Agreement. The decision of the Arbitration Board shall be final and binding upon

both parties. Each party shall bear the expenses of their appointee and the Employer and the Union shall equally bear the fee and expenses of the Chairman.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

- 12.01 The Employer retains the right to schedule hours of work of Employees as is necessary to provide coverage for the determined hours of operation.
- 12.02 A full day shall consist of eight (8) hours as scheduled by the Employer. The full weekly hours of work shall average thirty-eight to forty (38-40) hours per week averaged over a four (4) week period as scheduled by the Employer.
- 12.03 Authorized hours worked by Employees in excess of eight (8) hours in a day or in excess of one hundred and sixty (160) hours in a four (4) week period as provided above shall be considered overtime hours and paid at one and one half (1½) times the regular rate of pay, as provided in Schedule “B”.
- 12.04 Employees working an eight (8) hour shift shall be provided a one half (1/2) hour paid meal break. In the event that an Employee’s meal break is interrupted, the break shall be extended to provide a total one half (1/2) hour break. Employees working a full eight (8) hour shift shall receive two (2) fifteen (15) minute paid breaks as scheduled by the Employer. All Employees working more than a five (5) hour shift but less than an eight (8) hour shift shall receive one (1) fifteen (15) minute paid rest break and one half (1/2) hour unpaid meal break as scheduled by the Employer.
- 12.05 The hours of work as stated in this Article are not to be construed as a guarantee, as a minimum, nor as a restriction, for any maximum of hours to be worked.
- 12.06 When an Employee relieves in a higher classification and performs substantially all of the duties of that classification for a full shift or longer she/he shall receive a rate of pay for the higher classification for all hours worked in that higher classification.
- 12.07 Employees shall have the right to exchange shifts only with the prior authorization from Management.
- 12.08 Shift Differential – (New rate to become effective January 1, 2013).

Shift differentials are paid by the Employer in addition to the regular wage paid to the Employee. It is considered a standalone premium and will not be part of the Employee’s hourly restitution.

a) Night Shift Differential

An Employee who works any hours from 11:00 p.m. – 7:00 a.m. shall be paid a premium of one dollar and twenty-five cents per hour (\$1.25) for all hours worked in this period in addition to their regular wage.

b) Weekend Shift Differential

An Employee who works any hours from 11:00 p.m. Friday to 11:00 p.m. on Sunday shall be paid a premium of one dollar (\$1.00) per hour, for all hours worked in this period in addition to the rate of pay under a).

c) Working Alone Differential Premium

Any Employee who works hours as the sole staff member in the Lodge will be entitled to a premium of four dollars (\$4.00) per hour in addition to their regular wage. This premium will be in addition to any premiums in a) and b).

ARTICLE 13 – LEAVE OF ABSENCE

- 13.01 An Employee must apply in writing for leave of absence without pay for personal reasons. Such leave may be granted at the sole discretion of the Employer.
- 13.02 An Employee on leave of absence without pay shall not earn vacation or sick leave credits nor be eligible for payment of General Holidays which fall during the authorized period of absence.
- 13.03 The Employer agrees to provide Maternity, Adoption and Parental Leave as provided by the Employment Standards Code,
- 13.04 Up to two (2) Employees upon giving not less than fourteen (14) days written notice may be granted leave of absence with pay to attend Union conventions or other Union business. Where leave is granted the Employer will continue to pay Employees for the periods of absence. The Employer will submit an account to the Union and the Union shall reimburse the Employer for all pay and benefits incurred due to the leave.
- 13.05 The Employer recognizes the right of duly elected officials of the Union to apply for leave of absence with pay in order to participate in negotiations with the Employer. The Employer will submit an account to the Union and the Union shall reimburse the Employer for all pay and benefits incurred due to the leave.

ARTICLE 14 – BEREAVEMENT LEAVE

- 14.01 A full-time or part-time Employee is eligible for three (3) consecutive calendar days of leave following the death of an immediate family member, without loss of pay. The three (3) days will be granted to an Employee if the Employee is originally scheduled to work those days. If the Employee is not scheduled to work, or is on vacation, or is already on a leave of absence, or is on time off for any reason, the bereavement leave is not granted to extend that time off. A copy of the death certificate, the obituary, or funeral card must be submitted before the next pay day. Immediate family members shall include spouse,

daughter, son, sister, brother, mother, father, parent-in-law, brother or sister-in-law, niece, nephew, aunt, uncle or grandparents.

- 14.02 Where the funeral occurs a great distance away (250 miles or greater), the leave will be extended two (2) days to total five (5) consecutive calendar days allowing for travelling time. The five (5) days will be granted to an Employee if that Employee is originally scheduled to work those days. If the Employee is not scheduled to work, or is on vacation, or is already on a leave of absence, or is on time off for any reason, the bereavement leave is not granted to extend that time off. A copy of the death certificate, the obituary, or funeral card must be submitted before the next pay day.

One half (1/2) day leave shall be granted, without loss of salary, to attend a funeral as a pallbearer. A copy of the death certificate, the obituary, or funeral card must be submitted before the next pay day.

- 14.03 No pay will be deducted from any staff member who has been asked by the Lodge Administration to represent the Lodge at a funeral.

ARTICLE 15 – PERSONAL LEAVE

- 15.01 An Employee must apply in writing for a leave of absence without pay for personal reasons. Such leave may be granted at the discretion of Lodge Administration. An Employee on leave of absence without pay shall not earn sick leave credits nor be eligible for payment of General Holidays which fall during the authorized period of absence.

ARTICLE 16 – MATERNITY AND PARENTAL LEAVE

- 16.01 The Employer agrees to provide Parental Leave in accordance with the Employment Standards Code.

ARTICLE 17 – SICK LEAVE

- 17.01 Sick leave is granted to full-time permanent Employees and shall not accumulate until the first month following the probationary period. Sick leave is then accumulative from the date of hire.
- 17.02 Full-time Employees are granted sick leave at the rate of one and one quarter (1 ¼) days per month.
- 17.03 Sick leave may be accumulated at the rate of fifteen (15) days per year up to a maximum of sixty (60) working days.
- 17.04 Approved sick leave shall be paid at the regular rate of pay.

- 17.05 Sick leave shall not be claimed for General Holidays, paid leave of absence (as in bereavement leave), during vacation leave or any other paid leaves.
- 17.06 Sick leave shall not be granted for pregnancy, however sick leave may be granted for sickness which may occur during a pregnancy.
- 17.07 When an Employee resigns employment, unused sick time will not be "paid out".

ARTICLE 18 – GENERAL HOLIDAYS

18.01 The Employer agrees to comply with the provisions of the current *Employment Standards Code* with regard to General Holidays. For these purposes the following will be recognized as General Holidays:

New Year's Day	Alberta Family Day
Good Friday	Victoria Day
Canada Day	Heritage Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

- 18.02 If a General Holiday falls on a day that would normally have been a workday for the Employee, and the Employee works on the General Holiday, then the Employee is entitled to either option a) or b):
 - a) An amount that is at least the Employee's regular wage and an amount that is one and a half (1 ½) times the Employee's wages for each hour of work the Employee works that day;
 - or
 - b) An amount that is at least the Employee's wage rate at overtime rates if the day is worked; and; one preauthorized day off to be taken, no later than the Employee's next annual vacation and be taken on a day that would normally be a work day for the Employee at an amount at least equal to the Employee's regular wage.
- 18.03 When working the night shift, the entitlement to General Holiday pay is given to the shift that works on the holiday the longest. Therefore, the night shift that starts the day before the holiday will receive the holiday benefit, not the night shift that starts on the holiday.
- 18.04 If during the last nine weeks an Employee works a minimum of five (5) day shifts or evening shifts of the day of the week that the General Holiday falls, or the night shift starting the day before the holiday falls on, the holiday is considered a day that would normally have been a workday and will be paid to the Employee.
- 18.05 An Employee must be paid General Holiday pay that is at least the Employee's regular wage if:

- a) The Employee does not work on the General Holiday; and
- b) A General Holiday falls on a day that would normally have been a work day for the Employee.

ARTICLE 19 – ANNUAL VACATIONS

- 19.01 Part-time Employees wishing to bank their accumulated vacation pay and access it during their vacation leave may submit their request in writing to the Employer. Requests shall not be reasonably be denied.
- 19.02 All Employees, employed for less than one (1) year by the Employer shall be entitled to a prorated vacation accumulation as of January 1st of their first year of employment.
- 19.03 All Employees after one (1) year of continuous service, but less than four (4) years, shall be given ten (10) working days annual vacation each year.
- 19.04 All Employees with four (4) years continuous service, but less than ten (10) years, shall be given fifteen (15) working days annual vacation.
- 19.05 All Employees with ten (10) years continuous service, but less than twenty (20) years shall be given twenty (20) working days annual vacation.
- 19.06 All Employees with twenty (20) or more years continuous service, shall be given twenty-five (25) working days annual vacation.
- 19.07 Should one (1) of the General Holidays mentioned in Article 18.01 fall during the annual vacation of an Employee, it shall entitle the Employee to an extra day's vacation with pay.
- 19.08 Employees shall indicate on the vacation schedule their preferred periods of annual vacation no later than March 31. Vacation preference shall be regulated on a mutually agreed basis, but in the case of a disagreement, seniority shall govern. Management reserves the right to limit the number of people taking vacation at any one time. The vacation schedule may be amended by mutual consent of the Employer and Employee at least one (1) month prior to the proposed vacation date. Employees shall not necessarily be granted "prime" vacation time year after year. This time will be granted, if requested on a rotating basis. "Prime" vacation time includes the months of July and August as well as General Holidays such as Christmas and Easter.
- 19.09 For the payment of vacation pay the same calculation will be used and the percentage for the vacation pay will be based on the same schedule. Vacation pay for all casual hours worked shall be paid on the same pay period as the hours worked.

1 – 3 years	4%
4 – 9 years	6%
10 – 19 years	8%
20 years and over	10%

ARTICLE 20 – EMPLOYEE BENEFITS

20.01 Health Benefits

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

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

	% paid by Employee	% paid by Employer
\$25,000 Life Insurance	100%	0%
Extended Health Care	25%	75%
Dental	25%	75%

20.02 Tuition Refund

Employees required by the Employer to take courses on food handling, WHMIS, and First Aid, will be paid their basic rate of pay for the duration of the courses. Pioneer Lodge agrees to pay any tuition and / or fees for such courses. If the Employee leaves the employment of Pioneer Lodge within one (1) year, the Lodge will remove the prorated portion of the course cost from the Employee's final pay.

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

20.04 The Voluntary RRSP as follows:

- (a) After completion of one thousand and forty (1,040) hours of service with the Employer an Employee will be eligible to contribute to the following RRSP. Contributions based on full time equivalent years of service.

From 1-4 complete years of service	4%
From 5-9 complete years of service	5%
From 10-14 complete years of service	6%
From 15 complete years forward	7%

(b) Depositing of Funds

Funds shall be deposited by the Employer into a recognized plan and thereafter shall be self managed by the Employee in accordance with the terms and conditions of the plan.

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

ARTICLE 21 – JOB CLASSIFICATION

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

ARTICLE 22 – LEGISLATION AND OTHER INFORMATION

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

ARTICLE 23 – PREVIOUS AGREEMENTS

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

ARTICLE 24 – NO STRIKE OR LOCK OUT

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

ARTICLE 25 – DURATION OF AGREEMENT

- 25.01 This Agreement will become effective on the 1st day of November, 2012 and shall continue in effect until February 29, 2016, and automatically from year to year thereafter unless either party gives written notice of its desire to negotiate revisions thereof. Such notice shall be given not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry date of this agreement.

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

Signed this 7 day of February, 2013 in the City of Lloydminster, Alberta.

For the Union:

[Redacted signature]

[Redacted signature]

For the Employer:

[Redacted signature]

[Redacted signature]

CUPE Local 2114 –Pioneer Lodge Wage Schedule
SCHEDULE “B”

Progression through the pay grid is based on total hours of work with the Employer.

Current	Start	690	2080	3120	4160	6240
Cook	\$14.05	\$14.50	\$14.99	\$15.46	\$15.92	\$16.40
Aide	\$13.09	\$13.52	\$13.97	\$14.45	\$14.95	\$15.48
Nov. 2, 2012	Start	690	2080	3120	4160	6240
Cook	\$14.55	\$15.00	\$15.49	\$15.96	\$16.42	\$16.90
Aide	\$13.34	\$13.77	\$14.22	\$14.70	\$15.20	\$15.73
Jan. 1, 2013	Start	690	2080	3120	4160	6240
+2.5%						
Cook	\$14.91	\$15.38	\$15.88	\$16.36	\$16.83	\$17.32
Aide	\$13.67	\$14.11	\$14.58	\$15.07	\$15.58	\$16.12
Jan. 1, 2014	Start	690	2080	3120	4160	6240
+2.5%						
Cook	\$15.29	\$15.76	\$16.28	\$16.77	\$17.25	\$17.75
Aide	\$14.01	\$14.46	\$14.94	\$15.45	\$15.97	\$16.52
Jan. 1, 2015	Start	690	2080	3120	4160	6240
+2.75%						
Cook	\$15.72	\$16.19	\$16.73	\$17.23	\$17.72	\$18.24
Aide	\$14.40	\$14.86	\$15.35	\$15.87	\$16.41	\$16.97