

# Collective Agreement

between



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

and

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

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

**July 1, 2019- June 30, 2022**



Canadian Office &  
Professional Employees  
Local #491

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## **Article 1 - Purpose of Agreement**

- 1.1 The parties to this Agreement share a commitment to high quality housing and support services to residents of the Grande Spirit Foundation owned and/or managed properties. The purpose of this Agreement is to establish employment conditions which support and enhance this shared commitment.
- 1.2 It is the purpose of both parties to this Agreement:
- 1) To continue sound working relations between the Employer, Employees and the Union and provide settled and reasonable conditions of employment.
  - 2) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions.
  - 3) To promote the morale, well-being and security of all Employees in the bargaining unit.

## **Article 2 - Management Rights**

- 2.1 The Union recognizes that the Employer shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of its affairs, and that the direction of Employees is fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:
- (a) Maintain order, discipline and efficiency;
  - (b) Organize and re-organize the work of Employees;
  - (c) Hire, appoint, discharge, promote, classify, transfer, lay off, recall, suspend, or otherwise discipline Employees;
  - (d) Make and enforce and alter from time to time rules and regulations to be observed by the Employees;
  - (e) Determine and change the operations of the Employer; determine and change the locations where the Employer's operations are carried on; determine and change the methods of carrying out the Employer's operations; set standards for the performance of work; determine the work to be performed by Employees; and determine the time, or times, an Employee is to work;
  - (f) Determine the nature and kind of operations conducted by the Employer; the kind and location of equipment to be used; the right to subcontract; the extension, limitation, curtailment or cessation of operations; the right to sell, merge, consolidate or lease its operations or any part thereof.



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

### **Article 3 - Recognition and Negotiation**

#### **3.1 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees Local 3623 as the sole and exclusive bargaining agent for all of its Employees as set out in Certificate 609-92 issued by the Alberta Labour Relations Board. The Employer hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters arising from this Collective Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

#### **3.2 No Other Agreements**

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

#### **3.3 Right of Fair Representation**

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

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

### 3.4 Permission to Leave Work

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

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

### 3.5 Correspondence

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

### 3.6 The Union shall keep the Employer informed in writing of its executive officers, Stewards, and representatives.

## **Article 4 - No Discrimination**

4.1 The Employer and the Union agree there shall be no discrimination exercised or practiced with respect to any Employee by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation, gender, gender identity, gender expression, sexual orientation, physical disability, mental disability, marital status, family status or source of income, nor by reason of their membership or non-membership or activity or non-activity in the Union. Both the Employer and the Union agree to ensure compliance with the Alberta Human Rights Act.

4.2 There shall be no discrimination, restrictions or coercion exercised or practiced in respect of any Employee by either party by reason as outlined in the *Alberta Human Rights Act* and defined in the prohibited grounds legislation except to the extent permitted by law as a bona fide occupational requirement nor by reason of their membership or activity in the Union.

- 4.3 The Employer and the Union recognize the right of all employees to be entitled to a work environment free from bullying, violence, sexual and personal harassment of any form which is physical, mental, verbal or financial, or any conduct that undermines an employee's health, morale, safety, well-being, job practice, or endangers an Employee's employment status or potential. Complaints alleging harassment of any form, from any person, shall be treated seriously, in strict confidence, and may be addressed through the grievance procedure.

## **Article 5 - Union Membership Requirement**

### **5.1 Union Membership**

All Employees of Grande Spirit Foundation certified for collective bargaining under Union Local 3623 shall, as a condition of Employment, be required to pay the regular dues referred to in Article 6, whether they are members of the Union or not.

## **Article 6 - Check-off of Union Dues**

### **6.1 Check-off Payments**

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

- 6.2 Deductions made according to Article 6.1 will be made in a manner which is in keeping with the Employer's payroll system. Union dues deductions shall be forwarded to CUPE National, not later than fifteen (15) working days after the deductions have been made. Such deductions shall be accompanied by a list which shall indicate each Employee's name, phone number, address, position and the amount deducted from each Employee.

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

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

## **Article 7 - No Strikes or Lockouts**

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

## **Article 8 - Labour Management Bargaining Relations**

### **8.1 Union Bargaining Committee**

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

### **8.2 Time Off for Bargaining Meetings**

Members of the Union Bargaining Committee who are in the employ of the Employer shall have the right to attend meetings held within working hours and the Union shall reimburse the regular pay and premiums of committee members to the Employer. The Employer shall maintain the regular pay and premiums of Employees on the Union Bargaining Committee and bill this cost for reimbursement by the Union.

## **Article 9 - Labour Management Committee**

### **9.1 Establishment of Committee**

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

### **9.2 Function of the Committee**

The Committee shall concern itself with any matters of mutual interest.

### **9.3 Meetings of Committee**

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



## **Article 10 - Grievance and Arbitration Procedure**

- 10.1 In order to ensure that any differences between the parties are remedied as quickly as possible, the parties agree they shall attempt to resolve issues through an informal complaint process involving the direct Supervisor, prior to filing written grievances. The parties further agree that timelines set out shall be maintained in accordance with article 10.3 (Settling of Grievances).

In the event an issue remains unresolved the parties agree that the following procedure for submitting and dealing with grievances shall be adhered to by both parties, provided that when submitting the grievance, the Union shall inform the Employer, in writing, the names of those Union Representatives that will be dealing with that particular grievance.

### **10.2 Definition of Grievance**

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

### **10.3 Settling of Grievances**

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

#### **Step One**

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

The grievance when presented in writing must be signed by the Union, and shall contain:

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

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

## Step Two

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

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

## Step Three

Failing satisfactory settlement being reached in Step Two, within ten (10) working days of receipt of the decision in Step Two, the grievance may be referred in writing to arbitration by either party. Either party wishing to submit a grievance to arbitration shall, within ten (10) working days of the receipt of the decision at Step 2 of the grievance procedure, notify the other party in writing of its intention to do so.

### 10.4 Grievance Withdrawal

The Union may, by notice in writing to the Employer, withdraw the grievance at any stage of this grievance procedure.

### 10.5 Policy Grievance

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

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

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

10.6 Time Limits

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

10.7 Mutually Agreed Changes

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

10.8 When one party submits a grievance to Arbitration in accordance with Article 10.2 or 10.3, that party shall notify the other party in writing, of its intention to submit the grievance to Arbitration and such notice shall state its intention to meet to agree upon a single Arbitrator.

10.9 The other party shall, within ten (10) working days of receipt of such notice. Arrange to meet with the grieving party in an effort to select a single Arbitrator.

10.10 If the Employer's and the Union's nominee fail to jointly appoint an arbitrator within the time limits set by the *Alberta Labour Relations Code*, the Minister of Labour shall appoint the Arbitrator in accordance with the *Alberta Labour Relations Code*.

10.11 The Employer and the Union shall bear equally the total costs of the single Arbitrator.

10.12 The decision of the Arbitrator shall be final, binding and enforceable on all parties affected. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.

10.13 The time limits specified in both the grievance and Arbitration procedures may be extended by mutual agreement between the Employer and the Union. Mutual agreement to extend time limits must be in writing.

## **Article 11 - Seniority**

### **11.1 Seniority Defined**

Seniority is defined as the length of continuous service with the Employer from the last date of hire including all periods of continuous service as a Casual, Full-time or Part-time Employee. Seniority for Employees shall accumulate on straight-time hours worked by the Employee.

Casual Employees hired on or after the date of ratification of this Agreement, and Full-time and Part-time Employees who transfer to Casual on or after the date of ratification of this Agreement, shall not be entitled to apply seniority hours until such time as they become a Full-time or Part-time Employee.

### **11.2 Seniority for Casual Employees**

For the purposes of Article 12 (Promotions and Staff Changes), seniority shall apply and will be calculated as defined in 11.1 (Seniority).

Casual Employees shall not be entitled to apply seniority hours for any other purpose, until such time as they become a Full-time or Part-time Employee.

### **11.3 Seniority List**

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

### **11.4 Probation for Newly Hired Employees**

A newly hired Employee shall be on probation only for the first three (3) months of their employment. During the probation period, the Employee shall be entitled to all rights and benefits of this Agreement. After completion of the probation period, seniority shall be effective from the last date of hire. If an Employee on probation is determined by the Employer to be unsatisfactory, they may be terminated at any time during the probation period and such termination shall not be the subject of a grievance.



11.5 Loss of Seniority

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

- (a) voluntarily resigns in writing (excluding casual workers as defined in Article 15.1 (c));
- (b) is discharged for just cause and is not reinstated;
- (c) is absent without leave approved by the Employer in excess of three (3) calendar days except for sufficient cause;
- (d) is laid off for a period longer than twelve (12) months;
- (e) fails to advise the Employer within seven (7) working days of their intent to accept a notice of recall from the time notice of recall is delivered by registered mail to their last known address;
- (f) retires.

11.6 Seniority shall not accumulate during a layoff or during unpaid leaves of absence in excess of thirty (30) days.

- (a) Seniority will accumulate during leaves for Union business, maternity leave, parental leave, adoption leave or to serve in elected public office even if such leaves exceed thirty (30) days.

11.7 Employees will accumulate seniority during:

- (a) periods of sick leave paid by the Employer;
- (b) leaves of absence with pay;
- (c) bereavement leave;
- (d) jury/witness duty;
- (e) paid vacations;
- (f) when in receipt of Workers' Compensation as a result of injury or illness incurred while in the employ of the Employer;
- (g) while on approved unpaid leave of absence of thirty (30) days or less.

## 11.8 Transfers and Seniority Outside the Bargaining Unit

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

## **Article 12 - Promotions and Staff Changes**

### 12.1 Job Posting

When a new permanent position is created, or when a vacancy of a permanent nature occurs inside the bargaining unit, the Employer shall post notice of the position for a minimum of ten (10) calendar days, so that Employees will know about the vacancy or new position.

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

#### 12.1.1 Application

All applications for vacant positions shall be made in writing to the Employer.

#### 12.1.2 Temporary Transfer to Higher Classification

When an Employee is temporarily transferred to a higher classification position, they shall receive the wage rate for the higher classification for the hours worked at the higher classification. A temporary transfer shall not normally exceed thirty (30) days after which the Employee shall either revert to their previous classification or transfer permanently to the new classification position, except where the Employee is substituting for an employee absent for reasons of sickness, accident, vacation or other approved absence in which case the temporary transfer may be extended for a longer period.

### 12.2 Information in Postings

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

- 12.3 Where skill, ability and qualifications for the position meet the minimum requirements, seniority shall be the governing factor in determining selections for promotions and filling job vacancies.
- 12.4 A successful internal applicant shall be placed on trial for a period of up to one (1) month. Conditional on satisfactory performance, such trial promotion or transfer shall become permanent after the period of one (1) month. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.
- 12.5 Notification to Employee
- Each applicant shall be informed of the name of the successful applicant.
- 12.6 New Classifications
- Any new classifications within the bargaining unit established by the Employer shall be subject to negotiations with the Union Representatives to determine a pay rate. The Employer agrees to notify the Union upon establishment of the new classification and suggested rate of pay. The Union shall have thirty (30) days after such notification to request that the rate of pay so established by the Employer be made the subject of collective bargaining. The Employer reserves the right to post and fill positions in the new classification at the rate of pay established by the Employer prior to reaching an agreement with the Union. Any negotiated rate of pay shall be retroactive to the date of establishment of the new classification.

## **Article 13 - Lay-offs and Recalls**

### **13.1 Definition of Lay-off**

A lay-off shall be defined as a separation from employment as a result of lack of work, or a reduction in Employee hours for a period of more than thirty (30) calendar days during which the Employer has no work for a full-time or a part-time Employee.

### **13.2 Basis for Lay-offs and Recalls**

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

13.3 Advise Union

In the event of lay-offs and recalls the Employer agrees to advise the Union and the Employee, in accordance with Article 13.4.

13.4 Except in circumstances beyond the reasonable control of the Employer, the notice of Layoff of the Employees shall be as follows:

1 week	More than 90 days but less than 2 years
2 weeks	2 years but less than 4 years
4 weeks	4 years but less than 6 years
5 weeks	6 years but less than 8 years
6 weeks	8 years but less than 10 years
8 weeks	10 years or more

13.5 When Employees are to be laid off, the Employer shall lay off Employees in the reverse order of their seniority within the affected classification providing those retained are qualified and able to perform the work remaining to be done.

13.6 When an Employee has been given notice of lay-off or notice of position abolishment, the Employee has the option of:

- a) accepting the layoff;
- b) accepting a vacant position for which the Employee is qualified if available;
- c) retaining all seniority and recall rights for twelve (12) months and accepting casual employment opportunities. The Employer will give laid off Employees first opportunity for casual employment; or
- d) bumping the least senior Employee in a position for which the Employee is qualified.

13.7 Recall Procedure

Employees shall be recalled in the order of their seniority provided that the recalled Employees are qualified to perform the work. Notice of recall shall be sent by registered mail to the Employee's last known address. The Employee must respond in writing to the notice within seven (7) calendar days of receipt of such notice, of their intention to either accept or decline the offer of recall. In the event that they do not respond to the notice, they shall lose all seniority and shall have been considered to have resigned their employment.

13.8 No New Employees

No new Employees shall be hired for a position while there are Employees on layoff with seniority, who are qualified to perform the available work.



## **Article 14 - Discharge and Discipline**

### **14.1 Just Cause**

An Employee who has passed the probationary period as defined in Article 11.3 may be disciplined or discharged but only for just cause.

The Employer shall follow the principles of progressive discipline understanding the approach will vary with the circumstances and severity.

### **14.2 Personnel Records**

An Employee shall have the right at any time to have access to and review their personnel record in the presence of an Employer representative. An Employee who has been subjected to disciplinary action may, after twenty-four (24) months of from the date the disciplinary action was taken, request in writing that their Personnel File be cleared of any record of the disciplinary action. Such request will be granted providing the Employee's file does not contain any further record of disciplinary action during that twenty-four (24) month period, and there are no outstanding grievances relating to disciplinary action.

In the event that an Employee elects not to have Union representation, such request shall be in writing and a copy shall be forwarded to the local Union Recording Secretary within twenty-four (24) hours.

### **14.3 Right to Have Steward Present**

When a supervisor intends to issue a disciplinary or discharge notice to an Employee, the supervisor shall so notify the Employee in writing twenty-four (24) hours in advance of the purpose of the interview in order that the Employee if they wish to, contact their Union Representation to be present at the interview. The Employer shall advise the Employee in writing of the reasons for the action taken and a copy shall be submitted to the Union in writing within twenty-four (24) hours.

## **Article 15 - Definitions**

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

- (a) Full-time Employee - one who is regularly scheduled to work the full specified hours of work contained in Article 16.1 (a).
- (b) Part-time Employee - one who is regularly scheduled for less than the normal full hours of work as specified in Article 16.1 (b).
- (c) Casual Employee - one who works as a casual staff as follows:
  - on a call basis; or,
  - for a specific job that is of a non-continuing nature; or,
  - to replace a full-time or part-time Employee as a result of sickness, injury, leave of absence, vacation day and works on a consensual call-in basis and is not regularly scheduled.
- (d) Working days for the purposes of Article 10 (Grievance Procedure) shall mean Monday to Friday with the exception of statutory holidays.

### **15.2 Casual Employee**

The Employer shall distribute shifts as equally as possible between all available casual Employees subject to their availability.

To maintain eligibility, casuals must supply their availability by the first (1<sup>st</sup>) day of each month. Failure to provide availability shall render the casual Employee inactive. Three (3) consecutive months as an inactive or unavailable Casual Employee, except for illness, injury or other reason acceptable to the Employer shall result in termination of Employment.

Refusal of three shifts where a casual Employee has submitted availability in the one-month period, except for illness, injury or other reason acceptable to the Employer shall result in termination of employment.

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

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

## **Article 16 - Hours of Work**

- 16.1
- (a) The regular hours of work for full-time Employees shall be seven (7) to eight (8) hours per day and thirty-five (35) to forty (40) hours per week exclusive of an unpaid lunch period.
  - (b) The regular hours of work for Part-time Employees shall be based on regularly scheduled hours. Hours of work shall consist of a minimum of three (3) hours per shift up to eight (8) hours in one day as applicable, and less than thirty-five (35) hours per week. If the Part-time Employee has irregularly scheduled hours, regular hours of work shall be calculated based on the total hours worked averaged over the days worked in the preceding nine (9) weeks.
  - (c) The regular hours of work for Casual Employees shall be calculated based upon the total hours worked averaged over the days worked in the preceding nine (9) weeks. For clarity, it is agreed that given the consensual call-in basis of employment either the Casual Employee or Employer is permitted to conclude employment at any time without notice, compensation or recourse to the grievance and arbitration procedure.
  - (d) Through mutual agreement with the Union, the Employer may institute compressed work week schedules with regular average hours over the rotation cycle of the schedule not exceeding forty (40) hours per week as a Scheme of Employment under the Employment Standards Code. Compressed work week schedules may have regular hours in excess of eight (8) in a day with additional scheduled days off compared to a regular schedule or more consecutive days of work followed by more consecutive days off compared to the regular schedule. The regular hours of compressed work week schedules shall be worked on a straight time basis.
  - (e) Averaging over the rotation cycle of the shift shall be based on the period of time required to start at one point of the schedule and return to that same point in the schedule (this being one (1) full rotation cycle). For many schedules, this rotation cycle will be four (4) weeks or longer.
- 16.2 Regular hours of work shall not be construed as a guarantee of any minimum nor as a restriction of any maximum number of hours to be worked.
- 16.3 Unpaid lunch periods will be of not less than one-half (1/2) hour's duration for shifts which fall within the regular hours of work in Article 16.1(a). On any shift where the Employer requires the Employee to remain at the facility from the start to the end of their shift, the lunch period will be provided with pay at the Employee's straight time rate.

16.4 All Employees shall be permitted a fifteen (15) minute rest period in the first half of a shift and a fifteen (15) minute rest period in the second half of a shift scheduled for the regular hours of work in Article 16.1(a).

16.5 Exchange of Shifts

Employees shall be allowed to exchange shifts according to procedures established by the Employer.

16.6 A shift differential of one dollar and ten cents (\$1.10) per hour will be paid for shifts which commence between 3:00 p.m. of one day and 5:00 a.m. of the following day.

16.7 An Employee whose regular rate of pay is greater than the Team Lead Classification rate of pay shall, when assigned by the Employer to be an acting Team Lead be paid a premium of one dollar and ten cents (\$1.10) per hour while so assigned.

16.8 Employees required to work weekend shifts will be paid a Weekend Premium of ninety cents (\$0.90) per hour for all hours worked (excluding overtime hours) on a shift where the scheduled starting and ending time of the shift falls between 3:00 pm on Friday and 8:00 am on Monday.

16.9 Daylight Savings Time

Employees who work during the Daylight Savings time spring adjustment shall not be subject to a reduction in their regular hours. Employees who work during the Daylight Savings time fall adjustment shall be paid for the extra time worked at the applicable rate of pay.

**Article 17 - Overtime**

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



17.2 When overtime is worked;

- (a) compensation shall be paid at one and one-half times (1 1/2x) an Employee's straight-time rate
- (b) through mutual agreement between the Employee and the Employer, compensating time off with pay on an hour-for-hour basis. The compensating time off will be on a date mutually agreed between the Employer and the Employee within six (6) months from the time the overtime was worked.

If time off is not provided, the Employer will make a cash settlement for the overtime worked at the current regular rate of pay on the next pay period.

17.3 Each Employee will be paid forty-five dollars (\$45.00) per meeting when called in for staff meetings, when called in for training sessions or for incidental call-ins. Call-ins for actual work will be paid at the straight time rate or at the overtime rate when overtime applies according to the conditions of this Article unless this amount is less than forty-five dollars (\$45.00).

17.4 Call back time

Any full-time Employee called back and required to return to work outside of scheduled working hours, shall be paid for all time worked at overtime rate or a minimum of two (2) hours at overtime rate, whichever is greater.

A subsequent call within two (2) hours of the original call shall be considered one (1) call for the purpose of determining call-back pay.

Employees shall have the option of taking their call back pay as compensating time off with pay, on an hour for hour basis, as per Article 17.2 (b).

**Article 18 - Paid General Holidays**

18.1 The following shall be defined as paid General Holidays:

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

- 18.2 An Employee is not entitled to General Holiday pay:
- i) if the Employee has worked for less than thirty (30) working days during the preceding twelve (12) months; or
  - ii) does not work on a paid General Holiday when they are required or scheduled to do so; or
  - iii) if they do not work their scheduled shift immediately prior to or immediately following the General Holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer.
- 18.3 Casual Employees will be entitled only to paid General Holidays provided they have worked five (5) out of the previous nine (9) day weekdays corresponding to the weekday on which the holiday falls. General Holiday pay will be calculated based on the regular hours of work. Employees who qualify for General Holiday pay who are required to work on the General Holiday will be paid one and a half times (1 1/2X) their straight time rate for hours worked in addition to the General Holiday pay. Casual Employees who do not qualify for General Holiday pay shall be paid one and a half times (1 1/2X) their straight time rate for hours worked.
- 18.4 Part-time Employees will be entitled to General Holiday pay calculated based on their regular scheduled hours as defined in Article 16.1 (b) of the Collective Agreement.
- 18.5 When a day designated as a paid General Holiday under Article 18.1 falls on a full-time or part-time Employee's regularly scheduled day of rest and the Employee is not required to work, the Employee shall have the option of being paid General Holiday pay for their Regular hours of work as defined in Article 16.1 (a) or (b), or taking the General Holiday pay as compensating time off with pay at a later date.
- 18.6 When a Full-time or Part-time Employee works on a General Holiday, they shall have the option to:
- (a) Be paid one- and one-half times (1 1/2X) their straight time rate of pay for actual hours worked and be paid the General Holiday pay for their Regular hours of work as defined in Article 16.1(a) or (b); or
  - (b) Be paid one times (1.0X) their straight time rate of pay for actual hours worked and take the General Holiday pay (based on their regular hours of work as defined in Article 16.1 (a) or (b)) as compensating time off with pay at a later date.

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

## **Article 19 - Vacations**

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

- (a) during the first (1<sup>st</sup>) year, up to and including the seventh (7<sup>th</sup>) year of continuous service, Employees shall earn fifteen working days paid at the rate of 6% of regular gross earnings;
- (b) during the eighth (8<sup>th</sup>) year, up to and including the fifteenth (15<sup>th</sup>) year of continuous service, Employees shall earn twenty working days paid at the rate of 8% of regular gross earnings;
- (c) during the sixteenth (16<sup>th</sup>) year, and subsequent years of continuous service, Employees shall earn twenty-five working days paid at the rate of 10% of regular gross earnings.

### **19.2 Vacation Entitlement - Casual Employees**

Casual Employees shall be entitled to vacation pay of four percent (4%) of wages on regular gross earnings. After five years of service they shall be paid six percent (6%) of wages on regular gross earnings. Vacation pay for Casual Employees will be paid on each pay cheque.

- 19.3 An Employee may be permitted to bank a portion of their vacation time entitlement which exceeds fourteen (14) calendar days to a maximum of the entitlement earned over an eighteen-month period. In no circumstances, however, shall the Employer permit such Employee to take less than fourteen (14) calendar days of vacation time per year. Should an Employee's vacation bank accrue to greater than the number of days earned over an eighteen-month period, arrangements to mutually agree on scheduling of such excess shall occur in accordance with Article 19.5. This limit may be exceeded in extenuating circumstances with prior approval of the Employer. In the event the Employer and Employee are not able to reach mutual agreement on the dates the vacation is scheduled, the Employer shall schedule the vacation and shall attempt to give thirty (30) calendar days notice.
- 19.4 For vacation purposes, an Employee whose employment commenced between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day of any month shall be deemed to have commenced on the first of the month; an Employee whose employment commenced between the sixteenth (16<sup>th</sup>) and the last day of the month shall be deemed to have commenced on the first (1<sup>st</sup>) of the following month.

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

## **Article 20 - Benefits**

- 20.1 Employees shall be eligible to participate in the following benefit plans according to the eligibility requirements and conditions of the plans and the provisions of this Agreement. Employees become eligible on the first day of the month following completion of the probationary period. All Full-time and Part-time Employees who meet the Benefit Plan's eligibility requirements are eligible to participate.
- Extended Health Care providing a direct billing feature
  - Vision Care
  - Dental Care
  - Life Insurance



- 20.2 Premiums for the above benefits will be cost shared on the basis of eighty percent (80%) paid by the Employer and twenty percent (20%) paid by the Employee.
- 20.3 The Employer retains the right to change carriers for the above benefits provided comparable benefits are maintained. The Employer will advise the Union prior to making a carrier change.
- 20.4 All Employees are covered under the Workers Compensation Act from the commencement of employment. While an Employee is in receipt of Workers' Compensation, both the Employer and the Employee shall continue to pay their portions of all benefit premiums.
- 20.5 After an unpaid absence of thirty (30) calendar days (including layoff) the Employee shall be responsible for 100% of the cost of the benefit plans.
- 20.6 The provisions of the insurance policies and the plans as amended from time-to-time by the Employer or the insurance carrier shall govern with respect to eligibility for participation and benefits provided. These documents shall not be considered part of or considered incorporated into the Agreement, nor shall the Employer be considered an insurer.
- 20.7 Both parties agree to implementing a matching RRSP program of:
- July 1, 2019– June 30, 2020 3%
  - July 1, 2020 – June 30, 2021 3%
  - July 1, 2021– June 30, 2022 3%

(Please note \* This is not compounded)

Pension plan provided by ACPP will be available in six (6) months at 3% you can choose either RRSP or Pension, you cannot contribute to both.

## **Article 21 - Sick Leave Provisions**

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

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

- 21.2 Full-time Employees are entitled to accumulate sick leave credits computed from the date of employment, at a rate of point zero five (.05) of an hour per hour worked to a maximum of six hundred seventy-five (675) hours. The salary will continue at 100% of earnings until all credits are used.

Any Employee who is unable to report for duty due to illness is required to inform their Employer as soon as possible, but in any event not less than two (2) hours before the Employee was to report to duty.

After three (3) continuous days of illness, the Employee may be required to submit satisfactory proof of illness, non-occupational accident, or quarantine before sickness benefits are paid. If the Employer requests a sick leave certificate, it shall be at the Employer's expense.

- 21.3 An Employee shall not be entitled to apply sick leave credits prior to the completion of the probationary period.
- 21.4 Sick leave shall not accumulate during a period of illness or injury; during layoff; or during leaves of absence in excess of thirty (30) days.
- 21.5 Part-time and Casual Employees shall accumulate sick leave credits equivalent to point zero five (.05) of an hour per hour worked to a maximum of four hundred eighty hours (480).
- 21.6 Casual Employees shall not be entitled to apply sick leave credits until such time as they become a Full-time or Part-time Employee.
- 21.7 Sick leave credits shall be paid at the Employee's regular rate of pay.
- 21.8 The Employer shall provide a Long-Term Disability Plan for eligible Employees in accordance with the enrolment and other requirements of the Insurer. The premiums for the plan shall be paid 100% by the Employee.

## **Article 22 - Leave of Absence Without Pay**

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

Prior to taking a leave of absence without pay, Employees must first exhaust their other remaining paid leave i.e. banked time, vacation. An Employee shall submit in writing if they wish to have a leave without pay.

## 22.2 Union Leave of Absence

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

## 22.3 Public Office

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

## 22.4 Court Appearance

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

## 22.5 Job Protected Leaves

Eligible Employees can take other job protected leaves for various personal matters as outlined under as per Alberta Employment Standards.

<https://www.alberta.ca/job-protected-leaves.aspx>

# Article 23 - Bereavement Leave

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

- (a) In the event of the death of an Employee's immediate relative as follows: son daughter, current spouse (including common law spouse) partner, mother, father, sister, brother, step parents, step children and step siblings, step grandchildren, mother in-law, father in-law, partner of current spouse, son in-law, daughter in-law, grandparent, grandchild, sister in-law, brother in-law, grandparent of spouse, or legal guardian, five (5) consecutive calendar days bereavement leave without loss of pay. Up to seven (7) consecutive calendar days bereavement leave without loss of pay will be granted if the travel distance is in excess of 300 km from the

Employee's residence, any other bereavement leave is up to the discretion of the Employer.

#### **Article 24 - Wages**

- 24.1 The Employer shall pay Employees not less than twice per month in accordance with the rates in Schedule "A" attached hereto and forming part of this Collective Agreement.
- 24.2 Employees scheduled to work a shift in a higher classification will be paid the hourly rate for that position. The rate of pay is to be at the corresponding Step Level of their permanent classification.

#### **Article 25 - Safety**

- 25.1 The Union and the Employer agree to co-operate in improving work practices and the working environment in order to provide a safe and healthy environment for Employees and residents. The Employer and the Union shall establish a Joint Work Site Health and Safety Committee as outlined in the Occupational Health and Safety act of Alberta.
- 25.2 Employees required by the Employer to wear CSA approved safety footwear shall be reimbursed upon production of a receipt(s) up to one hundred twenty-five dollars (\$125.00) rebate for each purchase. Two footwear purchases are allowed in the first year of employment to cover both summer and winter conditions if required. After that one footwear purchase per calendar year is allowed.
- 25.3 Shoe Allowance
- Where an Employee wears or is required to wear closed, non-slip footwear the Employee, upon proof of purchase, including receipts and tags of suitable footwear will be entitled to be reimbursed for one (1) pair of shoes up to one hundred twenty-five dollars (\$125.00) every two (2) years.

#### **Article 26 - General Conditions**

##### **26.1 Bulletin Boards**

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



26.2 The collective agreement in its entirety will be gender neutral.

### **Article 27 - Term of Agreement**

27.1 This Collective Agreement shall be in full force and effect from July 1, 2019 until June 30, 2022.

#### **27.2 Changes in Agreement**

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

#### **27.3 Notice of Changes**

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

Signed at Grande Prairie, Alberta this 19<sup>th</sup> day of AUGUST, 2019.

For the Employer

For the Union

## SCHEDULE "A" – Salary Schedule

	Start			Step 2			Step 3			LSI		
	1-Jul-19	1-Jul-20	1-Jul-21	1-Jul-19	1-Jul-20	1-Jul-21	1-Jul-19	1-Jul-20	1-Jul-21	1-Jul-19	1-Jul-20	1-Jul-21
	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Cook	\$23.65	\$24.36	\$25.09	\$24.90	\$25.64	\$26.41	\$26.16	\$26.95	\$27.76	\$27.81	\$28.64	\$29.50
Cook's Helper	\$17.81	\$18.34	\$18.89	\$18.70	\$19.27	\$19.84	\$19.62	\$20.21	\$20.82	\$20.91	\$21.54	\$22.18
Dining Room Aide	\$17.81	\$18.34	\$18.89	\$18.70	\$19.27	\$19.84	\$19.62	\$20.21	\$20.82	\$20.91	\$21.54	\$22.18
Activity Coordinator	\$21.91	\$22.57	\$23.24	\$23.08	\$23.77	\$24.49	\$24.26	\$24.98	\$25.73	\$25.76	\$26.53	\$27.33
Bus Driver	\$21.91	\$22.57	\$23.24	\$23.08	\$23.77	\$24.49	\$24.26	\$24.98	\$25.73	\$25.76	\$26.53	\$27.33
Team Lead	\$20.56	\$21.19	\$21.81	\$21.58	\$22.23	\$22.89	\$22.56	\$23.23	\$23.93	\$23.97	\$24.69	\$25.43
Housekeeper	\$17.81	\$18.34	\$18.89	\$18.70	\$19.27	\$19.84	\$19.62	\$20.21	\$20.82	\$20.91	\$21.54	\$22.18
General Services Worker	\$17.81	\$18.34	\$18.89	\$18.70	\$19.27	\$19.84	\$19.62	\$20.21	\$20.82	\$20.91	\$21.54	\$22.18
Maintenance Tech	\$28.25	\$29.10	\$29.97	\$31.28	\$32.22	\$33.189	\$33.42	\$34.43	\$35.46	\$35.09	\$36.14	\$37.23
Maintenance Tech 2	\$25.08	\$25.83	\$26.61	\$27.18	\$28.00	\$28.84	\$28.84	\$29.71	\$30.60	\$30.43	\$31.34	\$32.28
Caretaker	\$21.91	\$22.57	\$23.24	\$23.08	\$23.77	\$24.49	\$24.26	\$24.98	\$25.73	\$25.76	\$26.53	\$27.33
Kitchen Aide	\$20.73	\$21.36	\$22.00	\$21.81	\$22.46	\$23.13	\$22.91	\$23.59	\$24.30	\$24.31	\$25.04	\$25.79

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

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

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

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

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

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

dl/cope#491

**Letter of Understanding – Temporary Workers**

- between -

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

- and -

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

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

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

Signed at Grande Prairie, Alberta this 19 day of August, 2019

For the Employer

For the Union



**Letter of Understanding – Rest Breaks – 9.5 hour or longer shifts**

- between -

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

- and -

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

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Employees who are regularly scheduled to work shifts of 9.5 hours or longer will be provided with an additional ten (10) minute paid rest break to be scheduled at a time determined by the Employer.

Signed at Grande Prairie, Alberta this 19 day of August, 2019.

For the Employer

For the Union

**Letter of Understanding – Working Understaffed**

- between -

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

- and -

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

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The Union and the Employer are committed, to developing a workplace review and plan to address concerns related to staffing concerns. Review, plan and timeline development shall be done at Labour Management meetings.

Signed at Grande Prairie, Alberta this 19 day of AUGUST, 2019.

For the Employer

For the Union

**Letter of Understanding #7**

- between -

**Grande Spirit Foundation**

(hereinafter referred to as the "Employer")

- and -

**Canadian Union of Public Employees Local 3623**

(hereinafter referred to as the "Union")

**Re: Occupational Health and Safety Committee**

The Employer and the Union acknowledge that an effective safety program needs the cooperative involvement of both the Employer and the Union.

The Employer and the Union agree that a Joint Health and Safety Committee is a cooperative involvement representing both labour and management.

The Employer and the Union further agree that they are jointly committed to a Health and Safety program that is core certified, as per the Alberta OHS Act and regulations.

Signed at Grande Prairie, Alberta this 19 day of AUGUST, 2019.

For the Employer

For the Union

**Letter of Understanding #8**

- between -

**Grande Spirit Foundation**

(hereinafter referred to as the "Employer")

- and -

**Canadian Union of Public Employees Local 3623**

(hereinafter referred to as the "Union")

**Re: Accommodation and Cooperation**

The Employer Acknowledges that every Employee has the right to be accommodated and protected as per the human rights legislation and the *Canadian Charter of Rights and Freedoms*.

The parties further agree to work together to consider how the Employee's rights can best be accommodated and protected without causing undue hardship to the Employer, the Employee, or the Union. The affected Employee shall participate and cooperate fully in this process.

Signed at Grande Prairie, Alberta this 19 day of AUGUST, 2019.

For the Employer

For the Union