

COLLECTIVE AGREEMENT

between

THE SMOKY LAKE FOUNDATION



and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1461**

CUPE / *Canadian Union
of Public Employees*

January 1, 2025 – December 31, 2027

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LETTER OF UNDERSTANDING #146
Re: Cook Position46

COLLECTIVE AGREEMENT

- between -

THE SMOKY LAKE FOUNDATION a body corporate incorporated under the laws
of the Province of Alberta,
(hereinafter referred to as the “Employer”)

Of the First Part

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1461
(hereinafter referred to as the "Union")

Of the Second Part

PREAMBLE

WHEREAS, it is the purpose of both parties of this Collective Agreement:

1. to maintain and improve harmonious relations between the Employer and the Union;
2. to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions of employment and services;
3. to encourage efficiency in operations; and
4. to promote the morale and well being of Employees in the bargaining unit.

AND WHEREAS it is now desirable that matters pertaining to the working conditions of Employees be drawn up in a Collective Agreement and that in consideration of the mutual covenants contained herein, the Employer and the Union each agree with the other as follows:

ARTICLE 1 – AMENDMENT AND TERM

- 1.01 Unless otherwise specifically provided for in this Collective Agreement, this Collective Agreement shall become effective on the date of the execution by the authorized representatives of the parties and shall continue in full force and effect January 1, 2025 until December 31, 2027, and from year to year thereafter unless either party gives notice in accordance with the *Labour Relations Code*.

- 1.02 Amendments to this Collective Agreement may be made at any time by mutual agreement between the parties provided that such amendments are reduced to writing and executed by the authorized representatives of the parties
- 1.03 The Collective Agreement shall apply to Employees of the Employer for whom the Union has the exclusive right to bargain as set out in the Labour Relations Board Certificate No. 289-92 and No. 290-92 or any amendment thereto.

ARTICLE 2 – INTERPRETATION

- 2.01 “The Smoky Lake Foundation” includes Bar-V-Nook Manor and Vilna Lodge.
- 2.02 “Regular Employee” is one who has completed the required probationary period and who works on a Full-time or part-time basis on regularly scheduled shifts of a continuing nature.
- 2.03 “Full-time Employee” shall mean an Employee who occupies a position designated by the Employer who is regularly scheduled to work Full-time hours specified in Article 11.01 as a Full-time position and who has completed the required probationary period thereof and who has since remained continuously employed by the Employer. Any Part-time Employee who is regularly scheduled and who has over the course of a six (6) month period regularly worked one hundred sixty (160) hours or more per month shall be considered a Full-time Employee.
- 2.04 “Part-time Employee” shall mean an Employee who has completed the required probationary period thereof, is regularly scheduled to work less than the Full-time hours specified in Article 11.01 and who has since remained continuously employed by the Employer.
- (a) Part-time Employees who have indicated their willingness and availability to accept additional hours, in writing in advance, shall have the first opportunity in accordance with seniority to accept or refuse additional hours available before any hours are offered to Casual Employees provided the Part-time Employee is able to perform the work.
- (b) Part-time Employees who choose to work additional hours available may work up to or over Full-time hours but shall not create an overtime situation unless authorized by Lodge Management or, in their absence, the CAO.

2.05 "Casual Employee" shall mean an Employee hired to work on a call-in basis and is not regularly scheduled. A Casual Employee shall receive only those benefits required by statute and the wages stated in this Collective Agreement. Once a Casual Employee has completed four hundred eighty (480) hours worked they will move to the regular rates of pay. A Casual Employee may be terminated for just cause without recourse beyond Step 2 of the grievance procedure.

(a) The provisions of this Collective Agreement shall not apply to Casual Employees except for the following Articles:

- Article 1: Amendment and Term
- Article 2: Interpretation
- Article 3: Management Rights
- Article 4: Union Security
- Article 5: No Discrimination
- Article 7: Probationary Period - Article 7.05 only
- Article 9: Discipline and Termination
- Article 10: Seniority – Article 10.04 only
- Article 11: Working Conditions – Articles 11.02 (a) and (d) only
- Article 12: Overtime
- Article 13: Reporting Pay
- Article 14: Remuneration
- Article 15: General Holiday – Article 15.04 only
- Article 16: Annual Vacation – Article 16.10 only
- Article 21: General Provisions Relating to Leave of Absence – Article 21.03 only
- Article 24: Grievance and Arbitration Procedure
- Article 25: Labour/Management Committee Meetings
- Article 28: Medications
- Article 29: Training
- Article 30: Health Care Aide Training and Financial Assistance
- Article 31: Long Service Increment Bonus

2.06 "Temporary Employee" shall mean an Employee who is hired on a temporary basis for a Full-time or part-time position:

- (a) For a specific job of more than three (3) months in duration but less than eighteen (18) months in duration;
- (b) To replace a Full-time Employee who is on an approved Leave of Absence for the duration of the leave;

(c) The provisions of this Collective Agreement shall not apply to Temporary Employees except for the following Articles:

- Article 1: Amendment and Term
- Article 2: Interpretation
- Article 3: Management Rights
- Article 4: Union Security
- Article 5: No Discrimination
- Article 7: Probation – Article 7.05 only
- Article 9: Discipline and Termination
- Article 11: Working Conditions – Articles 11.02 (a) and (d) only
- Article 12: Overtime
- Article 13: Reporting Pay
- Article 14: Remuneration
- Article 15: General Holiday – Article 15.04 only
- Article 16: Annual Vacation – Article 16.10 only
- Article 24: Grievance and Arbitration Procedure
- Article 25: Labour/Management Committee Meetings
- Article 28: Medications
- Article 29: Training

- 2.07 A Full-time Employee or Part-time Employee who is the successful applicant for a temporary position shall revert to their former status and position upon the completion of the temporary position and shall maintain the rights and benefit eligibility they had as a Full-time Employee or Part-time Employee during the duration of the temporary position.
- 2.08 “Regular Rate of Pay” shall mean the rate of pay assigned to the incumbent of a position within the pay range specified for the classification of such position in the Wage Schedule of this Collective Agreement.
- 2.09 “Classification” shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.
- 2.10 Unless otherwise required by the context, all words in the singular shall mean and include the plural and all words in the plural shall mean and include the singular.
- 2.11 All Employees shall receive the wage rates specified in the Wage Schedule. All Full-time and Part-time Employees shall receive sick leave and health benefits specified in this Collective Agreement on a pro-rata basis according to their hours of work.
- 2.12 The provisions of this Collective Agreement shall not be interpreted in such a manner as to permit the duplication or pyramiding of any benefits provided under the terms of this Collective Agreement.

2.13 "X Day" shall mean a non-scheduled day marked with an X in the schedule posted under Article 11.10.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 Management reserves all rights not specifically restricted in this Collective Agreement.
- 3.02 Without restricting the general nature of the foregoing, it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency, and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
 - (b) direct the working force and to create new positions and to determine the number of Employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;
 - (c) hire, promote, classify, transfer within the same site, lay-off and re-call Employees; and
 - (d) demote, discipline, suspend, or discharge for cause.
- 3.03 The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the work force in a discriminatory manner, nor shall these rights be used in any manner which would deprive any Employee of their employment, except through just cause.

ARTICLE 4 – UNION SECURITY

- 4.01 The Employer recognizes the Union as the sole bargaining agent for Employees set out in the Labour Relations Board Certificate No. 289-92 and No. 290-92 or any amendment thereto and who are within the classifications listed in the Hourly Wage schedule of this Collective Agreement.
- 4.02 An Employee shall not enter into any written or oral agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 The Employer shall deduct from Employees within the scope of this Collective Agreement an amount equal to the bi-weekly union dues in a manner which is in keeping with the payroll system of the Employer based on regular bi-weekly wages only. Deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) of the month following, along with a list of the names of the Employees from whom such deductions have been made.

- 4.04 Any correspondence between the parties arising out of this Collective Agreement shall pass to and from the Chief Administrative Officer of the Employer and the President of the Union or the National Representative of the Union.
- 4.05 The Employer shall allow each facility a bulletin board to post notices and information to members.
- 4.06 The Employer agrees to provide thirty (30) minutes, without any loss of pay, to new Employees to receive an orientation from the Union.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The Employer and the Union shall comply with all applicable legislation.
- 5.02 There shall be no discrimination, favouritism, interference, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, ancestry, colour, creed, family status, gender, gender expression, gender identity, marital status, physical or mental disability except to the extent permitted by law as a *bona fide* occupational requirement, place of origin, political or religious belief, race, sexual orientation, source of income, nor by reason of their membership or activity in the Union.
- 5.03 The Employer and the Union recognize the right of all Employees to work in an environment free from sexual or personal harassment of any form which is physical or verbal or conduct that undermines an Employee's health, well-being, job practice, or endangers an Employee's employment status or potential.

ARTICLE 6 – NEW CLASSIFICATION

- 6.01 When a new classification which comes within the scope of this Collective Agreement is created during the term of this Collective Agreement, the rate of pay for such classification shall be subject to negotiations between the parties and failing agreement the rate of pay of such classification shall be subject to grievance.
- 6.02 Existing classifications shall not be eliminated or changed without prior consultation with the Union.

ARTICLE 7 – PROBATIONARY PERIOD

- 7.01 All Employees, upon hiring shall serve a probationary period of four hundred eighty (480) hours worked.
- 7.02 The Employer has the right to terminate the employment of a Probationary Employee at any time for any reason during the probationary period without notice or payment in lieu of notice. Such termination is not subject to the grievance procedure.
- 7.03 In the event the Employer intends to extend an Employee's probation period, the Employer will complete a performance evaluation prior to the end of the probation period in accordance with Article 7.01 and notify the Union and the Employee of the reasons for the extension. The probationary period may be extended up to an additional three (3) months. If an Employee is terminated during such an extension of the probationary period in accordance with Article 7.03, the Employee will be entitled to one (1) week's notice or payment in lieu of notice.

ARTICLE 8 – VACANCIES, JOB POSTINGS, APPLICATIONS, PROMOTIONS AND TRANSFERS

- 8.01 All vacant positions the Employer requires to be filled, and all new positions shall be posted at each facility. Each posting shall state the following information:
- (a) job title;
 - (b) responsibilities;
 - (c) qualifications;
 - (d) existing shift schedule;
 - (e) basic rate of pay;
 - (f) the Full-time equivalency (FTE) of the position, and
 - (g) to whom applications should be submitted.
- 8.02 All vacancies or newly established positions shall be posted internally for at least seven (7) days before any outside advertisement or posting unless the Employer and the Union agree in writing to a longer or shorter period. All internal applicants and the Union will be advised of the competition results within fourteen (14) days of its conclusion.
- 8.03 Where vacancies are to be filled, or new classifications are created within the scope of this Agreement, such vacancies shall be filled wherever possible from within the bargaining unit. Such vacancies shall be filled based on Seniority provided that the applicant possesses the necessary qualifications for the job and has the ability to perform the work.

- 8.04 Where no applicant from within the bargaining unit possesses both the qualifications of the job and the ability to perform the work, the Employer may post the position externally at the expiration of the period specified in Article 8.02.
- 8.05 Temporary vacancies shall be greater than thirty (30) days and up to twelve (12) months in duration. A vacancy may be extended by mutual and written Agreement between the Employer and the Union.
- (a) Temporary vacancies shall be posted and filled in accordance with Article 8.01, Article 8.02, Article 8.03 and Article 8.04.
 - (b) The provisions of Article 12.07 of this Agreement will not apply as a result of any changes to the shift schedule which may occur through the operation of this Article.
 - (c) All Employees shall be allowed to apply for temporary positions without loss of benefits or status of their position, and the following conditions shall apply:
 - (i) Employees appointed to a lower level classification shall maintain their base wage rate of their existing classification;
 - (ii) Employees appointed to a higher level classification shall be moved on the wage grid to a corresponding base wage rate higher than their current base wage rate. For example, a Food Services Aide at Level 2 accepts a temporary position as Cook I for three months, and they would be placed at Level 1 of the Cook I classification.
 - (iii) At no time shall an Employee's base wage rate decrease due to an appointment to a Temporary position.
 - (d) The Temporary position will end immediately upon the return to work of the absent Employee, and the Employee shall return to their previous classification and status, if any, held prior to the Temporary position.
- 8.06 Promotions will be based on the qualifications, skills, and abilities needed to fill the position. Where the Employer considers these factors to be relatively equal, Seniority will be the deciding factor.
- 8.07 Any Employee transferred or promoted to a new classification within the bargaining unit shall serve a trial term of three (3) calendar months from the date of promotion to that position. The trial term shall only be extended by mutual agreement between the Employer and the Union.
- 8.08 During the trial term, if, in the opinion of the Employer, the Employee fails to demonstrate their suitability for that position, or upon the request of the Employee, the Employer shall remove the Employee from that position, and the Employee will be placed in their former classification and full-time equivalency

(FTE), without posting and without any contravention of the posting provisions in Article 8, at their former basic rate of pay.

8.09 The Employer agrees to notify the Union of new hires within fourteen (14) days.

ARTICLE 9 – DISCIPLINE AND TERMINATION

9.01 Discipline

- (a) Except for the dismissal of an Employee serving a probationary period, there shall be no discipline or dismissal except for just cause.
- (b) None of the provisions of this Article shall prevent immediate suspension or dismissal for cause, subject to the grievance procedure.
- (c) Discipline shall normally be progressive, appropriate, and measured to the incident that gave rise to the discipline.
- (d) The Employer may discipline for just cause by providing written disciplinary notices to Employees for poor conduct, unsatisfactory job performance, or infraction of the Employer's rules, regulations, and policies.
- (e) The Employer may issue a Letter of Expectation to outline job requirements and expectations. The intent of the letter is to clarify expectations for an Employee and to allow the Employee to meet those expectations.
- (f) A Letter of Expectation shall not be considered disciplinary but shall be placed on the Employee's personnel file. Any Letter of Expectation placed on an Employee's personnel file shall be removed after a period of twelve (12) months of worked hours.
- (g) Copies of all written disciplinary notices issued shall be forwarded to the Union Local. In addition, all written disciplinary notices shall be signed by the Employee and Employer and placed in the Employee's personnel file.
- (h) An Employee shall have the right to have Union representation at any disciplinary meeting or discussion that may lead to discipline. Any dismissal or discipline of an Employee may be subject to the grievance procedure (Article 24).
- (i) Where a Manager or designate intends to hold an investigative meeting with an Employee that has the potential to lead to discipline, the Manager or designate shall provide the Employee with not less than twenty-four (24) hours advance notice and the purpose of the meeting so the Employee may contact the Union to arrange for a Steward or the CUPE National Representative to be present. The Manager or designate will provide the

Union with meeting particulars, date, time and location. This requirement may be waived upon mutual agreement between the Union and Employer.

- (j) An Employee required to attend a disciplinary or investigation meeting shall be paid at the Basic Rate of Pay for time spent in attendance at that meeting.

9.02 An Employee shall have the right to have access to and shall be provided with access to copy their personnel file during office hours upon providing the Employer with at least three (3) days' notice and a Union Representative present. No evidence from the Employee's personnel file may be introduced as evidence in any hearing of which the Employee was not aware of at the time of filing.

9.03 Any notice of discipline placed on an Employee's personnel file shall be removed after a period of eighteen (18) months of worked hours exclusive of leave of absence in excess of thirty (30) days, provided that:

- (a) no further disciplinary action related to a similar issue has been taken during that eighteen (18) month period; or
- (b) disciplinary action is not the subject of an unresolved grievance.

9.04 Job Abandonment

- (a) An Employee who is absent for more than three (3) consecutive working days without authorization of the Employer shall be considered to have terminated their employment. However, the termination will be rescinded if the Employee demonstrates that special circumstances beyond the Employee's control prevented them from reporting to their designated place of work.
- (b) An Employee that leaves their shift without approval from their Manager or designate shall be deemed to have abandoned their position and their employment terminated.

9.05 In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

9.06 Employees shall be provided with a copy of their Employee evaluations.

9.07 The Employer shall ensure all Employees are aware of their right to representation and will notify the Union in advance of any investigations, disciplinary actions or adjustments to the workforce.

9.08 An Employee wishing to terminate their employment relationship shall be required to give two (2) weeks written notice to the Employer.

ARTICLE 10 – SENIORITY

10.01 Seniority shall be determined by continuous service as an Employee based upon the date of hire.

10.02 Leave of Absence

- (a) Seniority shall not be considered broken by reason of absence due to illness, accident, or lay-off for periods of less than twelve (12) calendar months, or leave of absence approved by the Employer.
- (b) Where such absence exceeds thirty (30) calendar days, seniority shall cease to accrue
 - (i) thirty (30) days after being laid off;
 - (ii) with Workers' Compensation leave in excess of ninety (90) days;
 - (iii) with long-term disability leave in excess of ninety (90) days; or
 - (iv) with an unpaid approved leave of absence in excess of thirty (30) days.

10.03 An up-to-date Employee seniority list, including those on lay-off, shall be provided to the Union President and posted in each location in June and December of each year. The list shall indicate each Employee's name, date of hire, job title, and FTE classification. Notwithstanding the previous, the Union President may request an updated list at any time with reasonable notice.

10.04 If an Employee is re-hired within six (6) months of termination, their seniority shall continue from their original date of hire, less time spent out of the employ of the Foundation.

ARTICLE 11 – HOURS OF WORK

11.01 The normal hours of work for Full-time Employees shall be eight (8) hours per day exclusive of meal breaks and an average of eighty (80) hours over a two (2) week period. The work week shall commence on Sunday.

- 11.02 (a) Hours of work for Part-time, Casual and Temporary Employees shall consist of:
- (i) a minimum of four (4) hours per shift;
 - (ii) up to eight (8) hours in any one (1) day.

11.03 Employees who are scheduled to rotate shifts (days, evenings and nights) shall be assigned no less than one-third (1/3) day shifts unless mutually agreed to, between the Employer and the Union. The Employer shall consider requests by Employees, on the basis of seniority, to work permanent evenings and/or nights.

11.04 Unless otherwise mutually agreed between the Employer and the Union, shift schedules for Employees shall provide for:

- (i) not more than two (2) different shift starting times between days off;
- (ii) at least two (2) consecutive days off per week.

11.05 Days off for Employees shall be scheduled consecutively and shall be planned in such a way as to equally distribute weekends as much as possible. An Employee shall not be scheduled to work more than six (6) consecutive days except as mutually agreed between the Employer and the Union.

11.06 Additional Hours of Work

Part-time and Casual Employees shall be considered for additional hours of work:

- (i) that are made available to relieve for absence; or
- (ii) are not regularly scheduled;

Subject to Article 2.04(a), such additional hours of work shall be distributed based on seniority as equally as possible among the Part-time and Casual Employees who have not yet worked full-time hours.

If the Employer cannot find an Employee to work the additional hours, the Employer will start at the top of the current seniority list and offer the most senior Employee and so on down the list until the Employer finds an Employee willing to work the shift.

1.07 Casual Eligibility

To maintain eligibility, Casuals must accept a minimum of fifty (50) percent of offered shifts during a three (3) calendar month period. Casual Employees not working the minimum offered shifts, without providing a reason acceptable to the Employer, shall be removed from the Casual Employee list and terminated.

11.08 Emergent Situations

In emergent situations the Employer shall have the right to fill the shift as deemed necessary. In an urgent situation in which time is of the essence, seniority may be overlooked.

11.09 Rest Periods and Meal Breaks

- (a) Each Employee shall be permitted a thirty (30) minute rest period within each five (5) consecutive hours of their normal shift.
- (b) Any Employee who is not permitted to leave the premises shall have their rest periods paid.

11.10 The Employee Schedule shall be posted at least two (2) weeks in advance. Once posted, the shift schedule will only be changed upon mutual agreement between the Employer and the Employee.

11.11 Failure to provide at least fourteen (14) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest periods.

11.12 It is agreed that a minimum of two (2) Employees shall be on duty between the hours of 3:30 p.m. and 7:00 a.m., seven (7) days per week.

ARTICLE 12 – ALLOWANCES AND ENTITLEMENTS

12.01 Shift Differential

- (a) An Employee who works between the hours of 4:00 p.m. and 8:00 a.m. shall receive a shift differential of three dollars and twenty-five cents (\$3.25) per hour for each hour worked.
- (b) An Employee who works on a Saturday and/or Sunday shall receive an additional two dollars and forty-five cents (\$2.45) per hour for each hour worked.

12.02 Responsibility Pay

Upon ratification, an Employee shall receive an additional two dollars (\$2.00) per hour when they are scheduled as the individual whom is the facility contact for staffing, scheduling and resident issues.

12.03 Daylight Savings

At the time of change from Standard to Daylight Saving Time, Employees working the midnight shift shall work seven (7) hours and be paid for eight (8) hours. When reverting from Daylight Saving to Standard Time, Employees will each work nine (9) hours and be paid accordingly with one (1) hour at the overtime rate.

12.04 Vehicle Allowance

Upon ratification, when an Employee is required to use their personal vehicle for purposes of the Employer, they shall be reimbursed at the Canada Revenue Agency rate, without deductions.

12.05 Clothing and Uniform Allowance

- (a) Effective 2026, Health Care Aides and Care Aides shall receive two hundred dollars (\$200) annually in March, pro-rated on their FTE status of the previous year, to assist with the cost of scrubs.
- (b) Effective January 1, 2026, Maintenance personnel who have completed their probationary period in accordance with Article 7 are eligible for reimbursement of up to two hundred dollars (\$200) annually for CSA approved footwear. Reimbursement is conditional on providing a receipt which certifies the footwear is CSA approved.
- (c) Effective January 1, 2026, Maintenance personnel shall be required to wear the Smoky Lake Foundation provided uniforms.

ARTICLE 13 – REPORTING AND ON-CALL PAY

- 13.01 An Employee who reports for work as scheduled and is sent home by the Employer prior to commencing four (4) hours of work shall be paid for four (4) hours at their regular rate of pay for inconvenience suffered. This provision shall not operate when the Employee is contacted prior to such attendance at work and is informed that no work is available.
- 13.02 An Employee who is called in by management and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at regular rates, unless overtime provisions apply as per Article 14, whenever there is a break between the Employee's regularly scheduled hours and the work the Employee is called in to do. Employees will be paid for only one (1) callback per three (3) hour period. When the work called back for is completed, the Employee shall be allowed to leave.
- 13.03 a) On-call duty shall mean any period during which an Employee is not working but during which the Employee is required by the Employer to be readily available and fit for work to respond without undue delay to any request to report for work.
- b) For each assigned hour of authorized On-Call duty, an Employee shall be paid one dollar and fifty cents (\$1.50) per hour upon ratification, two dollars (\$2.00) per hour September 1, 2026, and two dollars and fifty cents (\$2.50) per hour September 1, 2027.

ARTICLE 14 – WAGES AND OVERTIME

- 14.01 Employees shall be paid on a biweekly basis in accordance with the regular rates of pay as set forth in Appendix “A” for hours worked. On each payday each Employee shall be provided with an itemized statement of earnings and deductions. Employees shall be paid by direct deposit to the financial institution of their choice.
- 14.02 Where an Employee is required by the Employer to work in excess of eight (8) hours per day or eighty (80) hours over a two (2) week rotation, all such work shall be considered overtime and shall be paid at one and one half (1½) times per regular hourly rate of pay for each hour or partial hour worked.
- 14.03 Hours worked on the sixth (6th) or seventh (7th) consecutive days of work by an Employee, or where an Employee is required to work six (6) or more days consecutively, all days that are not a scheduled day of work (X day) shall be paid at two (2) times their regular rate of pay.
- 14.04 Employees shall not have any hours of work reduced to equalize any overtime worked in that pay period.

ARTICLE 15 – STATUTORY NAMED HOLIDAYS

- 15.01 The following days are Statutory Named Holidays:

New Year’s Day	Thanksgiving Day
Family Day	Remembrance Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Labour Day	Heritage Day
Canada Day	National Day for Truth and Reconciliation

And any other day proclaimed as a Statutory Named Holiday by the Federal or Provincial Governments, or granted to management staff.

- 15.02 Full-time Employees will be paid for Statutory Named Holidays as follows:
- (a) A Regular Full-time Employee who works on a Named Holiday shall be paid at the rate of one point five times (1.5X) their Basic Rate of Pay for all hours worked and granted an additional day off at their Basic Rate of Pay to be taken at a time mutually agreed between the Employer and Employee or receive a payout for the additional day off at the Basic Rate of Pay.
 - (b) When a Statutory Named Holiday falls on a day that would otherwise have been worked, the Employee will receive their regular hourly rate for the Employee’s regularly scheduled hours.

- (c) When a Statutory Named Holiday falls on a Regular Full-time Employee's regularly scheduled day off, the Employee shall be granted a day off at their Basic Rate of Pay within thirty (30) days of that holiday.
- (d) A Regular Full-time Employee shall be entitled to a day off with pay for a Statutory Named Holiday provided they:
 - (i) work their scheduled shift immediately prior to and immediately following the Holiday except where the Employee is absent due to illness;
 - (ii) work on the Named Holiday when scheduled or required to do so; and
 - (iii) are not on a leave of absence.
- (e) When a Statutory Named Holiday falls during a Regular Full-time Employee's sick leave, maternity leave, or any other leave of absence, no other day off in lieu will be granted, nor will holiday pay be paid for that holiday.
- (f) When a Statutory Named Holiday falls on a Regular Full-time Employee's vacation, it shall be scheduled as a Statutory Named Holiday.

15.03 All Permanent Part-time, Temporary and Casual Employees shall receive Statutory Named Holiday pay at the rate of five percent (5%) of their regular earnings paid at their regular rate of pay in lieu of the Statutory Named Holiday and paid on each pay cheque.

15.04 Part-time, Temporary and Casual Employees shall be paid one and one half (1½) times their basic rate of pay for all hours worked on a Statutory Named Holiday.

15.05 Working Christmas Day

- (a) Any Employee scheduled to work on Christmas Day shall receive two and one-half (2 ½) times their Basic Rate of Pay for the hours worked on the holiday, or one (1) regular day of pay plus an additional day off with pay paid at one and one-half (1 ½) times the regular rate of pay.
- (b) Effective 2026, Employees will only be scheduled for every second (2nd) Christmas Day, unless an Employee requests to work on what would have been their non-scheduled Christmas Day.

ARTICLE 16 – ANNUAL VACATION

16.01 Permanent Full-time Employees shall accrue vacation with pay in accordance with their years of continuous employment, and Part-time Employees shall receive the same annual vacation with pay on a pro-rated basis, as follows:

Less than one (1) year	Ten (10) scheduled working days or prorated portion thereof Part-time Employees – 4%
One (1) year or more	Fifteen (15) scheduled working days or prorated portion thereof Part-time Employees – 6%
On the sixth (6 th) anniversary of employment and each year thereafter	Twenty (20) scheduled working days or prorated portion thereof Part-time Employees – 8%
Effective January 1, 2026 – On the eleventh (11 th) anniversary of employment and each year thereafter	Twenty-five (25) scheduled working days or prorated portion thereof Part-time Employees – 10%
Effective January 1, 2026 – On the sixteenth (16 th) anniversary of employment and each year thereafter	Thirty (30) scheduled working days or prorated portion thereof Part-time Employees – 12%

16.02 Vacation pay shall be at the regular rate of pay of the Employee.

16.03 As far as possible, Employees shall be granted their request of vacation periods according to seniority within each classification, but the right to allot vacation periods is reserved by the Employer. If the Employer is unable to approve the request of an Employee for their vacation period, the Employee shall be notified in writing within five (5) calendar days and provided with the reason therefore.

16.04 All Employees shall receive their vacation pay based upon years of service as set forth in Article 16.01 above. Vacation pay shall be paid at the time the vacation is taken.

16.05 The vacation year shall be January 1st through December 31st inclusive.

16.06 Vacation entitlement shall be taken in the year it is earned with the following exceptions:

- (a) Employees who are serving probation in accordance with Article 7 who cannot take vacation until they have successfully completed probation.
- (b) Employees who have submitted a “Vacation Carry Over Request” by December 1 to the Manager or designate for approval.

16.07 No vacation time shall be carried forward to the following year or paid out unless the Regular Employee has taken the minimum vacation leave as required by Employment Standards (Alberta).

16.08 Vacation with pay shall not accrue during periods when the Employee is:

- (a) on lay off;
- (b) in receipt of compensation from the Workers' Compensation Board in excess of thirty (30) days; or
- (c) on leave of absence in excess of thirty (30) calendar days for any reason.

16.09 An Employee must receive final approval from their Lodge Manager with respect to when the Employee's annual vacation is to be taken:

- (a) All vacation time requests involving more than two (2) days off must be submitted to their Lodge Manager for approval by March 15th at the latest and will be approved based on seniority.
- (b) In the event an Employee wishes to take holidays before March 15th, a vacation request is to be made by December 1st of the preceding year.
- (c) Any vacation requests made after March 15th will be reviewed on a first-come, first-served basis, though requests made before March 15th take precedence.
- (d) Vacation requests made in compliance with Article 16.09 (a)(b)(c) will not be unreasonably denied and will be granted where operationally feasible.
- (e) Once approved, vacation will not be changed without mutual consent with the exception of emergent situations.
- (f) Decisions on vacation requests will be completed by the Employer by April 30th for those submitted by March 15th and within thirty (30) working days for those submitted after March 15th.
- (g) It is understood that Employees will be granted Christmas Day off at least once in a two (2) year period save for in exceptional circumstances.

16.10 Vacation shall only be taken in full-day increments.

16.11 Temporary and Casual Employees receive vacation pay each pay period at a rate of four (4%) percent of the regular rate of pay.

ARTICLE 17 – SICK LEAVE

17.01 (a) Sick leave benefits are a form of insurance against loss of pay by reason of illness, or quarantine by a Medical Officer of Health.

- (b) An Employee who is absent due to a non-local medical/dental appointment is eligible to use sick leave credits for the hours of work absent for such appointment.
 - (c) A Regular Employee shall be granted the use of sick leave credits in the event of family illness that shall include parents, children, or other dependents to a maximum of five (5) days per year.
- 17.02 During the probationary period worked by an Employee, any time off on sick leave shall be without pay. After completion of the probationary period, a Full-time Employee shall be eligible to cumulative sick leave credit computed from the date of commencement of the probationary period at the rate of one and one-half (1½) days per month for each month worked up to a maximum of one hundred twenty (120) working days. A Part-time Employee shall be eligible to earn sick leave benefits on a pro-rata basis in the proportion that their monthly hours of work bear to one hundred sixty (160) hours. Temporary and Casual Employees are not entitled to any sick leave accrual.
- 17.03 Paid sick leave shall only be granted up to the amount of the accumulated sick leave credits at the time of the commencement of the sick leave. For each day of paid sick leave granted, accumulated sick leave credits shall be reduced by one (1) day.
- 17.04 Employees unable to report for their shift due to illness or injury shall notify the Manager or designate as soon as possible. During the course of the illness or injury, the Employee will regularly update the Manager or designate regarding their illness and expected date of return to work. The Employer reserves the right to request medical certification and documentation for any occurrence of illness and costs reimbursed to the Employee as outlined in Article 17.05.
- 17.05 Costs for medical certification and documentation requested by the Employer shall be reimbursed to the Employee to a maximum of one hundred dollars (\$100) CAD.
- 17.06 When an Employee accepts any assignment for sickness relief not included in their regularly scheduled rotation, and then reports sick for such assignment, the Employee shall not be entitled to utilize sick leave credits for any additional hours created by such assignment.
- 17.07 Sick leave credits shall not accrue during a period of absence in excess of thirty (30) days in the case of:
- (a) illness;
 - (b) injury;
 - (c) lay-off;

(d) leave of absence.

(e) WCB

17.08 Upon termination or resignation, all sick leave credits will be cancelled and no payment for such credits will be made to the Employee by the Employer.

17.09 An Employee found to be abusing sick leave, or using it for personal gain, may be terminated for just cause.

17.10 The Employer may require that an Employee be examined by an independent medical practitioner where:

(a) there is prolonged or frequent absence from work due to illness;

(b) there is apparent misuse of sick leave; or

(c) there is concern about the Employee's ability to satisfactorily perform their required duties due to disability or illness.

ARTICLE 18 – MATERNITY / PARENTAL / ADOPTION LEAVE

18.01 The Employer shall provide maternity, parental and adoptive leave in accordance with the *Employment Standards Code* and regulations thereunder. Upon request of an Employee, the Employer shall provide the Employee with a copy of the regulations relating to such leave.

ARTICLE 19 – OTHER LEAVES

19.01 Bereavement Leave

(a) Regular Employees shall be granted up to three (3) consecutive working days off with pay at the Employee's regular rate of pay for the purpose of attending the funeral in the case of the death of a spouse, common-law partner, same-sex partner, adult interdependent partner, fiancé(e), child (and their partner/spouse), step-child (and their partner/spouse), current or former foster child, grandchild, parent, legal guardian, step-parent, parent-in-law, former foster parent, grandparent, grandparent-in-law, sibling (and their partner/spouse), step-sibling (and their partner/spouse), aunt, uncle, niece, nephew, and person the Employee isn't related to but considers to be close like a relative.

(b) Where the funeral takes place outside of Alberta (but within Canada), such leave may be extended by up to two (2) days to allow for travel time. In the event the funeral takes place outside of Canada, such leave may be extended up to four (4) days to allow for travel time.

- (c) In the event of the death of a family member related by marriage or blood or a close friend, an Employee shall be granted bereavement leave with pay for up to one (1) working day up to a maximum of two (2) days per calendar year. Subsequent bereavement days are unpaid, and shall not be unreasonably withheld up to one (1) working day.
- (d) Upon request, bereavement leave may be separated and granted as two (2) separate leaves to accommodate a funeral and a separate ceremony scheduled at a later date. The separate leaves shall not exceed the total days granted under the provisions in Article 19.01.
- (e) Temporary and Casual Employees are not eligible for paid bereavement leave.

19.02 Civic Responsibility

- (a) Civic responsibility time off without loss of pay will be granted to Regular Employees when necessary for mandatory court appearances, jury duty, or voting.
- (b) The Employer will reimburse Regular Employees scheduled to work for the difference between any fees or monies (not including per diems for meals and accommodation) the Employee may receive in fulfilling their civic responsibilities.

19.03 The Employer agrees to provide to Employees the following leaves of absence in accordance with the Alberta *Employment Standards Code* and regulations thereunder. Upon request of an Employee, the Employer shall provide the Employee with a copy of the regulations relating to such leave.

(a) Reservists' leave	up to 26 consecutive weeks
(b) Compassionate care leave (to care for a critically ill family member)	up to 27 weeks
(c) Death or disappearance of child	up to 52 weeks for the disappearance of a child due to a crime; up to 104 weeks if the child has died as a result of a crime
(d) Critical illness of a child	up to 36 weeks
(e) Domestic violence leave	up to 10 days
(f) Personal and family responsibility leave	up to 5 days
(g) Citizenship ceremony leave	up to one day

19.04 During the course of an unpaid leave of absence in excess of thirty (30) consecutive calendar days, the Employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave of absence will remain intact and be available for use by the Employee upon their return to work.

ARTICLE 20 – LEAVE TO ATTEND COLLECTIVE BARGAINING

- 20.01 (a) Time off from work without loss of regular pay, benefits and seniority shall be provided for up to two (2) Employees, from Bar-V-Nook Manor and two (2) Employees from Vilna Lodge for the purpose of attending at negotiation meetings with the Employer provided that such meetings are held during the scheduled working hours of the Employee. Notwithstanding the above, if an Employee is required to work a shift immediately before or after a negotiation meeting, the Employee will be given that shift off without loss of pay and a replacement shall be called.
- (b) Requests for leave of absences for Union duties shall be made in writing fifteen (15) days prior to the leave being taken. Leave of absence for Union duties shall be without loss of seniority to Employees elected or appointed to represent the Union at Union conventions, Workshops, Seminars or Schools.
- (c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave, plus eighteen percent (18%) to cover the cost of benefits.
- (d) Employees who are elected or selected for a Full-time position with the Union, anybody with which the Union is affiliated, shall be granted leave of absence without pay, but with no loss of seniority, for a period of one (1) year. Such leave shall be renewed each year, on request, during their term of office.

ARTICLE 21 – GENERAL PROVISIONS RELATING TO LEAVE OF ABSENCE

- 21.01 An Employee who is absent on authorized leave without pay in excess of thirty (30) consecutive calendar days shall cease to accrue sick leave, vacation, benefits and seniority under this Collective Agreement.
- 21.02 An Employee who is absent on authorized leave without pay shall not be eligible to receive any monetary benefits under this Collective Agreement unless specifically otherwise provided.
- 21.03 A written request for a Leave of Absence must be submitted to the Employer at least one (1) month in advance of the start date of the requested leave, except in emergent caregiver situations where advance notice is not possible.
- 21.04 An Employee found to be using a leave of absence of any kind for personal gain, including but not limited to, being gainfully employed during the period of leave will be subject to discipline. This provision may be waived with the Employer's approval.

ARTICLE 22 – BENEFITS

22.01 GROUP HEALTH BENEFITS PLAN

The Group Health Benefits Plan will be available to all Regular Employees, subject to Article 22.03, who work an average of twenty (20) hours per week and over and will include: (user is Employee, spouse and dependent child):

- Prescriptions eighty percent (80%)
- Paramedical one thousand dollars (\$1000) per user per year
- Dental 80% basic to one thousand dollars (\$1000) per user per year
- \$25,000 life insurance for Employees including Accidental Death and Dismemberment (AD&D)
- \$10,000 life insurance for spouse
- \$5,000 life insurance for dependent child

- 22.02 Premium costs to provide benefits will be shared seventy percent (70%) Employer and thirty percent (30%) Employee.

22.03 A Health Spending Account will be available to Employees working twenty (20) hours or more per week (as per benefits eligibility criteria).

The annual allotment will be:

- (a) Five hundred dollars (\$500) in 2025
- (b) Seven hundred and fifty dollars (\$750) in 2026
- (c) One thousand dollars (\$1,000) in 2027

22.04 An Employee hired prior to and including the fifteenth (15th) of the month will be deemed to have commenced employment at the beginning of the month and an Employee who commenced employment after the fifteenth (15th) of the month will be deemed to have commenced employment at the beginning of the next succeeding month for the purpose of determining the effective date of benefits coverage.

22.05 Should the Alberta Government re-institute Alberta Health Care Premiums, premium costs shall be shared seventy-five percent (75%) Employer and twenty-five percent (25%) for eligible Employees.

22.06 The Employer agrees to notify the Union in writing of any changes to the insurance carrier and to discuss such changes one (1) month in advance of any such change coming into effect.

22.07 There will be no deductibles for the Group Health Benefits plan, and, if fee guides are used, they will be the most current available. The Employer will provide a master contract to the Union that details benefits, coverage, and payments.

22.08 Pension Plan

(a) All Regular Employees who have completed the probationary period as provided for in Article 7 shall be enrolled in The Nursing Homes and Related Industries Pension Plan (NHRIPP). Employees will contribute five percent (5%) of their regular earnings. The Employer agrees to match the individual's five percent (5%) contribution.

(b) Funds shall be deposited by the Employer in the Plan described in 22.08 a), and thereafter the Plan shall be managed in accordance with the Plan's terms and conditions.

22.09 Temporary and Casual Employees are not entitled to participate in the Benefit or Pension Plan.

22.10 Employees on an unpaid leave of absence in excess of thirty (30) consecutive calendar days can continue their benefits during the period of their leave for up to 18 months by prepaying the Employee portion of the benefits for the length of time they will be on leave. If the Employee chooses to pay for their portion of benefits, the Employer will continue to pay the Employer portion of the benefits.

ARTICLE 23 – LAY-OFF AND RECALL

23.01 In the event of a lay-off, Employees with less than one (1) year of continuous service shall be laid off in the reverse order of their seniority within the department and thereafter seniority within the bargaining unit shall apply.

Employees shall be recalled in order of seniority provided that they are qualified to perform the available work. No new Employees shall be hired until those laid off Employees who are qualified for the available work have been given the opportunity for re-employment.

23.02 The Employer shall notify Employees who are to be laid off fourteen (14) days before the lay-off is to be effective. If the Employee laid off has not had the opportunity to work during the fourteen (14) calendar days after notice of lay-off, they shall be paid in lieu of work for that part of the fourteen (14) days during which work was not available, provided however, that in this fourteen (14) day period, the Employer may assign duties other than those normally connected with the classification in question.

23.03 A laid off Employee who fails to report for work within five (5) working days after being notified in writing to do so, shall be deemed to have resigned their employment with the Employer. It shall be the responsibility of the Employee to keep the Employer informed of their current address.

23.04 The right to recall in accordance with Article 23.01 shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated with severance paid consistent with the *Employment Standards Code*.

23.05 Temporary and Casual Employees do not have any layoff protection nor right of recall.

ARTICLE 24 – GRIEVANCE AND ARBITRATION PROCEDURE

24.01 Any notice or advice which the Employer is required to give to the Union shall be delivered to the Site Vice-President and/or the National Representative.

24.02 Any notice of advice which the Union is required to give to the Employer shall be sufficient if delivered to the CEO.

24.03 The Union shall have the right at any stage of the grievance procedure to have the assistance of their National Representative.

24.04 (a) The word “day” when used in this Article shall mean consecutive days exclusive of Saturdays, Sundays and recognized holidays set forth in this Collective Agreement.

(b) For the purpose of this Collective Agreement, a “grievance” is defined as any difference as to the interpretation, application, operation or alleged violation of this Collective Agreement.

24.05 Steps in the Grievance Procedure

(a) Step 1 – Problem Solving

Prior to filing a grievance, an Employee who has a potential grievance shall, within fifteen (15) business days of the date they become aware of, or reasonably should have become aware of, the occurrence which may potentially lead to a grievance shall first discuss the matter with their immediate supervisor and Union representation and attempt to resolve the potential grievance at this stage. The Employer will issue a written decision within ten (10) days of the meeting. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

(b) Step 2

If the grievance is not settled under Step 1, the Union shall submit the grievance in writing to the Director of Human Resources within ten (10) days of the written response from the Employee’s immediate supervisor. The Director of Human Resources or designate will forward the grievance to the appropriate Manager, and a meeting to hear the grievance will be scheduled within ten (10) days. The Manager or designate shall advise the Employee of their decision in writing within ten (10) business days of the meeting at which the grievance was heard. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

(c) Step 3

If the grievance is not resolved at Step 2 within ten (10) business days of the decision of the Manager, it shall be forwarded to the Union, stating the nature of the grievance and redress sought, to the Chief Executive Officer or designated representative. The Chief Executive Officer shall schedule a meeting with the Union to hear the grievance within ten (10) business days of receiving the grievance. The Chief Executive Officer will issue a decision, in writing, to the Union within ten (10) days of hearing the grievance. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

24.06 Alternative Dispute Resolution Process

By mutual agreement, the parties may initiate the Dispute Resolution Process at any step of the Grievance Procedure. The parties may mutually agree to bypass stages, return to previous stages, and/or extend the time limits contained in the Dispute Resolution Process. Such agreements shall be confirmed in writing.

- (a) The parties may mutually agree to involve a facilitator or mediator and/or any other external resource. Any external resource costs, including those of a facilitator/mediator, will be cost-shared on a 50/50 basis between the Union and Employer. External resources will be utilized by mutual agreement.
- (b) The facilitator(s) may take notes of discussions to share with the participants and to assist the consultation process. Notes taken by any of the participants are confidential and without prejudice to the legal or contractual rights of the parties. Comments made during consultation shall not be attributed to specific individuals.
- (c) Agreements reached in the Dispute Resolution Process are confidential and without prejudice to the legal and contractual rights of the parties and shall be confirmed in writing.
- (d) The Union or the Employer may conclude the Dispute Resolution Process at any time by written notice to the other party.
- (e) If facilitation does not achieve mutual resolve and/or withdrawal of a grievance, the parties will revert to the grievance procedure.

- (f) Notwithstanding the above, the parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel. The Panel decision shall be final and binding on the parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. It is further agreed that if the Panel cannot render a majority decision, the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined in this Article, or withdraw the grievance.

24.07 Arbitration

- (a) Either party wishing to submit a grievance to arbitration shall, within ten (10) business days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.
- (b) Within seven (7) business days of receipt of notification provided for as above, the party receiving such notice shall:
 - (i) inform the other party of the name of its appointee to the Arbitration Board; or
 - (ii) arrange to meet with the other party in an effort to select a single Arbitrator. Where Agreement cannot be reached on the principal and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to the Board have been named by the parties, they shall within seven (7) business days endeavor to select a mutually acceptable Chair of the Arbitration Board. If they cannot agree upon the choice of a Chair, an application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the Labour Relations Code.
- (d) In the case of an Arbitration Board, the Chair shall have the authority to render the decision with the concurrence of either of the other members and the decision thus rendered or the decision of the single Arbitrator shall be final and binding on the parties.
- (e) The Arbitration decision shall be governed by the terms of this Agreement and shall not alter, amend, or change the terms of this Agreement. If the

Arbitration Board finds that an Employee was unjustly suspended or dismissed or that the degree of penalty was inappropriate to the offense, it may modify the penalty to what is deemed fair in the circumstances.

- (f) Each of the parties to this Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chair or single Arbitrator shall be borne equally by the two (2) parties to the dispute.
- (g) Any of the time limits contained in the Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

24.08 Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered abandoned unless the parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limits.
- (c) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 2.
- (e) Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, or where a group of Employees has a grievance, a policy or group grievance may be filed by the Union commencing at Step 2.
- (f) Except for policy grievances, any grievance is to be submitted by the Union, with the grievance being signed by both the Union representative and the Employee.

ARTICLE 25 – LABOUR/MANAGEMENT COMMITTEE MEETINGS

- 25.01 In an effort to improve communication and efficiency in operations, a Labour/Management Committee comprised of representatives of the Employer and the Union will meet at least two (2) times a year.
- 25.02 Members of the committee for the Union will be the President of Local 1461, the shop steward for Bar-V-Nook Manor and/or alternate; the shop steward for Vilna Lodge and/or alternate, and/or the CUPE National Representative. The Employer agrees that up to two (2) Employees attending such meetings shall suffer no loss of regular pay, seniority or benefits.
- 25.03 The committee shall have the opportunity to invite guests from time to time. As a courtesy, the party inviting the guests will give the other party at least two (2) weeks advance notice.

ARTICLE 26 – SEVERANCE

- 26.01 (a) Instead of giving a notice of termination as required under the Alberta *Employment Standards Code*, the Employer may pay a Regular Employee an amount at least equal to the wages the Employee would have earned if the Employee had worked the regular hours of work for the applicable notice period.
- (b) The Employer may give an Employee a combination of pay and notice, in which case the pay must be at least equal to the wage that the Regular Employee would have earned for the notice period that is not covered by the notice.
- (c) If the wages of any Employee vary from one pay period to another, the average of the Employee's wage for the three (3) month period immediately preceding the date of termination of employment is to be used to determine the Employee's pay.
- (d) Severance pay will not be provided to an Employee whose employment was terminated with just cause.

ARTICLE 27 – NO CONTRACTING OUT

- 27.01 The Employer agrees that there shall be no contracting out of any of the work that is performed by members of the bargaining unit. Work may be contracted out through grants provided, and volunteers may be used for special events.

ARTICLE 28 – MEDICATIONS

28.01 The Employer accepts all responsibility for all prescription drugs and/or medicines held on the premises that are not under the immediate control of the respective prescribed resident, and shall not hold liable any Employee covered by this Collective Agreement for any incident occurring related to such prescription drugs and/or medicines, if such Employee is operating under Medication Assistance Program (MAP) guidelines or Alberta Health Services Policy.

ARTICLE 29 – TRAINING

29.01 The Employer shall, as early as practical, provide Employees with a First Aid course. Registration and wages for an Employee shall be paid for by the Employer while attending the training session.

29.02 The Employer agrees to pay for the Food Safety course registration and to cover wages for Employees attending the course, for all Employees who work with food.

29.03 The Employer agrees to pay for other courses and/or training that the Employer will require. When an Employee attends one (1) of the required courses or training sessions, they shall do so at the basic rate of pay.

29.04 Employees attending a course as required by the Employer shall be entitled to the present vehicle allowance.

29.05 If meals are not supplied, a daily meal allowance equivalent to the amount recommended by the Board of Directors as determined at their annual organizational meeting or actual amounts with receipt will be provided to Employees attending an educational course.

29.06 Whenever new staff members are required to be trained, the staff member with the most seniority in each classification, if they so agree to do the training, working with the new staff member, will receive an extra one dollar (\$1.00) per hour for each hour spent training the new staff member. Should the most senior staff member refuse to do the training, then it shall be offered to the next available staff member on the shift.

29.07 Employees who are directed by the Employer to be present at in-services, training, and meetings shall be paid a minimum three (3) hours at their regular rate of pay or, in the event that their required attendance is greater than three (3) hours, they shall be paid their actual hours of attendance as calculated to the closest fifteen (15) minutes.

ARTICLE 30 – HEALTH CARE AIDE TRAINING AND FINANCIAL ASSISTANCE

- 30.01 Prior to initially posting any Health Care Aide positions at one of the Foundation's facilities, a work schedule shall be provided. All Health Care Aide positions required by the Foundation at one of its facilities shall be offered first to current Employees through a posting, provided the applicant meets the qualifications required for the Health Care Aide course. Regular Employees shall be given preference over Casual Employees.
- 30.02 The Employer agrees to loan Employees sixty-seven percent (67%) of the total tuition upon the request of the Employee, less any monies received by the Employee (up to the amount of the loan) in the form of a bursary or grant from the College providing the Health Care Aide course or any other granting source, who meet the qualifications stated above. The Employee shall be responsible for thirty-three percent (33%) of the total tuition. The Employer also agrees to pay for one-half (1/2) of the cost of Hepatitis B shots when the Employee provides receipts for these shots.
- 30.03 Employees who remain in the employ of the Employer shall have their loan forgiven after having worked fourteen hundred fifty (1,450) hours for the Employer as a Health Care Aide. Employees who leave prior to having worked fourteen hundred fifty (1,450) hours for the Employer as a Health Care Aide shall be required to repay the Employer for the entire loan. The Employer may set off any money owing from the Employee's last pay cheque.
- 30.04 Any Employee awarded a Health Care Aide position posted pursuant to this Article and upon successful completion of the course shall be in trial period of four hundred and eighty (480) hours. During this trial period the Employee may choose to return, or the Employer may direct the Employee to return to the Employee's former position and basic rate of pay without loss of seniority. Note: 480 hours = 60 shifts as required under Article 8.04.

ARTICLE 31 – LONG SERVICE INCREMENT BONUS

Prior to December 31 of the year that the anniversary occurs a long service increment bonus will be paid to all Employees beginning with the fifth (5th) year of service according to the table below.

Employees will be considered to have provided service for this recognition in any calendar year for which they have had full, part-time or casual employment with the Foundation.

Anniversary	Long Service Increment Bonus
Five (5) years	\$150.00
Ten (10) years	\$300.00
Fifteen (15) years	\$500.00
Twenty (20) years	\$650.00
Twenty-five (25) years	\$800.00
Thirty (30) years	\$950.00
Thirty-five (35) years	\$1,200.00
Forty (40) years	\$1,700.00

ARTICLE 32 – WORKERS' COMPENSATION

32.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive their Basic Rate of Pay provided they assign over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. Employees shall only continue to receive their Basic Rate of Pay for a period of thirty (30) days, after which time, only the monies received from the Workers' Compensation Board will be paid to the Employee.

32.02 After thirty (30) days, an Employee receiving compensation benefits under Article 25.01 shall be deemed to be on Workers' Compensation leave and shall:

- (a) remain in the continuous service of the Employer;
- (b) cease to earn sick leave and vacation credits, and pension/RRSP contributions, but shall suffer no loss of sick leave credits or vacation entitlements which had accrued prior to Workers' Compensation benefits commencing;
- (c) not be entitled to Statutory Named Holidays or Wellness Days falling within the period of Workers' Compensation leave;

(d) Employees shall pay their share of benefit premiums to the Employer on a monthly basis to continue their coverage.

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

(a) capable of performing the duties of their former position, shall provide the Employer with fourteen (14) calendar days written notice of readiness to return to work. Such advance notice shall not be required in the case of short-term absence on Workers' Compensation leave where the expected duration of the leave at the time of onset was less than fourteen (14) calendar days. The Employer shall then reinstate the Employee in the same position they held immediately prior to the disability.

(b) incapable of performing the duties of their former position but is capable of performing the duties of another position, shall notify the Employer of their readiness to return to work. The Employer shall then reinstate the Employee to a position for which they are capable of performing the work entailed upon the occurrence of the first such available vacancy.

(c) incapable of performing the duties of any position, Sick Leave, Article 17, and Group Medical Benefits, Article 22, shall apply for a period of twelve (12) months


32.04 The reinstatement of an Employee in accordance with this Article shall not be construed as violating the posting and/or scheduling provisions of this Agreement.

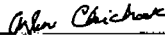



32.05 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of their condition in writing on a monthly basis except for reasons acceptable to the Employer.

IN WITNESS WHEREOF the parties hereto have caused these present to be executed by their duly authorized officers on their behalf on this day and year written below.

On behalf of the Smoky Lake Foundation

On behalf of the Canadian Union of
Public Employees Local 1461


Raymond Cormie 17 FEB 2026

 Arlene Chichak (Feb 11, 2026 10:37:22 MST)
Arlene Chichak Feb 11, 2026
 Margaret Compo (Feb 12, 2026 16:19:57 MST)
Margaret Compo Feb 12, 2026
 Delores Buswell (Feb 11, 2026 19:23:19 MST)
Delores Buswell Feb 11, 2026
 Jennifer Vinette (Feb 12, 2026 17:15:13 MST)
Jennifer Vinette Feb 12, 2026

APPENDIX A – HOURLY WAGE SCHEDULE

Effective January 1, 2025

Wage Grid 3.5% all positions				
Position	Step 1 0 – 480 Hours	Step 2 481 – 2080 Hours	Step 3 Over 2080 Hours or 4 Years	Step 4 Over 4160 Hours or 8 Years
Head Cook I	\$24.56	\$25.14	\$25.64	\$26.03
Cook	\$21.43	\$22.01	\$22.45	\$22.79
Maintenance Worker I	\$24.26	\$24.84	\$25.32	\$25.70
Food Services/Dining Room Aide	\$20.47	\$21.03	\$21.46	\$21.78
Housekeeping Aide	\$20.47	\$21.03	\$21.46	\$21.78
Care Aide	\$22.05	\$22.63	\$23.06	\$23.41
Activity Aide	\$20.47	\$21.03	\$21.46	\$21.78
Health Care Aide (Certified)	\$24.26	\$24.84	\$25.32	\$25.70

Effective September 1, 2025

Wage Grid Market Adjustments/New Grid				
Position	Step 1 0 – 480 Hours	Step 2 481 – 2080 Hours	Step 3 Over 2080 Hours or 4 Years	Step 4 Over 4160 Hours or 8 Years
Head Cook I	\$25.41	\$25.99	\$26.49	\$26.88
Cook	\$22.43	\$23.01	\$23.45	\$23.79
Maintenance Worker I	\$24.26	\$24.84	\$25.32	\$25.70
Food Services/Dining Room Aide	\$21.32	\$21.88	\$22.31	\$22.63
Housekeeping Aide	\$21.32	\$21.88	\$22.31	\$22.63
Care Aide	\$22.90	\$23.48	\$23.91	\$24.26
Activity Aide	\$21.32	\$21.88	\$22.31	\$22.63
Health Care Aide (Certified)	\$25.41	\$25.99	\$26.49	\$26.88

Effective January 1, 2026

Wage Grid 3.5% all positions				
Position	Step 1 0 – 480 Hours	Step 2 481 – 2080 Hours	Step 3 Over 2080 Hours or 4 Years	Step 4 Over 4160 Hours or 8 Years
Head Cook I	\$26.30	\$26.90	\$27.41	\$27.82
Cook	\$23.22	\$23.82	\$24.27	\$24.62
Maintenance Worker I	\$25.11	\$25.71	\$26.20	\$26.60
Food Services/Dining Room Aide	\$22.07	\$22.65	\$23.09	\$23.42
Housekeeping Aide	\$22.07	\$22.65	\$23.09	\$23.42
Care Aide	\$23.70	\$24.30	\$24.75	\$25.11
Activity Aide	\$22.07	\$22.65	\$23.09	\$23.42
Health Care Aide (Certified)	\$26.30	\$26.90	\$27.41	\$27.82

Effective September 1, 2026

Wage Grid Market Adjustments/New Grid				
Position	Step 1 0 – 480 Hours	Step 2 481 – 2080 Hours	Step 3 Over 2080 Hours or 4 Years	Step 4 Over 4160 Hours or 8 Years
Head Cook I	\$27.05	\$27.65	\$28.16	\$28.57
Cook	\$24.22	\$24.82	\$25.27	\$25.62
Maintenance Worker I	\$25.11	\$25.71	\$26.20	\$26.60
Food Services/Dining Room Aide	\$22.57	\$23.15	\$23.59	\$23.92
Housekeeping Aide	\$22.57	\$23.15	\$23.59	\$23.92
Care Aide	\$24.22	\$24.82	\$25.27	\$25.62
Activity Aide	\$22.57	\$23.15	\$23.59	\$23.92
Health Care Aide (Certified)	\$27.05	\$27.65	\$28.16	\$28.57

Effective January 1, 2027

Wage Grid 3.25% all positions				
Position	Step 1 0 – 480 Hours	Step 2 481 – 2080 Hours	Step 3 Over 2080 Hours or 4 Years	Step 4 Over 4160 Hours or 8 Years
Head Cook I	\$27.93	\$28.55	\$29.08	\$29.50
Cook	\$25.01	\$25.63	\$26.09	\$26.46
Maintenance Worker I	\$25.93	\$26.54	\$27.05	\$27.46
Food Services/Dining Room Aide	\$23.30	\$23.90	\$24.35	\$24.70
Housekeeping Aide	\$23.30	\$23.90	\$24.35	\$24.70
Care Aide	\$25.01	\$25.63	\$26.09	\$26.46
Activity Aide	\$23.30	\$23.90	\$24.35	\$24.70
Health Care Aide (Certified)	\$27.93	\$28.55	\$29.08	\$29.50

Effective September 1, 2027

Wage Grid Market Adjustments/New Grid				
Position	Step 1 0 – 480 Hours	Step 2 481 – 2080 Hours	Step 3 Over 2080 Hours or 4 Years	Step 4 Over 4160 Hours or 8 Years
Head Cook I	\$28.43	\$29.05	\$29.58	\$30.00
Cook	\$25.51	\$26.13	\$26.59	\$26.96
Maintenance Worker I	\$25.93	\$26.54	\$27.05	\$27.46
Food Services/Dining Room Aide	\$23.80	\$24.40	\$24.85	\$25.20
Housekeeping Aide	\$23.80	\$24.40	\$24.85	\$25.20
Care Aide	\$25.51	\$26.13	\$26.59	\$26.96
Activity Aide	\$23.80	\$24.40	\$24.85	\$25.20
Health Care Aide (Certified)	\$28.43	\$29.05	\$29.58	\$30.00

\$0.50 Market adjustment all positions except Maintenance Worker I

Retroactivity Proposal:

All mutually agree revisions to this Collective Agreement which provide for increases in pay shall, unless otherwise specified, apply retroactively to the aforesaid expiry date.

Retroactivity shall apply to all employees as of date of ratification, or those who have retired or on an approved leave since January 1, 2025, for all hours worked since the expiry of the last agreement.

General Formatting:

It is agreed that formatting shall be made consistent throughout the Collective Agreement even if not noted in this agreement.

APPENDIX B – PENSION PLAN

Further to Article 22.04 Pension Plan

In this Article, the terms used shall have the meanings as described:

“Plan” is defined as the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

“Applicable Wages” is defined as the basic straight time wages for all hours worked, including:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay.

All other payments, premiums, allowances and similar payments are excluded.

“Eligible Employee” is defined as Full-time and Part-time Employees in the bargaining unit who have completed four hundred eighty (480) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to five percent (5%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five percent (5%) of Applicable Wages to Plan.

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

The Employer shall contribute on behalf of all Employees who would be Eligible Employees but for their age or their receipt of a pension from the Plan five percent (5%) of Applicable Wages to a fund of the Employee’s choice.

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

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

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

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

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

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

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

For further specificity, the items required for each Eligible Employee are:

(i) To be Provided Once Only at Plan Commencement

- (a) Date of Hire
- (b) Date of Birth
- (c) Date of First Contribution
- (d) Seniority List include hours from date of hire to Employer's fund entry date (for purposes of calculating past service credit)

(ii) To be Provided with Each Remittance

- (a) Name
- (b) Employee Number
- (c) Monthly Remittance
- (d) Pensionable Earnings

- (e) Year-to-Date Contributions
 - (f) Employer portion of arrears owing due to error, or late enrolment by the Employer
- (iii) To be Provided Once and if Status Changes
- (a) Full Address as provided to the Employer
 - (b) Termination date where applicable (MM/DD/YY)
 - (c) Gender
 - (d) Marital Status
- (iv) To be Provided Annually but no later than December 1st
- (a) Current complete address listing
 - (b) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits

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

The Employer acknowledges and agrees that, in addition to action which the Union may take to enforce the obligations of the Employer under this Article, the Trustees of the Plan may take action as well. The Employer agrees that if it is delinquent in remitting the Employee portion of contributions to the Plan or in making its own contributions, the Trustees may require the Employer to pay in addition to such contributions, interest on the overdue contributions and payment of liquidated damages. These payments may be required in recognition of administrative costs, inconvenience and loss of use of the contributions of the Plan arising from late contributions to the Plan.

LETTER OF UNDERSTANDING #1

Between

THE SMOKY LAKE FOUNDATION

(hereinafter called the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1461

(hereinafter called the "Union")

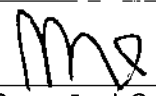
Re: Cook Position




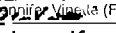
It is agreed by the parties that:

- (a) The Employees working in the Cook position at Vilna Lodge in Vilna will work seven days on/seven days off, working eight (8) hour shifts;
- (b) There will be no overtime payable to the Employees who are working in the above scheduled shifts in accordance with Article 14.02
- (c) The Employees working the above scheduled shifts are not entitled the provisions of Article 14.02 and 14.03;
- (d) The Employees working in the Cook position will be paid as Team Leader during the Saturday and Sunday shifts until the end of pay period 26 of 2025, after which this clause will no longer apply.

On behalf of the Smoky Lake Foundation

**On behalf of the Canadian Union of
Public Employees Local 1461**


Raymond Cormie 17 FEB 2026

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