

**THE COLLECTIVE AGREEMENT**

**BETWEEN**

**The Banff Centre  
(The Employer)**

**AND**

**The Canadian Union of Public Employees  
Local 4318  
(The Union)**

**April 1, 2019  
to  
March 31, 2022**

**BANFF**  
CENTRE FOR ARTS AND CREATIVITY



**AGREEMENT BETWEEN THE BOARD OF GOVERNORS OF THE  
BANFF CENTRE**

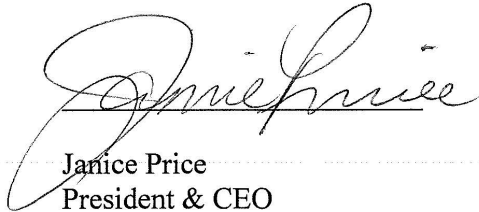
And the

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4318**

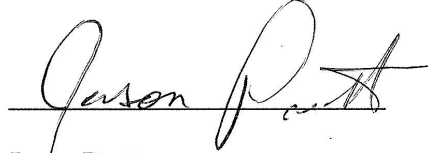
**IN WITNESS THEREOF**, the parties here to have executed this agreement this  
25th day of June, 2019.

Signing for the Board  
The Banff Centre

Signing for CUPE  
Canadian Union of Public Employees



Janice Price  
President & CEO  
The Banff Centre



Jason Pratt  
President  
CUPE Local 4318

**Other Members of the Negotiating Committees**

**Board**

Valerie Kapay  
Lynn MacIntosh  
Kerry Stauffer  
Kevin Tanner  
Melanie Frayn

**CUPE**

Lyle Fish  
Jennifer Chiasson  
Chris Hill  
Jean Bilodeau  
Vicki O'Dell

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## **PURPOSE OF THE AGREEMENT**

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

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

## **1.00 TERMS OF EMPLOYMENT**

All bargaining unit staff shall, within ten (10) business days of commencing employment, receive terms of employment from the Employer which include the following:

- copy of job description
- start date
- end date, if applicable
- probation or trial period end date, if applicable
- employment status
- position title
- work week definition applicable to their employment (standard, rotating, etc.)
- hourly wage or monthly salary, whichever is applicable

The employee must sign and return the terms of employment to Human Resources within ten (10) business days of receipt.

## **1.01 DEFINITIONS**

**1.01.1 Salaried:** Salaried employees may be hired as appointments with or without a fixed term and are paid a monthly salary. Appointment as a salaried Employee can be either full-time or part-time. When the term of appointment is twelve (12) months or less, the terms and limitations specified in Article 2.03 shall apply.



1.01.2 **Hourly-paid:** Hourly employees may be hired as appointments with or without a fixed term. The weekly hours will vary based on departmental workload. Where practicable, the employer will endeavor to provide full-time equivalent hours. New hourly staff will not be hired if the hours to be worked are regular production hours that could be assigned to existing employees within their regular hours of work as defined in Article 15.00. These employees shall receive payment based on the number of hours of actual work in a pay period.

1.01.3 **Casual:** Casual employees are hired for casual employment on an “on call” basis for relief work, or to perform a work assignment that is not of a regularly scheduled nature, or to provide temporary coverage for an employee who is absent from work. These employees shall receive payment based on the number of hours of actual work in a pay period. The workweek for the position being filled will be defined in accordance with the applicable provision of article 15.05. Under no circumstances will casuals work more than thirty five (35) hours in a one (1) calendar month period. This limit does not apply in the replacement of temporarily absent workers.

Human Resources may request, through the Union, an increase in the work hours, during major events that require the thirty-five (35) hour limitation to be extended.

1.01.4 **Supplementary:** Supplementary employees are existing salaried or hourly employees who perform work in a different position(s) from their existing position.

1.01.5 **Unconventional Work:** The parties recognize that from time to time it is necessary to engage employees for unique and specialized work that is measured not by the hours worked, but by the product or services to be delivered. This work cannot be measured through established job evaluation procedures. The employer will advise the union of the position title, amount of contract and length of appointment on a monthly list. If the union

does not agree it may make the matter a subject of the grievance procedure.

## **1.02 TERM APPOINTMENTS**

A Term appointment, which has expired, shall not be re-posted within the thirty (30) calendar days immediately following the expiry date of the appointment.

When a Term appointment is extended, or is to be refilled within the thirty (30) calendar days immediately following the expiry date of the appointment, the appointment shall be offered to the previous incumbent provided that person is available, and the intervening period, if any, shall be treated as a Short Term Layoff.

Term appointments shall expire as of the contract end date, unless the employee is provided a minimum of two weeks written notice that the contract will be extended.

## **1.03 COMMUNICATIONS**

An employee is required to provide their supervisor with a current telephone number and email address for the purpose of communication.

## **2.00 APPLICATION**

Except as otherwise provided within this Agreement, the application of the terms and conditions of this Agreement shall be as follows:

**2.01 SALARIED FULL-TIME EMPLOYEES** All the terms and conditions of the Agreement.

**2.02 SALARIED PART-TIME EMPLOYEES** All the terms and conditions, on a prorata basis where applicable.

**2.03 SALARIED TERM EMPLOYEES** All terms and conditions, on a prorata basis where applicable, except that the following articles shall not apply to term appointments of twelve (12) months or less:

- a) Article 13 – Long Term Layoff
- b) Article 22 – Long Service Increase

- c) Article 24 – Health Benefits
- d) Article 27.03–Supplementary Long Service Vacation

**2.04 HOURLY PAID EMPLOYEES** All the terms and conditions, on a pro-rata basis where applicable.

**2.05 CASUAL/SUPPLEMENTARY EMPLOYEES** All the terms and conditions, on a pro-rata basis where applicable, except that the following Articles shall not apply:

- a) Article 7.00 – Probation Period
- b) Article 11.00 – Short-Term Lay-Off
- c) Article 13.00 – Long-Term Lay-Off
- d) Article 15.00 – Hours of Work
- e) Article 15.04 – Work Schedules
- f) Article 18.00 – Call Out
- g) Article 21.00 – Lack of Work
- h) Article 22.00 – Long Service Increase
- i) Article 24.00 – Health Benefits - Salaried & Hourly-Paid Employees
- j) Article 27.03 – Supplementary Long Service Vacation
- k) Article 31.00 – Casual Sick Leave
- l) Article 31.03 – General Sick Leave
- m) Article 32.00 – Maternity Leave
- n) Article 32.01 – Adoption Leave
- o) Article 32.02 – Paternity Leave
- p) Article 33.00 – Leave With Pay
- q) Memorandum of Agreement – Pay Administration

**2.06 Unconventional Worker:** application of the Agreement shall be the same as for Casual Employees except that the following additional Articles shall not apply:

- a) Article 6.00 – Job Postings
- b) Article 9.00 – Entire Article
- c) Article 15.00 – Entire Article
- d) Article 16.00 – Employment Status
- e) Article 17.00 – Entire Article
- f) Article 19.00 – Shift Differential

- g) Article 20.00 – Standby Pay
- h) Article 23.00 – Workers’ Compensation
- i) Article 25.00 – Past Service – Long Service Bridging
- j) Article 26.00 – Entire Article
- k) Article 27.00 – Entire Article
- l) Article 31.00 – Entire Article
- m) Article 32.00 – Entire Article
- n) Article 33.00 – Leave with Pay
- o) Article 34.00 – Leave of Absence without Pay
- p) Memorandum of Agreement – Pay Administration
- q) Salary Schedule and General Salary Increase Provision

### **3.00 - BARGAINING UNIT**

a) The Employer recognizes the Canadian Union of Public Employees – Local 4318 – herein referred to as the Union as the sole and exclusive bargaining agent for all Employees covered by this Collective Agreement as described in the Certificate of the Labour Relations Board issued pursuant to the Labour Relations Code and amendments thereto with the exception of those excluded by mutual agreement of the parties or, in the absence of mutual agreement, by the Labour Relations Board. The Employer shall not make any special arrangements or agreements that contravene this collective agreement with any individual or groups of individuals covered by this Collective Agreement.

b) The Employer agrees to recognize employees who are elected as union representatives in accordance with the by-laws of the Union. Union representatives are elected to act with and on behalf of union members in matters related to the application, operation and interpretation of this Agreement.

The Union agrees to provide the Employer with a listing of union representatives and revisions to this list as they occur.

c) The Health and Safety committee will be comprised of

an equal number of worker designated seats and management designated seats. Two of the worker designated seats may be allocated to a maximum of two Union employees. . Union employees will be appointed by the Union and worker designated seats will be determined jointly by management and workers. The Union agrees to provide the Employer with the name of the member and to advise the Employer when a change occurs. Representatives of the Union shall suffer no loss of regular earnings to attend meetings called by the Chairperson of the Health and Safety committee.

d) Executive members shall have the right to wear or display on their clothing or Employer uniform the recognized insignia of the Union, however, no such insignia shall be larger than the size of a twenty-five cent coin, nor shall the insignia be displayed on the Employer's equipment or facilities. Members may also wear or display the insignia on their clothing provided that the insignia is no larger than a twenty-five cent coin.

### **3.01 PREJUDICE FOR UNION ACTIVITIES**

There shall be no discrimination, coercion or penalty exercised or practised respecting an Employee's membership status or legitimate activity in the Union.

### **3.02 DUES**

All members of the Union are required to pay membership dues, the amount of which shall be determined by the Union. The Employer agrees to remit such dues deducted from the pay cheques of the members to the Union no later than the 15<sup>th</sup> calendar day of the month following the month in which the deduction was made. The Employer shall provide the Union with a complete monthly list of those employees including full name, job title, department, employee type, commencement date, hourly rate of pay, health benefit participation and pension participation and amount of dues deducted. Information concerning an employee's postal address and phone number will also be provided to the Union unless the employee has directed the Employer to withhold that information.

The Monthly list may be printed or electronic (on an agreed-upon file format).

The Union shall advise the Employer, in writing, a minimum of 60 calendar days prior to the effective date of any change in the membership dues structure. This excludes a change in the basic amount of regular monthly membership dues which shall required 30 calendar day notice period.

### **3.03 NEW EMPLOYEES / COPIES OF THE AGREEMENT**

The Employer agrees to make the Collective Agreement available on the Intranet and Internet and to provide each employee with a copy of the Agreement at the beginning of their initial employment.

The Union and the Employer agree to each pay 50% of the production costs of sufficient copies of the Agreement. The Employer agrees to distribute copies of any revised Agreement to all members of the Union.

Up to fifteen (15) minutes will be provided to a Union representative to introduce newly hired employees to the Union during the orientation of union members.

### **3.04 TIME OFF FOR UNION BUSINESS**

**3.04.1** The Employer agrees to recognize Union Representatives in the following circumstances:

- a) Except as otherwise specified, no request for time off for union business will be granted unless the request was made sufficiently in advance to avoid operational difficulties in the workplace.
- b) Members of the Union Bargaining Committee, not to exceed four (4) in number, when acting as a member of the negotiating committee during negotiations with the Employer for renewal of the Collective Agreement. It is understood that this number does not include a Full-time Officer of Local 4318 and a CUPE National Representative. To facilitate the administration of this clause, the Employer will grant

the employees a leave of absence with pay and invoice the Union for the employees' wages.

- c) A union representative, when involved in discussions with the Employer related to the processing of a grievance pursuant to the Grievance Procedure as outlined in this Agreement. Permission to leave work during working hours for such purposes shall first be obtained from the immediate Supervisor. All time spent by the Steward in performing such Union duties shall be without loss of regular wages.
- d) A union representative when attending Health and Safety Committee meetings under article 3.00 c). All time spent in attending such meetings shall be without loss of regular wages.
- e) A union representative when attending meetings with the Director of Human Resources. All time spent attending such meetings shall be without loss of regular wages.

**3.04.2** Subject to operational requirements, a leave of absence without pay shall be granted to employees who are elected or appointed [not to exceed five (5) in number] to attend Union meetings, conferences or training sessions. The period of leave shall not exceed ten (10) work days. All requests for leave under this provision must be submitted in writing no less than fourteen (14) calendar days prior to the date the leave is to commence. To facilitate the administration of this clause, the Employer will grant the employees a leave of absence with pay and invoice the Union for the employees' wages.

**3.04.3** An employee on a Union leave of absence without pay shall retain, but not accumulate service during the leave except as provided under Article 12. An employee shall not be eligible for statutory holiday entitlement and there shall not be any vacation credit or any other entitlement for the period of leave during which service is not accumulated.

### **3.05 UNION WORKPLACE RECOMMENDATIONS**

The Union shall have the right to formulate written recommendations concerning workplace issues (that are

not subject to the grievance procedure) and to have those recommendations submitted, through the Director, Human Resources or designate, to the appropriate body for consideration.

The Union will receive a response within one month of the date the submission is received. This response will provide information on the administrative body that will review the recommendation and an estimated time line for the decision-making process. After receiving a decision on the recommendation, the union may choose to submit the recommendation to the President for further consideration. The decision of the President is final and binding.

Recommendations under this article shall not relate to the settlement of grievances, the procedure for which is outlined in Article 36.

#### **4.00 MANAGEMENT RIGHTS**

The Union recognizes that the Employer has the sole and exclusive right, except as otherwise specifically limited by the provisions of the Agreement, to determine all matters pertaining to the conduct of its management of The Banff Centre, its affairs, and the direction of the Employer's work force. The Employer retains all rights not expressly limited by the terms of this Agreement. Such rules and regulations established by these rights shall not be inconsistent with this Agreement.

#### **5.00 NON-DISCRIMINATION**

The employment of support staff shall be carried out in accordance with the requirements of the Alberta Human Rights Act.

#### **6.00 JOB POSTINGS**

When the Employer wishes to fill a new or vacant salaried or hourly staff position of more than two (2) months duration, the position shall be posted for a minimum of five working days on the Employer's job posting boards. Where more than one individual will be hired for a period, the number of positions being filled shall be stated. The posting requirement shall be waived in those cases where



an employee on the recall list is placed in a vacant position or when a promotion within a department does not result in a vacant position.

When an employee is promoted from within a department to a vacant position and this results in further similar promotions or transfers in the same department, only the position remaining vacant requires posting.

The Employer will create an electronic job posting for all salaried and hourly unionized positions that shall be forwarded to the Union to share with its members.

All job postings shall include position title, rate of pay, summary of duties, hours of work, union job or not and the minimum qualifications of the position.

All internal candidates who possess the posted qualifications shall be given an interview. This requirement may be waived in those cases where the employee has been interviewed for the same position within the previous three (3) months.

## **6.01 PERFORMANCE EVALUATION**

Performance evaluations shall be conducted once per year by the supervisor and discussed with each employee. The employee shall be given a copy of the evaluation. The employee's job description shall be reviewed at this time and shall be used as a basis for discussions related to the employee's performance.

## **7.00 PROBATION PERIOD**

### **7.01 SALARIED EMPLOYEES**

Upon appointment, a Salaried Employee shall have a probation period not to exceed six (6) months. When the probationary period is less than six (6) months, it may be extended for a further period not to exceed a combined total of six (6) months.

## **7.02 HOURLY PAID EMPLOYEES**

Employees shall have a probation period not to exceed 500 hours worked in the position. The probationary period may be extended up to an additional 500 hours worked in the position.

**7.03** Extensions shall be communicated to the employee no later than five (5) work days prior to the expiration of the probation period. Extensions must be by mutual agreement with the Union.

**7.04** The probation period may be extended by the length of any absence paid or unpaid, of more than 5 consecutive days, when such absence occurs during the probation period.

**7.05** During the probationary period the employee shall be advised as to whether they are meeting the performance and conduct expectations of their supervisor.

**7.06** The employment of a probationary employee may be terminated at any time during the probationary period and any grievance arising from the termination shall not be submitted to arbitration.

**7.07** An employee shall serve only one probationary period with respect to any one continuous period of employment with the Employer.

**7.08** Employees hired at any rate at or between the probationary and base rate for the pay level shall be placed at the base rate upon successful completion of the probation period.

**7.09** A Probationary Employee who is promoted or transferred shall continue to serve the period of probation stipulated in the original terms of appointment, subject to an extension as provided under Articles 7.01 or 7.02. A trial period under 7.10 may be used to provide a combined total of 500 hours of evaluation in the new position. Under no circumstances will a trial period be used to extend a probation period.

## **7.10 TRIAL PERIODS**

All promotions and voluntary transfers shall be on a trial basis. The transferred or promoted employee will be given a trial period of five hundred (500) worked hours in which to demonstrate ability to perform the new position satisfactorily. If, during the above mentioned trial period the employee does not succeed, or chooses not to continue in the position, the Employer will reinstate the employee in the former position or, if the former position is not available, place the employee in another suitable position provided such position is available and provided the employee has the skills, training, knowledge and ability to perform the work satisfactorily. In the event that a suitable position is not available, the employee shall be laid off in accordance with the provisions of Article 13.00 – Long-Term Lay-off & Recall.

## **8.00 VIEWING FILE**

Employees may schedule an appointment to view their personnel file twice in every year and in the event of a grievance. This file may be viewed in the offices of the Human Resources Department.

An employee may authorize a Union Representative to view their personnel file by providing written authorization to the Human Resources Department and the Union.

## **8.01 NEGATIVE REPORTS**

An employee shall be given copies of reports which are to be placed on their personnel file. As an alternative to the Grievance Process (see Article 36.00), the employee is entitled to place a rebuttal to any negative report which is placed on their file.

An employee, who has been disciplined by means of a negative report on their file, will not have the discipline used against them when 24 months of service has passed from the date the action was taken, provided the employee's file does not contain any further record of disciplinary action. If these conditions are met, the

employee may request to have this negative report purged from their employee file.

### **9.00 ACTING INCUMBENCY**

To be eligible for acting incumbency pay, an employee shall be required to perform a majority of the principal duties of a position in a higher paid classification for a minimum period of not less than 5 consecutive work days. During this time the employee may also be required to perform some, but not all, of the duties of their regular position. On completion of the minimum 5 day qualifying period in an 'acting' position, an employee shall be eligible for acting incumbency pay for the total period of the acting incumbency, including the 5 day qualifying period.

Once an employee qualifies in an 'acting' capacity, they shall receive acting incumbency pay of 5% if acting for an employee in the bargaining unit, or the base rate of the higher level position, whichever is greater. Where an employee is required to replace 2 or more employees in sequence, the 'acting' periods shall be deemed to be one. Prior to the commencement of the higher duties being assigned, the employee will be advised of the following: start date, position title, work week definition for the position, hourly wage or monthly salary whichever is applicable, and a copy of the job description of the position to be filled.

Other forms of stipend may be paid by the Employer with the agreement of the Union.

### **9.01 TEMPORARY REASSIGNMENT**

An employee may seek a temporary reassignment or be temporarily reassigned by their supervisor to do other work within their own department or other department of the employer. The employee's rights, medical related benefits, entitlements and privileges available to the employee shall remain unchanged. At the completion of the reassignment, the employee shall be returned to their former position at the same rate of pay. The employee's salary during the reassignment shall be determined by Pay Administration

Memorandum of Agreement Articles 8, 10, 11, 12, whichever is applicable.

### **10.00 DISCIPLINE**

Discipline is defined as a written reprimand, a suspension, a demotion or a dismissal applied to an employee for just cause by the Employer.

#### **10.01 GENERAL RE: NOTICES**

Notices by the Employer may be hand-delivered, or sent to the employee's last known address.

Any written notice by the employee must be addressed to:

Director, Human Resources  
The Banff Centre  
Box 1020, Station 19  
Banff, Alberta T1L 1H5

### **11.00 SHORT-TERM LAY-OFF AND RECALL**

A short-term lay-off is defined as the discontinuation of work for a period not to exceed six (6) consecutive calendar months due to lack of work in the position occupied by the employee and it is anticipated that the employee shall be recalled to their former position after the lay-off.

When reducing staff within a department, the employer shall layoff the employee with the least service in the affected position, provided that the remaining employees have the qualifications and ability to perform the available work.

Written notice of short-term lay-off shall be a minimum of two (2) weeks working notice or pay in lieu of notice as determined by the Employer for a lay-off less than six (6) months in duration. Any Hourly-Paid employee hired for a capital renovation shall be given a minimum of one (1) week notice of lay-off.

#### **11.01 RECALL FROM SHORT-TERM LAY-OFF**

When increasing the workforce, recalls shall be carried out in order of length of service within the affected position,

provided the employee has the qualifications and ability to perform the available work. It is the employee's responsibility to keep the Employer informed of their current address and telephone number.

## **12.00 SERVICE**

**12.01** Service shall be deemed to mean the length of continuous employment with the Employer. Service is not accumulated during periods of layoff, or during unpaid leave(s) of absence, beyond an accumulated maximum of twenty-two (22) work days in each employment year or beyond twenty-two (22) consecutive work days in respect to any one leave of absence which continues from one employment year to the next employment year.

An Employee's service shall be adjusted to reflect any period during which service is not accumulated.

**12.02** The service of an Employee shall be lost, and all rights forfeited and employment terminated and there shall be no obligation to rehire when an Employee:

- a) resigns or otherwise voluntarily terminates employment.
- b) is discharged for just cause,
- c) fails to return to work at the end of a leave of absence, except when reasonable and verifiable extenuating circumstances exist which prevent the Employee from returning,
- d) is absent without leave,
- e) is laid off for a period exceeding twelve (12) months;
- f) fails to return to work within seven (7) days from time notice of recall is delivered to the Employee's last known address;
- g) is retired.

**12.03** No service shall be acquired by Probationary employees, employees hired for less than twelve months, or casual employees. Upon successful completion of the probationary period, the employee shall be credited with

service retroactive to the date of employment, subject to any adjustments rising from the application of Article 12.01.

Employees returning to the same position each year shall have their service recognized on a prorated basis, for pay purposes, provided employees were hired in the previous twelve (12) month period.

### **13.00 LONG TERM LAY-OFF & RECALL**

A long-term lay-off is defined as a discontinuation of work for a period greater than six (6) consecutive calendar months. Where long-term lay-offs are the result of organizational restructuring, the Employer agrees to advise the Union in advance of the issuance of a public announcement of lay-offs.

In the case of long-term lay-off, the Employer shall provide written working notice, or pay in lieu of notice, as determined by the Employer, to the following limits:

- a) two (2) weeks if the employee has been employed by the Employer for less than one year,
- b) three (3) weeks if the employee has been employed by the Employer for one year or longer but less than two years,
- c) four (4) weeks if the employee has been employed by the Employer for two years or longer but less than four years,
- d) eight (8) weeks if the employee has been employed by the Employer for four years or longer but less than six years,
- e) ten (10) weeks if the employee has been employed by the Employer for six years or longer but less than eight years,
- f) twelve (12) weeks if the employee has been employed by the Employer for eight years or longer but less than ten years,
- g) fifteen (15) weeks if the employee has been employed by the Employer for ten years or longer but less than fifteen years
- h) twenty (20) weeks if the employee has been employed by the Employer for fifteen years or longer

### **13.01 RECALL FROM LONG-TERM LAY-OFF**

An employee on long-term lay-off shall be recalled as work in their position becomes available during the twelve (12) consecutive calendar months after the lay-off date.

If work becomes available in their position after the completion of the recall period, the Employer may contact the employee for the purpose of returning them to their former position.

If the Employer recalls the employee during the notice period outlined above, and the employee received pay in lieu of notice, the employee shall reimburse the Employer the pro-rata portion of the pay in lieu of notice that was provided.

### **14.00 RETIREMENT**

The Banff Centre does not have a mandatory retirement age. Subject to Public Service Pension Plan eligibility provisions and Banff Centre policy, all eligible support staff shall participate in the Public Services Pension Plan. An employee who is eligible to receive pension benefits under the Public Service Pension Plan may elect to retire by providing a minimum of three months of written notice to the Human Resources Department.

### **15.00 HOURS OF WORK**

An employee's scheduled hours of work must be confined within a period of 12 consecutive hours in any one work day.

Hours of work are established for each position as identified by the individual departments according to their varying needs.

The normal hours of work for full time employees shall be:

- 35 hours per week – 7 hours per day, or
- 37.5 hours per week – 7.5 hours per day, or
- 40 hours per week – 8 hours per day.

Paid time off, and unpaid leave pursuant to Article 3.04.1,



shall be considered hours worked for the purposes of this Article.

### **15.01 MEAL PERIODS**

The daily work hours shall run consecutively except that during a work day that is a minimum of five (5) hours in duration, a meal period of not less than one-half ( $\frac{1}{2}$ ) hour shall be granted to employees. An employee's meal period shall not be considered part of the employee's paid working hours except when the employee is required to eat on the job by the nature of the job duties. The Employer shall schedule the meal period to commence within one (1) hour of the mid-point of the shift unless mutually agreed to by the employee to alter the scheduled meal period time. In the event that a full-time employee is required by the Supervisor, to work through a scheduled meal period, that employee's regularly scheduled daily or weekly hours shall not be reduced to avoid payment of overtime. Overtime rate shall be paid at one and one-half times (1.5x) their regular rate of pay. An employee may request to take the meal period at an alternate time during the daily shift. A part-time employee, who works through a scheduled meal period, shall be eligible for overtime payment only if the employee is required to work in excess of the daily full-time hours.

Where feasible, the Supervisor shall ensure adequate coverage during meal periods to allow the employee a meal break away from their general work area.

Employees shall be eligible for a staff meal rate, for those meals offered in the staff dining room.

### **15.02 REST PERIOD**

A rest period of fifteen minutes shall be permitted during each one half working day of not less than three and one half hours duration and shall be considered working time. This break may be taken in the employee's general work area in those departments where by the nature of the duties, the employee cannot leave the work site. Where feasible, the supervisor shall permit the employee to take a rest

period away from their general work area. An employee may request to take the rest period at an alternate time during the daily shift. Where operationally feasible, the request will be granted.

All 8 hour split shifts shall be provided two fifteen minute rest periods. It is agreed that rest periods may be combined if one of the shift segments is equal to or less than a 3 hour period.

### **15.03 TIME BETWEEN WORK PERIODS**

An employee shall have not less than 10 hours off between work periods except in the case of overtime worked. If the employee is required to return to work before 10 hours has expired, they shall be compensated at the applicable overtime rate for the first part of the shift up to the point where ten hours has passed.

### **15.04 WORK SCHEDULES**

The work week schedule for an employee shall be established at the time of hiring. For pay purposes, the work week is defined as Sunday to Saturday inclusive.

The normal daily and weekly working schedules in effect shall remain unchanged except where it becomes necessary to change schedules as a result of the operational requirements of the Employer. Any change to the type of schedule (see 15.05) shall be communicated to the employee a minimum of one pay period prior to the commencement of the change.

Effective October 1, 2019

All non-Hospitality schedules shall be posted two (2) weeks prior to the start to the work week. Hospitality schedules shall be posted one (1) week prior to the start of the work week. The schedule shall be posted in an area to which all employees have access. A schedule shall identify the date it was created. A change will be clearly identified on the schedule. Where the original schedule requires replacement due to changes the original schedule will remain posted.

Effective April 1, 2020

All non-Hospitality schedules shall be posted three (3) weeks prior to the start to the work week. Hospitality will endeavor to post schedules two (2) weeks prior to the start of the work week.

Changes to the schedules shall occur as follows:

A change to the posted schedule may be made a minimum of seventy-two (72) hours in advance. A posted change notice clearly identified on the schedule shall be deemed sufficient notification. If the employee is off duty at the time of the change and the change is to occur immediately following the employee's time off, the supervisor shall communicate the change directly to the employee.

In those cases where the schedule change is required with less than seventy-two (72) hours advance notice, the supervisor may request a change to the employee's schedule by directly communicating with the employee.

No employee shall be disciplined or discriminated against or otherwise sanctioned for refusing to accept a schedule change with less than seventy-two (72) hours notice.

## **15.05 WORK WEEK DEFINITIONS**

### **15.05.1 Standard**

The standard work week for Salaried full-time employees shall consist of five (5) work days with two (2) consecutive days off.

### **15.05.2 Rotating Schedule**

A rotating work week is defined as the standard work week above, with the understanding that the two (2) consecutive days off may vary from week to week and may not necessarily be consecutive. The Employer will endeavor to provide two consecutive days off wherever possible, however, the Employer shall provide a minimum of one day off after six consecutive days of work or two

consecutive days off after 12 consecutive days of work. Shift start times may vary from day to day. In situations where employees have requested a schedule change, days off may not be consecutive.

The sixth (6<sup>th</sup>) day of work will be paid at a rate of one and one half times (1.5x).

### **15.05.3 Averaging Agreement**

An averaging agreement for a work week is when an employee's daily hours of work are increased in order to reduce the number of work days. Days off may vary from week to week. An averaging work schedule must meet the following requirements:

- a) The "Hours of Work Averaging Agreement" is between an individual or group of employees and the employer. The schedule must show all the work weeks that make up the cycle which can vary between one (1) to twelve (12) weeks in length. If a group agreement applies, any new employees hired into the group after the agreement is made, are deemed to consent and are bound by the agreement. The daily schedule may not exceed twelve (12) hours in a day.
- b) The "Flexible Averaging Agreement" is employee driven and the schedule must show all the work weeks that make up the cycle which can vary between one (1) and two (2) weeks in length. The daily schedule may not exceed ten (10) hours in a day.
- c) The maximum hours of work that an employee may be scheduled to work is twelve (12) hours per day, or 44 hours per week,
- d) The maximum average hours of the work that an employee may be scheduled to work in a cycle is 35, 37.5 or 40 hours per week as per Article 15.00 Hours-Hours of Work.
- e) In the event the averaging agreement does not result in the provision of a satisfactory service or is deemed by the Employer to be impractical, the Employer may require a return to regular times of work in which case the Employer shall provide thirty (30) days advance written notice.

- f) An Employee who is working according to an averaging agreement may opt for regular times of work by providing the Employer advance notice of (30) days.
- g) Employees working according to an averaging agreement will experience no loss or gain in Employee entitlements as a result of variances in work hours.
- h) A casual employee replacing an employee on an averaging agreement will assume the averaging agreement schedule as the hours of work.

#### **15.05.4 Split Shift**

The employee's total hours of work shall not exceed their normal daily hours, however, a break in work shall occur during the shift which will result in a meal break in excess of two (2) hours. There shall be no compensation for this break in shift. The entire regular shift must be completed within a 12 hour period.

The Employer shall advise the Union when a split shift is to be scheduled on a regular basis.

### **15.06 EMPLOYEE REQUEST TO ALTER WORK WEEK**

#### **15.06.1 EMPLOYEE REQUEST TO ALTER WORK WEEK**

An employee may request, through the Union, that their work schedule be changed to an averaged Schedule as defined in Article 15.05.3. The Employer shall decide if the operation of the department can accommodate the request and advise the employee and the Union of their decision.

#### **15.06.2 Employee Request to Alter Work Hours**

An Employee may request through their supervisor, an increase in the regular work hours during a period not to exceed 3 business work days. Alternatively, an Employee may request, through the Union, an increase in the regular work hours during a period greater than 3 work days but not to exceed two calendar weeks for the purpose of accruing time off. When this altered week occurs, the

Employee will accrue their additional hours at straight time for the purpose of this Article. The additional accrued hours and the additional time off must be reported within the same two week period. The Employer will grant the request for this altered work period based on operational needs. When this article is applied, the provisions of Article 17.01 will not apply.

### **15.07 REPORTING OF ABSENCES**

In the instance where the employee is the sole worker on shift in an area, the employee shall:

- have direct verbal communication with their supervisor no less than one (1) hour prior to the time the employee was scheduled to report for work.

In all other instances, every absence from duty and reason for the absence, shall be:

- reported by telephone, or in person, to the employee's supervisor or designate no less than one (1) hour prior to the time the employee was scheduled to report for work, and
- the employee shall have direct communication with their supervisor no later than one (1) hour from when the supervisor's shift commenced.

On those occasions when an employee is not able to attend work as scheduled, the employee shall be required to satisfy the supervisor that the absence was indeed for proper and legitimate grounds.

### **16.00 EMPLOYMENT STATUS**

Upon completion of four thousand (4000) hours worked in one position or in a similar position within one department, an hourly employee shall become a salaried employee. Notwithstanding the change in employment status, the position held by the employee shall continue to be considered an hourly position.

The application of this Article will not result in a reduction in the number of salaried positions.

Current hourly employees shall receive credit for hours accumulated prior to ratification.

## **17.00 TIME REPORTING**

All support staff shall accurately report hours worked, overtime, sick leave, paid public holidays, vacation taken, time off with pay and time off without pay.

Employees shall have available the following information through a combination of electronic access and written statements:

- wages, hours worked, overtime worked, sick leave taken, public holiday pay, vacation entitlement, vacation taken, leave with pay and all other supplementary pay and deductions each payday.

### **17.01 RECORDING OF OVERTIME HOURS**

All hours worked in excess of daily or weekly hours of the employee's position shall be recorded as overtime hours. The hours worked may be averaged over a week in the case of rotating schedules or of a work week definition change. Hours eligible for overtime are as follows:

- a) Standard Work Week:** excess of daily or weekly hours assigned to the position (Appendix B)
- b) Rotating Work Week:** excess of 8 hours in the day or weekly hours assigned to the position (Appendix B)
- c) Averaged Schedule:** An employee on a averaged work week shall record as overtime any hours worked in excess of the applicable daily or weekly schedule. In the case of a averaged work schedule based on a cycle of shifts through two or more weeks, any hours in excess of the number of hours per week times the number of weeks in the cycle shall be recorded as overtime. (See Article 15.05 - Work Week Definition.) Regardless of the employee's scheduled work week, any hours worked in excess of 12 hours per day shall be considered overtime.

### **17.02 OVERTIME RATES**

Overtime compensation shall be earned at the rate of 1.5 for all eligible overtime hours.

### **17.03 COMPENSATING TIME OFF IN LIEU OF OVERTIME PAY**

The employer shall endeavour to grant accumulated compensating time off at a time which is mutually agreed upon with the employee and based on the operating requirements of the department.

Employees may also request time off in lieu of overtime pay and the Employer shall make reasonable efforts to accommodate such requests.

### **17.04 OVERTIME PAYMENT**

All overtime balances shall be reduced to a zero balance on March 31st of each year, by including any residual balance on the April 15th pay cheque issued to the employee. When an employee has an approved schedule to take compensating time off in the three month period immediately following April 1<sup>st</sup>, these hours shall not be subject to this clause.

Employees may request a payment of overtime pay and the Employer shall accommodate such requests.

In the event that a shortage of work occurs and the employee's overtime and vacation balances are insufficient to provide time off with pay, the provisions of Article 11 (Short-Term Lay-off) may be applied.

### **17.05 OVERTIME ASSIGNMENT**

The Employer shall determine when overtime is necessary and for what period of time it is required.

### **17.06 SALARIED PART-TIME EMPLOYEES**

Salaried part-time employees shall be paid their regular wage for any hours worked up to the regular daily or weekly hours of their position. Any hours worked in excess of the regular daily or weekly hours of the employee's position shall be recorded as overtime hours.

### **17.07 OVERTIME MEALS**

This article applies to overtime that is in excess of 2 hours of working time and is continuous to the normal work day.



An employee qualifying for an Overtime Meal shall be provided with a meal or be paid a meal allowance. The employee shall also receive a paid meal break of ½ hour at straight time. Where there is a break of two hours or more in the hours to be worked, this article shall not apply.

Employer meal tickets must be used whenever possible. If the meal break occurs when the Employer's dining rooms are not open, the following limits apply, per meal:

Breakfast	\$ 10.00
Lunch	\$ 12.00
Dinner	\$ 20.00

Claims must be supported by receipts.

### **18.00 CALL OUT**

A Call Out occurs when an employee is:

- a) called back to work before the beginning of the employee's next scheduled shift, or
- b) called back to work after completing a regular day's work and has left the employee's department or shop, or
- c) receives same day notice of work to be performed commencing more than 2 hours after the end of the normal shift for that day, or
- d) called in from a day off to work the employee's regular job.

The employee shall be guaranteed either:

- a) four hours of pay at straight time, or
- b) the actual hours worked at the applicable overtime rate, whichever is greater.

### **19.00 SHIFT DIFFERENTIAL**

Salaried and Hourly-Paid employees who are on shift shall be eligible for a shift premium of \$1.50 per hour for each hour worked at regular rates between 12 a.m. and 6 a.m.

### **20.00 STANDBY PAY**

An employee required to be immediately available to return to work during a period in which they are not on

regular duty, shall receive Standby Pay.

The individual fulfilling the standby duties is required to:

- a) be immediately available by telephone (home or cellular) at all times during the prescribed periods.
- b) respond in person within 30 minutes of a call requiring their presence on campus;
- c) perform whatever actions are required to address the problem situation, and/or ensure that additional resources are deployed to ensure successful resolution of the problem. These additional resources may include other members of the department, or external resources with whom the Employer has maintenance contracts.

Regular policies for call-out apply in those situations where the individual is required to attend on campus for any function that could NOT reasonably be attended to remotely by telephone or telecommunications from the individual's home.

Employees scheduled by their supervisor to be on stand-by shall be paid \$3.50 per hour while on Stand-by.

### **21.00 LACK OF WORK**

This applies to those circumstances where an employee has not been notified that there is no work and shows up for work. Under the circumstances of lack of work, and again where no notice has been given, the employee shall receive: 3 hours of the employee's regular pay, or if some work is performed, pay at the employee's rate for the time worked, whichever is greater.

Alternatively, such an employee may be assigned other duties in the same department or be offered a secondment to another department for the day or period concerned, provided that the employee has the necessary skills and qualifications and safety training for the work offered. If the employee declines a secondment, the lack of work provision shall not apply. No employee shall be disciplined, discriminated against or otherwise sanctioned for refusing to accept a secondment.

**22.00 LONG SERVICE INCREASE**

An employee who has completed 10 years of current continued service, or with combined recognized past service with the Employer (bridged service) and current service has completed 10 years of service, shall receive a salary increase of 4% above the employee’s current salary.

The Long Service Increase shall continue to be paid to the employee as long as the employee is, either a Salaried Employee or an Hourly-Paid Employee, regardless of what support staff position the employee may transfer to in the future.

**23.00 WORKERS’ COMPENSATION**

Subject only to the provisions of the WCB Act, all employees to whom this agreement applies are covered by the Workers’ Compensation Board Act. Compensation for injuries and lost wages shall be determined by the Workers’ Compensation Board.

Workers’ Compensation Board shall not provide coverage on the day of injury or accident. Coverage for this day shall be the responsibility of the Employer.

If a Salaried employee sustains an injury while working for the Employer which causes absence from work and as a result the Employee receives Workers' Compensation, the Employee shall be paid that amount necessary to make up the difference between what the Employee receives as compensation and the Employee's normal net pay according to the following schedule. The Employer shall, upon submission of evidence of their remuneration from the Workers’ Compensation Board, pay the employee the difference between the amount received from the Workers’ Compensation Board and their regular salary as outlined below.

Employment Year	Number of Days at Full Pay
During First Year .....	6 Days
During Second Year .....	12 Days

During Third Year.....	47 Days
During Fourth Year.....	47 Days
During Fifth Year.....	53 Days
Sixth to Tenth Year.....	130 Days
Eleventh and Subsequent Years.....	260 Days

When a day designated as a Public Holiday falls within a period where the employee is on Workers' Compensation, it shall be counted as WCB and under no circumstances shall an employee be entitled to both WCB and Paid Public Holiday benefits for the same day.

**24.00 HEALTH BENEFITS**

- a) Except as provided in (b) below, employees shall be eligible for the health benefit plans in accordance with the plan eligibility provisions established by the underwriter(s).
  
- b) Subject to the plan provisions, hourly-paid employees shall participate in the health benefits program following 2000 hours of continuous employment. In accordance with the Collective Agreement, these benefits shall include life insurance, accidental death and dismemberment, long term disability, extended health care and dental. The level of coverage for life insurance, accidental death and dismemberment and long term disability shall be determined at the commencement of each calendar year based on the gross regular earnings for the previous calendar year. An employee who becomes eligible for the health benefits mid-year shall have their coverage based on the regular gross earnings for the previous 12 months for the balance of the initial calendar year.

- c) The employer shall make the following contributions on behalf of the participating employees:

<b>Benefit</b>	<b>Banff Centre Premium Sharing</b>
Life Insurance	100% to a maximum of \$.255/\$1000 of coverage
Accidental Death & Dismemberment	100% to a maximum of \$0.04/\$1000 of coverage
Long Term Disability	100% to a maximum of \$1.352/\$100 of coverage
Dental	80% to a maximum of Single: \$44.62 Family: \$109.89
Extended Health Care < 2 years' service	80% to a maximum of Single: \$38.44 Family: \$112.26
Extended Health Care 2 + years of service	80% to a maximum of Single: \$41.65 Family: \$121.34

During the term of this agreement, the Employer will not initiate changes in the current benefit levels for the plans referred to above without the agreement of the Union. Changes to the current benefit levels required by the benefit plan underwriters shall not be subject to such agreement.

**25.00 PAST SERVICE – LONG SERVICE BRIDGING**

Recognition of previous employment as a salaried or hourly paid employee with the Employer shall be offered at the time of rehire or recognized on written request by an employee for the purpose of calculating long service entitlements pursuant to article 22.00, Long Service Increase and Article 27.03, Supplementary Long Service Vacation (Salaried Employees), provided the time between periods of employment with the Employer did not exceed twelve (12) months. This provision shall apply only once to any employee.

## **26.00 RECOGNIZED PAID PUBLIC HOLIDAYS**

Recognized Paid Public Holidays for Salaried and Hourly-Paid employees are as follows:

New Year's Day.....	January 1st
Family Day .....	third Monday in February
Good Friday.....	Friday before Easter Sunday
Victoria Day.....	Monday before May 25
Canada Day .....	July 1st
Heritage Day.....	first Monday in August
Labour Day.....	first Monday in September
Thanksgiving Day .....	second Monday in October
Remembrance Day .....	November 11
Christmas Day .....	December 25
Boxing Day .....	December 26

Where a paid holiday falls on a Saturday or Sunday, the paid holiday shall be observed on the following Monday. This applies only to departments with a Monday to Friday operation. Departments that have a 7 day operation shall observe the holiday on the day it falls. Refer to Appendix A for listing of departments with seven (7) and with five (5) day operations.

## **26.01 ELIGIBILITY FOR PAID PUBLIC HOLIDAYS**

### **26.01.1 Salaried Employees**

- a) An employee with an unauthorized absence from work on a regularly scheduled work day immediately prior to or following a paid holiday shall not be entitled to pay for the holiday.
- b) If an employee is on part-time status, entitlement shall be given on a pro-rated basis equivalent to the number of hours normally worked per week.

### **26.01.2 Hourly-Paid and Casual Employees**

- a) An employee on an unauthorized absence from work on a regularly scheduled work day immediately prior or immediately following a paid holiday shall not be entitled to pay for the holiday.
- b) Employees shall be given an entitlement for public holidays based on the average daily wage. The average daily wage is 5% of an employee's wages,

vacation pay and general holiday pay earned in the twenty-eight (28) days leading up to the general holiday. Overtime is not included in average daily wage calculation.

### **26.01.3 Compensation for Christmas Day**

Salaried and Hourly-Paid employees required to work on December 25th shall be compensated on a double time basis, subject to eligibility.

### **26.01.4 Shift Employees**

Any employee whose shift starts on a Paid Public Holiday shall receive compensation for the holiday for the entire shift. Any overtime hours worked prior to the start of the shift shall not be identified as the start of the shift.

### **26.01.5 Averaged Work Week**

An employee who is working a averaged work week, and the employee is eligible for the Holiday, shall receive compensation for the holiday based on the employee's regular shift had the altered work week not been in place.

## **26.02 COMPENSATION – PAID PUBLIC HOLIDAY**

Where an employee is required to work on a designated Paid Public Holiday, and the employee is eligible for the Holiday, the employee shall receive pay at their regular rate for the holiday and in addition shall receive compensating time off at 1.5 times their regular rate for the actual hours of work performed on the Paid Public Holiday.

An employee may request through the Union, to work the Paid Public Holiday at their regular rate of pay and in addition receive another day off in lieu of the holiday. This time off must be scheduled within a two (2) week period preceding or following the holiday. The Employer shall decide if the operation of the department can accommodate the request.

Where the holiday falls on a salaried employee's scheduled day off, the employee shall be given another day off in lieu

of the holiday or pay for one work day at the employee's regular wage.

## **27.00 ANNUAL VACATION**

The year on which normal annual vacation entitlements are based is defined as the 12 month period preceding the anniversary date of employment. Vacations are earned after completion of 1 full year of continuous employment; however, at the discretion of the manager, vacation may be taken as it is earned.

Vacation entitlement for part months of service shall be the same as for a full month except that no entitlement shall be provided unless the employee was employed for 11 working days or more within the part month.

Vacation entitlement is not earned during a leave of absence without pay where the leave exceeds an accumulated maximum of 22 working days in each employment year or beyond 22 consecutive working days in respect to any one leave of absence which continues from one employment year to the next employment year. Vacation entitlement is not earned during any absence due to illness beyond an accumulated maximum of 44 working days in respect to any one illness which continues from one employment year to the next employment year.

Subject to operating requirements of the department, the Employer shall endeavor to grant accumulated vacation time off at a time which is mutually agreed upon with the employee. Such requests shall not be unreasonable denied. If an employee has not taken their vacation entitlement at the completion of the entitlement year, the department manager shall schedule the days to be taken as vacation within the three month period immediately following the completion of the entitlement year. The employee cannot refuse to take the time off as vacation.



## **27.01 VACATION ENTITLEMENT**

### **27.01.1 Salaried Full-Time Employees**

- a) Less than 1 year: 4% holiday pay
- b) 1 year employment: 2 weeks (10 working days) vacation granted to full-time employees who have completed one year of service.
- c) 2-5 years employment: 3 weeks (15 working days) vacation granted to full-time employees who have completed two years of service.
- d) 6-11 years employment: 4 weeks (20 working days) vacation granted to full-time employees who have completed six years of service.
- e) 12-19 years employment: 5 weeks (25 working days) vacation granted to full-time employees who have completed twelve years of service.
- f) 20+ years employment: 6 weeks (30 working days) vacation granted to full-time employees who have completed twenty years of service.

### **27.01.2 Salaried Part-time Employees**

Receive vacation entitlement on the same basis as full-time employees, but proportionate to their normal hours of work.

### **27.01.3 Hourly-Paid Employees**

Vacation entitlement is a period equivalent to 4% of the regular hours worked during the 12 month period preceding the anniversary date of employment where continuous service is five (5) years or less. Vacation entitlement is a period equivalent to 6% of the regular hours worked during the 12 month period preceding the anniversary date of employment where continuous service is greater than five (5) years.

## **27.02 VACATION ENTITLEMENT UPON TERMINATION**

Employees shall receive pay in lieu of vacation entitlement on their final pay cheque as follows:

- a) less than 12 months continuous service - 4% of regular earnings for the period of employment minus pay for any vacation entitlement already

taken;

- b) 12 months continuous service or longer - pay in lieu of vacation earned but not taken in accordance with Vacation Entitlement - Article 27.01.

### **27.03 SUPPLEMENTARY LONG SERVICE VACATION (SALARIED EMPLOYEES)**

Salaried employees upon completion of 10 consecutive years or combination of consecutive and bridged service shall be granted one additional week of vacation entitlement on a one-time, non-recurring basis. This week must be taken within three (3) subsequent employment years.

### **27.04 VACATION PAY ENTITLEMENT (CASUAL)**

Vacation pay entitlement is 4% of regular earnings for the period of employment for employees with less than 5 consecutive years of employment. Employees with 5 consecutive years of employment or more shall earn vacation pay at 6% of regular earnings for the period of employment. Any break in employment of 3 months or more shall constitute a break in continuous employment. Vacation pay entitlement shall be calculated and paid out at the end of each pay period.

## **28.00 SAFETY**

Both the Union and the Employer are committed to a high standard of health and safety in the workplace and shall develop and maintain a safe work environment.

The Employer agrees to provide time off with pay to non-safety committee Union Executive members who attend in-house safety training programs. Employees shall make written arrangements with their supervisors for the time off to attend this training. The Union shall reimburse the Employer for these hours.

### **28.01 PROTECTIVE CLOTHING AND EQUIPMENT**

The Health and Safety Officer shall develop and maintain a safety data base listing and detailing all protective clothing, safety equipment and any other safety devices required for

each support staff position. The Health and Safety Officer (or delegate) and the President of the Union (or delegate), shall review the data base for updating on an annual basis. This review shall also encompass a campus wide audit to ensure compliance.

Positions identified as requiring protective clothing (excluding footwear - see Article 28.01.1 Safety Footwear), safety equipment and any other safety devices shall be provided with these items at the Employer's expense. Necessary maintenance and replacement of the items shall be at the Employer's expense. (See Article 35.00 - Clothing Entitlement.)

### **28.01.1 Safety Footwear**

Salaried and Hourly-Paid Employees required to wear CSA/PPE approved safety footwear as a condition of employment and who are expected to be employed for a period of 3 months or longer, shall be reimbursed 100% of the purchase price of the footwear to a maximum two hundred and fifty dollars (\$250.00) in each two year period commencing with the initial purchase upon proof of purchase. Should the employee voluntarily leave employment with the Employer prior to the completion of the 3 months of employment, the employee shall be required to reimburse the Employer for the payment on a pro-rated basis.

The need for replacement of safety footwear shall be assessed by the individual's supervisor in the case of obvious visible deficiencies, and by the Health and Safety Officer in all other cases.

## **29.00 HARASSMENT**

The Union and the Employer agree that the workplace should be free of personal and sexual harassment. The Employer and the Union agree to co-operate with each other in preventing and eliminating harassment in the workplace.

The obligation to eliminate personal and sexual harassment

applies equally to the Employer, the Union and all Employees.

Personal harassment is defined as a persistent and repeated pattern of behaviour that is unwarranted or unreasonable and that adversely affects the individual.

Sexual harassment is defined as unwanted sexual advances, unwanted requests for sexual favours, and other unwanted verbal or physical conduct of sexual nature, when:

- subjection to such conduct is made either explicitly or implicitly, as term or condition of an individual's employment, or continued employment,
- subjection to, or rejection of such conduct affects that individual's employment.

### **30.00 LIFE THREATENING DISEASES**

The Employer and the Union are committed to assist employees with life threatening diseases.

### **31.00 SICK LEAVE**

Sick Leave entitlement is intended to assist an employee through periods of genuine illness by providing either full or partial wage loss compensation for an absence due to illness. Sick Leave provides protection for an employee against the economic impact of long term illness.

#### **31.01 – SICK LEAVE ENTITLEMENT FOR SALARIED FULL-TIME EMPLOYEES**

Sick leave means an illness which causes a salaried employee to be absent from duty for a period of three consecutive working days or less, and medical appointments as outlined in Article 31.06.

A salaried employee shall not be eligible for sick leave entitlements until the completion of 3 months employment with the Employer. An employee shall not be allowed a total of more than ten work days in each employment year as leave of absence with pay on account of sick leave. Should an employee exceed the ten work days of sick

leave, they shall be allowed time off for sick leave on a leave without pay basis.

### **31.02 SHORT TERM DISABILITY ENTITLEMENT FOR SALARIED FULL-TIME EMPLOYEES**

Short term disability means an illness which causes a salaried employee to be absent from duty for a period of more than three consecutive working days but less than 120 consecutive working days or six months, whichever is the shorter period. An employee on sick leave for less than three consecutive work days, who in the seven calendar days following their return to work, is required to take additional time off related to the same illness shall have this absence recognized as short term disability provided the total absence exceeds three work days and the absence due to medical reasons is supported by a doctor's certificate.

A salaried employee shall not be eligible for short term disability entitlements until the completion of 3 months employment with the Employer.

Leave of absence with pay in each year of employment is allowable on account of short term disability as follows:

- a) After the third month, but within the first year: 10 work days at full pay; 110 work days at 70% pay;
- b) In the second year of employment: 15 work days at full pay; 105 work days at 70% pay;
- c) In the third year of employment: 25 work days at full pay; 95 work days at 70% pay;
- d) In the fourth year of employment: 35 work days at full pay; 85 work days at 70% pay;
- e) In the fifth year of employment: 45 work days at full pay; 75 work days at 70% pay;
- f) In the sixth or subsequent years of employment: 60 work days at full pay; 60 work days at 70% pay.

### **31.03 SALARIED PART-TIME AND HOURLY-PAID EMPLOYEES**

Leave with pay on account of illness shall be provided on the same basis as for Salaried full-time employees but is

proportionate to the employee's actual hours worked in the previous 4 pay periods.

### **31.04 CONDITIONS OF SICK OR SHORT TERM DISABILITY LEAVE**

- a) When an absence due to illness continues from one employment year into the next, the period of leave with pay for that absence is determined according to the year in which the absence commenced.
- b) Leave entitlement for an employee who is on sick and/or short term disability at the commencement of a new employment year, shall continue from the prior year of employment. Leave entitlement for the new employment year shall not be credited to the employee until they return to the active work force for a period of not less than 20 consecutive working days.
- c) An employee who is unable to report for work due to illness must report their absence as outlined in Article 15.07 - Reporting of Absences.
- d) In order to be eligible for the leave entitlement, an employee shall be required to satisfy the Employer of the validity of an illness resulting in an absence from work. Based on the employee's frequency or pattern of illness during the preceding twelve (12) months, the Employer may require the employee to provide further explanation and/or documentation from the employee's attending physician.
- e) When a day designated as a paid public holiday falls within a period of illness, it shall be counted as a day of illness and under no circumstances shall it be considered a Paid Public Holiday.
- f) An employee may be disqualified from receiving sick or short term disability leave and/or benefits pursuant to the Long Term Disability Insurance Plan if they refuse to accept work which, in the opinion of a physician, the employee is capable of performing.
- g) The Employer has the right to require the employee to perform duties that, in the opinion of the physician, are consistent with the rehabilitation and/or recovery of that employee. The Union shall be informed of the duties assigned to the employee.

- h) This leave entitlement for employees shall not extend beyond their term of appointment.
- i) The Employer has the right to require the employee to provide medical documentation from a physician of the Employer's choice when it is deemed that a second opinion is required.
- j) Should the Employer require the employee to provide documentation from a physician, the Employer shall reimburse the physician's fee incurred to obtain the medical documentation.

### **31.05 OTHER**

The Sick Leave benefits outlined above do not prohibit the Employer from taking action if an employee's record of sporadic and intermittent, absences is excessive, resulting in a negative impact upon the operation of the department, and as such warrants termination, even though the absenteeism has not exhausted the Sick Leave provisions.

### **31.06 MEDICAL AND DENTAL APPOINTMENTS**

- a) Non-emergency medical and dental appointments that the employee can anticipate must be scheduled in such a way as to conflict as little as possible with the work of the employee's department. The employee shall be required to provide their supervisor with adequate notice of such an appointment. An Employee may request that their schedule be altered to minimize any absence from work. The Employer shall decide if the operation of the department can accommodate the request. Any absence from work shall be considered as unpaid leave.
- b) Medical and dental appointments required to treat an emergency, cannot be anticipated or planned. Any absence from work for medical or dental emergencies shall be considered under the Sick Leave provisions above. Medical and dental appointments involving specialized treatments and consultations with specialists shall be eligible for compensation under the sick leave provisions.
- c) Any absence due to injury that qualifies for WCB coverage shall be covered by the WCB provisions of this Agreement.

### **32.00 MATERNITY LEAVE**

Maternity leave without pay, subject to the six week health related period of the leave, is available to a pregnant employee who has been employed by the Employer for at least 90 days.

A minimum 6 week health-related absence shall be granted to the employee commencing with the birth date of the child. Should the health-related period be extended to cover a period either prior to the birth of the child or following the six weeks as outlined above, medical certification shall be required. The health-related absence refers only to the health of the employee, and not the child.

During the health-related absence period the Employer shall, upon submission of evidence of her remuneration from Employment Insurance Commission (EIC), pay the employee the difference between the amount received under the maternity allowance and 70% or 100% of regular salary. The value of the “top up” shall be subject to the level of the employee’s Short Term Disability entitlement at the commencement of maternity leave.

The Employer shall continue to pay the normal employer portion of the benefit premiums during the health-related portion of the absence, and the employee shall continue to pay the employee portion of the premiums. Health benefit coverage for the remainder of the maternity leave shall be available to the employee, with the exception of long term disability. The employee shall be responsible for both the employee and employer premiums during this period. Any illness occurring during the pregnancy and before the maternity leave commencement date shall be considered under the sick leave clauses of this agreement.

Employees who have not been granted a maternity leave shall receive coverage for the health-related portion of their leave and benefit premiums as outlined above.

A pregnant employee may request maternity leave without pay, for a period not exceeding 15 consecutive weeks



inclusive of the 6 week health-related absence. Maternity Leave may start at any time during the 13 weeks immediately before the estimated date of delivery. The employee must provide written notice at least six weeks prior to starting maternity leave.

If during the 21 weeks immediately before the estimated date of delivery the pregnancy of an employee interferes with the performance of her duties, the employer may give the employee written notice requiring her to start maternity leave.

### **32.01 PARENTAL OR ADOPTION LEAVE**

a) Parental leave without pay is available to an employee who has been employed by the Employer for at least 90 days may request parental or adoption leave without pay as follows:

- i) For an employee entitled to maternity leave, a period of not more than 62 consecutive weeks immediately following the last day of maternity leave;
- ii) For an employee who is a parent, a period of not more than 62 consecutive weeks to be completed within 78 weeks after the birth of the child.
- iii) For an employee who is an adoptive parent, a period of not more than 62 consecutive weeks to be completed within 78 weeks after the child is placed with the adoptive parent for the purpose of the adoption.
- iv) An employee must provide written notice at least six weeks prior to starting parental leave unless the medical condition of the mother or child intervenes or the date of the child's placement with the adoptive parent was not foreseeable. If employees intend to share parental leave, they must give notice of their intention to share parental leave.

b) If employees are parents of the same child, parental leave granted under 1(b) may be taken wholly by one employee or shared between both employees. However, employees may not take parental leave simultaneously.

- c) The application for the leave must be made in writing to the employee's supervisor, with a copy forwarded to the Vice President, Human Resources.

Health benefit coverage shall be available to the employee, with the exception of long term disability. The employee shall be responsible for both the employee and employer premiums during this period.

The employee shall be required to furnish proof of adoption.

### **32.02 MATERNITY, PARENTAL OR ADOPTION LEAVE**

- a) An employee granted a maternity, parental or adoption leave without pay shall not accrue vacation entitlements.
- b) Employees granted a maternity, parental or adoption leave, shall be returned to their substantive former position, or be placed in a comparable position.
- c) An employee on a maternity, parental or adoption leave who is affected by a change in compensation implemented during the period of the leave will have the compensation change applied upon return to work.
- d) An employee on maternity, parental or adoption leave, shall be required to give a minimum of four weeks written notice of intention to return to work or notice to change their date of return prior to the ending of the leave period. When employees overstay their leave without permission of their manager, they shall automatically forfeit their position with the Employer, unless the lack of notice to the Employer is the result of unforeseen or unpreventable circumstances.
- e) An employee who does not wish to return to employment following maternity, parental or adoption leave must give four weeks written notice of intention to terminate employment.

### **33.00 SALARIED EMPLOYEES - LEAVE OF ABSENCE WITH PAY**

- a) An employee who is not otherwise absent from duty may, upon approval of application, be granted leave at their basic rate of pay.

- b) Employees may ask for a period of leave that is necessary, based on their personal circumstances, up to the maximum allowable under each subsection.
- c) Leave may be granted more than once for the same circumstances within an employment year provided the total leave granted for all circumstances does not exceed 11 working days in each full employment year.
- d) Employees in their probation period shall be entitled to g.1., g.2., g.3., g.4., g.6., g.9., g.11. below.
- e) Salaried Part-time Employees -- The maximum number of days of leave under each section above shall be prorated based on the employees normally scheduled hours of work.
- f) Hourly-paid employees shall be given an entitlement for leave with pay under each section above on a prorated basis equivalent to the average number of weekly hours normally worked in the previous 4 pay periods.
- g) The circumstances under which leave is granted subject to clause b., and the maximum length of time allowable for each, are as follows:
  - i) illness within the immediate family (living in the Bow Corridor): 1 work day: leave of absence shall be granted for the purpose of making arrangements for the care of the person that is ill or for the care of the children of the person that is ill. Immediate family shall mean an employee's wife, husband, common-law spouse, son, daughter, mother, father, guardian/ward. Two or more requests cannot be taken consecutively for this leave.
  - ii) illness within the immediate family (not living in the Bow Corridor): 3 work days: leave of absence shall be granted for the purpose of making arrangements for the care of the person that is ill or for the care of the children of the person that is ill. Immediate family shall mean an employee's wife, husband, common-law spouse, son, daughter, mother, father, guardian/ward.
  - iii) travel time under clause (ii) and clause (xi) in this section: 2 work days: travel time for illness within the immediate family or for bereavement shall mean for travel where long distances are

involved.

iv) disaster conditions: 2 work days: disaster conditions shall apply for a critical condition which requires an employee's personal attention in a disaster (flood, fire, etc.) which cannot be served by others or attended to by the employee at a time when they are normally off duty.

v) to take examinations for courses approved by the Director, Human Resources, as required: Time off shall be equal to the time required for the examination plus a reasonable amount of travel time. Two week's notice shall be required for the leave.

vi) be present at birth or adoption proceedings of an employee's child: 1 work day.

vii) attend formal hearing to become a Canadian citizen: 1 work day. Two week's notice may be required for leave.

viii) administration of an estate: 1 work day; administration of an estate shall apply only when the employee has been designated as an executor of an estate. Two week's notice may be required for the leave.

ix) attend a funeral service: 1/2 day; for persons other than those listed under clause xi.

x) court duty: leave shall be for the extent of the court duty; an employee subpoenaed to appear as a witness during court proceedings or to serve jury duty shall be paid the difference between what they would have earned for their scheduled hours and the fee received. The Director, Human Resources may require the employee to furnish a certificate of service from an officer of the Court before authorizing payment under this Clause. The employee shall come to work or be excused from work on the following basis:

- if the employee is required to attend for 4 hours or less (including a reasonable amount of travel time), then the employee is required to come to work for the balance of the shift;
- if the employee is required to attend court for more than 4 hours (including a reasonable

amount of travel time), then the employee is not required to complete their shift;

- The combination of court duty and work hours shall not exceed the employee's normal daily work hours

xi) bereavement: 3 work days; leave of absence shall be granted in the event of a death occurring in the employee's immediate family, provided the employee attends the funeral. The Director, Human Resources may waive the requirement to attend the funeral in the event of the death of an employee's spouse, parent, or child. Immediate family shall mean an employee's:

- a) husband, wife, common-law spouse, or
- b) parent, parent-in-law, guardian/ward, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them, or nephew, niece, aunt, or uncle.

xii) Election Leave: Employees that do not have three consecutive hours off to vote during polling times, will be given up to three paid hours to vote.

### **33.01 COMPRESSED WORK WEEK**

Where an employee requires a leave of absence with pay, the employee shall receive pay at their regular rate for their regular shift had the altered work week not been in place.

### **34.00 LEAVE OF ABSENCE WITHOUT PAY**

Applications for leave in excess of 5 working days must be approved by the supervisor and submitted, in writing, to the Vice President, Human Resources for final approval. Leave of absence shall be without pay and may be granted in cases of serious illness or accident to the employee's immediate family, moving households, time off in lieu of paid vacation for hourly-paid employees, or for special reasons outlined by the employee. In extenuating circumstances email request to extend the leave of absence may be made by the employee to their supervisor.

There shall be no interruption in the employee's benefits

for a leave of one calendar month or less.

No leave shall be granted to an employee to serve a jail sentence.

(A) Compassionate Care Leave

After ninety (90) days of employment, employees shall be eligible for up to twenty-seven (27) weeks of unpaid leave to provide care or support to a seriously ill family member as listed in Article 33.00 g) xi).

(B) Critically Ill Child Care Leave

After ninety (90) days of employment, employees shall be eligible for up to thirty-six (36) weeks of unpaid leave to provide care or support to a critically ill family member or child for which they are the parent or guardian or step or foster parent.

(C) Personal and Family Responsibility Leave

After ninety (90) days of employment, employees shall be eligible for up to five (5) days of unpaid leave for the health of the employee or for the employee to meet their responsibilities in relation to a family member.

(D) Death or Disappearance of a Child Leave

After ninety (90) days of employment, employees shall be eligible for up to fifty-two (52) weeks of unpaid leave if a child has disappeared and up to one hundred and four (104) weeks of unpaid leave if the child has died as the result of a crime.

(E) Domestic Violence Leave

After ninety (90) days of employment, employees shall be eligible for up to ten (10) days of unpaid leave each calendar year due to the effects of violence in the home. Such leave cannot be carried over.

An employee may take domestic violence leave for the following purposes:

- To allow the employee, employee's dependent child or a protected adult to seek medical attention for physical or psychological injury caused by domestic violence.

- To obtain services from a victim services organization.
- To relocate (temporarily or permanently).
- To seek legal or law enforcement assistance, including time relating to legal proceedings.

#### (F) Reservist Leave

After twenty-six (26) weeks of consecutive employment, employees who are reservists shall be eligible for unlimited unpaid leave when deployed and unpaid leave for up to twenty (20) days each calendar year for annual training.

### **35.00 CLOTHING ENTITLEMENT**

The Employer agrees to provide the employee with coveralls or other protective clothing free of charge, where such clothing is required to be worn by the employee as a condition of employment, and job postings for support staff positions shall indicate such requirements. Where a special uniform with the Employer insignia is required to be worn as a condition of employment, the Employer agrees to provide such clothing free of charge to the employee. In those cases where coveralls, protective clothing or insignia uniforms require cleaning, the Employer shall provide such cleaning (see Article 28.01- Protective Clothing and Equipment.) A cleaning allowance of four dollars (\$4.00) per pay period will be issued to eligible employees. This allowance is for cleaning where there is no other form of cleaning provided.

In those cases where otherwise generic clothing is required, the Employer may provide, at its discretion, such clothing or a cash allowance or partial reimbursement for actual expenditures incurred by the employee.

### **36.00 GRIEVANCES**

#### **36.01 DEFINITION OF GRIEVANCE**

A grievance is any difference arising between the Employer and one or more employees covered by this

Agreement, or between the Employer and the Union, regarding the interpretation, application, operation or alleged violation of this Agreement or any question as to whether any difference is arbitral. Such differences must be dealt with progressively in the following manner without stoppage of work or refusal to perform work except as provided pursuant to the Occupational Health and Safety Act in respect of an imminent danger to the health or safety of the employee.

No grievance shall be considered except under the following procedure.

### **36.02 GRIEVANCE HANDLING**

No grievance handling shall take place at a work site or involve an employee during working hours without the required permission of the Supervisor or designate responsible for the work area(s).

### **36.03 INFORMAL DISCUSSIONS**

Where conflict occurs between an employee and their supervisor, the Employer and the Union encourage the employee and the supervisor to seek resolution of the situation through discussion before a formal grievance is filed.

### **36.04 GRIEVANCE - STEP 1**

The employee is required to file a written grievance with their supervisor and the Director, Human Resources. A grievance must contain a complete and full statement of the difference pursuant to a specific clause of this Agreement and must state the particular relief requested on behalf of the grievor. Grievances shall be submitted on a form satisfactory to the Union and the Employer. Grievances not submitted within five (5) work days of the action giving rise to the grievance or five (5) work days from the time that the action should reasonably have been known to the grievor shall not be considered. By mutual agreement between the Employer and the Union, a grievance regarding the suspension or dismissal of an employee may commence at Step 2 of the grievance procedure.



At the request of either party, a meeting shall be held at this Step. If a meeting is held, each party may have in attendance those persons (not to exceed two (2) in number) whom it feels will assist in resolving the difference. However, the Parties will inform each other no later than two (2) work days prior to the meeting whom they plan on having in attendance. If a meeting is requested at this step, it shall be held within five (5) work days of receipt of the written request for a meeting.

The supervisor shall provide a written response to the grievor within ten (10) work days of receipt of the written grievance or within ten (10) work days of the meeting if one is held.

### **36.05 GRIEVANCE - STEP 2**

In the event that satisfaction still cannot be obtained, the employee shall within ten (10) work days of receiving the decision, forward the grievance to the most senior manager, or designate, within the division. At the request of either party, a meeting shall be held at this Step. If a meeting is held, the manager or their nominee may be accompanied by a representative from Human Resources. The employee may choose to be accompanied by a union representative. If a meeting is requested at this step, it shall be held within five (5) work days of receipt of the written request for a meeting. The decision must be communicated in writing to the employee within seven (7) work days of the date that the senior manager received the grievance, or within seven (7) work days of the meeting if one is held.

### **36.06 GRIEVANCE - STEP 3**

If the dispute is not resolved satisfactorily in Step 2, the initiator of the grievance (i.e., the Employer or the Union) may, within 15 work days of the decision at Step 2, give notice of its desire to submit the grievance to Arbitration for final and binding settlement on all parties.

The notice shall contain a statement of the grievance in the form submitted at Step 2 and the name of the initiator's appointee to the Grievance Arbitration Board. The recipient of the notice shall, within seven (7) calendar days

inform the other party of the name of its appointee to the Grievance Arbitration Board. The two appointees so selected shall, within seven (7) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson.

If the recipient of the notice fails to appoint an appointee within the time limit indicated above, the appointment shall be made by the Director of Mediation Services upon the request of either party. If the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Director of Mediation Services upon the request of either party.

The Grievance Arbitration Board shall hear and determine the matter and shall issue an award in writing and the decision is final and binding upon the parties and upon any employee affected by it. The decision of the majority is the award of the Grievance Arbitration Board, but if there is no majority, the decision of the Chairperson governs and it shall be deemed to be the award of the Grievance Arbitration Board.

The parties may by mutual agreement elect Arbitration by a single Arbitrator under the provisions of the Alberta Labour Relations Code. If the parties are unable to mutually agree to finalization by a single Arbitrator, the grievance shall be settled by a Grievance Arbitration Board as provided for above.

Each party to the difference shall bear the expense of its respective appointee to the Grievance Arbitration Board and the two parties shall bear equally the expenses of the Chairperson.

It is agreed by the parties that the Arbitration Board may not by its decision alter, amend, add to or delete from the terms and conditions or the published wage and benefit programs, of this Agreement.

### **36.07 GRIEVANCE MEDIATION**

When notice has been given of the desire to submit a

grievance to arbitration, either party may request of the other party that the difference be referred to Mediation. If both parties agree to Mediation, they shall jointly forward a letter to the Director of Mediation Services, Department of Labour, requesting Grievance Mediation, or they may choose such other form of mediation as may be agreed upon.

### **36.08 POLICY AND GROUP GRIEVANCES**

The Employer or the Union may initiate a policy grievance. A policy grievance is a difference concerning the interpretation or application of this Agreement which seeks to enforce an obligation of the Employer to the Union, or the Union to the Employer.

The Union shall have the right to process “Group Grievances.” A Group Grievance is one initiated by more than one (1) Employee providing that all Employees who are a party to the grievance are grieving the identical issue.

A policy grievance shall not be brought for remedies or relief that affects individual employees which can be grieved through Article 36.04.

The griever (employee, Union or the Employer) must initiate this policy grievance within seven (7) working days of the act causing the grievance. The grievance shall be presented in writing and must contain:

- a) a summary of the circumstances giving rise to the grievance;
- b) the provision(s) of the Agreement considered violated;
- c) the particulars of the remedy sought.

In the case of the Union grieving the actions of the Employer, the grievance shall be addressed to the Director of Human Resources. In the case of the Employer grieving the actions of the Union, the grievance shall be addressed to the President of the Local. The parties shall meet within fourteen (14) workdays of the written grievance and the other party shall reply to the aggrieved party within fourteen (14) workdays of the grievance meeting. If the grievance is not satisfactorily resolved, the

grievance shall be referred to Step 3 of the Grievance Procedure outlined above within fourteen (14) work days of the reply.

### **36.09 TIME LIMITS**

In the event the initiator of the grievance fails to follow the procedure and time limits established in the steps of the Grievance Procedure, the grievance shall be deemed to be abandoned.

When the recipient of the grievance fails to respond within the time limits prescribed in the Grievance Procedure, the grievance shall advance to the next step of the Grievance Procedure.

The time limits may be extended by mutual agreement between the Director, Human Resources and the President of the Local provided that such extension is requested, in writing, prior to the expiry of the time allowed.

### **36.10 WORK DAYS**

For the purposes of the Grievance Procedures, work days are defined as days the Human Resources Department is open and operating.

### **37.00 STAFF TRAINING**

The Employer and the Union are committed to encouraging the continuous development of employees. The employee's supervisor shall assess the training needs required by the employee where jobs change and/or the technologies used for the job change. The Employer commits to providing the training required and the employee commits to taking the identified training. The training may be provided as part of a larger Employer group or may be individual. It is understood that in order to provide the required training, the training must be available and affordable.

As part of any performance review, the supervisor will assess and document the training and professional development needs of the employee to improve how the employee performs their job. At any other time, both the

employee and/or the supervisor may discuss the training and professional development needs the employee requires.

An employee shall not suffer a loss of regular earnings for time spent in training required by the Employer.

### **37.01 TRADES AND APPRENTICES**

The Employer and the Union agree that all trades positions are governed by the appropriate trade regulations.

The Employer shall endeavour to employ and train trade apprentices as the operational requirements permit.

Employees in the Apprenticeship Program shall be required to attend Technical School for the period specified for that particular trade. During this time, employees are entitled to apply for Employment Insurance benefits. Upon submission of evidence to the Employer of remuneration from the Employment Insurance Commission (EIC), the Employer shall top up the employee's weekly wage while they are receiving EI benefits during Apprenticeship training to 95% of their current weekly wage. The Employer shall consider the employee on a Leave of Absence With Pay.

Upon submission of evidence of remuneration from the Employment Insurance Commission (EIC), the Employer shall also reimburse the employee 95% of their weekly wage to offset the two week waiting period the employee must serve prior to receiving EI benefits.

The exception to this relates to apprentices who fail to complete a level. Should their supervisor agree to the employee's continuing in the program, the employee shall not receive any remuneration from the Employer when a level of schooling is repeated. The employee shall be considered to be on a Leave of Absence Without Pay.

Employees participating in an Apprenticeship program shall be required to agree to the terms defined in The Employer's Apprenticeship Program Policy and Agreement.

### **37.02 APPRENTICE PAY**

The Employer shall pay Apprentices the following percentages of the applicable Journeyman base rate which are in accordance with the Alberta Apprenticeship Act:

<b>Apprentice Level</b>	<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>	<b>3<sup>rd</sup></b>	<b>4<sup>th</sup></b>
Plumber, Electrician	50%	60%	70%	80%
Carpenter, Locksmith, Landscaper	60%	70%	80%	90%
Refrigeration Mechanic	50%	60%	75%	85%
Painter	55%	75%	85%	n/a
Apprentice Cook*	75%	85%	93%	n/a

\* Based on First Cook Base Rate

### **38.00 TERM OF AGREEMENT**

This Agreement shall commence on April 1, 2019 and shall remain in effect until March 31, 2022, except as otherwise specified in the Memorandum of Settlement. The Agreement shall remain in full force and effect from year to year thereafter unless notice to bargain is served by either party.

### **38.01 - NOTICE TO BARGAIN**

Either party may require the other party to commence collective bargaining by notice in writing not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the termination date of this agreement.

## **APPENDIX A – Departmental Work Week**

For the purpose of applying Articles, the following identifies the work week established for each department:

### Seven (7) Day Operations

- Box Office
- Conferences
- Custodial Services
- Food and Beverage
- Front Office
- Housekeeping
- Information Technologies Services (with the exception of Administrative staff)
- Library and Archives
- Media and Production - Technical Services
- Performing Arts (with the exception of Administrative staff)
- Physical Facilities (with the exception of Administrative staff)
- Program Support
- Reservations
- Sally Borden Building
- Security
- Staff Housing

### Five (5) Day Operations

- Aboriginal Arts
- Arts Administration
- Development
- Financial Services
- Information Technologies Services (Administration)
- Leadership Development
- Literary Arts
- Marketing/Communications
- Media and Production (with the exception of Technical Services)
- Office of the Registrar
- Participant Services
- Performing Arts (Administration)
- Physical Facilities Administration
- Purchasing
- Visual and Digital Arts

## APPENDIX B

### Position, Department, Pay Level, Hours Listing

Position Title	Department	Pay Level	Hours / Day
Ceramics Facilitator	Artist Support	25	7.5
Head Photographer	Artist Support	26	7
Photographer	Artist Support	21	8
Print/Paper Facilitator	Artist Support	23	7.5
Sculpture Studio Facilitator	Artist Support	23	7.5
Box Office Coordinator	Box Office	23	8
Front of House Assistant	Box Office	17	8
Front of House Usher	Box Office	6	8
Senior Ticket Seller	Box Office	11	8
Ticket Seller, Box Office	Box Office	6	8
Conference Sales Coordinator	Conference Sales	17	7
Conference Coordinator	Conference Services	17	7
Chef de Partie	Culinary	24	8
Chef de Partie - Pastry	Culinary	24	8
Demi Chef de Partie	Culinary	23	8
Dishwasher / Steward	Culinary	5	8
First Cook	Culinary	19	8
Lead Hand-Dishwasher	Culinary	11	8
Pantry Cook	Culinary	7	8
Second Cook	Culinary	13	8
Storeroom Clerk	Culinary	11	8
Storeroom Lead Hand	Culinary	17	8
Administrative Assistant, Development	Development	18	8
Alumni Relations Officer	Development	26	8
Development and Stewardship Coordinator	Development	22	8
Development Database and Operations Associate	Development	21	8
Development Writer	Development	25	8
Donor Relations & Events Administrator	Development	18	8
Donor Relations & Events Specialist	Development	25	8
Donor Relations Coordinator	Development	22	8
Events Specialist	Development	24	8
Research and Pipeline Officer	Development	23	8
Stewardship Coordinator and Donor Liaison	Development	23	8
Stewardship Officer	Development	26	8
Volunteer Coordinator and Administrative Assistant	Development	14	8
Accounting Assistant	Financial Services	13	7
Accounting Clerk	Financial Services	9	7
Accounting Generalist	Financial Services	17	7
Accounts Payable	Financial Services	16	7



Administrator			
Accounts Receivable Administrator	Financial Services	18	7
Financial Accountant	Financial Services	24	7
Head Cashier	Financial Services	19	7
Purch. Agent/Customs Coord.	Financial Services	20	7
Receiver and Shipper	Financial Services	11	7
Receiver/Shipper and Purchasing Support	Financial Services	15	7
Administrative Assistant	Food & Beverage	20	7.5
Bartender	Food & Beverage	12	7.5
Office Clerk	Food & Beverage	13	8
Server	Food & Beverage	9	7.5
Small Outlets Attendant	Food & Beverage	10	7.5
BSW-Team Leader	Housekeeping	13	7.5
Building Service Worker II	Housekeeping	7	7.5
Building Services Worker I	Housekeeping	5	7.5
Floater, Housekeeping	Housekeeping	9	8
Office Clerk	Housekeeping	13	8
Room Attendants	Housekeeping	5	8
Housing Coordinator	Housing	15	7.5
Digital Technician/Software Developer	ITS	25	8
Applications Developer	ITS	29	8
Business Analyst	ITS	29	8
IT Project Coordinator	ITS	24	8
ITS Administrative Coordinator	ITS	24	8
Lead Applications Developer	ITS	30	8
Network Analyst	ITS	27	8
Senior Business Consultant	ITS	29	8
Senior Web Developer	ITS	27	8
Server Specialist	ITS	28	7
Systems Support Specialist	ITS	22	8
Technical Support Specialist	ITS	26	7
Administrative Assistant	Leadership	12	8
Recruitment and Alumni Officer	Leadership	25	7.5
Specialist, Program Administration	Leadership	23	8
Archive Assistant	Library	10	7.5
Archives Assistant II	Library	16	7.5
Archivist	Library	28	7.5
Clerk, Library & Archives	Library	13	7.5
Library Assistant I	Library	18	7
Library Assistant II	Library	20	7
Seasonal Library Clerk	Library	11	7
Communications Coordinator	Marketing and Communications	17	8
Communications Officer	Marketing and Communications	25	8

Communications Lead - Festivals	Marketing and Communications	25	8
Content Producer	Marketing and Communications	27	8
Digital Marketing Strategist	Marketing and Communications	25	8
Graphic Design Lead	Marketing and Communications	27	8
Graphic Designer	Marketing and Communications	19	8
Lead Web Editor	Marketing and Communications	28	8
Marketing & Communications Coordinator	Marketing and Communications	21	8
Marketing Coordinator	Marketing and Communications	17	8
Marketing Officer	Marketing and Communications	24	8
Marketing Officer, Social Media	Marketing and Communications	25	8
Media Coordinator	Marketing and Communications	21	8
Web Developer	Marketing and Communications	24	8
Festival Coordinator	Mountain Culture	17	8
Film coordinator	Mountain Culture	21	8
Program Coordinator, World Tour	Mountain Culture	21	8
World Tour Coordinator	Mountain Culture	21	8
Assistant Registrar	Participant Resources	20	7
Faculty Services Coordinator	Participant Resources	20	8
Office Administrator	Participant Resources	17	7
Programs Assistant	Participant Resources	15	7
Administrative Coordinator	Physical Facilities	10	7.5
Boiler & Heating Tech	Physical Facilities	25	7.5
Building Services Administrator	Physical Facilities	24	7.5
Construction & Maintenance Worker	Physical Facilities	18	7.5
Engineer 5th Class (BldgOp B)	Physical Facilities	20	7.5
Grounds Keeper (Seasonal Equipment Operator)	Physical Facilities	13	7.5
Grounds Lead Hand	Physical Facilities	21	7.5
Groundsperson	Physical Facilities	17	7.5
J.Refrigeration Mechanic	Physical Facilities	24	7.5
Journeyman Carpenter	Physical Facilities	24	7.5
Journeyman Electrician	Physical Facilities	24	7.5
Journeyman Landscaper	Physical Facilities	23	7.5
Journeyman Locksmith	Physical Facilities	24	7.5
Journeyman Painter	Physical Facilities	22	7.5
Journeyman Plumber	Physical Facilities	24	7.5
Maintenance Leadhand	Physical Facilities	27	7.5
Painter's Helper	Physical Facilities	14	7.5
Seasonal Groundsperson	Physical Facilities	5	7.5
Trades Labourer	Physical Facilities	16	7.5
Production Specialist	Program Coordination	24	8
Program Coordinator	Program Coordination	21	8
Resource Coordinator	Program Coordination	23	8
Revenue and Yield Analyst	Program Coordination	24	8
Animator	Program Production	22	8

Audio and Music Technician	Program Production	23	8
Audio Engineer	Program Production	23	8
Lead Video Technician	Program Production	25	8
Senior Recording Engineer	Program Production	28	8
Sr Video Editor	Program Production	27	8
Studio Manager	Program Production	25	8
Studio TV Technician/Cameraman	Program Production	23	7
Program Coordinator, BISQC	Public Programs	20	8
Public Programs Assistant	Public Programs	20	8
Public Programs Officer	Public Programs	21	8
Alumni Officer	Recruitment	14	8
Arts Recruitment Officer	Recruitment	21	8
Bell Captain	Rooms	13	8
Bellman	Rooms	5	8
Front Desk Clerk	Rooms	9	8
Guest Services Agent	Rooms	11	8
Guest Services Coordinator	Rooms	18	8
Night Audit	Rooms	12	8
Reservations Agent	Rooms	9	8
Reservations Coord.	Rooms	11	8
Rooms Booking Coordinator	Rooms	15	8
Team Leader	Rooms	13	8
Aquatics Coordinator	Sally Borden	19	7.5
Climbing Court Coordinator	Sally Borden	19	7.5
Climbing Specialist	Sally Borden	15	7.5
Fitness Instructor	Sally Borden	14	7
Health and Fitness coordinator	Sally Borden	24	7.5
Operations Administrator	Sally Borden	21	7.5
Recreation Staff	Sally Borden	12	7.5
Fire Watch Attendant	Security	7	8
Night Watch Attendant	Security	14	8
Operations / Security Agent	Security	23	8
Security Agent	Security	19	8
Traffic Control Officer	Security	8	8
Administrative Assistant	Technical Production	17	8
Assistant Piano Technician	Technical Production	27	8
Assistant Production Manager	Technical Production	25	8
Head of Electrics, Theatre	Technical Production	26	8
Head of Projection	Technical Production	26	8
Head of Sound, Theatre	Technical Production	26	8
Head Piano Technician	Technical Production	29	8
Head Stage Carpenter / Crew Chief	Technical Production	28	8
Production Administrative Assistant	Technical Production	17	8
Scenic Shop Facilitator	Technical Production	23	8
Theatre Practitioner Asst.	Technical Production	25	8

Head			
Theatre Practitioner Level I	Technical Production	<b>15</b>	<b>8</b>
Theatre Practitioner Level III	Technical Production	<b>19</b>	<b>8</b>
Theatre Practitioner Level III	Technical Production	<b>23</b>	<b>8</b>
Wardrobe Shops Facilitator	Technical Production	<b>23</b>	<b>8</b>
Admin.Asst. Prog.Operations	Technical services	<b>19</b>	<b>8</b>
Audio Maintenance Technologist	Technical services	<b>24</b>	<b>8</b>
AV Technician	Technical services	<b>17</b>	<b>7</b>
Computer Technician	Technical services	<b>20</b>	<b>8</b>
General Technologist	Technical services	<b>21</b>	<b>8</b>
Head Video Engineer	Technical Services	<b>30</b>	<b>8</b>
Intermediate AV Technician	Technical Services	<b>19</b>	<b>8</b>
Maint. Technolog.Video	Technical services	<b>23</b>	<b>8</b>
Senior AV Technician	Technical Services	<b>23</b>	<b>8</b>
Assistant Curator	Walter Phillips Gallery	<b>25</b>	<b>7.5</b>
Exhibitions and Special Projects Corodinator	Walter Phillips Gallery	<b>21</b>	<b>7.5</b>
Gallery Assistant	Walter Phillips Gallery	<b>15</b>	<b>7.5</b>
Installation Assistant	Walter Phillips Gallery	<b>10</b>	<b>7.5</b>
Preparator	Walter Phillips Gallery	<b>26</b>	<b>7.5</b>

**Memorandum of Agreement  
Between  
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4318**

**Subject: PAY ADMINISTRATION**

**1. Job Evaluation**

The Employer may alter or create job descriptions in accordance with operational requirements. Where there is an incumbent(s), the employee(s) will be provided with a copy of the job description. Within seven (7) days of receiving Executive Officer (or delegate) approval of the evaluation request, the job description and related materials, will be submitted to the Job Evaluation Committee for assignment to an appropriate pay level.

When an employee's assigned duties and responsibilities have been altered sufficiently to justify a review, the employee or the employee's supervisor may request an evaluation review. Requests for review shall be based on changes made to the job description and submitted to the Job Evaluation Committee. Achievement of the maximum salary for a given classification is not the singular justification for reclassification to higher level.

In the event that an employee believes that the job description does not accurately reflect the duties of the job, the employee must first bring the matter to the attention of the supervisor. If the matter is not resolved by the supervisor, the union, on behalf of the employee, may forward it to the Human Resources Department for resolution.

**2. Job Evaluation Committee**

The Job Evaluation Committee shall consist of a total of six (6) members, three (3) appointed by the Employer and three (3) employees appointed by the Union. A minimum

of two (2) members per side shall be a quorum for the committee. All matters brought before the committee shall be treated with the highest degree of confidentiality and shall not be discussed by individual committee members with other employees or supervisory staff. The members of the committee shall evaluate each position in a manner free of bias or of the influence of their respective constituents.

Within thirty (30) calendar days following the submission of a job description and related materials to the Job Evaluation Committee, the committee will meet to review the job description.

If the committee reaches consensus respecting the pay level of a position, its decision shall be final and binding except in the event of a successful appeal by the employee or employee's supervisor as provided below.

### **3. Appeals**

In the event that the Job Evaluation Committee is unable to reach consensus concerning the appropriate pay level assignment of a position, the matter shall be resolved through the grievance procedure commencing at Step 2.

In the event that a non-probationary employee, or the employee's supervisor, believes that a position has not been properly evaluated by the Job Evaluation Committee, the matter may be appealed to the most senior manager, or designate, of the division in which the position in question is found. If the manager concurs with the decision of the Job Evaluation Committee, the appeal shall have failed and the decision of the Job Evaluation Committee shall be final and binding. If the manager concurs with the employee or supervisor, the matter shall be referred back to the Job Evaluation Committee accompanied by the manager's comments and reasons for supporting the appeal. After considering the manager's comments and reasons, the subsequent decision of the Job Evaluation Committee with respect to the appeal shall be final and binding.

An appeal must be filed, in writing, within seven (7) calendar days of the date on which the employee and the employee's supervisor are notified of the Job Evaluation Committee's decision.

#### **4. New Positions**

A new position will not be eligible for appeal until six (6) months following the assignment of the position to a pay level.

#### **5. Pay Rate Schedule**

As per pay schedule A.

#### **6. Starting Pay Rate**

- a) a new employee's starting pay rate may be established at any value at or between the Probation rate and the rate which is the midpoint between the Base and Maximum rates of the applicable pay level.
- b) a casual employee's starting pay rate may be established at any value at or between the Probation rate and the rate which is the mid-point between the Base and Maximum rates of the applicable pay level.

#### **7. Pay Progression**

##### **(a) End of Probation Increases – variable**

Employees hired at any pay rate at or between the Probation and Base rate for the Pay Level shall receive a pay increase to the Base rate of the pay level upon successful completion of the probation period.

##### **(b) Service Increases – 4%**

**i) Salaried Employees** – awarded annually on the anniversary of the date the employee's assignment to the current pay level became effective. The value of the increment will be reduced on a prorata basis for each full month of absence due to an unpaid leave or layoff during the 12 month service period.

**ii) Hourly Employees** - awarded annually on the anniversary of the date the employee's assignment to the current pay level became effective. The value of the increment will be reduced by 50% if the employee worked fewer than 1000 hours during the 12 month service period, and to 25% if the employee worked fewer than 500 hours during the 12 month service period.

### **8. Salary Progression Date**

If the increase in pay as a result of a promotion, upward re-evaluation or upward transfer amounts to 4% or less, the employee's pay progression date shall not be changed. If the increase amounts to more than 4%, a new pay progression date shall be established in accordance with the effective date of the re-evaluation.

### **9. Downward Re-evaluation:**

If a position is re-evaluated downward, the incumbent in the position:

- a) whose pay rate exceeds the maximum of the lower pay level, shall be red-circled and shall not be entitled to any general increases until such time as the maximum rate exceeds the employee's pay rate;
- b) whose pay rate is equal to or less than the maximum of the lower pay level, shall be placed in the lower pay level and be entitled to salary progression and general increases.

### **10. Lateral Transfers**

A transfer to another job in the same pay level – no change in pay rate and no change in effective date.

### **11. Upward Transfer**

A move to a new job in a higher pay level which applies a significantly different set of skills and responsibilities - pay rate shall be set at an appropriate starting rate at or between probation and midpoint of the range.



## **12. Downward Transfer**

When an employee is transferred to a new job in a lower pay level, which is not for disciplinary reasons, the employee's pay rate shall remain unchanged. However, when an employee initiates a downward transfer, the pay rate shall be set at the appropriate starting rate and a new pay progression date shall be established in accordance with the effective date of incumbency in the position.

## **13. Effective Date of Re-evaluation Decision**

When a position is re-evaluated to a higher pay level, the effective date will be the date of the change of duties/responsibilities to a maximum retroactivity of three (3) months. If that date cannot be clearly identified, the effective date shall then be the date the request approved by the Executive Officer (or delegate) for submission to the Job Evaluation Committee.

When a position is re-evaluated to a lower pay level, the effective date will be the first day of the pay period immediately following the date of the evaluation decision.

When an employee resigns and leaves the Employer, any outstanding requests for re-evaluation within the one hundred and twenty (120) calendar day's period prior to the effective date of such resignation shall be deemed to have been withdrawn. Furthermore, appeals of evaluation decisions in respect of such requests shall also be deemed to have been withdrawn.

**Memorandum of Agreement  
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**Subject: POSITIONS EXCLUDED FROM  
MEMBERSHIP IN THE UNION**

The following support staff positions shall be excluded from membership in the Canadian Union of Public Employees Local 4318:

- Human Resources Staff (not to exceed seven (7) in number)

Positions in the Management and in the Program, Supervisory & Professional (PSP) employment categories including Sessional Administrative/ Professional Staff are not included in the bargaining unit. The Employer shall provide the Union with a list of the positions excluded under this provision as of the date of signing of this agreement. During the term of this Collective Agreement, the Union shall be advised in writing of any additions or deletions to the list of positions that are to be excluded from the bargaining unit. The Union shall be provided with a copy of the job description of any position added to the list of exclusions. If the union disagrees with the proposed exclusion it may file a grievance pursuant to Article 36.08.

It is further agreed that the following positions shall remain outside of the bargaining unit only for so long as the incumbents as of January 1, 2005 remain in those positions:

- Grants Administrator
- Archives/Records Manager

**Memorandum of Agreement  
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**Subject: 3.04.2 – UNION REPRESENTATIVE**

The Employer and the Union agree that subject to operational requirements, a leave of absence without pay shall be granted to an employee who is elected or appointed {not to exceed one (1) in number} to an office or position with the Union. The period of leave shall not exceed twenty-four (24) months. However, successive periods of leave shall be granted provided the employee is re-elected or reappointed to the office or position. All requests for leave under this provision must be submitted in writing no less than thirty (30) calendar days prior to the date the leave is to commence.

An employee who has been elected to the office of President of Local 4318, shall be placed on leave pursuant to this MOA, but shall be treated as an active employee for the purposes of salary, pension and benefits, the full cost of which shall be invoiced to the Union on a monthly basis. The President of Local 4318 shall receive salary at a level determined by the Union. The pension and benefits will be reflective of the salary that has been set. The Employer shall be notified in writing by the Local 4318 Executive of any change in salary to be applied to the President of Local 4318. This notice shall be provided a minimum of four (4) weeks prior to the effective date of the change.

The employee, who has been elected to the office of President of Local 4318, shall accumulate service during the leave except as provided under Article 12.

The employee must provide the Employer at least four (4) weeks' written notice of the date on which the employee intends to resume work. Upon returning to work, the employee shall be placed in a comparable position within

the employee's Pay Level which was in place immediately prior to the commencement of this leave. The salary will be determined by the pay rate at the commencement of the leave, and shall be increased by any salary provisions negotiated during the period of leave without pay. If a comparable position is not immediately available, the employee shall be placed into the first vacancy or new position within that Pay Level provided the employee has the posted qualifications. An employee placed in a position under the provisions of this clause shall be subject to a trial period pursuant to Article 7.08 and the provisions of that Article shall apply as if the placement were the result of a transfer or promotion.

**Memorandum of Agreement  
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4318**

**Subject: PRACTICUM PARTICIPANTS**

The Banff Centre and the Union agree that practicum participants, while furthering their education, play an important role in Banff Centre programming.

It is further agreed that practicum participants will perform some bargaining unit work as a component of their learning experience. However, they shall not be engaged to displace, supplant or replace employees covered under this agreement nor shall the Banff Centre increase the use of practicum participants as a direct result of eliminating bargaining unit positions.

The Banff Centre shall advise the Union in the event that the Practicum Program is renamed and the terms of this Letter of Understanding shall remain in effect with respect to the renamed group.

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**Subject: Article – 17.04 OVERTIME PAYMENT**

The Employer and Union agree to exclude the employees in the Grounds department of Physical Facilities from the provisions of Article 17.04 with regard to reducing the overtime balance to zero on March 31<sup>st</sup> each year. The grounds positions will not have a required annual payout of compensating time, but instead will manage their compensating time off through seasonal fluctuations in workload.

**Memorandum of Agreement  
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**Subject: HIRE RATES – JOURNEYMAN LEVEL IN  
PHYSICAL FACILITIES**

Effective January 1, 2012, employees hired as, or currently employed at the Journeyman level in the Physical Facilities department will have their base salary set at a minimum of the base rate of their salary range plus 4%.

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**Subject: ARTICLE 15.06.2 – EMPLOYEE REQUEST  
TO ALTER WORK WEEK**

The Employer and the Union agree that an employee who works a compressed schedule may request directly to their supervisor to alter their work week for the purpose of working the additional time required to ‘top up’ a work day designated as a public holiday (Article 26.01.5). Currently an employee on compressed schedule will report the additional time required on a public holiday as CTO, vacation or leave without pay. This MOA will allow the employee to work the additional time during the two calendar weeks encompassing the public holiday. The Employer will grant the request for this altered work period based on operational needs.



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**Subject: VOLUNTEERS**

The Banff Centre and the Union agree that volunteers play an important role in Banff Centre programming, community engagement and building audience.

It is further agreed that volunteers will perform some bargaining unit work as a component of their experience. However, they shall not be engaged to displace, supplant or replace existing employees covered under this agreement nor shall The Banff Centre increase the use of volunteers as a direct result of eliminating bargaining unit positions. Human Resources shall advise the Union of their intention to use volunteers prior to such use.

# Memorandum of Agreement

Between

The Banff Centre

And

The Canadian Union of Public Employees Local 4318

**EFFECTIVE:** July 1, 2019 with the first payment date occurring on the November 15, 2019 pay cheque for those employees who are active employees on November 15, 2019.

**Subject: Service Charge Allocated to Gratuities**

**Service Charge:** is a charge automatically levied on a customer's or client's bill by the employer intended to pay for the work of the employees who provide a service to the customer or client, to contribute to capital requirements in order to improve all guest experiences and to bring more artists to Banff Centre. Service Charges are determined by the employer to achieve yearly budget requirements.

**Gratuity:** is a portion of service charges collected by the employer and then paid to employees.

**Tip:** is a voluntary payment by a guest to an employee and can be paid by cash, credit or debit card. The tip process is 100% managed by the employees. A joint union management working committee will be established to review current tip practise and the working group will create guidelines for distribution of the tips. The tip-out process is based on an honour system and therefore tip earning positions are expected to comply with the guidelines to ensure a healthy and vibrant work place. You cannot grieve tip-out violations, but disciplinary action may occur if conflict occurs within the workplace due to not following the tip-out guidelines that are established by the joint union management working committee.

**Double Dipping:** At no time shall an employee receive

both tips and gratuities as defined above.

**Application:**

Hourly gratuity and tip earning positions: all the terms and conditions on a pro-rata basis where applicable, except that the following Articles shall not apply:

- a) Article 22 – Long Service Increase
- b) Article 24 – Health Benefits – Hourly Employees
- c) Article 31.00 – Sick Leave and Short Term Disability  
- Entire Articles
- d) Article 33.00 – Leave with Pay
- e) MOA – Pay Administration – Pay Progression
- f) 15.06.1 Employee Request to Alter Work Week
- g) 15.06.2 – Altered Work Week
- h) MOA – Pay Administration - Job evaluation process

**Sick Leave**

Upon completion of two thousand and eighty (2080) hours worked in a similar position, an employee in an hourly gratuity and tip earning position shall be eligible for 5 sick leave days, but is proportionate to the employee's actual hours worked in the previous 4 pay periods.

**Employment Status:**

Upon completion of (4000) hours worked in a similar position, the employee shall achieve salaried status and all provisions of the collective agreement will apply.

**Pay Scale:**

Hourly gratuity and tip earning positions will be paid the base rate for their job classification pay level. There is no eligibility for Salary Progression per the Applications article until the employee completes 4000 hours worked in a similar position and salaried employment status has been achieved per Article 16.

Hourly employees who have achieved salary progression in their existing gratuity and tip earning position will have their hourly rate remain unchanged. However, as of the effective date of this memorandum of agreement, they will no longer be eligible for further salary progression until

they achieve salaried status in accordance with Article 16.

**Percentage of Service Charge Allocated to Gratuities:**

Twenty (20%) of the service charges levied by the Employer on customers/clients shall be paid as gratuities to employees. Gratuities will be paid once per month, on the 15<sup>th</sup> of the month pay cheque, following the receipt of payment from the customer/client. The Employee must be an active employee at the time the gratuity is paid. The Employer will retain the remaining amount of service charge. Gratuities are considered as part of the employee’s total income and as such all statutory deductions are deducted at source. If the customer or client refuses to pay the service charge, the employee(s) will not receive the gratuity. Guest messaging regarding tips will be provided by the Employer.

**Gratuities (20% of Service Charge) will be distributed to the following positions based on actual hours of work in the pay period and percentage of gratuity allocated to each Category:**

Category	Department	Position	Percentage of Gratuity
Category A	Food & Beverage	Bartender	45%
		Server	
		Small Outlets Attendant	
Category B	Housekeeping	Housekeeping Floater	15%
		Room Attendant	
Category C	Kitchen	Apprentice Cook	10%
		First Cook	
		Pantry Cook	
		Second Cook	
		Storeroom Clerk	
		Storeroom Lead Hand	
Category D	Guest Services	Guest Services Agent	9%
		Guest Services Coordinator	
Category E	Program Support	Program Service Worker	7%
		Team Leader	
Category F	Custodial	Building Service Worker 1	5%
		Building Service Worker 2	
		Building Service Worker – Special Projects	
Category G	Stewarding	Steward	5%
Category H	Guest Services	Bell Captain	4%
		Bellman	
		Night Audit	
Note: hired at base, not probation			

## Gratuities will be calculated as follows:

Example:

Total Service Charge in pay period: \$20000.00

Total Gratuity:  $20,000 \times 20\% = \$4000.00$

Total Eligible Hours: Total hours worked by gratuity earning positions in the week

Category A:  $45\%$  ( $\$4000 \times 45\% = \$1800$ )

Position A	Hours Worked in Pay Period	Percentage of Gratuity based on Hours Worked (hours worked / total hours in period)	Gratuity for Period (Percentage of Gratuity * Gratuity amount for Category)
Employee 1	40	15.38%	\$276.92
Employee 2	80	30.77%	\$553.85
Employee 3	35	13.46%	\$242.31
Employee 4	80	30.77%	\$553.85
Employee 5	25	9.62%	\$173.08
Total Hours Worked	260	100.00%	\$1,800.00

**\*\*This formula would apply to all categories and all positions within each Category.\*\***

### Expectations:

Job Descriptions will require updating. The Small Outlet Attendant position will become a Server and existing Small Outlet Employees salary will remain unchanged. Salary progression will not be available to these employees until they have achieved salaried status as per Article 16.

Service standards, processes and procedures must be followed by staff to 1) ensure more effective performance resulting in higher guest satisfaction and 2) ensure the employer is able to effectively implement this memorandum of agreement. Employees are responsible for signing the Function sign in and out sheet during each shift. Failure to do so will result in the employee not being included in the gratuity payment for the month. Payment will occur once per month, on the 15<sup>th</sup> of the month pay cheque.

Gratuity and tip earning positions will be moved between

venues at the discretion of the Employer to ensure high customer service and guest satisfaction. Allocation of venue for gratuity and tip earning positions will be based on client requirements and skill level of the employee that ensures maximum guest satisfaction.

**Baggage Service Charges** are allocated to tour groups who request baggage pull services. Service charges will be split 20% to Bellman and Bell Captain and 80% to the Employer. Double dipping does not apply to baggage service charges as this is an infrequent activity.

# **Memorandum of Agreement**

**Between**

**The Banff Centre**

**And**

**The Canadian Union of Public Employees Local 4318**

**Application:** A Health Spending account in the amount of \$200 per fiscal year is available for each Salaried employee with a contract of 5 months or greater, upon submission of receipt and medical notes if applicable.

**Health Spending Account (HSA)** is used to reimburse for eligible medical and dental expenses beyond those covered by our Health Care Plan. The account can be used to cover expenses incurred by you and any dependents.

**Eligible expenses include:**

- a) Any coinsurance payments and amounts in excess of coverage limits under our Health Care Plan.
- b) Charges for dental procedures in excess of the regular Dental Plan's payment limits
- c) Vision care expenses such as eye exams, glasses and laser eye surgery in excess of the coverage under the Health Care Plan
- d) Prescribed lifestyle benefit expenses such as nutritional supplements
- e) Paramedical practitioners including chiropractors, acupuncturists, optometrists, massage therapists, physiotherapists and psychologists in excess of Health Care Plan coverage
- f) Monthly or annual fitness center fees, sports league/fitness facility fees.
- g) Instructed classes at a fitness facility (such as aerobics classes, yoga, Tai Chi, etc.), drop-in fees or passes

- Certified instruction for a physical activity in excess of facility fees (such as personal trainer, etc.)
- h) Home exercise fitness equipment (such as treadmills, stationary bikes, weights, etc.)
  - i) Wellness-related programs such as weight and nutrition programs (such as plan purchase, membership fees, etc.), and smoking cessation programs (such as fees for seminars, support programs, etc.)
  - j) Alternative healing therapies not covered by your Health Care Plan (such as stress management programs, hydrotherapy, etc.)
  - k) Sports equipment that is required for a physical activity (skis, helmets, hockey equipment, etc.)
  - l) Allocation of premium fees above health benefit caps under Article 24.



**Memorandum of Agreement  
Between  
The Banff Centre  
And the Canadian Union of Public Employees Local 4318**

Whereas the Employer and the Union have negotiated for the renewal of the Collective Agreement that had a term of April 1, 2016 to March 31, 2019;

And whereas the negotiators for the Employer and the Union have reached agreement on the terms of this Memorandum that they will unanimously recommend for acceptance.

Attached to this Memorandum are the amended provisions that become effective on the date that the Collective Agreement is ratified by the Employer and the Union, or April 1, 2019, whichever is later, and remains in effect until March 31, 2022. In addition, the following provisions of the Collective Agreement that had a term of April 1, 2016 to March 31, 2019 shall be amended as indicated below:

**Effective April 1, 2019**

The pay rates for all active Salaried, Hourly-paid, Casuals, and Supplementary employees will not be increased (0%).

- The employer will allocate twenty percent (20%) of the Service Charge as gratuities to mutually agreed upon positions, per the memorandum of agreement effective November 1, 2019 retroactive to July 1, 2019.
- Stand by pay will increase from \$3.00 to \$3.50 as per article 20
- Shift differential will increase from \$1.00 to \$1.50 per hour as per Article 19.
- The employer will provide a Health Spending Account of \$200 for each salaried employee with a contract of 5 months or greater, as per memorandum of agreement.

Under no circumstance will an individual's hourly rate fall below minimum wage, but pay will continue to be subject to the Maximum/Long Service of the ranges. There are no positions in Salary

Range 3 or 4.

### **Effective April 1, 2020**

A lump sum payment of one percent (1%) will be paid to all active Salaried, Hourly-paid, Casuals and Supplementary employees. The lump sum will be paid based on the employee's regular hours of work in the previous 12 months (April 1, 2019 to March 31, 2020).

An additional lump sum payment of one percent (1%) will be paid to all active salaried employees, whose hourly rate is above the maximum hourly rate for their pay level and is at the long service maximum hourly rate of their pay level. The lump sum will be paid based on the employee's regular hours of work in the previous 12 months (April 1, 2019 to March 31, 2020).

- The employer will allocate twenty percent (20%) of the Service Charge as gratuities to mutually agreed upon positions per the memorandum of agreement.
- Stand by pay will increase from \$3.00 to \$3.50 as per Article 20
- Shift differential will increase from \$1.00 to \$1.50 per hour as per Article 19
- A Health Spending Account of \$200 for each salaried employee with a contract of 5 months or greater, as per memorandum of agreement.

Under no circumstance will an individual's hourly rate fall below minimum wage, but pay will continue to be subject to the Maximum/Long Service rate of the position's pay ranges. There are no positions in Salary Range 3 or 4.

### **Effective April 1, 2021**

The pay rates for all active Salaried, Hourly-paid, Casuals and Supplementary employees will be increased by one percent (1%) based on regular hours work in the previous 12 months (April 1, 2020 to March 31, 2021). Pay ranges will be increased by one (1%).

An additional one percent (1%) lump sum payment will be paid to all active salaried employees, whose hourly rate is above the maximum hourly rate for their pay level and is at the long service maximum hourly rate of their pay level. The lump sum payment will be paid based on the employee's regular hours of work in the previous 12 months (April 1, 2019 to March 31, 2020).

- The employer will allocate twenty percent (20%) of the Service Charge as gratuities to mutually agreed upon positions per the memorandum of agreement.
- Stand by pay will increase from \$3.00 to \$3.50 as per Article 20.
- Shift differential will increase from \$1.00 to \$1.50 per hour as per Article 19.
- A Health Spending Account of \$200 for each salaried employee with a contract of 5 months or greater, as per memorandum of agreement.

Under no circumstance will an individual's hourly rate fall below minimum wage, but pay will continue to be subject to the Maximum/Long Service rate of the position's pay range. There are no positions in Salary Range 3 or 4.

### **Limited Application of Lump Sum and Pay Increases for April 1, 2020, April 1, 2021**

Salaried Employees paid above maximum shall receive a lump sum payment equivalent to the difference between the increase in their annual rate of pay and the applicable percentage increase multiplied by their annual rate of pay for regular hours of work.

Hourly-Paid employees paid above maximum shall receive a lump sum payment equivalent to the annual difference between the actual increase in their hourly rate of pay and the applicable percentage increase multiplied by their regular rate of pay for the actual regular hours they worked in the previous calendar year.

## Salary Schedule A

### Salary Range

April 1, 2019

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Level	Points	Probation	Base	Max
5	326-350	12.06	15.00	16.15
6	351-375	12.43	15.00	16.74
7	376-400	12.63	15.00	17.36
8	401-425	13.16	15.00	18.08
9	426-450	13.69	15.00	18.79
10	451-475	14.19	15.25	19.5
11	476-500	14.76	15.87	20.65
12	501-525	15.28	16.44	21.37
13	526-550	15.88	17.07	22.2
14	551-575	16.4	17.62	22.9
15	576-600	16.98	18.26	23.73
16	601-625	17.44	18.74	24.36
17	626-650	17.97	19.32	25.02
18	651-675	18.17	20.19	25.83
19	676-700	18.35	20.38	26.5
20	701-725	18.82	20.91	27.17
21	726-750	19.85	22.05	29.38
22	751-775	20.89	23.23	30.92
23	776-800	22.04	24.5	32.63
24	801-825	23.11	25.67	34.21
25	826-850	24.11	26.79	35.69
26	851-875	25.19	27.98	37.28
27	876-900	26.2	29.12	38.79
28	901-925	27.26	30.28	40.34
29	926-950	28.34	31.5	41.95
30	951-975	29.52	32.8	43.68

The hourly rate shall be calculated based on the following formulae:

- a) 40 hour work weeks – Hourly rate multiplied by 2080 equals the annual rate.  
The annual rate divided by 12 equals the monthly rate.
- b) 37.5 hour work weeks – Hourly rate multiplied by 1950 equals the annual rate. The annual rate divided by 12 equals the monthly rate.
- c) 35 hour work weeks – Hourly rate multiplied by 1820 equals the annual rate.  
The annual rate divided by 12 equals the monthly rate.

## Salary Schedule B

### Salary Range

April 1, 2020

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Level	Points	Probation	Base	Max
5	326-350	12.06	15.00	16.15
6	351-375	12.43	15.00	16.74
7	376-400	12.63	15.00	17.36
8	401-425	13.16	15.00	18.08
9	426-450	13.69	15.00	18.79
10	451-475	14.19	15.25	19.5
11	476-500	14.76	15.87	20.65
12	501-525	15.28	16.44	21.37
13	526-550	15.88	17.07	22.2
14	551-575	16.4	17.62	22.9
15	576-600	16.98	18.26	23.73
16	601-625	17.44	18.74	24.36
17	626-650	17.97	19.32	25.02
18	651-675	18.17	20.19	25.83
19	676-700	18.35	20.38	26.5
20	701-725	18.82	20.91	27.17
21	726-750	19.85	22.05	29.38
22	751-775	20.89	23.23	30.92
23	776-800	22.04	24.5	32.63
24	801-825	23.11	25.67	34.21
25	826-850	24.11	26.79	35.69
26	851-875	25.19	27.98	37.28
27	876-900	26.2	29.12	38.79
28	901-925	27.26	30.28	40.34
29	926-950	28.34	31.5	41.95
30	951-975	29.52	32.8	43.68

### Rate Change 0% increase in all ranges

The hourly rate shall be calculated based on the following formulae:

a) 40 hour work weeks – Hourly rate multiplied by 2080 equals the annual rate.

The annual rate divided by 12 equals the monthly rate.

b) 37.5 hour work weeks – Hourly rate multiplied by 1950 equals the annual rate. The annual rate divided by 12 equals the monthly rate.

c) 35 hour work weeks – Hourly rate multiplied by 1820 equals the annual rate.

The annual rate divided by 12 equals the monthly rate.

## Salary Schedule C

### Salary Range

April 1, 2021

Level	Points	Probation	Base	Max
5	326-350	12.18	15.15	16.31
6	351-375	12.55	15.15	16.91
7	376-400	12.76	15.15	17.53
8	401-425	13.29	15.15	18.26
9	426-450	13.83	15.15	18.98
10	451-475	14.33	15.40	19.70
11	476-500	14.91	16.03	20.86
12	501-525	15.43	16.60	21.58
13	526-550	16.04	17.24	22.42
14	551-575	16.56	17.80	23.13
15	576-600	17.15	18.44	23.97
16	601-625	17.61	18.93	24.60
17	626-650	18.15	19.51	25.27
18	651-675	18.35	20.39	26.09
19	676-700	18.53	20.58	26.77
20	701-725	19.01	21.12	27.44
21	726-750	20.05	22.27	29.67
22	751-775	21.10	23.46	31.23
23	776-800	22.26	24.75	32.96
24	801-825	23.34	25.93	34.55
25	826-850	24.35	27.06	36.05
26	851-875	25.44	28.26	37.65
27	876-900	26.46	29.41	39.18
28	901-925	27.53	30.58	40.74
29	926-950	28.62	31.82	42.37
30	951-975	29.82	33.13	44.12

### **Rate Change 1% increase in all ranges**

The hourly rate shall be calculated based on the following formulae:

- a) 40 hour work weeks – Hourly rate multiplied by 2080 equals the annual rate.  
The annual rate divided by 12 equals the monthly rate.
- b) 37.5 hour work weeks – Hourly rate multiplied by 1950 equals the annual rate. The annual rate divided by 12 equals the monthly rate.
- c) 35 hour work weeks – Hourly rate multiplied by 1820 equals the annual rate.  
The annual rate divided by 12 equals the monthly rate.

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