CUPE LOCAL 4318

Tentative Agreement Ratification Highlights

CUPE Local 4318 and the Banff Centre have reached a tentative three-year Collective Agreement covering **April 1, 2026, to March 31, 2029**. The Bargaining Committee **recommends** acceptance of the tentative agreement.

This document summarizes the key negotiated changes to help members understand what they are voting on. It is a **Highlights document only** and does not replace the full tentative agreement**. In the event of any discrepancy or inconsistency between this document and the Memorandum of Agreement, the Memorandum of Agreement shall prevail.** Members are encouraged to review the full agreement for complete language, eligibility requirements, and the application of individual provisions.

Land Acknowledgement Added

With respect and gratitude, we acknowledge our home on the side of Sacred Buffalo Guardian Mountain. We acknowledge the Treaty 7 territory of the Stoney Nakada - comprised of the Bearspaw, Chiniki, and Goodstoney First Nations - as well as the Tsuut'ina First Nation and the Blackfoot Confederacy comprised of the Siksika, Piikani, Kainai, and the Shuswap Nations, the Ktunaxa Nations, and the Otipemisiwak Metis Government, Rocky View District 4. We acknowledge all Nations who live, work, and play here, help us steward this land, and honour and celebrate this place.

Wages & Compensation

General Wage Increases

The tentative agreement provides all **Salaried, Hourly-paid, and Casuals employees** general wage **increases** in each year of the agreement:

- **April 1, 2026: 2.5%**
- **April 1, 2027: 2.5%**
- **April 1, 2028: 2.5%**

The three 2.5% annual increases compound to approximately 7.69% over the three-year term.

For eligible **non-tip/non-gratuity Salaried positions**, the negotiated increase in **each of the three years of the agreement** is subject to a **minimum increase equivalent to $1.00 per hour**, up to the maximum of the applicable pay range.

As a result, the cumulative negotiated wage increase for some eligible employees **will compound to be greater than 7.69%**, depending on their rate of pay and position within the applicable salary range.

In each year, the applicable **Support Staff Salary Schedule increases by 2.5%**, including the **Probation, Base, Maximum, and Long Service rates**.

Normal salary progression, where applicable, continues separately from the negotiated general wage increases.

Because individual outcomes vary, members who would like help understanding how the wage provisions may apply to them may speak with a member of the Bargaining Committee.

> Employees covered by the new **Physical Facilities market-supplement structure** are compensated under that separate structure and should also review the **Physical Facilities — Market Supplements** on **page 9.**

Above Maximum / Long Service

Where an eligible employee cannot receive the full applicable wage increase through their regular rate because of their position relative to the applicable **Maximum or Long Service rate**, the agreement provides for a **lump-sum payment for the applicable difference**.

The calculation is different for **Salaried** and **Hourly-paid** employees.

Members who may be affected should review the full monetary agreement or speak with a Bargaining Committee member for information about how this provision applies to their circumstances.

Shift Differential

Effective **April 1, 2026**, the Shift Differential increases:

Current: $1.50 per hour	**New: $2.50 per hour**

The differential continues to apply to eligible regular-rate hours worked between midnight and 6:00 a.m.

Standby Pay & Standby Rules

Effective **April 1, 2026**, Standby Pay increases:

Current: $3.50 per hour	**New: $4.00 per hour**

The tentative agreement also establishes clearer rules for employees assigned standby duties:

- An approved **home base** may be the employee's residence or another location approved in advance by the Employer and may be as far away as **Calgary.**
- The existing fixed 30-minute requirement to arrive on campus is removed. Employees must acknowledge a standby call immediately, or as soon as reasonably possible, begin addressing the matter without delay, and, where campus attendance is required, leave their approved home base as soon as reasonably possible and provide an estimated arrival time.
- Work that can reasonably be resolved remotely is paid at the employee's regular rate in increments of **not less than 15 minutes**.
- Where attendance on campus is required, the regular **Call Out** provisions apply.
- Employees cannot be required to fulfil a consecutive on-call period longer than **two weeks**.

Benefits

Expanded Health Benefit Coverage

Subject to the benefit plan rules and applicable 2026 renewal date, the following coverage increases are negotiated:

Glasses and contact lenses	**Current:** $400	**New: $600**
Eye examinations	**Current:** $65	**New: $100**
Psychological benefits	**Current:** $500	**New: $1500**

New One Time Health Spending Account for Qualifying Hourly Employees

> Qualifying **Hourly employees with a contract greater than five months** will receive a **one-time $200 Health Spending Account contribution in 2026**.

Salaried Health Spending Account

The existing Health Spending Account for eligible **Salaried employees** is renewed.

Paid Time Off & Vacation

New Paid Personal Day

> Effective **April 1, 2027**, eligible employees may request **one paid Personal Day per entitlement year** for personal responsibilities that cannot reasonably be addressed outside scheduled working hours and are not otherwise covered by the Collective Agreement.

Key conditions include:

- the day becomes available after **six months of employment**;
- it may be taken as a full or half day;
- it is subject to Employer approval and operational requirements;
- requests must be made with as much advance notice as reasonably practicable; and
- unused Personal Days cannot be carried forward or paid out.

The Personal Day counts toward the existing **11-working-day aggregate maximum under Article 33**.

Improved Vacation Planning & Flexibility

The tentative agreement adds several changes to vacation scheduling and administration:

- Employees with **five years of service or less** must be provided **two weeks** of their annual vacation in **one uninterrupted period.**
- Employees with **more than five years of service** must be provided **three weeks** in one **uninterrupted period**.
- An employee may instead request that vacation be divided into two or more periods, with each period being at least one-half day.
- Vacation requests are not to be unreasonably denied, subject to operational requirements.
- Where outstanding vacation must be scheduled after the entitlement year, the Employer will work with the employee to create the vacation schedule.
- Up to **one week of unused vacation may be carried forward** into the next employment year.
- For **vacation requests** submitted more than **six weeks in advance**, the Employer will endeavour to provide a preliminary response within **10 business days**, with **final approval confirmed 30 days** before the leave begins, subject to operational requirements.
- Vacation entitlement for certain partial periods will be **prorated based on time worked**, replacing the previous all-or-nothing threshold.

Family, Bereavement & Other Leaves

Broader Definition of Family

The tentative agreement substantially expands who is recognized as a **family member** for applicable leave provisions.

The **new definition includes a wider range of relationships**, including step and foster relationships, extended family, family members of a spouse, common-law partner, or adult interdependent partner, and **a person the employee is not related to but considers to be like a close relative**.

This broader definition applies to relevant family, bereavement, compassionate-care, and related leave provisions.

Family Illness, Bereavement & Funeral Leave

Several paid-leave provisions are changed:

- **Family Illness Leave:** two paid workdays are available for applicable family illness, removing the previous Bow Corridor distinction. Separate travel time remains available where long-distance travel is involved.
- **Bereavement Leave:** increases from three to **four paid workdays**.
- The expanded family definition applies to the revised **Bereavement Leave** provision
- The previous requirement that an employee **attend the funeral** to qualify for **Bereavement Leave** is removed.

- **Funeral Leave:** increases from ½ day to **one full paid workday**.
- The separate **Funeral Leave** provision provides **one full paid workday** to attend the funeral of someone who does **not** fall within the Bereavement definition, replacing the previous one-half day.

Immigration Leave

The existing one paid workday for a formal citizenship hearing is expanded to include applicable formal hearings required by **Immigration, Refugees and Citizenship Canada (IRCC)** in connection with Canadian citizenship or immigration permit requirements.

Two weeks' notice may be required.

Unpaid Personal Leave

Several restrictions and procedures around unpaid Personal Leave are changed:

- The existing requirement that the employee demonstrate **"good and sufficient cause"** is removed.
- For requests submitted more than six weeks in advance, the Employer will endeavour to provide a preliminary response within 10 business days, with final approval 30 days before the leave begins.
- The Employer may, at its discretion, approve **unpaid leave for short-term employment with another reputable organization** where the opportunity supports the employee's professional or personal development and does not create a conflict of interest, operational disruption, or risk to the Employer.

Unpaid Personal Leave remains subject to the approval process and operational requirements in the agreement.

Maternity Leave & Pregnancy Loss

The maternity-leave language is updated, including a **16-week maternity-leave reference**, while the Employer maternity top-up remains specified for 15 weeks.

The agreement also adds express language addressing pregnancy ending other than in a live birth. Where the pregnancy ends within the period specified in the agreement before the estimated due date, the employee remains entitled to maternity leave. Where the employee is not eligible for maternity benefits through Employment Insurance, the agreement also provides bereavement leave for the loss of a child in accordance with Article 33.

Workplace Rights & Working Conditions

Averaging Agreements

The rules for Hours of Work Averaging Agreements are revised:

- an averaging agreement must be a **written agreement involving the employee or group of employees, the Union, and the Employer**;
- the maximum averaging cycle is reduced from **12 weeks to two weeks**; and
- if the Employer requires employees to return to regular hours, 30 days' advance written notice must be provided to the affected employee(s) and the Union.

The separate employee-driven Flexible Averaging Agreement remains available under the Collective Agreement.

Calling In Sick / Reporting an Absence

For employees who are not sole workers on a shift, absence reporting becomes more flexible.

An absence may be reported by:

- **telephone, voicemail, in person, or another method agreed between the manager and their team.**

The employee must still have direct communication with their supervisor during their scheduled shift regarding the nature of the absence.

The previous requirement that an employee "satisfy" the supervisor that an absence was for proper and legitimate grounds is replaced with language allowing the employee to be required to provide **reasonable grounds** for the absence.

Overtime & CTO

The agreement clarifies overtime authorization:

- Employees normally require pre-approval before working overtime.
- If the manager is unavailable and approval cannot reasonably be obtained, the employee must notify the manager as soon as practicable and explain why the overtime was worked.
- In those circumstances, the Employer will **not unreasonably deny compensation at the applicable overtime rate**.

Residual overtime balances continue to be cleared after March 31, but the payout is updated to occur in the **pay period immediately following March 31** rather than being tied to an April 15 paycheque.

The existing exception for approved compensating time off scheduled in the following three months continues.

Public Holiday Pay for Hourly & Casual Employees

A reconciliation process is added to the public-holiday calculation for Hourly and Casual employees.

Payroll may initially calculate the average daily wage using the 28-day leading up to the **pay period end date prior to the** general holiday. A reconciliation will then use the actual 28 days leading up to the general holiday, with any additional amount owed to the employee paid on the following paycheque.

Job Vacancies & Job Descriptions

Before posting a vacant bargaining-unit position, the **Employer must review the job description to account for operational changes** that may have affected the duties and responsibilities of the position.

The existing requirement to interview internal candidates who possess the posted qualifications remains in place.

Probation Reviews

During probation, the Employer will **endeavour to complete a formal mid-probation review**.

The employee is to be advised whether they are meeting performance and conduct expectations and, where necessary, provided coaching or training to help meet those expectations.

Excessive Absenteeism Clause Removed

The existing clause stating that excessive sporadic or intermittent absenteeism could warrant Employer action, including termination, even before the employee had exhausted their Sick Leave entitlement is **deleted** from the tentative agreement.

Discipline, Representation & Personnel Files

Progressive Discipline

The tentative agreement adds a clearer progressive-discipline framework.

Where coaching and explanation for performance concerns have been unsuccessful, the Employer moves to progressive discipline, with stages consisting of:

- written reprimand;
- suspension without pay; and
- dismissal for just cause.

Where conduct is sufficiently serious — including examples such as harassment, discrimination, physical or sexual violence, verbal abuse, or theft — the Employer may proceed directly to discipline up to and including termination without earlier coaching or progressive steps.

Union Representation in Potentially Disciplinary Meetings

> An employee must be **offered Union representation** at any meeting where discipline is being considered or where the meeting may reasonably be expected to result in discipline.

The offer of Union representation is not required for coaching.

Personnel Files & Old Discipline

The tentative agreement changes several personnel-file provisions:

- Employees may view their personnel file **three times per year**, up from two, as well as in the event of a grievance.
- The agreement no longer describes placing a rebuttal to a negative report on the file as an alternative to the grievance process.
- Where 24 months of active service pass without further disciplinary action, a qualifying negative disciplinary report is **considered expunged**. The employee no longer has to request that it be purged.

Electronic Employer Notices

Formal Employer notices may be sent electronically to an employee's last-known email address.

Members should ensure that the Employer has their current contact information.

Accommodation, Health & Safety

Duty to Accommodate

The former brief article concerning life-threatening diseases is replaced with a more detailed **Duty to Accommodate** process.

The revised article focuses on the employee's **functional limitations, capabilities, and restrictions** and sets out responsibilities for both the employee and Employer during the accommodation process.

Possible accommodations may include changes to work schedules, duties, or the physical work environment.

The agreement also states that the Employer will not require disclosure of a medical diagnosis unless the diagnosis is **reasonably necessary to support the accommodation process**.

Health & Safety

Union participation in the Joint Health and Safety Committee is strengthened:

- two worker-designated seats **will** be allocated to Union employees;
- those Union representatives are elected or appointed by the Union; and
- representatives suffer no loss of regular earnings for performing Committee work or attending Committee meetings.

Where operationally feasible, the Employer will also provide employees with **time off with pay** to attend Banff Centre in-house safety training programs.

Grievances & Union Rights

Grievance & Arbitration Procedure

The grievance procedure is revised to give more time for filing and to formalize Union involvement.

Key changes include:

- the Step 1 filing period increases from **five to 10 working days**;
- the Union files the written grievance on behalf of the employee;
- grievances involving suspension or dismissal proceed directly to **Step 2**;
- supervisors have a defined response period following an informal discussion;
- grievance responses are copied to the Union;
- Step 1 and Step 2 include required meetings under the revised process;
- policy-grievance filing timelines increase from seven to **10 working days**; and
- arbitration moves to a **sole arbitrator**, with the parties sharing the cost of the arbitrator.

Union Leave, Training & New Members

The agreement also makes several changes to Union participation:

- The previous five-person cap for employees attending Union meetings, conferences, or training under the applicable Union leave provision is removed.
- The normal 10-workday maximum can be exceeded where the Union and Employer agree.
- Payroll and reimbursement arrangements for this Union leave are clarified.
- The Employer will provide the Union with information about employees recently hired into the bargaining unit at intervals determined to be reasonable between the parties, allowing the Local to contact and represent new members sooner.
- The agreement expressly states that bargaining-unit employees are required to join the Union and keep their membership active.

Changes for Specific Employee Groups

Physical Facilities — Market Supplements

New market-supplement rates are established for specified Physical Facilities classifications:

- Journeyperson Refrigeration Mechanic
- Journeyperson Carpenter
- Journeyperson Electrician
- Journeyperson Plumber
- Journeyperson Painter
- Journeyperson Locksmith
- Boiler and Heating Technician

> **Year 1 rate:** $47.44 per hour **Long Service rate:** $53.36 per hour

Separate market rates are also established for:

- **Fifth Class Engineer, Operator B:**

> $29.00 per hour in Year 1

- **Lead Hand Maintenance:**

> $50.00 per hour in Year 1

Employees receiving these market-supplement rates **are not eligible for general economic increases** applicable to the general wage structure.

Employees covered by the market-supplement structure **remain eligible** for **salary progression under the applicable market-rate provisions, including up to three progressions during the term of the agreement**.

Casual Employees

The tentative agreement includes several changes specifically affecting Casual employees:

- The Casual definition and normal-hours limit are revised to **24 hours or less in a pay period**, subject to the existing exceptions for temporary replacement coverage and approved major-event requirements.
- Casual employees gain the protections of **Article 15.04 — Work Schedules**.
- Casual employees gain the protections of **Article 21 — Lack of Work**. Where Article 21 applies and an employee reports for work without having been notified that there is no work, the existing minimum-pay provisions may apply.
- At the employee's request, the Employer will issue a Record of Employment to allow a Casual employee to apply for applicable maternity, adoption, or parental benefits.

Employees Working in a Second or Different Position

The separate **Supplementary Employee** category is **removed from the agreement**.

Previously, an existing Salaried or Hourly employee who performed work in a different position was placed into the Supplementary category and subject to the same broad exclusions as Casual employees.

Removing the Supplementary Employee restrictions allows these employees to build service and access benefits and other Collective Agreement rights that were **previously unavailable to them.**

Returning Seasonal / Recurring Employees

Employees who return to the **same position each year** will have their service recognized on a **prorated basis for pay purposes**, provided they were hired within the previous 12-month period.

Unconventional Workers

Article 23 — **Workers' Compensation** is removed from the list of provisions excluded from Unconventional Workers.

This means the contractual Workers' Compensation provisions in Article 23 will apply to Unconventional Workers.

Tip & Gratuity Employees

The Tip and Gratuity MOA is amended in several areas:

- The definition of a **Tip** is expanded to include an auto-tip.
- Tip and gratuity payments are aligned with each pay period.
- The existing exclusion from the **Pay Administration Job Evaluation process** is removed.
- Employees continue to have five prorated sick days per year, with **up to two days expressly available for mental-health reasons**.
- A separate **Small Outlets** pooling arrangement is established for MacLab, Le Café, Wine Bar, and Club 33.
- Banquet tip and gratuity distribution rules are revised, including a new weighting for Banquet Server hours in the gratuity allocation.

- Movement of Tip/Gratuity employees is limited to the same service area — **Banquets or Small Outlets** — into which the employee was hired, subject to operational needs and business demands.

Local 4318 Elected or Appointed Union Leave

The Union Representative MOA is substantially revised for members who take qualifying elected or appointed positions with CUPE Local 4318.

Changes include:

- up to **three employees** may be on this type of Local Union leave;
- the leave may coincide with the employee's elected or appointed term rather than being subject to the former general 24-month limit;
- salary, pension, and benefit treatment is maintained through the Employer, with the cost invoiced to the Union;
- employees accumulate **service** while on qualifying Local 4318 leave; and
- more detailed backfill, return-to-work, comparable-position, and job-security provisions are established.

These provisions apply specifically to qualifying elected or appointed Local 4318 positions.

Additional Agreement Changes

Departmental Five-Day and Seven-Day Operations

Appendix A is updated to reflect the Banff Centre's current organizational and departmental structure.

The five-day and seven-day designations are relevant because a number of scheduling and public-holiday provisions depend on the type of operation in which an employee works.

Review the Full Tentative Agreement

These Highlights summarize the main negotiated changes but do not contain every clause, condition, definition, eligibility requirement, or amendment.

Members are encouraged to review the **full tentative Collective Agreement** before voting and to bring questions to the ratification information sessions or contact CUPE Local 4318 Bargaining Committee for clarification.