MEMORANDUM OF AGREEMENT OVERVIEW

BETWEEN

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

AND

The Banff Centre
(The Employer)

DRAFT

NOTE:

The following represents all agreed articles negotiated between the parties. Any articles not named within this overview will remain unchanged from the CUPE Local 4318 and Banff Centre Collective Agreement of

April 1, 2025 - March 31, 2026.

- New Language is shown in **bold** type.
- Language to be deleted or amended is shown with a ~~line striking through~~ the applicable text.
- Comments are shown in *italic* type.
- Numbering and formatting will be updated in the final draft of the Collective Agreement, should this MOA be approved by the membership.

LAND ACKNOWLEDGEMENT

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.

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

A) 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~~ **annual** salary, **administered semi-monthly or bi-weekly,** whichever is applicable

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

B) Every employee must join the Union and keep their membership active.

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~~ **an annual salary, which is distributed over the year in equal installments based on the pay period in effect at the time, whether semi-monthly or bi-weekly**. 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.

1.01.3 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,~~ **is twenty-four (24) hours or less in a pay period,** 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 work week 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)~~ **twenty-four (24) hours** in a **pay** ~~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)~~ **twenty-four (24)** hour limitation to be extended.

~~1.01.1 Supplementary: Supplementary employees are existing salaried or hourly employees who perform work in a different position(s) from their existing position.~~

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 12.00 - Service
d) Article 13.00 – Long-Term Lay-Off
e) Article 15.00 – Hours of Work
~~f) Article 15.04 – Work Schedules~~
g) Article 18.00 – Call Out
~~h) Article 21.00 – Lack of Work~~
i) Article 22.00 – Long Service Increase
j) Article 24.00 – Health Benefits - Salaried & Hourly-Paid Employees
k) Article 27.03 – Supplementary Long Service Vacation
l) Article 31.00 – ~~Casual~~ Sick Leave
m) Article 31.03**2** – ~~General Sick Leave~~ **Short Term Disability**
n) Article 32.00 – Maternity Leave *****
o) Article 32.01 – Adoption Leave *****
p) Article 32.02 – ~~Paternity~~ **Parental** Leave *****
q) Article 33.00 – Leave With Pay
r) Memorandum of Agreement – Pay Administration

*** At the request of the employee, the employer shall issue a Record of Employment for the purpose of enabling the employee to apply for maternity leave, adoption leave, or parental leave.**

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~~ **Acting Incumbency**
c) **Article 12.00 - Service**
d) Article 15.00 – ~~Entire Article~~ **Hours of Work**
e) Article 16.00 – Employment Status
f) Article 17.00 – ~~Entire Article~~ **Time Reporting**
g) Article 19.00 – Shift Differential
h) Article 20.00 – Standby Pay
~~i)Article 23.00 – Workers' Compensation~~
j) Article 25.00 – Past Service – Long Service Bridging
k) Article 26.00 – ~~Entire Article~~ **Recognized Paid Public Holidays**
l) Article 27.00 – ~~Entire Article~~ **Annual Vacation**
m) Article 31.00 – ~~Entire Article~~ **Sick Leave**
n) Article 32.00 – ~~Entire Article~~ **Maternity Leave**
o) Article 33.00 – Leave with Pay
p) Article 34.00 – Leave of Absence without Pay
q) Memorandum of Agreement – Pay Administration
r) Salary Schedule and General Salary Increase Provision

3.00 - ~~BARGAINING UNIT~~ **UNION RECOGNITION**

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 **Alberta Labour Relations** Certificate **#4-2000** ~~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 **Alberta** 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.~~

(The above language was moved to a new article)

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.

3.02 DUES

a) All members of the Union are required to pay membership dues, the amount of which shall be determined by the Union.

b) ~~The Employer agrees to remit such dues deducted from the pay cheques of the members to the Union no later than the 15th calendar day of the month following the month in which the deduction was made.~~ **The Employer will remit union dues deducted in the available format from members' pay to the CUPE National Office, copying the CUPE 4318 Treasurer, following payroll processing. Currely, deductions are calculated semi-monthly and remitted by the 15th of the following month. With the transition to a bi-weekly pay period, deductions and timing will be adjusted accordingly, and dues will be remitted no later than the final day of the month following the deductions.**

c) The Employer shall provide the Union with a complete monthly list of those employees including full name, job title, department, employee type, commencement date, years of service, hourly rate of pay, health benefit participation**, total earnings for normal wages** and pension participation and amount of dues deducted.

d) Information concerning an employee's personal contact information: mailing address, telephone, cell phone numbers and personal email shall be provided to the Union, as part of the monthly lists. Both parties will keep personal contact information up to date as best as possible as they receive updated information.

e) The Monthly list will be electronic (on an agreed-upon file format).

f) 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 require a thirty (30) calendar day notice period.

3.03 NEW EMPLOYEES / COPIES OF THE AGREEMENT

a) 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.

b) 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.

c) 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

3.04.02

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) workdays **unless otherwise agreed between the Union and the Employer**. 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~~ **attending** Union **meetings, conference or training sessions on Union leave as outlined in Article 3.04.02, above, shall be deemed to be on a leave of absence without pay; however, the Employer shall continue to pay the employee's wages as though the employee were not on an unpaid leave of absence. The Employer shall invoice the Union for the employee's wages, and the Union shall reimburse the Employer for such wages and benefits.** ~~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

a) 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.

b) 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 **and CEO of the Banff Centre** for further consideration. The decision of the President **and CEO of the Banff Centre** is final and binding.

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

6.00 JOB POSTINGS

a) 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 **(5)** working days on the Employer's **electronic** 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.

b) 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.

c) 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.

d) 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.

e) 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.

f) Upon a position becoming vacant, the Employer shall review the job description, having regard to any operational changes that may affect the duties and responsibilities of the position, prior to posting.

g) Following the Employee's start date, the Employer shall provide a list of employees recently hired into the bargaining unit, as such intervals as determined reasonable between the Parties.

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 **to the probationary period** shall be communicated to the employee no later than five (5) workdays 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 **employer will endeavour to complete a formal mid-probation review. The** employee shall be advised as to whether they are meeting the performance and conduct expectations of their ~~supervisor~~ **position and where necessary be provided coaching or training to meet such expectations.**

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.

8.00 VIEWING FILE

a) Employees may schedule an appointment to view their personnel file ~~twice~~ **three (3) times** in every year and in the event of a grievance. This file may be viewed in the offices of the Human Resources Department.

b) 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

a) 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~~ **An** employee is entitled to place a rebuttal to any negative report which is placed on their file.

~~b)~~ An employee, who has been disciplined by means of a negative report on their file, will not have the discipline used against them when **twenty-four (**24**)** months of active 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~~ **such negative reports will be considered expunged**.

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 Where coaching and explanations for performance have been unsuccessful, the Employer will move to Progressive Discipline. The Progressive Discipline stages are written reprimand, a suspension without pay, or a dismissal applied to an employee for just cause.

10.02 Notwithstanding the foregoing, should the conduct be of a serious nature, such as but limited to harassment, discrimination, or physical or sexual violence, verbal abuse or theft, the Employer may proceed directly to discipline up to and including termination without prior coaching, explanation or disciplinary measures.

10.03 An employee will be offered Union representation at any meeting where the imposition of discipline is being considered or may reasonably be expected to result. Offer of union representation is not required for coaching.

10.04 Any notices by the Employer may be electronically communicated to the employee's last known email address and should the employee not have an email address and they live in staff housing, the notice may be hand delivered.

10.05 ~~10.~~01 GENERAL RE: NOTICES

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

Any **electronic or** written notice by the employee must be addressed to:

Vice President, Talent Management and Culture
The Banff Centre
Box 1020, Station 19
Banff, Alberta T1L 1H5

~~10.06 The Union will be provided an electronic notice of all policy changes.~~

12.00 SERVICE

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 **in writing** 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 **shall not accrue service with the employer**. 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.

12.04 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.

15.05 WORK WEEK DEFINITIONS

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 workdays. 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 **a written agreement** between an individual or group of employees**, the Union** and the employer. The ~~schedule must show all the work weeks that make up the~~ cycle ~~which~~ can vary between one (1) **and two (2)** ~~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 **to the employee(s) and the Union**.

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 **thirty** (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.

15.07 REPORTING OF ABSENCES

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

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

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

   i) reported by telephone, **voicemail,** ~~or~~ in person, **or other method agreed between the manager and their team** 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

   ii) the employee shall have direct communication with their supervisor **during their scheduled shift time to understand the nature of their absence** ~~no later than one (1) hour from when the supervisor's shift commenced~~.

c) On those occasions when an employee is not able to attend work as scheduled, the employee ~~shall~~ **may** be required to **provide reasonable grounds for their absence** ~~satisfy the supervisor that the absence was indeed for proper and legitimate grounds~~.

17.00 TIME REPORTING

17.04 OVERTIME PAYMENT

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

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

17.05 OVERTIME ASSIGNMENT

The Employer shall determine when overtime is necessary and for what period of time it is required. **Employees must obtain pre-approval before working overtime. Where the employee's manager is unavailable and pre-approval cannot reasonably be obtained, the employee must notify the manager as soon as practicable and provide the reason for the overtime worked. In such circumstances, the Employer will not unreasonably deny compensation at the applicable overtime rate.**

19.00 SHIFT DIFFERENTIAL

Salaried and Hourly-Paid employees who are on shift shall be eligible for a shift premium of ~~$1.50~~ **two dollars and fifty cents ($2.50)** per hour for each hour worked at regular rates between 12 a.m. and 6 a.m.

20.00 STANDBY PAY

20.01 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.

20.02 An employee schedule for standby shall remain available and fit to perform the required duties and shall be reachable at the telephone number provided to the Employer. For the purposes of this Article, "home base" means the employee's residence or another location approved in advance by the Employer, which may be as far away as Calgary.

20.03 The individual fulfilling the standby duties is required to:

20.03.1 ~~a)~~ be immediately available by telephone (home or cellular) at all times during the prescribed periods.

20.03.2 ~~b) respond in person within 30 minutes of a call requiring their presence on campus.~~ **Upon receiving a standby call, the employee shall acknowledge the call immediately, or as soon as reasonably possible, and shall begin addressing the matter without delay. Where attendance on campus is required, the employee shall depart from their approved home base as soon as reasonably possible, proceed directly to the campus by a reasonably direct route, and advise the designated Employer representative of their estimated arrival time and any material delay.**

20.03.3 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.

20.03.4 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.

20.03.5 Where the matter can reasonably be addressed remotely or by telephone or telecommunications, the employee shall do so. Where the Employer determines that attendance on campus is required, the regular call out provisions shall apply.

20.03.6 Where the matter is resolved remotely and the employee is not required to attend on campus, the employee shall be compensated at their regular rate of pay in increments of not less than fifteen (15) minutes.

20.03.7 Employees scheduled by their supervisor to be on stand-by shall be paid **four dollars ($4.00)** ~~$3.50~~ per hour while on Stand-by.

20.03.8 An employee will not be required to fulfill a consecutive on-call period of more than two (2) weeks.

26.01 ELIGIBILITY FOR PAID PUBLIC HOLIDAYS

26.01.2 Hourly-Paid and Casual Employees

a) An employee on an unauthorized absence from work on a regularly scheduled workday 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 **pay period end date prior to the** general holiday. Overtime is not included in average daily wage calculation. **A reconciliation will occur in the pay period following the general holiday for the twenty-eight (28) day period leading up to the general holiday, and any amount owing to the employee will be process on the following pay cheque.**

27.00 ANNUAL VACATION

a) 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.

b) Vacation entitlement for part months of service shall be the same as for a full month except that **if the employee worked less than five (5) days in the pay period, the entitlement** ~~no entitlement~~ shall be ~~provided unless the employee was employed for 11 working days or more within the part month~~ **prorated based on time worked within the pay period**.

c) **The Employer must give the employee two (2) weeks of their annual vacation in one unbroken period if the employee's length of service is five (5) years of less and three (3) weeks of their annual vacation in one unbroken period of the employee's length of service is greater than five (5) years. Vacation will be provided no later than twelve (12) months after the employee becomes entitled to it. If an employee requests in writing, the employer may provide the vacation in two or more periods, so long as each vacation period is at least one-half day long.**

d) (formerly c))
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.

e) 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 unreasonably 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. **The Employer shall work with the Employee to create a vacation schedule with the Employee.**

f) **Unused vacation may be carried forward into the next employment year to a maximum of one (1) week.**

g) **Where a vacation leave request is submitted more than six (6) weeks in advance, the Employer will endeavour to provide a preliminary response withing ten (10) business days of receipt based on known operational requirements. However, final approval will be confirmed thirty (30) days prior to the commencement of the leave, and remains subject to operational requirements.**

27.01 VACATION ENTITLEMENT

27.01.1 Salaried Full-Time Employees

~~a. Less than 1 year: 4% holiday pay.~~
~~b. In the first 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.~~

Years of Service	**Vacation granted to employees who have completed the applicable years of Service**
0 to 1 year	**Two (2) Weeks (10 working days)**
2 to 5 years	**Three (3) Weeks (15 working days)**
6 to 11 years	**Four (4) Weeks (20 working days)**
12 to 19 years	**Five (5) Weeks (25 working days)**
20+ years	**Six (6) Weeks (30 working days**

27.01 VACATION ENTITLEMENT *(continued)*

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.~~

~~27.04 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.~~

27.01 VACATION ENTITLEMENT *(continued)*

27.01.3 Hourly-Paid and Casual Employees Vacation Pay Entitlement

Years of service	Vacation pay rate
Hire date to 5 years	**4% of regular hours worked during the twelve (12) month period preceding the anniversary date of employment**
After 5 years	**6% of regular hours worked during the twelve (12) month period preceding the anniversary date of employment**

Casual employees with a break of three (3) months or more shall constitute a break in service.

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.~~

Employees shall receive pay in lieu of vacation entitlement on their final pay cheque as outlined in Article 27.01 for any vacation entitlement earned but not taken.

28.00 **HEALTH AND** 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.~~

Paragraph 2 of Article 28 moving in part to 28.01

28.01 Joint Health and Safety Committee

(Formerly 3.00 c))

The Joint 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~~ **will** be allocated to a maximum of two Union employees. Union employees will be **elected or** 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**s** of the member**s** and to advise the Employer when a change occurs. Representatives of the Union shall suffer no loss of regular earnings to **perform work of the Committee or** to attend meetings called by the Chairperson of the Health and Safety committee.

Where operationally feasible, the Employer agrees to provide time off with pay to employees who attend Banff Centre in-house safety training programs. Employees shall make written arrangements with their supervisors for the time off to attend this training.

30.00 ~~LIFE THREATENING DISEASES~~
DUTY TO ACCOMMODATE

The Employer and the Union are committed to assist employees with life-threatening diseases **and other illnesses or barriers that fall under protected grounds under the Alberta Human Rights Act. The legally protected grounds in Alberta include: race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation of that person or class of persons.**

a) Should an Employee require accommodation, the Employee will be required to provide a medical note or applicable supporting documentation outlining the employee's functional limitations and capabilities, restrictions relevant to the performance of the job duties and the expected duration of the limitation and/or prognosis for return to full duties.

b) The Employer shall not require disclosure of a medical diagnosis unless it is reasonably necessary to support the accommodation process.

c) The Employer may, where reasonably required, obtain additional information or clarification through a qualified third-party provider to assist in determining appropriate accommodation.

d) The Employee will provide timely and sufficient medical or applicable documentation to support the accommodation request, participate in the accommodation process in good faith, and cooperate with reasonable requests for clarification of medical information.

e) The Employer will take reasonable steps to provide accommodation to an employee based on availability of work and medical restrictions. Such steps may include but are not limited to making alterations to work schedules, duties, or physical environment.

f) A statement from the employee's medical professional may be

required prior to an employee's return to work, clearing the Employee to perform the functions of their position with or without restrictions and, if applicable, providing a prognosis for their return to full duties.

~~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.~~

32.00 MATERNITY LEAVE

a) 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.

b) During the ~~fifteen (15)~~ **sixteen (16)** week maternity leave period the Employer shall, upon submission of evidence of ~~her~~ **their** 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 **for a period of fifteen (15) weeks**. 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.

c) 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.

d) 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.

e) 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.

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

g) If pregnancy ends in other than a live birth within sixteen (16) weeks of the estimated due date, the employee is entitled to maternity leave but is not entitled to parental leave. If the employee is not eligible for maternity leave through Service Canada – Employment Insurance benefits, in recognition of the impact of loss, the employer will also grant the employee bereavement leave for loss of a child in accordance with Article 33.

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 gran ted 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 pro-rated 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 pro-rated 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~~ **two (2)** workday**s**: 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~~ **child** of the person ~~that~~ **who** is ill. Immediate family shall **be defined as outlined in Article 34.4.1.** ~~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 workdays: 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)~~ **(i)** and clause (xi) in this section: 2 workdays: travel time for illness within the immediate family or

for bereavement shall mean for travel where long distances are involved.

iv) disaster conditions: 2 workdays: 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 workday.

vii) attend formal hearing **required by Immigration, Refugees and Citizenship Canada (IRCC) as part of an application for Canadian citizenship or to meet immigration permit requirements** ~~to become a Canadian citizen~~: **one (**1**)** workday. Two week's notice may be required for leave.

viii) administration of an estate: 1 workday; 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: **one (**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~~ **four (4)** workdays; 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~~. **Immediate family shall be defined as outlined in Article 34.4.1.**

(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.

(xiii) **Effective April 1, 2027**
Personal Day: one (1) day. The Employer may approve up to one (1) paid personal leave day in each entitlement year for an employee to attend to personal responsibilities that cannot reasonably be addressed outside the employee's schedule working hours and are not covered by the provisions of this agreement.

a. An employee is not eligible to take a personal leave day during the first six (6) months of employment.
b. Requests for personal leave must be submitted with as much advance notice as reasonably practicable

and are subject to the Employer's approval and operational requirements.

c. Personal leave may be taken in full-day or half-day increments, subject to the Employer's approval.

d. Unused personal leave has no cash value, will not be paid out, and may not be carried forward into a subsequent entitlement year.

34.00 LEAVE OF ABSENCE WITHOUT PAY

34.01 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~~ **Talent Management and Culture or designate** 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.

34.02 There shall be no interruption in the employee's benefits for a leave of one calendar month or less.

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

34.04 ~~(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).~~

For the purposes of this article, "family member" shall be defined as:

a) **Spouse, adult interdependent partner or common-law partner**
b) **Children (and their partner/spouse)**
c) **Current or former foster children (and their partner/spouse)**
d) **Current or former wards**
e) **Parents, step-parents and/or current or former guardians (and their partner/spouse)**
f) **Current or former foster parents**
g) **Siblings, half-siblings (and their partner/spouse)**
h) **Grandchildren, step-grandchildren (and their partner/spouse)**
i) **Grandparents, step-grandparents**
j) **Aunts, uncles, step-aunts, step-uncles (and their partner/spouse)**
k) **A person the employee isn't related to but considers to be like a close relative, and**

l) **Family members of the employee's spouse, common-law or adult interdependent partner:**
   a. **Children (and their partner/spouse)**
   b. **Current or former wards**
   c. **Parents, step-parents, foster parents**
   d. **Sibling, half sibling, step-sibling**
   e. **Grandparents**
   f. **Grandchildren**
   g. **Aunts, uncles**
   h. **Nieces, nephews**

34.05 ~~(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.

34.06 ~~(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.

34.07 ~~(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.

34.08 ~~(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.

34.09 ~~(F)~~ Reservist Leave

After twelve (12) 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.

34.10 ~~(G)~~ Personal Leave

34.10.1 An employee may be entitled to leave of absence, once per year, without pay and without loss of seniority or previously accumulated service-related allowances and benefits, ~~when they request such leave for good and sufficient cause~~. Such written request shall be submitted to Human Resources no less than two (2) weeks prior to the requested commencement of leave~~, dependent upon operational requirements. However, requests made within the two (2) weeks notice period may be considered dependent upon operational requirements. The granting of leaves are subject to changes in the operational requirements.~~

34.10.1.1 Where a leave request is submitted more than six (6) weeks in advance, the Employer will endeavour to provide a preliminary response within ten (10) business days of receipt based on known operational requirements. However, final approval will be confirmed thirty (30) days prior to the commencement of the leave, and remains subject to operational requirements.

34.10.1.2 A written response to the request will be provided outlining the rational for the decision. There shall be no accumulation of service-related benefits and no access to disability benefits during leaves of absence which exceed ten (10) days. The Employer will also advise the employee whether they will be eligible for disability benefit.

34.10.2 ~~iii.~~ This article is not intended to facilitate work for other

employers. **Notwithstanding this, the Employer may, at its discretion, consider and approve unpaid leave requests for employees to engage in short-term employment with other reputable organizations where such opportunities support the employee's professional or personal development, provided there is no conflict of interest, operational disruption, or risk to the Employer.**

34.10.2.1 An employee granted an unpaid leave for the purpose of accepting employment with another employer shall be deemed to be on leave from the Employer for all purposes during the period of such leave.

34.10.2.2 Any injury, illness, disability, workers' compensation claim, or other employment-related claim arising out of in in the course of employment with another employer shall be the sole responsibility of the other employer and its insurer, including any workers' compensation board coverage applicable to that employment.

34.10.2.3 The employer shall not be liable for any wages, salary continuance, sick leave benefits, disability benefits, workers' compensation benefits, medical expenses, or other compensation arising from an injury or illness sustained while employed by the other employer during the leave of absence.

34.11 ~~iv. Under exceptional circumstances a~~**A**n additional leave of absence without pay may be considered subject to operational requirements.

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. **The supervisor will provide a verbal or written response within ten (10) working days of the discussion. If such discussion does not result in a satisfactory response, a grievance may be filed as outlined in Step 1.**

36.04 GRIEVANCE - STEP 1

a) Within ten (10) working days of:

i. **The action giving rise to the grievance**
ii. **The time that action should reasonably have been known to the grievor, or,**
iii. **The response from the supervisor to the grievor,**

the Union, on behalf of the ~~The~~ employee ~~is required to~~ **will** 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.

b) Grievances not submitted within ~~five (5) workdays of the action giving rise to the grievance or five (5) workdays from the time that the action should reasonably have been known to the grievor~~ **the timeline above** shall not be considered.

c) ~~By mutual agreement between the Employer and the Union, a~~ **A** grievance regarding the suspension or dismissal of an employee ~~may~~ **will** commence at Step 2 of the grievance procedure.

d) ~~At the request of either party~~ **Within ten (10) days of filing a grievance**, a meeting shall be held ~~at this Step. If a meeting is held,~~ e**E**ach 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) workdays 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) workdays of receipt of the written request for a meeting.~~

e) The supervisor shall provide a written response to the grievor**, copied to the Union,** within ten (10) workdays of ~~receipt of the written grievance or within ten (10) workdays of~~ the meeting ~~if one is held~~.

36.05 GRIEVANCE - STEP 2

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

36.06 GRIEVANCE - STEP 3

a) If the dispute is not resolved satisfactorily in Step 2, the initiator of the grievance (i.e., the Employer or the Union) may, within **(fifteen)** 15 workdays 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.

b) 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 parties will select a sole arbitrator**. ~~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.~~

c) ~~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 **parties are unable** ~~appointees fail~~ to agree upon **an arbitrator** ~~a Chairperson within the time limit~~, the appointment shall be made by the Director of Mediation Services upon the request of either party.

d) The ~~Grievance Arbitration Board~~ **Arbitrator** 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. **Each party will share equally the cost of the arbitrator.** ~~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.~~

e) The parties may by mutual agreement elect ~~Arbitration by a single Arbitrator~~ **to appoint nominees to an arbitration board** 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.~~

f) 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~~ **Arbitrator**.

g) 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

a) 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.

b) 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.

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

d) The ~~griever~~ **grievor** (employee, Union or the Employer) must initiate this policy grievance within ~~seven (7)~~ **ten (10)** working days of the act causing the grievance. The grievance shall be presented in writing and must contain:

i. a summary of the circumstances giving rise to the grievance;
ii. the provision(s) of the Agreement considered violated;
iii. the particulars of the remedy sought.

e) 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)~~ **fifteen (15)** workdays of the written grievance and the other party shall reply to the aggrieved party within ~~fourteen (14)~~

fifteen (15) workdays of the grievance meeting.

f) If the grievance is not satisfactorily resolved, the grievance shall be referred to Step 3 of the Grievance Procedure outlined above within ~~fourteen (14)~~ **fifteen (15)** workdays of the reply.

36.09 TIME LIMITS

a) 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.

b) 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.

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

36.10 WORKDAYS

For the purposes of **this Collective Agreement** ~~the Grievance Procedures~~, workdays are defined as **Monday to Friday, excluding weekends, statutory holidays and** days the Human Resources Department is **not** open ~~and~~ **or** operating.

37.00 STAFF TRAINING

37.02 APPRENTICE PAY

The Employer shall pay Apprentices the following percentages of the applicable Journey~~man~~**person** base rate which are in accordance with the Alberta Apprenticeship Act:

Apprentice Level	**1st**	**2nd**	**3rd**	**4th**
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

39.00 ~~PRACTICUM PARTICIPANTS~~ **PROFESSIONAL TRAINING PROGRAM**

a) Banff Centre and the Union agree that ~~practicum~~ **Professional Training Program** participants, while furthering their education, play an important role in Banff Centre programming.

b) 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 Banff Centre increase the use of ~~practicum~~ **Professional Training Program** participants as a direct result of eliminating bargaining unit positions.

c) Banff Centre shall advise the Union in the event that the ~~Practicum~~ **Professional Training** Program is renamed and the terms of this article shall remain in effect with respect to the renamed group.

42.00 TERM OF AGREEMENT

This Agreement shall commence on April 1, **2026** and shall remain in effect until March 31, **2029**, 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.

~~Memorandum of Agreement~~

~~Between~~

~~The Banff Centre~~
~~And~~
~~The Canadian Union of Public Employees Local 4318~~

~~Application: Covid Pandemic Layoff Previous Service Recognition~~

~~Whereas the COVID Pandemic caused large scale layoffs in March and June of 2020 to employees through no fault of their own.~~

~~Any employee brought back into either their pre-pandemic position or hired into a new position post the 12 month recall period, and up to 1 week post ratification.~~

~~May apply for recognition of previous employment as a salaried or hourly paid employee. Service 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 Articles 12.00, 22.00, and Article 27.01, Vacation Entitlement, Long Service Increase 27.03, Supplementary Long Service Vacation (Salaried Employees).~~

~~This provision shall apply only once to any employee.~~

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~~

- ~~Indigenous 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~~

FIVE (5) Day Operations
ADMISSIONS
ARTIST SUPPORT
CONTRACT SERVICES
DEVELOPMENT OFFICE
DIGITAL ARTS
FINANCIAL SERVICES
~~**LITERARY ARTS**~~
MARKETING AND COMMUNICATIONS
MOUNTAIN CULTURE
PARTICIPANT RESOURCES
PHYSICAL FACILITIES - Admin
WPG & COLLECTIONS
SEVEN (7) DAY OPERATIONS
ARTS PROG OPERATIONS
~~**BOX OFFICE**~~ **AUDIENCE SERVICES**
CONFERENCES
FOOD & BEVERAGE
FOOD & BEVERAGE - PROGRAM SERVICES
HR HOUSING
INFO-TECH-SERVICES
KITCHEN
LIBRARY AND ARCHIVES
LEADERSHIP
PHYSICAL FACILITES – Non-Admin.
PRODUCTION - PERFORMING ARTS
ROOMS DIVISION
SALLY BORDEN RECREATIONAL FACILITY
SECURITY

Memorandum of Agreement

Between

The Banff Centre
And
The Canadian Union of Public Employees Local 4318

Subject: Gratuity (Service Charge) and Tip Allocation (new)

Effective the beginning of the pay period following the date of Ratification

Definitions:

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. Service Charges are determined by the employer to achieve yearly budget requirements.

Gratuity: is the service charges collected by the employer and then paid to employees.

Tip: is a voluntary payment **or auto-tip** by a guest**(s)** to an employee**(s)** and can be paid by cash, credit or debit card.

Application: Tips and gratuities will be paid out ~~twice a month~~ **each pay period**, ~~on the 15th and end of month pay cheque,~~ following the receipt of payment from the customer/client. The Employee must have worked regular hours in the pay period the tip/gratuity is paid. Tips and gratuities are considered as part of the employee's total income and as such all statutory deductions are deducted at source. Guest messaging regarding tips will be provided by the Employer.

Hourly and Casual 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) MOA – Pay Administration – Pay Progression
d) 15.06.1 Employee Request to Alter Work Week
e) 15.06.2 – Employee Request to Alter Work Hours
~~f) MOA – Pay Administration - Job evaluation process~~

Sick Leave
An employee in an hourly gratuity and tip earning position shall be eligible for 5 sick leave days per year, it is proportionate to the employee's actual hours worked in the previous **four (**4**)** pay periods. **Up to two (2) days may be used for mental health reasons.**

Extended Sick Leave-Short Term Disability (STD)
An employee off on sick leave for more than 5 consecutive days is eligible to claim STD benefits. STD payment will not exceed 15 weeks, and the monetary payment is 70% of the employee's insurable earnings.

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:
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: One hundred **percent** (100%) of the service charges levied by the Employer on customers/clients shall be paid as gratuities to employees. Gratuities will be paid ~~twice per month, on the 15th and end of month~~ **on each** pay cheque, following the receipt of payment from the customer/client. The Employee must have worked regular hours in the pay period the tip/gratuity is paid. 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.~~

~~Tips will be distributed equally to the following positions based on actual hours of work in the pay period.~~

Small Outlets: (Small Outlets – MacLab, Le Café, Wine Bar, Club 33 ONLY):

Small Outlets Tips: All tips from the small outlets will be pooled and will be distributed equally to the positions below, based on actual hours of work in the pay period regardless of outlet or shift.

Gratuities will be distributed equally to the positions below based on actual hours of work in the pay period. This includes banquets that may be booked in the small outlets.

Tip Eligible Classifications:

~~Food and Beverage:~~
• Bartender **(may be assigned to specialized banquet bars)**
• **Small Outlets** Server

Banquets: (Vista~~'~~s, Banquet, Outdoor Events and Performances)

Banquet Tips: Banquet tips will be pooled and will be distributed equally to the Banquet Servers based on actual hours of work in the pay period regardless of banquet location or shift.

Gratuities will be distributed equally to the following positions based on actual hours of work in the pay period. However, Banquet Servers will have each one hour counted as four (4) hours.

~~Gratuities (100% of Service Charge) will be distributed equally to the following positions based on actual hours of work in the pay period. Bartenders and Servers will have each one hour count as two hours~~.

~~Gratuity Eligible Classifications:~~

Food and Beverage:

~~• Bartender~~
~~• Server~~
Banquet Servers – Vista~~'~~s, Banquets, Outdoor Events, and Performances (excludes Club 33 Performances)

Housekeeping:
• Housekeeping Floater
• Room Attendant

Kitchen:
• Apprentice Cook
• First Cook
• Pantry Cook
• Second Cook
• Demi Chef de Partie
• Chef de Partie
• Storeroom Clerk
• Storeroom Lead Hand

Guest Services:
• Guest Services Agent
• Guest Services Coordinator
• Bell Captain
• Bell~~man~~ **Desk Attendant**
• Night Audit

Program Support:
• Program Services Worker
• Team Lead – Program Services

Custodial:
• Building Service Worker 1
• Building Service Worker 2
• Building Service Worker – Special Projects

Stewarding:
• Steward

Conference Audio Video Support

• Senior AV Technician
• Intermediate AV Technician
• AV Technician

Expectations:
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. Payment will occur twice per month, on the 15th and end of the month pay cheque.~~

Gratuity and tip earning positions will be moved **within the same service area (Banquets or Small Outlets) they were hired into, based on operational needs and business demands.** ~~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 paid at 100% to Bell~~man~~ **Desk Attendant** and Bell Captain based on hours worked and paid ~~on the 15th and end of the month pay cheque~~ **each pay run, following receipt of the payment made by the customer/client**.

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~~ **within Local 4318**. The period of leave **coinciding with the term of the appointment shall be communicated to the employer following the election. Elected or appointed employees placed on a leave of absence without pay** shall not exceed ~~–~~**three (3) in number.** ~~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 **desired** date the leave is to commence. **However, the effective date of the leave will consider operational requirements and be mutually agreed to by the parties.**

An employee who has been elected **or appointed** to ~~the office of President of~~ **a position with 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. **Should the Union determine any alteration to compensation, it shall provide the Employer with thirty (30) days' notice prior to the effective date of the change.** ~~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.~~

During the Employee's leave of absence the Employer may backfill the position for a period up to 24 months on a term basis. If the union leave extends beyond 24 months, the Employer may fill the position on a

permanent basis. The employee must provide the Employer at least thirty (30) days' notice of the date on which the employee intends to resume work. Provided the employee gives the notice required under this Agreement, the employee shall be returned to their position if it is available or a comparable position.

If the union leave extends beyond twenty-four (24) months the employee will be returned to the next comparable position in their pay level, provided that they meet the posted qualifications. If there are no comparable positions that the employee is qualified for in their pay level, they will be placed on long term layoff, subject to Article 13.

An employee placed in a comparable position under the provisions of this clause shall not be subject to a trial period pursuant to Article 7.10.

Should the employee's position prior to going on the unpaid leave of absence become available during the first 3 (three) months after returning to a comparable position, the employee will be offered the position.

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 the leave without pay.

An employee on an unpaid leave of absence to work with CUPE 4318 shall accumulate service during the leave.

~~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 7.10 and the provisions of that article shall apply as if the placement were the result of a transfer or promotion.~~

The status of Memoranda of Agreement existing in the 2025-2026 Collective Agreement:

- Pay Administration – ***Renewed***
- Union Representative – ***Amended and renewed***
- Covid Pandemic Layoff Previous Service Recognition - ***Deleted***
- Gratuity (Service Charge) and Tip Allocation – ***Amended and renewed***
- Health Spending Account – ***Renewed***

<u>Health Benefits</u>

1. ***One-time Health Spending Account of $200/year for all hourly employees with a contract of greater than 5 months, administered as part of the existing MOA for the Health Spending Account for salaried employees.***

   In final draft, suggest putting this in the current MOA on page 84 of the CA with an end date of March 31, 2027

2. ***Benefit increases as per the plan rules, subject to Article 24, and the benefit renewal date for 2026:***

   a. ***Vision (Glasses/Contacts) will increase from $400 to $600***
   b. ***Vision (Eye Exams) will increase from $65 to $100***
   c. ***Psychological Benefits will increase from $500 to $1500***

Market Supplements

A market supplement will be assigned to each position below due to market competitiveness pressures and the ability to recruit and retain qualified staff. The employees listed will be eligible for one (1) Service Increase related to Pay administration 7(b) and 8 in each year of the Collective Agreement to a maximum of three (3) pay progressions over the term of this Collective Agreement, until such time that the Pay Rate is no longer exceeding the related pay level range.

Positions Impacted:

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

Effective April 1, 2026, employees hired or currently employed in the above positions will have their pay rate adjusted per hour for Pay Levels 24 & 25 as follows:

- **As of April 1, 2026: $47.44**
- **Employee's anniversary date: $49.34 (4% Pay progression applied)**
- **Employee's next anniversary date $51.31 (4% Pay progression applied)**
- **Employee's next anniversary date: $53.36 (4% Pay progression applied)**
- **Long Service: $53.36**

Effective April 1, 2026, employees hired or currently employed as Fifth Class Engineers, Operator Bin the Physical Facilities department will have their pay rate adjusted per hour as follows:

- **As of April 1, 2026: $29.00**
- **Employee's anniversary date: $30.16 (4% Pay progression applied)**
- **Employee's anniversary date: $31.37 (4% Pay progression**

applied)
- **Employee's anniversary date: $32.62 (4% Pay progression applied)**

<u>Effective April 1, 2026</u>, employees hired or currently employed as a Lead Hand Maintenance will have their pay rate adjusted per hour as follows.

- **As of April 1, 2026: $50.00**
- **Employee's anniversary date: $52.00 (4% Pay progression applied)**
- **Employee's anniversary date: $54.08 (4% Pay progression applied)**
- **Employee's anniversary date: $56.24 (4% Pay progression applied)**

This supersedes Article 38.00 and all previous memoranda of agreement.

The 2.5% general increase in Schedule A will not be applied to the above-noted positions.

Schedule A
Salary Range
Effective April 1, 2026 – 2.5%

Level	Points	Probation	Base	Max
9	326-450	**16.24**	**17.06**	**21.57**
10	451-475	**16.50**	**17.32**	**22.40**
11	476-500	**17.18**	**18.04**	**23.70**
12	501-525	**17.78**	**18.68**	**24.53**
13	526-550	**18.47**	**19.39**	**25.49**
14	551-575	**19.08**	**20.03**	**26.29**
15	576-600	**19.76**	**20.75**	**27.25**
16	601-625	**20.28**	**21.31**	**27.95**
17	626-650	**20.91**	**21.96**	**28.73**
18	651-675	**21.85**	**22.95**	**29.65**
19	676-700	**22.05**	**23.15**	**30.43**
20	701-725	**22.63**	**23.77**	**31.20**
21	726-750	**23.87**	**25.06**	**33.74**
22	751-775	**25.14**	**26.39**	**35.51**
23	776-800	**26.53**	**27.85**	**37.47**
24	801-825	**27.79**	**29.17**	**39.28**
25	826-850	**29.00**	**30.44**	**40.98**
26	851-875	**30.29**	**31.80**	**42.80**
27	876-900	**31.52**	**33.10**	**44.55**
28	901-925	**32.77**	**34.41**	**46.32**
29	926-950	**34.10**	**35.80**	**48.15**
30	951-975	**35.50**	**37.29**	**50.15**

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.

The pay rates for all Salaried, Hourly-paid, and Casuals employees, who are active employees at the time of ratification, will be increased by two-point five percent (2.5%}. The Support Staff Salary Scales contained in Salary Schedule "A" are to be increased by two point five percent (2.5%).

Non-tip/non-gratuity eligible salaried positions' pay increase will be subject to a minimum hourly rate increase of one dollar ($1.00) per hour subject to the

maximum of their pay range.

<u>Above Maximum/Long Service</u>
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 year.

Any individual employee shall receive only one lump sum payment which will be issued at the highest level of eligibility.

Schedule A
Salary Range
Effective April 1, 2027 – 2.5%

Level	Points	Probation	Base	Current Max
9	326-450	**16.65**	**17.49**	**22.11**
10	451-475	**16.91**	**17.75**	**22.96**
11	476-500	**17.61**	**18.49**	**24.29**
12	501-525	**18.22**	**19.15**	**25.14**
13	526-550	**18.93**	**19.87**	**26.13**
14	551-575	**19.56**	**20.53**	**26.95**
15	576-600	**20.25**	**21.27**	**27.93**
16	601-625	**20.79**	**21.84**	**28.65**
17	626-650	**21.43**	**22.51**	**29.45**
18	651-675	**22.40**	**23.52**	**30.39**
19	676-700	**22.60**	**23.73**	**31.19**
20	701-725	**23.20**	**24.36**	**31.98**
21	726-750	**24.47**	**25.69**	**34.58**
22	751-775	**25.77**	**27.05**	**36.40**
23	776-800	**27.19**	**28.55**	**38.41**
24	801-825	**28.48**	**29.90**	**40.26**
25	826-850	**29.73**	**31.20**	**42.00**
26	851-875	**31.05**	**32.60**	**43.87**
27	876-900	**32.31**	**33.93**	**45.66**
28	901-925	**33.59**	**35.27**	**47.48**
29	926-950	**34.95**	**36.70**	**49.35**
30	951-975	**36.39**	**38.22**	**51.40**

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

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

The pay rates for all Salaried, Hourly-paid, and Casuals employees, who are active employees at the time of ratification, will be increased by two-point five percent (2.5%}. The Support Staff Salary Scales contained in Salary Schedule "A" are to be increased by two point five percent (2.5%).

Non-tip/non-gratuity eligible salaried positions' pay increase will be subject to a minimum hourly rate increase of one dollar ($1.00) per hour subject to the maximum of their pay range.

Above Maximum/Long Service

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 year.

Any individual employee shall receive only one lump sum payment which will be issued at the highest level of eligibility.

Schedule A
Salary Range
Effective April 1, 2028 – 2.5%

Level	Points	Probation	Base	Current Max
9	326-450	**17.07**	**17.93**	**22.66**
10	451-475	**17.33**	**18.19**	**23.53**
11	476-500	**18.05**	**18.95**	**24.9**
12	501-525	**18.68**	**19.63**	**25.77**
13	526-550	**19.40**	**20.37**	**26.78**
14	551-575	**20.05**	**21.04**	**27.62**
15	576-600	**20.76**	**21.80**	**28.63**
16	601-625	**21.31**	**22.39**	**29.37**
17	626-650	**21.97**	**23.07**	**30.19**
18	651-675	**22.96**	**24.11**	**31.15**
19	676-700	**23.17**	**24.32**	**31.97**
20	701-725	**23.78**	**24.97**	**32.78**
21	726-750	**25.08**	**26.33**	**35.44**
22	751-775	**26.41**	**27.73**	**37.31**
23	776-800	**27.87**	**29.26**	**39.37**
24	801-825	**29.19**	**30.65**	**41.27**
25	826-850	**30.47**	**31.98**	**43.05**
26	851-875	**31.83**	**33.42**	**44.97**
27	876-900	**33.12**	**34.78**	**46.80**
28	901-925	**34.43**	**36.15**	**48.67**
29	926-950	**35.82**	**37.62**	**50.58**
30	951-975	**37.30**	**39.18**	**52.69**

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

g) 40**-**hour work weeks – Hourly rate multiplied by 2080 equals the annual rate. The annual rate divided by 12 equals the monthly rate.
h) 37.5**-**hour work weeks – Hourly rate multiplied by 1950 equals the annual rate. The annual rate divided by 12 equals the monthly rate.
i) 35**-**hour work weeks – Hourly rate multiplied by 1820 equals the annual rate. The annual rate divided by 12 equals the monthly rate.

The pay rates for all Salaried, Hourly-paid, and Casuals employees, who are active employees at the time of ratification, will be increased by two-point five percent (2.5%}. The Support Staff Salary Scales contained in Salary Schedule "A" are to be increased by two point five percent (2.5%).

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Above Maximum/Long Service

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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 year.

Any individual employee shall receive only one lump sum payment which will be issued at the highest level of eligibility.