



July 12, 2021

# Canadian Labour Reporter

www.labour-reporter.com

## Valet kept key card to guest parking lot; claimed ignorance it was against policy

AN ONTARIO hotel valet who repeatedly parked his car in a guest parking lot deserved dismissal, despite the fact that he cooperated in the investigation into the misconduct, an arbitrator has ruled.

The worker, 56, was a valet at the Fairmont Royal York, a luxury hotel in Toronto. His job duties involved parking guests' vehicles in a reserved parking lot. The spaces were in a parking area adjacent to the building that the hotel leased and to which valets gained access with a card issued by the parking lot's owner. The hotel paid the owner a flat fee for use of the lot and charged guests \$53 for over-night parking.

In March 2016, the hotel's ethics hotline received an anonymous call saying that a valet was parking his car in the guest parking area without paying. The hotel investigated but it couldn't find any proof. However, one month later, an anonymous email to several managers claimed that the person making the accusations was actually the one doing it. A

see **Common** > pg.8



Photo: J. Images (Stock)



### ARBITRATION AWARDS

## Accommodation delay costs Alberta government ministry

AN ALBERTA government ministry had sufficient medical information to accommodate a worker on medical leave eight months earlier than it actually did, an arbitrator has ruled.

The worker held a part-time, senior administrative position for the Alberta Ministry of Justice

and Solicitor General at the Calgary Courts Centre (CCC).

He came into conflict with co-workers, to the point where he filed harassment grievances in early 2018. In May, he provided a medical note saying that his work environment was causing him

see **Acceptable** > pg.8



### COLLECTIVE AGREEMENTS

GOVERNMENT

## City of Medicine Hat

Medicine Hat, Alta.

(800 inside, outside workers) and the Canadian Union of Public Employees (CUPE), Local 46

**Renewal agreement:** Effective Jan. 1, 2020 to Dec. 31, 2022. Signed on Nov. 16, 2020.

**Shift premium:** 10% for employee who is temporary

ily assigned portion of duties and responsibilities of position outside bargaining unit while continuing to remain in

see **Collective agreements** > pg. 3

**Strategies for Workplace Conflicts**

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**Managing Unionized Environments**

Sep. 14-17, 2021 (11:30am-5pm EST)

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## Kautex Textron workers ratify deal

**WINDSOR, Ont.** — Unifor, Local 195 members in Windsor, Ont. voted 90 per cent in favour of a new collective agreement with Kautex Textron in a virtual vote held July 1.

“Despite very tough economic conditions and public health restrictions, our bargaining committee negotiated a very strong agreement, with gains made in every area of the collective agreement,” says Emile Nabbout, Unifor, Local 195 president.

The strike deadline was extended and the union was able to negotiate important gains such as a \$2,750 performance bonus, a wage increase of 6.9 per cent across the board for the life of the three-year agreement, a Christmas bonus of \$470 net in each year, a defined pension increase of \$1.70, bringing contributions to \$43.20 at the end of the agreement, says the union.

For employees hired after 2013, the defined contribution will be at \$2.26 per hour by the end of the agreement, for all compensated hours. Gains were also made with increases in health and welfare, vision, eye exams and orthodontics coverage, says Unifor.

The apprenticeship program

will also be enhanced with progressive wages starting at 80 per cent of the trade’s wage. The committee also bargained a retirement incentive plan with a \$25,000 lump sum payment, new equity language that strengthened training hours for the women’s advocate, says the union.

## Waterloo, Ont. workers file “no- board”

**WATERLOO, Ont.** — After more than a year of unproductive negotiations, about 1,200 Regional Municipality of Waterloo workers in Ontario, represented by CUPE filed for a “no-board,” report on June 30 which initiated a 17-day countdown to a strike or a lockout.

The workers, represented by the Canadian Union of Public Employees (CUPE), Local 5191 and 1883, deliver services including the region’s paramedics and logistics support, public health, childcare and social assistance. Both union locals have been without a contract for over a year, with the employer unresponsive to the bargaining process, says the union.

“All we are looking for is the respect of the employer in recognizing the value of our workforce. We deserve a fair deal,” says Luke McCann, president of CUPE 5191 and an active paramedic.

Both CUPE locals are citing a lack of support from the employer to address higher workloads, poor workplace morale and lack of mental health supports, says CUPE.

## Government reaches first contract for RCMP

**OTTAWA** — The government of Canada and the RCMP reached a tentative agreement on June 28 with the National Police Federation (NPF) to establish a first collective agreement for RCMP members and reservists.

This agreement follows legislation passed in 2017 allowing RCMP regular members and reservists to unionize and bargain collectively for the first time, says the government.

This six-year tentative agreement applies to more than 19,000 RCMP regular members (below the rank of inspector) and RCMP reservists.

“If ratified, the government will now have reached agreements covering 95 per cent of employees for this round of bargaining,” says Jean-Yves Duclos, president of the Treasury Board of Canada.

The RCMP provides policing services across Canada, including much of rural Canada, all of the Canadian North, and many towns and large urban areas.

## Labour Reporter

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bargaining-unit position for up to 6 weeks. \$1.25 for every hour worked for employees who work full shift where 50% or more of shift falls between 4 p.m. and 8 a.m.

**Paid holidays:** 11 days. Permanent employees who are employed on March 31 of each year will be entitled to 1 floater holiday in lieu of Easter Monday

**Vacations with pay:** 3 weeks or 0.0577 hours for each hour worked to start, 4 weeks or 0.0769 hours for each hour worked after 6 years, 5 weeks or 0.0962 hours for each hour worked after 13 years, 6 weeks or 0.1154 hours for each hour worked after 2 years.

**Overtime:** Double time for work after 36.25 or 40 hours per week. Time may be banked at time and one-half. Employee will only have maximum equivalent of 80 hours in overtime bank at any 1 time. Once overtime is banked, it will only be taken as time off in lieu of overtime and will not be paid out.

**Medical benefits:** Employer pays 100% of premiums.

**Dental:** Employer pays 100% of premiums. Coverage for basic, periodontic, extensive, orthodontic benefits.

**Vision:** Employer pays 100% of premiums.

**Sick leave:** 0.0692 hours for each regular hour paid, maximum 200 days.

**LTD:** Employer pays 100% of premiums. Coverage after 365 days of disability at 70% of employee's first \$3,000 of monthly salary, plus additional 50% of employee's monthly salary greater than \$3,000, maximum \$4,500 per month.

**AD&D:** Employer pays 100% of premiums. Coverage of 2 times annual salary, maximum \$250,000.

**Life insurance:** Employer pays 100% of premiums. Coverage of 2 times annual salary, maximum \$250,000.

**Pension:** All permanent employees will be enrolled into Local Authority Pension Plan.

**Bereavement leave:** 5 days for death of spouse, child, parent, grandparent, grandchild. 3 days for death of fiancée, stepchild, ward, stepparent, grandpar-

ent, step-grandparent, brother, stepbrother, sister, stepsister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law. Additional 2 days with pay if employee is required to travel greater than 500 kilometres 1-way from residence in order to attend funeral of immediate family member. 1 working day off without pay to attend funeral to act as pallbearer.

**Seniority – recall rights:** 1 year after layoff.

**Call-in pay:** Paid at double time for all hours worked, minimum payment of 2 hours.

**Probationary period:** 1,000 regular hours paid (any extension of probationary period will not exceed 500 regular hours paid).

gas plant services foreman; employees working on equipment. Water distribution, wastewater collection employees will be provided with 5 pairs of summer coveralls and laundry service for same. Permanent employees in water distribution and wastewater collection will be provided with 1 fitted winter jacket, 1 fitted pair of winter salopettes and laundry service for same, if necessary. Senior services kitchen staff will be supplied with hair nets and 5 wash-and-wear tops and aprons each.

**Tool allowance:** \$37.50 per month for appropriate shop tools for permanent mechanics, heavy duty mechanics. \$8.33 per month for appropriate shop tools for permanent fleet services service workers.

**Standby pay: \$270 to employee who remains on call for 7 consecutive days.**

**Discipline:** Sunset clause is 24 months for any written disciplinary notation or warning.

**Safety shoes:** \$150 per year; may be carried over to following year maximum \$300. \$50 per year for employees working directly with asphalt or tack oil used in road construction or maintenance.

**Uniforms/clothing:** Employer will provide employees with personal protective safety equipment necessary to carry out assigned tasks in safe and healthy manner. Protective clothing such as rubber boots, rain suits, gloves, mitts, will be supplied to employees, when required. Employer will have coveralls for use for specific areas of work, where such protective clothing is deemed necessary. Employer will provide and maintain 2 pair of coveralls per year to following: permanent facility operators; maintenance, utility workers, equipment operators, gas field labourers, gas field operators, gas technicians, gas utility workers, gas engineering technologists, gas customer service foreman and

**Sample rates of hourly pay (current, after 2% increase):**

1  
Start rate: \$19.93 rising 2 steps to \$20.33  
Job rate: \$22.98 rising 2 steps to \$23.44  
2  
Start rate: \$20.64 rising 2 steps to \$21.05  
Job rate: \$23.69 rising 2 steps to \$24.16  
3  
Start rate: \$21.39 rising 2 steps to \$21.82  
Job rate: \$24.44 rising 2 steps to \$24.93  
4  
Start rate: \$22.09 rising 2 steps to \$22.53  
Job rate: \$25.15 rising 2 steps to \$25.65  
5  
Start rate: \$22.83 rising 2 steps to \$23.29  
Job rate: \$25.89 rising 2 steps to \$26.41  
6  
Start rate: \$23.54 rising 2 steps to \$24.01  
Job rate: \$26.59 rising 2 steps to \$27.12  
7

Start rate: \$24.29 rising 2 steps to \$24.78  
Job rate: \$27.33 rising 2 steps to \$27.88  
8  
Start rate: \$24.98 rising 2 steps to \$25.48  
Job rate: \$28.04 rising 2 steps to \$28.60  
10  
Start rate: \$26.44 rising 2 steps to \$26.97  
Job rate: \$29.49 rising 2 steps to \$30.08  
11  
Start rate: \$27.17 rising 2 steps to \$27.71  
Job rate: \$30.22 rising 2 steps to \$30.82  
12  
Start rate: \$27.89 rising 2 steps to \$28.45  
Job rate: \$30.93 rising 2 steps to \$31.55  
13  
Start rate: \$28.61 rising 2 steps to \$29.18  
Job rate: \$31.65 rising 2 steps to \$32.28  
15  
Start rate: \$30.07 rising 2 steps to \$30.67  
Job rate: \$33.11 rising 2 steps to \$33.77  
16  
Start rate: \$30.78 rising 2 steps to \$31.40  
Job rate: \$33.84 rising 2 steps to \$34.52  
17  
Start rate: \$31.52 rising 2 steps to \$32.15  
Job rate: \$34.57 rising 2 steps to \$35.26  
18  
Start rate: \$32.22 rising 2 steps to \$32.86  
Job rate: \$35.28 rising 2 steps to \$35.99  
20  
Start rate: \$33.68 rising 2 steps to \$34.35  
Job rate: \$36.73 rising 2 steps to \$37.46  
21  
Start rate: \$34.42 rising 2 steps to \$35.11  
Job rate: \$37.45 rising 2 steps to \$38.20  
22  
Start rate: \$35.14 rising 2 steps to \$35.84  
Job rate: \$38.17 rising 2 steps to \$38.93  
23  
Start rate: \$35.86 rising 2 steps to \$36.58  
Job rate: \$38.89 rising 2 steps to



\$39.67	Job rate: \$41.08 rising 2 steps to	to \$41.01	Start rate: \$41.64 rising 2 steps
25	\$41.90	Job rate: \$43.25 rising 2 steps to	to \$42.47
Start rate: \$37.29 rising 2 steps	27	\$44.12	Job rate: \$44.69 rising 2 steps to
to \$38.04	Start rate: \$38.74 rising 2 steps	30	\$45.58
Job rate: \$40.35 rising 2 steps to	to \$39.51	Start rate: \$40.92 rising 2 steps	32
\$41.16	Job rate: \$41.79 rising 2 steps to	to \$41.74	Start rate: \$42.36 rising 2 steps
26	\$42.63	Job rate: \$43.97 rising 2 steps to	to \$43.21
Start rate: \$38.01 rising 2 steps	29	\$44.85	Job rate: \$45.40 rising 2 steps to
to \$38.77	Start rate: \$40.21 rising 2 steps	31	\$46.31

**Editor's notes:** *After-hours inspections:* Minimum 1 hour at double time for work performed for each Saturday, Sunday, general holiday when facility operator conducts inspection of city facility or building. *Standby pay:* \$270 to employee who remains on call for 7 consecutive days. Where employee is on standby for less than 7 consecutive days, \$2.11 per hour for each hour designated as standby. Employee will be paid additional \$60 for each holiday that may occur during weekly stand-by period or \$2.50 for each hour of standby on actual holiday. *Tax assessor driving costs:* During winter months (Dec. 1 to March 1), tax assessor — who uses personal vehicle on city business and vehicle is frequently stopped, parked and started or left idling — will be paid additional allowance of \$2 per day.

## HEALTH CARE

## CarePartners

### Provincewide, Ontario

(247 healthcare workers) and the Service Employees International Union (SEIU), Local 1 Canada

**Renewal agreement:** Effective April 1, 2019 to March 31, 2022. Ratified in February 2020. Signed on Feb. 1, 2021.

**Wage adjustments:**

Effective April 1, 2021: 1%

**Shift premium:** \$0.12 per hour to all employees who work between 6 p.m. and 6 a.m.

**Paid holidays:** 9 days.

**Vacations with pay:** 1 day for each full month of service up to 10 days per year to start, 2 weeks after 1 years, 3 weeks after 5 years, 4 weeks after 17 years.

**Overtime:** Time and one-half for all hours worked in excess of 82 in biweekly pay period. No overtime will be paid to employee who works in excess of regularly scheduled work hours in biweekly period as result of approved exchange of hours for reasons of personal convenience.

**Medical benefits:** Employer pays up to \$75 per month for each eligible employee towards cost of core benefits (remaining portion of premiums paid by

employees).

**Bereavement leave:** 3 paid days for death of employee's current spouse including common-law spouse, parent, sibling, child, current child-in-law, current sibling-in-law, current parent-in-law, grandparent, grandchild, guardian, stepparent. 1 day may be reserved to attend delayed funeral or interment.

**Seniority – recall rights:**

Lesser of employee's length of seniority or 24 months after layoff; 36 months for absence due to illness or disability (except absences for which WSIB payments are received) and there is no reasonable likeli-

hood employee will return to work within near future.

**Probationary period:** 6 calendar months. May be extended upon mutual agreement of union and employer.

**Discipline:** Sunset clause is 18 months for all records of counselling and disciplinary action.

**Uniforms/clothing:** \$90 per year reimbursement for employees who have successfully

tre) as travel allowance. Time spent travelling between clients will be considered hours worked and will be compensated at rate of 1 minute at indirect straight-time hourly rate for every 3 kilometres travelled.

**Sample rates of hourly pay (current):**

Home support worker level 1: \$16.66

Home support worker level 2: \$17.07

Personal support worker level 3: \$17.17

Personal support worker level 6: \$18.08

Personal support worker level 9: \$19.32

Home support worker hired after date of ratification (1,500 to 3,000 hours): \$14.25

Home support worker hired after date of ratification (6,001+ hours): \$15

Household support/attendant/attendant and homemakers – training: \$14.25

Home support training/attendant and homemakers orientation: Minimum wage

**Alternate assignments: \$2 per alternate assignment rebooked to each affected employee.**

completed probationary period and who work, on average, more than 24 hours per week. \$50 per week for employees who work less than 24 hours per week.

**Mileage:** \$0.38 per kilometre (previously \$0.37 per kilometre)

**Editor's notes:** *Continuity of caregiver:* Employer is required to adhere to continuity of caregiver standards when employee has provided service to client over 5 visits within last 3-month period. *Maximum travel time:* Scheduling will allow for maximum travel time with intent to relieve community support workers in areas from excessive travel time. Maximum travel time varies between 25 minutes and 60 minutes, depending on region. *WHMIS/first-aid training:* Employer will pay each employee who is required to complete and who submits completed challenge test for WHMIS training 30 minutes' pay at applicable training rate. Employer will pay each employee who is required to complete and who submits completed challenge test for first-aid training 30 minutes' pay at applicable training rate. *Alternate assignments:* Employer will calculate number of alternate assignments rebooked and will once annually provide lump sum of \$2 per alternate assignment rebooked to each affected employee.

## AIRPORT SECURITY

# Garda Security Screening (Lloydminster Airport)

## Lloydminster, Alta.

(3 screening officers, team leaders) and Teamsters, Local 362

**Renewal agreement:** Effective Nov. 29, 2019 to March 31, 2022. Signed on Nov. 29, 2019.

**Wage adjustments:**  
Effective 2019: 1.75%  
Effective 2020: 1.75%  
Effective 2021: 2%

**Shift premium:** Employee will be paid at overtime rate for each 15 minutes unit that employee is short of 8 hours between shift changes. 12.5% above level 3.4 rate for all hours worked as team leader. Assistant team leaders will receive premium paid in increments of 30 minutes for time worked as team leader.

**Paid holidays:** 11 days.

**Vacations with pay:** 1 day per month, maximum 2 weeks to start, 2 weeks or 4% after 1 year, 3 weeks or 6% after 4 years, 4 weeks or 8% after 10 years, 5 weeks or 10% after 12 years. If employee leaves employment before employee is entitled to 2 week's vacation, employee will receive 4% of gross earnings received while employed. If employee leaves employment after employee has had vacation earned for previous year, employee will receive 4%, 6%, 8%, or 10% of pay for year in which employee ends employment for which no vacation has been paid.

**Meal allowance:** \$15 meal credit for employee working 3

hours of overtime beyond regular shift.

**Medical benefits:** Employees who have attained level 3 CATSA certification and have completed 3 years of service will be covered via Prairie Teamsters Health and Welfare Plan. Employer will pay \$325 per month (previously \$320 per month) of \$370 per

month-law spouse, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchildren, stepparents, grandchildren, grandparents, any relative with whom employee resides). Additional leave of 7 consecutive days, without pay, to attend funeral if funeral occurs

fully complete screening-officer training and obtain level 3 CATSA (Canadian Air Transport Security Authority) certification (probationary period will be extended by equivalent number of calendar days of any absence by employee).

**Discipline:** Sunset clause is 12 months for any disciplinary records placed on file, including reprimands.

**Uniforms/clothing:** All uniforms, when supplied by employer, will be without cost to employee. Employees will be permitted to wear own clothing provided it meets conditions: boots must be black and polishable; gloves must be either solid navy blue or solid black in colour; toques must be either solid navy blue or solid black in colour.

**Mileage:** \$0.46 per kilometre should employees be required to use personal vehicle for travel.

**Sample rates of hourly pay (current):**

Screening officer level 1: \$21.24  
Level 2: \$22.54  
Level 3.1 (0 to 2,080 hours): \$23.84  
Level 3.2 (2,081 to 4,160 hours): \$24.28  
Level 3.3 (4,161 to 6,240 hours): \$24.75  
Level 3.4 (6,241+ hours): \$25.18  
TL premium rate: \$28.33

**Meal allowance: \$15 meal credit for employee working 3 hours of overtime beyond regular shift.**

employee per month cost of coverage.

**Sick leave:** 2.3% of employee's regular hours worked or 6 days per year. Unused sick days will be paid out on March 31 of each year provided employee maintains minimum of 40 hours in sick bank.

**Pension:** Employer will contribute \$1.66 per hour (previously \$1.41 per hour) for each hour worked for all employees who have attained level 3 CATSA certification to pension plan.

**Bereavement leave:** 4 days for death in immediate family (mother, father, spouse, com-

mon-law spouse, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchildren, stepparents, grandchildren, grandparents, any relative with whom employee resides). Additional leave of 7 consecutive days, without pay, to attend funeral if funeral occurs

**Seniority – recall rights:** 12 months after layoffs.

**Call-in pay:** Minimum 4 hours of pay at applicable overtime rate. For all full-time employees, all time worked on first day during days off will be at time and one-half; all time worked on subsequent second or third consecutive day off, will be at double time.

**Probationary period:** 75 calendar days and employee will be required to success-

**Editor's notes:** *Marriage leave:* Employer will grant maximum 5 consecutive unpaid days off for employee to attend own wedding. *Industry fund:* Employer will contribute \$0.50 per hour for each employee covered by collective agreement into Teamsters union/industry advancement fund.

## GOVERNMENT

# City of Vernon

## Vernon, B.C.

(150 municipal employees) and the Canadian Union of Public Employees (CUPE), Local 626

**Renewal agreement:** Effective Jan. 1, 2019 to Dec. 31, 2023. Signed on Oct. 15, 2021.

**Shift premium:** \$1 per hour for lead-hands. \$0.50 per hour for work on shift that commences or ends between 7 p.m. on 1 day and 7 a.m. on following

day. \$1 per hour for scheduled Saturday or Sunday work. \$0.50 per hour for each shift worked for employee who acts as designated first-aid attendant at 1 of employer's worksites.

**Paid holidays:** 12 days.

**Vacations with pay:** 1 day per

month of service, maximum 10 days, to start, 3 weeks or 15 days after 1 year, 4 weeks or 20 days after 8 years, 5 weeks or 25 days after 15 years, 1 additional day per year, maximum 30 days, after 20 years.

**Overtime:** Time and one-half

for time worked beyond normal scheduled workday and normal scheduled workweek; double time after 1 hours of overtime. Double time for hours in excess of normal hours in 1 week. May be taken as time off in lieu. All time accumul-





ed must be taken by 12 months from date earned or payout of time outstanding will be made on June 30, Dec. 31, respectively, in each year.

**Medical benefits:** Employer pays 100% of premiums.

**Dental:** Employer pays 100% of premiums. 100% coverage of approved schedule of fees plus recall exam at 6 months for basic dental services; 75% coverage of approved schedule of fees for prosthetics, crowns and bridges; 50% coverage to lifetime maximum \$3,000 for adults and dependent children for orthodontics.

**Vision:** Employer pays 100% of premiums. Eyewear coverage maximum \$500 every 24 months per adult; \$500 every 12 months for dependent children.

**Paramedical:** Employer pays 100% of premiums. Maximum \$1,500 per annum with 80% coverage.

**Sick leave:** 1.5 days per month worked, maximum 150 days (after probationary period ends). Employee who leaves employment will be provided with unused leave: 1/3 of time, maximum 60 days, after 5 years of service; 1/3 of time, maximum 150 days, after 12 years of service.

**LTD:** Employee pays 100% of premiums.

**AD&D:** Employer pays 100% of premiums for coverage of \$40,000 plus double indemnity.

**Life insurance:** Employer pays 100% of premiums for coverage of \$40,000.

**Pension:** Employees will participate in existing municipal pension plan.

**Bereavement leave:** 10 days for death of spouse, son, daughter. 5 days for death of parent, brother, sister,

niece, nephew, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, similar step-relationships, current foster-children and foster-parent relationships; leave is considered to include travel time. All leave will be deducted from employee's accumulated sick leave; however, if employee doesn't have sufficient sick-leave entitlement, leave will be without pay. One-half day to attend funeral as pallbearer or mourner.

**Seniority – recall rights:** 24 months after layoff; 90 calendar days for any employee serving in Canadian armed forces when

sweater, 4 pair standard-issue socks. Employer will provide each regular bylaw officer who is required to wear uniform, with \$225 per year to offset reasonable costs associated with cleaning and maintenance of uniform.

**Sample rates of hourly pay (current, after 2% increase):**

Band 1: \$25.59 rising 1 step to \$26.10

Instructor aquatics (fourth-year): \$25.59 rising 1 step to \$26.10

Switchboard finance: \$25.59 rising 1 step to 26.10

Band 2: \$27 rising 1 step to 27.54

Band 3: \$28.46 rising 1 step to 29.03

**Standby pay: Employer will pay weekly fee for on-call supervisors: \$579.54.**

country is at war; 6 months for employee transferred outside bargaining unit.

**Call-in pay:** Double time for minimum 2 hours.

**Probationary period:** 65 days worked in any 12-month period from date of hiring.

**Safety shoes:** \$250 every 2 years (previously \$100 every 2 years) for employee who is required to wear approved safety footwear at all times while at work.

**Uniforms/clothing:** Employer will provide to each employee: 5 shirts, 2 pairs long pants, 2 pairs short pants, 1 ball cap or sun hat, toque and winter hat, 1 rain/summer jacket, 1 fleece/winter jacket, 1 winter

Forensic identification assistant: \$28.46 rising 1 step to \$29.03

Transcriptionist: \$28.46 rising 1 step to \$29.03

Cashier/data entry clerk: \$28.46 rising 1 step to 29.03

Lifeguard/instructor (4th year): \$28.46 rising 1 step to \$29.03

Secretary reception: \$28.46 rising 1 step to 29.03

Switchboard RCMP: \$28.46 rising 1 step to 29.03

Detention guard part time: \$28.46 rising 1 step to \$29.03

Detention guard regular:

\$28.46 rising 1 step to \$29.03

Band 4: \$29.84 rising 1 step to \$30.44

Secretary protective services:

\$29.84 rising 1 step to \$30.44

Secretary corporate services/reception: \$29.84 rising 1 step to \$30.44

Secretary finance: \$29.84 rising 1 step to \$30.44

Recreation clerk: \$29.84 rising 1 step to \$30.44

Secretary OH&S/payroll clerk: \$29.84 rising 1 step to \$30.44

Secretary RCMP: \$29.84 rising 1 step to \$30.44

Secretary emergency management: \$29.84 rising 1 step to \$30.44

Watch clerk RCMP: \$29.84 rising 1 step to \$30.44

Secretary VWRC: \$29.84 rising 1 step to \$30.44

Purchasing assistant: \$29.84 rising 1 step to \$30.44

Accounting clerk: \$29.84 rising 1 step to \$30.44

Bylaw compliance clerk: \$29.84 rising 1 step to \$30.44

RCMP finance clerk: \$29.84 rising 1 step to \$30.44

Band 5: \$31.27 rising 1 step to \$31.90

Accounts payable clerk: \$31.27 rising 1 step to \$31.90

AR/ecom clerk: \$31.27 rising 1 step to \$31.90

Utility clerk: \$31.27 rising 1 step to \$31.90

Development clerk cid: \$31.27 rising 1 step to \$31.90

Deck leader: \$31.27 rising 1 step to \$31.90

Operations support clerk

RCMP: \$31.27 rising 1 step to \$31.90

Information services clerk:

\$31.27 rising 1 step to \$31.90

Pipelayer: \$39.81 rising 1 step to \$40.61

Public Works Operator 4:

\$39.81 rising 1 step to \$40.61

Horticulturist: \$39.81 rising 1 step to \$40.61

Arborist: \$39.81 rising 1 step to \$40.61

Student workers: \$15.92 rising 2 steps to \$16.56

**Editor's notes:** *Employee certification:* Employer will pay cost of maintaining employee's certification or membership that is requirement of current position. *Standby pay:* Employer will pay weekly fee for on-call supervisors: \$579.54 (previously \$568.18). Effective Jan. 1, 2022: \$591.13. Effective Jan. 1, 2023: \$602.95.

#### CONTINUING CARE CENTRES

## Intercare Corporate Group Calgary

(1,417 aides, health-care, kitchen, maintenance employees) and the Canadian Union of Public Employees (CUPE), Local 8

**Renewal agreement:** Effective July 1, 2020 to June 30, 2022. Ratified on Feb. 22, 2021.

Signed on June 3, 2021.

**Wage adjustments:** Effective July 1, 2020: 1%

Effective July 1, 2021: 1%

**Shift premium:** \$3.25 per hour (previously \$3 per hour) for all

hours worked between 11 p.m. of Friday to 7 a.m. on Monday. \$2.25 per hour for all hours

worked between 3 p.m. and 11 p.m. \$3 per hour for all hours worked between 11 p.m. and 7 a.m.

**Paid holidays:** 11 days, plus 2 float named-holiday days off with pay per year.

**Vacations with pay:** 75 hours or 2 weeks to start, 112.5 hours or 3 weeks after 2 years, 150 hours or 4 weeks after 5 years, 187.5 hours or 5 weeks after 12 years, 225 hours or 6 weeks after 15 years.

**Overtime:** Time and one-half for work after 7.5 hours per day (7.75 hours for LPNs). Time and one-half for work after 75 hours per week (77.5 hours for LPNs). Time and one-half when employee comes to work on assigned day off. Double time when employee has worked 1 full shift and works another full shift totalling 15 hours (15.5 hours for LPNs).

**Medical benefits:** Employer pays 70% of premiums, employee pays 30% of premiums for Alberta Health Care Insurance Plan (AHCIP). Employer pays 56.25% of premiums, employee pays 43.75% of premiums for group plan of Alberta health care insurance.

**Dental:** Employer pays 66 2/3% of premiums, employee pays 33 1/3% of premiums. Coverage of 100% of routine preventative work; 75% of major restorative work; \$1,200 maximum for orthodontia for dependants 6 to 18 years old. Combined basic, major dental coverage of \$1,750 per year.

**Vision:** \$375 every 24 months.

**Paramedical:** \$500 per practice per year (including dietician, acupuncturist, chiropractor, massage therapist, naturopath, osteopath, physiotherapist, podiatrist/chiroprapist, psychologist/social worker/clinical counsellor, speech therapist).

**Sick leave:** 1.5 days per month or 162.5 hours of service; ac-

cumulative to maximum of 120 days; 1.25 days per month or 162.5 hours of service; accumulated to maximum of 120 days for employees hired on or after Nov. 17, 2017. Cash payout of 50% of accumulated credits will be paid to employees after they have accumulated 5 years of service for employees hired before July 1, 2005. Cash payout of 50% of accumulated credits upon retirement at or older than 65 and with 10 years of service for employees hired after July 1, 2005. Employees hired on or after Oct. 18, 2016 are not eligible to receive cash payout of accumulated credits upon retirement.

**Mileage: \$0.46 per kilometre for employees who use personal vehicle in performance of duties.**

**LTD:** Employee pays 100% of premiums for coverage of 66.67% of monthly gross earnings, maximum \$3,000 per month. Elimination period will be 180 days, with benefit being payable for maximum 2 years.

**Life insurance:** Employer pays 75% of premiums, employee pays 25% of premiums. Maximum 2.75% contribution after 520 hours; maximum 3% contribution after 6 years; maximum 3.50% contribution after 10 years.

**Pension:** Employer will match employee contributions into group RRSP.

**Bereavement leave:** 3 days for death in immediate family (wife, husband, common-law spouse, child, mother, father, grandfather, grandmother, grandchild, brother, sister, guardian, same-gender part-

ner). 2 additional days if travel out of province is necessary to attend funeral.

**Seniority – recall rights:** 6 months after layoff. 12 months, maximum 24 months, for absence occasioned by illness. 24 months for employees who successfully post into temporary out-of-scope positions. 2 years for vacancy due to injury or approved LOA.

**Call-in pay:** Minimum 2 hours of pay at straight-time rates or actual hours worked at double, whichever is greater.

**Probationary period:** 520 hours or 6 months, whichever is shorter. Time may be extended, maximum 520 hours worked.

**Discipline:** Sunset clause is 24

months following disciplinary actions. Under no circumstances will record of disciplinary action as result of resident mistreatment be removed from file.

**Mileage:** \$0.46 per kilometre for employees who use personal vehicle in performance of duties.

**Sample rates of hourly pay (current, after 1.5% increase):**

Health-care aide  
Starting rate: \$19.48 rising 1 step to \$19.78  
After 1,950 hours: \$20.50 rising 1 step to \$20.71  
After 3,900 hours: \$21.77 rising 1 step to \$21.98  
More than 5 years (9,750 hours): \$23.20 rising 1 step to \$23.43  
More than 10 years (19,500 hours): \$23.43 rising 1 step to \$23.67

Resident care aide  
Starting rate: \$20.71 rising 1 step to \$20.91  
After 1,950 hours: \$21.44 rising 1 step to \$21.66  
After 3,900 hours: \$22.35 rising 1 step to \$22.57  
More than 5 years (9,750 hours): \$23.86 rising 1 step to \$24.09  
More than 10 years (19,500 hours): \$24.10 rising 1 step to \$24.34  
Licensed practical nurse  
Starting rate: \$26.35 rising 1 step to \$27.14  
After 2,015 hours: \$28.25 rising 1 step to \$29.10  
After 4,030 hours: \$29.36 rising 1 step to \$30.24  
After 6,045 hours: \$30.31 rising 1 step to \$31.22  
After 8,060 hours: \$31.26 rising 1 step to \$31.88  
After 10,075 hours: \$32.91 rising 1 step to \$33.56  
After 12,090 hours: \$33.41 rising 1 step to \$33.91  
After 14,105 hours: \$34.18 rising 1 step to \$34.69  
Unit clerk  
Starting rate: \$21.72 rising 1 step to \$21.93  
After 1,950 hours: \$22.93 rising 1 step to \$23.16  
After 3,900 hours: \$24.14 rising 1 step to \$24.38  
More than 5 years (9,750 hours): \$25.46 rising 1 step to \$25.72  
More than 10 years (19,500 hours): \$25.71 rising 1 step to \$25.97  
Therapy assistant 1  
Starting rate: \$18.11 rising 1 step to \$18.29  
After 1,950 hours: \$19.23 rising 1 step to \$19.42  
After 3,900 hours: \$20.21 rising 1 step to \$20.41  
More than 5 years (9,750 hours): \$21.65 rising 1 step to \$21.87  
More than 10 years (19,500 hours): \$21.87 rising 1 step to \$22.09

**Editor's notes:** *Bulletin boards:* Employer agrees to supply and make available to union for posting of seniority lists and union notices, 1 bulletin board at each facility to inform all employees in bargaining unit of union activities. *Compulsory in-service sessions:* For those sessions of 1 full day duration or longer where employee is attending on day off, employee will be paid applicable rate of pay for 1 day. Cost of materials and tuition for in-service session offered by the employer will be paid for by employer for those employees whose attendance is compulsory. Staff refusing to attend or complete compulsory in-service session will be immediately placed on unpaid leave of absence until they have arranged and received necessary in-service education.



# Common practice for cards to be kept by staff members

<Guest pg. 1

photo of the worker in his car in the parking lot was attached.

Management met with the worker and told him about the accusations. He immediately admitted that he had been parking his car in the lot since he started working as a valet two years previously but he said senior valets had been doing the same thing.

The hotel investigated further and found that nine valets had been using the access cards to park their cars in the guest lot. Although access cards were supposed to be turned in, it was common practice for valets to keep them, which led to cards going missing. In January, valets had been told to turn in any access

cards, but the worker had kept his and continued to use it.

The hotel terminated the worker's employment for breaching the trust it needed to employ him as a valet. The union grieved the termination.

The worker denied knowing about the procedures prohibiting personal vehicles in the lot and the union said they weren't clearly communicated. The worker said he was never told he could or couldn't do it, but he "followed the lead of the senior valets." In addition, he was surprised by the termination because he thought it would be treated differently because he admitted to parking in the guest lot and named others who did it.

The arbitrator noted that the

fact that the worker cooperated with the investigation worked in his favour, but it was difficult to believe how he could "sustain a belief that valets were authorized to park for free." Since there were complaints to the ethics line, at least some valets were aware that it wasn't allowed, the arbitrator said.

The arbitrator also found that the fact that the worker didn't turn in his card when instructed to use it, was confirmation that his conduct wasn't an "honest mistake or even bad judgment."

"The [worker] made a conscious choice to disregard two specific directions of management in order to continue benefiting from the proxy card that

gave him access to the free and very convenient parking," said the arbitrator, adding that the hotel potentially lost \$53 in revenue for each overnight period the worker parked his car for free.

The arbitrator also found that the worker never admitted that he did anything wrong and his position was that he shouldn't be faulted for doing what others were doing. The worker's "lack of acknowledgment of misconduct remains problematic and significant," the arbitrator said.

The arbitrator determined that the worker knew what he was doing and did it for an extended period of time. This made it difficult for the hotel to trust him going forward, said the arbitrator in upholding the termination.

**Reference:** Fairmont Royal York Hotel and Unite-Here, Local 75. Paula Knopf — arbitrator. Trevor Lawson for employer. Ryan White for employee. March 3, 2021. 2021 CarswellOnt 3035

# Acceptable new job not found until more than 1 year later

<Delay pg. 1

"stress affecting his mental health and capacity to deal with his responsibilities at work." The doctor's note stated that a "change of current work environment/job will definitely help his current state of health."

On June 7, the worker provided another doctor's note stating that he was "unable to work for medical reasons." The ministry contacted the worker's doctor indicating that it was committed to accommodating the worker but it needed information on his fitness for work and restrictions. The doctor replied that the worker's restrictions were "extreme worrying, unable to focus, concentrate" and recommended a different work environment. The prognosis for a return to work was "good, provided his work environment changes," said the doctor.

Two weeks later, the ministry sought clarification on the work-

er's fitness for work, noting that the information provided indicated symptoms but not restrictions. The doctor again replied with "extreme worrying, paranoia, people are out to get him at the previous office" and said the worker could immediately return to his current position "but at a new physical office."

The ministry sought further information on July 20, and the worker's doctor reported that the worker's condition was "likely long-term considering ongoing issues at this place with staff" but they were "likely temporary provided change in work environment happens soon."

On Aug. 2, an HR consultant wrote a summary of the medical reports and indicated that the worker "has a medical condition preventing him from working at the CCC."

The worker went on a previously scheduled vacation from late September until late October.

When he returned, he submitted a medical note dated Nov. 5 that recommended a trial in a different workplace.

In April 2019, the worker was offered a 0.4 position in a different court at the CCC but the worker provided a note dated April 23 stating that he needed accommodation in a different building.

The ministry's HR department started looking outside the CCC but found it difficult to find a 0.4 position. Eventually, a full-time job in a different ministry elsewhere was found, which the worker started on June 25.

The union filed a grievance arguing that the worker should have been accommodated much earlier than June 2019.

The arbitrator found that the Aug. 2, 2018, summary by the HR consultant indicated that the ministry was aware that the worker couldn't return to the CCC and the medical reports were clear on

that point. Although the ministry may have had concerns that the worker's issues weren't "strictly medical," it should have started the accommodation process then by searching for a position outside of the CCC. However, it didn't do so until April 2019 after the worker declined a position in the CCC.

The arbitrator noted that once the accommodation process began, it took nine weeks due to the scarcity of positions and the need for approval to look outside the ministry. Extrapolating that from Aug. 2, 2018, and accounting for the worker's vacation, the accommodation process could have begun on Nov. 5, 2018, said the arbitrator.

The ministry was ordered to pay damages for lost earnings from Nov. 5, 2018, to the start of the new job on June 25, 2019, plus reimbursement for the cost of four medical reports issued at the request of the ministry.

**Reference:** Alberta (Justice and Solicitor General) and AUPE. Allen Ponak — arbitrator. Shelina Mohamed-Rawji, Peggy Kemp for employer. Ralf Kuntzemann, Sophie Parsons for employee. Feb. 1, 2021. 2021 CarswellAlta 275