COLLECTIVE AGREEMENT

between:

WOOD BUFFALO HOUSING & DEVELOPMENT CORPORATION

ROTARY HOUSE

FORT McMURRAY, AB
(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1505
(hereinafter referred to as the "Union")

Effective
January 1, 2019 – December 31, 2020

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ARTICLE 1 – PURPOSE

01.01 The parties acknowledge that the primary purpose of the Employer and the Union is:

a) To promote and maintain a positive working relationship between the Employer, its employees, and the Union;

b) To recognize the mutual value of joint discussions and negotiations;

c) To encourage and promote efficiency and safety in operations and the workplace;

d) To enhance the quality of service provided at Rotary House; and

e) To maintain, encourage and promote the morale, well-being and security of all employees of the Bargaining Unit of the Union.

ARTICLE 2 – DURATION / TERMS OF AGREEMENT

02.01 This Agreement shall be in full force and effect as of the 1st of January 2019 and continue in full force and effect through the 31st day of December 2020 and from year to year thereafter except as hereinafter provided.

02.02 Either party wishing to amend this Agreement shall give notice in writing of such desire to the other party, not less than sixty (60) days and not more than one hundred and twenty days (120) prior to the anniversary date of this Agreement.

02.03 This Collective Agreement will continue in force and effect until a new Collective Agreement has been executed or until strike or lockout commences in accordance with the *Alberta Labour Relations Code.*

02.04 There shall be no strike or lockout during the term of this Collective Agreement.

ARTICLE 3 – DEFINITIONS

03.01 "Arbitration" is the process of binding resolution of outstanding grievances.

03.02 "Grievance" shall be defined as any difference of opinion between parties within this Collective Agreement regarding the interpretation, meaning, operation or application of this Agreement or a matter where an employee alleges to have been unjustly dismissed.

03.03 "Code" means the *Alberta Labour Relations Code* as amended from time to time.

03.04 "Union" means Canadian Union of Public Employees Local 1505.

03.05 "Employer" means the Wood Buffalo Housing & Development Corporation.

03.06 "Employee" shall mean a person employed by the Employer and covered by this Collective Agreement.

03.07 a) "Regular Employee" is one who works on a Full-Time or Part-Time basis on regularly scheduled shifts of a continuing nature after completing probation as defined in Article 15 (Probation) of the Collective Agreement;

b) "Full-Time" is a regular employee who works a regular schedule of eighty (80) hours bi-weekly and has completed their probationary period.

c) "Part-Time" is a regular employee who works scheduled shifts and whose hours of work are less than those specified as full time in the Hours of Work and has completed their probationary period.

d) "Casual Employee" is an employee who is employed in a position other than a Full-time or Part-time and/or is employed on a relief basis to cover a regular employee.

i. The provisions of this Agreement shall apply to Casual Employees except for the following Articles:

Article 11 - Grievance / Arbitration
Article 13 - Seniority
Article 15 - Probation
Article 16 – Transfers/Promotions/Appointments
Article 20 - Lay-Off and Recall
Article 23 – Benefits
Article 24 - Sick Leave
Article 26 - Leave of Absence
Article 27 - Maternity, Parental and Adoption Leave
Article 29 - Bereavement Leave
Article 36 - Court Leave

ARTICLE 4 – DISCRIMINATION & HARASSMENT

04.01 The Employer and the Union agree that they shall comply with all applicable legislation.

04.02 There shall be no discrimination, restrictions or coercion exercised or practiced in respect of any employee by either party by reason as outlined in the *Alberta Human Rights Act* and defined in the prohibited grounds legislation, except to the extent permitted by law as a bona fide occupational requirement nor by reason of their membership or activity in the Union.

04.03 The Employer and the Union recognize the right of all employees to be entitled to a work environment free from bullying, violence, sexual and personal harassment of any form which is physical, mental, verbal or financial, or any conduct that undermines an employees' health, morale, safety, wellbeing, job practice, or endangers an employee's employment status or potential. Complaints alleging harassment of any form, from any person, shall be treated seriously, in strict confidence, and may be addressed through the grievance procedure.

ARTICLE 5 – UNION RECOGNITION

05.01 The Employer recognizes the Union as the sole Bargaining Agent of employees listed in Schedule "A" of this Collective Agreement as outlined in the Alberta Labour Relations Board Certificate No. 53-2012 dated March 30, 2012.

05.02 During the life of the Agreement the Employer agrees not to bargain collectively with any other Labour Organization affecting employees covered by this Agreement.

05.03 The Union recognizes the responsibility of its members to perform their respective duties for the said Employer and at all times to carry out their individual responsibilities according to the regulations, methods and procedures established by the Employer consistent with all relative legislation.

05.04 No employee shall be required to make any written or verbal agreement, which may conflict with the terms of this Collective Agreement.

05.05 On a yearly basis, or as changes to the appointment arise, the Union shall provide the Employer with a written list of Union Officers and representatives elected or appointed to represent the Union. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

05.06 The Employer shall make available to the Union, on request once per year, information required by the Union (i.e. Job Descriptions, Job Classifications, Employee Status, information pertaining to pensions and benefits plans etc.) and any relevant documentation pursuant to grievance proceedings.

05.07 The Union shall be provided adequate space in the facility for posting notices and information pertaining to the Union.

05.08 It is agreed that out of scope Employees whose jobs are not contained within the Bargaining Unit shall not work in any positions which are included in the Bargaining Unit except for purposes of instruction, emergencies, or when no qualified Bargaining Unit member is available to do the work.

ARTICLE 6 – MANAGEMENT RIGHTS

06.01 The Employer reserves and retains solely and exclusively all rights to manage Rotary House and directs its workforce except to the extent that such rights are specifically restricted by this Agreement:

a) To manage Rotary House-Lodge and to provide direction of the working force, including the right: to plan, direct and control operations, to maintain the discipline and efficiency of the employees, and to require employees to observe the rules and regulations of WBHDC, to hire, promote, transfer, demote, lay off or relieve employees from duty, to discipline and discharge employees for just and reasonable cause;

b) To recruit volunteers as required to assist with certain components of operation. Volunteers will not displace any Bargaining Unit employees or their regular duties assigned;

c) The Employer agrees to be fair and reasonable in the application, administration and operation of this Collective Agreement.

ARTICLE 7 – LABOUR MANAGEMENT COMMITTEE

07.01 A Labour Management Committee shall be established within one (1) month of the signing of the Collective Agreement. The Local Union shall provide the names of up to two (2) employees and the Employer shall provide the names of up to two (2) appointed representatives to sit on the committee.

An executive representative from CUPE Local 1505 will also be a member on the Labour Management Committee.

The CUPE National Representative may also be invited to the Labour Management Committee upon giving notice to the Employer.

07.02 The functions of the Labour Management Committee:

a) are to examine and make recommendations regarding the concerns of employees relative to matters regarding employment which are not covered within this Collective Agreement;

b) are to examine and make recommendations regarding Health & Safety matters;

c) are to examine and make recommendations regarding Harassment and Sexual Harassment;

d) It is agreed that matters discussed by the Labour Management Committee will exclude Grievance/Arbitration issues covered by the Collective Agreement.

07.03 Except by mutual agreement, such meetings will take place on a quarterly basis during each year, or at the request of either party upon presentation of an agenda, during the term of the Collective Agreement.

ARTICLE 8 – CONTRACTING OUT

08.01 a) The Employer agrees to consult with the Union and to allow the Union an opportunity to express their concerns and to present alternatives prior to engaging in any contracting out where such sub-contracting, transferring, leasing, assigning or conveying of the work or services to any person, company or non-Bargaining Unit employee could result in any loss of employment or reduction of regular hours on the part of any of the employees covered by this Agreement.

b) No employee shall be laid off, discharged or lose regular hours as a result of any contracting out of any work or services.

ARTICLE 9 – MEMBERSHIP AND DEDUCTION OF UNION DUES

09.01 That all personnel specified in this Agreement shall be hired by the Employer, notification of new hires is to be sent to the Union office.

09.02 All employees who are now members of the Union or who may become members shall remain members in good standing for the duration of this contract. The Employer shall deduct initiation fees, reinstatement fees, dues and back dues upon receipt of a signed authorization by an employee on the following pay period.

09.03 All new employees, who join the Employer, shall as a condition of employment, become members of the Union immediately upon hire. The signing and completion of the Union Membership shall be the responsibility of the Union.

09.04 The Employer shall deduct from the bi-weekly regular wages of all employees covered by this Collective Agreement an amount equal to the Union dues and/or fees as established by the Union. The deductions shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 15th day of the following month in which the dues were deducted.

09.05 Deductions shall be accompanied by an electronic file statement showing a list of names, addresses, email addresses and phone numbers of the employees from whose wages the deductions have been made, the amount of Union dues and/or fees deducted from each employee and the pay period covered by the deduction, sent to the Financial Officer of CUPE Local 1505.

09.06 Any change in the monthly Union dues will be communicated to the Employer in writing and take effect the month following the notification.

09.07 The Employer will indicate any Union dues deducted on T-4 slips issued for Income Tax purposes.

ARTICLE 10 – UNION REPRESENTATIVES

10.01 The Union will notify the Employer in writing the names of the Union Representatives appointed or elected to represent the members at the worksite.

10.02 Union Representatives will obtain authorization from immediate Supervisor for time off without loss of pay to conduct Union business or Union duties. This permission will not be unreasonably withheld.

10.03 Union Representatives shall have access to the unit covered by this Agreement in the carrying out of their regular duties after first obtaining permission of the immediate Supervisor and such permission shall not be unreasonably withheld.

10.04 The Employer will pay for two (2) designated employees to be part of the bargaining committee. Bargaining committee members shall be paid as per their regular scheduled shift including those employees working night shift prior to a negotiating meeting. Members not scheduled, participate in negotiations voluntarily.

10.05 Union Representatives shall suffer no loss in pay for reasonable time spent on the Employer's premises in performing their duties. Union Representatives shall obtain prior permission from their Supervisor or Manager before leaving their work to perform duties as a Union Representative, including advising of the time required, and will conduct these duties in a timely manner. When the duties are conducted solely between the Union Representative and the employee, a maximum of thirty (30) minutes will be paid.

10.06 The employee shall have the right to have assistance of Representatives of CUPE when dealing with matters arising out of this Agreement. Upon reasonable advance notice and provided there is no disruption of work or service, the representatives shall have access to the Employer's premises.

ARTICLE 11 – GRIEVANCE/ARBITRATION

11.01 Grievance Definitions

a) A grievance shall be defined as any difference arising out of an interpretation, application, administration, or alleged violation of this Collective Agreement.

b) Grievances shall be either:

i. Individual Grievances relating to or affecting a specific employee or employees individually or;

ii. Policy Grievance relating to a question of general application or interpretation or affecting more than one (1) employee. Policy grievances must be filed by the Union within thirty (30) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence. A policy grievance may be submitted at Step 3.

11.02 Authorized Representatives

An employee may have the assistance of a Union representative at any time during the grievance and arbitration procedure.

11.03 Time Limits

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days.

11.04 Mandatory Conditions

a) Should the employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.

b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.

c) During any and all grievance proceedings, the employee shall continue to perform duties, except in cases of suspension or dismissal.

d) A suspension or dismissal grievance shall commence at Step 2.

11.05 Steps in the Grievance Procedure

a) Step 1 - An employee who has a grievance shall, within ten (10) days of the date they become aware of, or reasonably should have become aware of, the occurrence which lead to the grievance, discuss the matter with the immediate Supervisor and attempt to resolve the grievance at this stage. The immediate Supervisor shall advise the employee in writing of their decision within ten (10) days of the employee first making them aware of the matter. In the event that it is not resolved to the satisfaction of the employee, it may be advanced in accordance with the following steps.

b) Step 2 - If the grievance is not resolved at Step 1 above, within fourteen (14) days of the decision of the immediate Supervisor, it shall be forwarded, in writing, by the Union, stating the nature of the grievance and the redress sought, to the Manager or designated representative who shall hold a meeting and reply in writing within fourteen (14) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

c) Step 3 - If the grievance is not resolved at Step 2 above, within fourteen (14) days of the reply from the Manager or designated representative, the Union shall submit the grievance in writing to the President of the Corporation. The President of the Corporation shall hold a hearing within fourteen (14) days of receipt of the grievance. The President of the Corporation shall render a written decision within fourteen (14) days of the date of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to arbitration.

11.06 Replies in Writing

The Employer's representative for each step of the grievance procedure shall be required to meet with the griever and a Union representative before rendering their decision in writing.

Replies to grievances shall be in writing at all stages.

11.07 Facilities for Grievance

The Employer shall supply the necessary facilities for joint grievance meetings.

11.08 Arbitration

a) Either party wishing to submit a grievance to arbitration shall, within thirty (30) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its intention to do so.

b) Within fourteen (14) days of receipt of notification provided for as above, the party receiving the notice shall enter discussions with the other party in an effort to select a single Arbitrator.

c) If the parties cannot agree on an Arbitrator within the fourteen (14) days after receiving the notice, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the Alberta Labour Relations Code.

d) The Arbitrator shall hear and determine the difference and shall issue an award, in writing, and the decision is final and binding upon the parties and upon the employee(s) affected by it.

e) The arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.

f) The fees and expenses of the Arbitrator shall be borne equally by the two (2) parties to the dispute.

g) Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision.

ARTICLE 12 – DISCIPLINE

12.01 There shall be no discipline or dismissal except for just cause.

12.02 Written warning notices may be given to employees for poor conduct, unsatisfactory job performance or infractions of the Employer's rules, regulations and/or policies. The Employer will ensure that such rules, regulations or policies are applied in a fair and reasonable manner.

12.03 When the Employer deems it necessary to discipline an employee, progressive discipline shall be used in applying such rules, regulations or policies and the Employer will act on the matter within ten (10) working days from when they became aware of it.

Where disciplinary action cannot be determined within this time period, the Employer shall inform the employee and Union in writing within ten (10) working days of the alleged incident or misdemeanor, of its intent to investigate the matter and that further action may be taken.

Such further action must be taken as soon as reasonably possible and in any event, no longer than sixty (60) calendar days of the event that initiated the investigation, unless mutually agreed by the Union and the Employer, because of extenuating circumstances. If no discipline is applied within this time, the notice of investigation is deemed withdrawn.

12.04 A copy of all discipline shall be provided to the Union and the employee.

12.05 In the absence of a waiver of representation, the Employer shall not meet with an employee without Union representation when the meeting with the employee is for the purpose of discipline or dismissal.

The Employer shall inform the employee of this right to have a Union Representative present.

If an employee chooses not to have Union Representation at a meeting of a disciplinary nature, they must first sign a "Waiver of Representation" with a Union Representative before the meeting with the Employer.

12.06 After twelve (12) months without additional offences, prior discipline will be removed from the employee's file and considered void.

12.07 Nothing in the foregoing prevents the Employer from pursuing the employee's immediate suspension without pay or immediate dismissal without notice, or pay in lieu of notice, for just cause subject to the grievance procedure.

12.08 Personnel File

The Employer will make an employee aware, in writing, of anything placed in the employee's personnel file that may adversely affect the employee's standing with the Employer.

Upon the employee giving the Employer at least one (1) days' notice, an employee shall be provided access to their personnel file and upon the employee's request, a copy of the file shall be provided. An employee may give a Union Representative written authority to review, access and/or obtain a copy of their personnel file.

The employee shall have the right to respond in writing to any document contained in the personnel file. Such replies shall become part of the employee's personnel file.

ARTICLE 13 – SENIORITY

13.01 For regular employees, seniority shall be determined by employee's last date of hire.

13.02 Casual employees do accumulate seniority based on date of hire but will be offered shift coverage on a rotational basis to allow for equitable distribution of shifts.

13.03 Senior employees, in years of service, shall have preference of retaining their jobs, provided merit and ability are sufficient, when a reduction of staff takes place.

13.04 Senior employees, in years of service, have the preference for promotion to preferred or higher paid jobs when promotions are made or vacancies occur within the staff covered by this Agreement, unless such senior employees prove unable to properly handle such jobs because of inefficiency or other causes.

13.05 An employee shall lose their seniority and be considered terminated when:

a) An employee is dismissed by the Employer for just and reasonable cause. This must be in writing;

b) An employee voluntarily leaves the service of the Employer, must be given in writing;

c) An employee is absent from work in excess of twenty-four (24) consecutive hours from first scheduled shift without sufficient cause or without notifying the Employer unless such notice was not reasonably possible;

d) An employee has been continually laid off due to lack of work for period of eighteen (18) months.

13.06 Seniority shall not accrue when an employee is:

a) On layoff;

b) On an unpaid leave of absence during which they are in receipt of benefits through the long-term disability plan; or

c) On other leaves of absence in excess of thirty (30) calendar days that are not protected by the Alberta Employment Standards;

13.07 The Employer shall maintain a seniority list showing each employee's seniority. An up-to-date seniority list shall be sent to the Union and provided to each employee in January and June of each year.

ARTICLE 14 – JOB POSTINGS

14.01 When a vacancy occurs, which Management determines it is necessary to fill, or a new position is created in any classification, the Employer shall post notice of the vacancy for seven (7) days before filling the position. Applicants can be from inside or outside the Bargaining Unit. Such positions shall be filled by the applicant who best meets all of the requirements of the job as described in the notice of vacancy in accordance with Article 14.02 (a) – 14.02 (e).

a) In making selections to fill posted vacancies or a new position first consideration shall be given to employees in the Bargaining Unit.

b) If two or more internal applicants equally meet the requirements of the job as described in Article 14.02, preference will be given to the most senior applicant from within the Bargaining Unit.

c) Outside applicants will only be hired if no internal applicant meets the necessary qualifications.

14.02 The notice shall contain the following information:

a) the nature of the position;
b) qualifications;
c) required knowledge and education;
d) experience;
e) skills;
f) hours of work; and,
g) wages shall be subject to the current Collective Agreement for the position posted.

14.03 All applicants for vacant positions shall be made in writing to the Employer.

14.04 New employees shall, at their own expense, provide the Employer with a satisfactory Criminal Record Check prior to their first day of employment.

14.05 Failure of the employee to provide, or failure of the Criminal Record Check, shall result in termination.

14.06 The Union shall be notified in writing of all job postings, new hires, appointments and transfers.

ARTICLE 15 – PROBATION

15.01 New employees shall serve one (1) probation period of five hundred and twenty (520) hours worked, which is equivalent to three (3) months for full-time employees. No employee will be required to serve a probationary period of greater than five (5) months in duration.

15.02 New employees will be required to consent to and provide a satisfactory criminal record check at their own expense prior to their first day of work. In the event an employee fails to provide the satisfactory criminal record check prior to the first day of employment, without substantiated justification, such failure shall result in immediate termination of their employment.

15.03 The Employer has the right to terminate the employment of a probationary employee at any time for any reason during the probationary period without notice or payment in lieu of notice. Such termination may be subject to the grievance procedure. However, the decision of the President of the Corporation will be final and binding upon the Union and the employee. There will be no recourse to Arbitration unless the Employer's decision to terminate was arbitrary, made in bad faith or discriminatory.

15.04 In the Event the Employer intends to extend an employee's probation period, the Employer will complete a performance evaluation prior to the end of the probation period in accordance with Article 15.01 and notify the Union and the employee of the reasons for the extension. The Probationary period may be extended up to an additional two (2) months. If an employee is terminated during such an extension of the probationary period according to Article 15.03, the employee will be entitled to one-week notice or payment lieu of the notice.

15.05 If a probationary employee is transferred to another classification, they will be required to complete the three (3) month trial period in the new classification as contemplated in Article 16.02.

ARTICLE 16 – TRANSFERS, PROMOTIONS AND APPOINTMENTS

16.01 If a temporary F/T or P/T position becomes available because the original employee will be off work for thirty (30) days or more, the position must be posted. The position is granted to the employee who applies for the position and meets the established requirements in the job description.

If more than one employee meets the requirements, then the position will be granted to the employee with the most seniority who applies for that position.

If the temporary position is for a term of less than thirty (30) days, the position shall be filled by casual staff in accordance with article 13.02.

16.02 Any appointments, promotions or transfers within the Bargaining Unit shall be on a trial basis. The appointed employee will be given a five hundred and twenty (520) hour or three (3) calendar month trial period in order to demonstrate their ability to perform the new tasks to the satisfaction of the Employer. The Employer shall provide an evaluation of the employee prior to the completion of the trial period. An employee who fails to demonstrate the ability to perform the job or who chooses not to retain the position shall be returned to their former position and wage rate with no loss of seniority.

16.03 When an employee is temporarily transferred to a lower classification job to meet the Employer's operational requirements while work is still available for them at their regular position, the employee shall receive the wage rate for their regular position. When due to shortage of work, an employee is transferred to a lower classification position as an alternative to layoff or discharge; the employee shall receive the wage rate for the lower classification position effective the day following the transfer.

16.04 a) When an employee is temporarily transferred to a higher classification position, they shall receive the wage rate for the higher classification for the hours worked at the higher classification. A temporary transfer shall not normally exceed thirty (30) days after which the employee shall either revert to their previous classification or transfer permanently to the new classification position, except where the employee is substituting for an employee absent for reasons of sickness, accident, vacation or other approved absence in which case the temporary transfer may be extend for a longer period.

b) When an employee is temporarily transferred to a position outside of the Bargaining Unit, the employee shall continue to accrue seniority, sick leave, vacation as well as the remaining benefits contained within the Collective Agreement and shall continue to pay Union dues.

ARTICLE 17 – JOB CLASSIFICATION

17.01 The Employer agrees to provide each employee with a specific classification job description and a copy will be sent to the Union office.

17.02 Where the Employer creates a new classification, or where the duties of an existing classification are so as to substantially change the nature of the work being performed, the Union shall be advised of the proposed change in writing with at least thirty (30) days' notice of intended changes implementation date.
The parties shall meet and negotiate a rate of pay for the new or a substantially altered classification. If the matter cannot be resolved, it may be submitted to an Arbitration Board in accordance with the Grievance Procedure for a final decision.

ARTICLE 18 – HOURS OF WORK

18.01 Hours of work for Full-Time Employees shall be:

Eight (8) hours per day and/or twelve (12) hours per day to a maximum of eighty (80) paid hours over a fourteen (14) day period.

18.02 a) Employees who work 8 hours per day shall be entitled to:

i. one (1) paid meal period of 30 minutes, and
ii. two (2) paid rest periods of 15 minutes each.

b) Employees who work 12 hours per day shall be entitled to:

i. two (2) paid 30-minute break periods, and
ii. two (2) paid rest periods of 15 minutes each.

The Employer requires employees to remain at Rotary House during rest periods and meal breaks.

18.03 a) Schedules shall be posted a minimum of five (5) days in advance except where an emergency or special circumstances may prevent such postings.

b) Changes to the shift schedule shall be given to the affected employee(s) in writing a minimum of 24 hours in advance except where emergency or special circumstances may prevent such notice.

18.04 Casual employees shall not be utilized to build monthly schedules.

18.05 a) Regular employees may exchange shifts and/or give away shifts to other regular qualified employees at Rotary House, provided that:

i. the exchange and/or shift acceptance is agreed to, in writing, between affected employees;

ii. prior written approval of such exchange has been given by the Employer;

iii. Employees may exchange/give away up to a maximum of fifteen (15) shifts in a year;

iv. The shift exchange must occur within 2 pay periods; and

v. Cooks may only exchange shifts and/or give away shifts within their own classification.

c) Such exchange shall be recorded on the shift schedule.

d) Such exchange shall not be deemed a violation of the provisions of this Agreement and the provisions regarding notice of shift changes shall be deemed waived.

e) The overtime provisions of this Agreement are waived in circumstances of a shift exchange or where a shift is given to an employee.

f) An employee who otherwise would not have been entitled to statutory holiday pay shall not be entitled to such pay by virtue of a shift exchange.

g) The employee is to provide the Manager with a minimum of seven (7) days' notice in writing. Such request shall not be unreasonably denied.

h) If an employee is called in and arrives at the worksite for a shift the employee will receive a minimum three (3) hours paid work.

18.06 For the purpose of this Article, a day shall be any twenty-four (24) hour period calculated from the time that the employee commences the scheduled shift.

18.07 Banking Extra worked hours (not overtime)

a) Regular employees may bank any extra hours worked over their normal scheduled hours to a maximum of twenty-four (24) hours in any calendar year. Any accumulated banked hours prior to December 1st of any year must be scheduled prior to December 1st and taken prior to December 31st of that year or shall be paid out.

b) The time shall be taken at a later date mutually agreeable to the Employer and the employee.

c) The employees may not utilize the hours banked to take more than two (2) consecutive days off of work; and

d) An employee may request banked time to be paid out at any time during the year by giving the Employer one (1) pay period notice prior to the date of the payout.

ARTICLE 19 – PAYMENT OF WAGES

19.01 Employees shall be paid according to Schedule "A" bi-weekly.

19.02 Employee must complete electronic time sheets in Dayforce and have them authorized by Management. Management will inform the employee at the earliest convenience of any changes on the time sheet Management will notify the employee when the changes are visible on Dayforce.

19.03 Casual employees who are offered less than forty (40) hours in a month shall receive a thirty-dollar ($30.00) incentive bonus for all months in which less than forty (40) hours are worked.

19.04 Notwithstanding other premiums, night Premium shall be paid in the amount of two ($2.00) dollars per hour for night shift worked (7:30pm – 7:30am).

19.05 Notwithstanding other premiums, weekend Premium shall be paid in the amount of two dollars ($2.00) per hour for work performed on Saturday and/or Sunday. (For nightshift this premium shall apply to the shift starting Friday evening and/or Saturday evening).

19.06 Overtime

a) Employees shall receive overtime in excess of and in conjunction with the full-time employee's regularly scheduled shift as defined in Article 18 of this Agreement;

b) All overtime will be paid at 1 ½ times the employee's hourly rate;

c) Management must authorize all overtime. Authorization by the Employer for overtime after the fact shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances under which it would be impossible to obtain prior authorization.

d) Overtime shall be distributed in an equitable basis. If no Casual Employee is available to fill the shift, it will be offered to the employee within the same classification on a rotation basis in order of seniority.

The first person on the list shall have the first opportunity and whether they accept, decline or are unavailable shall be deemed to have had their opportunity.

19.07 No employee shall be required to take time off in lieu of being paid overtime. However, an employee may bank time off in lieu of being paid overtime, at the applicable overtime rates subject to the following:

a) Such time off shall be granted based on the overtime rate when banked. The total number of overtime hours banked and taken is not to exceed twenty-seven (27) hours (i.e. forty (40) straight time hours) in any calendar year. Any overtime accumulated prior to December 1st of any year must be scheduled prior to December 1st and taken prior to December 31st of that year or shall be paid out.

b) The time shall be taken at a later date mutually agreeable to the Employer and the employee.

c) The employees may not utilize the hours banked to take more than three (3) consecutive days off of work; and

d) An employee may request banked overtime to be paid out at any time during the year by giving the Employer one (1) pay period notice prior to the date of the payout.

ARTICLE 20 – LAY-OFF AND RECALL

20.01 A lay off shall be defined as a temporary severance of the employment relationship, or a permanent reduction of the work force.

20.02 Seniority shall not accumulate during time of layoff.

20.03 When regular employees are to be laid off, the employee in the classification with the least amount of seniority will be laid off first.

a) When the Employer eliminates regular positions, the following conditions will apply:

i. A regular employee subject to layoff will first be offered any available regular vacancy for which the employee has the required qualifications. The employee will have a maximum of five (5) working days to accept or reject the vacancy.

ii. If there are no regular vacancies available for which the employee has the required qualifications, the employee may select a regular position held by a less senior employee if they have the required qualifications.

iii. Failing success in a) i. and ii., the regular employee will be laid off and placed on the recall list for regular positions and recalled in order of seniority.

iv. A regular employee on recall who has the required qualifications will be offered casual shifts with the rotation based on hire date.

20.04 The most senior employee laid off who has the required qualifications will be the first recalled to a permanent position, provided they have retained their accrued seniority as per Article 15.

a) An employee who refuses to accept a position that is relatively equivalent to the position they held prior to lay off, or fails to report within ten (10) working days of the date the position was offered to them, will be struck from the recall list and all obligations towards them shall end.

b) An employee who is laid off is responsible for advising the Employer and Union Office, in writing, of any change of address or telephone number.

c) Should the Employer be unable to contact a laid off employee by telephone within forty-eight (48) hours of the first attempt to contact them, the next laid off employee will be contacted and offered the position. The first employee will be contacted by double registered mail to the last known address. Should the employee fail to contact the Employer within ten (10) working days of receipt of the letter, or, should the employee's address no longer be valid, the employee will be struck from the recall list, and all obligations towards them shall end.

d) No Regular Employees shall be hired until those laid off who have the required qualifications to fill the position available have been given the opportunity of recall.

20.05 a) The right to recall shall continue for a period of eighteen (18) months after which time the employment relationship shall be terminated.

b) When employment is terminated in accordance with this Article, or for any other reason without just cause, the following termination pay shall be payable based on an amount equal to the wages the employee would have earned if the employee had worked applicable termination notice periods as follows:

i. One week, if the employee has been employed by the Employer for more than three (3) months but less than two (2) years;

ii. Two (2) weeks if the employee has been employed by the Employer for two (2) years or more but less than four (4) years;

iii. Four (4) weeks if the employee has been employed by the Employer four (4) years or more but less than six (6) years;

iv. Five (5) weeks if the employee has been employed by the Employer for six (6) years or more but less than eight (8) years;

v. Six (6) weeks if the employee has been employed by the Employer for eight (8) years or more but less than ten (10) years; or

vi. Eight (8) weeks if the employee has been employed by the Employer for ten (10) years or more.

If at any time during the term of this Collective Agreement the notice periods outlined in Article 20.05 (b) are less than the minimum requirements of the *Employment Standards Code,* as amended from time to time, will apply.

20.06 The employee will provide the Employer with two (2) weeks written notice when resigning from their position with the Employer.

ARTICLE 21 – GENERAL HOLIDAYS

21.01 Employer recognizes the following holidays as General Holidays:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Heritage Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

And will include any other General Holidays to comply with the Government of Alberta.

21.02 a) All regular employees who work a General Holiday are entitled to two and a half (2½) Times their regular rate of pay.

b) Regular employees who do not work the General Holiday are entitled to receive General Holiday pay unless:

i. The employee doesn't work on a General Holiday but is required or scheduled to do so, or

ii. is absent from employment without the consent of the Employer on the employee's last regular working day preceding, or the first regular working day after, the general holiday.

c) Average daily wage is calculated at five percent (5%) of the wages, general holiday pay and vacation pay in the four (4) weeks immediately preceding the General Holiday for each employee.

d) For Regular Employees, where the General Holiday falls on an employee's regularly scheduled day off work, the employee shall be paid for that day. Their pay shall be based on their basic rate of pay for the regular hours as per Article 18. If there is a difference in the daily hours of work, or if there is uncertainty as to the amount of hours to be paid, the General Holiday pay shall be paid the average daily wage.

e) A regular employee, who is on annual vacation, is entitled to receive General Holiday Pay,

i. and no vacation hours shall be deducted from their vacation bank,

f) Employees on an unpaid leave of absence are entitled to the average daily wage. If the employee has not worked in the four (4) weeks preceding the holiday, they are not entitled to general holiday pay.

21.03 Employees will not receive General Holiday pay while:

a) on layoff; or

b) in receipt of compensation from the Worker's Compensation Board; or

c) an unpaid absence during which they are in receipt of weekly indemnity as provided for by the Long-Term Disability Income Insurance Plan; or

d) on other leaves of absence in excess of thirty (30) calendar days for any reason;

e) an employee absent from work in accordance with this Article shall not be entitled to;

i. a day off with pay; or

ii. payment in lieu thereof; for the aforementioned General Holidays.

21.04 Casual employees shall be paid one and one half (1½) times their basic rate of pay for all hours worked on a General Holiday.

Casual employees shall also be paid the average daily wage on the same pay period in which the General Holiday falls.

ARTICLE 22 – VACATION

22.01 Regular Full-Time Employees (2080 hours or more) shall earn annual vacation with pay based on years of Continuous Service, as follows:

- during first two (2) years of continuous service – two (2) weeks;
- after completing two (2) years of continuous service – three (3) weeks;
- after completing six (6) years of continuous service – four (4) weeks;
- after completing ten (10) years of continuous service – five (5) weeks.
- after completing fifteen (15) years of continuous service – six (6) weeks.

An employee's years of service shall be calculated according to the employee's anniversary date.

22.02 Regular Part-Time Employees and Casual Employees shall earn annual vacation with pay based on years of Continuous Service, as follows:

- during first two (2) years of continuous service – 4% of regular earnings;
- after completing two (2) years of continuous service – 6% of regular earnings;
- after completing six (6) years of continuous service – 8% of regular earnings;
- after completing ten (10) years of continuous service – 10% of regular earnings.
- after completing fifteen (15) years of continuous service – 12% of regular earnings.

An employee's years of service shall be calculated accordingly to the employee's anniversary date.

22.03 Vacation schedule will be done as per the Scheduling Policy – "Schedule B".

22.04 It is understood that for the purpose of Article 22.02 regular earnings for Regular Part-Time Employees shall include the regular scheduled shifts of the employee while they are taking vacation time.

22.05 Vacation pay for Regular Employees will be accrued at the accrual rate above based on regular hours paid.

22.06 Vacation pay will be paid to Casual Employees as it is earned, on all regular earnings.

22.07 Vacation entitlement shall be taken in the year it is earned (Jan 1 – Dec 31) with the exception of employees who are serving probation in accordance with Article 15 who cannot take vacation until they have successfully completed probation. Employees may request the ability to carry vacation to

the next year for justifiable reasons at the discretion of management. Such request shall not be unreasonably denied.

22.08 Vacation with pay shall not accrue during periods while the employee is:

a) on lay off;

b) on unpaid absence, following the exhaustion of employee's sick leave bank, while in receipt of weekly indemnity as provided for by the Long-Term Insurance Plan;

c) in receipt of compensation from Workers' Compensation Board; or

d) on leave of absence in excess of thirty (30) calendar days for any reason.

22.09 Upon termination, employees shall receive vacation pay based upon the vacation entitlement earned up to date of termination.

22.10 An employee is not entitled to take vacation days which have not yet accrued.

ARTICLE 23 – BENEFITS

23.01 Regular Full-Time Employees shall be eligible to participate in the Health Benefit Program after three (3) continuous months of service.

23.02 Regular Part-Time Employees working more than 20 hours per week may participate in the Benefits Program after completing their Probationary Period in accordance with Article 15.

23.03 Group Life Insurance and Long-Term Disability benefits are mandatory after the completion of the Probationary Period.

23.04 In addition to the Canada Pension Plan, every Regular Full-time Employee shall join the Local Authorities Pension Plan and employees and the Employer shall make contributions to such plan in accordance with the provisions of the plan. Regular Part-time Employees who regularly work more than 14 hours but less than 30 hours per week have the option to join the Local Authorities Pension Plan.

23.05 Notwithstanding Article 23.04, employees will not be eligible to participate in the Local Authorities Pension Plan until they have completed one (1) year of service.

23.06 The Employer shall pay:

a) One hundred percent (100%) of the premium cost for the Dental Plan;

b) One hundred percent (100%) of the premium cost for all employees for the Group Life Insurance Plan;

c) One hundred percent (100%) of the premium for the Extended Health Plan; and

d) One hundred percent (100%) of the premium cost for Dependent Life;

e) One hundred percent (100%) of the premiums cost for Alberta Health Care Premiums;

f) One hundred percent (100%) of the premium cost for Long-term Disability Benefit Plan.

23.07 The Employer reserves the right to change plans and insurers provided the level of coverage does not fall below current levels.

23.08 The Union shall be notified in writing with two (2) weeks advance notice of any proposed changes to health benefit contracts, policies, or any other agreements with the insurance underwriter.

23.09 The decision to extend coverage for any particular claim rests exclusively with the benefit provider and, where the Employer has complied with all of their requirements regarding a claim, such decision will not be the subject of the Grievance or Arbitration process.

23.10 The Employer reserves the right to identify specific job requirements as being compulsory for employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The following mandatory programs shall be provided to employees on an annual basis:

b) Fire, evacuation and disaster procedures

c) Workplace Hazardous Materials Information System (WHMIS)

d) Standard First Aid to be renewed every three years.

23.11 Employees will make their best efforts to schedule the programs identified in Article 23.10 on their scheduled day off. The employee will be paid for the time required to take the course at their regular rate of pay.

23.12 The Employer will provide four (4) short sleeve button up shirts or scrubs, gloves, nametag and a yearly clothing allowance of Seventy-Five ($75) dollars to all RSAs. The Employer will provide gloves, nametags and an annual $250.00 uniform and cleaning allowance from which the housekeeping employees are required to purchase necessary uniforms of a colour agreed to by the Employer. Regular Kitchen employees will receive an annual $275.00 uniform allowance from which they are to purchase appropriate uniforms. The above payments will be made by the first pay period of April of each year. The above allowance will be paid to new employees upon successful completion of the probationary period.

23.13 a) The Employer recognizes the value of continuing in-service education for employees working at Rotary House and that the responsibility for such continuing education lies, not only with the individual, but also with the Employer. Upon hire, an education incentive of One Dollar ($1.00) per hour will be awarded to all employees who have provided certification applicable to their classification and on an ongoing basis have evidence of annually attending a minimum of three (3) "In-Service" and other ongoing education sessions or served two (2) years of continuous service within their classification and evidence annually of attending a minimum of three (3) "In-Service" and other ongoing education sessions.

b) The Employer will provide seven (7) "In-Service" education dates per year. The Manager will keep a record of all attendees at these education sessions and will review with the employees during their annual performance appraisal. Failure to receive a satisfactory review of such participation shall result in a loss of this incentive.

c) The Employer will make every effort to schedule these sessions so all employees are able to attend the minimum number of sessions. Employees not scheduled to work who attend "In Service" meetings shall be paid at straight time for attending with a minimum of one (1) hour and half-hour increments thereafter. The Union will be notified of annual evaluations.

ARTICLE 24 – SICK LEAVE

24.01 Sick Leave Defined

Sick Leave benefits are provided by the Employer to protect the employee in the event of an unavoidable illness or injury not covered by Workers' Compensation or until eligible for Long Term Disability. To include any doctor's appointments in or out of town.

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, quarantined as a result of exposure to a contagious disease or under examination or treatment, of a qualified medical practitioner.

24.02 All Regular Employees having served their probationary period, shall accrue sick leave at the one-and-one-half (1½) days per month to a maximum of eighteen (18) days per year. Any unused sick leave will accrue to a maximum sick bank of nine hundred (900) hours.

24.03 If an employee is absent for bona fide sickness, or because of a compensable injury by accident or Worker's Compensation Board, those days are to be counted for the purpose of calculating an employee's seniority.

24.04 Sick leave credits will be accumulated up to a maximum credit of nine hundred (900) hours provided however, that an employee shall not be entitled to use sick leave credit prior to the completion of their probationary period as per Article 15.

24.05 Sick leave credits shall not accrue during a period of absence in excess of one (1) month in the case of:

a) illness;

b) injury;

c) lay-off;

d) leave of absence; except for Union Leave or

e) periods while in receipt of compensation from the Workers' Compensation Board. (Subject to Article 25.02 (b).

The Union will reimburse the Employer for sick leave credits earned during Union Leave of more

than one (1) month upon the employee's return to work.

24.06 When an employee has accrued the maximum sick leave credits the employee shall no longer accrue sick leave credits until such time as the employee's total accumulation is reduced below the maximum. At that time, the employee shall commence accumulating sick leave credits up to the maximum once more.

24.07 If an employee requires time off for the purpose of attending dental, physiotherapy, optical or medical appointments, provided the employee has been given prior authorization by the Employer to do so, such absence shall be charged against the employee's accumulated sick leave credits. employees may be required to submit satisfactory proof of such appointments.

24.08 Sick pay shall be at the employee's regular rate of pay and all days shall be deducted from the employee's sick leave credit accumulation. If the employee is absent for less than one full day, the deduction shall be for the number of hours the employee is absent.

24.09 a) Employees reporting sick shall advise the Employer at least three (3) hours before the commencement of their scheduled shift. The employee will call the on-call phone to state they won't be reporting to work, if there is no answer a left message will be sufficient. The employee will be considered absent and will lose that days' pay for failing to do so. Where, however, it is established that, due to the nature of the sickness, it was impossible for an employee to notify the Employer in advance, the employee will be granted the sick leave credits.

b) Where employees are aware that they will be absent from work for more than three (3) days, they shall advise the Employer in writing.

c) In the event an employee becomes ill during the course of a shift and is unable to complete the shift, the employees shall, subject to an emergency, immediately notify the Employer and obtain consent to leave prior to departing the workplace. Such consent shall not be unreasonably denied.

24.10 Proof of illness will be required for an absence of three (3) or more days. Proof of illness may be requested from an employee after one day with reasonable cause. Where proof of illness is requested, the Employer will reimburse the employee to a maximum of three (3) doctor's visits in a twelve (12) month period. Proof of payment by the employee is required for reimbursement.

24.11 Sick leave will not be paid in respect of any illness or injury, which is incurred during the period of a scheduled vacation once the vacation leave, has commenced except in circumstances involving hospitalization. In the event that illness or injury prevents the employee from resuming their duties at the conclusion of the vacation period, and the employee has substantiated their claim for sick leave, income continuance thereafter will be in accordance with the provisions of this Agreement.

24.12 An employee that is on Long Term Disability or has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on a leave of absence without pay for the duration of the illness.

The employee on such leave will have the option to continue on the Employer's benefit plan. The plan(s) must continue intact. The employee will be solely responsible for paying the health premium costs while the employee is on Long Term Disability. The premiums are due on the first day of each month and if not paid within 30 days, the employee will be terminated from the health plan(s).

The employee is required to provide the Employer with documentation from their physician, describing the employee's ability to return to work. Such documentation shall be provided to the Employer on a monthly basis except where the employee has previously provided documentation stating they will be unable to return to work for a period in excess of one (1) month, they shall only be required to provide documentation upon the expiration of any such period.
When on LTD the employee shall also provide the Employer with no less than fourteen (14) days written notice of their readiness to return to work. Article 18.03 will not apply to changes to the shift schedule, which become necessary to return such an employee to work.

24.13 An employee who is on sick leave is not permitted to be gainfully employed during the period.

24.14 An employee who is found to be abusing sick leave may be subject to disciplinary action, up to and including dismissal for just cause.

24.15 Employees shall make their best efforts to schedule medical appointments for days on which they are not scheduled to work.

24.16 In extreme circumstances where it is necessary to do so, the Employer may require that an employee be examined by an independent medical practitioner where:

a) There is prolonged frequent absence from work due to illness;

b) There is apparent misuse of sick leave; or

c) There is grave concern about the employee's ability to satisfactorily perform the required duties, due to disability or illness.

24.17 Leave with pay may be granted to an employee in unforeseen circumstances. The employee may use time from their sick bank, to a maximum of 40 hours per calendar year. Personal days cannot be used as vacation days, or to further supplement approved vacation days.

24.18 When out-of-town medical appointments, examinations or treatments are necessary, employees will be granted two (2) sick days per appointment, with prior authorization. It is the expectation that the employee will provide 7 days' notice, unless extenuating circumstances exist. Proof of documentation may be required at Managements request.

24.19 Duty to Accommodate

The Employer, employees and the Union recognize the duty to accommodate under the Alberta Human Rights Act. Reasonable efforts will be made to find suitable accommodations at the workplace in conjunction with the Act. Nothing in this Agreement shall preclude the Employer or the Union from accommodating employees.

ARTICLE 25 – WORKERS' COMPENSATION BENEFITS

25.01 a) An employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act,* shall receive compensation benefits directly from the Workers' Compensation Board for periods of disability extending past the date that the accident occurred;

b) If an employee is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer, the employee shall receive their basic rate of pay for the remainder of their shift.

25.02 An employee receiving compensation benefits pursuant to Article 25.01 shall be deemed to be on Workers' Compensation leave and shall:

a) Remain in the continuous service of the Employer;

b) Cease to earn sick leave after the first ten (10) days of Workers' Compensation leave;

c) Not be entitled to statutory holidays with pay falling within the period of Workers' Compensation leave; and

d) Shall be required to pay the benefit premiums to the Employer on a monthly basis in order to continue their coverage of such benefits.

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

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

b) Incapable of performing the duties of any position, may make application for any benefits or entitlements for which they may be eligible under the Sick Leave provisions or the Benefits provisions, in accordance with Articles 24 and 23.

ARTICLE 26 – LEAVE OF ABSENCE

26.01 A leave of absence is any leave other than those outlined elsewhere in this Collective Agreement and may, in special circumstances, be granted:

a) Where the request for a leave is submitted to the Employer in writing and includes information regarding the purpose of the leave, the duration of the leave and the expected date of return to work;

b) When notice is provided at least one (1) week prior to the requested starting date of leave for a Leave of Absence up to one (1) month;
c) When notice is provided at least one (1) month prior to the requested starting date of leave for a Leave of Absence up to one (1) month;

d) For reasons acceptable to the Employer;

e) On a without pay or benefits basis;

f) Provided all vacation time is exhausted; except for circumstances where vacation has previously been approved by management.
g) Notwithstanding Article 26.01 (e), subject to eligibility according to the benefit carrier, employees may choose to continue their benefits by pre-paying 100% of the premium cost to the Employer at the commencement of the leave if such leave is to be thirty (30) days or longer.

26.02 Notice of the intention to return to work must be given to the Employer at least fourteen (14) days prior to the date of return if the date of return is earlier than that specified in Article 26.01 (a). In the case of an employee request to return to work on a date earlier than that specified in Article 26.01(a), allowing an earlier return as requested shall be at the discretion of the Employer. Failure to return from a leave of absence on the date specified, either in accordance with Article 26.01 (a) or Article 26.02, shall terminate employment unless unforeseen circumstances prevented the employee from returning to work.

26.03 During the course of the leave of absence all entitlements accumulated at the time of departing on leave shall be suspended and remain intact. The employee shall not, however, accrue any further entitlement during the period of the leave, unless otherwise prescribed in the Agreement or Legislation.

26.04 An employee who is on leave of absence pursuant to this Article is not permitted to be gainfully employed during this period.

26.05 Leave of Absence Without Pay

Leave of absence, on a without pay basis, may be granted by the Employer, not to be unreasonably denied, provided all vacation time is exhausted, except for circumstances where vacation has previously been approved by management.

ARTICLE 27 – MATERNITY AND PARENTAL LEAVE

27.01 Maternity and Parental Leave

Maternity and parental leave benefits shall be granted in accordance with the *Employment Standards Code of Alberta*.

a) While an employee is on maternity or parental leave, no vacation time will accrue, nor will the employee be eligible for statutory holiday pay or credit;

b) An employee must give their Manager at least four (4) weeks written notice of the date on which they wish to resume employment, or resign;

c) An employee will inform the Employer of their decision to take either Standard or Extended parental benefits, as per the Employment Standards Code, and indicate a return to work date.

- The employee will be responsible for all benefits including the Employer's share while on leave;

d) An employee, who wishes to return to work sooner than six (6) weeks following the actual delivery or pregnancy termination date, may be permitted to do so by her Manager after providing a written signed medical certificate from her physician, indicating that she is capable of performing the work and that resumption of work will not jeopardize her health;

e) If any employee on maternity leave is unable to resume employment at the expiration of the approved period because of a medical condition of the Employee arising after the delivery date, the Manager may grant the employee a further period of. Under these circumstances, the employee must provide her Manager with a medical certificate from her physician, indicating her inability to resume employment.

f) If an employee resumes employment following maternity leave, her employment anniversary date remains unchanged;

g) Upon the employee's resumption of employment, their Manager will reinstate the employee in the position occupied at leave commencement with no less than the same salary, entitlements and other benefits as were accrued to the employee when maternity leave commenced.

ARTICLE 28 – PERSONAL OR FAMILY RESPONSIBILITY LEAVE

28.01 An employee who has been employed for at least 90 days is entitled to up to five (5) days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the health of the employee or for the employee to meet their family responsibilities in relation to a family member.

28.02 Before taking Personal or Family Responsibility Leave, the employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

28.03 The employee must provide at least forty-eight (48) hours' written notice of the date on which the employee intends to return to work, unless the Employer and the employee agree otherwise.

ARTICLE 29 – BEREAVEMENT LEAVE

29.01 Bereavement Leave

Bereavement leave will be granted to Regular Employees who have completed their probationary period. For the purpose of this Article, "Immediate Family" shall mean:

- Partner (spouse, common-law spouse, adult interdependent partnership, same-sex partner, or fiancé/e)
- Children (including step, foster or ward)
- Parents (including step, foster or guardian)
- Brothers
- Sisters
- Mother of partner
- Father of partner
- Sister of partner
- Brother of partner
- Son-in-law
- Daughter-in-law
- Grandparents (including step)
- Grandchildren (including step)
- A relative permanently residing in the employee's household, or with whom the employee permanently resides.

29.02 An employee shall be granted bereavement leave with pay for four (4) consecutive working days in the event of the death of any immediate family member. Where the bereavement occurs outside the Province of Alberta, up to two (2) additional days of leave with pay will be given for travel purposes. Proof of loss must be produced if requested by the Employer.

29.03 Funeral Leave

Funeral leave of one (1) day with pay may be granted to an Employee who has been requested to participate in a funeral service.

29.04 Internal Short-Term Critical Illness Leave

a) In the case of a critical illness in an employee's immediate family (partner, mother, father, sister, brother, son (step), daughter (step), grandparent, grandchild, mother or father-in-law, sister or brother-in-law, daughter or son-in-law) an employee upon application, will be granted five (5) consecutive calendar days of paid leave without loss of seniority or benefits. Proof of illness must be produced if requested by the Employer.

b) Critical Illness is defined as a family member whose baseline state of health has significantly changed and whose life is at risk as a result of an illness or injury.

ARTICLE 30 – COMPASSIONATE CARE LEAVE

30.01 An employee who has been employed for at least 90 days is entitled to unpaid compassionate care leave for a period of up to 27 weeks for the purposes of providing care of support to a seriously ill family member.

30.02 Family member will include:

a) a spouse or common law partner of the employee;

b) a child of the employee or child of the employee's spouse or common law partner;

c) a parent of the employee or spouse or common law parent of the parent; and

d) other person who is a member of a class of persons designated in the *Regulations* or defined by the *Employment Standards Code*.

30.03 Compassionate Care Leave may be shared between employees for the same family member as long as the combined period of compassionate care leave does not exceed 27 weeks.

30.04 The employee must provide to the Employer a medical certificate issued by a physician stating that the family member named in the certificate has a serious medical condition with a significant risk of death within 26 weeks from the date the certificate is issued or, if the leave was commenced before the certificate was issued, the day the leave began and that the family member requires the care and support of one or more family members.

30.05 An employee who wishes to take Compassionate Care Leave must give the Employer at least two (2) weeks' written notice which must also include the date of the employee's return to work, unless a shorter period of notice is necessary in the circumstances, in which case notice must be provided as soon as reasonable and practical in the circumstances.

30.06 Compassionate Care Leave may be taken in one or more periods, but no period of leave may be less than one (1) week's duration.

30.07 Compassionate Care Leave ends on the earliest of the following:

a) The last day of the work week in which the family member named in the medical certificate dies,

b) the 27 weeks' Compassionate Care Leave ends; or

c) the last day of work of the week in which an employee ceases to provide care or support to the seriously ill family member.

30.08 During the course of an unpaid leave of absence in excess of one (1) month, the employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the employee commenced the unpaid leave will remain intact and be available for use by the employee upon their return to work.

30.09 Employees on Compassionate Care Leave can continue their benefits during the period of their leave by pre-paying the employee portion of the benefits for the length of time they will be on leave. If the employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.

30.10 An employee who has been on Compassionate Care Leave must provide at least forty-eight (48) hours of written notice of the date on which the employee intends to return to work, unless the Employer and the employee agree otherwise.

ARTICLE 31 – CRITICAL ILLNESS LEAVE

31.01 a) An employee who has been employed for at least 90 days and is a parent of a critically ill child is entitled to unpaid Critical Illness of Child Leave of up to 36 weeks for the purposes of providing care or support to the child;

b) An employee who has been employed for at least 90 days and is a family member of a critically ill adult is entitled to unpaid Critical Illness of Adult Leave of up to 16 weeks for the purposes of providing care or support to the adult.

31.02 If more than one parent is employed by the Employer, the Employer is not required to grant the Critical Illness of Child Leave or Critical Illness of Adult Leave to more than one employee at a time.

31.03 If more than one child of the parent is critically ill as a result of the same event, the period in which the employee may take Critical Illness of Child Leave begins on the date specified in the medical certificate issued in respect of any child who is critically ill and ends:

a) on the date of the last day of the work week in which the last critically child dies;

b) the expiration of 36 weeks following the date leave began;

c) the expiration of the last period referenced within the medical certificate for the critically ill children; or

d) the last day of the work week in which the employee ceases to provide care and support to the last of the critically ill children.

31.04 The employee must provide the Employer with a medical certificate issued by a physician stating:

a) that the child or adult is critically ill and requires care and support;

b) the start date of the period during which the child or adult requires that care and support;

c) the end date of the period during which the child or adult requires that care and support; and

d) if the leave was begun before the certificate is issued, the day leave began.

31.05 An employee who wishes to take Critical Illness of Child or Adult Leave must give the Employer at least two (2) weeks' written notice which notice must also include the estimated date of the employee's return to work, unless a shorter notice period is necessary in the circumstances, in which case notice must be provided as soon as reasonable and practical in the circumstances.

31.06 Critical Illness of Child or Adult Leave may be taken in one or more periods, but no period of leave may be less than one (1) week's duration.

31.07 During the course of an unpaid leave of absence in excess of one (1) month, the employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at

the time that the employee commenced the unpaid leave will remain intact and be available for use by the employee upon their return to work.

31.08 Employees on Critical Illness of Child or Adult Leave can continue their benefits during the period of their leave by pre-paying the employee portion of the benefits for the length of time they will be on leave. If the employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.

31.09 If an employee has been on Critical Illness of Child or Adult Leave, they must provide at least forty-eight (48) hours' notice of the date on which the employee intends to return to work, unless the Employer and the employee agree otherwise.

ARTICLE 32 - LONG-TERM ILLNESS OR INJURY LEAVE

32.01 Notwithstanding Article 24 – Sick Leave, the employee will be entitled to Long-Term Illness or Injury Leave pursuant to the *Employment Standards Code* as set out below:

32.02 An employee who has been employed by the Employer for at least 90 days is entitled to unpaid leave due to the illness or injury or quarantine of the employee.

32.03 The employee is entitled to no more than 16 weeks of Long-Term Illness or Injury Leave in a calendar year.

32.04 The employee must provide the Employer with a medical certificate issued by a physician stating the estimate duration of the leave.

32.05 During the course of an unpaid leave of absence in excess of one (1) month, the employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the employee commenced the unpaid leave will remain intact and be available for use by the employee upon their return to work.

32.06 Employees on Long-Term Illness or Injury Leave can continue their benefits during the period of their leave by pre-paying the employee portion of the benefits for the length of time they will be on leave. If the employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.

32.07 The employee must provide at least forty-eight (48) hours' written notice of the date on which the employee intends to return to work, unless the Employer and the employee agree otherwise.

ARTICLE 33 – DEATH OR DISAPPEARANCE OF CHILD LEAVE

33.01 An employee who has been employed for at least 90 days is entitled to a period of unpaid leave of 52 weeks if the employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as the result of a crime.

33.02 An employee who has been employed for at least 90 days is entitled to a period of unpaid leave of up to 104 weeks if the employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as the result of a crime.

33.03 The employee will not be entitled to Death or Disappearance of Child Leave if they are charged with a crime that resulted in the death or disappearance of the child.

33.04 The period during which the employee may take Death or Disappearance of Child Leave begins on the date on which the death or disappearance, as the case may be, occurs and ends in the case of disappearance 52 weeks after the date on which the disappearance occurs or, in the case of death, 104 weeks after the date on which the death occurs.

33.05 An employee who wishes to take Death or Disappearance of Child Leave must give the Employer written notice as soon as reasonable and practical in the circumstances, which notice must include the estimated date of the employee's return to work.

33.06 In the case of a child who disappears and is subsequently found alive, the employee is to return to work 14 days after the date on which the child is found but no later than the end of the 52-week period or, if the child is found deceased, 104 weeks after the day on which the disappearance occurred.

33.07 During the course of an unpaid leave of absence in excess of one (1) month, the employee shall cease to accrue further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the employee commenced the unpaid leave will remain intact and be available for use by the employee upon their return to work.

33.08 Employees on Death or Disappearance of Child Leave can continue their benefits during the period of their leave by pre-paying the employee portion of the benefits for the length of time they will be on leave. If the employee chooses to pay for their portion of the benefits, the Employer will continue to pay the Employer portion of the benefits.

33.09 An employee who has been on Death or Disappearance of Child Leave must provide at least 48 hours of written notice of the date on which the employee intends to return to work, unless the Employer and the employee agree otherwise.

ARTICLE 34 – DOMESTIC VIOLENCE LEAVE

34.01 Domestic Violence Leave occurs when an employee, the employee's dependent child or a protected adult who lives with the employee is subjected to any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person; any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person; conduct that reasonably, and in all circumstances, constitutes psychological or emotional abuse; forced confinement; sexual contact of any kind that is coerced by force, threat of force or stalking.

34.02 An employee who is the victim of domestic violence and has been employed for at least 90 days is entitled to unpaid Domestic Violence Leave of up to 10 days in a calendar year.

34.03 The employee may take Domestic Violence Leave for one or more of the following purposes:

a) to seek medical attention for the employee or the employee's dependent child or a protected adult in respect of the physical or psychological injury or disability caused by the domestic violence;

b) to obtain services from a victims' services organization;

c) to obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult;

d) to relocate temporarily or permanently; and

e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.

34.04 Before taking Domestic Violence Leave, the employee must give the Employer as much notice as reasonable and practicable in the circumstances.

34.05 The employee must provide at least forty-eight (48) hours' written notice of the date on which the employee intends to return to work, unless the Employer and the employee agree otherwise.

ARTICLE 35 – LEAVE FOR CITIZENSHIP CEREMONY

35.01 An employee who has been employed for at least 90 days is entitled to up to one-half (1/2) day of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship as provided for under the *Citizenship Act (Canada).*

35.02 Before taking a Leave for Citizenship Ceremony, the employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

ARTICLE 36 – COURT LEAVE

36.01 Court Leave

An Employee if scheduled to work, who upon providing proof of being subpoenaed to appear in Court as a witness or a Juror on a working day, during their regular hours of work, shall be allowed the required time off without loss at their regular rate of pay, provided that any wage replacement or conduct money, exclusive of travelling expenses, paid to the Employee for such an appearance is given to the Employer.

ARTICLE 37 – RESERVIST LEAVE

37.01 Reservist Leave will be granted as per the Alberta Employment Standards Code.

ARTICLE 38 – UNION LEAVE

38.01 Union Leave

The Employer shall grant Union leave of absence to the employees representing the Union in accordance with the provisions:

For Union Representatives on a "Union Recoverable" leave of absence, the Employer shall be entitled to cost recovery while continuing to pay the employee their regular rate of pay and regular hours unless otherwise notified by the Union.

38.02 An employee elected as a delegate to Union conventions, seminars, or training sessions shall be grantee Union recoverable leave of absence and they shall continue to receive their regular pay and benefits.

The Union shall reimburse the Employer for all such pay and benefits when billed by the Employer. Leave of absence for these events shall be requested at least ten (10) working days in advance to the employee's supervisor. Unusual circumstances (less than ten (10) working days) shall be given consideration.

Such leave shall not be unduly withheld.

38.03 Leave of Absence for Full Time Union or Public Duties

Union recoverable leave of absence for full-time Union employment shall be granted under the following conditions:

a) In the event that an employee becomes a full-time official of the Local Union, they shall be granted leave of absence for the purpose of carrying out the duties of their office.

b) The rate of pay shall be determined by CUPE Local 1505 bylaws, and the rate of pay will be provided to the Employer by the Union when the employee is booked off.

c) Such leave shall be deemed not to interrupt the employee's continuity of service.

d) Upon notification of not less than one (1) month to the Employer, the employee will be reinstated in the position vacated, if available, or in another position mutually acceptable.

38.04 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in a Federal, Provincial or Municipal election.

38.05 In the event of an employee being elected to a full-time executive position to a National or Provincial Labour Organization to which the Local Union is affiliated to or chartered by, they shall be given leave of absence without pay for a period of up to two (2) years and extended in the event of re-election.

38.06 Upon application, the Employer shall agree to allow leave of absence without pay for full-time duties with the CUPE Provincial or National Organization for two (2) years. Thirty (30) days' notice before commencement of such full-time duties and thirty (30) days' notice before return to work shall be provided. The Employer agrees to provide a comparable paid position upon return of the employee to the workplace.

38.07 An employee for whom a grievance has been filed, whether whole or in part, shall br granted leave with pay to attend grievance meetings or arbitration.

ARTICLE 39 – HEALTH AND SAFETY

39.01 Cooperation on Health and Safety

a) The Employer and the Union agree to cooperate in conducting operations in a manner which will provide adequate protection of the health and safety of employees.

b) The Union and the Employer shall cooperate in improving rules and practices which will provide adequate protection to employees including the establishment and maintenance of the Joint Health and Safety Committee.

c) The Joint Health and Safety Committee shall hold monthly meetings to deal with all unresolved, unsafe, hazardous and dangerous conditions.

d) Union representatives to the committee shall be chosen by the Local Union. Each location may have up to two (2) representatives on the committee, and alternates will also be chosen. The Union will inform the Employer of the representatives to the committee.

e) A Union Executive representative may also attend committee meetings.

39.02 Health and Safety Committee Pay Provision

Representatives of the Union shall suffer no loss of regular pay for attending Joint Health and Safety Committee meetings.
Meetings of the Joint Health and Safety Committee shall be held during regular working hours.

Copies of minutes of all committee meetings shall be sent to the Employer and the Union.

39.03 No Disciplinary Action

No employee shall be disciplined for accessing their right to refuse unsafe work under the provisions of the Alberta Occupational Health and Safety Act.

Dated this 10 day of DECEMBER 2019.

WOOD BUFFALO HOUSING &
DEVELOPMENT CORPORATION

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1505-4 ROTARY HOUSE

[redacted]

SCHEDULE "A"

WAGE RATES

	Jan 1, 2019	Jan 1, 2020
	0.00%	0.00%
Cook	$32.76	$32.76
Aide	$28.34	$28.34
Housekeeping	$28.34	$28.34
RSA	$28.34	$28.34

SCHEDULE "B"

VACATION SCHEDULING POLICY

a) The employee is not entitled to take vacation days which have not yet accrued.

b) The Employer and Union recognize the need for certainty and fairness for all employees in vacation planning. This Clause sets out the general principles to be considered in determining vacation schedules and approving vacations for employees.

The intention of this Clause is to enable as many employees as possible to receive at least one of their preferential vacation choices. While recognizing operational needs and seniority, this is achieved through preferential choices as outlined below.

While following the principles set out, each employee group may, vary in the actual method utilized in arriving at the vacation schedule.

c) The Employer and the Union recognize the following 'principles' in applying vacation choice:

- operational needs as defined by service standards
- seniority
- employees' preference for blocks of time
- reasonableness
- no bumping after vacation awarded
- vacation requests to be submitted to the employee's Supervisor by a certain date
- vacation posted by a certain date approximately one month later
- first come, first served basis on any remaining vacation, subject to seniority in the event of requests made before additional approval of vacation.

d) By the first (1st) Monday in November, employees would submit their first, second and third preferences for an unbroken vacation period to the employee's immediate Supervisor.

Subject to operation needs, vacation periods will be approved bases on seniority within the work group combined with preferential choice. The intent of this clause is to give every employee an opportunity to take at least one of their preferred vacation times in a year.

e) By the first (1st) Monday in December, the Supervisor shall post a vacation schedule. Any other vacation requests or untimely receipt of the vacation requests will mean vacation are approved on a first come, first served basis for vacation opportunities remaining on the schedule.

f) Unless mutually agreed upon by the employees involved and the Supervisor, a junior employee shall not have their vacation taken away or bumped by a senior employee after the first preferential choices have been approved.

g) The concept of preferential choice is that each employee submits their first, second and third choices for an unbroken vacation period to the employee's immediate Supervisor. Once all vacation requests have been received, and subject to the needs of Rotary House, vacations will be approved utilizing these preferences and an employee's seniority.

The following example shows how preferential choice works:

Utilizing the above information, and assuming Senior employee is the most senior, Senior employee will have vacation approved from July 1 – July 21, as that block of time was the employee's first choice. The employee with the most seniority will always receive their first choice, subject to the principles stated earlier. Employee 2 being the junior to Senior employee would then receive their second choice being their August vacation choice. The employee having the least seniority, employee 3, would then receive their third choice.

h) Employees may still have additional vacation available. For instance, in the above scenario, Senior employee only utilized three weeks although they might be entitled to six. In such case, the employee may request this additional vacation after the "first preference" vacation has been approved. Again, this would be on a seniority basis. This additional vacation may not, however, interfere with the vacation blocks already approved.

LETTER OF UNDERSTANDING

Between

WOOD BUFFALO HOUSING& DEVELOPMENT CORPORATION
ROTARY HOUSE, FORT McMURRAY, AB
(hereinafter referred to as the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1505
(hereinafter referred to as the "Union")

RE: Living Allowance

The Employer agrees that all Regular Full-Time Employees shall be paid a living allowance according to the guidelines set by the Government of Alberta as it pertains to the cost of living in Fort McMurray, Municipality of Wood Buffalo. This amount, at present is one thousand and forty dollars ($1,040.00), which is paid on a bi-weekly basis in the amount of four hundred and eighty ($480.00) dollars.

Regular Part-Time Employees shall be paid a pro-rated portion based upon their hours of work on a monthly basis.

The Employer shall make every reasonable effort to give employees at least ninety (90) days' notice of any decrease or elimination in the amount of the living allowance.

Signed this 10 day of December, 2019.

[redacted]

LETTER OF UNDERSTANDING

BETWEEN

WOOD BUFFALO HOUSING & DEVELOPMENT CORPORATION
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1505
(hereinafter referred to as the "Union")

Re: Bargaining Unit Positions Movement from Wood Buffalo Housing & Development Corporation to Rotary House Collective Agreement

Whereas the Union filed an application of determination with the Alberta Labour Relations Board regarding three (3) positions in the Wood Buffalo Housing & Development Corporation bargaining unit to determine that they properly belong in the bargaining unit of Rotary House.

And whereas the Employer agrees with the Union's application that the three positions properly belong to the Rotary House bargaining unit.

And whereas the Employer has requested to include Araubasca House, Legion Manor, Ayabaskaw House and Lodge (Fort Chipewyan), and Woodsmoke Elders (Anzac) within the scope of work of the maintenance and groundskeeper positions.

And whereas the Rotary House collective agreement is ratified and not open for negotiations, the Union and the Employer agree to negotiate a settlement of the Union's application to the Alberta Labour Relations Board with this Letter of Understanding.

And whereas the Canadian Union of Public Employees and its Local 1505 is the sole and exclusive bargaining agent for all employees as outlined in the Alberta Labour Relations Board certificates:

i. Wood Buffalo Housing & Development Corporation Certificate Alberta Labour Relations Board Certificate No. 77-2012
ii. Rotary House Alberta Labour Relations Board Certificate No. 53-2012

And whereas the Employer and the Union agree that this Letter of Understanding will apply to the Wood Buffalo Housing & Development Corporation Collective Agreement and the Rotary House Collective Agreement and will become part of the Rotary House collective agreement.

[redacted]

The parties agree that:

1. The following three (3) positions (hereinafter referred to as the "positions") will move from the Wood Buffalo Housing & Development Corporation bargaining unit to the Rotary House bargaining unit and become part of the Rotary House bargaining Unit and collective agreement:
   i. Recreational Therapist
   ii. Groundskeeper
   iii. Maintenance II

2. i. Hours of work for Recreational Therapist position shall be Monday to Friday between 8:00 a.m. and 4:00 p.m., seven and one-half (7 ½) hours per day, thirty-seven point five (37.5) hours per week.
   ii. Hours of work for the Maintenance II position shall be Monday to Friday between 8:00 a.m. and 4:00 p.m., seven and one-half (7 ½) hours per day, thirty-seven point five (37.5) hours per week.
   iii. Hours of work for the Groundskeeper shall be Monday to Friday between 7:00 a.m. to 3:00 p.m. seven and one-half (7 ½) hours per day, thirty-seven point five (37.5) hours per week.
   iv. All employees who work five (5) hours or more per day shall be entitled to:
      a. One (1) unpaid meal break of 30 minutes, and
      b. Two (2) paid rest periods of 15 minutes each.
   iv. Employees who work less than five (5) hours per day shall be entitled to one (1) paid rest period of 15 minutes.

3. The positions are currently held by the following three (3) employees (hereinafter referred to as the "employees") in the Wood Buffalo Housing bargaining unit:
   i. Rebeccah Osmond
   ii. Gary (Elvis) Robinson
   iii. Stuart (Toby) Taylor

4. The employees will maintain their current rates of pay and position on the wage grid below, plus the Cost of Living Allowance of $1,040 monthly/$480 bi-weekly:

	July 8, 2019
Recreational Therapist	30.14
Groundskeeper	26.10
Maintenance II	35.95

5. The Employer shall provide the following clothing:

[redacted]

i. Maintenance employee shall receive two (2) uniform shirts and pants per calendar year; one (1) all season coverall per calendar year; one (1) reflective vest as required; and one (1) winter coverall every two (2) calendar years.
ii. Grounds employee shall receive one (1) all season coverall and one (1) winter coverall per calendar year; and one (1) reflective vest as required.

6. The Employer shall provide the following allowances as follows:
   i. Maintenance employee shall receive a boot allowance of two hundred dollars ($200.00) every two (2) calendar years; and
   ii. Grounds employee shall receive a boot allowance of two hundred dollars ($200.00) every two (2) calendar years.

7. At the expiry of the Rotary House Collective Agreement, the Union and the Employer will:
   i. include hours of work as defined in paragraph #2
   ii. include the Recreational Therapist, Groundskeeper and Maintenance II positions in the collective agreement, at rates no less than the current wage grid as defined above in paragraph #4;
   iii. include clothing allowance as per paragraph #5; and
   iv. include boot allowance as defined in paragraph #6
   v. include paragraph #13.

8. The employees will return to full-time hours at the full rate of pay as per the above-mentioned wage grid on Monday, July 8, 2019.

9. The employees will porter their seniority to the Rotary House bargaining unit and will be placed accordingly on the seniority list.

10. The employees will receive the benefits of the Rotary House collective agreement and will be entitled to benefits according to their respective seniority dates, including vacation accruals. Any current unused vacation credits or accruals will porter to the Rotary House bargaining unit with the employees.

11. The employees will porter their sick leave credits in full.

12. The employees will be enrolled into the extended health benefits plan in accordance with the Rotary House collective agreement and will not suffer any waiting periods.

13. The groundskeeping and maintenance positions in the Rotary House bargaining unit will also include work at the following Wood Buffalo Housing & Development Corporation locations:

[redacted]

i. Araubasca House
ii. Legion Manor
iii. Ayabaskaw House and Lodge (Fort Chipewyan)
iv. Woodsmoke Elders (Anzac)

and such work will not be a violation of the Wood Buffalo Housing & Development Corporation and Rotary House collective agreements.

Dated this 5 day of July, 2019.

For the Employer: For the Union:

[redacted]