

**This Agreement made and entered into this December 18, 2020**

# **Edmonton EXPO Centre**

**(Hereinafter referred to as the Centre)**

## **Collective Agreement**

**By and between**

**Edmonton Economic Development Corporation**

**(hereinafter referred to as the Company)**

**and**

**Canadian Union of Public Employee, Local 30**

**(hereinafter referred to as the Union)**

**(together referred to as the Parties)**

**Effective from January 1, 2021 to December 31, 2022**

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## **Article 1.00 Preamble**

- 1.1 The Union and the Company are committed to fostering a welcoming and collaborative workplace with simple and clear approaches to the safe, efficient, and sustainable operations of the Centre while living up to commitments to the Centre and its stakeholders.
- 1.2 The Union and Company agree to aspire to be a Best Employer by promoting a welcoming and respectful workplace, with consistent reasonable and fair treatment with and among Employees while offering fair and competitive wages.
- 1.3 It is understood the operational and service demands of the Centre require scalable, efficient, flexible workforce utilization. To accomplish this, training, skill development, succession planning, opportunities to lead, role clarity, multi-tasking and cross training opportunities will be deployed while providing the right equipment and tools for the work required. While satisfying the foregoing, work life balance is a shared value and will be taken into consideration by and between the Parties.
- 1.4 As situations, the industry and market change, the Parties will in partnership be future-focused, manage risk, and take advantage of shared opportunities. This requires an ongoing commitment to honesty, transparency, consistent communication, support for each other, alignment with the Union, Centre, and the Company culture together with a commitment for the Company and the Union to work collaboratively together.

## **Article 2.00 Definitions**

- 2.1 "Employee" means a person employed by the Company within the jurisdiction of the Union's Certification who is subject to the terms and conditions of this Agreement.
- 2.2 "Probationary Period" means the first ninety (90) days of actual work following when a new Employee is hired, during which efforts will be made by the Company to coach and counsel the Probationary Employee. The Company may extend the probationary period by up to ninety (90) days with written notice to the Union. Prior to or upon expiration of the Probationary Period, the Company shall confirm the successful completion of the Probationary Period in writing or otherwise terminate the Employee.

- 2.3 "Full-time Employee(s)" means an Employee who is neither on a Probationary Period nor are a Term Employee and are regularly scheduled 40 hours per week on a continuous 52 week basis.
- 2.4 "Part-time Employee" means an Employee who is neither on a Probationary Period nor a Term Employee that averages less than 40 hours paid per week on a continuous 52 week basis.
- 2.5 "Trial Period" means a period of time no longer than ninety (90) days commencing from the date an Employee is promoted to a different in-scope or out of scope position; during which they may exercise a right of return to their former position by giving two (2) weeks notice in writing. The foregoing written notice must be received by the Company no later than two (2) weeks prior to the end of the Trail Period and shall not have the effect of extending the Trial Period. Any Employees affected by an Employee reverting to their original position shall also revert to their original position.
- 2.6 "Term Employee" means an Employee for which a defined period of employment (a Term) is identified in the Employee's offer or change of employment letter.

### **Article 3.00 Management Rights and Responsibilities**

- 3.1 The Company retains all rights in law subject to the express terms of this Agreement. This includes the right to the operate its business, make reasonable work rules, policies and procedures, set working conditions, evaluate and determine staffing requirements, hire, set schedule and hours of work, layoff, terminate for cause, evaluate and manage performance. The Company will consult with the Union for feedback where appropriate prior to introducing new policies, procedures and work rules. In any event, the Company shall appropriately communicate rules to the Union and Employees.
- 3.2 The Company and the Union will support and promote a respectful workplace free from harassment, bullying and violence.
- 3.3 The Company shall apply consistent and fair treatment of Employees in the administration of the employment relationship.

## **Article 4.00      Scope of Agreement, Union Recognition & Security**

- 4.1 Pursuant to Certificate 02-2019 issued by the Labour Relations Board as amended from time to time, the bargaining unit covers all Employees employed in facility & site maintenance and building operations at the Edmonton EXPO Centre except office and clerical personnel.
- 4.2 The Company recognizes the Union and its accredited officers or representatives as the sole and exclusive bargaining agent for employees covered by this Agreement for the purpose of administering and negotiating the terms and conditions of this Agreement.
- 4.3 The Company recognizes the Union's right to select an Employee(s) as Shop Steward(s) to represent Employees under this Agreement on behalf of the Union. Shop Stewards will not absent themselves from their work to deal with Union business without first obtaining the permission of the supervisor or a Company designate. Permission will not be unreasonably withheld.
  - (a) The Union shall notify the Company in writing to the name(s) of the Shop Steward(s) authorized to represent the Union and shall notify the Company of any subsequent changes to these name(s).
  - (b) Shop stewards shall be advised of new Employee orientations and given the opportunity to meet new Employees at a mutually convenient time and provide information on the Union.
- 4.4 The Company will not discriminate against any Employee because of Union membership or lack of it and will inform all new employees of the contractual relationship between the Company and the Union.
- 4.5 The Company agrees that access to the premises shall be allowed to authorized representatives of the Union from outside of the bargaining unit under the understanding that operations will not be disrupted and reasonable advance notice is given, in which case such permission shall not be unreasonably denied.
- 4.6 The Company shall make available a minimum of one (1) bulletin board for use by the Union to post notices of Union meetings, Union business, and/or social events.
- 4.7 The Company is authorized to and shall deduct monthly Union dues from each Employee's pay as a condition of employment commencing with the first pay period following date of hire. The amount of Union dues shall be in accordance with the direction of the Union and the remittance forms provided by the Union to the Company which will include a list of Employees.

- 4.8 Following or in concert with receipt by either Party of a Notice to Bargain in accordance with the Alberta Labour Relations Code the Union may advise the Company of at most three (3) Employee members of the Union Negotiating Committee who shall be afforded up to 24 hours of leave for the purpose of preparing bargaining proposals.
- 4.9 In the event an Employee becomes a full-time officer of the Union, the Employee shall retain rights to their position and seniority (as if they had remained in continuous employment) for the tenure in the officer position and have the right to return to their former position by giving thirty (30) days notice in writing.
- 4.10 There shall be no strike or lockout as defined by the Labour Relations Code during the term of this Agreement.
- 4.11 The Company shall provide the Union with an updated seniority list and a list of Employee names, telephone numbers, and addresses in December of each year. The Union shall only use this information for the exclusive purpose of carrying out the Union's responsibilities as the exclusive bargaining agent for Employees covered by this Agreement.
- 4.12 The Company and the Union agree that each Employee shall be free from discrimination with regard to employment or any term or condition of employment, because of the race, religious beliefs, colour, gender, gender identity, gender expression, physical or mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, political affiliation, or union affiliation of that Employee.

## **Article 5.00 Union / Management Working Committee**

- 5.1 The Union and the Company shall each appoint up to 3 members to a Union / Management Working Committee (the "Committee") who shall meet quarterly (or upon request of either party) to work to resolve ongoing issues and promote labour harmony, positive working relations and to work together to continuously improve the safe, fair, equitable, and efficient operations of the Company. Chairing the meeting will be performed on a rotating basis. Guests may be invited to the meeting upon mutual agreement from the parties. The forgoing is not intended to limit rights otherwise held in Article 3.00. Terms of reference will be established by the Committee.

## Article 6.00      **Benefits**

- 6.1 Employees shall be eligible for one of the two following benefit streams:
- (a) Full-time employees will qualify for benefits in line with the Company's insurance carrier's Full-time benefits class B handbook (group policy #G0103466), or
  - (b) Part-time employees will qualify for benefits in line with the Company's insurance carrier's Part-time benefits class C handbook (qualifying conditions to be defined in the handbook, group policy #G0103466 for part-time hourly)).
- 6.2 The benefits handbooks will be tabled at the Union / Management Working Committee for review annually (or after the first benefits handbooks are available following conclusion of this Agreement). Any reduction in benefits must be done in consultation with the Union.
- 6.3 For Employees, length of service recognitions will be paid upon the completion of the following years of service in the amounts as follows:
- 5 Years = \$100
  - 10 Years = \$250
  - 15 Years = \$500
  - 20 Years = \$1000
  - 25 Years = \$1500
  - 30 Years = \$2000
  - 35 Years = \$2500
  - 40 Years = \$3000
- 6.4 The Company will enroll Employees in the Local Authorities Pension Plan (LAPP) based on employment status per the LAPP rules. Notwithstanding the preceding, Full-time Employees hired after January 1, 2021, may instead be eligible to participate in a Group Registered Retirement Savings Plan (GRRSP) only if permitted by the LAPP rules. Part-time Employees not participating in LAPP may be eligible to participate in the GRRSP after one year of service. For GRRSP, the Company will match contributions up to 6% of wage earnings.

6.5 Where required for work as directed by the Company, safety glasses, insulated parkas and insulated coveralls will be supplied by the Company as needed. Every two years affected Employees will be eligible for receipt-based reimbursement of the lesser of 50% or \$200 for:

- (a) CSA rubber boots only if the Employee is required by the Company to use them, or
- (b) Safety footwear where the Employee is required by the Company to wear safety footwear, or
- (c) CSA approved prescription lenses and frames.

## **Article 7.00 Lay-off**

7.1 In the event a permanent layoff is required, Full-Time Employees shall be entitled notice or pay in lieu of notice in accordance with the following schedule:

- One (1) week, if the employee has been employed by the employer for more than ninety (90) days but less than 2 years,
- Two (2) weeks, if the employee has been employed by the employer for two (2) years or more but less than four (4) years,
- Four (4) weeks, if the employee has been employed by the employer for four (4) years or more but less than six (6) years,
- Five (5) weeks, if the employee has been employed by the employer for six (6) years or more but less than eight (8) years,
- 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
- Eight (8) weeks, if the employee has been employed by the employer for ten (10) years or more.

Notice or pay in lieu for Part-Time Employees shall be governed by the Employment Standards Code.

7.2 If Employees are to be laid off, seniority shall apply within specific job classifications. Employees on lay-off have the right to be recalled for a period equal to seniority up to a maximum of one (1) year.



- 7.3 The Company commits to a fair recall process and that it will not hire new Employees with the purpose of replacing Employees eligible for recall until those Employees are given an opportunity to be recalled. Employees will be given the opportunity to fill vacancies within the jurisdiction of the Union provided they have the required seniority, knowledge, qualifications, and skills to perform the duties and functions of the position.
- 7.4 In the event that a reduction of Full-Time Employees is required, Full-Time Employees may revert to a position formerly held by that Full-Time Employee, but which is presently held by a junior Employee.
- 7.5 In the event that the Company is required to permanently lay-off Employees, Employees shall receive five (5) days regular pay at their current rate of pay for each 2080 hours paid during the Employee's service with the Company. Upon permanent lay-off, the Employee may choose to receive the preceding severance payment immediately but shall waive their recall rights.

## **Article 8.00 Working Conditions & Hours of Work**

### **8.1 Hours of work shall:**

- (a) support the business needs of the Company,
- (b) promote work-life balance,
- (c) be predictable where practical,
- (d) the Employer undertakes where practicable to give two consecutive days off in a week, while being flexible as required to support safe, efficient, and effective operations.

The Company and Union further agree there is value in Employees' access to a weekend off.

### **8.2 Subject to this Agreement, paid straight time hours of work shall not exceed:**

- (a) 8 paid hours in a day (or 10 paid hours on a 4-day workweek), and
- (b) 40 paid hours in a week

### **8.3 Hours worked in excess of those defined in 8.2 a) and b) above shall be paid at a rate of double time (x 2) the regular hourly rate. Employees shall not be required to take time off in lieu of overtime pay unless requested in writing by the Employee to the Company.**

- 8.4 At approximately the midpoint of each shift a half (½) hour uninterrupted unpaid meal break shall be provided to each employee. At the request of a manager, an Employee requiring to be on alert and if necessary provide service during their meal break shall be paid for the meal break for the purpose of compensating for the Employee's inconvenience. An Employee shall not be required to work more than 4 consecutive hours without either a fifteen (15) minute [twenty (20) minutes on a ten-hour scheduled day] rest break (paid) or meal break. To meet operational needs breaks may be staggered. Employees working two (2) or more hours of overtime shall receive a fifteen (15) minute meal break at the overtime rate of pay at the end of their regular shift.
- 8.5 The Building Control Operators shall receive a thirty (30) minute paid meal break contained within their schedule workday when they are expected to be available for service for their full shift.
- 8.6 But for unforeseen circumstances, the Company shall post shift schedules twenty-one (21) days in advance of the intended shift start.
- 8.7 With twelve (12) hours notice the Company may vary start times by two (2) hours.
- 8.8 In response to unforeseen circumstances, with forty-eight (48) hours notice the Company may cancel a shift or assign an Employee from one shift to another taking into consideration the individual situation of the Employee approached to work the shift in question. If an Employee is assigned to a different shift rotation seven (7) days notice will be given by the Company.
- 8.9 Employees shall be afforded a minimum of 8-hours rest between shifts and failing to do so results in an overtime premium applied for each hour worked until an 8-hour respite is provided. Employees shall not lose regularly scheduled hours as a result of complying with this clause.
- 8.10 Part-Time Employees who show-up for their scheduled shift where there is no work available may be sent home and if no advance notification was provided to them by the Company, they will be paid the greater of two (2) hours show-up pay or three (3) hours minimum wage as per the Employment Standards Code.
- 8.11 Full-Time Employees who show-up for an unscheduled shift where there is no work available will be paid three (3) hours show-up pay.

- 8.12 Where overtime is required, the Company will offer it to employees on shift first, and the Company shall undertake to evenly distributed overtime opportunities where possible. If after offering overtime to those on shift on a voluntary basis fails to fill the necessary positions, the Company shall be permitted to select and require Employees to work the shift.
- 8.13 The Company's Leave Policy will generally apply to paid and unpaid personal leave requests for Employees covered by this agreement.
- 8.14 Leave requests may be submitted using the Company's form only, by Employees to their supervisor. At the discretion of the Company, electronic forms may be utilized.
- 8.15 For foreseeable circumstances, the leave request shall be given seventy-two (72) hours in advance of when the time-off is requested.
- 8.16 Supervisors shall consider each leave request and provide an approved or deny response in writing to the Employee within five (5) working days within using the Company form. Properly filed leave requests shall not be unreasonably denied.
- 8.17 Denials of leave requests will include a reason for the denial and require the signature of a representative from the Company's Human Resources team unless the leave request does not afford forty-eight (48) hours advance notice (Monday - Friday excluding statutory holidays).
- 8.18 Subject to operational requirements, Employees will be offered a minimum of twelve (12) weekends off through the course of each calendar year.
- 8.19 Employees who are going to be absent shall contact the number provided by the Company at least one (1) hour prior to the commencement of their scheduled shift and advise of their inability to report for work. When it can be established the Employee was prevented from calling for reasons beyond their control the forgoing time limit shall not apply.
- 8.20 Employees shall be entitled to all holidays set out in this Agreement without loss of pay. If a holiday falls on a Full-time Employee's regular day off, they will get the next working day off instead. If an Employee is required to work during their regular hours on a holiday, they shall be paid their regular pay and in addition shall be paid at the rate of double time (2x) time.

**Article 9.00 Classification and Wages**

**9.1 Table**

Effective Date	January 1, 2021	January 1, 2022
Building Control Operator II	\$41.38	\$42.21
Building Control Operator	\$39.03	\$39.81
Maintenance Repair II	\$34.04	\$34.72
Maintenance Repair I	\$31.86	\$32.50
Plumber II	\$44.32	\$45.21
Plumber	\$40.36	\$41.16
Electrician II*	\$45.34	\$46.25
Electrician I*	\$42.93	\$43.79
Refrigeration Mechanic	\$42.93	\$43.79
Building Attendants** and Event Services Crew Supervisor	\$29.80	\$30.40
Event Services Crew II	\$23.30	\$23.77
Event Services Crew I	\$21.35	\$21.77

\*A tradesperson, who is qualified with a Master Proficiency and who is required by the Company to utilize such qualification (i.e., is applying for permits) in the course of their duties shall be reimbursed \$1.53 per hour higher than the regular rate of pay listed in 9.1.

\*\*All current employees (as of December 31, 2020) will be grandfathered at their current rates, unless the above rates are higher, (listed in Appendix I) and are eligible to receive future agreed to annual incremental increases.

- 9.2 Employees who work a scheduled shift, where the majority of the shift falls between the hours of 4:00 pm and 6:00 am, or who work the day shift on Saturday and Sunday will receive a shift differential of \$1.50 per hour for said shift.
- 9.3 Apprentices, where utilized, shall be deployed and paid in accordance with the corresponding Apprenticeship and Industry Training Trade Regulation. Their instruction and conditions of their employment shall be in conformity with the provisions of the Act and its regulations.
- 9.4 In the event the Company requires an Employee to temporarily work outside of their classification and that classification attracts a higher regular rate of pay, the Employee will be paid at that higher classification's regular rate of pay for each hour worked.
- 9.5 In the event the Company opts to introduce a new classification or reclassify existing positions, the Union and Company shall meet to discuss and mutually agree on the rate of compensation.

## **Article 10.00      **Vacation****

- 10.1 For Full-Time Employees, the vacation accrual shall be in accordance with Edmonton Economic Development Policy which at the time of ratification of this Collective Agreement is:

0-1 Years = .58 days

1-7 Years = .58 days (15 Days)

8-15 Years = .77 (20 Days)

16+ Years = .97 (25 Days)

23+ Years = 1.15 (30 Days)

- 10.2 Employees not covered by 10.1 above with less than four (4) years of service shall be paid out vacation weekly at 4% of wages. Employees not covered by 10.1 above with five (5) years or more vacation shall be paid out vacation weekly at 6% of wages.
- 10.3 Subject to the Employment Standards Code, Full-Time Employees shall be entitled to carry over up to their annual earned entitlement into the next calendar year. Vacation carried over must be used in that carried over year.

#### **10.4 Vacation Request**

Employees may submit one priority vacation date request by March 31 of each year. First (1st) priority will be granted based on seniority within each work group. Any Employee who fails to indicate a vacation choice by March 31 will waive their seniority rights to choose their vacation period. The balance of vacation approvals shall be considered on a first come first serve basis insofar as efficient operations will permit. Vacation requests shall not be unreasonably denied. Priority vacation approvals shall be posted by the Company no later than April 15 of each calendar year. Employees shall be entitled to utilize the vacation to which they are entitled in an unbroken period. All vacation requests must be approved in advance in writing by the Manager.

### **Article 11.00 Discipline**

**11.1** The Company will apply discipline consistently and fairly. An Employee may receive a written discipline report, be suspended, discharged, or otherwise disciplined for proper cause. The Employee shall be notified of such discipline with reasons in writing within ten (10) working days of establishing an Employee's misconduct by the Company.

**11.2** For a level of discipline issued involving:

- (a) a suspension, where there is no subsequent discipline for a period of 24 months,
- (b) less than a suspension, where there is no subsequent discipline for a period of 12 months

such discipline shall not be used to support future discipline.

**11.3** Employees shall have access to Union representation during disciplinary meetings or any meeting that could potentially lead to discipline unless the Employee signs a waiver opting out of access to Union representation for that meeting. Regardless, of the forgoing, the Union shall be copied with disciplinary correspondence given by the Company to any Employee.

### **Article 12.00 Health and Safety**

**12.1** The Company and the Union shall cooperate in continuing and perfecting regulations which will provide adequate protection to employees of the Company engaged in hazardous work.

- 12.2 No employee shall operate any tool, appliance, or equipment that will cause to exist imminent danger to the health and safety of that employee or another employee present at the work site.
- 12.3 Employees are encouraged to report any unsafe conditions to their supervisors. If the unsafe condition is not corrected, then the employee should bring the unsafe condition to the attention of the Union.
- 12.4 In the event an Employee is absent from work because of sickness they shall continue to accrue vacation within the 96 hours of sick leave only.
- 12.5 A Employee receiving Worker's Compensation benefits will be entitled to their accrued vacation, only in the year during which they return to duty for a period of over thirty (30) days.
- 12.6 Workers' Compensation

If an Employee is injured at work, the Employee will be paid by the Workers' Compensation Board (WCB) for the first five (5) days of injury. After five (5) days, the Employee will be paid by the Company as long as the Employee is eligible to receive WCB benefits and any monies owed to the Employee by WCB will be paid directly to the Company.

The Employee will receive the Employee's normal net pay (the Employee's normal earnings less applicable deductions).

Employee's net pay will be based on their most recent job classification. This will continue until:

- the Employee is able to return to work or,
- the Employee receives a WCB pension or,
- the Employee reaches 65 years of age

## **Article 13.00 Grievance Procedure**

### **13.1 Informal Issue Resolution**

Where an Employee becomes aware of an event giving rise to an issue, the Employee, the Union representative (if desired) and a Supervisor will meet to have a respectful, open, and honest dialogue to resolve the issue within five (5) working days prior to formalizing it as a grievance.

13.2 Failing satisfactory resolution in the Informal Issue Resolution stage, the Union may within ten (10) working days from the decision arising from the informal meeting file a grievance in writing.

13.3 In the event the Union wishes to file a policy grievance it shall commence at Step 2. In the event the Company wishes to file a grievance it shall commence at Step 2.

#### 13.4 Grievance Step 1

Within ten (10) working days from the date the grievance was filed the Union and the designated Employer representative(s) (including an HR representative) shall hold a grievance meeting. Within ten (10) working days of the grievance meeting the Company will give a response in writing to the Union.

#### 13.5 Grievance Step 2

Failing satisfactory resolution in Step 1 the Union shall within ten (10) working days submit the Grievance in writing to the General Manager. The Parties shall hold a Step 2 grievance meeting within ten (10) working days with the Union and the General Manager or designate.

Within ten (10) working days from the date of the Step 2 meeting, the Employer will provide a written response to the Union.

#### 13.6 Grievance Step 3

Failing satisfactory resolution in Step 2, the Union or the Employer shall, within thirty (30) calendar days receipt of the response from Step 2, notify the other party, in writing, of its intention to advance the grievance to arbitration.

13.7 The forgoing timeframes may be extended by mutual agreement.

### **Article 14.00 Arbitration Process**

14.1 In the event a grievance is not settled through the procedure outlined in Article 13, an Arbitrator shall be mutually selected within fifteen (15) working days of receipt of the response in 13.6. Upon mutual agreement the use of an Arbitration Board may be used. In such event, each Party shall select a nominee forthwith and the nominees shall mutually agree to an Arbitrator within fifteen (15) working days.

14.2 The decision of the Arbitrator shall be final and binding on both Parties.



14.3 Each party shall be responsible for:

- (a) One-half (1/2) of the fees and expenses of the Arbitrator, and if applicable
- (b) The fees and expenses of the nominee it appoints to the Board of Arbitration.

## **Article 15.00 Designated Holidays**

15.1 The following days shall be recognized as holidays for the purpose of this Agreement:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day (July 1), Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other holidays declared by the Municipal, Provincial or Federal Governments.

## **Article 16.00 Job Security**

16.1 The Company agrees that all work or services presently performed by Bargaining Unit employees shall not be sub-contracted, transferred, leased, assigned, or conveyed in whole or in part to any other plant, person, company or non-unit employee. It is understood and agreed that this will not apply in cases where the Company does not have the person power, skills, equipment, or facilities to do so and the work cannot be performed to required specifications and within the projected time limits.

16.2 The Company shall not be precluded from engaging contractors for other services provided no Full-time Employees are displaced because of such engagement.

16.3 The establishment and maintenance of classifications and job descriptions shall be the responsibility of the Company in consultation with the Union.

16.4 Duty to Accommodate and Modified Work

Under the Alberta Human Rights Act, the Company, the Union, and the employee share a responsibility in seeking reasonable accommodation and/or placement of an injured or disabled employee who is declared medically fit to work to the point of undue hardship to the Company.

## **Article 17.00 Seniority**

17.1 Seniority shall be based on date of hire.

17.2 An employee shall lose seniority by reason of:

- (a) Dismissal for proper cause;
- (b) Voluntary resignation;
- (c) Continuous lay-off for a period of one (1) calendar year;
- (d) Failure to report to work within five (5) working days after being notified in writing at the employee's last known address or email address to report for duty following a lay-off, unless the employee can provide satisfactory reason in writing for such failure to report to duty within the prescribed time. It shall be the responsibility of the Employee to keep the Company informed of their current address.

17.3 When vacancies are being filled within the jurisdiction of the Union, they shall be posted internally for a minimum of one week. The required knowledge, qualifications and skills in the job posting shall be primary consideration. When two (2) or more applicants are qualified to fulfill the duties of the position, seniority shall be the determining factor.

17.4 Temporary Vacancies

Any temporary positions that are anticipated to be more than sixty (60) days shall be posted immediately.

## **Article 18.00 Sick Leave**

18.1 Annual Paid Sick Leave

Ninety-six (96) paid hours sick leave per year shall be earned by a Full-time Employee at the rate of eight hours per month once they have completed the probationary period. Employees shall have access to the full ninety-six (96) hours paid sick leave at the beginning of each calendar year. The Employee may request up to one (1) paid sick leave day per occasion for the purpose of attending to or making arrangements for the care of a member of the family with illness.

A paid sick day will equal the Employee's scheduled straight-time hours of work for that day at the Employee's regular pay.

## **18.2 Personal Leave**

Full time employees shall be entitled to forty (40) hours paid personal leave which may be used in the calendar year (pro-rated in the first calendar year of employment) for which it is earned. Personal leaves shall be applied for and scheduled in accordance with Article 8.00.

## **18.3 Leave for Dental and Medical Appointments**

A Full-time Employee who arranges a medical or dental appointment during working hours shall be allowed to meet such an appointment during working hours without loss of pay, provided that they are not absent from work for a period longer than three (3) hours, to a maximum of twenty-five (25) hours per calendar year. Such employees shall not be obliged to make up time spent away from work to keep the appointment. Leave for a medical or dental appointment must be approved by the Manager at least two (2) days in advance. Employees shall make every effort to book appointments outside of scheduled hours of work where possible.

## **18.4 Doctor's Notes**

When a doctor's note is requested, the Company shall reimburse the Employee for any associated fee. In the event the Company requires a medical certificate the Company must provide notice of that requirement in advance.

## **Article 19.00 Leave(s) of Absence**

**19.1** For all statutorily required leaves lasting ten (10) days or more, Employees may make arrangements to prepay both the Employee and the Company's portion of the extended health and dental benefit premiums.

## **19.2 Bereavement Leave**

In the event of a death in the family, an employee shall be granted up to four (4) shifts leave with pay for the purposes of grieving, making funeral arrangements, and/or attending a funeral ceremony. Employees are entitled to separate the days if required (i.e., the spreading of ashes at a later date). Where attending the funeral requires travel, such leave may be extended by up to two (2) days to allow for travel time. In extenuating circumstances, additional leave may be applied for in accordance with Article 8.

Family shall be defined in accordance with the Employment Standards Code.

### **19.3 Maternity/Parental/Adoption Leave**

Employees shall be granted maternity, adoption and/or parental leave in accordance with the Alberta Employment Standards Code. Seniority and service will continue to accrue during approved maternity/adoption/parental leave.

### **19.4 Banked Overtime**

Should an employee choose not to receive overtime payments as specified in 8.3 of the Collective Agreement, they shall have the option of receiving overtime pay at regular rates of pay and credit an equal dollar amount to an overtime bank, or credit the total overtime amount to an overtime bank. An employee may bank the accumulated total of the time equivalent of one hundred and twenty (120) regular hours. Banked overtime credits shall be used within the calendar year they are accumulated. They may only be used after accumulated vacation accrual have been used. Should banked overtime credits remain at the calendar year end, employees shall receive a payout.

### **19.5 Union Leave**

An employee shall be granted leave without pay or loss of seniority for the purposes of attending Union conventions, workshops, seminars, or schools. The Employer will pay the Employee as normal and invoice the Union to recuperate the costs.

### **19.6 Jury and Legal Witness Leave**

Up to ten (10) days paid jury and legal witness are provided to employees who are summoned for jury duty. Court documentation must be provided to the Company. Any jury service duty pay must be signed over to the Company.

## **Article 20.00 Savings Clause**

**20.1** Should any provision of the Collective Agreement be rendered null and void or materially altered by legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement. Should government legislation or regulations vary conditions as defined in the Agreement, such condition shall automatically apply. All negotiated benefits and language shall remain in effect for the duration of the Collective Agreement.

## **Article 21.00     Duration**

**21.1** This Agreement shall be effective as of the first full pay period following successful ratification by both Parties and shall remain in force and effect up to and including the later of:

- (a) Last pay period of 2022, or
- (b) in accordance with section 130 (1) of the Alberta Labour Relations Code:
- (c) a new collective agreement is concluded,
- (d) the right of the bargaining agent to represent the employees is terminated, or
- (e) a strike or lockout commences in accordance with Division 13 of the Alberta Labour Relations Code.

Signed this 12 day of ~~January~~ <sup>MARCH</sup> 2021.

For Company

For Union

