
COLLECTIVE AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2832



and

HOMELAND HOUSING



Effective
January 1, 2021 to December 31, 2023



Canadian Office & Professional Employees
Local 491

Table of Contents

PREAMBLE	3
ARTICLE 1 – TERM OF COLLECTIVE AGREEMENT.....	3
ARTICLE 2 – DEFINITIONS	4
ARTICLE 3 – MANAGEMENT RIGHTS	6
ARTICLE 4 – UNION RECOGNITION, MEMBERSHIP, AND UNION DUES	6
ARTICLE 5 – FREEDOM FROM DISCRIMINATION.....	7
ARTICLE 6 - JOINT COMMITTEES.....	8
ARTICLE 7 – PROBATIONARY PERIOD	9
ARTICLE 8 – SENIORITY.....	9
ARTICLE 9 - VACANCIES, JOB POSTINGS, APPLICATIONS, PROMOTIONS, AND TRANSFERS.....	11
ARTICLE 10 – WORK OF THE BARGAINING UNIT/ CONTRACTING OUT	13
ARTICLE 11 – CLASSIFICATIONS AND JOB DESCRIPTIONS.....	13
ARTICLE 12 – HOURS OF WORK	14
ARTICLE 13 – LAY-OFFS AND RE-EMPLOYMENT	17
ARTICLE 14 – DISCIPLINE, DISMISSAL, AND RESIGNATION.....	19
ARTICLE 15 – GRIEVANCE AND ARBITRATION PROCEDURE	20
ARTICLE 16 – VACATION.....	24
ARTICLE 17 —STATUTORY NAMED HOLIDAYS.....	27
ARTICLE 18 – SICK LEAVE	29
ARTICLE 19 – LEAVES OF ABSENCE	31
ARTICLE 20 –WAGES AND OVERTIME.....	34
ARTICLE 21 – ALLOWANCES AND ENTITLEMENTS	36
ARTICLE 22 – COURSES AND TRAINING	39
ARTICLE 23 – GROUP HEALTH BENEFITS PLAN.....	40
ARTICLE 24 – PENSION, RRSP, AND RETIREMENT BENEFITS.....	42
ARTICLE 25 – WORKERS' COMPENSATION	44
ARTICLE 26 - GENERAL.....	45

PREAMBLE

WHEREAS, it is the purpose of both parties of this Agreement to:

- (a) maintain and improve harmonious relations and respect between the Employer, Employees and the Union;
- (b) recognize the mutual value of joint discussions and negotiations in matters pertaining to conditions of employment;
- (c) ensure that operations are effective and efficient;
- (d) deliver high quality, resident-centered services consistent with the Employer's policy of protecting the interest of seniors and the community; and
- (e) promote the morale, well-being, and security of Employees.

ARTICLE 1 – TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, unless altered by mutual consent of both parties hereto, shall be in full force and effect from January 1, 2021, to December 31, 2023, and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period of sixty (60) to one hundred twenty (120) days prior to its expiration date.
- 1.02 Where notice to amend this Agreement is given, this Agreement shall remain in full force and effect until a new Agreement has been executed, the right of the bargaining agent to represent the Employees is revoked, or a strike or lockout commences under the provisions of the Alberta Labour Relations Code. Both Parties agree that there shall be no strike or lockout during the term of this Agreement.
- 1.03 CUPE shall supply each Employee within the bargaining unit with a copy of this Agreement within thirty (30) days of it coming into effect. All new Employees within the unit shall be supplied with a copy of this Agreement by the Union during orientation.
- 1.04 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any proposed amendments at the commencement of negotiations.
- 1.05 Changes to this Collective Agreement may be made by the parties to the Agreement, provided that such changes are reduced to writing and signed by the individuals who have the authority to sign on behalf of their respective organizations. Such changes shall become part of the Collective Agreement.

ARTICLE 2 – DEFINITIONS

- 2.01 It is acknowledged that all gender references in this Collective Agreement will be gender-neutral.
- 2.02 "Area Manager" shall mean the manager or designate in charge of the site(s).
- 2.03 "Basic Rate of Pay" shall mean the applicable step in the pay range of the Employee's classification as set out in the Wage Schedule, exclusive of any premium payments including overtime or any other amounts.
- 2.04 "Casual Employee" shall mean one who is not regularly scheduled but who works on a call-in basis; and/or is scheduled to relieve in the case of illness, leaves of absence, vacations, or perform extra duties as operations require.
- 2.05 "Chief Executive Officer" shall mean the Chief Executive Officer of Homeland Housing.
- 2.06 "Classification" shall mean the Employee's position on the wage grid.
- 2.07 "Continuous Service" shall mean the period of employment commencing on the latest date of employment that is not interrupted by termination, dismissal, resignation, or retirement.
- 2.08 "Day" shall mean any twenty-four (24) hour period calculated from the time the Employee commences their scheduled shift.
- 2.09 "Employee" shall mean a person employed by the Employer for whom the Union has been certified as the bargaining agent.
- 2.10 "Employer" shall mean Homeland Housing and shall include such officers as Homeland Housing may appoint or designate from time to time to carry out duties in respect to the operation and management of Homeland Housing.
- 2.11 "Full-time Employee":
- (a) At Gibbons, it shall mean an Employee who is scheduled to work forty (40) hours per week averaged over one (1) complete cycle of shift schedule. All full-time Employees shall normally work a minimum of eight (8) hours per day.
 - (b) At Westlock, it shall mean an Employee who is scheduled to work thirty-seven and one-half (37½) hours per week averaged over one (1) complete cycle of the shift schedule (12 weeks). All full-time Employees shall normally work a minimum of seven and one-half (7½) hours per day.

- 2.12 "Part-time Employee" shall mean an Employee who is scheduled and works less than those hours established for full-time employment. The Employer shall optimize the number of part-time employees eligible for benefits.
- 2.13 "Grievance" shall mean any difference arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement.
- 2.14 "Master Schedule Rotation" shall mean the period of time when the shift schedule repeats itself and is no greater than twelve (12) weeks.
- 2.15 "Pyramiding" means the payment of two (2) or more differentials under different provisions of this Collective Agreement for the same hours worked.
- 2.16 "Regular Employee" shall mean one who works full-time or part-time and has completed the required probationary period.
- 2.17 "Seniority" shall be the date a Regular Employee's continuous service commenced within the bargaining unit, including all prior periods of service as a Casual and Temporary Employee.
- 2.18 "Shift" shall mean either:
- (a) a day shift, where the majority of hours fall between 6:30 am and 5:00 pm;
 - (b) an evening shift, where the majority of hours fall between 2:30 pm and 11:00 pm;
 - (c) a night shift, where the majority of hours fall between 10:30 pm and 6:30 am; and
 - (d) no split shifts.
- 2.19 "Temporary Employee" shall mean one who is hired temporarily in accordance with Article 9.05 to fulfill a temporary vacancy of two (2) months up to six (6) months in duration, or an approved sick or other leave of up to six (6) months. Subject to the terms of Article 9.05, if a Temporary Employee's assignment is extended to twelve (12) months or more, all the provisions of this Agreement, including Seniority, clothing allowance, and benefits, will apply.
- 2.20 "Time worked" shall be deemed to have worked on the day on which the majority of hours of the shift fall for the purposes of applying the terms of this Collective Agreement.
- 2.21 "Union" shall mean the Canadian Union of Public Employees Local 2832.
- 2.22 "Week" shall mean that period between midnight on Sunday and midnight on the immediately following Sunday.
- 2.23 "Weekend" shall mean Saturday and Sunday.

- 2.24 "Weekend Differential" shall mean the hours from 1500h Friday to 0630 Monday inclusive.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 Except as limited by the Collective Agreement, the Union recognizes that the Employer shall have the sole and exclusive right to direct Employees, to maintain order, to organize and reorganize the work of employees, to hire, appoint, promote, demote, create and amend classifications, transfer Employees within each worksite, lay off, recall, make or alter rules and regulations to be observed by employees; determine and change the methods of carrying out the Employer's operations; set standards for performance of work, determine work to be performed. The Employer has the right to discipline, suspend, or discharge Employees for Just Cause. Matters not covered by the provisions of this Collective Agreement shall be dealt with at the Employer's sole discretion.
- 3.02 The Employer agrees to exercise these rights in a fair and reasonable manner.

ARTICLE 4 – UNION RECOGNITION, MEMBERSHIP, AND UNION DUES

- 4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees as may be covered by the most recent Certification order issued by the Labour Relations Board of the Province of Alberta. No Employee shall be required or permitted to make any written or verbal agreement that may be in conflict with the terms of this Agreement. Any such agreement shall be rendered null and void and shall be discontinued immediately upon receipt of notice by the Union.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement that may be in conflict with the terms of this Agreement. Any such agreement shall be rendered null and void and shall be discontinued immediately upon receipt of notice by the Union.
- 4.03 The parties shall exchange lists of designated persons who may generate or receive correspondence arising out of the administration of the Collective Agreement. The lists shall be updated as changes occur.
- 4.04 The Employer will send copies of all correspondence and job postings regarding staff changes, including retirements, resignations, appointments, promotions, and terminations, to the Secretary-Treasurer of the Local or designate.
- 4.05 An Employee representative of the Union shall have the right to make a presentation of up to fifteen (15) minutes, without loss of pay, at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities, and benefits under the Collective Agreement.
- 4.06 An Employee shall have the right to Union representation at any individual meeting called

by the Employer.

- 4.07 Persons whose jobs are not in the bargaining unit shall not work in a position which is included in the bargaining unit, except in an emergency or for training or instruction, and provided the act of performing the work does not reduce the hours of pay or work of any regular Employee. It is understood that the Area Manager, as part of their duties, has the right to occasionally do the work of employees covered by this Agreement or to instruct new Employees.
- 4.08 The Employer recognizes that the Union shall have the rights to assistance of a CUPE National Representative.
- 4.09 The Employer shall provide a suitable bulletin board for the Union to post notices and information for its members. This bulletin board must be easily accessible and conspicuous to all Employees.
- 4.10 Union Dues
- (a) The Union shall notify the Employer in writing of the amount of any change in dues to be deducted from the Employee's wages not less than thirty (30) calendar days before the effective date of such change.
 - (b) The Employer shall deduct and pay to the National Secretary-Treasurer of the Union the Union dues, initiation fees, and assessments out of wages due to the Employee within fifteen (15) calendar days following the completion of the last payroll in the calendar month. The Employer shall provide the names, addresses, phone numbers, wage and increment step, position, and hours of Employees on whose behalf the deductions have been made to the Local Secretary-Treasurer.
 - (c) The Employer shall show on the Employees' T-4 slips the total amount of Union dues deducted for the taxation year.
 - (d) It shall be the responsibility of the Employee to notify the Employer in writing within fourteen (14) calendar days of any changes in name, marital status, address, and contact information. A copy of such notification shall be emailed to the President of the Local.

ARTICLE 5 – FREEDOM FROM DISCRIMINATION

- 5.01 The Employer, the Union, and its members agree that there shall be zero tolerance on behalf of anyone for discrimination, interference, restriction or coercion exercised or practiced in respect of any Employee by reason of age, race, color, place of origin, ancestry, political or religious affiliation or beliefs, gender, gender expression, gender identity, sexual orientation, marital status, family status or source of income, place of

residence, or physical disability, mental disability, nor by reason of membership, non-membership or activity in the Union.

The Employer and the Union recognize the right of all Employees to work in an environment free from harassment or discrimination. Accordingly, any complaint alleging harassment or discrimination shall be treated seriously and reported in writing in accordance with the Employer's policy.

- 5.02 Cyber Harassment shall be defined as using any form of social media used to bully, harass, coerce, or intimidate other Homeland Housing Employees.
- 5.03 The Employer and the Union recognize the right of all Employees to work in an environment free from harassment and discrimination. Accordingly, any complaint alleging harassment or discrimination shall be treated seriously and reported in writing in accordance with the Employer's policy.
- 5.04 Cyber Harassment shall be defined as using any form of social media to bully, harass, coerce, or intimidate other Homeland Housing Employees.
- 5.05 Physical harassment shall be defined as hitting, pushing, or other aggressive physical contact, touching, or threats to take such action, gestures, or displaying offensive signs or pictures.
- 5.06 Sexual harassment shall be defined as any sexually-oriented practice that undermines an Employee's health or job practice or endangers an Employee's employment status or potential.
- 5.07 Verbal harassment shall be defined as derogatory comments regarding any of the protected grounds identified in Article 5.01 as well as any threats of physical harm or the distribution of written or graphic material which a reasonable person would understand to be derogatory or offensive.
- 5.08 With regard to Employees, any action may be considered harassing if it:
 - (a) Creates a hostile, intimidating, or offensive conditions in the work environment.
 - (b) Unreasonably interferes with an Employee's work performance.
 - (c) Adversely impacts an individual's employment opportunities.

ARTICLE 6 - JOINT COMMITTEES

- 6.01 Labour Management Committee

The parties shall establish a Labour Management Committee at each site which shall meet twice annually or more often if the need arises. The Committee shall comprise at least two (2) and up to four (4) representatives of both the Union and the Employer. In addition, the Union may request that the CUPE National Representative attend these meetings. The purpose of this Committee will be to discuss mutual concerns pertaining to the Collective Agreement and working conditions. These meetings will also assist the Employer and the Union in clarifying new practices or new policies. Minutes shall be taken and sent to the Employer and President of the Local. Recommendations of the Committee will not be binding or subject to the grievance and arbitration process. The parties shall alternate chairing and taking minutes at the meetings.

6.02 Health and Safety Committee

There shall be one Health and Safety Committee for Westlock and one Committee for Gibbons. The Committee shall comprise at least two (2) representatives of both the Union and the Employer. The Health and Safety Committee shall hold, at minimum, quarterly meetings to jointly consider, monitor, inspect, investigate and review health and safety conditions and practices and to improve existing health and safety standards. Minutes shall be recorded and distributed to the members. Recommendations of the Committee will not be subject to the grievance and arbitration process.

ARTICLE 7 – PROBATIONARY PERIOD

7.01 Newly hired Employees shall serve a probationary period of four hundred (400) hours or six (6) months, whichever occurs first. The Employer will provide a performance evaluation on or before 230 hours or three (3) months, whichever occurs first.

7.02 A probationary Employee may be dismissed without cause or notice and without recourse to the Grievance or Arbitration procedure at any time during the probationary period.

ARTICLE 8 – SENIORITY

8.01 Seniority shall be the date a Regular Employee's continuous service commenced within the bargaining unit, including all prior periods of service as a Casual and Temporary Employee.

8.02 Casual or Temporary Employees whose status changes to Regular Full-time or Part-time position shall have Seniority credited back to the Employee's hire date.

8.03 Seniority shall not apply during the Probationary Period. However, once the probationary period has been completed, Seniority shall be credited from the seniority date established in Article 8.01.

8.04 Upon amalgamation to Local 2832, all Regular Employees of the previous Locals 1461

and 2832 shall retain their current Seniority based upon the date of hire.

8.05 Seniority shall not accrue:

- (a) thirty (30) days after being laid off;
- (b) with Workers' Compensation leave in excess of ninety (90) days;
- (c) with long-term disability leave in excess of ninety (90) days; or
- (d) with an unpaid leave of absence in excess of thirty (30) days.

8.06 An up-to-date seniority list and a list of Regular Employees on lay-off shall be sent to the President of the Local in January of each year, and when any Regular Employee is served a Notice of Lay-off, and such a list shall indicate each Employee's classification.

8.07 Seniority is determined by the date of hire for Regular Employees. If two or more Regular Employees have the exact date of hire, a coin toss determines the seniority ranking for those employees. This ranking shall be used to establish the master seniority list of the combined locals.

8.08 Where an Employee in the bargaining unit accepts a position with the Employer which is Excluded from the bargaining unit:

- (a) Seniority shall be forfeited.
- (b) Notwithstanding Article 8.06(a), Seniority will not be forfeited but cease to accrue while an Employee is in an excluded position if:
 - (i) the Employee returns to a position in the bargaining unit within one (1) year of commencing the excluded position; and
 - (ii) there is no break in service between leaving the excluded position and re-entering the bargaining unit.

8.09 Seniority shall be lost for any of the following reasons:

- (a) resignation of the Employee in writing;
- (b) discharge for just cause;
- (c) if the Employee fails to return for work after lay-off pursuant to Article 13.02;
- (d) if the Employee fails to report to work without permission for a period exceeding

three (3) working days;

- (e) upon the expiration of twelve (12) months following a lay-off during which the Employee has not been recalled; and
- (f) the Employee retires.

ARTICLE 9 - VACANCIES, JOB POSTINGS, APPLICATIONS, PROMOTIONS, AND TRANSFERS

- 9.01 All vacant positions the Employer requires to be filled, and all new positions shall be posted at each site. Each posting shall state the following information:
- (a) job title;
 - (b) responsibilities;
 - (c) qualifications;
 - (d) existing shift schedule;
 - (e) basic rate of pay;
 - (f) the full-time equivalency of the position, and
 - (g) to whom applications should be submitted.
- 9.02 All vacancies or newly established positions shall be posted internally for at least seven (7) days before any outside advertisement or postings unless the Employer and the Union agree in writing to a longer or shorter period. All internal applicants and the Union will be advised of the competition results within fourteen (14) days of its conclusion.
- 9.03 Where vacancies are to be filled, or new classifications are created within the scope of this Agreement, such vacancies shall be filled wherever possible from within the bargaining unit. Such vacancies shall be filled based on Seniority provided that the applicants possess the necessary qualifications for the job and have the ability to perform the work.
- 9.04 Where no applicant from within the bargaining unit possesses both the qualifications of the job and the ability to perform the work, the Employer may post the position externally at the expiration of the period specified in Article 9.02.
- 9.05 Temporary vacancies, excluding parental leaves, shall be two (2) months and up to six (6) months in duration. A vacancy may be extended past six (6) months by mutual and written Agreement between the Employer and the Union.
- (a) Temporary vacancies shall be posted and filled in accordance with Article 9.02, Article 9.03 and Article 9.04.

- (b) The provisions of Article 12.07 of this Agreement will not apply as a result of any changes to the shift schedule which may occur through the operation of this Article.
 - (c) All Employees shall be allowed to apply for temporary positions without loss of benefits or status of their position, and the following conditions shall apply:
 - (i) Employees appointed to a lower level classification shall maintain their base wage rate of their existing classification;
 - (ii) Employees appointed to a higher level classification shall be moved on the wage grid to a base wage rate greater than their wage rate at their current classification. For example, a Food Services Aide at Level 2 accepts a temporary position as Cook I for three months, and they would be placed at Level 1 of the Cook I classification.
 - (iii) At no time shall an Employee's base wage rate decrease due to an appointment to a Temporary position.
 - (d) The Temporary position will end immediately upon the return to work of the absent Employee, and the Employee shall return to their previous classification, base wage rate, and status, if any, held prior to the Temporary position.
- 9.06 Promotions will be based on the qualifications, skills, and abilities needed to fill the position. Where the Employer considers these factors to be relatively equal, Seniority will be the deciding factor.
- 9.07 Any Employee transferred or promoted to a new classification within the wage grid shall serve a trial term of three (3) calendar months from the date of promotion to that position. The trial term shall only be extended by mutual agreement between the Employer and the Union.
- 9.08 During the trial term, if, in the opinion of the Employer, the Employee fails to demonstrate their suitability for that position, or upon the request of the Employee, the Employer shall remove the Employee from that position, and the Employee will be placed in their former classification and full-time equivalency (FTE), without posting and without any contravention of the posting provisions in Article 9, at their former basic rate of pay.
- 9.09 During this trial period, the Employee may choose, or the Employer may direct the Employee to return to the Employee's former position and basic rate of pay without loss of Seniority.

9.10 Job Abandonment

- (a) An Employee who is absent for more than three (3) consecutive working days without authorization of the Employer shall be considered to have terminated their employment. However, the termination will be rescinded if the Employee demonstrates that special circumstances beyond the Employee's control prevented them from reporting to their designated place of work.
- (b) An Employee that leaves their shift without approval from their Area Manager or designate shall be deemed to have abandoned their position and their employment terminated.

ARTICLE 10 – WORK OF THE BARGAINING UNIT/ CONTRACTING OUT

- 10.01 Employees whose jobs are not in the bargaining unit shall not perform bargaining unit work, except in the case of instruction, emergency, or when casual staff and bargaining unit members who are on the staff replacement list have been contacted and are not available.
- 10.02 The Employer agrees not to contract out work of the bargaining unit that would result in the lay-off of a Regular Employee of the bargaining unit during the term of this Agreement.

ARTICLE 11 – CLASSIFICATIONS AND JOB DESCRIPTIONS

- 11.01 The Employer agrees to provide the Union with the current job descriptions upon request from the Union, or if a job description is modified, the Union will be notified, and a copy will be provided to the Union within five (5) working days.
- 11.02 Job classifications shall be listed in the wage grid. When the Employer changes job descriptions, the Employer and Union shall meet to discuss the job description, pay rate, and whether the Employee is correctly classified. The Employer will consider these discussions when making their final decision.
- 11.03 Where a new classification is established and filled within the bargaining unit during the term of this Agreement, the Employer shall notify the Union and provide the schedule of wages deemed appropriate for the classification and give written notice within fifteen (15) calendar days of same to the Union.

If the Union fails to object in writing within fifteen (15) calendar days of receipt of the notice from the Employer, the salary structure shall be considered as implemented.

- (a) If the Union objects to the schedule of wages established by the Employer and through negotiations, both parties agree to revise the schedule of wages, and the

revised schedule of wages shall be retroactive to the date the new classification was established.

- (b) Failing resolution of the matter by negotiation within a further sixty (60) calendar days of the receipt of the notice from the Employer, it may be referred to Arbitration as provided in Article 15 of this Collective Agreement.

ARTICLE 12 – HOURS OF WORK

12.01 In Gibbons, at the time of change from Standard to Daylight Saving Time, Employees working the midnight shift shall work seven (7) hours and be paid for eight (8) hours. When reverting from Daylight Saving to Standard Time, employees will each work nine (9) hours and be paid accordingly with one (1) hour at the overtime rate. A similar adjustment will be made in Westlock based on a seven and one-half (7½) hour workday.

12.02 Work shifts are arranged to provide continuous, twenty-four (24) hour operation of the facility seven (7) days a week.

12.03 The Employer will endeavor to provide all Regular Employees with two (2) consecutive days off per week.

12.04 The normal hours of work for Gibbons shall not exceed eight (8) hours in a shift. The normal hours of work for Westlock shall not exceed seven and one-half (7½) hours in a shift except for the Cook and Head Cook classifications, who work 8-hour shifts.

12.05 Rest Periods and Meal Breaks

- (a) Employees shall be permitted one fifteen (15) minute rest period for each full period of three-point five zero (3.50) hours worked.
- (b) Employees working a shift of five-point zero (5.0) hours or longer shall be entitled to a one-half (1/2) hour unpaid meal break.
- (c) If the Employer requires an Employee to be readily available for duty or to remain on-site during their meal break, the Employee shall be so designated in advance and paid for that meal break at their basic rate of pay for the entire meal break.
- (d) Rest and meal periods shall not be scheduled in conjunction with the shift starting and ending times or taken together.
- (e) If an Employee is recalled to duty during their meal period or rest period, they shall be given an entire meal period or rest period later in their shift, or where that is not possible, be paid at 1.5 times their Basic Rate of Pay for the meal or rest period.

12.06 Master Schedule Rotation

The Employer shall provide a cyclical Twelve Week Master Schedule Rotation that provides the following:

- (a) No less than twelve-point zero (12.0) hours off between shifts.
- (b) No more than ten (10) days worked in a fourteen (14) calendar day period.
- (c) No more than six (6) days worked in a row.
- (d) No more than eight point zero (8.0) hours per day (Gibbons) and seven point five (7.5) hours per day (Westlock), except for the Head Cook, Cook I, and Cook II classifications, which shall be eight point zero (8.0) hours per day.
- (e) No more than two (2) weekends worked during a four-week rotation for Regular Full-Time Employees.
- (f) No more than three (3) weekends worked during a four-week rotation for Regular Part-Time Employees.
- (g) If the Employer changes the Master Schedule Rotation with less than one calendar month, notice, Regular Employees shall be paid at the overtime rate for only those shifts altered for the next fourteen (14) day period as outlined in Article 20.06.
- (h) A weekend is defined as Saturday and Sunday inclusive.

12.07 Shift Schedules

- (a) The Employer shall post a Shift Schedule six (6) weeks in advance.
- (b) If during a posted Shift Schedule, the Employer changes a Regular Employee's scheduled day(s) off, the Employee shall be paid 1.5 times their basic wage rate for all hours worked that would otherwise have been the Employee's off-duty days, unless fourteen (14) days of such notice has been provided to the Employee in writing, and such change shall be recorded on the Shift Schedule.
- (c) If during a posted Shift Schedule, the Employer changes a Regular Employee's scheduled shift, but not the Employee's day off, the Employee shall be paid 1.5 times their basic wage rate for all hours worked during the shift(s) of the changed schedule, unless fourteen (14) days of such notice has been provided to the Employee in writing, and such change shall be recorded on the Shift Schedule.

- (d) A call-in or call-back is not considered a change to the Shift Schedule.

12.08 Shift Schedules: Regular Part-Time Employees

- (a) Regular Part-Time Employees shall be eligible to work additional hours resulting from vacation and leaves of absence of other employees of more than two (2) weeks, and not more than two (2) months in duration. Such hours shall be offered in the order of their Seniority provided that there is a Regular Part-time Employee that:
 - (i) has indicated their interest in writing in advance for such additional hours; and
 - (ii) possess the qualifications of the job and the ability to perform the work for such additional hours.
- (b) Regular Part-time Employees who are scheduled for additional hours over and above their regularly scheduled shifts:
 - (i) shall be paid their Basic Rate of Pay for any additional hours so scheduled, notwithstanding the provisions of Article 20;
 - (ii) shall be paid in accordance with Article 20, where the total hours of work exceed those in Article 12.04.
- (c) The Employer will not be obligated to offer additional hours to part-time Employees which would result in the payment of overtime as per Article 20.
- (d) In the case of additional hours resulting from vacation, leaves of absence, sick leave, or Workers' Compensation absences of less than two (2) weeks in duration, the Employer may offer such hours to Casual Employees.

12.09 Shift Schedules: Casual Employees

- (a) Casual Employees shall be eligible to accept hours resulting from vacation, leaves of absence, sick leave, or Workers' Compensation absences of less than two (2) weeks in duration.
- (b) Casual Employees shall be offered shifts in order based on their date of hire.
- (c) Casual Employees shall provide their Area Manager or designate with their monthly availability calendar at least five (5) calendar days before the expiry of the current month.

- (d) Casual Employees shall work a minimum of fifty (50) percent of offered shifts during a three (3) calendar month period. Casual Employees not working the minimum offered shifts shall be removed from the Casual Employee list and their employment terminated.

12.10 Shift Exchanges

Employees may exchange shifts among themselves provided that:

- (a) The trade is mutually agreed to, in writing between the Regular, Temporary, or Casual Employee.
- (b) A completed Shift Trade Request form is submitted to the Area Manager or designate seven (7) calendar days before the date of the shift exchange(s).
- (c) Prior approval has been given by the Area Manager or designate.
- (d) There shall be no additional costs to the Employer.

ARTICLE 13 – LAY-OFFS AND RE-EMPLOYMENT

13.01 Lay-off

- (a) Lay-off is defined as a separation from employment due to lack of work or a reduction in hours to Regular Employees.
- (b) Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a lay-off, Employees shall be laid off in the reverse order of their bargaining unit-wide Seniority, providing they have the qualifications to perform the job available.
- (c) The Employer shall notify and consult with the Union, where possible, in advance of serving lay-off notice to any Employee. The Employer shall notify in writing Employees who are to be laid off fourteen (14) calendar days before the lay-off is to be effective, except that the fourteen (14) calendar days' notice shall not apply where lay-off results from a natural disaster, fire, flood, or a work stoppage by Employees not covered by this Agreement.
- (d) When an Employee has not been given fourteen (14) calendar days' notice, or when the lay-off results from a natural disaster, fire, flood, or a work stoppage by Employees not covered by this Agreement, the Employer agrees to pay the Employee(s) the difference between the fourteen (14) calendar days and the actual amount of notice given.

- (e) The laid-off Employee, in accordance with Article 13.01(c), shall have the opportunity to either:
 - (i) accept the lay-off; or
 - (ii) accept a vacant position for which they are qualified, if available; or
 - (iii) where it is necessary to reduce the hours of the work rather than lay-off the whole position, the Employee may choose to accept the reduced hours of work;
 - (iv) bump into a position for which they are qualified; or
 - (v) work as a casual Employee.

13.02 Once the Employee has been given notice of lay-off or position abolishment, within five (5) calendar days after such notice, the Employee shall determine which if any position they wish to secure, and provide written notice of the selection and position, with a copy provided to the Union.

13.03 Re-employment and Recall

- (a) Employees laid off shall have the opportunity for recall into any vacant positions, for which they are qualified, for a period of twelve (12) months following the date of lay-off.
- (b) Employees on lay-off shall be recalled in order of their Seniority.
- (c) Employees laid off shall submit their current address and telephone number to the Employer. If the Employer is unable to contact the Employee personally, notice of re-employment shall be by registered mail to the address provided by the Employee and will be deemed to be received seven (7) days after mailing.
- (d) Employment shall be deemed terminated when an Employee does not return from lay-off on the start date specified in the notification of re-employment or on the expiry of twelve (12) months from the date of lay-off, whichever occurs first.
- (e) An Employee re-employed in accordance with Article 13.03 (a), (b), and (c) shall retain all rights, benefits, and entitlements that were in effect at the date of lay-off Employees will not, however, accumulate sick leave credits, vacation, or Seniority while on lay-off.

13.04 New Hires

- (a) While there are Employees on lay-off, the Employer will not hire any new Employees unless none of the Employees on lay-off have the knowledge, qualifications, and abilities to do the work available or all qualified employees on lay-off have turned down a position. The position will then be posted as outlined in Article 9.
- (b) Employees on lay-off may choose to indicate their availability for casual shifts to the Employer and work such shifts without jeopardizing their right to re-employment pursuant to Article 13.03.

ARTICLE 14 – DISCIPLINE, DISMISSAL, AND RESIGNATION

14.01 Discipline

- (a) Except for the dismissal of an Employee serving a probationary period, there shall be no discipline or dismissal except for just cause.
- (b) None of the provisions of this Article shall prevent immediate suspension or dismissal for cause, subject to the grievance procedure.
- (c) Discipline shall normally be progressive, appropriate, and measured to the incident that gave rise to the discipline.
- (d) The Employer may discipline Employees for just cause by providing written disciplinary notices to Employees for poor conduct, unsatisfactory job performance, or infraction of the Employer's rules, regulations, and policies.
- (e) The Employer may issue a Letter of Expectation to outline job requirements and expectations. The intent of the letter is to clarify expectations for an Employee and to allow the Employee to meet those expectations.
- (f) A Letter of Expectation shall not be considered disciplinary but shall be placed on the Employee's Personnel file. Any Letter of Expectation placed on an Employee's personnel file shall be removed after a period of eighteen (18) months of worked time.
- (g) Copies of all written disciplinary notices issued shall be forwarded to the Union. In addition, all written disciplinary notices shall be signed by the Employee and Employer and placed in the Employee's personnel file.
- (h) An Employee shall have the right to have Union representation at any disciplinary meeting or discussion that may lead to discipline. Any dismissal or discipline of an

Employee may be subject to the grievance procedure (Article 15).

- (i) Where a manager or designate intends to hold an investigative meeting with an employee that has the potential to lead to discipline, the manager or designate shall provide the Employee with not less than twenty-four (24) hours advance notice and the purpose of the meeting so the Employee may contact the Union to arrange for a Steward or the CUPE National Representative to be present. The manager or designate will provide the Union with meeting particulars, date, time, and location. This requirement may be waived upon mutual Agreement between the Union and Employer.
- (j) An Employee required to attend a disciplinary or investigation meeting shall be paid at the Basic Rate of Pay for time spent in attendance at that meeting.

14.02 Any notice of discipline placed on an Employee's personnel file shall be removed after a period of eighteen (18) months of worked time exclusive of leaves of absences of thirty (30) days, provided that:

- (a) no further disciplinary action has been taken during that eighteen (18) month period; or
- (b) the disciplinary action is not the subject of an unresolved grievance.

14.03 An Employee shall have the right to have access to and shall be provided with access to copy their personnel file during office hours upon providing the Employer with at least three (3) business days' notice and a Union Representative present. No evidence from the Employee's personnel file may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing.

14.04 An Employee wishing to terminate their employment relationship shall be required to give two (2) weeks written notice to the Employer.

ARTICLE 15 – GRIEVANCE AND ARBITRATION PROCEDURE

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

15.02 An Employee may have the assistance of a Union representative at any time during the grievance procedure.

15.03 In this Article, the word "days" means consecutive calendar days excluding Saturdays, Sundays, and Statutory Named Holidays specified in Article 17.

15.04 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 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 their duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 2.
- (e) Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, or where a group of Employees has a grievance, a policy or group grievance may be filed by the Union commencing at Step 2.
- (f) Except for policy grievances, any grievance is to be submitted by the Union, with the grievance being signed by both the Union representative and the Employee.

15.05 Steps in the Grievance Procedure

- (a) Step 1 - Problem Solving

Prior to filing a grievance, an Employee who has a potential grievance shall, within fifteen (15) business days of the date they become aware of, or reasonably should have become aware of, the occurrence which may potentially lead to a grievance shall first discuss the matter with their immediate supervisor and Union representation, and attempt to resolve the potential grievance at this stage. The Employer will issue a written decision within ten (10) days of the meeting. 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 settled under Step 1, the Union shall submit the grievance in writing to the Director of Human Resources within ten (10) days of the written response from the Employee's immediate supervisor. The Director of Human Resources will forward the grievance to the appropriate Area Manager, and a meeting to hear the grievance will be scheduled within ten (10) days. The Area Manager or designate shall advise the Employee of their decision in writing within

ten (10) business days of the meeting at which the grievance was heard. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

(c) Step 3

If the grievance is not resolved at Step 2 above within ten (10) business days of the decision of the Area Manager, it shall be forwarded in writing by the Union, stating the nature of the grievance and redress sought, to the Chief Executive Officer or designated representative. The Chief Executive Officer shall schedule a meeting with the Union to hear the grievance within ten (10) business days of receiving the grievance. The Chief Executive Officer will issue a decision, in writing, to the Union within ten (10) days of hearing the grievance. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

15.07 Alternative Dispute Resolution Process

By mutual agreement, the parties may initiate the Dispute Resolution Process at any step of the Grievance Procedure. The parties may mutually agree to bypass stages, return to previous stages, and/or extend the time limits contained in the Dispute Resolution Process. Such agreements shall be confirmed in writing.

- (a) The parties may mutually agree to involve a facilitator or mediator and/or any other external resource. Any external resource costs, including those of a facilitator/mediator, will be cost-shared on a 50/50 basis between the Union and Employer. External resources will be utilized by mutual Agreement.
- (b) The facilitator(s) may take notes of discussions to share with the participants and to assist the consultation process. Notes taken by any of the participants are confidential and without prejudice to the legal or contractual rights of the parties. Comments made during consultation shall not be attributed to specific individuals.
- (c) Agreements reached in the Dispute Resolution Process are confidential and without prejudice to the legal and contractual rights of the parties and shall be confirmed in writing.
- (d) The Union or the Employer may conclude the Dispute Resolution Process at any time by written notice to the other party.
- (e) If facilitation does not achieve mutual resolve and/or withdrawal of a grievance, the parties will revert to the grievance procedure.
- (f) Notwithstanding the above, the parties may, upon mutual Agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel. The Panel decision

shall be final and binding on the Parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. It is further agreed that if the Panel cannot render a majority decision, the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined in this Article, or withdraw the grievance.

15.08 Arbitration

- (a) Either party wishing to submit a grievance to arbitration shall, within ten (10) business 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 and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.
- (b) Within seven (7) business days of receipt of notification provided for as above, the party receiving such notice shall:
 - (i) inform the other party of the name of its appointee to the Arbitration Board;
or
 - (ii) arrange to meet with the other party in an effort to select a single Arbitrator. Where Agreement cannot be reached on the principal and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to the Board have been named by the parties, they shall within seven (7) business days endeavor to select a mutually acceptable Chair of the Arbitration Board. If they cannot agree upon the choice of a Chair, an application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the Labour Relations Code.
- (d) In the case of an Arbitration Board, the Chair shall have the authority to render the decision with the concurrence of either of the other members and a the decision thus rendered or the decision of the single Arbitrator shall be final and binding on the parties.
- (e) The Arbitration decision shall be governed by the terms of this Agreement and shall not alter, amend, or change the terms of this Agreement. If the Arbitration Board finds that an Employee was unjustly suspended or dismissed or that the degree of penalty was inappropriate to the offense, it may modify the penalty to what is deemed fair in the circumstances.

- (f) Each of the parties to this Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chair or single Arbitrator shall be borne equally by the two (2) parties to the dispute.
- (g) Any of the time limits contained in the Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 16 – VACATION

16.01 Definition

For the purpose of this Clause:

- (a) "Vacation" means the annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first day of January in each calendar year and concluding on the last day of December in each calendar year.
- (c) Regular Part-Time Employees will begin earning vacation entitlement upon the commencement of employment.

16.02 Vacation Entitlement

Regular Part-Time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{l} \text{Regular hours worked excluding} \\ \text{overtime, during the preceding} \\ \text{year} \end{array} \times \begin{array}{l} \text{The applicable} \\ \text{percentage (\%)} \\ \text{outlined below} \end{array} = \begin{array}{l} \text{Number of paid} \\ \text{vacation hours to} \\ \text{be taken} \end{array}$$

16.03 Regular Employees shall receive an annual vacation with pay in accordance with their years of employment. Vacation rate changes shall be effective the first pay period after the Employee completes the required length of service as follows:

- (a) An Employee shall receive three (3) weeks' vacation with pay based on six percent (6%) of their wages earned in the previous year. From their hire date to the end of six (6) years of service
- (b) An Employee who has completed six (6) years of service shall receive four (4) weeks' vacation with pay based on eight percent (8%) of their wages earned in the previous year.
- (c) An Employee who has completed fifteen (15) years of service shall receive five (5) weeks' vacation with pay based on ten percent (10%) of their wages earned in the

previous year.

- (d) An Employee who has completed twenty (20) years of service shall receive six (6) weeks' vacation with pay based on twelve percent (12%) of their wages earned in the previous year.

16.04 Regular Employees shall accrue vacation time each pay period based on their service entitlement as outlined in Article 16.03 above.

16.05 Regular Employees shall accrue vacation pay at their current Base Wage Rate for all hours worked, less any shift differentials, premiums, and overtime.

16.06 Casual and Temporary Employees shall be paid an amount equivalent to five percent (5%) of their current Base Wage Rate for all worked hours per pay period, less any shift differentials and premiums.

16.07 There shall be no accrual of vacation pay or time entitlements during:

- (a) lay-off; or
- (b) a leave of absence without pay in excess of thirty (30) consecutive calendar days; or
- (c) an absence while in receipt of disability insurance or Workers' Compensation benefits, which exceeds thirty (30) consecutive calendar days.

16.08 Time of Vacation

- (a) Where an Employee submits a vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of that year. Once approved, it shall not be changed unless mutually agreed upon by the Employer and the Employee.
- (b) Where Employees have submitted their requests for vacation within the timeframe of January 1st to March 31st stipulated in Article 16.08(a), vacation dates shall be allocated based on Seniority, where it is operationally possible to do so. Requests for vacation submitted after March 31st shall be dealt with on a first-come, first-serve basis.
- (c) Requests to use vacation shall be subject to the Employer's approval and shall not exceed the number of vacation days accrued to the date of the request.
- (i) A Regular Employee shall be entitled to a minimum unbroken period of vacation equal to one (1) year's vacation accrual, except between June 1 and August 31; a

Regular Employee shall be entitled to use vacation time in two (2) week blocks unless otherwise mutually agreed between the Employee and the Employer.

- (ii) On September 15th of each year, the Employer shall provide the Regular Employee with a written statement of their accumulated vacation leave time as of August 31st of the same year. This written notice shall also state that remaining vacation time must be used by December 31st of the same year.
- (iii) Where mutual agreement cannot be reached between the Employee and Employer, the Employer has the right to schedule unused vacation time during the 4th Quarter of the calendar year (October 1 to December 31).
- (iv) No vacation time shall be carried forward to a subsequent year or paid out unless the Regular Employee has:
 - (i) taken the minimum vacation leave as required by Employment Standards (Alberta); and
 - (ii) has submitted a "Vacation Carry Over Request" approved by the Area Manager or designate and the Director of Human Resources. The maximum vacation leave carryover is five (5) workdays and must be taken in the following year.
- (v) Paid vacation time can be used in minimum increments of one (1) day as mutually agreed between the Employer and the Employee.
- (vi) An Employee required by the Employer to return to work during their approved scheduled vacation shall receive one and one-half (1½) time their Basic Rate of Pay for all hours worked, and their vacation days shall be reinstated for use at a future date.

16.09 Outstanding vacation pay shall be paid out on the second pay period of the following year.

16.10 Upon termination of employment, Employees shall be paid for the unused vacation time that has been earned through to the last day of employment.

16.11 No Regular Employee may continue to work and draw vacation pay in lieu of taking their vacation.

16.12 Sick While on Vacation

- (a) In the event that a Regular Employee is ill for three (3) consecutive days or more during their vacation, they may apply to the Area Manager or designate, and on presentation of a medical certificate, shall have that time charged against their

accumulated sick leave balance and vacation time shall be credited.

ARTICLE 17 – STATUTORY NAMED HOLIDAYS

17.01 This Article shall apply to all employees.

17.02 Regular Full-time Employees shall be entitled to a day off with pay on or for the following Statutory Named Holidays:

New Years Day	Canada Day	Remembrance Day
Alberta Family Day	August Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday	National Day of Truth & Reconciliation	
Victoria Day	Thanksgiving Day	

and will include any other such days to comply with the laws of Canada and Alberta.

To qualify for Statutory Named Holidays with pay, the Employee must:

- (a) A Regular Full-time Employee shall be entitled to a day off with pay for a Named Holiday provided they:
 - (i) work their scheduled shift immediately prior to and immediately following the Holiday except where the Employee is absent due to illness;
 - (ii) work on the Named Holiday when scheduled or required to do so; and
 - (iii) not be on a leave of absence.

17.03 Regular Full-Time Employees

- (a) A Regular Full-time Employee who works on a Named Holiday shall be paid at the rate of one point five times (1.5X) their Basic Rate of Pay for all hours worked and granted an additional day off at their Basic Rate of Pay to be taken at a time mutually agreed between the Employer and Employee **or** receive a payout for the additional day off at their Basic Rate of Pay.
- (b) When a Statutory Named Holiday falls on a day that would otherwise have been worked, the Employee will receive their regular hourly rate for the Employee's regularly scheduled hours.
- (c) When a Statutory Named Holiday falls on a Regular Full-time Employee's regularly scheduled day off, the Employee shall be granted a day off at their Basic Rate of Pay within thirty (30) days of that holiday.

- (d) A Regular Full-time Employee shall be entitled to a day off with pay for a Named Holiday provided they:
 - (i) work their scheduled shift immediately prior to and immediately following the Holiday except where the Employee is absent due to illness;
 - (ii) work on the Named Holiday when scheduled or required to do so; and
 - (iii) not be on a leave of absence.

17.04 Regular Part-Time Employees

- (a) A Regular Part-Time Employee who works on a Named Holiday shall be paid at the rate of one point five times (1.5X) their Basic Rate of Pay for all hours worked.
- (b) Regular Part-Time Employees shall be paid five percent (5%) of their earnings at the Basic Rate of Pay in lieu of the Named Holiday each pay period.

17.05 Casual and Temporary Employees

- (a) A Casual or Temporary Employee who works on a Named Holiday shall be paid at the rate of one point five times (1.5X) their Basic Rate of Pay for all hours worked.
- (b) A Casual or Temporary Employee shall be paid five percent (5%) of their earnings at their Basic Rate of Pay in lieu of the Named Holiday on each pay period.

17.06

- (a) When a Statutory Named Holiday falls during a Regular Full Time Employee's sick leave, maternity leave, or any other leave of absence, no other day off in lieu will be granted, nor will holiday pay be paid for that holiday.
- (b) When a Statutory Named Holiday falls on a Regular full-time Employee's vacation, it shall be scheduled as a Statutory Named Holiday.
- (c) A statutory holiday shall be deemed to include from 00:01h to 24:00h on the day of the named holiday.
- (d) Any Employee required to work on Christmas Day shall receive two and one-half (2 ½) times their Basic Rate of Pay for the hours worked on the holiday, or one (1) regular day of pay plus an additional day off with pay paid at one and one-half (1½) times the regular rate of pay.

ARTICLE 18 – SICK LEAVE

- 18.01 Sick leave is provided by the Employer to maintain regular earnings during absences due to illness, quarantine, and accidents for which compensation is not payable under the Workers' Compensation Act.
- 18.02 After a Regular Employee has completed their probation period; they shall be granted sick leave credits for all hours worked from the date of employment. The Regular Employee shall not be entitled to use sick leave credits during their probationary period.
- 18.03 The accrual and use of sick leave credits will be administered in accordance with the following:
- (a) Regular full-time Employees shall accumulate sick leave credits computed from the date they became a Regular full-time Employee at the rate of one and one-half (1½) working days for each full month of worked hours to a maximum of 800 hours.
 - (b) Regular part-time Employees shall accumulate sick leave credits computed from the date they became a Regular part-time Employee at the rate of one and one-half (1½) working days, pro-rated on the basis of their regularly scheduled and additional hours worked at their Basic Rate of Pay up to a maximum of 800 hours.
 - (c) When a Regular Part-time Employee accepts additional hours of work and then reports sick for those hours, the Employee shall not be entitled to utilize sick leave credits for those hours.
 - (d) Temporary Employees shall be eligible for sick leave benefits upon completion of six (6) months of continuous service in the temporary position, subject to Article 9.05(c).
 - (e) Payment of sick leave credits shall be calculated based on one hundred percent (100%) of the Employee's Basic Rate of Pay at the time of absence.
 - (f) When a Regular Employee has accrued the maximum sick leave benefit of 800 hours, the Employee shall no longer accrue sick leave credits until their total accumulation is reduced below the maximum. At that time, the Regular Employee shall recommence accumulating sick leave credits.
 - (g) To compute sick leave accumulation, days on which the Employee is on vacation shall be counted as worked hours.
- 18.04 Regular Employees are encouraged to schedule personal medical and dental appointments outside of working hours. When this is not possible, the Employee shall obtain authorization from the Area Manager or designate at least seventy-two (72) hours

in advance of the appointment. When appointments are required with less than seventy-two (72) hours' notice, permission to attend the appointment shall not be unreasonably denied. The Employee may be required to submit satisfactory proof of such appointments.

- 18.05 For each occasion of Employee illness that necessitates losing time from work, the Employee shall be entitled to sick pay up to the total of sick credits accrued. Sick pay shall be at the Employee's Basic Rate of Pay, and all days, paid shall be deducted from the Employee's sick credits accrual.
- 18.06 Costs for medical certification and documentation requested by the Employer shall be reimbursed to the Employee to a maximum of one hundred (100) dollars CAD.
- 18.07 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits for the duration of the illness or as provided below, whichever first occurs. An Employee who has accumulated vacation time may utilize said vacation time if all sick leave credits have been exhausted.
- 18.08 Employees absent thirty (30) or more days due to illness or injury shall provide the Employer with no less than fourteen (14) calendar days of their intent to return to work. The Employer shall require documentation from the Employee's physician confirming their fitness to return to work. The cost for the fitness to return to work documents shall be paid by the Employer to a maximum of one hundred (100) dollars CAD and used to determine
- (a) if the Employee is capable of performing the duties of their former position, they shall be reinstated by the Employer in the same position which the Employee held immediately prior to their disability at not less than the same increment of the wage grid, the salary schedule, and other benefits that accrued prior to the Employee's Disability;
 - (b) if the Employee substantiates that they are incapable of performing the duties of their former position but is capable of performing the duties of another position, a reasonable effort shall be made by the Employer to place the Employee in an available position that the Employee is capable of performing. In such a case, the Union agrees to waive the posting provisions of the Agreement.
- 18.09 Employees unable to report for their shift due to illness or injury shall notify the Area Manager or designate as soon as possible. During the course of the illness or injury, the Employee will regularly update the Area Manager or designate regarding their illness and expected date of return to work. The Employer reserves the right to request medical certification and documentation for any occurrence of illness and costs reimbursed to the Employee as outlined in Article 18.06.
- 18.10 Employees absent due to a recurring or chronic illness or a non-occupational accident or

quarantine may be required to undergo a job functional analysis. The Employer shall pay the cost to complete the job functional analysis.

18.11 Sick leave benefits shall not be used in advance of being earned.

18.12 Upon termination of employment, all sick leave benefits shall be cancelled, and no further payments to the Employee shall be made.

18.13 Sick leave shall not accrue during:

- (a) illness;
- (b) injury;
- (c) lay-off;
- (d) any leave of absence without pay in excess of thirty (30) calendar days except Article 19 *Union Leaves*; Article; 19 *Jury Duty*; and
- (e) an absence while in receipt of Workers' Compensation benefits in excess of thirty (30) calendar days.

18.14 The amount of sick leave accrued and used shall appear on the Employee's pay statement.

ARTICLE 19 – LEAVES OF ABSENCE

19.01 Bereavement Leave and Compassionate Leave

- (a) For the purpose of this Article, the following definitions shall apply:
 - (i) "Immediate Family" shall mean spouse, children, step-children, parents, step-parents, brothers, sisters, mother-in-law, father-in-law, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, step-grandparents, and grandchildren. These relationships are deemed to include the current common-law relationships of the Employee.
 - (ii) "Extended Family" shall mean aunts, uncles, nieces, nephews, and cousins. These relationships are deemed to include the current common-law relationships of the Employee.
- (b) An Employee shall be granted bereavement leave with pay for up to five (5) working days following the death of any immediate family member of the Employee. Before bereavement leave may be taken, Employees must notify the Employer of the days on which they will be absent from work.

- (c) Upon request, bereavement leave may be separated and granted as two separate leaves to accommodate a funeral and a separate ceremony scheduled at a later date. The separate leaves shall not exceed the five (5) days in 19.01(c).
- (d) In the event of the death of an extended family member, an Employee shall be granted bereavement leave with pay for up to one (1) working day, provided such leave commences within seven (7) consecutive days immediately following the death of the extended family member.
- (e) Bereavement leave shall be extended by up to two (2) days without loss of salary for an immediate family member if travel in excess of four hundred (400) kilometers from the Employee's residence is necessary.
- (f) An Employee may request to use vacation in addition to the leave specified in this Article.
- (g) In exceptional circumstances, the Employer may agree to extend the period of time within which such leave may be taken. Such a request will not be unreasonably denied.

19.02 Maternity/Paternity Leave

- (a) An Employee who has completed ninety (90) days continuous employment shall, upon written request at least four (4) weeks in advance, be granted maternity/paternity leave to become effective thirteen (13) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee.
- (b) Maternity/paternity leave shall be without pay and benefits, except for that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave. Maternity/paternity leave shall be without loss of Seniority. The total period of maternity/paternity leave shall not exceed the maximum under Alberta Employment Standards Code and Regulation and related federal legislation thereunder unless mutually agreed between the Employer and the Employee.
- (c) An Employee on maternity/paternity leave shall provide the Employer with at least four (4) weeks written notice of readiness to return to work. The Employer will reinstate the Employee in the same classification they held immediately before taking maternity/paternity leave and at the same Basic Rate of Pay.
- (d) The Employee on maternity/paternity leave may continue their Group Health Benefits at their cost.

19.03 Adoption Leave

An Employee who has completed ninety (90) days continuous employment shall, upon written request, be granted leave without pay for up to the maximum under Alberta Employment Standards Code and Regulation and related federal legislation thereunder for the purpose of adopting a child. Upon four (4) weeks' written notice of intent to return to work, the Employee shall be reinstated in the same classification held immediately before taking adoption leave and at the same Basic Rate of Pay.

19.04 Union Leave

- (a) Employees appointed to represent the Union at Union functions shall, upon written application, be granted leave of absence provided such leave does not create an undue operational hardship on the Employer. The Employee shall give a minimum of seven (7) calendar days written notice to the Employer when requesting such a leave of absence.
- (b) In addition, a leave granted in accordance with Article 19.04(a), no more than three (3) members at one time will be entitled to attend conventions, gatherings, or education sessions. At no point shall the leave be extended for a period in excess of eight (8) days.
- (c) Leave granted in accordance with Articles 19.04(a) and 19.04(b) will be without pay. For the purpose of Articles 19.04(a) and 19.04(b), the Employer agrees to maintain the wages and benefits of the affected Employees whole and will invoice the Union for such costs, which the Union will reimburse.
- (d) Up to two (2) Employees per site appointed to represent the Union on the Union Negotiating Committee will be granted leave without loss of regular pay.
- (e) Employees who are elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and loss of Seniority for a period of one (1) year. Such leave may be renewed each year, on written request, based on operational requirements.

19.05 No Union activity, other than as provided in Articles 4, 6, and 15, shall take place on Homeland Housing premises without the prior approval of the Area Manager.

19.06 Civic Obligations Leave

- (a) Time off without loss of pay will be granted when necessary to fulfill civic obligations, such as jury duty, mandatory Court appearances, or voting.
- (b) The Employer will reimburse the Employee for the difference between any fees or

monies they received for obligations such as jury duty and the regular wage they would have received.

19.07 General Leave of Absence (Unpaid)

- (a) The Employer may grant a leave of absence without pay and loss of Seniority for Regular Employees for up to six (6) months, and such requests shall not be unreasonably denied.
- (b) Requests for General Leave of Absence, except bereavement and sick leave, shall be made in writing at least fourteen (14) days before the beginning of the requested leave and include the:
 - (i) purpose of the leave;
 - (ii) duration of the leave; and
 - (iii) expected date of return to work.
- (c) The Regular Employee may choose to continue group benefits coverage during their leave and arrange for full payment for benefit coverage with Human Resources.
- (d) The Employer agrees to return the Employee to the same classification and pay step as prior to the commencement of the leave.
- (e) Notice of intention of returning to work shall be provided to the Employer two (2) weeks before the date of return specified in accordance with Articles 19.04 and 19.10. Failure to return from a leave of absence on the specified date will automatically terminate employment.
- (f) The Employee shall not work for gain during the leave of absence.
- (g) Regular Employees may request an unpaid education leave of twelve (12) calendar months provided that the education is related to the continuing care sector. Such requests shall be subject to site operational requirements and shall not be unreasonably denied by the Employer.
- (h) During the course of the leave of absence, all entitlements accumulated before taking the leave, including Seniority, will be suspended and remain intact.

ARTICLE 20 –WAGES AND OVERTIME

20.01 Employees shall be paid their Basic Rate of Pay in accordance with the rates of pay as set out for their classification in the Wage Grid.

20.02 An Employee required to provide relief coverage for a position of a higher classification

shall receive the Basic Rate of Pay for that classification at the corresponding Wage Grid Step of the Employee's current classification.

20.03 Overtime

- (a) Overtime for Gibbons is all time authorized by the Employer in excess of eight (8) hours per day or eighty (80) hours in a two (2) week rotation. Hours worked in excess shall be paid for at one and one-half (1½) times the Employee's regular pay rate.
- (b) Overtime for Westlock is all time authorized by the Employer and worked by an Employee in excess of seven and one-half (7 ½) hours per day or seventy-five (75) hours in a two (2) week rotation. Hours worked in excess shall be paid for at one and one-half (1½) times the Employee's regular pay rate.
- (c) There will be no reduction in the normal workday to equalize overtime worked.
- (d) Employees shall not be required to work with less than twelve (12) hours of rest between regularly scheduled shifts. Where an Employee works with less than twelve (12) hours of rest between such shifts, they shall be paid at the applicable overtime rate for any hours worked during the twelve (12) hour rest period.
- (e) Regular Employees shall have the option of banking their overtime hours upon written notification to the Area Manager or designate and subject to the following:
 - (i) Overtime is banked at one and one-half (1½) hours for every one (1) hour worked. (e.g., eight (8) hours overtime = twelve (12) hours of regular time banked);
 - (ii) Banked overtime may be used in increments of four (4) hours; and
 - (iii) If banked time is not used up within six (6) months of earning it, it shall be paid out at the appropriate overtime rate on the Employee's next regular pay.

20.04 Employees will be paid biweekly on the Friday following a two (2) week period ending on the previous Saturday. In the event a statutory holiday falls on the regular pay day, Employees will be paid on the last working day preceding the statutory holiday

20.05 All monies will be deposited directly into the Employee's bank account. An electronic statement of earnings will be made available to Employees by noon (12:00) on the day the deposit is made.

20.06 Time Sheets

Employees shall be required to register in and out at the biometric clock at the site. Timesheets are all online. If changes are made to the electronic timesheet by the Employer, the Employee can see these changes in their online payroll account at any time. If there is a discrepancy, it is the responsibility of the Employee to contact the Employer with their concerns. It will be the responsibility of the Employer to validate the changes and to address the concerns for the following pay period

ARTICLE 21 – ALLOWANCES AND ENTITLEMENTS

21.01 Vehicle Allowance

- (a) Reimbursement for mileage will be paid at the Revenue Canada rate without deductions to those Employees required to use their vehicle for Employer business in accordance with the Employer policy.
- (b) Employees required to use their vehicle for Employer business in accordance with Employer policy shall have and maintain business use coverage. The cost difference between personal vehicle insurance and business use insurance will be reimbursed by the Employer annually when proof of insurance is provided and where the expenditure is approved in advance.
- (c) Employees shall submit an Expense Claim form for mileage each pay period.

21.02 Shift Differential

In addition to an Employee's Basic Rate of Pay, an Employee shall be paid for each hour worked, exclusive of overtime hours worked, where the majority of hours fall between the hours as follows:

Weekday Evening Monday to Thursday inclusive between 15:00h and 23:00h	\$1.50
Weekday Night Monday to Thursday inclusive between 23:00h and 06:30h	\$2.25
Weekend Day Saturday and Sunday between 06:30h and 15:00h	\$1.50
Weekend Evening Friday, Saturday, and Sunday between 15:00h and 23:00h	\$2.25
Weekend Night	\$3.00

Friday, Saturday, and Sunday between 23:00h and 06:30h

21.03 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of shift differentials. Where two (2) or more applicable shift differentials apply, the Employee will be paid only one (1) such differential, that being the greatest of the applicable differentials.

21.04 Responsibility Premium

- (a) An Employee assigned by the Employer to be responsible for calling replacement staffing between 15:30 and 08:00 every day of the week shall be paid responsibility pay of one dollar and fifty cents (\$1.50) per hour in addition to any shift differential.

21.05 Training Premium

- (a) Employees assigned by the Area Manager or designate to provide training duties or orientation shall receive a premium of one dollar and fifty cents (\$1.50) per hour for every hour assigned to provide the training.
- (b) The Employee shall provide completed training documentation and performance feedback to the Area Manager or designate as a condition to receiving the Training Premium.

21.06 Clothing and Uniform Allowance

- (a) All Regular Employees, who have completed their probationary period in accordance with Article 7 and have worked continuously for twelve (12) months or more, shall receive an allowance of one hundred fifty dollars (\$150) annually on the last pay period of March of each year during the term of this Agreement to cover part of the cost of uniforms or work apparel.
- (b) Maintenance personnel shall receive Homeland Housing issued uniforms, including shirts, pants, cargo shorts, coveralls/overalls, and shall not receive the allowance as described in 21.06(a).
- (c) Maintenance personnel may submit their order for Homeland Housing issued uniforms by March 1st annually to the Area Manager or designate.
- (d) Maintenance personnel shall receive an allowance of one hundred dollars (\$100) annually on the last pay period of March of each year to cover part of the cost of CSA safety shoes and/or boots. When footwear is purchased for reimbursement by the Employer, the receipt must specify that the footwear is CSA approved. Reimbursement shall be made upon satisfactory completion of the probationary period.

- (e) All Casual, and Temporary Employees, who have completed their probationary period in accordance with Article 7 and who have worked continuously for twelve (12) months or more shall receive an allowance of seventy-five dollars (\$75) annually on the last pay period of March of each year during the term of this Agreement to cover part of the cost of uniforms or work apparel.

21.07 On-Call and Call In

- (a) On-Call duty shall mean any period during which a Regular or Temporary Employee is not working but during which the Employer requires the Employee to be readily available and fit for work to respond without undue delay to any request to report for work.
- (b) For each assigned hour of authorized On-Call duty, a Regular or Temporary Employee shall be paid \$2.00 per hour.

21.08 Call Back

- (a) Regular and Temporary Employees who are called back to work outside of their regularly scheduled hours shall be paid for any one (1) call at either:
 - (i) the applicable overtime rate as outlined in Article 20.06; or
 - (ii) three (3) hours at the Basic Rate of Pay, whichever is greater.
- (b) Should any other calls to deal with the same problem that prompted the original Call-In be received during the first two and one-half (2½) hours of the first Call Back, the Employee shall respond to the call as part of the original call.

21.09 Overpayment of Wages and/or Entitlements

- (a) Should the Employer issue an Employee an overpayment of wages or entitlements, the Employer may make necessary monetary or entitlement adjustments as required to correct such errors.
- (b) The Employer shall notify the Employee in writing of the overpayment, and by mutual agreement between the Employer and Employee, repayment arrangements shall be made. If a mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten (10) percent of the Employee's gross earnings per pay period.
- (c) It is the responsibility of the Employee to notify the Employer when they receive either an overpayment or underpayment.

- (d) Recovery of overpayment shall be limited to six (6) months except in situations of fraudulent claims or activities.

ARTICLE 22 – COURSES AND TRAINING

22.01 Staff Meetings and On-Site Inservices

- (a) Employees shall be paid at their Basic Rate of Pay for all time spent attending staff meetings scheduled by the Employer. Such time shall not be included to calculate overtime and shall not attract any differential or premium pay of any kind.
- (b) Where required by the Employer to attend inservices, Employees shall be paid at their Basic Rate of Pay for all time spent attending such inservices. Such time shall not be included for the purpose of calculating overtime and shall not attract any differential or premium pay of any kind. If the training ends at a time that the Employee is not able to return to work by the end of their scheduled shift, the Employee shall be paid for the entire shift.
- (c) When the Employer makes the attendance at staff meetings compulsory, Employees shall be compensated in accordance with the Collective Agreement.

22.02 Employer Required External Training Courses

- (a) The Employer shall provide Employees with training and courses required for their job positions. Attendance and successful completion of Employer required training courses shall be a condition of employment.
- (b) The Employer shall pay for required training and course expenses (as applicable), including registration fees, cost of learning materials/supplies, accommodations, vehicle allowance, and a meal allowance of twenty (\$20) dollars per day if meals are not supplied. The Employee shall suffer no loss of regular earnings for attending such required training courses.

22.03 Professional Development

- (a) Employees considering a certificate or diploma with an accredited educational institution may apply for up to fifty (50) percent of the cost of tuition as outlined in the Employer's Employee Education Policy. Employees are reimbursed upon proof of successful completion of the certificate or diploma.
- (b) Activity Coordinators, Head Cooks, and Cooks who successfully obtain an industry-accepted certificate or diploma shall move to the next classification: Cook

II (Journeyman Certificate), Head Cook (Journeyman Certificate). Activity Coordinator II.

- (c) Maintenance Workers who successfully obtain an industry-accepted certificate or diploma may apply for an available posted maintenance worker position for which they are eligible and be moved to the next classification.

22.04 New Employee Orientation and Training

- (a) New Employees shall receive a one (1) day general orientation to Homeland Housing upon hire and ongoing site-specific orientation during the first month of employment.
- (b) New Employees shall receive two (2) days of training for the job position hired. Training shall be provided by an Employee designated as a Trainer as outlined in Article 21.06.
- (c) Existing Regular Part-Time Employees shall receive two (2) training days for other job positions not hired for. Training shall be provided by an Employee designated as a Trainer as outlined in Article 21.06.
- (d) Existing Casual Employees shall receive two (2) training days for each job classification assigned. Training shall be provided by an Employee designated as a Trainer as outlined in Article 21.06.
- (e) If the Area Manager or designate and the Trainer(s) determine that additional training may benefit the Employee, one (1) additional training day may be provided.

ARTICLE 23 – GROUP HEALTH BENEFITS PLAN

23.01 Regular Employees working twenty (20) hours per week, over one (1) complete cycle of the master schedule rotation, shall be eligible to participate in the Group Health Benefits Plan upon completing their probationary period.

23.02 Temporary Employees working twenty (20) hours per week over one (1) complete cycle of the master schedule rotation shall be eligible to participate in the Group Health Benefits Plan after three (3) months of continuous service in the temporary position.

23.03 Premiums for the Group Health Benefits Plan shall be cost-shared seventy percent (70%) Employer and thirty percent (30%) Employee.

23.04 Eligible Regular Employees shall participate in the Group Health Benefits Plan unless they can provide proof of alternate coverage from a private or spousal plan.

23.05 The Group Health Benefit Plan shall include:

- (a) Extended dental plan, including eighty (80) percent basic dental and fifty (50) percent major dental, with a maximum of \$2,500 per calendar year;
- (b) Vision Care with a maximum of \$300 per calendar year;
- (c) Employee and Family Assistance program;
- (d) Life Insurance;
- (e) Dependent Life, and Accidental Disability and Death (AD&D);
- (f) Prescriptions and medical supplies;
- (g) Extended health benefits; and
- (h) Out of Country Travel insurance.

23.06 The Employer shall provide workers' Compensation coverage for all Employees.

23.07 Should the Alberta Government re-institute Alberta Health Care Premiums, premium costs shall be shared seventy percent (70%) Employer and thirty percent (30%) for eligible Employees.

23.08 Life Insurance is provided and mandatory for all Regular Full-Time, and Part-Time Employees with premium costs shared seventy percent (70%) Employer and thirty percent (30%) Employee.

23.09 The Employer agrees to notify the Union in writing of any changes to the insurance carrier and to discuss such changes one (1) month in advance of any such change coming into effect. Decisions regarding coverage shall be determined by the insurer of such benefits and shall not be subject to the grievance and arbitration process.

23.10 The Employer shall provide information booklets of the Group Benefits Plan to all eligible Regular Employees.

23.11 Employees shall be provided with a meal(s) during their shift at no cost. The meal(s) cost shall be considered a taxable benefit as required by the Canada Revenue Agency.

23.12 Wellness Days

- (a) Effective January 1, 2022, Regular Employees shall be advanced three (3) Wellness Days annually from January 1 to December 31. These days are advanced on January 1 of each year and calculated based on employment status and FTE as of September 1 of the previous year.
- (b) Effective January 1, 2023, Regular Employees shall be advanced four (4) Wellness Days annually from January 1 to December 31. These days are advanced on January 1 of each year and calculated based on employment status and FTE as of September 1 of the previous year.

- (c) Regular Employees may use Wellness Days to attend to personal matters and family responsibilities, including appointments with family members.
- (d) The Regular Employee will endeavor to provide as much notice as possible, but no less than four hours of notification of their intent to take a Wellness Day.
- (e) There shall be no carryover of Wellness Days.

ARTICLE 24 – PENSION, RRSP, AND RETIREMENT BENEFITS

24.01 Nursing Homes and Related Industries Pension Plan (NHRIPP)

- (a) Regular Employees working twenty (20) hours per week over one (1) complete cycle of the master schedule rotation are eligible to participate in the HHRIP Plan.
- (b) Regular Employees are eligible to enroll in the NHRIP Plan upon completion of 700 hours.
- (c) Each eligible Regular Employee covered by this Collective Agreement shall contribute an amount equal to four percent (4%) of applicable earnings to the plan for each pay period. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to four (4%) of applicable wages to the plan.
- (d) The Employer shall make copies of the NHRIP Plan information booklets available to all eligible Employees.
- (e) The Employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (f) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the costs of benefits provided by the Plan or be responsible for providing any such benefits or any other costs whatsoever.
- (g) The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the Collective Agreement in force between the parties as per Article 24.01(c).
- (h) It is understood and agreed by the Employer and the Union that should current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified by the Collective Agreement

as per Article 24.01(c), the parties will meet directly to finalize methods to relieve the Employer of this increased obligation and in no case will the Employer's obligation to contribute to the Plan or assume additional costs exceed that defined in Article 24.01(c).

24.02 Group RRSP (Gibbons Employees Only)

- (a) Eligible Regular Employees can participate in the Group RRSP Program upon completing 700 hours.
- (b) Participation in the Group RRSP is mandatory for all Regular Full-time Employees.
- (c) Regular part-time Employees may choose to participate in the Group RRSP program and enroll upon completion of 700 worked hours or opt into the RRSP program once a year on March 1 of every year. Once the Regular Part-Time Employee has enrolled in the program, they must continue contributing to the RRSP.
- (d) The Employer shall match one hundred (100%) of an Employee's contribution from two percent (2%) up to five percent (5%) of their applicable earnings.
- (e) Eligible Regular Employees hired after June 1, 2022, must participate in the NHRIPP. Employees hired before May 31, 2022, shall have a choice of either continuing with the Group RRSP program or enrolling in the NHRIP Plan.

24.03 Long Service Recognition

- (a) To recognize an Employee's length of service, the Employer will annually arrange for a certificate presentation.
- (b) The following outlines the recognition criteria for long service:
 - (i) Employees with five (5) years of continuous service
Receive a seventy-five (\$75) payment.
 - (ii) Employees with ten (10) years of continuous service
Receive one fifty (\$150) payment.
 - (iii) Employees with fifteen (15) years of continuous service
Receive two hundred (\$200) payment.
 - (iv) Employees with twenty (20) years of continuous service
Receive four hundred (\$400) payment.
 - (v) Employees with twenty-five (25) years of continuous service
Receive six hundred (\$600) payment.

- (vi) Employees with thirty (30) years of continuous service
Receive seven hundred fifty dollars (\$750) payment.

ARTICLE 25 – WORKERS' COMPENSATION

- 25.01 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 continue to receive their Basic Rate of Pay provided they assign over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. Employees shall only continue to receive their Basic Rate of Pay for a period of thirty (30) days, after which time, only the monies received from the Workers' Compensation Board will be paid to the Employee.
- 25.02 An Employee receiving compensation benefits under 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 and vacation credits, and pension/RRSP contributions, but shall suffer no loss of sick leave credits or vacation entitlements which had accrued prior to Workers' Compensation benefits commencing;
 - (c) not be entitled to Statutory Named Holidays or Wellness Days falling within the period of Workers' Compensation leave;
 - (d) Employees shall pay their share of benefit premiums to the Employer on a monthly basis to continue their coverage.
- 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) calendar days written notice of readiness to return to work. Such advance 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 in the same position they held immediately prior to the disability.
 - (b) incapable of performing the duties of their former position but is capable of performing the duties of another position, shall notify the Employer of their readiness to return to work. The Employer shall then reinstate the Employee to a position for which they are capable of performing the work entailed upon the occurrence of the first such available vacancy.

(c) incapable of performing the duties of any position, Sick Leave, Article 18, and Group Medical Benefits, Article 23, shall apply for a period of twelve (12) months

25.04 The reinstatement of an Employee in accordance with this Article shall not be construed as violating the posting and/or scheduling provisions of this Agreement.

25.05 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of their condition in writing on a monthly basis except for reasons acceptable to the Employer.

ARTICLE 26 - GENERAL

26.01 Conflict of Interest

Bargaining Unit Employees shall not be under the direct supervision of a member of their family

26.02 Medications

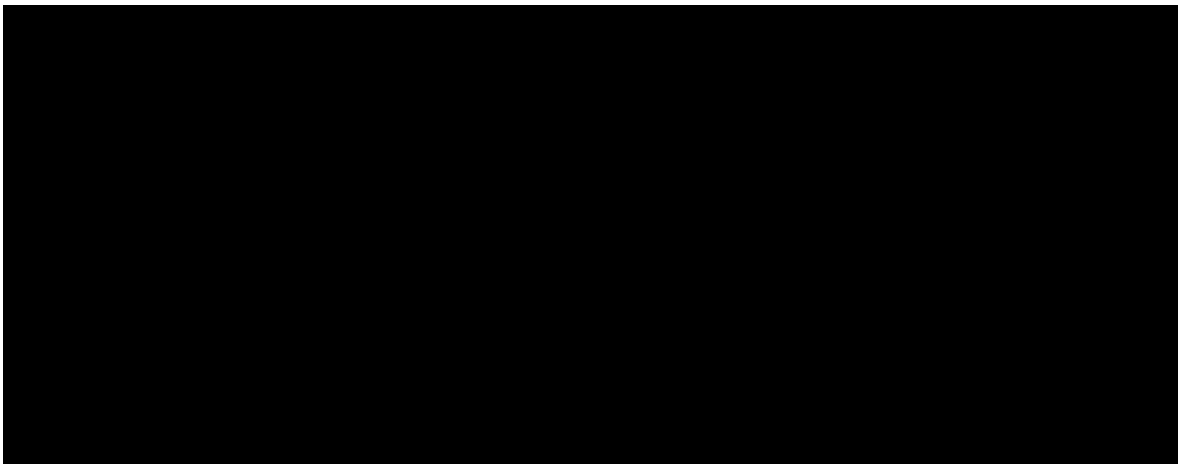
Employees of the bargaining unit shall not dispense prescription or non-prescription medication, including cannabis products, to any resident.

The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in negotiations.

Signed this 14th day of December, 2021.

For the Union

For the Employer



Wage Scale
Effective January 1, 2021
1.00% Increase and Signing Bonus

Group	Position Title	Probation 400 Hours	Level Year 1	Level Year 2
A	Food Services Aide Housekeeping Aide Dining Room Aide General Worker	\$19.05	\$19.62	\$20.22
B	Receptionist Cook I (Non-Journeyman) Activity Coordinator (ASCHA Certificate)	\$22.16	\$22.75	\$23.18
C	Head Housekeeper Cook II (Journeyman/Red Seal)	\$23.74	\$24.33	\$24.92
D	Maintenance Worker I Activity Coordinator (Certificate/Degree) Head Cook (Non-Journeyman)	\$24.60	\$25.22	\$25.98
E	Head Cook (Journeyman Certificate)	\$26.53	\$27.60	\$28.94

Signing Bonus (January 1, 2021 to Date of Ratification)

Full-Time \$750.00
Part Time and Casual \$750.00 Pro-rated

Wage Scale
Effective January 1 to June 30, 2022
1.50% Increase

Group	Position Title	Probation 400 Hours	Level Year 1	Level Year 2
A	Food Services Aide Housekeeping Aide Dining Room Aide General Worker	\$19.33	\$19.92	\$20.52
B	Receptionist Cook I (Non-Journeyman) Activity Coordinator (ASCHA Certificate)	\$22.49	\$23.09	\$23.53
C	Head Housekeeper Cook II (Journeyman/Red Seal)	\$24.09	\$24.70	\$25.29
D	Maintenance Worker I Activity Coordinator (Certificate/Degree) Head Cook (Non-Journeyman)	\$24.97	\$25.60	\$26.37
E	Head Cook (Journeyman Certificate)	\$26.93	\$28.02	\$29.37

Wage Scale
Effective July 1 to December 31, 2022
0.50% Increase

Group	Position Title	Probation 400 Hours	Level Year 1	Level Year 2
A	Food Services Aide Housekeeping Aide Dining Room Aide General Worker	\$19.43	\$20.02	\$20.63
B	Receptionist Cook I (Non-Journeyman) Activity Coordinator (ASCHA Certificate)	\$22.60	\$23.20	\$23.64
C	Head Housekeeper Cook II (Journeyman/Red Seal)	\$24.21	\$24.82	\$25.42
D	Maintenance Worker I Activity Coordinator (Certificate/Degree) Head Cook (Non-Journeyman)	\$25.10	\$25.73	\$26.50
E	Head Cook (Journeyman Certificate)	\$27.07	\$28.16	\$29.52

Wage Scale
Effective January 1 to December 31, 2023
2.00% Increase

Group	Position Title	Probation 400 Hours	Level Year 1	Level Year 2
A	Food Services Aide Housekeeping Aide Dining Room Aide General Worker	\$19.82	\$20.42	\$21.04
B	Receptionist Cook I (Non-Journeyman) Activity Coordinator (ASCHA Certificate)	\$23.06	\$23.67	\$24.12
C	Head Housekeeper Cook II (Journeyman/Red Seal)	\$24.70	\$25.32	\$25.93
D	Maintenance Worker I Activity Coordinator (Certificate/Degree) Head Cook (Non-Journeyman)	\$25.60	\$26.24	\$27.03
E	Head Cook (Journeyman Certificate)	\$27.61	\$28.72	\$30.11