

Collective Agreement

Between



Marshall House



And

CUPE / *Canadian Union
of Public Employees*

Local 1505

November 1, 2012 to December 31, 2015



Canadian Office &
Professional Employees
Local #491

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PREAMBLE

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

- a) To promote and maintain a positive working relationship between the Employer, its' Employees and the Union;
- b) To recognize the mutual value of joint discussions and negotiations;
- c) To encourage efficiency in operations; and
- d) To enhance the quality of service provided at Marshall House.

AND WHEREAS it is now desirable that matters pertaining to the working conditions of Employees be described in a collective agreement;

THEREFORE the Employer and the Union agree as follows:

ARTICLE 1 – TERM OF THE COLLECTIVE AGREEMENT

- 1.01 This Agreement shall be in full force and effect as of the 1st day of November 2012 and continue in full force and effect through the 31st day of December 2015 and from year to year thereafter except as hereinafter provided.
- 1.02 Either party wishing to amend this Agreement shall give notice in writing of such desire to the other party, not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the anniversary date of this Agreement.
- 1.03 This Collective Agreement will continue in force and effect until a new Collective Agreement has been executed or until strike or lockout commences in accordance with the *Alberta Labour Relations Code*.
- 1.04 There shall be no strike or lockout during the term of this Collective Agreement.

ARTICLE 2 - DEFINITIONS

- 2.01 "Employer" shall be defined as Wood Buffalo Housing & Development Corporation.
- 2.02 "Union" shall be defined as the Canadian Union of Public employees Local 1505.
- 2.03 "Employee" shall be defined as a person employed by the Employer and covered by this Collective Agreement.
- 2.04 "Regular Employee" shall be defined as an employee who works in a permanent position, either full-time or part-time, on regularly scheduled shifts of a continuing nature.
- 2.05 a) "Regular Full-time Employee" is an employee who has successfully completed the probationary period and who works the full-time hours of work in Article 12.
- b) "Regular Part-time Employee" is an employee who has successfully completed the probationary period and who works less than the full-time hours of work in Article 12.
- c) "Temporary Employee" is an employee who:
- i) is hired for forty-five (45) days or more for a term of employment with a defined start and end date.
 - ii) The provisions of this Agreement shall apply to Temporary Employees except for the following Articles:
 - Article 11 – Probationary Period
 - Article 15 – Lay-Off and Recall
 - Article 18 – Group Benefits
 - Article 20 – Sick Leave
 - Article 21 – Leave of Absence
 - Article 22 – Personal Leave
 - Article 23 – Bereavement Leave
- d) "Casual Employee" is an employee who:
- i) is not regularly scheduled and works on an on-call basis; and/or
 - ii) is scheduled to relieve in the case of short-term absences for illness, injury, leaves of absence and/or vacation of other employees.
 - iii) The provisions of this Agreement shall apply to Casual employees except for the following Articles:
 - Article 11 – Probationary Period
 - Article 15 – Lay-Off and Recall
 - Article 18 – Group Benefits
 - Article 20 – Sick Leave
 - Article 21 – Leave of Absence

Article 22 – Personal Leave
Article 23 – Bereavement Leave

- 2.06 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where the context requires.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Employer reserves all rights not specifically restricted in this Collective Agreement.
- 3.02 Without limiting the generality of the foregoing, it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- a) maintain order, discipline, efficiency, and to make, alter, and enforce, from time to time, rules and regulations to be observed by an employee, which are not in conflict with any provision of this Collective Agreement;
 - b) direct the working force and to create new positions and to determine the number of employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;
 - c) hire, promote, classify, transfer within the same site, lay-off and re-call employees; and
 - d) demote, discipline, suspend, or discharge for just and reasonable cause.
- 3.03 The Employer agrees to be fair and reasonable in the application, administration and operation of this Collective Agreement.

ARTICLE 4 – UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole Bargaining Agent of employees listed in Schedule "A" of this Collective Agreement as outlined in the Alberta Labour Relations Board Certificate No. 57-2012 dated April 3, 2012.
- 4.02 On a yearly basis, the Union shall provide the Employer with a written list of Union officers and representatives elected or appointed to represent the Union. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.
- 4.03 No employee shall be required to make any written or verbal agreement, which may conflict with the terms of this Collective Agreement.

- 4.04 The Employer shall make available to the Union, on request no more than four (4) times per year, information required by the Union (ie. Job Descriptions, Job Classifications, employee status, information pertaining to pensions and benefit plans etc.) and any relevant documentation pursuant to grievance proceedings.
- 4.05 The Union shall be provided adequate space in the facility for posting notices and information pertaining to the Union.

ARTICLE 5 – CONTRACTING OUT

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

ARTICLE 6 – MEMBERSHIP AND DEDUCTION OF UNION DUES

- 6.01 The Employer shall deduct from the bi-weekly regular wages of all employees covered by this Collective Agreement an amount equal to the Union dues, initiation fees, reinstatement fees and back dues as established by the Union. Such deductions shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public employees no later than the 15th day of the following month in which the dues were deducted.
- 6.02 Such deductions shall be accompanied by an electronic file statement showing a list of names, addresses and phone numbers of the employees from whose wages the deductions have been made, the amount of Union dues, initiation fees, reinstatement fees and back dues deducted from each employee and the pay period covered by the deduction.
- 6.03 Any change in the monthly Union dues will be communicated to the Employer in writing and take effect the month following the notification.
- 6.04 All new employees, hired by the Employer, shall as a condition of employment, become members of the Union within seven (7) days of date of employment. The signing and completion of the Union Membership shall be the responsibility of the Union.
- 6.05 The Employer will indicate any Union dues deducted on T-4 slips issued for Income Tax purposes.

ARTICLE 7 – UNION REPRESENTATIVES

- 7.01 The Union will notify the Employer in writing the names of the Union Representatives appointed or elected to represent the members at the worksite.
- 7.02 Union Representatives shall suffer no loss in pay for reasonable time spent on the Employer's premises in performing their duties. Union Representatives shall obtain prior permission from their Supervisor before leaving their work to perform their duties and such permission shall not be unreasonably denied.
- 7.03 The Employer will pay for two (2) designated employees to be part of the Union's Bargaining Committee. Bargaining Committee members shall be paid as per their regular scheduled shift including those employees working night shift prior to negotiating meeting. Members not scheduled, participate in negotiations voluntarily.
- 7.04 The employee shall have the right to have assistance of Representatives of CUPE when dealing with matters arising out of this Agreement. Upon reasonable advance notice, and provided there is no disruption of work or service, such representatives shall have access to the Employer's premises in order to deal with such matters arising out of this Agreement.

ARTICLE 8 – DISCRIMINATION AND HARASSMENT

- 8.01 The Employer and the Union shall comply with all applicable legislation.
- 8.02 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any employee by either part by reason of age, race, colour, creed, national origin, political or religious belief, gender sexual preference, marital status, physical or mental disability except to the extent permitted by law as a *bona fide* occupational requirement nor by reason of his/her membership or activity in the Union.
- 8.03 The Employer and the Union recognize the right of all employee's to a work environment free from sexual and personal harassment of any form which is physical, verbal or conduct that undermines an employee's health, well-being, job practice, or endangers an employee's employment status or potential. Complaints alleging harassment of any form shall be treated seriously, in strict confidence, and may be addressed through the grievance procedure.

ARTICLE 9 – SENIORITY

- 9.01 There shall be two separate seniority lists, one for Regular employees and one for Casual and Temporary employees. The Regular employees' seniority list shall have precedence over the Casual and Temporary employees' seniority list.
- 9.02 For Regular employees seniority shall be determined by the employee's last continuous date of hire and shall include service with the Employer prior to the certification of the Union. Seniority shall be the determining factor for appointments to posted positions, layoff, recall and vacation requests.
- 9.03 Seniority for Regular employees shall not apply during the probationary period, however, once the probationary period has been completed seniority shall be credited to the employee's date of hire.
- 9.04 For Casual and Temporary employees seniority shall be determined by the employee's cumulative hours of work from date of hire and shall include service with the Employer prior to the certification of the Union. Seniority shall be the determining factor for appointments to posted positions.
- 9.05 Where two (2) or more employees commenced work on the same day, the senior employee shall be determined by the earliest date of the application for employment.
- 9.06 The Employer shall maintain two (2) seniority lists showing each employee's seniority. Up-to-date seniority lists shall be sent to the Union and provided to each employee in January of each year.
- 9.07 Seniority shall be considered broken and all rights forfeited:
- a) When the employment relationship is terminated by either the Employer or the employee;
 - b) Upon the expiry of twelve (12) months following the date of layoff, if during such time the employee has not been recalled to work;
 - c) If the employee is absent from work in excess of three (3) consecutive days from their first scheduled shift without prior approval or sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- 9.08 When an employee in the bargaining unit accepts a position with the Employer which is excluded from the bargaining unit, seniority will be forfeited.

9.09 Seniority shall not accrue when an employee is:

- a) on layoff;
- b) in receipt of compensation through the Workers' Compensation Board;
- c) on an unpaid leave of absence during which he is in receipt of benefits through the long-term disability plan; or
- d) on other leaves of absence in excess of thirty (30) calendar days.

ARTICLE 10 – JOB POSTINGS AND APPOINTMENTS

10.01 When a vacancy occurs, which the Employer determines it is necessary to fill, or a new position is created, the Employer shall post notice of the vacancy for seven (7) days before filling the position.

- a) In making selections to fill posted vacancies or a new position first consideration shall be given to Regular employees and then Casual and Temporary employees in the bargaining unit.
- b) The most senior qualified applicant shall fill such positions.
- c) Outside applicants shall only be hired if the list of internal applicants has been exhausted.

10.02 If a temporary position becomes available because a Regular employee will be off work for forty-five (45) days or more, the position shall be posted and filled in accordance with this Article. If the vacancy is less than forty-five (45) days in duration Part-time or Casual employees shall fill the position based on seniority.

10.03 The notice shall contain the following information:

- a) the nature of the position;
- b) qualifications;
- c) required knowledge and education;
- d) experience;
- e) skills; and

f) hours of work.

The rate of pay may be included at the discretion of the Employer.

- 10.04 All applications for vacant positions shall be made in writing to the Employer.
- 10.05 The employee shall, at their own expense, provide the Employer with a Criminal Record Check during their probationary period.
- 10.06 Failure of the employee to provide, or failure of the Criminal Record Check shall result in termination.
- 10.07 The Union shall be notified in writing of all new hires and appointments.

ARTICLE 11 – PROBATIONARY PERIOD

- 11.01 New employees shall serve one (1) probation period of five hundred and twenty (520) hours worked, which is equivalent to three (3) months for full-time employees. No employee will be required to serve a probationary period of greater than five (5) months in duration.
- 11.02 An employee shall be required to complete their criminal record check during the probationary period.
- 11.03 The Employer has the right to terminate the employment of a probationary employee at any time for any reason during the probationary period without notice or payment in lieu of notice. Such termination may be subject to the grievance procedure. However, the decision of the Director of Property Management at Step 3 of the grievance procedure will be final and binding upon the Union and the employee. There will be no recourse to Arbitration unless the Employer's decision to terminate was arbitrary, made in bad faith or discriminatory.
- 11.04 In the event the Employer intends to extend an employee's probation period, the Employer will complete a performance evaluation prior to the end of the probation period in accordance with Article 11.01 and notify the Union and the employee of the reasons for the extension. The Probationary period may be extended up to an additional two (2) months. If an employee is terminated during such an extension of the probationary period according to Article 11.03, the employee will be entitled to one-week notice or payment lieu of the notice.

ARTICLE 12 – HOURS OF WORK

12.01 Hours of work for Full-time employees shall be twelve (12) hours per day.

- a) Full-Time employees working twelve (12) hours shifts shall be scheduled a work cycle that consists of four (4) days on and four (4) days off every eight (8) calendar days (forty-eight [48] scheduled hours per work cycle).

12.02 Employees who work twelve (12) hours per day shall be scheduled for:

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

The Employer requires employees to remain at the shelter during rest periods and meal breaks.

- 12.03
- a) The Employer will post the shift schedule at least two (2) weeks in advance except where emergency or special circumstances prevent such posting.
 - b) The Employer will make its best efforts to provide employees' a minimum of twenty-four (24) hours' notice of a change to the shift schedule and a minimum of eight (8) hours of rest between shifts. When less than twenty-four (24) hours advance notice of a shift change is provided, the employee shall be paid at the overtime rate.

- 12.04
- a) Regular employees may exchange shifts with an employee within the same classification, provided that:
 - i) the exchange is agreed to, in writing, between affected employees;
 - ii) prior written approval of such exchange has been given by the Employer;
 - iii) no more than twelve (12) shifts are exchanged in a year; and
 - iv) the shift exchange occurs within a thirty (30) day period.
 - b) Such exchange shall be recorded on the shift schedule and recorded on the time sheet of the employee who works the shift.
 - c) A shift exchange shall not be deemed a violation of the provisions of this Agreement and the provisions regarding notice of shift changes shall be deemed waived.
 - d) Overtime shall not be paid for any hours that result in an increase of an employee's total number of worked hours in a cycle due to a shift exchange.
 - e) The employee is to provide the Employer with a minimum of seven (7) days' notice in writing. Such request shall not be unreasonably denied.

- 12.05 An employee who is unable to report for duty at the designated time is expected to advise the Employer, or their supervisor, at the earliest possible time, and when possible endeavour to provide at least three (3) hours notice prior to the start of the shift.
- 12.06 For the purpose of this Article, a day shall be any twenty-four (24) hour period calculated from the time that the employee commences a scheduled shift.

ARTICLE 13 - OVERTIME

- 13.01 All overtime shall be paid at 1 ½ times the employee's hourly rate and shall be paid bi-weekly.
- 13.02 The Employer must authorize all overtime. Authorization by the Employer for overtime after the fact shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances under which it would be impossible to obtain prior authorization.
- 13.03 All hours worked by an employee in excess of twelve (12) hours per shift or forty-eight (48) hours per work cycle shall be deemed overtime.

ARTICLE 14 – PAYMENT OF WAGES

- 14.01 Employee shall be paid according to Schedule "A" bi-weekly.
- 14.02 Employee must complete time sheets provided by the Employer and have authorization by the Employer. The Employer will inform the employee at the earliest opportunity of any changes on the time sheet and have the changes initialed by the employee.
- 14.03 A shift premium shall be paid in the amount of two (\$2.00) dollars per hour for night shift worked (7pm – 7am).

ARTICLE 15 – LAY-OFF AND RECALL / NON-DISCIPLINARY TERMINATION

15.01 Definition of Lay-off

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

- 15.02 Seniority shall not accumulate during time of lay-off.

15.03 Employees with the least amount of seniority will be laid off first.

15.04 Notice of Lay-off

Regular employees shall receive fourteen (14) working days notice of lay-off, or pay in lieu of notice. A copy of such notice shall be provided to the Union.

15.05 Recall

- a) Where employees have been laid off in accordance with this Article they shall be recalled in the reverse order of seniority to the first available regular position.
- b) The Employer will contact an employee on lay-off in person or by phone for the purpose of recall. Where recall in this manner is not possible, recall shall be deemed to have been carried out seven (7) days after the posting of a double-registered letter to the last known address of the employee according to the Employer's records.
- c) Where an employee does not return to work as required, within seven (7) days of being recalled, the employment relationship shall be terminated unless unforeseen circumstances prevented the employee from returning to work.
- d) Where a Full-time employee on the recall list refuses recall to a regular Part-time position, the employee shall remain on the recall list.

15.06 No new employees shall be hired by the Employer until eligible employees on lay-off have been given the opportunity to return to work.

15.07 a) The right to recall shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.

- b) When employment is terminated in accordance with this Article, or for any other reason without just cause, the following termination pay shall be payable based on an amount equal to the wages the employee would have earned if the employee had worked the applicable termination notice period as follows:
 - i) one week, if the employee has been employed by the Employer for more than three (3) months but less than two (2) years;
 - ii) two (2) weeks if the employee has been employed by the Employer for two (2) years or more but less than four (4) years;
 - iii) four (4) weeks if the employee has been employed by the Employer for four (4) years or more but less than six (6) years;
 - iv) five (5) weeks if the employee has been employed by the Employer for six (6) years or more but less than eight (8) years;

- v) six (6) weeks if the employee has been employed by the Employer for eight (8) years or more but less than ten (10) years; or
 - vi) eight (8) weeks if the employee has been employed by the Employer for ten (10) years or more.
- c) If at any time during the term of the Collective Agreement the notice periods outlined in this Article are less than the minimum requirements of the *Employment Standards Code* the minimum requirements of the *Employment Standards Code*, as amended from time to time, will apply.

ARTICLE 16 – GENERAL HOLIDAYS

16.01 The following days shall be recognized as General Holidays by the Employer for the purpose of this Article:

New Years' Day	Heritage Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Labour Day	Boxing Day
Canada Day	

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

16.02 Regular Full-time employees will be paid for General Holidays as follows:

- a) An employee who is scheduled and works on a General Holiday shall be paid two-and-a-half (2 ½) times his/her regular rate of pay;
- b) An employee who agrees to work a non-scheduled shift on a General Holiday shall be paid one-and-a half (1 ½) times his/her regular rate of pay, plus eight (8) hours General Holiday pay based on his/her regular rate of pay.
- c) An employee who is on a regularly scheduled day off on a General Holiday shall be paid eight (8) hours General Holiday pay based on his/her regular rate of pay.
- d) An employee who is on annual vacation on a scheduled work day shall be paid twelve (12) hours pay for the day and no vacation hours shall be deducted from their vacation bank.

16.03 Regular Part-time employees will be paid for General Holidays as follows:

- a) An employee who works on a General Holiday shall be paid one-and-a half (1 ½) times his/her regular rate of pay for all hours worked and General Holiday pay based on the employees regular rate of pay for the hours regularly scheduled to a maximum of eight (8) hours provided the employee satisfies the *Employment Standards Code* 5 out of 9 Rule.
- b) An employee who is on a regularly scheduled day off on a General Holiday shall be paid General Holiday pay based on the employees regular rate of pay for the hours regularly scheduled to a maximum of eight (8) hours provided the employee satisfies the *Employment Standards Code* 5 out of 9 Rule.
- c) An employee who is on annual vacation on a scheduled work day shall be paid for the hours regularly scheduled to work on the General Holiday and no vacation hours shall be deducted from their vacation bank.

16.04 Casual employees shall be paid one-and-a-half (1 ½) times their regular rate of pay for all hours worked on a General Holiday.

16.05 Temporary employees shall be paid one-and-a-half (1 ½) times their regular rate of pay for all hours worked on a General Holiday and General Holiday pay based on the employees regular rate of pay for the hours regularly scheduled to a maximum of eight (8) hours provided the employee satisfies the *Employment Standards Code* 5 out of 9 Rule.

16.06 To qualify for General Holiday pay, the employee must:

- a) have worked for the Employer no less than thirty (30) shifts in the twelve (12) month period preceding any General Holiday;
- b) have worked his scheduled shift immediately preceding and immediately following the General Holiday except where the employee is absent due to illness;
- c) work on the General Holiday when the employee is scheduled or required to do so.

16.07 Employees shall not be entitled to General Holiday pay while:

- a) on lay-off; or
- b) in receipt of compensation from the Workers' Compensation Board; or
- c) on an unpaid absence during which she is in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; or

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

ARTICLE 17 – ANNUAL VACATION

- 17.01 Regular Full-time employees shall earn annual vacation with pay based on years of continuous service, as follows:
- a) during first two (2) years of continuous service – eighty-seven point thirty-six (87.36) hours;
 - b) after completing two (2) years of continuous service – one hundred and thirty-one point zero four (131.04) hours;
 - c) after completing six (6) years of continuous service – one hundred and seventy-four point seven two (174.72) hours;
 - d) after completing ten (10) years of continuous service – two hundred and eighteen point four zero (218.40) hours;

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

- 17.02 Regular Part-time employees shall earn annual vacation with pay based on years of continuous service, as follows:
- a) during first two (2) years of continuous service – 4% of regular earnings;
 - b) after completing two (2) years of continuous service – 6% of regular earnings;
 - c) after completing six (6) years of continuous service – 8% of regular earnings;
 - d) after completing ten (10) years of continuous service – 10% of regular earnings.

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

- 17.03 It is understood that for the purpose of Article 17.02 regular earnings for Regular Part-time employees shall include the regular scheduled shifts of the employee while they are taking vacation time in accordance with Article 17.02.

- 17.04 Vacation pay for Regular employees' shall be accrued at the accrual rate above based on regular hours paid.
- 17.05 Vacation pay shall be paid to Temporary and Casual employees' as it is earned based on the accrual rate in Article 17.02.
- 17.06 An employee may take vacation as it is accrued, however vacation earned in one calendar year must be taken before the end of the following calendar year. An employee may request, for justifiable reasons, at the discretion of the Employer to carry over vacation to the next year. Such requests shall not be unreasonably denied provided the vacation is scheduled to be used no later than March 31st. With the exception of vacation carried over, an employee shall not be granted more than their yearly vacation entitlement in one calendar year.
- 17.07 Vacation pay shall not accrue during periods while an employee is:
- a) on lay-off;
 - b) on unpaid absence while in receipt of weekly benefits as provided for by the Long Term Disability Income Insurance Plan;
 - c) in receipt of compensation from the Workers' Compensation Board;
 - d) on leave of absence; or
 - e) on Maternity Leave, Parental Leave or Adoption Leave.
- 17.08 Upon termination, employees shall receive vacation pay based upon the vacation entitlement earned up to the date of termination.
- 17.09 When a General Holiday falls during a Regular Full-time employee's vacation, the employee shall receive an additional day with pay added to their vacation.
- 17.10
- a) All vacation requests must be submitted by March 31st of each fiscal year.
 - b) All employees must receive final approval from their Supervisor with respect to when the employee's annual vacation is to be taken.
 - c) In granting vacation requests, the Employer shall recognize seniority when considering preference for a vacation period, provided the employee's vacation request is submitted by March 31st.

- d) All vacation requests submitted after March 31st involving more than two (2) days off must be submitted to the Employee's Supervisor for approval a minimum of one (1) calendar month prior to the time the vacation is intended to commence. Such vacation requests shall be granted on a first-come, first-served basis.

ARTICLE 18 - GROUP BENEFITS

- 18.01 Regular Full-time employees shall be eligible to participate in the Benefits Program after three (3) months.
- 18.02 Regular Part-time employees working more than 20 hours per week may participate in the Benefits Program after completing their Probationary Period in accordance with Article 11.
- 18.03 Group Life Insurance and Long Term Disability benefits are mandatory after the completion of the Probationary Period.
- 18.04 In addition to the Canada Pension Plan, every Regular Full-time employee shall join the Local Authorities Pension Plan and Employees and the Employer shall make contributions to such plan in accordance with the provisions of the plan. Regular Part-time employees who regularly work more than 14 hours but less than 30 hours per week have the option to join the Local Authorities Pension Plan.
- 18.05 Notwithstanding Article 18.04, Employees will not be eligible to participate in the Local Authorities Pension Plan until they have completed one (1) full year of continuous service.
- 18.06 The Employer shall pay
 - a) One hundred percent (100%) of the premium cost for the Dental Plan;
 - b) One hundred percent (100%) of the premium for all Employees for the Group Life Insurance Plan;
 - c) One hundred percent (100%) of the premium for the Extended Health Plan; and
 - d) One hundred percent (100%) of the premium cost for Dependent Life, Accidental Death & Disability and Critical Illness coverage.
- 18.07 The employee shall pay one hundred percent (100%) of the premium cost for Long-Term Disability (Weekly Indemnity) Benefit Plan.

- 18.08 The Employer reserves the right to change plans and insurers provided the level of coverage does not fall below current levels.
- 18.09 The Union shall be notified in writing of any changes to health benefit contracts, policies, or any other agreements with the insurance underwriter.
- 18.10 The decision to extend coverage for any particular claim rests exclusively with the benefit provider and, where the Employer has complied with all of their requirements regarding a claim, such decision will not be the subject of the Grievance or Arbitration process.
- 18.11 The Employer will pay for all high-risk vaccination treatments for all employees as required.
- 18.12 a) The Employer shall provide yearly to Regular employees' four (4) polo shirts, two (2) smocks and a clothing allowance of \$150.00 for black pants. Casual and Temporary employees shall be provided yearly with two (2) polo shirts, one (1) smock and a clothing allowance of \$100.00 for black pants. The above payment shall be made by the first pay period of January of each year.
- b) Employees hired after January of each year shall be provided with two (2) polo shirts, one (1) smock when hired and a pro-rated clothing allowance based on their month of hire. Regular employees shall receive the remainder of their clothing issue once they have completed their probationary period.

ARTICLE 19 – TRAINING

- 19.01 The Employer reserves the right to identify specific job training requirements as being compulsory for employees and those required to attend such sessions shall be paid the applicable rate of pay for attendance. The following mandatory programs shall be provided to employees:
- a) WHIMIS every year;
- b) CPR every three (3) years;
- c) Food Safety Training every five (5) years.
- 19.02 If the employee is scheduled to take such a course on their regularly scheduled day of work they shall be paid for the time required to take the course at their regular rate of pay and if required by the Employer return to the work site immediately following completion of the course.

19.03 If the employee is required to attend such a course on their regularly scheduled day off they shall be paid at the applicable overtime rate.

ARTICLE 20 – SICK LEAVE

20.01 Sick Leave Defined

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

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

20.02 The accrual and use of sick leave credits will be administered in accordance with the following:

- a) Permanent Full-time employees shall accumulate sick leave at the rate of 6.9% of hours worked in a given month to a maximum of 151 hours per year (to a maximum accumulation of 900 hours).
- b) Regular Part-time employees shall accumulate sick leave based on a pro rata basis of hours worked as compared to Regular Full-time employees.
- c) Sick leave credits for Regular employees shall commence to accrue on date of hire.
- d) Sick leave credits shall not accrue during a period of absence in excess of thirty (30) calendar days for:
 - i) illness;
 - ii) injury;
 - iii) lay-off;
 - iv) leave of absence; or
 - v) periods while in receipt of compensation from the Workers' Compensation Board.
- e) When an employee has accrued the maximum sick leave credits, the employee shall no longer accrue sick leave credits until such time as the employee's total accumulation is reduced below the maximum. At that time, the employee shall commence accumulating sick leave credits up to the maximum once more.

- f) If an employee requires time off for the purpose of attending dental, physiotherapy, optical or medical appointments, provided the employee has been given prior authorization by the Employer to do so, such absence shall be charged against the employee's accumulated sick leave credits. Employees may be required to submit satisfactory proof of such appointments.
 - g) For the purpose of computing sick leave credit accumulation, days on which the employee is on approved vacation shall be counted as working days.
- 20.03 An employee granted sick leave shall be paid at their basic rate of pay for regularly scheduled shifts absent due to illness. Such amount shall be deducted from his accumulated sick leave credits up to the total amount of accumulated credits at the time the sick leave commenced.
- 20.04 a) Employees reporting sick shall advise the Employer at least three (3) hours before the commencement of their next scheduled shift. The employee will be considered absent and will lose that day's pay for failing to do so. Where, however, it is established that, due to the nature of the sickness, it was impossible for an employee to notify the Employer in advance, the employee will be granted the sick leave credits.
- b) Where employees are aware that they will be absent from work for more than three (3) working days, they shall advise the Employer in writing.
- c) In the event an employee becomes ill during the course of a shift and is unable to complete the shift, the employee shall, subject to an emergency, immediately notify the Employer and obtain consent to leave prior to departing the workplace. Such consent shall not be unreasonably denied.
- 20.05 Employees are required to submit medical proof of illness for any claim for sick leave in excess of three (3) days. The employee upon returning from absence of more than three (3) days due to illness will be required by the Employer to provide a medical clearance to confirm fitness and functional ability to return to work.
- 20.06 Sick leave shall not be paid in respect of any illness or injury which is incurred during the period of a scheduled vacation once the vacation leave has commenced, except in circumstances involving hospitalization. In the event that illness or injury prevents the employee from resuming his duties at the conclusion of the vacation period, and the employee has substantiated his claim for sick leave, income continuance thereafter shall be in accordance with the provisions of this Agreement.
- 20.07 a) An employee who is on Long Term Disability or who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on a leave of absence without pay for the duration of the illness.

- b) The employee on such leave shall have the option to continue on the Employer's benefit plan. The plan(s) must continue intact. The Employee shall be solely responsible for paying the health premium costs while the employee is on Long Term Disability. The premiums are due on the first day of each month and if not paid within thirty (30) days, the employee shall be terminated from the health plan(s).
- c) The employee is required to provide the Employer with documentation from their physician, describing the employee's ability to return to work. Such documentation shall be provided to the Employer on a monthly basis except where the employee has previously provided documentation stating they will be unable to return to work for a period in excess of one (1) month, they shall only be required to provide documentation upon the expiration of any such period.
- d) When on Long Term Disability, the employee shall also provide the Employer with no less than fourteen (14) days written notice of their readiness to return to work. Article 12 will not apply to changes to the shift schedule which become necessary to return such an employee to work.

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

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

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

20.11 The Employer may require that an employee be examined by an independent medical practitioner where:

- a) There is a prolonged frequent absence from work due to illness;
- b) There is apparent misuse of sick leave; or
- c) There is concern about the employee's ability to satisfactorily perform the required duties, due to disability or illness.

20.12 When out-of-town medical appointments, examinations or treatments are necessary, employees shall be granted two (2) sick days per appointment.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 A leave of absence is any leave other than those outlined elsewhere in this Collective Agreement and may, in special circumstances, be granted:
- a) where the request for a leave is submitted to the Employer in writing and includes information regarding the purpose of the leave, the duration of the leave and the expected date of return to work;
 - b) when notice is provided at least one (1) week prior to the requested starting date of leave for a Leave of Absence up to one (1) month;
 - c) when notice is provided at least one (1) month prior to the requested starting date of leave for a Leave of Absence of over one (1) month.
 - d) for reasons acceptable to the Employer;
 - e) on a without pay or benefits basis;
 - f) provided all vacation time is exhausted;
 - g) notwithstanding Article 21.01(e), subject to eligibility according to the benefit carrier, Employees may choose to continue their benefits by pre-paying 100% of the premium cost to the Employer at the commencement of the leave if such leave is to be three (3) days or longer.
- 21.02 Notice of the intention to return to work must be given to the Employer at least fourteen (14) days prior to the date of return if the date of return is earlier than that specified in Article 21.01(a). In the case of an employee request to return to work on a date earlier than that specified in Article 21.01 (a), allowing an earlier return as requested shall be at the discretion of the Employer. Failure to return from a leave of absence on the date specified either in accordance with Article 21.01(a) or Article 21.02, shall terminate employment unless unforeseen circumstances prevented the employee from returning to work.
- 21.03 During the course of the leave of absence all entitlements accumulated at the time of departing on leave shall be suspended and remain intact. The employee shall not, however, accrue any further entitlement during the period of the leave.
- 21.04 The Employer may, in its discretion, grant a leave of absence without pay to an employee who wishes to become a candidate for public office for the period leading up to the election, on the condition that a conflict of interest will not be created by such action.

21.05 An Employee who is on leave of absence pursuant to this Article is not permitted to be gainfully employed during the period.

21.06 Witness and Jury Duty

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

21.07 Union Leave

Upon request of the Union, leave of absence shall be granted for union business (such notice to be provided a minimum of ten (10) days in advance of the requested leave), without pay and without loss of seniority for a period of up to thirty (30) days per request. The employee shall be paid their regular pay and benefits, and the Union will reimburse the Employer for such leaves on receipt of an invoice from the Employer.

ARTICLE 22 - PERSONAL LEAVE

22.01 Leave with pay may be granted to an employee in unforeseen circumstances. The employee may use time from their sick time bank to a maximum of five (5) days per calendar year.

22.02 An employee requesting leave with pay must contact their immediate supervisor for approval explaining the need for personal leave. Approval for such leave shall be given at the supervisor's discretion. Such approval shall not be unreasonably withheld.

ARTICLE 23 - BEREAVEMENT LEAVE

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

- | | | |
|-----------------|----------------|-------------------|
| spouse | children | step-children |
| parents | step-parents | brothers |
| sisters | mother-in-law | father-in-law |
| sister-in-law | brother-in-law | son-in-law |
| daughter-in-law | grandparents | step-grandparents |
| grandchildren | | |

a relative permanently residing in the Employee's household or with whom the Employee permanently resides.

The above relationships are deemed to include the current common-law relationships, including same sex partners, of the Employee.

- 23.02 An employee shall be granted bereavement leave with pay for four (4) consecutive working days, provided such leave commences within seven (7) consecutive days immediately following the death of any immediate family member. Where the funeral is located outside of the Province of Alberta, up to two (2) additional days of leave with pay will be given for travel purposes.
- 23.03 Notwithstanding Article 23.02, an Employee may request to use available vacation entitlement in addition to the leave specified in this Article.
- 23.04 When additional time is required, vacation time shall be considered as the first choice. Only after vacation time is exhausted will consideration be given to additional time off with pay.
- 23.05 Special leave with pay of one (1) day's pay may be granted to an Employee who has been requested to participate in a funeral service.

ARTICLE 24 - MATERNITY AND PARENTAL LEAVE

- 24.01 Maternity, parental and adoption leave benefits shall be granted in accordance with the *Employment Standards Code of Alberta* as amended from time to time.
- a) While an employee is on maternity/parental/adoption leave, no vacation time will accrue, nor will the employee be eligible for General Holiday pay or credit.
 - b) An employee must give his/her Manager at least four (4) weeks written notice of the date on which she wishes to resume employment, or resign.
 - c) The employee will be responsible for all benefits including the Employer's share while on leave;
 - d) An employee, who wishes to return to work sooner than six (6) weeks following the actual delivery or pregnancy termination date, may be permitted to do so by her Manager after providing a written signed medical certificate from her physician, indicating that she is capable of performing the work and that resumption of work will not jeopardize her health.

- e) If an employee on maternity leave is unable to resume employment at the expiration of the approved period because of a medical condition of the employee or the child arising after the delivery date, the Manager may grant the employee a further period of maternity leave, such period not to exceed three (3) weeks in duration. Under these circumstances, the employee must provide her Manager with a written signed medical certificate from her physician, indicating her inability to resume employment.
- f) If an employee resumes employment following maternity leave, her employment anniversary date shall remain unchanged.
- g) Upon the employee's resumption of employment, the Employer will reinstate the employee in the position occupied at leave commencement with no less than the same salary, entitlements and other benefits as were accrued to the employee when maternity leave commenced.

ARTICLE 25 - WORKERS' COMPENSATION

- 25.01 a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall receive compensation benefits directly from the Workers' Compensation Board for periods of disability extending past the date that the accident occurred.
- b) If an Employee is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer, and is not disabled for longer than the day of the accident, the Employee shall receive his basic rate of pay for the remainder of his shift.
- 25.02 An Employee receiving compensation benefits pursuant to Article 25.01 shall be deemed to be on Workers' Compensation leave and shall:
- a) remain in the continuous service of the Employer;
 - b) cease to earn sick leave and vacation credits;
 - c) not be entitled to statutory holidays with pay falling within the period of Workers' Compensation leave; and
 - d) shall be required to pay the benefit premiums to the Employer on a monthly basis in order to continue his coverage of such benefits.

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

- a) capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days written notice of readiness to return to work. Such notice shall not be required in the case of short term absence on Workers' Compensation leave where the expected duration of the leave at the time of onset was less than fourteen (14) calendar days. The Employer shall then reinstate the Employee to the same position they held immediately prior to their disability.
- b) incapable of performing the duties of any position, may make application for any benefits or entitlements for which they may be eligible under the sick leave provisions or the benefit provisions, in accordance with Articles 18 and 20.

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

ARTICLE 26 – DISCIPLINE

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

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

26.03 When the Employer deems it necessary to discipline an employee, progressive discipline shall be used in applying such rules, regulations or policies and the Employer will act on the matter within ten (10) days from when they became aware of it. Where disciplinary action cannot be determined within this time period, the Employer shall inform the employee and Union in writing within ten (10) working days of the alleged incident or misdemeanor, of its intent to investigate the matter and that further action may be taken. Such further action must be taken as soon as reasonably possible and in any event, no longer than ninety (90) calendar days of the event that initiated the investigation, unless mutually agreed by the Union and the Employer, because of extenuating circumstances. If no discipline is applied within this time, the notice of investigation is deemed withdrawn.

26.04 A copy of all warnings or letters of discipline shall be provided to the Union and the employee. Copies of all such warnings shall be signed by the employee and the Employer. Signing shall only be an acknowledgement of receiving the warning.

- 26.05 An employee shall have the right to have a Union Representative present when discipline, in writing, is issued or when there is an investigative meeting that may result in disciplinary action.
- 26.06 After twelve (12) months without additional offences, prior warnings or letters of discipline shall be removed from the employee's file and considered void.
- 26.07 Nothing in the foregoing prevents the Employer from pursuing the employee's immediate suspension without pay or immediate dismissal without notice, or pay in lieu of notice, for just cause subject to the grievance procedure.
- 26.08 Upon the employee giving the Employer at least one (1) day's notice, an employee shall be provided access to her personnel file and upon the employee's request, a copy of the file shall be provided.
- 26.09 An employee who wishes to terminate her employment must provide the Employer with two (2) weeks' written notice.

ARTICLE 27- GRIEVANCE-ARBITRATION

27.01 Grievance Definition

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

27.02 Authorized Representatives

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

27.03 Time Limits

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and General Holidays.

27.04 Mandatory Conditions

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

- b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.
- c) During any and all grievance proceedings, the employee shall continue to perform duties, except in cases of suspension or dismissal.
- d) A suspension or dismissal grievance shall commence at Step 2.

27.05 Steps in the Grievance Procedure

- a) Step 1 - An employee who has a grievance shall, within ten (10) days of the date they become aware of, or reasonably should have become aware of, the occurrence which led to the grievance, discuss the matter with the Assistant Property Manager attempt to resolve the grievance at this stage. Such discussion may occur with or without a Union Representative. The Assistant Property Manager shall advise the employee of her decision within ten (10) days of the employee first making her aware of the matter. In the event that it is not resolved to the satisfaction of the employee, it may be advanced in accordance with the following steps.
- b) Step 2 - If the grievance is not resolved at Step 1 above, within ten (10) days of the decision of the Assistant Property Manager, it shall be forwarded, in writing, by the Union, stating the nature of the grievance and the redress sought, to the Director of Property Management or designated representative who shall hold a meeting within ten (10) days of receiving the grievance and reply in writing within ten (10) days of conducting the meeting. If the grievance is not settled at this stage, it may be advanced to Step 3.
- c) Step 3 - If the grievance is not resolved at Step 2 above, within ten (10) days of the reply from the Director of Property Management or designated representative, the Union shall submit the grievance in writing to the President of the Corporation. The President of the Corporation shall hold a hearing within ten (10) days of receipt of the grievance. The President of the Corporation shall render a written decision within ten (10) days of the date of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to arbitration.

27.06 Policy Grievance

Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within thirty (30) days of the date the Union became aware of, or reasonable should have become aware of, the occurrence. A policy grievance may be submitted at Step 2.

27.07 Replies in Writing

Replies to grievances shall be in writing at all stages.

27.08 Facilities for Grievances

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

27.09 Arbitration

- a) Either party wishing to submit a grievance to arbitration shall, within thirty (30) calendar 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 fifteen (15) calendar 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 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 fifteen (15) calendar days endeavour to select a mutually acceptable Chairman of the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the *Alberta Labour Relations Code*.
- d) The Arbitration Board shall hear and determine the difference and shall issue an award, in writing, and the decision is final and binding upon the parties and upon the employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority the decision of the Chairperson shall be the decision of the Board.

- e) The arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- f) Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 28 - UNION-MANAGEMENT ADVISORY COMMITTEE

28.01 A Union-Management Advisory Committee (UMAC) shall be established within one (1) month of the signing of the Collective Agreement. The Local Union shall provide the names of up to two (2) Employees and the Employer shall provide the names of up to two (2) appointed representatives to sit on the UMAC.

28.02 The functions of the UMAC are:

- a) to examine and make recommendations regarding the concerns of Employees relative to matters regarding employment which are not covered within this Collective Agreement;
- b) to examine and make recommendations regarding Health & Safety matters;
- c) to examine and make recommendations regarding Harassment and Sexual Harassment.

28.03 Matters discussed at UMAC expressly exclude issues covered by the Collective Agreement; there shall be no recourse to the grievance procedure relative to such matters.

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

ARTICLE 29 – JOB CLASSIFICATION

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

29.02 Where the Employer creates a new classification, or where the duties of an existing classification are altered so as to substantially change the nature of the work being performed, the Union shall be advised of the change. The parties shall meet and endeavor to negotiate a rate of pay for the new or altered classification and if the matter cannot be resolved, it may be submitted to an Arbitration Board in accordance with the Grievance Procedure for a final decision.

Dated at Fort McMurray, Alberta this 12 day of December, 2012.



SCHEDULE 'A' WAGE RATES

Classification	Nov 1, 2012 \$1.52 increase	Jan 1, 2013 \$1.00 increase	Jan 1, 2014 3% increase	Jan 1, 2015 3% increase
Support Worker	\$23.00	\$24.00	\$24.72	\$25.46

Letter of Understanding #1

Between

Wood Buffalo Housing & Development Corporation
Marshall House, Fort McMurray, AB
(hereinafter referred to as the "Employer")

And

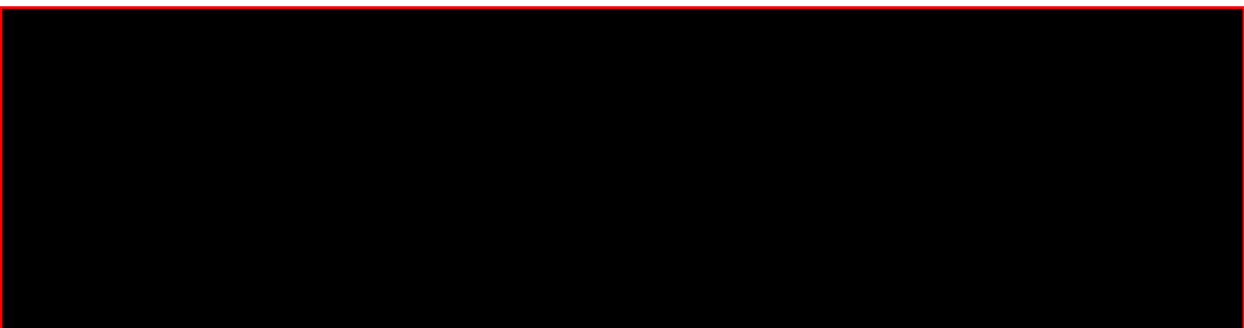
Canadian Union of Public Employees Local 1505
(hereinafter referred to as the "Union")

RE: LIVING ALLOWANCE

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

Regular Part-time, Temporary and Casual employees shall be paid a pro-rated portion based upon their hours of work on a monthly basis, which is paid on a bi-weekly basis.

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



Letter of Understanding #2

Between

Wood Buffalo Housing & Development Corporation
Marshall House, Fort McMurray, AB
(hereinafter referred to as the "Employer")

And

Canadian Union of Public Employees Local 1505
(hereinafter referred to as the "Union")

RE: CASUAL HOURS

The Employer agrees that the available hours for Casual employees will be distributed equitably between all Casual employees.



Date

December 12, 2012

Letter of Understanding #3

Between

Wood Buffalo Housing & Development Corporation
Marshall House, Fort McMurray, AB
(hereinafter referred to as the "Employer")

And

Canadian Union of Public Employees Local 1505
(hereinafter referred to as the "Union")

RE: FULL-TIME EMPLOYEE STATUS

All Full-time employees working for the Employer on the date of ratification of this Collective Agreement shall have their full-time status grandfathered for as long as they are employed by the Employer.

In the event that government funding levels results in the need for the Employer to reduce the working hours, the Union will be provided with fourteen (14) days advance notice by the employer and be provided full disclosure of financial information if requested by the Union.

When this results in the hours of work of a grandfathered full-time employee to be reduced to part-time, such reduction in hours for the purpose of this Letter of Understanding will be defined as a layoff in accordance with Article 15.

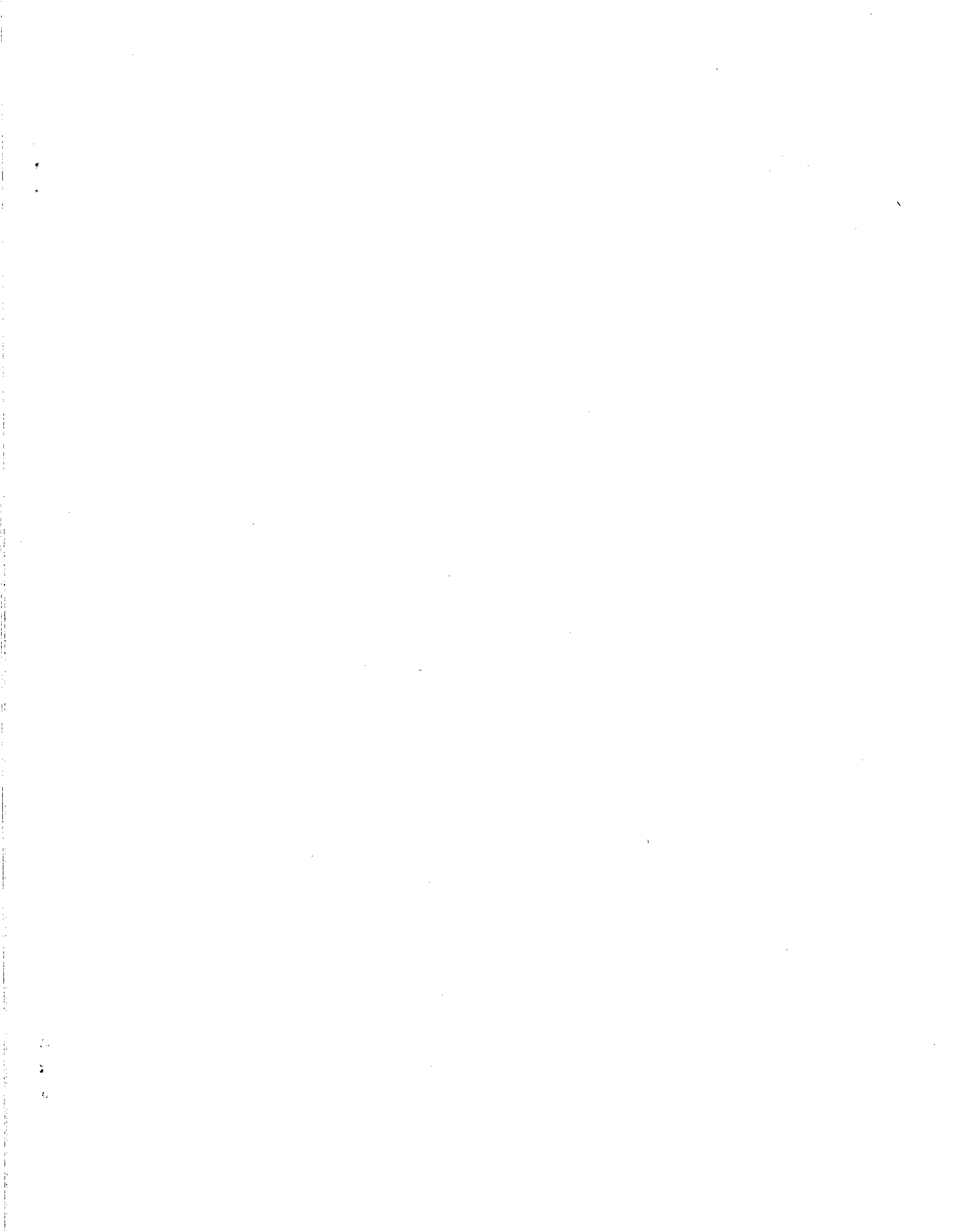
A grandfathered full-time employee who receives notice of layoff shall be offered part-time status. The employee shall be put on the recall list for twenty-four (24) months from date of layoff with the opportunity to be recalled to full-time work whether the employee accepts the part-time work or chooses to be laid off.



Date
Dec. 12, 2012

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