

# **COLLECTIVE AGREEMENT**

**Effective April 1, 2022 –  
March 31, 2027**

**between**



**Operation Friendship  
Seniors Society**

**-and-**

**CUPE Local 474**



# Contact Information

For further information regarding your collective agreement  
please contact your Union, CUPE Local 474 at:

10989 – 124 Street, T5M 0H9  
780-447-5858  
Admin@cupe474.com  
474.cupe.ca

---

The Employer can be contacted at:

Operation Friendship Seniors Society  
9520 108 Ave T5H 4G2  
780-408-2992  
info@ofss.org  
www.ofss.org



**This Collective Agreement is a  
joint publication between**

***CUPE Local 474***  
**(hereinafter referred to as the “Union”)**

**-and-**

***Operation Friendship Seniors Society***  
**(hereinafter referred to as the “Employer”)**

**INDEX**

	<b>PAGE</b>
<b>ARTICLE 1 – PURPOSE OF AGREEMENT.....</b>	<b>5</b>
<b>ARTICLE 2 - TERM.....</b>	<b>5</b>
<b>ARTICLE 3 – RECOGNITION AND NEGOTIATION .....</b>	<b>5</b>
<b>ARTICLE 4 – MANAGEMENT RIGHTS .....</b>	<b>6</b>
<b>ARTICLE 5 - DEFINITIONS .....</b>	<b>6</b>
<b>ARTICLE 6 - UNION MEMBERSHIP AND CHECK-OFF .....</b>	<b>7</b>
<b>ARTICLE 7 – RESPECTFUL WORKING ENVIRONMENT .....</b>	<b>8</b>
<b>ARTICLE 8 - JOB DESCRIPTIONS &amp; EMPLOYEE APPRAISALS.....</b>	<b>9</b>
<b>ARTICLE 9 - CORRESPONDENCE .....</b>	<b>9</b>
<b>ARTICLE 10 – CONTRACTING OUT .....</b>	<b>9</b>
<b>ARTICLE 11 - GRIEVANCE PROCEDURE .....</b>	<b>9</b>
<b>ARTICLE 12 - SHOP STEWARDS .....</b>	<b>13</b>
<b>ARTICLE 13 – HOURS OF WORK .....</b>	<b>13</b>
<b>ARTICLE 14 – OVERTIME, PREMIUMS AND EMPLOYEE EXPENSES .....</b>	<b>16</b>
<b>ARTICLE 15 – PROBATION PERIOD .....</b>	<b>17</b>
<b>ARTICLE 16 – SENIORITY.....</b>	<b>17</b>
<b>ARTICLE 17 – OCCUPATIONAL HEALTH AND SAFETY.....</b>	<b>18</b>
<b>ARTICLE 18 - BULLETIN BOARDS .....</b>	<b>18</b>
<b>ARTICLE 19 - SALARIES.....</b>	<b>18</b>
<b>ARTICLE 20 – LEAVES OF ABSENCE.....</b>	<b>20</b>
<b>ARTICLE 21 – WORKER’S COMPENSATION.....</b>	<b>23</b>
<b>ARTICLE 22 – POSTINGS AND JOB OPPORTUNITIES .....</b>	<b>24</b>
<b>ARTICLE 23 – DISCIPLINE, SUSPENSION AND DISCHARGE.....</b>	<b>25</b>
<b>ARTICLE 24 – PAID HOLIDAYS.....</b>	<b>25</b>
<b>ARTICLE 25 – ANNUAL VACATION .....</b>	<b>28</b>
<b>ARTICLE 26 – JOB CLASSIFICATION.....</b>	<b>29</b>
<b>ARTICLE 27 – LAYOFF &amp; RECALL.....</b>	<b>30</b>
<b>ARTICLE 28 – PAID SICK LEAVE.....</b>	<b>31</b>
<b>ARTICLE 29 – HEALTH BENEFITS .....</b>	<b>32</b>
<b>ARTICLE 30 – COPIES OF THE COLLECTIVE AGREEMENT .....</b>	<b>33</b>
<b>ARTICLE 31 – LABOUR MANAGEMENT COMMITTEE .....</b>	<b>33</b>
<b>ARTICLE 32 – BENEFITS SUBCOMMITTEE.....</b>	<b>33</b>
<b>ARTICLE 33 – TRAINING.....</b>	<b>34</b>
<b>ARTICLE 34 – RRSP.....</b>	<b>34</b>
<b>LETTER OF UNDERSTANDING NUMBER ONE.....</b>	<b>34</b>
<b>WAGE GRID .....</b>	<b>35</b>

## ALPHABETICAL INDEX

	<b>PAGE</b>
ANNUAL VACATION – ARTICLE 25 .....	28
BENEFITS SUBCOMMITTEE – ARTICLE 32.....	33
BULLETIN BOARDS – ARTICLE 18 .....	18
CONTRACTING OUT – ARTICLE 10 .....	9
COPIES OF THE COLLECTIVE AGREEMENT – ARTICLE 30 .....	33
CORRESPONDENCE – ARTICLE 9 .....	9
DEFINITIONS – ARTICLE 5 .....	6
DISCIPLINE, SUSPENSION AND DISCHARGE – ARTICLE 23 .....	25
GRIEVANCE PROCEDURE – ARTICLE 11 .....	9
HEALTH BENEFITS – ARTICLE 29 .....	32
HOURS OF WORK – ARTICLE 13 .....	13
JOB CLASSIFICATION – ARTICLE 26 .....	29
JOB DESCRIPTIONS & EMPLOYEE APPRAISALS – ARTICLE 8 .....	8
LABOUR MANAGEMENT COMMITTEE – ARTICLE 31 .....	33
LAYOFF & RECALL – ARTICLE 27.....	30
LEAVES OF ABSENCE – ARTICLE 20 .....	20
LETTER OF UNDERSTANDING NUMBER ONE.....	34
MANAGEMENT RIGHTS – ARTICLE 4 .....	6
OCCUPATIONAL HEALTH AND SAFETY – ARTICLE 17 .....	18
OVERTIME, PREMIUMS AND EMPLOYEE EXPENSES – ARTICLE 14 .....	15
PAID HOLIDAYS – ARTICLE 24 .....	25
PAID SICK LEAVE – ARTICLE 28 .....	31
POSTINGS AND JOB OPPORTUNITIES – ARTICLE 22 .....	23
PROBATION PERIOD – ARTICLE 15 .....	17
PURPOSE OF AGREEMENT – ARTICLE 1.....	5
RRSP – ARTICLE 34 .....	34
RECOGNITION AND NEGOTIATION – ARTICLE 3 .....	5
RESPECTFUL WORK ENVIRONMENT – ARTICLE 7 .....	8
SALARIES – ARTICLE 19 .....	18
WAGE GRID .....	35
SENIORITY – ARTICLE 16 .....	17
SHOP STEWARDS – ARTICLE 12 .....	12
TERM – ARTICLE 2 .....	5
TRAINING – ARTICLE 33 .....	34
UNION MEMBERSHIP AND CHECK-OFF – ARTICLE 6 .....	7
WORKER'S COMPENSATION – ARTICLE 21.....	23

### **Article 1 – Purpose of Agreement**

The parties to this Agreement share a commitment to high quality housing and support services to the seniors of Operation Friendship Seniors Society owned and/or managed properties. The Union and Operation Friendship Seniors Society agree that our work takes place on this land referred to as Treaty 6, which are the traditional meeting grounds to many diverse Indigenous Nations. The purpose of this Agreement is to establish employment conditions which support and enhance this shared commitment.

It is the purpose of both parties to this Agreement:

- (a) To continue sound working relations between the Employer, Employees and the Union and provide settled and reasonable conditions of employment.
- (b) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions.
- (c) To promote the morale, well-being, safety and security of all Employees in the bargaining unit.

### **\*Article 2 - Term**

- 2.01 \*This Agreement shall be binding and remain in effect from the date of ratification to March 31, 2027 and shall continue from year to year thereafter unless either party gives to the other party notice in writing to amend this agreement. Such notice shall be served no sooner than one hundred and twenty (120) days and not later than sixty (60) prior to the expiry date of this agreement.
- 2.02 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 2.03 During the term of this Collective Agreement the parties agree that there will be no strike or lockout and there shall be no strike or lockout contrary to the provisions of the *Alberta Labour Relations Code*.

### **\*Article 3 – Recognition and Negotiation**

- 3.01 \*The Employer recognizes the Union as the sole bargaining agent for Employees covered by this Collective Agreement and as described in Certificate 7-2006 issued by the Labour Relation Board, except the Executive Assistant, Assistant Lodge Manager and Financial Manager. The Employer consents and agrees to negotiate with the Union or any of its' authorized committees concerning all matters arising from this Collective Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.02 No Employee or group of Employees shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of the Collective Agreement.

- 3.03 The Union recognizes the importance of ensuring a full day's work by all Employees. Union business shall not take place during an Employees working hours and/or on the Employer's premises without the prior permission of the Employer.
- 3.04 The Union recognizes the responsibility of its members to perform their respective duties for the said Employer at all times to carry out their individual responsibilities according to the regulations, methods and procedures established by the Employer.
- 3.05 The Union Negotiating team will meet with the Management Negotiating Committee to exchange initial proposals for a renewed Collective Agreement twenty-one (21) days prior to the 1<sup>st</sup> negotiation meeting.
- 3.06 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees. Such a representative may enter the premises of the Employer after first receiving permission from the Executive Director. The operations of the Employer shall not be interfered with by the representative while on the Employer's premises.
- 3.07 It is recognized that Operation Friendship Seniors Society and its Employees, and CUPE Local 474 operate under and are bound by legislation such as the OHS Act, Labour Relations Code, Employment Standards Code, Alberta Human Rights Act, Freedom of Information and Protection of Privacy Act, and any other legislation enacted by the provincial and federal government.

#### **Article 4 – Management Rights**

Subject to the terms of this Agreement, the Union recognizes the right and responsibility of the Employer to manage the operations, including the right to schedule, hire, transfer, demote, suspend, discipline or discharge any Employee for just cause and to determine the number and classification of Employees to be placed in each location. Operation Friendship Seniors Society retains all management rights not specifically covered in this Agreement.

#### **\*Article 5 - Definitions**

- 5.01 \*Regular Employee shall mean an Employee who is regularly scheduled and whose employment is designated as Permanent:
- (a) Full-Time Employee shall mean an Employee who is regularly scheduled to perform hours of work as specified in Article 13, Hours of Work.
- 5.02 Casual Employee shall mean an Employee hired on a call-in basis to temporarily replace a Regular Employee absent due to injury, illness, vacation, holiday, or any other approved leave of absence. Casual Employees do not have a continuing employment relationship with the Employer and except where specifically stated, the provisions of this Collective Agreement shall not apply to Casual Employees.
- 5.03 A Part-Time Employee shall mean a Regular Employee regularly scheduled and whose employment is designated as Part-Time.

- 5.04 Temporary Employee shall mean an Employee hired to perform a definite term of employment not to exceed three (3) months, except by mutual agreement between the Union and the Employer. Temporary Employees do not have a continuing employment relationship with the Employer and except where specifically stated, the provisions of this Collective Agreement shall not apply to Temporary Employees.
- 5.05 Shift is defined as a daily tour of duty inclusive of paid and unpaid breaks and exclusive of overtime.
- 5.06 Basic Hourly Rate of Pay shall be defined as the hourly rate of pay allocated to an Employee in accordance with Appendix 'A' – Wages.
- 5.07 Shift Rotation shall mean a repeating pattern of shifts over a definite period of time.
- 5.08 The following Articles shall not apply to Temporary Employees:  
Article 15 – Probation Period  
Article 16 – Seniority
- 5.09 The following Articles shall not apply to Casual Employees:  
Article 15 – Probation Period  
Article 25 – Annual Vacation  
Article 28 – Paid Sick Leave  
Article 29 – Health Benefits  
Article 34 – Employee RRSP

**\*Article 6 - Union Membership and Check-Off**

- 6.01 Membership in the Union shall be voluntary on the part of each Employee. The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union. Such deductions shall be forwarded by cheque to the Secretary-Treasurer of Union not later than the tenth (10<sup>th</sup>) day of the following month in which the dues were deducted or sooner if completed before such date accompanied by a list of each employee name and the amount deducted.

The Union will save the Employer harmless from any claims that may arise either from any deductions from wages in respect of check-off of Union monthly assessments or any other action taken at the request of the Union.



6.02 The Employer shall provide the following when submitting dues to the Union:

Individual Employee's name.

Individual Employee's hourly rate of pay.

Individual Employee's employment status (Full-Time or Casual)

Gross pay for the period of the due submission.

Dues paid for the pay period.

\*Upon the hire of a new Employee, the Employer will provide the Union with a list of individual Employee's phone numbers, email address and mailing addresses.

The Union will advise the Employer in writing of any changes in the amount of dues to be deducted from the employees covered by this Collective Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the effective date of the change.

6.03 Income tax (T-4) slips provided to Employees shall indicate the amount of union dues paid by each Employee in the year.

6.04 The Employer agrees to acquaint new and potential Employees with the fact that a Collective Agreement is in effect and the employees belong to and will be represented by the Union.

6.05 A Representative of the Union shall be given an opportunity to meet with each new Employee or group of Employees within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union. The Employer may schedule a time during the general orientation session for new Employees for the Union to conduct its orientation.

#### **Article 7 – Respectful Working Environment**

7.01 The Union and the Employer jointly affirm that every Employee in the organization is entitled to a respectful workplace free of discrimination and harassment. There shall be no discrimination exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, disability, nor by reason of their membership or activity in the Union or any other reason.

7.02 "Harassment" is conduct or comments that are intimidating, threatening, demeaning, or abusive and may be accompanied by direct or implied threats to status, conditions of employment, union membership, or reputation.

**Article 8 - Job Descriptions & Employee Appraisals**

- 8.01 Job descriptions and duties shall be available at each site so that all staff have access to these.
- 8.02 Where a formal evaluation of the Employee's performance is made, the Employee concerned shall review and sign the performance evaluation form upon its completion to indicate that its contents have been read. An Employee shall be provided with a copy of their performance evaluation form.

The Employee shall have the right to place their own comments on the form, or to append their comments to the form.

- 8.03 An Employee's evaluation shall not be released by the Employer to any person without the written consent of the Employee, except as required by law.
- 8.04 Employee appraisals shall be constructive in nature and are intended to assist an Employee in advancing their career by setting out personal and mutual goals. The Employee appraisal shall not be disciplinary or used in the disciplinary process.

**Article 9 - Correspondence**

- 9.01 All correspondence between the parties shall pass to and from the Executive Director or designate and the Union President or the designated site Union representative, with a copy to the President.
- 9.02 The Union shall keep the Employer informed in writing of its executive officers, Stewards, and representatives. The Employer shall not be required to deal with any other persons on matters concerning the administration of this Agreement.

**Article 10 – Contracting Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other plant, person, company or non-unit Employees, unless this is forced on Management by provincial or federal legislation in which case the Employer shall not be responsible to the Union or Employee.

**Article 11 - Grievance Procedure**

**11.01 Definition of a Grievance**

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

**11.02 Settling of Disputes and Grievances**

- (a) An Employee or the Union shall have the right at any time to have the assistance of a C.U.P.E. Representative.

- (b) At all levels of discussion and the grievance procedure:
  - (i) a sincere attempt shall be made by both parties to the Collective Agreement through discussion to resolve problems in the workplace.
  - (ii) a meeting may be arranged to discuss the problem and exchange information.

#### 11.03 **Informal Procedure**

When the Union or an employee believe that there is a problem arising out of the interpretation, application or alleged violation of this Collective Agreement should first discuss the matter with the Employee's immediate supervisor within fifteen calendar days (15) days of when the Employee first became aware of, or reasonably should have become aware of, the occurrence.

The Employee shall have the right to be accompanied by a Shop Steward or Union Officer while discussing the matter with the Employee's immediate supervisor.

The immediate supervisor shall respond to the Union's or Employee's concern within fifteen calendar (15) days of having met with the Employee.

If the matter is not resolved through the informal process, the grievance may be rendered in writing, within fifteen calendar (15) days of receipt of the immediate supervisor's decision/response, and proceed to Step I of the formal grievance procedure specifying the nature of the grievance and the redress sought.

#### 11.04 **Formal Grievance Procedure**

##### **Step I - Immediate Supervisor**

The immediate supervisor, or designate, shall render a decision in writing to the Union within ten (10) days of receipt of the grievance.

##### **Step II - Executive Director**

If the grievance is not resolved at Step I, the grievance shall, within ten (10) days of receipt of the decision of the immediate supervisor, be forwarded in writing by the Union, to the Executive Director, or designate. The Executive Director or designate shall render a decision in writing to the Union within ten (10) days of the receipt of the grievance.

##### **Step III – Mediation**

After receipt of the decision of the Executive Director, or designate, either party may request that a mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution. A mediator shall be appointed by mutual agreement between the parties.

The proceedings shall be conducted with a view to settling the dispute and as such, anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.

The fees and expenses of the mediator shall be equally borne by both parties.

The grievance may be resolved by mutual agreement between the parties. The parties shall formalize the resolution in writing which shall be signed by the parties and grievor(s) and the grievance shall be deemed withdrawn and there shall be no further recourse.

If the grievance is not settled at this stage, either party may decide to proceed to arbitration within ten (10) days of the end of mediation.

#### **Step IV – Arbitration**

- (a) If the grievance is not settled under Step II above, the Union shall within ten (10) days of receiving the decision of the Executive Director, at Step II above, notify the Employer in writing of its intention to submit the grievance to arbitration and shall inform the Employer of the Union's nominee to an Arbitration Board. The Employer shall, within ten (10) days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board. The two (2) appointees so named shall, within ten (10) days, appoint a third person who shall be the Chair of the Arbitration Board. In the alternative, the parties may agree to the appointment of a single Arbitrator who shall act as the Arbitration Board.
- (b) If the two (2) members fail to appoint a third person within the time limits, the Minister of Labour shall appoint the Chair of the Arbitration Board.
- (c) 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. When there is no majority decision, the decision of the Chair shall be the decision of the Board.
- (d) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chair.
- (e) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.

#### **11.05 Definition of Days**

Throughout this Article, the reference to "days" shall not include Saturdays, Sundays, or Paid Holidays.

**11.06 Time Limits**

- (a) The time limits specified in the informal procedure and the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.
- (b) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered abandoned. 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.

**11.07 Individual Grievance**

An individual grievance is a grievance that affects an individual Employee and shall commence at Step I of the Grievance Procedure.

**11.08 Policy Grievance**

- (a) Where a dispute involving the question of general application or interpretation the Union or the Employer may proceed on a policy grievance.
- (b) A policy grievance may be formalized at Step II.

**11.09 Group Grievance**

In the event that a difference affects two (2) or more Employees, those so affected, or the Union, may group the grievances and have them dealt with as a single grievance when formalized at Step I of the Grievance Procedure.

**11.10 Dismissal Grievance**

In the event an Employee alleges dismissal without just cause, the Employee's grievance may commence at Step II, within ten (10) days of the occurrence.

**11.11 Replies in Writing**

Except for Informal Discussion, replies to grievances shall be in writing at all stages.

**11.12 Facilities for Grievances**

The Employer shall supply the necessary facilities for joint grievance meetings. The parties may at any time during the grievance process meet to discuss the circumstances of the grievance, share information and/or explore potential resolution on a without prejudice basis.

**11.13** In the event that any management identified in the grievance steps are one and the same, the subsequent Step will be deemed to have been complied with.

**\*Article 12 - Shop Stewards**

- 12.01 The Shop Steward System is accepted in principle by the Employer, and Shop Stewards will be recognized as having authority to act on behalf of other Employees. The names of Shop Stewards will be supplied in writing to the Employer before they are recognized as Shop Stewards.
- 12.02 Union Officers will be recognized as Shop Stewards for the purpose of this Article.
- 12.03 The Employer agrees that the Shop Steward shall not be prevented from performing the Shop Steward's function while investigating disputes and presenting adjustments.

The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer and that the Shop Steward will not leave work during working hours except to perform Shop Steward duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave work without obtaining the permission of the Shop Steward's supervisor, and subject to operational considerations, such permission shall not be unreasonably withheld.

- 12.04 \*Shop Stewards shall suffer no loss of pay for time spent on the Employer's premises performing these duties. When a supervisor intends to issue a disciplinary or discharge notice to an Employee, the supervisor shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact a Shop Steward to be present at the interview. The Supervisor shall advise the Employee to their right to Union representation at this time.

**\*Article 13 – Hours of Work**

- 13.01 It is understood and agreed that work shall provide for a continuous operation Monday through Sunday.

**13.02 \*Hours of Work****(a) Full-Time Employees****(i) Full-Time Cooks-McCauley**

Full-Time Cooks shall work regularly scheduled shifts consisting of seven (7) hours, inclusive of two (2) paid rest periods of fifteen (15) minutes and exclusive of one (1) unpaid meal period of one (1) hour, and thirty-five (35) hours per week averaged over a two (2)-week shift cycle.

**(ii) Full-Time Cooks-Sparling**

Full-Time Cooks shall work regularly scheduled shifts consisting of ten (10) hours, inclusive of two (2) paid rest periods of fifteen (15) minutes and exclusive of one (1) unpaid meal period of one (1) hour, and forty (40) hours per week averaged over a four (4)-week shift cycle.

- (iii) **\*Health Care Aides and House Keepers**  
Full-Time Health Care Aides and House Keepers shall work regularly scheduled shifts of seven (7) hours, inclusive of two (2) paid rest periods of fifteen (15) minutes and exclusive of one (1) unpaid meal period of one (1) hour, and not more than forty (40) hours per week averaged over a nine (9)-week shift cycle.
  - (iii) Full-Time Employees in all other classifications shall work regularly scheduled shifts consisting of seven (7) hours of work inclusive of two (2) paid rest periods of fifteen (15) minutes and exclusive of one (1) unpaid meal period of one (1) hour, inclusive of paid rest and meal periods, and not more than forty (40) hours per week averaged over a complete cycle of shifts.
  - (v) **\*Geriatric Community Support Worker, Secretary/Receptionist, Maintenance Worker and Custodian**  
Full-Time Geriatric Community Support Worker, Secretary/Receptionist, Maintenance Worker and Custodian shall work regularly scheduled shifts Monday to Friday of seven (7) hours, inclusive of two (2) paid rest periods of fifteen (15) minutes and exclusive of one (1) unpaid meal period of one (1) hour, and not more than forty (40) hours per week averaged over a nine (9)-week shift cycle.
- (b) **Part-Time Employees**  
Part-Time Hours of Work will be less than thirty-five (35) hours per week averaged over a nine (9)-week shift cycle.

13.03 **Scheduling**

- (a) Shift cycles shall be posted on the staff bulletin board within each facility. Changes to shift cycles or an Employee's schedule may be made by mutual agreement between the Employer and the affected Employee(s).
- (b) Unless otherwise specified in this agreement, a shift schedule shall provide for:
  - (i) not more than six (6) consecutive scheduled days of work;
  - (ii) at least two (2) consecutive days off in a fourteen (14) calendar day period;
  - (iii) There will be no split shifts unless discussed and agreed upon in advance by the Executive Director and the Union.
  - (iv) an equal distribution of weekends off within each classification of employees. A weekend shall be a Saturday and a Sunday.
- (c) Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union.

**\*13.04 Casual Employees**

- (a) Casual Employees are expected to provide the Manager with a seventy-two (72) hour notice of their inability to work a scheduled shift when possible.
- (c) Casual Employees are not regularly scheduled, except when replacing a Permanent Employee for a block of time in excess of two weeks.
- (d) \*Casual Employees shall provide in writing the extent of their availability. To maintain eligibility, casuals must supply their availability for the following month by the fifteenth (15<sup>th</sup>) day of each month. Failure to provide availability shall render the Casual Employee inactive. Two (2) consecutive months as an inactive or unavailable Casual Employee without notification of illness, injury, or other reason acceptable to the Employer, shall be deemed to have resigned.
- (e) Casual Employees shall be provided hours of work on a call-in basis if not scheduled. Opportunity to work casual shifts shall be, as much as practical, equally distributed.

**13.05 \*Staff Meetings**

Employees required to attend staff meetings during their regularly scheduled hours of work shall suffer no loss of pay.

Staff must attend monthly scheduled staff meetings to ensure effective communication, collaboration and alignment within the organization. These meetings serve as a platform for sharing important information, discussing updates, addressing concerns, and fostering team cohesion. Attendance is crucial for maintaining productivity, promoting transparency and upholding organizational standards.

Employees required to attend staff meetings outside of the regularly scheduled hours of work shall be paid three (3) hours pay at the basic rate of pay, or for actual time spent, whichever is greater.

- 13.06 In the event an Employee reports for work as scheduled and is requested by the Employer to report for a later shift, the Employee shall be compensated by payment of three (3) hours pay at their basic rate of pay.

**13.07 Paid Meal Periods**

When an Employee is required to remain on the Employer's premises during their meal break, the Employee shall be paid during the meal period at their basic hourly rate of pay. An Employee shall be prepared to resume active duty during the meal period when required to do so.

**13.08 STEP Program**

The employment of STEP Program Employees shall not result in the reduction of hours of work for Regular Employees and they shall be exempted from the collective bargaining relationship.



**\*Article 14 – Overtime, Premiums and Employee Expenses**

- 14.01 The Employer shall determine when overtime is necessary and for what period of time it is required. All authorized overtime worked in excess of and in conjunction with seven (7) hours per day or ten (10) hours per day, as applicable, shall be paid at the rate of one and one-half times (1 1/2X) the basic rate of pay.
- 14.02 Employees shall not be required to layoff during their regular scheduled shifts to equalize any overtime worked previously.
- 14.03 Overtime shall be shared as equally as possible among Employees who perform the work involved, regardless of rate of pay.
- 14.04 Employees required to work by the Employer on their scheduled days off shall be paid one and one-half times (1 1/2X) the basic rate of pay.
- 14.05 **Lieu Time**
- (a) Subject to Employer approval, an employee may request time off in lieu of overtime worked to be taken at a mutual agreeable time between the Employee and the Manager.
  - (b) Time off in lieu of overtime shall be the equivalent of the actual time worked.
  - (c) Failing approval under (a) above, the Employer shall effect payment of overtime pay at the applicable overtime rate.
- 14.06 **Call Back**  
Regardless of Article 14.05, an Employee directed to report back to work outside of the Employee's regularly scheduled hours of work shall be paid a minimum of three (3) hours at the basic hourly rate of pay, or at the overtime premium for all hours worked, whichever is greater.
- 14.07 **\*Shift Premiums**
- (a) \*An evening premium of one dollar twenty-five cents (\$1.25) per hour will be paid to an Employee where three (3) hours or more of the working hours fall between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.
  - (b) A night premium of two dollars (\$2.00) per hour will be paid to an Employee where the majority of working hours fall between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
  - (c) Employees who work during the Daylight Savings time spring adjustment shall not be subject to a reduction in their regular hours. Employees who work during the Daylight Savings time fall adjustment shall be paid for the extra time worked at the applicable rate of pay.

- (d) A weekend premium of one dollar (\$1.00) per hour will be paid to an Employee where the majority of working hours fall between zero seven hundred (0700) hours Saturday and zero seven hundred (0700) hours Monday.

**14.08 Criminal Checks**

Regular criminal checks are a condition of continued employment. Criminal checks shall be at no cost to the Employee and must be submitted in a timely fashion. Upon request, the Employee shall be provided a copy of the criminal check. Upon the production of the receipt, Employees shall be reimbursed the cost of their Criminal Record Check.

- 14.09 \*An Employee who is required to use their personal vehicle in the course of her employment, and to maintain business use insurance as a result, shall be required to submit evidence of annual business use insurance coverage when the vehicle is used on such business. The Employer shall reimburse the Employee for business use insurance to a maximum reimbursement of two hundred and sixty dollars (\$260.00) per year.

**Article 15 – Probation Period**

**15.01 Dismissal**

A newly hired Regular Employee shall serve a probation period. Such Employee, if determined by the Employer to be unsatisfactory, may be dismissed at any time during the probation period without notice and without recourse to the grievance and arbitration process.

**15.02 Feedback on Progress**

An Employee will be kept advised of progress during the probation period.

**15.03 Length of Probation Period**

- (a) The probation period shall be three (3) months from the date the Employee begins their first shift.
- (b) The probation period may be extended by an additional month by mutual agreement in writing between the Employer and the Union.

**\*Article 16 – Seniority**

- 16.01 Upon completion of the probation period, an Employee shall be credited seniority from their date of hire as a Full-Time Regular Employee.
- 16.02 \*Seniority is defined as continuous service with the Employer from date of hire.
- 16.03 \*Employees do not lose seniority due to approved leaves, sickness, accident or layoff. Employees lose seniority for discharge for just cause, resignation, layoff of over 12 months and failure to return within 10 days of recall notice from layoff.

- 16.04 The Employer shall maintain a seniority list showing the current classification and the date upon which the Employee's service commenced. An up-to-date seniority list shall be sent to the Union and to each site in February of each year.
- 16.05 If a Casual Employee achieves a regular position, the Employee shall be given credit for service from date of hire as a Casual Employee provided there has not been a break in service of more than three (3) months, except for absences resulting from Worker's Compensation (WCB) Benefits or absence due to Maternity.
- 16.06 Casual Employees will have seniority within the casual pool calculated by the number of hours worked from the date of hire for the purpose of scheduling and job postings.

**Article 17 – Occupational Health and Safety**

- 17.01 The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention in accordance with the Occupational Health and Safety Act.
- 17.02 An Occupational Health and Safety Committee will be established and the Union will have the right to designate two (2) members of the bargaining unit as members of this Committee.
- 17.03 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of this Committee.
- 17.04 An Employee's rights shall be respected in accordance with The Occupational Health and Safety Code.
- 17.05 The Committee shall meet on no less than a quarterly basis during the calendar year.

**Article 18 - Bulletin Boards**

The Employer shall provide designated space at each facility where all Employees have access to it and where the Union shall have the right to post notice of meetings and such other notices as may be of interest to Employees. It is not the Union's intention to post anything objectionable and the Employer shall have the right to remove anything objectionable and will inform the Union when it does so.

**Article 19 - Salaries**

- 19.01 The basic rates of pay as set out in the Salaries Appendix shall be applicable to all Employees covered by this Collective Agreement.
- 19.02 Employees shall be paid semi-monthly, through a direct bank deposit to the Employee's designated bank account. The Employer shall consult with and obtain agreement of the Union prior to changing pay days.

**19.03 Wage Rate Protected**

If in the event of reorganization, recall, elimination of positions or classifications an Employee is assigned to a lower paid position or classification the Employee, while employed in such position, shall continue to receive their previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than their previous basic rate of pay at which time they will then receive the basic rate of pay for the classification to which the position is allocated.

19.04 The parties may mutually agree to meet to discuss adjustments to the base salary grid and sick leave accumulation during the term of the Collective Agreement.

19.05 The Employer may place new Employees at any step of the base salary grid based on their qualifications and previous experience. The Union shall be notified of all such instances.

**19.06 Wage Grid Progression**

- (a) All new Employees shall commence at the First Step (1) of the Wage Grid. Upon successful completion of the probation period as outlined in Article 15 of the Collective Agreement will advance to Step 2 in the Wage Grid.
- (b) Any subsequent movement from one step to another step in the Wage Grid shall be after the completion of eighteen hundred and twenty (1820) paid hours of work.
- (c) Paid hours of work shall include paid vacation, paid holidays, paid sick leave, any paid leave of absence and any additional hours of work paid at the hourly basic rate of pay. Paid hours of work shall exclude overtime, unpaid leaves of absence in excess of thirty calendar days, inclusive of time off while in receipt of WCB benefits, short/long term disability benefits paid by an insurance carrier.
- (d) When an Employee achieves a position in a classification within the Pay Grid, with the same end rate as their present classification, the Employee shall move to the Pay Step which is equal to their present basic rate of pay, or if there is no such Pay Step, they shall move to the Pay Step that has a basic rate of pay that is next higher to their present basic rate of pay. An Employee shall maintain the accrued paid hours of work for progression to the next Step in the newly assigned pay range.

- (e) When an Employee achieves a position in a classification within the Pay Grid having a higher end rate than their present classification, the salary of such Employee shall be advanced to the same step in the new pay range. Where the same Step in the new pay range is less than or equal to the Employee's current rate of pay, they shall advance to the next Step in the new pay range that provides an increase. An Employee shall maintain the accrued paid hours of work for progression to the next Step in the newly assigned pay range.
- (f) \*After an employee reaches Step 5 of the Wage Grid they shall, after the completion of thirty-six hundred forty (3640) paid hours of work, receive a payout of \$300.00 (three hundred) dollars for long service recognition less statutory deductions. This payout shall repeat every time the Employee completes thirty-six hundred forty (3640) paid hours of work.

**\*Article 20 – Leaves of Absence**

**20.01 General Policies Governing Leaves of Absence**

- (a) Application for personal leave of absence shall be submitted in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure of leave and the date of return. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given in writing to the employee and the Union. The Executive Director and the Local President agree to discuss any requested leave of absence that the Employee feels has been unreasonably denied. This discussion shall take place prior to the Local proceeding to the grievance process.
- (b) Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of one (1) month.
- (c) Subject to Article 20.02 Employees shall not be entitled to paid holidays with pay, which may fall during a period of leave of absence without pay.

**20.02 Accrual of Benefits While on Leave**

During leaves of absence without pay of longer than thirty (30) calendar days, Employees may elect to maintain coverage of the health benefit plan specified in Article 29, provided that the Employee makes prior arrangements to pay full premium costs.

**20.03 Leave - Union Business**

- (a) Provided the efficiency of the facility shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to Regular Employees elected or appointed to represent the Union at Union Functions, Workshops, Seminars or Schools.
- (b) Up to two (2) Employees shall be granted time off without loss of seniority and without pay in order to participate in negotiations with the

Employer. However, when Employees must miss work in order to attend negotiations, the Employer agrees to pay for time missed at work for one (1) Employee. The parties agree that, whenever possible, they will schedule negotiations so that Employees are not required to miss work in order to attend negotiations.

- (c) During such union leaves the Employer shall continue to pay the Employee and bill the Union for reimbursement for wages and benefits, plus a reasonable administration fee of five percent (5%).

#### 20.04 **Leave for Public Office**

- (a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.
- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.

#### 20.05 **Maternity and Parental Leave**

Eligible Employees can take Maternity and or Parental Leave as follows;

- (a) A Regular Employee who has (90) ninety days of continuous service shall, upon providing six (6) weeks of notice or two (2) weeks' notice with a medical certificate be granted Maternity Leave to become effective thirteen (13) weeks immediately preceding the date of delivery or such shorter period as may be requested by the Employee, provided that she commences Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the 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, supplementary unemployment benefits or long-term disability benefits. Maternity leave shall be up to sixteen (16) weeks.
- (b) A pregnant Employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request Maternity Leave as provided above, if the Employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in a need for an absence from work longer than eighteen (18) months the Employee may request further leave without pay and benefits as provided by the General Leave Article.

- (c) A parent who has completed ninety (90) days of continuous service shall, upon their written request, be granted an unpaid Parental Leave of absence for the purpose of parenting duties, provided that the initial application for such leave is made four (4) weeks prior to the expected commencement of the leave. Such leave shall not exceed sixty-two (62) weeks and must be completed within seventy-eight (78) weeks of the birth, unless an extension is granted by the Employer. Request for an extension shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional three (3) months.
- (d) An Employee absent on Parental Leave shall provide the Employer with four (4) weeks written advance notice of their readiness to return to work, following which the Employer will reinstate the Employee in the same position held by the Employee immediately prior to taking such leave and at the same step in the salary scale or provide the Employee with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to the Employee up to the date the Employee commenced the leave.

**20.06 Adoption Leave**

A Regular Employee who has completed ninety (90) days of continuous employment shall, upon written request, be granted leave without pay for up to sixty-two (62) weeks taken within the seventy-eight (78) weeks for the purpose of adopting a child. Upon four (4) weeks written notice of intent to return to work, the Regular Employee shall be re-engaged in the same classification held by the Employee immediately prior to taking adoption leave and at the same rate of pay.

**20.07 Court Appearance**

- (a) In the event an Employee is required to appear before a court of law as a member of a jury or as a witness in matters arising out of their employment with the Employer, the Employee shall suffer no loss of regular earnings for the scheduled shift(s) so missed.
- (b) An Employee required by law to appear in Court as a member of a jury or a witness in a matter relating to their employment shall be allowed time off without loss or regular earnings which the Employee would have normally received based on their regular hours of work. Any fee received as such juror or witness shall be paid to the Employer. An Employee acting as a voluntary witness shall not be paid for such absence.
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated above, the employee shall be granted a leave of absence without pay. The Employee may use a vacation day, banked overtime, or an unpaid leave of absence for the hours not worked. The Employee may be required to submit satisfactory proof of the requirement to appear before a court of law.

**20.08 \*Bereavement Leave**

- (a) \*An Employee shall be granted three (3) consecutive working days bereavement leave without loss of salary, providing that such leave is taken within a seven (7) consecutive day period, commencing with the date of death, in the event of the death of the following relatives of the Employee:

spouse (including common-law spouse and/or same sex relationship)	
children-in-law	child
parents-in-law	parent
siblings-in-law	siblings
grandchild	guardian
grandparent	fiancé
aunt	uncle
niece	nephew

- (b) Bereavement leave may be extended by an additional three (3) working days with pay for travel to attend the funeral in person in excess of one thousand (1000) kilometers provided the Employee attends the funeral.
- (c) If bereavement leave occurs while the Employee is on a vacation there shall be no deduction of vacation credits from the period of the bereavement leave.

**20.09 \*Critical Illness Leave**

In the event one of; a spouse, mother, father, child, brother, sister or grandparents is suffering or suffers from a serious illness, the Employer shall approve leave as provided for in the Employment Standards Code.

**20.10 Professional Development Leave**

Time off with or without pay for professional development may be granted with the prior approval of the Executive Director.

**20.11 Family Leave**

In case of illness of a spouse or dependent, an Employee shall be entitled, after notifying their Supervisor, to use sick leave to an annual maximum of four (4) days in accordance with Article 28 to care and make arrangements for a family member who is ill.

**20.12 Personal Day**

One (1) day with pay personal leave per year will be granted with prior approval by the supervisor.

**Article 21 – Worker’s Compensation**

- 21.01 \*Workers' Compensation Board coverage will be provided by the Employer for Employees from the commencement of employment.



- 21.02 The parties agree that the individual Employee shall keep the Employer informed of the prognosis of their condition, to the extent possible, in a timely fashion.
- 21.03 An Employee who is in receipt of Workers' Compensation benefits shall be deemed to be on approved leave of absence without pay. While the Employee is in receipt of Workers' Compensation, both the Employer and the Employee shall continue to pay their portions of all health benefit premiums.

**\*Article 22 – Postings and Job Opportunities**

- 22.01 When a regular position covered by this Collective Agreement becomes vacant, or there is a newly created regular position, such positions shall be posted on the Employee bulletin board for ten (10) calendar days.
- 22.02 Interested Employees shall apply in writing for the vacant position or the newly created position and Regular Employees shall be given first consideration over any person not covered by this Collective Agreement.
- 22.03 Qualifications for the position shall be consistent with the responsibilities specified in the job description.
- 22.04 When making appointments, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes as determined by the Employer, and where these factors are considered by the Employer to be relatively equal, seniority will be the deciding factor. Equivalencies will be considered.
- 22.05 **Postings**  
The posting shall state the classification, Full-Time Equivalent, required knowledge and education, hours of work and starting pay.

A copy of the above postings and a notice of the successful applicant shall be forwarded to the Union.

22.06 **Trial Period**

A Regular Employee who is the successful applicant of a posting shall be considered on a trial period in their new position for three (3) months following the date of appointment. During this trial period the Employee may choose to return or the Employer may direct the Regular Employee to return to their former position and previous basic rate of pay without loss of seniority.

22.07 **\*Reasonable Accommodation**

- (a) The Employer and the Union recognize their joint obligation to accommodate disabled Employees.
- (b) The parties will make every effort, to the point of undue hardship, in accommodating the Employee and respect the Employee's right of representation in the development and implementation of a return to work program.

- (c) The Parties agree to the following terms and conditions for a Modified Work and Early Intervention Program (hereinafter referred to as the Program).
- (d) The goals of the program will be:
  - (i) To jointly develop and monitor modified work agreements between the Employer, the Union and the Employee that would accommodate the earlier return to active duty of a disabled Employee.
  - (ii) To be consistent with ergonomic principles and undertake ergonomic initiatives when possible and necessary.
- (e) \*The guiding principles of modified work agreements are:
  - (i) The Employee's physician/medical practitioner will be consulted regarding the return to work and the modified work agreement.
  - (ii) The Employee and the Union shall be participants in the development and implementation of a modified work agreement.
  - (iii) The Employee shall at all times be permitted to have the assistance of a Union Representative.
  - (iv) Consulting with the Employee and implementing a modified work agreement shall be accomplished as early as possible following an injury or disabling medical condition.
  - (v) Modified work agreements shall be jointly reviewed regularly and amended as required.

**Article 23 – Discipline, Suspension and Discharge**

- 23.01 An Employee shall have the right to have a Union representative present at a meeting which involves disciplinary action and is likely to result in a written reprimand, suspension, demotion or discharge. If the Employee waives their right to Union representation, the Employer will immediately provide the Union with written notice of the waiver one (1) working day prior to the disciplinary meeting.
- 23.02 If the Employer issues any written reprimand against an Employee which will become part of their disciplinary record on the personnel file, the Employee and the Union shall be given copies of the reprimand.
- 23.03 An Employee may be disciplined or discharged but only for just cause. Such Employee and the Union shall be promptly notified in writing, by the Employer with reasons for the discipline or discharge.

- 23.04 Upon service of at least one (1) day notice an Employee shall have the right to view their personnel file. An Employee shall be given a copy of the contents of their personnel file one (1) week after the Employer receives notice of this request.
- 23.05 An Employee who has been subject to disciplinary action may, after twenty-four (24) months of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request may be granted provided the Employee's file does not contain any further record of disciplinary action, during the twenty-four (24) month period. Such request shall not be unreasonably denied.

**\*Article 24 – Paid Holidays**

- 24.01 \*Any reference to Paid Holidays in this Agreement applies to the following days:

New Year's Day	August Civic Holiday
Alberta Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
National Day for Truth and Reconciliation	

and all general holidays proclaimed to be a statutory holiday by any of the following levels of Governmental authority:

- (a) the Province of Alberta; or
- (b) the Government of Canada.
- 24.02 No payment shall be due for the Paid Holiday which occurs during:
- (a) layoff; or
- (b) all forms of leave during which a Regular Employee is not paid; or
- (c) an absence while in receipt of disability insurance or Worker's Compensation Benefits.
- 24.03 **Lieu Day**  
A Full-Time Employee shall be entitled to a day off with pay on or for a Paid Holiday provided the Employee:
- (a) works their scheduled shift immediately prior to and immediately following the Holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
- (b) works on the Paid Holiday when scheduled or required to do so.

**24.04 Paid Holiday Pay**

Subject to Article 24.01 a Full-Time Employee who works on a Paid Holiday shall be paid for all regularly scheduled hours worked on the Paid Holiday at one and one-half times (1½ X) the basic rate of pay plus:

- (a) by mutual agreement, a day added to the Full-Time Employee's next annual vacation, or
- (b) a mutually agreeable day off with pay in conjunction with the Full-Time Employee's regular days off within thirty (30) days either before or after the Paid Holiday; or
- (c) one regular day's pay, or
- (d) a day's pay for a statutory holiday or a day in lieu of a statutory holiday shall be equal to the monetary or time equivalent to the **Employee's** regular work day.

**24.05 Paid Holiday While on Vacation**

Subject to Article 25 Annual Vacation, when a Paid Holiday falls during a Full-Time Employee's annual vacation the Employee shall receive:

- (a) by mutual agreement, a day off with pay added to the Full-Time Employee's annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the Full-Time Employee's regular days off within thirty (30) calendar days of the Full-Time Employee's return from annual vacation; or
- (c) one (1) days regular pay in lieu of the Paid Holiday.
- (d) Payment for Named Holidays not worked or paid in lieu shall be based on the hours of work for the regularly assigned shift.

**24.06 Paid Holiday on Day Off**

When a Paid Holiday falls on a Full-Time Employee's regularly scheduled day off, the Full-Time Employee shall receive:

- (a) by mutual agreement a day off with pay added to the Full-Time Employee's next annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the Full-Time Employee's regular days off within thirty (30) calendar days, either before or after the Paid Holiday; or
- (c) one (1) regular days pay in lieu of the Paid Holiday.

- (d) Payment for Named Holidays not worked or paid in lieu shall be based on the hours of work for the regularly assigned shift.

**24.07 Paid Holiday on a Saturday or Sunday**

When a Paid Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Paid Holiday as the day off in lieu of the Paid Holiday. If such designated day off is a Full-Time Employee's regularly scheduled day off, such Employee shall then be entitled to the provisions of Article 24.04.

Payment for Named Holidays not worked or paid in lieu shall be based on the hours of work for the regularly assigned shift.

**\*Article 25 – Annual Vacation**

**25.01 Full-Time Employees**

During each year of continuous service in the employ of the Employer, a Regular Full-Time Employee shall earn entitlement to a vacation with pay. Continuous will be defined as the period of employment commencing on the latest date of employment that is not interrupted by termination or dismissal. The rate of earning entitlement shall be as follows:

- (a) during the first (1<sup>st</sup>) to fifth (5<sup>th</sup>) years of such employment a Full-Time Employee earns a vacation time of fifteen (15) working days;
- (b) during the sixth (6<sup>th</sup>) to tenth (10<sup>th</sup>) years of such employment a Full-Time Employee earns a vacation time of twenty-one (21) working days;
- (c) during the eleventh (11<sup>th</sup>) and subsequent years of such employment a Full-Time Employee earns a vacation time of thirty (30) working days.

25.02 (a) In this Article "employment year" for any Employee shall be defined from the period of April 1<sup>st</sup> to March 31<sup>st</sup> of the following year.

- (b) \*Vacation shall be accrued in one employment year and shall be taken within the next employment year. There shall be no carryover of vacation from one year to next.

A Regular Full-Time Employee shall be entitled to an unbroken period of vacation equal to their entire annual vacation entitlement unless mutually agreed between the Employer and the Permanent Employee.

- (c) \*Part-Time and Casual Employees will be paid Vacation Pay at 4% of their wages until they reach the 5<sup>th</sup> year of employment, at which time they will be paid 6% of their wages.

- 25.03 The Employer shall post the vacation schedule planner by April 1 of each year. Employees shall submit their vacation requests by May 1 of each year. The Employer shall post the vacation schedule by June 1 of each year.

Where vacation requests are made by May 1, vacation dates shall be allocated based on seniority where it is operationally possible to do so. Request for vacation which are submitted after May 1 will be dealt with on a first come, first serve basis, subject to operational considerations. Any vacation time not requested by June 15 will be assigned by a manager.

A Regular Employee who chooses to take vacation in broken period shall be allowed to exercise a preference as to choice of vacation dates for only one vacation period within a calendar year.

All vacation requests shall be subject to approval by the Employer and shall not exceed the number of vacation days accrued to the date of the prior fiscal year end.

- 25.04 Notwithstanding 25.03, vacation requests for the Christmas season will not be allocated on the basis of seniority. Rather, subject to operational considerations, such vacation requests will be allocated to provide Employees with vacation over the Christmas season on a fair rotational basis and, where possible, to provide an Employee with Christmas Day off every other year.

- 25.05 An Employee leaving the service of the Employer at any time before exhausting their vacation credits shall receive an equivalent cash payout.

- 25.06 There shall be no accrual of vacation entitlement during:
- (i) layoff; or
  - (ii) a leave of absence without pay which is in excess of thirty (30) calendar days; or
  - (iii) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.

**\*Article 26 – Job Classification**

- 26.01 Upon request, the Union or an Employee shall be provided with a copy of a current job description for their position.
- 26.02 Should the Employer introduce a new classification, the Employer and the Union shall, within twenty-eight (28) calendar days of the introduction of the new classification, negotiate a wage rate. Should an agreement not be negotiated in this period, the wage rate proposed by the Employer shall be implemented and if the rate of pay is unacceptable to the Union, the Union shall have fourteen (14) days from the date of implementation to refer the matter in writing to arbitration in accordance with Article 11 of the Collective Agreement.

- 26.03 \*In the event the Employer temporarily assigns an Employee to a lower paid classification in the absence of another Employee, the Employee shall retain their current basic hourly rate of pay.
- 26.04 \*In the event the Employer directs an Employee to assume the responsibilities of a higher paid classification in the absence of another Employee, the Employee shall be paid at the rate of pay established for the higher paid position.

**\*Article 27 – Layoff & Recall**

**27.01 Layoff and Recall Notice**

When, in the opinion of the Employer, it becomes necessary to reduce the workforce, the Employer shall notify an Employee who is to be laid off, in writing, at least twenty-one (21) calendar days prior to the date of the layoff (or provide payment of wages in lieu of notice), except that the twenty-one (21) calendar days' notice shall not apply where layoff results from an act of god, fire or flood.

In determining the order of layoff, the Employer shall lay off in reverse order of seniority by classification. In all instances, layoff is subject to the remaining Employee having the qualifications and ability to perform the work.

**27.02 Rights on Layoff**

Upon receipt of a layoff notice, an Employee may:

- (a) move into a vacant position for which the Employee has the ability to perform the work; or
- (b) if no such vacancy exists, displace the least senior Employee in their classification; or
- (c) if no such Employee exists, displace the least senior Employee in another classification from a position for which the Employee has the qualifications or ability to perform the work; or
- (d) if no such Employee exists, accept the layoff.  
A laid off Employee shall not be required to displace into a position that has a lower FTE. A laid off Employee shall not be permitted to displace into a position that has a higher FTE.

**27.03 Recall**

- (a) Recall shall be in order of seniority provided the Employee has the qualifications or ability to do the work. Recall rights shall extend to those Permanent Employees laid off.

Recall shall be to the Employee's former Full-Time equivalency (FTE).

- (b) Except when there are no internal applications by Permanent Employees for posted vacancies, new Permanent Employees shall not be hired until

laid off Permanent Employees with recall rights have been given the opportunity to be recalled in whole, or in part.

\*An Employee accepting a position having a FTE less than their former position shall maintain their recall rights to a position with the equivalent FTE of their former position.

- (c) Employees with the right of recall shall be notified of all job postings prior to external postings.
- (d) Recall rights and obligations shall expire upon:
  - (i) an Employee accepting a permanent position having the equivalent FTE of their former position;
  - (ii) the expiration of twelve (12) months from the date of layoff and the Employee has not been recalled in whole or in part to a permanent position;
  - (iii) refusal to accept a recall to their former position;
  - (iv) failure to comply with Article 27.03(e).
- (e) Employees on lay-off must keep the Employer informed of their current address and telephone number. Laid off Employees who fail to keep the Employer so informed, or who fail to return to work within ten (10) work days of receiving notice to report, shall forfeit all recall and seniority rights under this Agreement, except that in the event of a medical or family emergency, the Employee shall be permitted to an additional ten (10) work days to report to work.

#### **Article 28 – Paid Sick Leave**

28.01 (a) Sick leave credits for a Full-Time Employee shall be twelve (12) days per year from the period of April 1<sup>st</sup> to March 31<sup>st</sup> of the following year. The salary will continue at one hundred percent (100%) of earnings until all credits for this period have been used up. There shall be no carryover of sick leave from one employment year to the next.

- (b) Part-Time Employees will accrue sick leave entitlements under the following pro-rated formula;

Hours worked per week averaged over nine (9)-week shift cycle times fifty-two (52) weeks, divided by eighteen hundred and twenty (1820) hours, times twelve (12) days equals number of days per year Sick Leave entitlement for Part-Time Employees.

Part-Time Employees hired within the year will have Sick Leave entitlements pro-rated for the portion of the year that they worked.



- (c) Any Employee who has not used any of their twelve (12) paid sick leave entitlement for the year shall receive a cash benefit of five hundred dollars (\$500.00). Any Employee who has nine to eleven (9-11) days remaining shall receive a cash benefit of two hundred and fifty dollars (\$250.00).

Any employee who has five to eight (5–8) days remaining shall receive a cash benefit of one hundred dollars (\$100.00).

An Employee shall not be entitled to apply sick leave credits prior to completion of the probation period.

- (d) Sick leave credits shall not accrue during:
  - (i) a layoff;
  - (ii) a leave of absence without pay which is in excess of thirty (30) days;
  - (iii) an absence while in receipt of disability insurance or Workers' Compensation benefits.
- (e) The Employer may require satisfactory medical proof in the form of a medical certificate to substantiate any claim for Illness Leave or to confirm an Employee's fitness to return to work from an illness in excess of three (3) consecutive days absence. The Employee shall pay the cost of this medical information or documentation.
- (f) When a paid holiday occurs during a period of sick leave, Article 24.03 shall apply.
- (g) Any Employee who is unable to report for duty due to illness is required to inform their Employer as soon as possible, but in any event not less than two (2) hours before the Employee was to report to duty.

#### **Article 29 – Health Benefits**

29.01 The Employer agrees to provide Group Health Benefits that provide for the following:

- (a) Extended Health Care (Medicare Supplement)
- (b) Emergency Travel Assistance
- (c) Dental Care
- (d) Short Term Disability (Weekly Indemnity)
- (e) Long Term Disability
- (f) Life Insurance
- (g) Accidental Death and Dismemberment

- 29.02 The Health Benefit Plan shall be subject to and governed by the terms and policies specified by the Insurance Carrier.
- 29.03 **Benefit Plan Premiums**  
The Employer shall implement these plans and pay eighty percent (80%) of the premium costs.
- 29.04 **Information**  
An outline of the various benefit Plans is provided in the Summary of Benefits.
- The Union may request and receive a copy of the Health Benefit Insurance contract between the Employer and the Insurance Carrier.

**Article 30 – Copies of the Collective Agreement**

- 30.01 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 30.02 The Union and the Employer shall equally share the costs of printing the Collective Agreement. The parties agree to use the lowest cost method of printing.

**Article 31 – Labour Management Committee**

- 31.01 **Establishment of Committee**  
A Labour Management Committee including representatives of Local 474, President and the Executive Director of the Employer shall be established consisting of up to two (2) representatives of the Union and up to two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties.
- 31.02 **Function of the Committee**  
The Committee shall concern itself with any matters of mutual interest and could include Health and Safety issues and Staff Training and Development.
- 31.03 **Meetings of the Committee**  
The Committee shall meet at a mutually agreeable time and place at least three (3) times per year. Additional meetings may be requested at any time by either party and upon request; the Labour Management Committee will meet forthwith. Employees shall not suffer any loss of pay for the time spent with this Committee.

**Article 32 – Benefits Subcommittee**

- 32.01 A Benefits Sub-Committee shall have one (1) Union Representative (National Union Representative), a staff representative and two (2) Employer representatives.
- 32.02 The Sub-Committee shall meet to share information and discuss issues about the Benefit Plan and consider options for addressing those issues, including changes to the Benefit Plan or carrier.

- 32.03 The Sub-Committee may provide recommendations to the Board of Directors for addressing issues related to the Benefit Plan, including changes to the Benefit Plan or carrier.

**Article 33 – Training**

- 33.01 It is recognized that Employees must receive appropriate training and instruction prior to carrying out their duties.
- 33.02 The Employer reserves the right to identify specific training requirements as being compulsory for the Employees and those required to attend such sessions shall be paid the applicable rate of pay for attendance.
- 33.03 If an 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.
- 33.04 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.
- 33.05 No Employee will suffer a loss of hours or deduction in pay when providing training to new Employees.

**Article 34 - Employee Funded RRSP**

The Union and the Employer agree to work on a plan to create a RRSP fund.

The details will be mutually agreed to by both parties. The Employer agrees to administer an RRSP fund for Employees. The fund will be 100% funded by the Employees.

**Letter of Understanding Number 1**

The Employer reserves the right to change benefit plan carriers and insurers at any time provided the level of coverage does not fall below current levels. This Letter of Understanding will expire on March 31, 2027.

**Wage Grid – Basic Wage Increase – 0%**  
 April 1, 2022 – March 31, 2023

<b>POSITIONS</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Recreation Specialist	22.36	23.03	23.71	24.45	25.18
Secretary/ Receptionist	17.91	18.43	18.98	19.56	20.13
Health Care Aide	21.77	22.44	23.11	23.81	24.51
Custodian	17.53	18.06	18.59	19.14	19.73
Cooks	19.05	19.64	20.23	20.84	21.44
House Keepers	17.53	18.06	18.59	19.14	19.73
Geriatric Community Support Worker	28.27	29.14	30.00	30.90	31.84
LPN	26.73	27.54	28.35	29.21	30.07
Maintenance Worker	26.41	27.20	28.02	28.86	29.73

**Wage Grid – Basic Wage Increase – 0%**  
 April 1, 2023 – March 31, 2024

<b>POSITIONS</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Recreation Specialist	22.36	23.03	23.71	24.45	25.18
Secretary/ Receptionist	17.91	18.43	18.98	19.56	20.13
Health Care Aide	21.77	22.44	23.11	23.81	24.51
Custodian	17.53	18.06	18.59	19.14	19.73
Cooks	19.05	19.64	20.23	20.84	21.44
House Keepers	17.53	18.06	18.59	19.14	19.73
Geriatric Community Support Worker	28.27	29.14	30.00	30.90	31.84
LPN	26.73	27.54	28.35	29.21	30.07
Maintenance Worker	26.41	27.20	28.02	28.86	29.73

**Wage Grid – Basic Wage Increase – 3%**  
 April 1, 2024 – March 31, 2025

\*Wage increase will be retroactive to April 1, 2024 and a signing bonus of five hundred dollars (\$500) upon ratification. This will be paid within 30 days upon ratification of the Agreement.

<b>POSITIONS</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Recreation Specialist</b>	23.03	23.72	24.42	25.18	25.94
<b>Secretary/ Receptionist</b>	18.45	18.98	19.55	20.15	20.73
<b>Health Care Aide</b>	22.42	23.11	23.80	24.52	25.25
<b>Custodian</b>	18.06	18.60	19.15	19.71	20.32
<b>Cooks</b>	19.62	20.23	20.84	21.47	22.08
<b>House Keepers</b>	18.06	18.60	19.15	19.71	20.32
<b>Geriatric Community Support Worker</b>	29.12	30.01	30.90	31.83	32.80
<b>LPN</b>	27.53	28.37	29.20	30.09	30.97
<b>Maintenance Worker</b>	27.20	28.02	28.86	29.73	30.62

**Wage Grid – Basic Wage Increase – 2%**  
 April 1, 2025 – March 31, 2026

<b>POSITIONS</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Recreation Specialist</b>	23.49	24.20	24.91	25.69	26.45
<b>Secretary/ Receptionist</b>	18.82	19.36	19.94	20.55	21.15
<b>Health Care Aide</b>	22.87	23.58	24.28	25.01	25.75
<b>Custodian</b>	18.42	18.97	19.53	20.11	20.73
<b>Cooks</b>	20.01	20.63	21.25	21.90	22.53
<b>House Keepers</b>	18.42	18.97	19.53	20.11	20.73
<b>Geriatric Community Support Worker</b>	29.70	30.61	31.52	32.46	33.45
<b>LPN</b>	28.08	28.93	29.79	30.69	31.59
<b>Maintenance Worker</b>	27.75	28.58	29.44	30.32	31.23

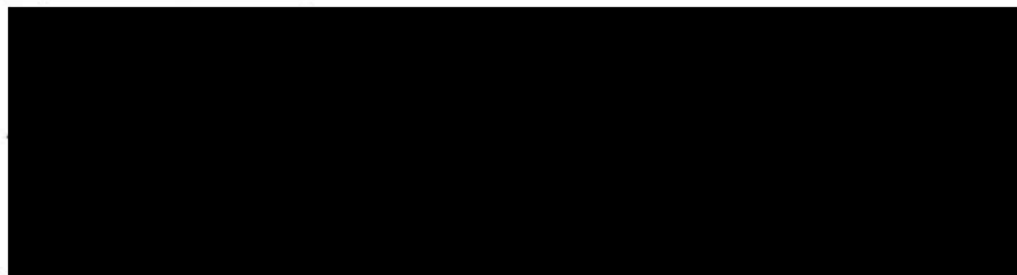
**Wage Grid – Basic Wage Increase – 2%**  
 April 1, 2026 – March 31, 2027

POSITIONS	Step 1	Step 2	Step 3	Step 4	Step 5
Recreation Specialist	23.96	24.68	25.41	26.20	26.98
Secretary/ Receptionist	19.19	19.75	20.34	20.96	21.57
Health Care Aide	23.33	24.05	24.77	25.52	26.26
Custodian	18.79	19.35	19.92	20.51	21.14
Cooks	20.41	21.05	21.68	22.33	22.98
House Keepers	18.79	19.35	19.92	20.51	21.14
Geriatric Community Support Worker	30.29	31.23	32.15	33.11	34.12
LPN	28.64	29.51	30.38	31.30	32.22
Maintenance Worker	28.30	29.15	30.03	30.93	31.86

Signed on this 15 day of MAY in the year 2024

On Behalf of CUPE  
 Local 474

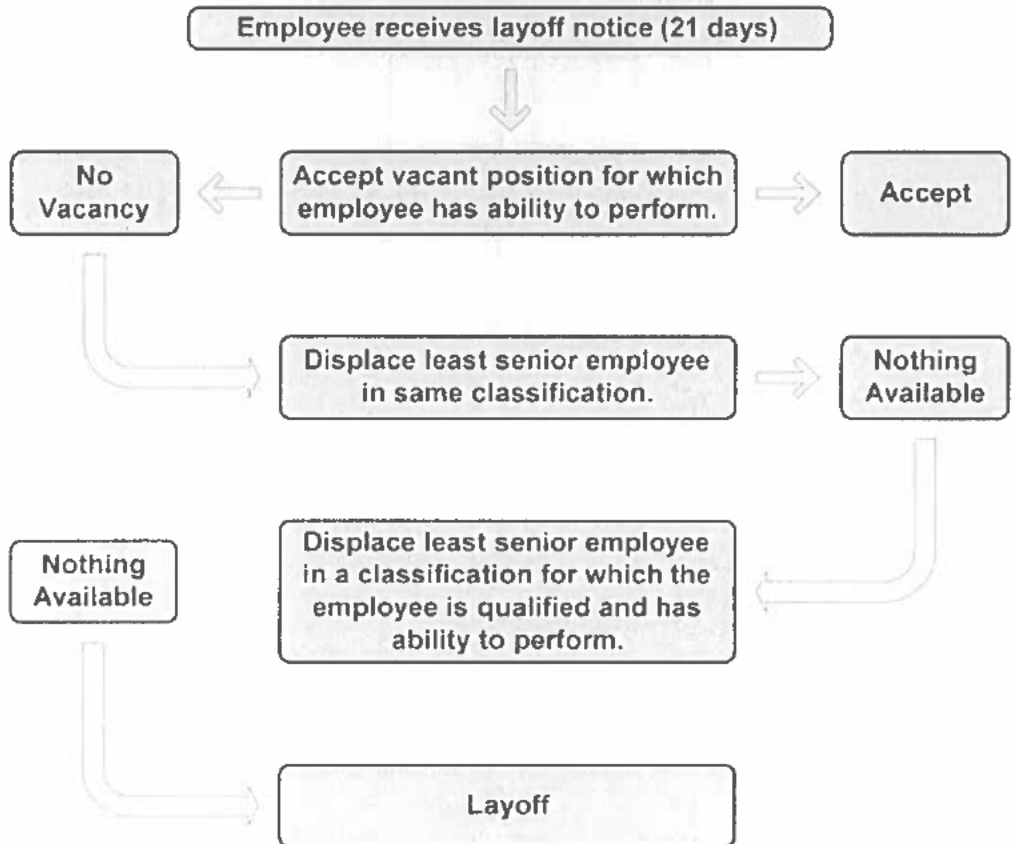
On Behalf of Operation  
 Friendship Seniors Society



## REFERENCE TO ARTICLE 27



### LAYOFF & RECALL PROCEDURE



Operation Friendship Seniors Society and  
CUPE Local Union 474

