



COLLECTIVE AGREEMENT

**BETWEEN THE
BRAZEAU FOUNDATION**

**AND THE
ALBERTA UNION OF PROVINCIAL EMPLOYEES**

on behalf of

LOCAL 047 CHAPTER 001

**(Covering all Employees at the Shangri-La Lodge, Lezure Lea, Spruce View
Court and Wishing Well Locations)**

June 1st, 2020 -- May 31, 2023

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PREAMBLE

Agreeing that the primary purpose of the Employer is to provide the resident with efficient and competent services.

It is the intent of the Parties to:

- (i) Ensure the provision of the best possible service and quality resident care;
- (ii) Protect the interest of resident, Employees and the Community;
- (iii) Maintain harmonious relations between the Employer and the Union;
- (iv) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

DRAFT

ARTICLE 1

Term of Agreement

- 1.01 This agreement, including Appendices thereto, unless altered by mutual consent of both Parties hereto, shall be in force and effect from June 1st, 2020 to May 31, 2023 and from year to year thereafter unless notification of desire to amend or terminate be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to the expiration date.
- 1.02 The Collective Agreement shall continue in force and effect until a new Agreement has been executed.
- 1.03 Unless specified elsewhere in this Agreement, all salaries and benefits granted pursuant to this Collective Agreement shall become effective the date of ratification of this Collective Agreement.
- 1.04 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.

ARTICLE 2

Changes in Agreement

- 2.01 Any changes deemed necessary in the Agreement shall be made by mutual agreement at any time during the existence of this Agreement. Such changes shall be in writing and duly signed by authorized agents of the Parties.

ARTICLE 3

Pension

- 3.01 All eligible Employees shall participate in the Local Authorities Pension Plan as per Local Authorities Pension Plan regulations.
- 3.02 The Employer shall make available to all eligible Employees copies of the Local Authorities Pension Plan Information Booklets.

ARTICLE 4

Definitions

- 4.01 "Basic Rate of Pay" shall mean the incremental step in the Salaries Appendix applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all allowances and premium payments.
- 4.02 "Chapter" means Chapter 001 of the Alberta Union of Provincial Employees.
- 4.03 "Classification" shall mean job title and pay scale established for the job title.
- 4.04 "Employee" shall mean a person covered by this Collective Agreement employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a Full-Time or Part-Time basis on regularly scheduled shifts of continuing nature:
 - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours of work specified in the "Hours of Work"

Article.

- (b) "Casual Employee" shall mean an employee who is not scheduled and works on a call in basis or to fill a position made available as a result of any absences.
- 4.05 "Employee status" shall mean an Employee employed on a Full-time, Part-time, or Casual capacity.
- 4.06 "Employer" shall mean "Brazeau Foundation" and include such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the facility.
- 4.07 "Gross Earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 4.08 "Local" means Local 047 of The Alberta Union of Provincial Employees.
- 4.09 "Member" means an Employee of Brazeau Foundation who is included in this Collective Agreement and who is a member of the Local.
- 4.10 "On-call Duty" shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to report for duty.
- 4.11 "Position" shall mean:
- (a) the Employee status as Regular Full-time, Regular Part-time or Casual; or
 - (b) the Classification; or
 - (c) Full-time equivalent (that portion of a full-time position i.e. 0.8 FTE)
- 4.12 "Shift" shall mean a daily tour of duty exclusive of overtime hours. The first shift of the day shall be that shift in which the majority of hours fall between midnight and 0800 hours.
- 4.13 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "shift cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 4.14 "Union" means The Alberta Union of Provincial Employees.
- 4.15 Where the word "shall" appears in this Agreement, it shall be interpreted to be mandatory rather than directory.
- 4.16 For the purposes of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift falls.

ARTICLE 5

Union Recognition

- 5.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Agreement.
- 5.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 5.03 All correspondence between the Parties shall flow between designated representatives of the Employer and designated representatives of the Union. Both Parties shall advise each other, in writing, of the names of their representatives.

- 5.04 Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction or emergencies, when regular Employees are not available and providing that the act of performing the aforementioned activities does not displace any bargaining unit Employees or reduce the hours of work or pay of any bargaining unit Employee. An "emergency" is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well being of the residents.
- 5.05 A request by any Employee for Union representation at a meeting with the Employer shall not be denied.
- 5.06 An Employee shall have the right to wear a Union pin during working hours.
- 5.07 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Union. The printing of the Collective Agreements will be processed at Union Headquarters.
- 5.08 Except as expressly permitted by this Collective Agreement, there shall be no Union activities on Employer time or on Employer property without the prior permission of the Employer.

ARTICLE 6

Union Membership, Security and Check-Off

- 6.01 (a) The Employer agrees to remit to the Central Office of the Union, the dues that have been deducted from the pay of all Employees monthly, within two (2) banking days of the beginning of the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
- (b) The Employer shall provide the Union with a computerized monthly list identifying each Employee. The list will include Employee name, address, start date, classification, hourly rate of pay, seniority, work location, dues deducted, gross earnings and Employees on long-term absence status.
- (c) The Employer agrees to provide a seniority report, by status, upon request by the Union showing the Employee name, Employee address, Employee phone number, Employee status, Employee seniority date, and classification code.
- 6.02 The Union agrees to indemnify and save the Employer harmless from any form of liability arising from or as a result of the deduction of authorized dues, fees or assessments, unless caused by Employer error.
- 6.03 The Employer will, as a condition of employment, deduct from the base earnings of each Employee covered by this Collective Agreement, an amount equal to the dues as determined by the Union.
- 6.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.
- 6.05 Deductions of amounts equal to the dues for all Employees shall commence with the first pay period of employment.

ARTICLE 7

Management Rights

- 7.01 Management reserves all rights not otherwise abrogated or restricted in this Collective Agreement.
- 7.02 Without limiting the generality of the foregoing, the Union acknowledges that 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, 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 classifications and work units and to determine the number of Employees, if any, needed in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - (c) hire, promote, transfer, layoff and recall Employees;
 - (d) demote, discipline, suspend or discharge for just cause.
- 7.03 The Employer shall exercise its rights in the manner which is fair and consistent with the terms of this Collective Agreement.

ARTICLE 8

Discrimination and Harassment

- 8.01 The Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee by reason of age, race, colour, place of origin, ancestry, religious beliefs, political affiliation or activity, sexual orientation, religious beliefs, gender, gender identity, gender expression, marital status, family status, source of income, physical disability, mental disability, nor by reason of the Employee's membership or activity in the Union.
- 8.02 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment, violence and discrimination, and any rights, entitlements or obligations provided under the *Occupational Health and Safety Act, Regulations and Code*, as amended.

ARTICLE 9

Probationary Period

- 9.01 New Employees shall serve a probationary period of five hundred and twenty (520) actual hours worked from the date of commencement of work.
- 9.02 The Employer shall keep the Employee advised of their progress during the probationary period.
- 9.03 If a new Employee is found unsatisfactory in the opinion of the Employer, such Employee may be dismissed or their employment terminated at any time during the probationary period without cause and without notice. An Employee dismissed during the probationary period may grieve the dismissal to, and including, Step II of the Grievance Procedure but shall not have access to Arbitration. The Union will be notified of such dismissals.
- 9.04 The Employer shall provide a written evaluation of each probationary Employee

prior to the completion of their probationary period.

- 9.05 The probationary period may be extended by an additional one hundred and sixty (160) actual hours worked. An Employee's probationary period shall only be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 10

Technological Change

- 10.01 When the Employer is considering the introduction of technological change, and if this change will affect Employees in the bargaining unit, the Employer will notify the Union at least thirty (30) days before the technological change takes effect, of the nature of the change and the effect on specific bargaining unit Employees. If full details are not available within thirty (30) days, the Employer agrees to disclose information as it becomes available.
- 10.02 New classifications or positions within the scope of the bargaining unit created as a result of technological change or current job classifications which are changed as a result of technological change and continue to be appropriate to the bargaining unit, shall be included in the bargaining unit at the appropriate rate.
- 10.03 If the introduction of technological change results in the displacement of an Employee, the Employer shall make every effort to provide alternative employment acceptable to the Employee.
- 10.04 Where the alternate employment is in a lower paid classification, the Employee shall continue to receive the wage of the higher paid classification at the time of the transfer until the wage of the lower paid classification passes that of the higher paid classification or for the term of the Collective Agreement, whichever comes first.
- 10.05 Where alternative employment is not available or is not acceptable to the Employee, the provisions of the Layoff / Recall Article shall apply.

ARTICLE 11

Layoff/Recall Procedure

- 11.01 Prior to the implementation of the provisions of this Article, the Employer will meet with the Membership Services Officer to inform the Union of the Employer's intentions and provide the Union with current seniority lists.
- 11.02 This Article applies to Full-time and Part-time Employees.
- 11.03 When, in the opinion of the Employer, it becomes necessary to:
- (a) temporarily reduce or change the number of Regular Employees or
 - (b) reduce a Regular Employee's regularly scheduled hours of work, or
 - (c) wholly or partially discontinue an undertaking, activity or service,
- the Employer will notify Employees at least thirty (30) calendar days prior to the date of reduction or layoff. The thirty (30) calendar days' notice shall not apply where the layoff results from an Act of God, fire, flood, or work stoppage by Employees not covered by this Collective Agreement. If the Employee to be laid off is not provided with an opportunity to work their regularly scheduled hours during the thirty (30) calendar days after the notice of layoff, the Employee shall be paid in lieu of such work for that portion of the thirty (30) calendar days during which work was not made available.

- 11.04 Where there is a reduction in the number of Regular Employee(s) within the same classification, department or program, the regular Employee(s) with the least seniority shall be the first Employee(s) laid off provided such Employee(s) remaining, in the opinion of the Employer, has the necessary skill. Qualifications, and ability to perform the work that is available.
- 11.05 A consultation meeting will be arranged by the Employer:
- (a) with the Membership Services Officer and the Employee(s) affected at which time the Employee(s) will be advised of available vacant positions into which they may be placed which have:
 - (i) Equal or lower FTE
 - (ii) Same or lower classification/end rate
 - (iii) For which they are qualified
 - (b) an Employee eligible to be placed in accordance with 10.05 (a) shall have seventy-two (72) hours to advise the Employer of their decision to accept or reject the placement. Should the Employee refuse the position offered, they then returns to layoff. The Employee may apply on postings and be considered on the same basis as any Employee.
- 11.06 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.
- 11.07 An Employee may be recalled only to the position from which the Employee was laid off. In determining which of similar Employees are to be recalled to positions within a classification and work unit as determined by the Employer, recall shall be on the basis of the seniority of such similar Employees, provided the Employee recalled is qualified and able to perform the work that is available.
- 11.08 An Employee shall be responsible for providing the Employer with their current address for recall purposes.
- 11.09 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:
- (a) when the Employee resigns or employment is properly terminated;
 - (b) when the Employee does not return to work on recall within three (3) working days of the stated reporting date;
 - (c) on expiry of one hundred and eighty (180) calendar days following layoff during which time the Employee has not been recalled to work.

ARTICLE 12

In-Service Program/ Disaster Plan Exercise

- 12.01 The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend the required sessions for the facility.
- 12.02 Disaster Plan Exercise:
- In the public interest, Disaster Plan Exercises shall be considered a joint responsibility of the Employer and the Employee.
- (a) Employees participating in a disaster plan exercise shall do so on a volunteer basis.
 - (b) Where the Employer requires the Employee to participate in a Disaster

Plan Exercise, time spent in participating shall be considered as working time.

12.03 Employer Designated Mandatory Training

If the Employer requires Employees to obtain certifications, re-certifications, or to attend training, the cost of such mandatory training/ certification will be at the Employer's expense if taken during working hours. If an Employee attends mandatory training outside of working hours, the cost of such training will be at the Employee's own expense. Where mandatory training occurs outside of working hours, an Employee shall be paid at their Basic Rate of Pay.

ARTICLE 13

Occupational Health and Safety

13.01 A Committee will be established for the facility to consider matters of Occupational Health and Safety.

13.02 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.

13.03 The Committee shall be established and the Union will have the right to designate one (1) member of the bargaining unit for every fifty (50) Employees as members of this Committee. This Committee may include representatives from other Employee groups, however, the number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups represented.

13.04 The Basic Rate of Pay will be paid to such Employee for time spent in attendance at a meeting of the Committee.

13.05 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention and the Employer agrees to provide safety equipment when required and to install devices where necessary.

- (a) Identify situations which may be unhealthy or unsafe in respect of the worksite and make appropriate recommendations.
- (b) Assist in the development and promotion of measures to protect the health of Employees in the facility and to check the effectiveness of such measures.

13.06 The Employer will co-operate with the Committee by providing:

- (a) Materials and equipment necessary to carry out its functions in accordance with its terms of reference.
- (b) Data pertaining to workplace health and safety conditions.

13.07 An Employee's right shall be respected in accordance with the *Occupational Health and Safety Act, Regulations and Code*.

13.08 The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections including monitoring.

13.09 The Health and Safety Committee shall also consider measures necessary to ensure the safety of each Employee at the work site and may make written recommendations to the Employer in that regard. The Employer shall reply in writing to the Health and Safety Committee within thirty (30) calendar days of receipt of the recommendations.

Imminent Danger

- 13.10 No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Resident, Employee, or member of the public. "Imminent danger" is defined as a danger that is not normal for the Employee's occupation, or a danger under which the Employee engaged in their occupation would not normally carry out their work.
- 13.11 The Employer agrees that they will notify and meet with the Union at the earliest possible opportunity, following an incident of alleged resident abuse by an Employee or of alleged assault on an Employee.

ARTICLE 14

Hours of Work

- 14.01 It is understood and agreed that the work shall provide for continuous operation Sunday through Saturday.
- 14.02 (a) The normal hours of work for Full-time Employees shall be eighty (80) hours over a period of fourteen (14) calendar days and the normal daily hours of work shall be eight (8) hours exclusive of meal periods.
- An unpaid meal period of not less than thirty (30) minutes shall be provided.
- No split shifts shall be worked by any Employee, except by mutual agreement.
- (b) All Employees shall be permitted one (1) fifteen (15) minute rest period during each period of four (4) hours of work, the time of which shall be scheduled by the Employer. The fifteen (15) minutes shall commence when an Employee leaves their place of work and the Employee shall be back at their place of work when the fifteen (15) minutes expire.
- (c) If an Employee is recalled to duty during their meal period or rest period the Employee shall be given the equivalent time later in their shift, providing operational requirements permit.
- 14.03 (a) Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules shall provide for:
- (i) at least twelve (12) hours off duty between shifts;
- (ii) not more than six (6) consecutive scheduled days of work;
- (iii) two (2) consecutive days of rest as qualified by the Hours of Work Letter of Understanding as attached.
- (b) Except by mutual agreement between the Employer and the Union, an Employee shall receive at least two (2) weekends off in four (4) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purposes of this Article.
- 14.04 (a) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When the Employer initiates a change in the Employee's schedule with less than seven (7) calendar days' notice, the Employee shall be paid at one and a half times (1 1/2 X) for all hours worked on the first

shift of the changed schedule.

- (b) Employee requests for shift changes must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances. If the change results in less than seven (7) calendar days' notice, the Employees affected will be paid their regular rate of pay for all hours worked.

14.05 Any Employee who reports for work as requested or scheduled and is sent home for any reason other than disciplinary shall be paid for the full length of the shift or three (3) hours, whichever is the greater, at the Employee's regular rate of pay.

14.06 Regular Part-time Employees who wish to be considered for additional hours of work shall advise the Employer, in writing, as to their availability. All hours shall be at the Employee's basic rate of pay and be distributed fairly and equitably on a rotational basis among the available Regular Part-time Employees who have request additional hours of work. The Employer is not obligated to offer extra hours to a Part-time Employee in situations in which the Employer may incur overtime costs.

Such Employees shall endeavour to:

- Work the shifts offered by the Employer
- Advise the Employer of periods of time during which they are not available
- Provide at least two (2) weeks written notice that they no longer wish to be considered for extra shifts.

14.07 On the date fixed by proclamation, in accordance with the *Daylight Saving Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional one (1) hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 15

Overtime

15.01 Overtime is all time authorized by the Employer and worked by an Employee:

- (a) in excess of eight (8) work hours per shift for Employees scheduled to work pursuant to the Hours of Work Article and;
- (b) in excess of eighty (80) work hours in a fourteen (14) calendar day period or on scheduled days of rest for Employees scheduled to work pursuant to the Hours of Work Article.

15.02 The overtime rate of one and a half times (1 1/2 X) the applicable hourly rate for the first four (4) hours and two times (2 X) the applicable hourly rate for additional hours worked shall be paid for the overtime worked.

15.03 An Employee who is called out to work outside of their regular hours shall be paid for any one call at either:

- (a) the overtime rate as specified in Article 15.02 as applicable; or
- (b) three (3) hours at the Basic Rate of Pay, whichever is greater.

15.04 Employees shall not be required to layoff during their regular shift to equalize any overtime worked previously.

- 15.05 Overtime worked will be paid out on the pay cheque subsequent to the pay period in which the overtime is worked.
- 15.06 Failure to provide at least twelve (12) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during the normal rest period.
- 15.07 An Employee required to work more than one (1) hour overtime shall be provided with a fifteen (15) minute rest period prior to working the overtime. Where overtime of three (3) hours or more is required, the Employer shall provide a one half (1/2) hour meal break without pay at the Employee's option and shall provide a meal without additional charge. Those Employees who decline to take the one half (1/2) hour meal break shall not be provided a meal.

ARTICLE 16

Wages

- 16.01 Regular Full-time Employees will normally commence employment at the Start Rate of the Wage Schedule for their classification. However, the Employer may recognize previous related experience and commence the Employee at the Job Rate.
- 16.02 Regular Full-time Employees advance to the Job Rate upon the completion of one thousand and forty (1,040) actual hours worked from date of hire to permanent position.
- 16.03 Advancement to the next step in the Wage Schedule may be delayed for non-performance of duties for a period of up to 520 actual hours worked during which time the Employee must demonstrate their ability to meet the performance standards consistently.
- 16.04 Wage rates as contained in the Wage Schedule are minimum rates which may be adjusted due to market conditions at the discretion of the Employer during the term of this Agreement. The Union shall be notified of such changes.
- 16.05 Casual Employees moving into the status as a Regular Full-time or Regular Part-time shall retain all accumulated hours for the advancement to the Job Rate of Pay as contained in the Wage Schedule.

ARTICLE 17

Handling Cash, Parking, and Paydays

- 17.01 An Employee handling cash is expected to do so in accordance with the established policy and procedure. Such Employee will not be required to reimburse the Employer for shortages.
- 17.02 There will be no charge for parking for Employees at the Brazeau Foundation.
- 17.03 Paydays shall be on a bi-weekly basis.

ARTICLE 18

Acting Incumbency (Out of Scope)

- 18.01 An Employee who, at the request of the Employer, is required to perform the major portion of the duties and responsibilities of a higher, out of scope position shall be paid a premium of five (5%) percent of the Employee's current wage in addition to their Basic Rate of Pay. The Employee will, for the time during which they act in this capacity, be considered to be out of the bargaining unit.

ARTICLE 19

Shift Differential & Weekend Differential

19.01 **Evening Shift Differential**

A shift differential of two dollars and ten cents (\$2.10) will be paid to an Employee when they work a majority of hours between 1500 hours and 2400.

19.02 **Night Shift Differential**

A shift differential of three dollars and ten cents (\$3.10) will be paid to an Employee when they work a majority of hours between 2400 and 0700.

19.03 **Weekend Premium**

An Employee who works between 0001 and 2400 on Saturday and Sunday shall receive a weekend premium of two dollars and sixty cents (\$2.60) for all hours worked.

19.04 Shift Differential and Weekend Premium will not be included with the Employee's Basic Rate of Pay for computing other payments except as required by law.

ARTICLE 20

Transportation Allowance

20.01 When an Employee is assigned duties necessitating the use of their private automobile the Employee shall be reimbursed at the current rate approved by the Board of Directors. Mileage will not be paid to an Employee for distances traveled to and from work.

ARTICLE 21

Clothing

21.01 The Employer shall supply a onetime clothing reimbursement allowance of up to one hundred and fifty dollars (\$150.00) once every four (4) calendar years in a single payment. To qualify for this allowance, the Employee must have completed the probationary period. The nature, colour and style of the clothing and the requirements of each group of Employees in respect thereto shall be determined by the Employer. Employees shall not be permitted to carry over any unused clothing allowance.

ARTICLE 22

New Job Classification

22.01 When the Employer creates a new classification that falls within the Bargaining Unit during the life of this Collective Agreement, the Employer shall give written notice to the Union of the new classification and the Basic Rate of Pay for such classification.

22.02 In the event the Basic Rate of Pay for the new classification established by the Employer is not acceptable to the Union, the Union shall, within thirty (30) calendar days from the date they received such notification, notify the Employer they wish to negotiate the Basic Rate of Pay for the new classification.

22.03 If a satisfactory conclusion to such negotiation is not reached within sixty (60) calendar days from the date that the Union received the Basic Rate of Pay for the new classification established by the Employer, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter of Basic Rate of Pay for the new classification established by the Employer to Arbitration in accordance

with Article 31, Step III.

22.04 Time limits prescribed in the preceding sections may be extended by mutual agreement of the Parties. Such agreement shall be made in writing.

ARTICLE 23

Appointments, Promotions, Transfers and Vacancies

23.01 (a) New Employees shall be given a probationary period of five hundred and twenty (520) actual hours worked from the date of commencement of work. If a new Employee is found unsatisfactory, such Employee may be dismissed at any time during the probationary period without notice. A probationary Employee who is dismissed may grieve the dismissal to, and including, Step II of the Grievance Procedure but does not have access to Arbitration. The Employer shall keep the Employee advised of her progress during the probationary period. The Union will be notified of such dismissals.

(b) The Employer shall provide a written evaluation of each probationary Employee prior to the completion of their probationary period.

(c) The probationary period may be extended by an additional one hundred and sixty (160) actual hours worked. An Employee's probationary period shall only be extended by mutual agreement in writing between the Employer and the Union.

23.02 (a) Filling Vacancies
Subject to Article 10 (Layoff/Recall) vacancies to be filled in a position of any classification covered by this Collective Agreement shall be posted for ten (10) working days.
The posting shall state the F.T.E., required knowledge and education, location, hours of work and wage range.

(b) In making promotions and filling vacancies, appointments will be made on the basis of ability to perform the work and, where ability is considered equal by the Employer, by seniority.
For the purpose of this Article, "ability to perform work" shall mean the education, skill, knowledge, efficiency, experience and other relevant attributes required to perform the work.

(c) When circumstances require the Employer to fill a vacancy immediately, the position may be filled by a Casual Employee until a permanent appointment is made.

23.03 Applicants for transfer and/or promotion shall be informed in writing of their acceptance or rejection within ten (10) calendar days of the date of the appointment.

23.04 Transferred or promoted Employees shall be considered on a trial period in their new classification for three hundred twenty (320) hours following the date of transfer. During this trial period the Employee may choose to return or the Employer may direct the Employee to return to their former position and rate of pay without loss of seniority.

23.05 Applications for vacancies shall be in writing according to the procedures established by the Employer. Facilities will be provided to accept applications for a posted position at any time within the ten (10) work day posting period.

- 23.06 (a) When an Employee is appointed to a position in a classification with a higher end rate than their present classification, the Employee shall be advanced to the next pay step that provides them with an increase in their Basic Rate of Pay.
- (b) When a regular Employee has applied for and has been accepted for a position in a classification with an end rate that is less than her present classification, the Employee shall be assigned to the pay step in the lower pay range that causes the least amount of reduction in their present Basic Rate of Pay.

23.07 In the event that the Employer changes the classification of the work being performed by an Employee, to a classification with a lower rate of pay, such Employee while employed in such classification shall continue to receive her previous rate of pay until the rate of pay for the lower paid classification is equal to or greater than her previous rate of pay, or for the term of the Collective Agreement, whichever comes first. At that time the Employee will then receive the rate of pay for the classification to which the position is allocated.

- (a) An Employee required by the Employer to replace another Employee in a classification within the bargaining unit to which is assigned a higher pay grade, for a period of four (4) hours or more, shall in addition to her Basic Rate of Pay, be paid an additional amount equal to the differential between the applicable rate for the higher classification in which the Employee is relieving and her existing wage rate.
- (b) An Employee required by the Employer to temporarily replace another Employee holding a position within the Bargaining Unit to which is assigned a lower pay grade, shall not have their Basic Rate of Pay adjusted.

ARTICLE 24

Leave of Absence

24.01 General Provisions Governing Leaves of Absence

The following provisions are applicable to all leaves of absence except where expressly stated.

- (a) Applications for a 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 on leave and the date of return. A false statement in an application for leave of absence or neglect to return at the end of the leave granted may result in discipline up to and including dismissal which shall be reported to the Union. Leaves of absence may be with or without pay.
- (b) A leave of absence without pay may be granted to an Employee in the case of serious illness or accident to the Employee's immediate family or for any other reason which the Employer and Employee may agree upon. Employer approval of such leave of absence will be dependent on the demands of the operation. Leaves of Absence may be extended by mutual agreement between the Employer and the Employee. The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.
- (c) Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence in excess of thirty (30) calendar days. Seniority will continue to accrue.

- (d) Employees shall not be entitled to named holidays with pay, which may fall during the leave of absence without pay.
- (e) During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans provided that the Employee makes prior arrangements to pay full premium costs in a lump sum or on a monthly basis. A failure to remit the payment required above, will result in cancellation of benefits.
- (f) The Employee on leave of absence in excess of three (3) months, shall provide the Employer with twenty-eight (28) calendar days written notice, where possible, and shall in any case, provide the Employer with fourteen (14) calendar days written notice, of readiness to return to work or such shorter period of time as agreed between the Employer and the Employee, at which time the Employer will reinstate the Employee in the same classification with the same Full-time equivalency and where reasonable in the position held by the Employee prior to taking the leave of absence. If the position from which the Employee is on leave no longer exists, the provisions of the Layoff/ Recall Article will apply.

24.02

Union Leave

- (a) Time off from work without loss of regular earnings shall be provided on the following basis:
 - (i) The grievor and/ or one (1) local appointee for time spent in discussing grievances with representatives of the Employer as outlined in the grievance procedure.
 - (ii) Local appointees, not to exceed three (3) in number, for time spent in meetings with representatives of the Employer.
- (b)
 - (i) Depending on the demands of the operations, time off work without pay may be granted for up to three (3) members to attend to Union business.
 - (ii) To facilitate 23.02(b)(i) time off with regular earnings shall be granted to Employees, however, the Union agrees to reimburse the Employer for actual wages and benefits paid to the Employee while on leave. An Employee on any Union leave shall continue to accrue seniority.
- (c) Employees who are selected for, or elected to, any staff position with the Union, or any body with which the Union is affiliated, may be granted a leave of absence without pay, depending on the demands of the operation, for a period of two (2) years. The Employee will be permitted to work for gain for such leave.

24.03

Maternity Leave (as per the Employment Standards Code)

- (a) A pregnant Employee who has been employed by an Employer for a continuous period of at least ninety (90) days is entitled to Maternity Leave without pay.
- (b) A pregnant Employee shall give their Employer at least two (2) weeks written notice of the day on which the Employee intends to commence their Maternity leave and, if so requested by the Employer, shall provide their Employer with a medical certificate certifying that they are pregnant

and giving the estimated date of delivery.

- (c) A pregnant Employee referred to in (a) is entitled to a Maternity Leave of up to sixteen (16) weeks commencing at any time during the period of twelve (12) weeks immediately preceding the estimated date of delivery. If the actual date of delivery is after the estimated date of delivery, the Employee shall be granted an additional period consisting of the time between the estimated date of delivery and the actual date of delivery.
- (d) If during the twelve (12) weeks immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of the Employee's duties, the Employer may, by notice in writing to the Employee, require the Employee to commence Maternity Leave.
- (e) The Maternity Leave shall include a period of at least six (6) weeks immediately following the actual date of delivery. However, an Employee, with the agreement of their Employer, may shorten the duration of the six (6) week period following the actual date of delivery by providing their Employer with a medical certificate indicating that resumption of work by the Employee will not endanger the Employee's health.
- (f) When an Employee is unable to return to work after the expiration of the period of Maternity Leave as defined herein by reason of a medical condition of the Employee or child arising after the date of delivery, their Employer shall grant the Employee a further period of Maternity Leave without pay of not more than three (3) weeks if the Employee provides their Employer with a medical certificate indicating that owing to a medical condition arising following the date of delivery the Employee is not able to return to work at that time.
- (g) If complications arise due to the pregnancy, sick leave provisions as appropriate shall apply.

24.04

Parental Leave

- (a) An Employee who has completed ninety (90) days of continuous employment shall be entitled to Parental Leave of up to sixty-two (62) weeks without pay within seventy-eight (78) weeks following the birth of the child. Such leave may be extended by mutual agreement between the Employer and the Employee.
- (b) If two (2) Employees choose to each request Parental Leave of absence without pay for the birth of the same child, the combined aggregate amount of leave for both Employees shall not exceed sixty-two (62) weeks within seventy-eight (78) weeks of the birth of their child.

24.05

Adoption Leave (as per the Employment Standards Code)

- (a) An Employee who is the adoptive parent of a child under the age of three (3) and has been employed by an Employer for a continuous period of at least ninety (90) days is entitled to Adoption Leave without pay.
- (b) The Adoptive Employee must submit a written notice of leave to the Employer at least two (2) weeks before the Employee can reasonably expect to first obtain custody of the child being adopted. Where an Employee is unable to comply with this notice period, the Employee shall give notice to the Employer forthwith after receiving notice of the adoption.

- (c) Adoption Leave will be granted for a period of up to sixty-two (62) weeks within seventy-eight (78) weeks from the date on which the adoptive parent first obtains custody of the child being adopted.
- (d) If two (2) Employees choose to each request Parental Leave of absence without pay for the birth of the same child, the combined aggregate amount of leave for both Employees shall not exceed sixty-two (62) weeks within seventy-eight (78) weeks of the birth of their child.

24.06 Employees on Maternity, Paternity, or Adoption Leave shall continue to accrue seniority.

24.07 Jury or Witness Duty

- (a) Any Employee required by law for jury or witness duty shall be allowed time off without loss of regular earnings during such absence. An Employee in receipt of payment for such duty shall remit that amount to the Employer.
- (b) An Employee on jury or witness duty shall continue to accrue seniority.
- (c) A request for leave to act as a voluntary witness shall not be unreasonably denied. Such leave may be granted depending on the demands of the operation and shall be without pay.

24.08 Bereavement Leave

- (a) A Regular Employee shall be granted five (5) consecutive working days bereavement. Leave without loss of pay in the event of the death of the following relatives of the Employee:

spouse (including common-law or same sex relationships)		
child	daughter-in-law	step-parent
parent	son-in-law	step-child
brother	father-in-law	grandchild
sister	mother-in-law	brother-in-law
guardian	grandparent	sister-in-law

Bereavement Leave must be taken within thirty (30) days of the death of a relative. Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Bereavement Leave.

- (b) In the event of the death of another relative or close friend and subject to the efficient operation of the Employer, the Employer shall grant up to one (1) working day off without pay to attend the funeral service. Alternatively, an Employee can access vacation or paid personal day entitlements available to them.
- (c) Consecutive work days shall not include the Employee's regular days off.

24.09 Compassionate Care Leave

- (a) An employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost-sharing, for a period up to twenty-seven (27) weeks. A qualified relative is a relative as identified in 24.08(a.)
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Compassionate Care Leave.

24.10 Personal Leave

Regular Full-Time Employees and Part-Time Employees who work at least 0.6 F.T.E. shall be entitled to two (2) Personal Leave days each calendar year. Regular Part-time Employees who work 0.5 FTE shall be entitled to one (1) Personal Leave day each calendar year. Personal Leave days must be requested in writing at least three (3) days in advance. All requests for Personal leave days are subject to approval based on the organizational needs of the Employer. Employees shall not be permitted to carry over any unused Personal Leave days to the following year.

ARTICLE 25

Annual Vacation

25.01 For the purpose of this Article, the following definitions shall apply:

- (a) "Working Day" means any regularly scheduled work day.
- (b) "Vacation Year" means the twelve (12) months period commencing January 1st. in each year and concluding December 31st of that same year.
- (c) For the purposes of commencing vacation accrual for new Employees, the first (1st) month for accrual purposes shall be as follows:
 - (i) in the case of an Employee whose employment commenced between the fifteenth (15th) day inclusive of any month, the first (1st) day of that calendar month, or
 - (ii) in the case of an Employee whose employment commenced between the sixteenth and the last day inclusive of any month, the first (1st) day of the following calendar month.

25.02 During each complete vacation year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and shall be governed by the total length of such service as follows:

- (a) During the first (1st) year, up to and including the eight (8th) year of continuous full-time service, an Employee shall earn fifteen (15) working days vacation with pay at the rate of one and one-quarter (1.25) days per month.
- (b) During the ninth (9th) to fourteenth (14th) year of continuous full-time service, an Employee shall earn twenty (20) working days vacation with pay at the rate of one point seven (1.7) days per month.
- (c) In the fifteenth (15th) and subsequent years of continuous full-time service, an Employee shall earn twenty-five (25) working days vacation with pay at the rate of two point one (2.1) days per month.

25.03 (a) As far as possible, Employees shall be granted their choice of a vacation period. Requests must be submitted prior to March 15th. Notwithstanding the foregoing, a request for vacation for any time between December 18th and January 2nd, including just Christmas Day, must be requested by March 15th.

Employees who have been granted vacation time off during the stipulated period one year will not be eligible for vacation time off during the stipulated period in the subsequent year unless there are no competing requests.

All requests are subject to the needs of the operation.

A schedule of annual vacation granted shall be posted by the Employer by May 1st.

- (b) It is understood and agreed that the Employer will give every consideration to the Employees' preference as to the timing of their vacation. Where there is a conflict between two (2) Employees in the bargaining unit in regard to time of vacation, seniority will be the determining factor provided the demands of the operation can be met. In the event the demands of the operation cannot be met, the Employer maintains the right to the final decision as to the scheduling of vacations.
- (c) The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during July and/or August. No employee shall be allowed more than two (2) weeks in July or August until all Employees have had an opportunity for two (2) weeks vacation in July or August.
- (d) When an Employee submits a request in writing after May 1st for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) working days of the request.
- (e)
 - (i) Employees eligible for fifteen (15) days vacation with pay, may split their vacation time into two (2) periods with prior authorization of the Manager.
 - (ii) Employees eligible for twenty (20) or twenty-five (25) days vacation with pay, may split their vacation time into three (3) periods with prior authorization of the Manager.
- (f) The Employer shall send each Employee a statement of her vacation entitlement by February 15th of each year.

25.04 An Employee who terminates their service and proper notice is given, or whose employment is terminated, shall receive vacation pay in lieu of such vacation earned but not taken at her current hourly rate of pay.

ARTICLE 26

Named Holidays

26.01 The following are considered Named Holidays:

New Years' Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Victoria Day
Canada Day	August Civic Holiday
Remembrance Day	Christmas Day
Boxing Day	

In addition to the above Named Holidays, any day designated by the Provincial or Federal Government as a Holiday shall be included.

26.02 An Employee required to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and a half times (1 1/2X) their Basic Rate of Pay, plus;

- (a) an alternate day off with pay at a mutually agreed time; or
- (b) by mutual agreement, a day with pay added to their next annual vacation; or,

- (c) by mutual agreement, the Employee may receive payment for such day at their Basic Rate of Pay;
- (d) failing mutual agreement to one of the above options, the Employer will determine the option to be applied and apply that option within sixty (60) days of that determination.

26.03 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Clause 26.02.

26.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Clause 26.02.

26.05 Named Holidays will be observed on the day on which the Named Holiday falls unless designated otherwise by the Employer.

ARTICLE 27

Benefits

27.01 The Employer shall continue the Benefits Plan as provided by a third part carrier. The Employer reserves the right to make adjustments to the Benefit Plan from time to time as needed. The Employer will notify the Union of a change in carrier.

27.02 The Employer pays 100% of the premium for the benefits except for Short Term Disability and Long Term Disability which are fully paid for by the employee.

27.03 The Employer will provide a Health Spending Account of eight hundred and fifty dollars (\$850.00) /yr. The Employee must be a non-probationary Regular Full-time Employee.

27.04 This Clause replaces 27.03 effective January 1, 2022. The Employer will provide a Health/Personal Spending Account of nine hundred and fifty dollar (950) per year. An Employee will be permitted to elect the apportionment of the total funds in twenty five dollar (\$25) increments to each of the Health/Personal Spending Account. These elections must be made by October 31st of each year in the year prior to the funds becoming available. If an Employee does not make an election the funds will be entirely apportioned to the Health Spending account. No changes to elections will be permitted once submitted by the Employee. The Employee must be a non-probationary Regular Full-time Employee.

ARTICLE 28

Workers' Compensation

28.01 Workers' Compensation Board coverage will be provided by the Employer for an Employee. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.

28.02 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accrue sick leave credits and vacation entitlement during the period of absence but will accrue seniority.

28.03 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.

- 28.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is 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. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreed among the Employer, the Union and the Employee.
- 28.05 The Employee shall keep the Employer informed of the progress of their condition on an on-going basis.

ARTICLE 29

Sick Leave

(Wage Continuation During Illness)

- 29.01 Sick leave are days off provided by the Employer to the Employee against illness, quarantine by a Medical Officer of Health, or because of an accident and /or injury for which compensation is not payable under the *Workers' Compensation Act*, as amended. These days may be granted without loss of pay if an employee has accrued sufficient sick leave credits pursuant to this Article to cover the absence.
- 29.02 To be eligible for benefits, the employee must be a Regular Full-time Employee.
- 29.02 Regular Full-time Employees earn Sick Leave at a rate of one (1) day per month to a maximum of sixty (60) days. The bank of Sick Days available is reduced by those used and must be re-earned. Sick Leave days commence Day One of an absence due to illness/ injury unless the illness/ injury is covered by Short Term Disability. Short Term Disability commences Day One of an absence if the employee has an accident or is hospitalized, or Day Eight of an illness/ injury not requiring hospitalization.
- 29.03 Sick leave credits shall not accrue during:
- (a) Any period of sick leave in excess of thirty (30) calendar days; or
 - (b) A leave or absence without pay which is in excess of thirty (30) calendar days; or
 - (c) An absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) days.
- 29.04 If an Employee requires time-off for the purposes of attending dental, physiotherapy, optical, medical or such other appointment, provided they have been given prior authorization such absence will be charged against their sick leave accrual.
- 29.05 The accommodation of an Employee shall not be construed as being a violation of the posting and/or scheduling provisions of this Collective Agreement.

ARTICLE 30

Bulletin Boards

- 30.01 The Employer shall provide a bulletin board to be placed in the Staff Room upon which designated space shall be provided where the Union may be permitted to post notices of meetings and such other notices as may be of interest to the Employee. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 31

Discipline and Termination

- 31.01 There shall be a progressive discipline process which starts with a verbal or written warning. Notice shall be given to Employees promptly for poor conduct or unsatisfactory performance.
- (a) This does not prevent immediate suspension or dismissal for just cause, where appropriate, subject to the Grievance Procedure.
 - (b) Where disciplinary action is contemplated, the Employee concerned will have the right to have a Union Steward in attendance. The Employer will advise the Employee of the Employee's rights prior to a disciplinary meeting.
 - (c) Where disciplinary action is grieved and the grievance is allowed, relevant documentation shall be removed from the Employee's personnel file.
- 31.02 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 shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the twenty-four (24) month period, of which the Employee is aware.
- 31.03
- (a) Upon not less than two (2) working day's notice to the Chief Administrative Officer, or designate, the Employee and their Union representative, upon written authorization of the Employee, shall have reasonable access to the Employee's personnel records. Records may be viewed in a designated room and may not be removed from the premises.
 - (b) Where an Employee has requested any of the contents of their file, the Employer shall be entitled to charge a reasonable fee for copying.
- 31.04 An Employee who is absent for twenty-four (24) hours without notifying the Employer and providing a reason satisfactory to the Employer shall be considered to have vacated their position.

ARTICLE 32

Grievance Procedure

- 32.01 Communication
- (a) Any notice or advice which the Employer is required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the designated Membership Services Officer. The Union is required to notify the Employer in writing in January of each year, and when the incumbent changes, of the individual occupying this position.
 - (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article, shall be sufficient if delivered to the designated person noted in each Article below.
 - (c) The hearing of grievances at any stage of the grievance procedure may be held during the normal working day with no loss of basic pay for a participating Employee providing the Employee does not leave the Employer's premises.
- 32.02 Time Periods
- (a) For the purpose of this Article, periods of time referred to in days shall be

deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 26: Named Holidays.

- (b) Time limits may be extended by mutual agreement of the Parties in writing.

32.03

Steps of the Grievance Procedure Involving Disputes between the Employer and the Employee

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Agreement, the Employee shall first seek to settle the dispute through discussion with their immediate supervisor. If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step I.

Discipline resulting in a suspension or dismissal shall be commenced at Step II.

STEP I:

The Employee shall submit the grievance, in writing, indicating the Article claimed to have been violated, the nature of the grievance, and redress sought within ten (10) days of the occurrence of the act causing the grievance. The grievance shall be submitted, in writing, as follows:

- (a) Employees who report to someone other than the Chief Administrative Office or the Housing Manager submit grievances to their direct Manager or Supervisor, or designate; and
- (b) Employees who report to the Chief Administrative Officer or to the Housing Manager, submit grievances to the Housing Manager or designate

At the request of either party, a grievance meeting shall be held prior to providing a written reply.

The decision of the Manager, Supervisor, or designate, or Housing Manager or designate, shall be made known to the grievor in writing, with a copy to the Membership Services Officer within ten (10) days of receipt of the grievance or within ten (10) days from the grievance meeting if one is held.

If the grievance is not resolved satisfactorily in Step I, it may be advanced to Step II.

STEP II:

If the decision of the Manager, Supervisor or designate, or Housing Manager or designate, is not acceptable to the grievor, the Employee may submit the grievance to the Chief Administrative officer or designate within ten (10) days of receipt of the decision of the Manager, Supervisor, or designate or Housing Manager or designate.

The decision of the Chief Administrative Officer or designate shall be made known to the grievor in writing, with a copy to the membership Services Officer, within ten (10) days of receipt of the grievance or within ten (10) days of the grievance meeting if one is held.

STEP III:

If the decision of the Chief Administrative Officer or designate is not acceptable to the grievor, the Employee may submit the grievance to arbitration as provided in

this Article within ten (10) days of receipt of the decision of the Chief Administrative Officer or designate.

32.04 Policy Grievance - Dispute Between the Parties

In the event that a dispute of a general nature affecting more than one (1) Employee arises between the Employer and the Local regarding interpretation, application or alleged violation of this Agreement, which cannot be resolved by discussion between Parties, the dispute becomes a policy grievance. Such policy grievance shall commence at Step I of the Grievance Procedure above.

32.05 Default

- (a) Should the Employee or the Union fail to comply with any time limits in this Article, the grievance will be considered conceded and shall be abandoned unless the Union and the Employer have mutually agreed, in writing, to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in this Article, the grievance shall automatically move to the next Step on the day following the expiry of the particular time limit unless the Union and the Employer have mutually agreed, in writing, to extend the time limits.

32.06 At any hearing held during the Grievance Procedure, the Employee is entitled to have a Union Representative present.

Arbitration

32.07 Either of the Parties wishing to submit a grievance to arbitration shall notify the other Party in writing of its intention to do so; and

- (a) name its appointee to the Arbitration Board; or
- (b) state their desire to meet to consider the appointment of a single arbitrator.

32.08 Within ten (10) days after receipt of notification provided for in Article 32.07 above, the Party receiving such notice shall:

- (a) inform the other Party of the name of its appointee to an Arbitration Board, or
- (b) arrange to meet with the other Party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle or selection of a single arbitrator, an Arbitration Board shall be established.

32.09 Where appointees to an Arbitration Board have been named by the Parties, they shall, within ten (10) days, endeavour to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Minister of Labour of the Province of Alberta to appoint a Chairperson.

32.10 After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator/ Arbitration Board shall meet with the Parties within twenty-one (21) days and hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.

32.11 The decision of the single arbitrator, a majority of the Board of Arbitration, or if there is no majority the decision of the Chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator

shall be final and binding on the Parties.

- 32.12 The Arbitration decision shall be governed by the terms of this Agreement and shall not alter, amend or change the terms of this Agreement.
- 32.13 Each of the Parties to this Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two Parties to the dispute.
- 32.14 Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 33

Seniority

- 33.01 Seniority is defined as the last date of hire to a Regular Full-time or Part-time position in the bargaining unit.
- 33.02 Seniority shall not apply during the probationary period. Once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 33.01.
- 33.03 Seniority shall be recognized only where specifically recognized in the Agreement
- 33.04 The Employer shall maintain a bargaining unit wide seniority list.
- 33.05 An Employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if she:
- (a) resigns; or,
 - (b) is terminated; or,
 - (c) overstays a leave of absence without written permission unless a reason satisfactory to the Employer is provided. Such permission shall not be unreasonably denied; or,
 - (d) when the Employee does not return to work on recall within three (3) working days of the stated reporting date; or,
 - (e) is absent for twenty-four (24) hours without notifying the Employer and providing a reason satisfactory to the Employer; or
 - (f) is laid off and not on reduced hours in excess of one hundred and eighty (180) days; or
 - (g) fails to return to work following a compensable accident within five (5) days after being certified fit to return to work by the Employee's Physician and the Worker's Compensation Board.
- 33.06 Casual Employees shall be credited with seniority based on hours worked, when the Employee is hired into a Regular Full-Time or Part-Time position within the bargaining unit.

ARTICLE 34

Joint Union-Employer Committee

- 34.01 The Parties to this agreement recognize the benefits which can be derived from a Union-Employer Committee. Such Committee shall be comprised of up to two (2) members of the Union and up to two (2) representatives of the Employer. Should either Party wish to convene a meeting of the Committee, it shall do so by submitting a request and agenda to the other party at least two (2) days in advance

of a requested meeting date. Upon receipt of an agenda, both Parties agree to meet as soon as possible. This meeting shall be convened during working hours of all committee members, if operational requirements permit. Union Committee members will be compensated by the Employer at their regular straight time hourly rate for time spent attending the meetings.

ARTICLE 35

Performance Appraisals

- 35.01 (a) Employees shall receive a written performance appraisal annually in accordance with the policy of the Employer
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with not less than forty-eight (48) hours' notice. At the interview the Employee shall be given a copy of their performance appraisal document. The Employee shall sign their performance appraisal for the sole purpose of indicating that the Employee is aware of their performance appraisal, and shall have the right to respond in writing within ten (10) calendar days of the interview and that reply shall be placed in the Employee's personnel file.
- 35.02 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

ARTICLE 36

Resignation

- 36.01 An Employee shall provide to the Employer fourteen (14) calendar days' notice of the Employee's desire to resign from their employment.
- 36.02 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled on the day on which the Employee terminates their employment.

ARTICLE 37

Committee Participation

- 37.01 Except as otherwise provided in this Collective Agreement, an Employee who is a member and is required to attend meetings of a committee established by the Employer, shall be paid at the Basic Rate of Pay for attendance at such meetings.

ARTICLE 38

Legal Indemnification

- 38.01 The Employer agrees to carry insurance which covers Employees as additional named insured under its liability policy which covers an Employee in the event an Employee is individually named in legal action against the Employer. The Employee shall at all times carry out their duties as defined by the Employer.

ARTICLE 39

On Call Duty

- 39.01 When an Employee is designated by the Chief Administrative Officer or designate to be immediately available to return to work during a period in which the Employee is not on regular duty, they shall be paid: the amount of two dollars (\$2.00) per hour for all hours the Employee is required to be On Call except on

Named Holidays for which the Employee shall be paid three dollars (\$3.00) per hour. A Named Holiday shall run from zero zero zero one (0001) hours on the named Holiday to twenty-four hundred (2400) hours of the same day.

ARTICLE 40

Part-time and Casual Employees

40.01 All Articles of this Collective Agreement apply to Part-time Employees except the following:

(a) Article 14: Hours of Work

14.02 (a) The normal hours of work for Part-time Employees shall be less than eighty (80) hours over a period of fourteen (14) calendar days and the normal daily hours of work shall/ may be less than eight (8) hours a day exclusive of meal periods;

An unpaid meal period of not less than thirty (30) minutes shall be provided if the Employee is required to work at least six (6) hours in a day;

No split shifts shall be worked by any Employee except by mutual agreement;

14.03 (b) Part-time Employees may fill positions that regularly occur on weekends and are not subject to the requirement to have two (2) weekends off in four (4).

(b) Article 25: Vacations

All parts of Article 25 apply to Regular Part-time Employees except that Regular Part-time Employees shall be granted paid vacation prorated to the portion of a full-time equivalent position they work;

(c) Article 27: Benefits

The Benefits Article does not apply to Regular Part-Time Employees. Regular Part-Time Employees are eligible for the following benefits:

(a) Effective the date of ratification of this Collective Agreement until December 31, 2021:

(i) Regular Part-time Employees who work at least .6 F.T.E. and who have completed their initial probationary period are eligible to participate in a eight hundred and fifty dollars (\$850.00) /yr. Health Spending Account,

(ii) Regular Part-time Employees who work less than .6 F.T.E. and have completed their initial probationary period are eligible to participate in a six hundred dollars (\$600.00) /yr. Health Spending Account.

- (b) Effective January 1, 2022:
 - (i) Regular Part-time employees who work at least .6 FTE and who have completed their initial probationary period are eligible to participate in a nine hundred and fifty dollar (\$950.00) / yr. Health/Personal Spending Account
 - (ii) Regular Part-time employees who work less than .6 FTE and who have completed their initial probationary period are eligible to participate in an seven hundred (\$700.00) / yr. Health/Personal Spending Account.
 - (iii) An Employee will be permitted to elect the apportionment of total funds in twenty five dollar (\$25) increments to each of their Health/Personal Spending Account. If an Employee does not make an election the funds will be entirely apportioned to the Health Spending Account. These elections must be made by October 31 of each year in the year prior to the funds becoming available. No changes to elections will be permitted once submitted by the Employee.

(d) Article 29: Sick Leave
 The Sick Leave Article does not apply to Regular Part-Time Employees. Regular Part-Time Employees are eligible for the following Sick Leave:

- (a) Regular Part-Time Employees are eligible to earn Sick Leave after one (1) month of continuous service at a rate of one half (1/2) day per month to a maximum of sixty (60) days. The bank of Sick Days available is reduced by those used and must be re-earned.

(e) Letter of Understanding: Voluntary Separation
 All parts of this Letter of Understanding apply to Regular Part-time Employees prorated to the portion of a full-time position they work.

39.02 All Articles of the Collective Agreement apply to Casual Employees except the following:

- (a) Article 3: Pension
 Casual Employees are not eligible to participate in the Pension Plan;
- (b) Article 10: Layoff/ Recall
 Casual Employees are not eligible to participate in the Layoff/ Recall process;

- (c) Article 13: Hours of Work
Casual Employees do not have regular hours except to the extent they fill in for a specific Regular Full-time or Regular Part-time Employee in which case all Clauses of Article 13 or the appropriate Part-time Article as above are operative;
Casual Employees may also be called to work to augment existing staff during peak workloads.
- (d) Article 15: Wages
15.01 Casual Employees commence employment at the first Step of the Wage Schedule for their classification.
15.02 Casual Employees advance from the Start Rate to the Job Rate for their classification on the completion of one thousand and forty (1,040) actual hours worked.
15.03 Casual Employees may work in more than one classification depending on the needs of the operations. Such Employee shall be paid at that Step in the Wage Schedule for the classification in which they are working based on their total number of hours worked.
- (e) Article 20: Clothing
Casual Employees are not eligible for the Clothing Allowance. They are expected to dress in a manner appropriate to the work and as directed by the Employer.
- (f) Article 22: Appointments, Promotions, Transfers, and Vacancies
This Article applies to Casual Employees with the exception that they do not acquire seniority as a Casual Employee and are therefore treated as an external candidate on postings.
- (g) Article 23: Leaves of Absence
Casual Employees are not eligible for Leaves of Absence except to the extent that their specific situation entitles them to Leaves of Absence as legislated by the Employment Standards Code (Alberta), as amended from time to time.
- (h) Article 24: Vacation
Casual Employees are not eligible for paid vacations. They shall be paid six percent (6%).
- (i) Article 26: Benefits
Casual Employees are not eligible for Benefits.
- (j) Article 28: Sick Leave
Casual Employees are not eligible for Sick Leave.
- (k) Article 32: Seniority
Casual Employees do not accrue Seniority.

- (l) Letter of Understanding: Voluntary Separation Allowance
Casual Employees are not eligible for the provisions of the Voluntary Separation Allowance

ARTICLE 41

Sale of Business

41.01

The Employer will advise the Union ninety (90) days in advance if there is an intention to sell the business.

DRAFT

**WAGE SCHEDULE
BRAZEAU FOUNDATION
LOCAL 047/001**

	Effective Date		Start Rate	Job Rate
Caretaker	Current	--	\$15.82	\$18.37
	June 1, 2017	0.0%	\$15.82	\$18.37
	June 1, 2018	0.0%	\$15.82	\$18.37
	June 1, 2019	2.0%	\$16.14	\$18.74
General Service Worker/ Kitchen/ Laundry/ Housekeeping/	Current	--	\$17.51	\$21.00
	June 1, 2017	0.0%	\$17.51	\$21.00
	June 1, 2018	0.0%	\$17.51	\$21.00
	June 1, 2019	2.0%	\$17.86	\$21.42
Maintenance Worker I/ Cook/ Activities Coordinator (no degree/diploma)	Current	--	\$18.85	\$22.30
	June 1, 2017	0.0%	\$18.85	\$22.30
	June 1, 2018	0.0%	\$18.85	\$22.30
	June 1, 2019	2.0%	\$19.23	\$22.75
Maintenance II	Current	--	\$25.18	\$27.93
	June 1, 2017	0.0%	\$25.18	\$27.93
	June 1, 2018	0.0%	\$25.18	\$27.93
	June 1, 2019	2.0%	\$25.68	\$28.49
Maintenance III	Current	--	\$28.44	\$33.72
	June 1, 2017	0.0%	\$28.44	\$33.72
	June 1, 2018	0.0%	\$28.44	\$33.72
	June 1, 2019	2.0%	\$29.01	\$34.39

1. Effective June 1, 2020 – Zero percent (0.00%) adjustment to wage rates for all positions.
2. Effective June 1, 2021 – Zero percent (0.00%) adjustment to wage rates for all positions.
3. Effective June 1, 2022 – One point seven five percent (1.75%) increase to wage rates for all positions.
4. Full-Time and Part-Time Employees shall receive a \$500 Recognition Bonus. Casual Employees are not entitled to this Bonus. The Recognition Bonus will be payable within thirty (30) days of the Parties ratifying the tentative Collective Agreement.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year first above written.

DATED AT _____, ALBERTA THIS ____ DAY OF _____, 2021.

SIGNED ON BEHALF OF BRAZEAU
FOUNDATION

SIGNED ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL EMPLOYEES

Jeannette Vatter, Chairman

Guy Smith, President

Witness

Witness

DRAFT

LETTER OF UNDERSTANDING #1

between

BRAZEAU FOUNDATION

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Separation Allowance

Whereas the Brazeau Foundation may require reductions in the number of Full-time and Part-time Employees that they employ, the Parties agree to provide a Voluntary Separation Allowance as follows:

A. Separation Allowance

Whereas the Brazeau Foundation may require reductions in the number of Full-time and Part-time Employees that they employ, the Parties agree to provide a Separation Allowance as follows:

1. During the term of this Letter of Understanding, the Separation Allowance as outlined in the attached Schedule, is available as an alternative to the provisions of the Layoff/ Recall Article of this Collective Agreement if selected by an Employee who is being laid off and agreed to by the Employer.
2. The Separation Allowance will be available for Full-time and Part-time Employees. Eligible Employees will be entitled to receive the Separation Allowance at their regular Basic Rate of Pay in effect at the time of election, according to the attached Schedule.
3. Where an eligible Employee has made an election to accept the Separation Allowance, the election shall only be altered by agreement of the Employee and Employer. Separation of Employment shall occur at a time selected by the Employer. Employees shall make their election for Separation Allowance within fourteen (14) calendar days of the receipt of a Notice of Layoff.
4. In addition to the foregoing, Employees who have not received Notice of Layoff may request the Separation Allowance. Such offers may, but will not necessarily result in an offer of the Separation Allowance by the Employer to that Employee. Offers are subject to operational requirements as determined by the Employer, whose decision is final and binding and cannot be challenged. Employees who request the Separation Allowance, if approved by the Employer under this paragraph, are required to resign at a time acceptable to the Employer.
5. Severance shall be provided, at the request of the Employee, as:
 - (i) A lump sum payment; or
 - (ii) contribution to an RRSP of the Employee's choice; or
 - (iii) any combination of the above; or
 - (iv) other provisions as agreed by the Employer and Employee.
6. This Letter of Understanding, including the attached Schedule, shall be effective date of signing and shall remain in force and effect until May 31st, 2017.

BRAZEAU FOUNDATION
SCHEDULE - VOLUNTARY SEPARATION ALLOWANCE

<u>Years of Service</u>	<u>Weeks of Severance</u>
1	2
2	4
3	6
4	8
5	10
6	12
7	14
8	16
9	18
10	21
11	23
12	25
13	27
14	29
15	32
16	34
17	36
18	38
19	40
20+	43

B. Classification and /or Position Abolishment

Whereas the Employer determines a need to abolish a classification or position, the Employee(s) affected will be provided severance based on the last date of hire to a permanent position according to the Table in Item 6 in A. above.

 On behalf of the Employer

 Date

 On behalf of the Union

 Date

LETTER OF UNDERSTANDING #2
between
BRAZEAU FOUNDATION
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Hours of Work

Notwithstanding the language contained in 14.03(a)(iii), the days of rest may be non-consecutive.

On behalf of the Employer

Date

On behalf of the Union

Date

DRAFT