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Article #	Title	Sign Off Date	Old Language	New Language
	Preamble			Current
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 1 st , 2017 to May 31, 2020 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.	1.01 This agreement, including Appendices thereto, unless altered by mutual consent of both Parties hereto, shall be in force and effect from June 1 st , 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.	1.02 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 June 1, 2017.	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.

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2	Changes in Agreement			Current
3	Pension			Current
4	Definitions	April 8, 2021		
	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.	4.01 “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.	4.02 “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.	4.03 “Classification” shall mean job title and pay scale established for the job title.
	4.04		“Code” means The Labour Relations Code, as amended from time to time.	4.04 “Code” means The Labour Relations Code, as amended from time to time.
	4.05		“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 of Part-Time basis on regularly scheduled shifts of continuing nature: (i) “Full-time Employee” is one	4.05 “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 of Part-Time basis on regularly scheduled shifts of continuing nature: (i) “Full-time Employee” is one

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		who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;		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.		(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.		(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.
4.06	"Employee status" shall mean an Employee employed on a Full-time, Part-time, or Casual capacity.	4.06	"Employee status" shall mean an Employee employed on a Full-time, Part-time, or Casual capacity.	
4.07	"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	"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.	
4.08	"Gross Earnings" shall mean all monies earned by the Employee	4.08	"Gross Earnings" shall mean all monies earned by the Employee	

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	under the terms of this Collective Agreement.		under the terms of this Collective Agreement.
4.09	"Local" means Local 047 of The Alberta Union of Provincial Employees.	4.09	"Local" means Local 047 of The Alberta Union of Provincial Employees.
4.10	"Member" means an Employee of Brazeau Foundation who is included in this Collective Agreement and who is a member of the Local.	4.10	"Member" means an Employee of Brazeau Foundation who is included in this Collective Agreement and who is a member of the Local.
4.11	"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	"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.
4.12	"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)	4.12	"Position" shall mean: (a) the Employee status as Regular Full-time, Regular Part-time or Casual; or (b) the Cclassification; or (c) Full-time equivalent (that portion of a full-time position i.e. 0.8 FTE)
4.13	"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" 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.
4.14	"Shift Cycle" means the period of time when the shift schedule	4.14	"Shift Cycle" means the period of time when the shift schedule

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			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.			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.
		4.15	"Union" means The Alberta Union of Provincial Employees.	4.15		"Union" means The Alberta Union of Provincial Employees.
		4.16	Where the word "shall" appears in this Agreement, it shall be interpreted to be mandatory rather than directory.	4.16		Where the word "shall" appears in this Agreement, it shall be interpreted to be mandatory rather than directory.
		4.17	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.	4.17		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.
5	Union Recognition	5.01	The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Agreement.	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.	5.02		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	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

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	representatives.		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.	5.04	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.	5.05	A request by any Employee for U union representation at a meeting with the Employer shall not be denied.
5.06	An Employee shall have the right to wear the Union pin during working hours.	5.06	An Employee shall have the right to wear a the 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	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

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				printing of the Collective Agreements will be processed at Union Headquarters.		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.	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.
6	Union Membership, Security and Check Off				Current	
7	Management Rights				Current	
8	Discrimination and Harassment	April 8, 2021	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, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, religious beliefs, gender, gender identity, gender expression, marital status, physical disability nor by reason of the Employee's membership or activity in the Union.	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, creed, colour, national place of origin, ancestry, religion 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,

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					entitlements or obligations provided under the <i>Occupational Health and Safety Act, Regulations and Code</i> , as amended.
9	Probationary Period			Current	
10	Technological Change			Current	
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.	11.01	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.	11.02	This Article applies to Full-time and Part-time Employees.
		11.03	When, in the opinion of the Employer, it becomes necessary to:	11.03	When, in the opinion of the Employer, it becomes necessary to:
			(a) temporarily reduce or change the number of Regular Employees or		(a) temporarily reduce or change the number of Regular Employees or
			(b) reduce a Regular Employee's regularly scheduled hours of work, or		(b) reduce a Regular Employee's regularly scheduled hours of work, or
			(c) wholly or partially discontinue an undertaking, activity or service,		(c) wholly or partially discontinue an undertaking, activity or service,
			the Employer will notify		the Employer will notify

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		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.		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 and the same FTE 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.	11.04	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 and the same FTE 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	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

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	<p>advised of available vacant positions into which they may be placed which have:</p> <p>(i) Equal or lower FTE</p> <p>(ii) Same or lower classification/end rate</p> <p>(iii) For which they are qualified</p> <p>(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.</p>		<p>advised of available vacant positions into which they may be placed which have:</p> <p>(i) Equal or lower FTE</p> <p>(ii) Same or lower classification/end rate</p> <p>(iii) For which they are qualified</p> <p>(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.</p>
11.06	The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.	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	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

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					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.		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.	11.08	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:	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;		(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;		(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.		(c) on expiry of one hundred and eighty (180) calendar days following layoff during which time the Employee has not been recalled to work.
12	In-Service Program/Disaster Plan Exercise					Current	
13	Occupational Health and Safety	Health	April 8, 2021	13.01	A Committee will be established for the facility to consider matters of Occupational Health and	13.01	A Committee will be established for the facility to consider matters of Occupational Health and

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	Safety.		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.	13.02	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.	13.03	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.	13.04	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	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

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		unsafe in respect of the worksite and make appropriate recommendations.			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.		(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:		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.		(a)	M 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.		(b)	D 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 Code.		13.07	An Employee's right shall be respected in accordance with the <i>Occupational Health and Safety Act, Regulations and Code</i> .	
13.08	The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections including monitoring.		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		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	

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			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.		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.
			<u>Imminent Danger</u>		<u>Imminent Danger</u>
		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.	13.10	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.	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.
14	Hours of Work	14.01	It is understood and agreed that the work shall provide for continuous operation Sunday through Saturday.	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	14.02	(a) The normal hours of work

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	<p>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.</p> <p>An unpaid meal period of not less than thirty (30) minutes shall be provided.</p> <p>No split shifts shall be worked by any Employee, except by mutual agreement.</p>		<p>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.</p> <p>An unpaid meal period of not less than thirty (30) minutes shall be provided.</p> <p>No split shifts shall be worked by any Employee, except by mutual agreement.</p>
(b)	<p>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.</p>	(b)	<p>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.</p>
(c)	<p>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</p>	(c)	<p>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</p>

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		operational requirements permit.			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:	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;			(i) at least twelve (12) hours off duty between shifts;
		(ii) not more than six (6) consecutive scheduled days of work;			(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.			(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.		(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.

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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.	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.		(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.	14.05	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	14.06	Regular Part-time Employees who wish to be considered for

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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 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

14.07

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.

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

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			overtime rate. On the date fixed by said <i>Act</i> 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.		therefore at the applicable overtime rate. On the date fixed by said <i>Act</i> 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.
15	Overtime			Current	
16	Wages			Current	
17	Handling Cash, Parking and Paydays			Current	
18	Acting Incumbency (Out of Scope)			Current	
19	Shift Differential and Weekend Differential	19.01	<u>Evening Shift Differential</u> A shift differential of two dollars (\$2.00) will be paid to an Employee when they work a majority of hours between 1500 hours and 2400.	19.01	<u>Evening Shift Differential</u> 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	<u>Night Shift Differential</u> A shift differential of three dollars (\$3.00) will be paid to an Employee when they work a majority of hours between 2400 and 0700.	19.02	<u>Night Shift Differential</u> 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	<u>Weekend Premium</u> An Employee who works between 0001 and 2400 on Saturday and Sunday shall receive a weekend premium of two dollars and fifty cents (\$2.50) for all hours worked.	19.03	<u>Weekend Premium</u> 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	19.04	Shift Differential and Weekend Premium will not be included

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				with the Employee's Basic Rate of Pay for computing other payments except as required by law.		with the Employee's Basic Rate of Pay for computing other payments except as required by law.
20	Transportation Allowance				Current	
21	Clothing	21.01		The Employer shall supply a onetime clothing allowance of up to one hundred and fifty dollars (\$150.00) once every four (4) calendar years. 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.	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.
22	New Job Classification	April 8, 2021	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.	22.01	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	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

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			such notification, notify the Employer that they wish to negotiate the Basic Rate of Pay for the new classification.		such notification, notify the Employer that 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.	22.03	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.	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.
23	Appointments, Promotions, Transfers and Vacancies			Current	
24	Leave of Absence	24.01	<u>General Provisions Governing Leaves of Absence</u> 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	24.01	<u>General Provisions Governing Leaves of Absence</u> 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

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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

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

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	express consent of the Employer.		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.	(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.	(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.	(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	(f)	The Employee on leave of absence in excess of three (3) months, shall provide the Employer with twenty-eight (28) calendar

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		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.			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	<u>Union Leave</u>		24.02	<u>Union Leave</u>	
	(a)	Time off from work without loss of regular earnings shall be provided on the following basis:		(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			(i) The grievor and/ or one (1) local appointee for time spent in discussing grievances with representatives of the Employer as

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		outlined in the grievance procedure.			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.		(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.	(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		(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

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	seniority.		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.		(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	<u>Maternity Leave</u> (as per the Employment Standards Code)	24.03	<u>Maternity Leave</u> (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.		(a) A pregnant Employee who has been employed by an Employer for a continuous period of at least ninety (90) days is entitled to M 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		(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

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	estimated date of delivery.		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.	(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.	(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	(e)	The Maternity Leave shall include a period of at least six (6) weeks immediately following the actual date

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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

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

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		to the pregnancy, sick leave provisions as appropriate shall apply.		to the pregnancy, sick leave provisions as appropriate shall apply.
24.04	<u>Parental Leave</u>	24.04	<u>Parental Leave</u>	
	An Employee who has completed ninety (90) days of continuous employment shall be entitled to parental leave of up to thirty-seven (37) weeks without pay within fifty-two (52) weeks following the birth of the child. Such leave may be extended by mutual agreement between the Employer and the Employee.		(a)	An Employee who has completed ninety (90) days of continuous employment shall be entitled to Pparental 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.
24.05	<u>Adoption Leave</u> (as per the Employment Standards Code)		(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.
	(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	24.05	<u>Adoption Leave</u> (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

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		<p>period, the Employee shall give notice to the Employer forthwith after receiving notice of the adoption.</p> <p>(c) Adoption Leave will be granted for a period of up to thirty-seven (37) weeks within fifty-two (52) weeks from the date on which the adoptive parent first obtains custody of the child being adopted.</p> <p>(d) Only one (1) parent of a child referred to in the Clause shall be granted Adoption Leave.</p>		<p>an Employer for a continuous period of at least ninety (90) days is entitled to Adoption Leave without pay.</p> <p>(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.</p>
24.06	Employees on Maternity, Paternity, or Adoption Leave shall continue to accrue seniority.			
24.07	<u>Jury or Witness Duty</u>			
	<p>(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.</p> <p>(b) An Employee on jury or witness duty shall continue to accrue seniority.</p> <p>(c) A request for leave to act</p>			<p>(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.</p> <p>(d) Only one (1) parent of a child referred to in the Clause shall be granted Adoption Leave. If two (2) Employees choose to each request Parental Leave of absence without pay for the birth of the same</p>

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		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.		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.
24.08	<u>Bereavement Leave</u>		24.06	Employees on Maternity, Paternity, or Adoption Leave shall continue to accrue seniority.
	(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:		24.07	<u>Jury or Witness Duty</u>
	spouse (including common-law or same sex relationships)			(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.
	child			(b) An Employee on jury or witness duty shall continue to accrue seniority.
	er-in-law	daught		(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.
	parent	step-		
	parent	son-in-		
	law step-child			
	brother	father-		
	in-law grandchild			
	sister	mother-		
	in-law			
	-in-law	brother		
	guardian			
	grandparent			
	sister-in-law		24.08	<u>Bereavement Leave</u>
	Bereavement Leave must be taken within thirty (30) days of the death of a			(a) A Regular Employee shall be granted five (5) consecutive working days

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	relative. Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Bereavement Leave.	bereavement. Leave without loss of pay in the event of the death of the following relatives of the Employee:
	(b) Consecutive work days shall not include the Employee's regular days off.	spouse (including common-law or same sex relationships) child
24.09	<u>Compassionate Care Leave</u>	daughter-in-law step-parent parent son-in-law step-child brother father-in-law grandchild sister mother-in-law brother
	(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 <u>24.08(a.)</u>	-in-law guardian grandparent sister-in-law
	(b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Compassionate Care Leave.	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.
24.10	<u>Personal Leave</u> 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. Personal Leave days must be requested in	(b) In the event of the death of another relative or close friend and subject to the efficient operation of the Employer, the

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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.

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

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				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.
25	Annual Vacation			Current
26	Named Holidays			Current
27	Benefits	27.01	The Employer shall continue the Benefits Plan as provided by the Alberta Urban Municipalities Association. The details of the plan are identified in the Benefits Booklet as per the Group Plan.	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. the Alberta Urban Municipalities Association. The details of the plan are identified in the Benefits Booklet as per the Group Plan.
		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.	The details of the plan are identified in the Benefits Booklet as per the Group Plan.
		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.	27.02 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

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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.

28	Workers' Compensation				Current	
29	Sick Leave (Wage Continuation During Illness)	29.01	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	29.01		Sick leave are days off provided by the Employer to the Employee against illness, quarantine by a Medial Officer of Health, or

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	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.		because of an accident and/or injury for which compensation is not payable under the <i>Workers' Compensation Act</i>, 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

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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.

30	Bulletin Boards				Current
31	Discipline and Termination				Current
32	Grievance Procedure	April 8, 2021	32.01	<u>Communication</u>	32.01 <u>Communication</u>
			(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	(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

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	<p>January of each year, and when the incumbent changes, of the individual occupying this position.</p> <p>(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.</p> <p>(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.</p>		<p>January of each year, and when the incumbent changes, of the individual occupying this position.</p> <p>(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.</p> <p>(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.</p>
32.02	<p><u>Time Periods</u></p> <p>(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.</p> <p>(b) Time limits may be</p>	32.02	<p><u>Time Periods</u></p> <p>(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.</p> <p>(b) Time limits may be</p>

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	extended by mutual agreement of the Parties in writing.		extended by mutual agreement of the Parties in writing.
32.03	<p>Steps of the Grievance Procedure Involving Disputes between the Employer and the Employee</p> <p>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.</p> <p>Discipline resulting in a suspension or dismissal shall be commenced at Step II.</p> <p>STEP I:</p> <p>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:</p> <p>(a) Employees who report to the Assistant Manager submit grievances to the Assistant Manger or</p>	32.03	<p>Steps of the Grievance Procedure Involving Disputes between the Employer and the Employee</p> <p>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.</p> <p>Discipline resulting in a suspension or dismissal shall be commenced at Step II.</p> <p>STEP I:</p> <p>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:</p> <p>(a) Employees who report to the Assistant Manager who report to someone other than the Chief</p>

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- 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 Assistant Manager 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 Assistant Manager 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 Assistant Manager/ designate or Housing Manager/ designate.

Administrative Office or the Housing Manager submit grievances to their **direct Manager or Supervisor,** Assistant Manger 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 ~~Assistant 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 Assistant Manager, **Supervisor** or designate, or Housing Manager or designate, is not acceptable to the grievor, the Employee may submit the grievance to the Chief

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	<p>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.</p> <p>STEP III:</p> <p>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.</p>	<p>Administrative officer or designate within ten (10) days of receipt of the decision of the Assistant Manager, Supervisor, or designate or Housing Manager or designate.</p> <p>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.</p> <p>STEP III:</p> <p>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.</p>
32.04	<p><u>Policy Grievance - Dispute Between the Parties</u></p> <p>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.</p>	32.04 <p><u>Policy Grievance - Dispute Between the Parties</u></p> <p>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</p>

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32.05	<u>Default</u>	32.05	Parties, the dispute becomes a policy grievance. Such policy grievance shall commence at Step I of the Grievance Procedure above.
	(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.		<u>Default</u>
	(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.		(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.
32.06	At any hearing held during the Grievance Procedure, the Employee is entitled to have a Union Representative present.		(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.
	<u>Arbitration</u>	32.06	At any hearing held during the Grievance Procedure, the Employee is entitled to have a Union Representative present.
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		<u>Arbitration</u>
	(a) name its appointee to the Arbitration Board; or	32.07	Either of the Parties wishing to submit a grievance to arbitration

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32.08	<p>(b) state their desire to meet to consider the appointment of a single arbitrator.</p> <p>Within ten (10) days after receipt of notification provided for in Article 32.07 above, the Party receiving such notice shall:</p>	32.08	<p>shall notify the other Party in writing of its intention to do so; and</p> <p>(a) name its appointee to the Arbitration Board; or</p> <p>(b) state their desire to meet to consider the appointment of a single arbitrator.</p>
32.09	<p>(a) inform the other Party of the name of its appointee to an Arbitration Board, or</p> <p>(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.</p> <p>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.</p>	32.09	<p>Within ten (10) days after receipt of notification provided for in Article 32.07 above, the Party receiving such notice shall:</p> <p>(a) inform the other Party of the name of its appointee to an Arbitration Board, or</p> <p>(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.</p>
32.10	<p>After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator/ Arbitration Board</p>		<p>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</p>

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	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.	32.10	Chairperson. 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.	32.11	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.	32.12 32.13	The Arbitration decision shall be governed by the terms of this Agreement and shall not alter, amend or change the terms of this Agreement. 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
32.14	Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.		

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		32.14	dispute. Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.
33	Seniority	Current	
34	Joint Union-Employer Committee	Current	
35	Performance Appraisals	Current	
36	Resignation	Current	
37	Committee Participation	Current	
38	Legal Indemnification	Current	
39	On-Call Duty	Current	
40	Part-time and Casual Employees	40.01	
		...	
		(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 FTE and who have completed their initial probationary period are eligible to participate in an eight hundred and fifty dollars (\$850.00) / yr. Health Spending Account.	
		(ii) Regular Part-time employees who work less than .6 FTE and who have completed their initial	

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probationary period are eligible to participate in a six hundred (\$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.

41 **Sale of Business (NEW)**

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

Wage Schedule

1. Effective June 1, 2017 – One point five percent (1.5%) adjustment to wage rates for all positions.
2. Effective June 1, 2018 – two percent (2.0%) adjustment to wage rates for all positions.

- 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.**

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	<p>3. Effective June 1, 2019 – Two point five percent (2.5%) increase to wage rates for all positions.</p>	<p>3. Effective June 1, 2022 – One point seven five percent (1.75%) increase to wage rates for all positions.</p> <p>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.</p>
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LOU #	Title	Sign Off Date	Old Language	New Language
1	Separation Allowance			Current
2	Hours of Work			Current